

**RESIDENTIAL**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090925 **Sierra Recovery Center**  
2677 Reaves Street South Lake Tahoe, 96150

Program Code : 1 Alcohol/Drug

Service Code : 52 Residential/Recovery Short Term (up to 30 days)

Desc:Men Residential  
Units: 100 Bed Days  
Cost Per Unit: 90.60

Line# Funding Sources

		<u>Amount</u>
50-06	SAPT Discretionary - FFY 2006 Award	\$1,450
50-07	SAPT Discretionary - FFY 2007 Award	\$2,930
78	SACPA State General Fund (SGF)	\$4,680

Total: \$9,060

SACPA Bed Days:52

Program Code : 16 NNA/Drug Court A/D

Service Code : 52 Residential/Recovery Short Term (up to 30 days)

Desc:Depend Drug Ct  
Units: 22 Bed Days  
Cost Per Unit: 90.91

Line# Funding Sources

		<u>Amount</u>
82	County Fund - Other	\$2,000

Total: \$2,000

**Provider:** 090927 **Progress House, Inc.**  
2914 Cold Springs Road, Suite A Placerville, 95667

Program Code : 3 Perinatal

Service Code : 56 Transitional Living Center (Perinatal and Parolee Services)

Desc:  
Units: 1,917 Bed Days  
Cost Per Unit: 15.00

Line# Funding Sources

		<u>Amount</u>
41c	Perinatal State General Fund(PSGF)	\$19,811
78	SACPA State General Fund (SGF)	\$8,944

Total: \$28,755

SACPA Bed Days:597

Program Code : 11 Perinatal - other2

Service Code : 56 Transitional Living Center (Perinatal and Parolee Services)

Desc:DDC T-HOUSE  
Units: 180 Bed Days  
Cost Per Unit: 15.00

Line# Funding Sources

		<u>Amount</u>
82	County Fund - Other	\$2,700

Total: \$2,700

**RESIDENTIAL**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 292918 **Progress House Coed Residential**

145 Bost Avenue Nevada City, 95959

Program Code : 1 Alcohol/Drug

Service Code : 52 Residential/Recovery Short Term (up to 30 days)

Desc:Men's Residential

Units: 25 Bed Days

Cost Per Unit: 61.80

Line# Funding Sources

Amount

78 SACPA State General Fund (SGF)

\$1,545

Total:

\$1,545

SACPA Bed Days:25

**ANCILLARY SERVICES**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090026 **El Dorado Council on Alcoholism**

893 Spring Street Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 83 SACPA Case Management

Desc:Cse Mgmt

Units: 68 SACPA Hours

Cost Per Unit: 121.57

Line# Funding Sources

78 SACPA State General Fund (SGF)

Amount

\$8,267

Total:

\$8,267

Service Code : 85 SATTa Substance Abuse Testing

Desc:Testing

Units: 297 SACPA DrugTe

Cost Per Unit: 30.01

Line# Funding Sources

59a-06 SAPT SATTa - Substance Abuse Testing FFY 2006 Award

\$3,913

59a-07 SAPT SATTa - Substance Abuse Testing FFY 2007 Award

\$5,000

Total:

\$8,913

**Provider:** 090906 **Tahoe Human Services**

1021 Fremont Avenue South Lake Tahoe, 96150

Program Code : 3 Perinatal

Service Code : 68 Case Management

Desc:Teen Program

Units: 14 Hours

Cost Per Unit: 126.21

Line# Funding Sources

52-06 SAPT Perinatal Set-Aside - FFY 2006 Award

\$366

52-07 SAPT Perinatal Set-Aside - FFY 2007 Award

\$1,401

Total:

\$1,767

Program Code : 20 Adolescent/Youth Treatment

Service Code : 68 Case Management

Desc:

Units: 6 Hours

Cost Per Unit: 122.00

Line# Funding Sources

80c State General Fund

Amount

\$732

Total:

\$732

**ANCILLARY SERVICES**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090907 **New Morning Youth and Family Services Inc.**

6765 Green Valley Road Placerville, 95667

Program Code : 20 Adolescent/Youth Treatment

Service Code : 68 Case Management

Desc:Youth trx

Units: 40 Hours  
Cost Per Unit: 105.00

Line# Funding Sources

50-06 SAPT Discretionary - FFY 2006 Award

Amount  
\$2,100

50-07 SAPT Discretionary - FFY 2007 Award

\$2,100

Total: \$4,200

**Provider:** 090908 **El Dorado County Public Health**

415 Placerville Drive, Suite R Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 65 HIV Early Intervention Services

Desc:Lab Test Costs

Units: 671 Hours  
Cost Per Unit: 5.85

Line# Funding Sources

51-06 SAPT HIV Set-Aside - FFY 2006 Award

Amount  
\$3,925

Total: \$3,925

Service Code : 83 SACPA Case Management

Desc:EDC PHD Staff

Units: 502 SACPA Hours  
Cost Per Unit: 48.31

Line# Funding Sources

78 SACPA State General Fund (SGF)

Amount  
\$24,250

Total: \$24,250

Service Code : 84 SACPA Other Services

Desc:Probation Services

Units: 4,467 SACPA Hours  
Cost Per Unit: 54.59

Line# Funding Sources

78 SACPA State General Fund (SGF)

Amount  
\$243,865

Total: \$243,865

Service Code : 85 SATTa Substance Abuse Testing

Desc:Probation MOU

Units: 281 SACPA DrugTe  
Cost Per Unit: 29.98

Line# Funding Sources

59a-06 SAPT SATTa - Substance Abuse Testing FFY 2006 Award

Amount  
\$5,436

### ANCILLARY SERVICES

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090908 **El Dorado County Public Health**  
415 Placerville Drive, Suite R Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 85 SATTA Substance Abuse Testing

Desc: Probation MOU

Units: 281 SACPA DrugTe  
Cost Per Unit: 29.98

Line# Funding Sources

59a-07 SAPT SATTA - Substance Abuse Testing FFY 2007 Award

Amount

\$2,988

Total:

\$8,424

Program Code : 4 Alco/Drug-other1

Service Code : 65 HIV Early Intervention Services

Desc: HIV Education

Units: 1,450 Hours  
Cost Per Unit: 42.95

Line# Funding Sources

51-06 SAPT HIV Set-Aside - FFY 2006 Award

\$34,698

51-07 SAPT HIV Set-Aside - FFY 2007 Award

\$27,576

Total:

\$62,274

**Provider:** 090914 **Family Connections El Dorado**  
344 Placerville Drive, Suite 10 Placerville, 95667

Program Code : 3 Perinatal

Service Code : 22 Perinatal Outreach/Publicity

Desc:

Units: 15 Hours  
Cost Per Unit: 102.87

Line# Funding Sources

41c Perinatal State General Fund(PSGF)

Amount

\$1,543

Total:

\$1,543

Service Code : 68 Case Management

Desc:

Units: 25 Hours  
Cost Per Unit: 100.00

Line# Funding Sources

41c Perinatal State General Fund(PSGF)

Amount

\$2,500

Total:

\$2,500

**ANCILLARY SERVICES**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090923 **Sierra Recovery Center**  
 1137 Emerald Bay Road South Lake Tahoe, 96150

Program Code : 1 Alcohol/Drug

Service Code : 84 SACPA Other Services

Desc:Other TBD

Units: 14 SACPA Hours  
 Cost Per Unit: 118.14

<u>Line#</u>	<u>Funding Sources</u>	<u>Amount</u>
78	SACPA State General Fund (SGF)	\$1,654
Total:		\$1,654

Service Code : 85 SATTa Substance Abuse Testing

Desc:

Units: 397 SACPA DrugTe  
 Cost Per Unit: 29.98

<u>Line#</u>	<u>Funding Sources</u>	<u>Amount</u>
59a-06	SAPT SATTa - Substance Abuse Testing FFY 2006 Award	\$3,913
59a-07	SAPT SATTa - Substance Abuse Testing FFY 2007 Award	\$7,989
Total:		\$11,902

**Provider:** 090927 **Progress House, Inc.**  
 2914 Cold Springs Road, Suite A Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 65 HIV Early Intervention Services

Desc:HIV Counseling

Units: 60 Hours  
 Cost Per Unit: 66.67

<u>Line#</u>	<u>Funding Sources</u>	<u>Amount</u>
51-06	SAPT HIV Set-Aside - FFY 2006 Award	\$1,000
51-07	SAPT HIV Set-Aside - FFY 2007 Award	\$3,000
Total:		\$4,000

Service Code : 83 SACPA Case Management

Desc:

Units: 15 SACPA Hours  
 Cost Per Unit: 79.60

<u>Line#</u>	<u>Funding Sources</u>	<u>Amount</u>
78	SACPA State General Fund (SGF)	\$1,194
Total:		\$1,194

**ANCILLARY SERVICES**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090927 **Progress House, Inc.**  
2914 Cold Springs Road, Suite A Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 85 SATTA Substance Abuse Testing

Desc:

Units: 760 SACPA DrugTe  
Cost Per Unit: 30.00

Line# Funding Sources

Amount

59a-06 SAPT SATTA - Substance Abuse Testing FFY 2006 Award

\$6,826

59a-07 SAPT SATTA - Substance Abuse Testing FFY 2007 Award

\$15,977

Total:

\$22,803

**DRIVING UNDER THE INFLUENCE**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090026 **El Dorado Council on Alcoholism**

893 Spring Street Placerville, 95667

Program Code : 1 Alcohol/Drug

Service Code : 90 Driving Under the Influence

Desc:Trac I - DUI

Units: 346 Persons Served

Cost Per Unit: 491.33

Line# Funding Sources

89 DUI Fees

Amount

\$170,000

Total:

\$170,000

Program Code : 4 Alco/Drug-other1

Service Code : 90 Driving Under the Influence

Desc:Trac I - 6 months

Units: 100 Persons Served

Cost Per Unit: 360.00

Line# Funding Sources

89 DUI Fees

Amount

\$36,000

Total:

\$36,000

Program Code : 5 Alco/Drug-other2

Service Code : 90 Driving Under the Influence

Desc:Trac II - DUI

Units: 350 Persons Served

Cost Per Unit: 428.57

Line# Funding Sources

89 DUI Fees

Amount

\$150,000

Total:

\$150,000

Program Code : 6 Alco/Drug-other3

Service Code : 90 Driving Under the Influence

Desc:PC 1000

Units: 150 Persons Served

Cost Per Unit: 346.67

Line# Funding Sources

89 DUI Fees

Amount

\$52,000

Total:

\$52,000

Program Code : 7 Alco/Drug-other4

Service Code : 90 Driving Under the Influence

Desc:Wet & Wild / DUI

Units: 45 Persons Served

Cost Per Unit: 200.00

Line# Funding Sources

89 DUI Fees

Amount

\$9,000



### DRIVING UNDER THE INFLUENCE

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090026 **El Dorado Council on Alcoholism**

893 Spring Street Placerville, 95667

Program Code : 7 Alco/Drug-other4

Service Code : 90 Driving Under the Influence

Desc:Wet & Wild / DUI

Units: 45 Persons Served

Cost Per Unit: 200.00

Line# Funding Sources

Amount

Total: \$9,000

**Provider:** 090923 **Sierra Recovery Center**

1137 Emerald Bay Road South Lake Tahoe, 96150

Program Code : 1 Alcohol/Drug

Service Code : 90 Driving Under the Influence

Desc:Trac I

Units: 200 Persons Served

Cost Per Unit: 500.00

Line# Funding Sources

Amount

89 DUI Fees

\$100,000

Total: \$100,000

Program Code : 4 Alco/Drug-other1

Service Code : 90 Driving Under the Influence

Desc:Trac I -DUI (6 Mo.)

Units: 40 Persons Served

Cost Per Unit: 400.00

Line# Funding Sources

Amount

89 DUI Fees

\$16,000

Total: \$16,000

Program Code : 5 Alco/Drug-other2

Service Code : 90 Driving Under the Influence

Desc:Trac II - DUI

Units: 136 Persons Served

Cost Per Unit: 639.71

Line# Funding Sources

Amount

89 DUI Fees

\$87,000

Total: \$87,000

**DRIVING UNDER THE INFLUENCE**

2006-07 NNA /Drug Medi-Cal Budget V.1

El Dorado County

(Sorted by Modality, Provider, Program, Service)

**Provider:** 090923 **Sierra Recovery Center**  
1137 Emerald Bay Road South Lake Tahoe, 96150

Program Code : 6 Alco/Drug-other3

Service Code : 90 Driving Under the Influence

Desc:Wet & Reckless -DUI  
Units: 60 Persons Served  
Cost Per Unit: 200.00

Line# Funding Sources

Amount

89 DUI Fees

\$12,000

Total: \$12,000

Program Code : 7 Alco/Drug-other4  
Service Code : 90 Driving Under the Influence

Desc:PC 1000  
Units: 35 Persons Served  
Cost Per Unit: 400.00

Line# Funding Sources

Amount

89 DUI Fees

\$14,000

Total: \$14,000

Department of Alcohol and Drug Program  
2006-07 NNA /Drug Medi-Cal Budget V.1  
**NET DEDICATED CAPACITY REPORT(NNA Only)**

El Dorado County

**Alcohol And Drug Funding**

Modality	Unit Type	Net Budget	Net Units	Cost per Unit
SUPPORT SERVICES	Hours	\$331,745.00	7,582.1	\$43.75
PRIMARY PREVENTION	Hours	\$314,050.00	5,428.5	\$57.85
SECONDARY PREVENTION	Hours	\$34,992.00	1,878.0	\$18.63
NONRESIDENTIAL	Hours	\$221,177.00	2,141.5	\$103.28
NONRESIDENTIAL	Visit Days	\$12,675.00	194.3	\$65.23
NARCOTICS TREATMENT				
RESIDENTIAL	Bed Days	\$9,060.00	100.3	\$90.33
ANCILLARY SERVICES	Hours	\$70,199.00	2,181.0	\$32.19
ANCILLARY SERVICES	SACPA DrugTests	\$52,042.00	1,735.0	\$30.00
DRIVING UNDER THE INFLUENCE	Persons Served		.0	

Total: \$1,045,940.00 21,240.7 \$49.24

**Parolee Funding**

Modality	Unit Type	Net Budget	Net Units	Cost per Unit
SUPPORT SERVICES				
PRIMARY PREVENTION				
SECONDARY PREVENTION				
NONRESIDENTIAL				
NARCOTICS TREATMENT				
RESIDENTIAL				
ANCILLARY SERVICES				
DRIVING UNDER THE INFLUENCE				

Total: \$0.00 .0

**Perinatal Funding**

Modality	Unit Type	Net Budget	Net Units	Cost per Unit
SUPPORT SERVICES	Hours	\$31,017.00	758.0	\$40.92
PRIMARY PREVENTION				
SECONDARY PREVENTION				
NONRESIDENTIAL	Hours	\$32,151.00	299.5	\$107.35
NONRESIDENTIAL	Visit Days	\$6,172.00	95.0	\$64.97
NARCOTICS TREATMENT				
RESIDENTIAL	Bed Days	\$72,394.00	1,891.4	\$38.28
ANCILLARY SERVICES	Hours	\$5,810.00	54.0	\$107.59
DRIVING UNDER THE INFLUENCE				

Total: \$147,544.00 3,097.9 \$47.63

**Adolescent/Youth Treatment**

Modality	Unit Type	Net Budget	Net Units	Cost per Unit
SUPPORT SERVICES				
SECONDARY PREVENTION				

Net Budget does NOT include line 40,40a,40b,41x,41y,58a,70,78,78a,78b,78c,79,80,80e,80h,80x,80y,82,82a,82b,83,84,85,86,87,88,89,89a, service codes 08, 80-84

Department of Alcohol and Drug Program  
 2006-07 NNA /Drug Medi-Cal Budget V.1  
**NET DEDICATED CAPACITY REPORT(NNA Only)**

El Dorado County

**Adolescent/Youth Treatment**

Modality	Unit Type	Net Budget	Net Units	Cost per Unit
NONRESIDENTIAL	Hours	\$146,559.00	1,282.0	\$114.32
NARCOTICS TREATMENT				
RESIDENTIAL				
ANCILLARY SERVICES	Hours	\$4,932.00	46.0	\$107.22
DRIVING UNDER THE INFLUENCE				
Total:		\$151,491.00	1,328.0	\$114.07

Net Budget does NOT include line 40,40a,40b,41x,41y,58a,70,78,78a,78b,78c,79,80,80e,80h,80x,80y,82,82a,82b,83,84,85,86,87,88,89,89a, service codes 08, 80-84

**Fiscal Year 2006-07**

**Negotiated Net Amount  
and Drug Medi-Cal  
County  
Contract Boilerplate**

**EFFECTIVE 7-1-06**

# Fiscal Year 2006-07 County Contract Boilerplate

## Table of Contents

### Exhibit B – General Terms and Conditions

- A – Contract Exhibits
- B – Contract Term
- C – Nullification of Exhibit D (if applicable)
- D – Unenforceable Provisions
- E – Use of State Funds
- F – Contract Amendments
- G – Termination
- H – Audit
- I – Debarment and Suspension Certification
- J – Lobbying and Restrictions and Disclosure Certification
- K – Restrictions on Salaries
- L – Child Support Compliance Act
- M – Union Organizing
- N – Primary Prevention
- O – Confidentiality and Security of Information
- P – Nondiscrimination in Employment
- Q – Nondiscrimination in Services
- R – No Unlawful Use or Unlawful Use Messages Regarding Drugs
- S – Smoking Prohibition Requirements
- T – Adherence to Computer Software Copyright Laws
- U – Noncompliance with Reporting Requirements
- V – Conflict of Interest
- W – Disputes
- X – Assignment
- Y – Indemnification
- Z – Independent Contractor
- AA - Timeliness
- BB – Limitation on Use of Funds for Promotion of Legalization of Controlled Substance
- CC – Restriction on Distribution of Sterile Needles
- DD – Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- EE – Procurement Rules
- FF – Equipment Ownership / Inventory / Disposition
- GG – Site Inspection
- HH – California Outcomes Measurement System/Services (CalOMS)
- II – Drug and Treatment Access Report (DATAR)

**Exhibit D – Drug Medi-Cal Substance Abuse Treatment Services**

Article I, Formation and Purpose ..... Page 1

Article II, Definitions ..... Pages 2 thru 6

Article III, Fiscal Provisions ..... Pages 7 thru 10

- Covered Services
- Federal and State Mandates
- Provider Participation, Certification, Recertification, and Appeals

Article IV, Fiscal Provisions ..... Pages 11 thru 16

- Reimbursements
- Return of Unexpended Funds
- Availability of Funds
- Additional Restrictions
- Amendment or Cancellation Due to Insufficient Appropriation
- Exemptions
- Payment for Covered Services
- Allowable Costs
- Records and Additional Audit Requirements

Article V, Invoice/Claim and Payment Procedures..... Pages 17 thru 19

- Payments
- Monthly Claim and Reports
- Year-End Cost Settlement Reports and Performance Reports

Article VI, Postservice Postpayment Utilization Review ..... Page 20

List of Documents Incorporated by Reference ..... Pages 21 thru 23

2. SGF provided by the California Department of Corrections and Rehabilitation (CDCR) through an interagency agreement shall be subject to specific expenditure requirements as stated in the “Services to California Department of Corrections and Rehabilitation (CDCR) Parolee Services Network,” Document 1D(a), incorporated by this reference.

F. Contract Amendments

1. Both the Contractor and the State may agree to amend or renegotiate the Contract.
2. Contract amendments will be required to change encumbered amounts for each year of a multi-year contract period.
3. If this Contract is based on the preliminary allocation, or rates and requirements issued before the passage of the applicable State Fiscal Year (FY) Budget Act and Trailer Bill(s), Contractor shall submit a contract amendment with a budget that reflects the revised allocation, rates, a plan for expenditure of prior year unexpended SGF, and other requirements within 60 days of the State’s release of the Budget Act Allocation. In the event the Contractor has not submitted a contract amendment with all required Contractor and Subcontractor fiscal detail within 60 days of the release of the Budget Act Allocation, State will withhold all NNA payments under Exhibit C of this Contract until the required amendment is received by the State.
4. Contract amendments may be submitted by the Contractor until May 1 of each of the contract’s fiscal years. An amendment proposed by either party shall be forwarded in writing to the other party.
  - (a) The proposed amendment submitted by Contractor shall include revised County Prevention and Treatment Programs Fiscal Summary and Provider Fiscal Detail Forms, Exhibit A1, and a statement of the reason and basis for the proposed change.
  - (b) Amendments shall be duly approved by the County Board of Supervisors or it’s authorized designee, and signed by a duly authorized representative.



Contractor will remain liable for processing and paying invoices and statements for covered services and utilization review requirements prior to the expiration or termination until all obligations have been met.

(c) In the event payment for services under Exhibit D of this Contract are terminated, Contractor shall refer DMC clients to providers who are certified to provide the type(s) of services the client has been receiving.

4. In the event this Contract is terminated, Contractor shall deliver all of its fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.

#### H. Audit

1. In addition to the audit requirements in Exhibit C and D, this Contract, and any Subcontracts, shall be subject to the examination and audit by the California Bureau of State Audits for a period of three years from the date that final payment is made pursuant to the Contract (Government Code, Section 10527).
2. Contractor agrees that the State, the Comptroller General of the United States, and any authorized representatives have the right to review, obtain, and copy all records pertaining to the performance of this Contract. Contractor agrees to provide the State with any and all relevant information requested.
3. All expenditures of state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised June 2003). Objectives of such audits may include, but not be limited to, the following:
  - (a) To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
  - (b) To validate data reported by the Contractor for prospective contract negotiations;
  - (c) To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations;

- (b) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;
  - (d) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (federal, state or local) terminated for cause or default;
  - (e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and.
  - (f) Will include without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions with subgrantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.
3. If the Contractor is unable to certify to any of the statements in this certification, Contractor shall submit an explanation to the AOD program funding this Contract.
  4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, State may terminate this contract for cause or default.

- iv Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and
- v All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this provision. That person shall forward all disclosure forms to AOD program contract manager.

2. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no Federal appropriated funds may be expended have been paid or will be paid by the recipient of a federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

K. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary of an individual at a rate in excess of Level 1 of the Executive Schedule. Salary schedules may be found at <http://www.opm.gov/oca>.

Reference: Terms and Conditions of the SAPT Block Grant award.

L. Child Support Compliance Act

Contractor acknowledges that it-

1. Recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and
2. To the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

2. Selective prevention strategies address an entire subset of the total population that is at higher risk for AOD use and/or abuse.
3. Indicated prevention strategies are designed to prevent/delay the onset of and/or reduce severity of alcohol and other drug use and/or abuse in individuals who are exhibiting early signs of sub-clinical alcohol and other drug use and/or abuse and other problem behaviors associated with alcohol and other drug use and/or abuse or who are exhibiting risk factors that increase their chances of developing an AOD problem.

Contractor agrees to coordinate and transition to the Strategic Prevention Framework (SPF) under this Contract and shall provide evidence of engagement in these practices as requested by the State. Use of the SPF is mandatory for all counties beginning FY 2007-2008 and SPF required data must be submitted via CalOMS Prevention as evidence of engagement and use of the practices. Adherence to the SPF by subcontractors is at the discretion of the subcontracting county. The SPF five-step approach is as follows:

1. **Assessment – Profile population needs, resources, and readiness to address problems and gaps in service delivery.** This involves the: 1) collection, interpretation and analysis of relevant data to define the magnitude and locations of problems within a geographic area/community and identify at risk and underserved populations and environmental risks; 2) assessment of resources which includes cultural competence, identification of service gaps and the identification of existing prevention infrastructure; and, 3) assessment of readiness and leadership to implement and sustain policies, programs and practices. The assessment results should establish priorities, define terms to assure consensus of understanding and establish a purpose that unifies commitment through the following SPF steps.
2. **Capacity – Mobilize and/or build capacity to address need.** This involves mobilization of resources within a geographic area to address assessed needs. Capacity includes both financial and organizational resources, as well as convening partnerships/coalitions. Readiness, cultural competency and leadership capacity are addressed and strengthened through education and training. Additionally, capacity should focus on sustainability as well as evaluation.
3. **Planning – Develop a comprehensive strategic plan.** This involves applying assessment results to develop a strategic plan that includes policies, programs, and practices based on evidence-based theories. The plan should address issues/problems and priorities identified during assessment as well as resources required. The planning process produces strategic goals, objectives, measurements and performance targets as well as logic models. Plans include milestones and measurable outcomes against which to monitor and gauge performance for both accountability and system improvements. Sustainability should be addressed at every planning and implementation step.

- Civil Code Section 56 through 56.37 – Confidentiality of Medical Information Act
  - HSC Section 123110 through 123149.5 – Patient Access to Health Records
  - Civil Code Section 1798.85 – Confidentiality of Social Security Numbers
  - Civil Code Sections 1798.80 through 1798.82 – Customer Records (breach of security)
3. Contractor is required to have in effect a system to protect from inappropriate disclosure patient records maintained in connection with any activity funded under this Contract. This system shall include provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosures. Contractor agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of all confidential information that it creates, receives, maintains or transmits. Contractor will provide the State with information concerning such safeguards as the State may reasonably request from time to time.
  4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of confidential information by the Contractor or its Subcontractors or agents in violation of the applicable state and federal statutes and regulations regarding confidentiality cited above.
  5. Contractor shall monitor compliance with the above provisions on confidentiality and security and shall include them in all subcontracts.
  6. Contractor shall notify the Information Security Officer, Executive Branch, of the State within twenty-four (24) hours during a work week of any suspected or actual breach of computer system security, if the security breach would require notification under Civil Code Section 1798.82. Contractor agrees to materially assist the State in any action pertaining to such unauthorized disclosure required by applicable Federal or state laws.

P. Nondiscrimination in Employment

1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age (over 40) or sex. Contractors and its Subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination. Contractors and its Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.)

determining whether such individual satisfied any admission, enrollment, eligibility, membership, or other requirement or condition which individuals shall meet in order to be provided any service or benefit.

3. Contractor shall, on a cycle of at least every three years, assess, monitor, and document each Subcontractor's compliance with the Section 504 of the Rehabilitation Act of 1973 (as amended) and Americans with Disabilities Act of 1990 to ensure that recipients/beneficiaries and intended recipients/beneficiaries of services are provided services without regard to physical or mental disability. Contractor shall also monitor to ensure that beneficiaries and intended beneficiaries of service are provided services without regard to race, color, creed, national origin, sex, or age.

Contractor shall include nondiscrimination and compliance provisions in all subcontracts. Contractor shall establish written procedures under which service participants are informed of their rights including their right to file a complaint alleging discrimination or a violation of their civil rights. Participants in programs funded hereunder shall be provided a copy of their rights that shall include the right of appeal and the right to be free from sexual harassment and sexual contact by members of the treatment, recovery, advisory, or consultant staff.

4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

R. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug- and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

S. Smoking Prohibition Requirements

Contractor shall comply, and require that its Subcontractors comply, with Public Law 103-227, also known as the Pro-Children Act of 1994 (20 USC Section 6081, et seq.), which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18 if the services are

Z. Independent Contractor

Contractor, and the agents and employees of the Contractor, in the performance of this Contract, shall act in an independent capacity and not as officers, employees, or agents of State.

AA. Timeliness

Time is of the essence in this Contract.

BB. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

CC. Restriction on Distribution of Sterile Needles

No funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

DD. Health Insurance Portability and Accountability Act of 1996

All DMC claims shall be submitted in electronic HIPAA compliant format (837P) and shall be submitted through the Department of Mental Health's Informational Technology Web Service (ITWS) system. Refer to ADP Bulletin 05-10 for further details (Document 3F).

All submitted claims shall meet ADP HIPAA testing and certification requirements. When Contractor or subcontractor completes its testing and certification process, only HIPAA compliant claims will be allowed for submission to ADP. Refer to ADP Bulletin 05-03 for further details (Document 3E).

The Department will return all non-HIPAA compliant DMC claims to the submitter. Returned claims will not be processed until submitted in the HIPAA compliant format; therefore, reimbursement will not be issued.

If any of the work performed under this Contract is subject to the Health Insurance Portability Act of 1996, Public Law 104-191 (HIPAA), then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. Refer to the HIPAA Business Associate Agreement (BAA) in which the County is the Business Associate of the Department (Document 3K), and the HIPAA BAA in which the Department is the Business Associate of the County (Document 3L). Contractor and the State will cooperate to: (1) determine what work, if any, may be impacted by HIPAA, and (2) amend this Contract if needed to assure compliance with HIPAA.

6. Data Transmission Log. Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Part for no less than twenty-four (24) months following the data of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be timely retrieved and presented in readable form.

EE. Procurement Rules

(Applicable to all Contracts in which equipment, miscellaneous property, commodities and/or supplies are furnished by the State or expenses for said items are reimbursed with state or federal funds.)

1. Equipment definitions

Wherever the term equipment and/or miscellaneous property is used, the following definitions shall apply:

- (a) Major equipment: A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by ADP or the cost is reimbursed through this agreement. Software and videos are examples of intangible items that meet this definition.
  - (b) Minor equipment: A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more, and is either furnished by the State or the cost is reimbursed through this Contract.
  - (c) Miscellaneous property: A specific tangible item with a life expectancy of one (1) year or more that is either furnished by the State or the cost is reimbursed through this Contract. Examples include, but are not limited to: furniture (excluding modular furniture), cabinets, typewriters, desktop calculators, portable dictators, non-digital cameras, etc.
2. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Contract. Said procurements are subject to Paragraphs 4 through 8 of this provision. Paragraph 3 of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.



5. In special circumstances, determined by the State (e.g., when the State has a need to monitor certain purchases, etc.), the State may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. The State reserves the right to request repayment for any Contractor and/or its Subcontractors purchase that the State determines to be unnecessary in carrying out performance under this agreement.
6. Contractor and/or its Subcontractors shall maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or its Subcontractors at any time.
7. For all purchases, Contractor and/or its Subcontractors shall maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or its Subcontractors for inspection or audit.
8. The State may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs 2 and/or 3 of this provision by giving the Contractor no less than thirty (30) calendar days written notice.

FF. Equipment Ownership / Inventory / Disposition

(Applicable to Contracts in which equipment and/or miscellaneous property is furnished by the State and/or when said items are purchased or reimbursed with state or federal funds.)

1. Wherever the term equipment and/or miscellaneous property is used in this provision, the definitions in the provision for Procurement Rules, Paragraph 1 shall apply.

All equipment and/or miscellaneous property that are purchased/reimbursed with Contract funds or furnished by the State under the terms of this agreement and not fully consumed in performance of this Contract shall be considered State equipment and the property of the State.

- (a) The State requires the reporting, tagging, and annual inventorying of all equipment and/or miscellaneous property that is furnished by the State or purchased/reimbursed with funds provided through this Contract.

6. Within sixty (60) calendar days prior to the termination or end of this agreement, Contractor shall provide a final inventory report of equipment and/or miscellaneous property to the AOD program contract manager and shall, at that time, query the State as to the requirements, including the manner and method, of returning State equipment and/or miscellaneous property to the State. Final disposition of equipment and/or miscellaneous property shall be at the State expense and according to the State instructions. Equipment and/or miscellaneous property disposition instructions shall be issued by the State immediately after receipt of the final inventory report. At the termination or conclusion of this agreement, the State may at its discretion, authorize the continued use of state equipment and/or miscellaneous property for performance of work under a different State agreement.

7. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by the State under this agreement.

- (a) If motor vehicles are purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement, within thirty (30) calendar days prior to the termination or end of this agreement, Contractor and/or its Subcontractors shall return such vehicles to the State and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to the State.
- (b) If motor vehicles are purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. Contractor and/or its Subcontractors may only use said vehicles for performance and under the terms of this agreement.
- (c) Contractor and/or its Subcontractors agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by ADP under the terms of this agreement, shall hold a valid state of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (d) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by the State under the terms of this agreement, Contractor and/or its Subcontractors, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this agreement or any period of contract extension during which any vehicle remains in the Contractor's and/or its Subcontractor's possession.

- iii. The insurance carrier shall notify the State of California Department of Alcohol and Drug Programs, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Contract number for which the insurance was obtained.
- (f) Contractor and/or its Subcontractors are hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by the State, in writing, if this provision is applicable to this agreement. If DGS approval of the certificate of insurance is required, Contractor agrees that no work or services involving the motor vehicle shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or its Subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

GG. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or its Subcontractors, the Contractor shall provide and shall require its Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

HH. California Outcomes Measurement Systems (CalOMS)

- 1. The Contractor shall:
  - (a) Conduct information technology (IT) systems testing and pass State certification testing before commencing submission of treatment data. If the Contractor subcontracts with vendor for IT services, Contractor shall document evidence that contracted IT system is tested and certified by the State. If contractor changes or modifies CalOMS-Treatment IT system, then contractor shall re-test and pass state certification prior to submitting data from new or modified system. Contractor must meet all data submission requirements.

approval by the State. A grace period of up to sixty (60) days may be granted to resolve the problem before NNA payments are withheld.

- (g) If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
- (h) Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding NNA funds.
- (i) If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

## II. Drug and Treatment Access Report (DATAR)

### 2. The Contractor shall:

- (a) Be responsible for ensuring that all treatment providers with whom Contractor make a contract or otherwise pays for the services, and who are required to report CalOMS treatment client data, submit a monthly DATAR report in an electronic or hardcopy format as provided by the State.
- (b) Ensure that all DATA reports are submitted to the State by the 10<sup>th</sup> of the month following the report activity month.
- (c) Enroll its providers in the State's web-based DATARWeb program by the date to be specified by the State, and to submit data in an electronic format only by the data specified.
- (d) In those instances where the Contractors maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for those central intake units by a date to be specified by the State.

### 3. Noncompliance Provision

- (a) The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

2. Have a comprehensive management strategy to address culturally and linguistically appropriate services, including strategic goals, plans, policies, procedures, and designated staff responsible for implementation.
3. Develop and implement a strategy to recruit, retain and promote qualified, diverse and culturally competent administrative, clinical, and support staff that are trained and qualified to address the needs of the racial and ethnic communities being served.
4. Require and arrange for ongoing education and training for administrative, clinical, and support staff in culturally and linguistically competent service delivery.
5. Provide all clients with limited English proficiency access to bilingual staff or interpretation services.
6. Provide oral and written notices, including translated signage at key points of contact, to clients in their primary language informing them of their right to receive no-cost interpreter services.
7. Translate and make available signage and commonly-used written client educational material and other materials for members of the predominant language groups in the service area.
8. Ensure that interpreters and bilingual staff can demonstrate bilingual proficiency and receive training that includes the skills and ethics of interpreting, and knowledge in both languages of the terms and concepts relevant to clinical or non-clinical encounters. Family or friends are not considered adequate substitutes because they usually lack these abilities.
9. Ensure that the clients' primary spoken language and self-identified race/ethnicity are included in the provider's management information system as well as any client records used by provider staff.

OO. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23(b) of PHS Act).

PP. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely makes available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and

**NEGOTIATED NET AMOUNT**

**ARTICLE I. FORMATION AND PURPOSE**

**A. Authority**

State and the Contractor enter into Exhibit C by authority of Chapters 3.3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to this Exhibit C. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

**B. Control Requirements**

1. Performance under the terms of Exhibit C is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written accounting procedures consistent with the following requirements; and (ii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5, commencing with Section 11760;
- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
- (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-35;
- (f) Title 31 USC Sections 7501 through 7507 and the Single Audit Act Amendments of 1996 (31 USC Sections 7501-7507) and the OMB Circular A-133 revised on June 27, 2003;
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.34;

8. Contractor shall comply with the requirements which address the collection of information required in the SAPT Block Grant contained in Document 1T, incorporated by this reference ("CalOMS Prevention User Manual"). The manual is updated quarterly and the most current version is available via the CalOMS Prevention website at [www.kitsco.com/casupport/WebHelp/CalOMS\\_Manual.htm](http://www.kitsco.com/casupport/WebHelp/CalOMS_Manual.htm). Prevention data is to be reported by all funded primary prevention providers as the services/activities occur. The data must be released to ADP the month following the end of each quarter.
9. Contractor should follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines", in developing and implementing youth treatment programs funded under Exhibit C, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for the guidelines to apply.

C. Contract Negotiation

Contract negotiations may be conducted between the Contractor and the State through their authorized representative(s) each year of the multi-year contract period. Negotiations may be conducted at State Headquarters at 1700 K Street, Sacramento, once during the multi-year contract period. In the alternative, negotiations may be conducted by correspondence.

(Document 1P), in expending funds for the provision of alcohol and drug services hereunder.

9. **"Preliminary Settlement"** means the initial settlement of non-DMC funding and Parolee Services Network funding through the cost report settlement process.
10. **"Revenue"** means Contractor's income from sources other than the State allocation and the required county match.
11. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) and Document 1H(b), "Service and Program Codes, and Service Code Descriptions."
12. **"State"** means the California Department of Alcohol and Drug Programs.
13. **"Unit of Service"** means the type of unit used to quantify the service modalities/elements in the dedicated capacity reports. The units of services are listed below:
 

Support Services	staff hours
Primary Prevention Services	staff hours
Secondary Prevention Services	staff hours
Nonresidential Services (Outpatient and Aftercare)	staff hours
Intensive Outpatient Services (Day Care Rehabilitative)	visit days
Residential Treatment Services	bed days
Narcotic Treatment Program	
Inpatient Detoxification	bed days
Outpatient Detoxification	slot days
Narcotic Replacement Therapy	slot days
Methadone	
Ancillary Services	staff hours
Driving Under-the-Influence	persons served
14. **"Utilization"** means the total actual units of service used by clients and participants.



4. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the amount encumbered for the NNA portion of the approved contract (Exhibit C) or the most recent allocation based on the Budget Act Allocation, whichever is less.

However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report, State may adjust monthly payments of encumbered federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.

5. Monthly disbursements to the Contractor at the beginning of each Fiscal Year (FY) of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit A1, County Prevention and Treatment Programs Fiscal Summary Detail.

Final allocations will reflect any increases or reductions in the appropriations as reflected in the Budget Act Allocation and any subsequent allocation revisions. To the extent that any amendment encumbers an amount that is less than the Budget Act Allocation, the monthly disbursements will reflect the lesser amount.

6. State may withhold monthly payments if the Contractor fails to timely submit reports and data required by the State, including but not limited to, reports required pursuant to Exhibit C, Article V. Upon the State's receipt of the complete and accurate reports, or data, Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports or data.

State may withhold monthly payments if the Contractor fails to submit the contract amendment, including the Contractor and its Subcontractors fiscal detail data that is due to the State within sixty (60) days after the release of the Budget Act Allocation.

7. Adjustments may be made to the total NNA of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit C.

C. Accrual of Interest

Any interest retained from SGF by the Contractor must be used for the purpose it was allocated.

- (g) Contractor, in coordination with the State, shall ensure that its Subcontractor's follow-up and take all necessary corrective action on any audit findings in the single or program-specific audit report.
2. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting required single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
- (a) Withholding a percentage of federal awards until the audit is completed satisfactorily;
  - (b) Withholding or disallowing overhead costs;
  - (c) Suspending federal awards until the audit is conducted; or
  - (d) Terminating the federal award.
3. Pursuant to OMB Circular A-133, Contractor shall monitor the activities of all its Subcontractors to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the contracts or grant agreements, and that performance goals are achieved. Contractor shall ensure that its Subcontractors that expends more than the \$500,000 in total federal funds in a year complies with OMB Circular A-133 audit requirements.

Limited scope audits, on-site visits, and reviews of documentation supporting requests for reimbursement are monitoring procedures that are acceptable in meeting the Contractor's monitoring objectives. Also, Contractor may charge federal awards for the cost of these monitoring procedures.

- (a) Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountant's generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principles; (iii) eligibility; (iv) matching, level of effort and earmarking; and (v) reporting.
- (b) On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subrecipient's location(s), and document the visits using a checklist or program focusing on the compliance areas. All findings noted during the on-site monitoring shall be handled in the same manner as any exceptions noted during single or program-specific audits.

G. County Match Requirements

Contractor shall comply with the following requirements pursuant to HSC, Sections 11840 and 11840.1.

1. Counties with populations over 100,000:
  - (a) Non-DMC SGF allocations shall be funded on the basis of 90 percent SGF and 10 percent county funds, except local hospital inpatient costs to the extent there are allocations made for local hospital inpatient costs, which shall be funded on a basis of 85 percent SGF and 15 percent county funds; and
  - (b) State Hospital programs shall be funded on the basis of 85 percent SGF and 15 percent County funds.

2. Perinatal Services Network counties with populations over 100,000:

Perinatal Services Network programs shall be funded on the basis of 90 percent Perinatal State General Fund (PSGF) and 10 percent County funds. The 10 percent County funds match to PSGF funds must be used for perinatal-related activities. The 10 percent County match requirement does not apply to the Women and Children's Residential Treatment Services funds.

3. Counties with populations under 100,000:

Non-DMC SGF, non-DMC PSGF, and Women and Children's Residential Treatment SGF allocations do not require a County fund match, with the exception of State Hospital programs, which shall be funded on the basis of 90 percent SGF and 10 percent county funds to the extent that allocations of SGF are made available for such programs.

H. Cost Efficiencies

1. It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the NNA allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit C shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

**ARTICLE IV. PERFORMANCE PROVISIONS**

**A. Monitoring**

1. Contractor's performance under Exhibit C shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
  - (a) Whether the quantity of work or services being performed conform with Exhibit A1;
  - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
  - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract; and
  - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G), until such time new Perinatal Services Network Guidelines are established and adopted.
2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

**B. Performance Requirements**

1. Contractor shall provide the NNA dedicated capacity by service modality and capacity, negotiated by the Contractor and the State, as set forth in Exhibit A1.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - (a) Lack of educational materials or other resources for the provision of services;
  - (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
  - (c) Institutional, cultural, and/or ethnicity barriers;
  - (d) Language differences;
  - (e) Lack of service advocates; and

**ARTICLE V. REPORTING REQUIREMENTS**

**A. Financial Reports**

1. Contractor shall submit the County Prevention and Treatment Programs Fiscal Summary and Provider Fiscal Detail Forms, which are part of Exhibit A1, in accordance with the State's drug and alcohol fiscal reporting system requirements contained in Division 10.5 of HSC. Contractor agrees to submit the Exhibit A1 documents with the original contract and with each contract amendment.
2. Contractor shall submit timely the Quarterly Federal Financial Management reports and end-of-year cost data in the form of year-end cost settlement reports, including Document 2P, "County Certification Cost Report Year-End Claim for Reimbursement" with the original signature of the Contractor's authorized designee in accordance with Document 1F, "Requirements for Data by Date."

**B. Additional Reports**

1. In accordance with HSC, Section 11758.12(d), Contractor shall submit, and shall require its Subcontractors to submit, information required by the State. The information shall include, but is not limited to, utilization reports, compliance reports, financial reports, treatment and prevention services reports, demographic characteristics of service recipients, and data as required pursuant to the following:

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) in an electronic or hard copy format as provided and/or approved by the State, which complies with ADP requirements for data content, data quality, reporting frequency, reporting deadlines, and reporting method. Upon notice by ADP, the format for submission may be limited to electronic format only.

Document 1T: CalOMS Prevention User Manual – Submit CalOMS prevention data in the format prescribed in the CalOMS Prevention User Manual. The manual is updated quarterly and the most current version is available via the CalOMS Prevention website at [www.kitsco.com/casupport/WebHelp/CalOMS\\_Manual.htm](http://www.kitsco.com/casupport/WebHelp/CalOMS_Manual.htm).

**ARTICLE VI. GENERAL PROVISIONS**

A. Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine the reasonableness, allowableness, and allocation of costs incurred by Contractor. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Article III, Section A.

C. Negotiated Net Amount Limitations

Pursuant to HSC Section 11818, Contractor shall reimburse its Subcontractors that receive a combination of Medi-Cal funding and other federal or state funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

- Document 1V: Youth Treatment Guidelines  
[http://www.adp.ca.gov/youth/pdf/Youth Treatment Guidelines.pdf](http://www.adp.ca.gov/youth/pdf/Youth_Treatment_Guidelines.pdf)
- Document 1W: Certification Regarding Lobbying
- Document 1X: Disclosure of Lobbying Activities – Standard Form LLL
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs  
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors  
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide  
<http://www.adp.ca.gov/CalOMS/trainingtools.shtml>
- Document 3K: Business Associate Agreement: County is the Business Associate of the Department of Alcohol and Drug Programs
- Document 3L: Business Associate Agreement: Department of Alcohol and Drug Programs is the Business Associate of the County



## ARTICLE II. DEFINITIONS

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 9, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference. The following definitions shall apply to Exhibit D of this Contract:

- A. **"Administrative Costs"** means the Contractor's direct costs to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, program review, and activities related to billing.
- B. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- C. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by that county's Board of Supervisors to administer alcohol and drug programs.
- D. **"Covered Services"** means those DMC services authorized by Title XIX of the Social Security Act; Title 22 Section 51341.1; HSC Section 11758.46; and California's Medicaid State Plan. Covered services are Naltrexone treatment, outpatient drug-free treatment, narcotic replacement therapy, day care rehabilitative (for pregnant, postpartum, and Early and Periodic Screening, Diagnosis and Treatment (EPSDT) beneficiaries only), and perinatal residential alcohol and other drug abuse treatment (excluding room and board).
- E. **"Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified alcohol and other drug abuse treatment providers who are reimbursed for those services with a combination State General Fund (SGF) and federal Medicaid funds.
- F. **"Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) Program"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries under 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.
- "EPSDT (Supplemental Service)"** means the supplemental individual outpatient drug-free (ODF) counseling services provided to beneficiaries eligible for the EPSDT program. Supplemental individual ODF counseling consists of any necessary individual alcohol and other drug (AOD) counseling not otherwise included in the ODF counseling modality under the DMC program.

- Q. **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, Contractor expects to provide on an annual basis.
- R. **"Protected Population"** means: (1) EPSDT-eligible Medi-Cal beneficiaries under age 21; and (2) Medi-Cal-eligible pregnant and postpartum women.
- S. **"Provider of DMC Services"** means any person or entity that provides direct alcohol and other drug abuse treatment services and has been certified by State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics," Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)," Document 2F.
- T. **"Satellite site"** has the same meaning as defined in the Drug Medi-Cal Certification Standards for Substance Abuse Clinics.
- U. **"Service Area"** means the geographical area under Contractor's jurisdiction.
- V. **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, day care rehabilitative, perinatal residential, and Naltrexone treatment services. Rates are subject to change annually. The proposed SMA for FY 2006-07 are listed in the "Unit of Service" table in Article III Section Z.
- W. **"Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- X. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a direct provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit D.

Z. **"Unit of Service"** means a face-to-face contact on a calendar day for outpatient drug free, day care rehabilitative, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary's record. Units of service and SMA for FY 2006-07 are:

Service	Type of Unit of Service (UOS)	Non-perinatal UOS	Perinatal UOS	Rate
Day Care Rehabilitative	Face-to-Face Visit	\$67.98 for EPSDT only	\$77.27	Statewide Maximum Allowance
Naltrexone Treatment	Face-to-Face Visit	\$21.19	N/A	Statewide Maximum Allowance
Outpatient Drug-Free Treatment	Face-to-Face Individual Group	\$64.16 \$30.85	\$106.08 \$48.16	Statewide Maximum Allowance
Perinatal Residential	Residential Day	N/A	\$77.46	Statewide Maximum Allowance

5. Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services in its service area. Such services shall not be limited due to budgetary constraints.
  - (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
  - (b) Contractor shall submit, and shall require its Subcontractors to submit, information required by the State. The information shall include, but is not limited to, data as required pursuant to the following:

Document 1K: Drug and Alcohol Treatment Access Report (DATAR) in an electronic or hard copy format as provided and/or approved by the State, which complies with ADP requirements for data content, data quality, reporting frequency, reporting deadlines, and reporting method. Upon notice by ADP, the format for submission may be limited to electronic format only.

Document 3J: CalOMS Treatment – Submit CalOMS treatment admission, discharge, annual update, or “provider no activity report” record in an electronic format provided and/or approved by the State, and on a schedule as determined by the State which complies with ADP requirements for data content, data quality, reporting frequency, reporting deadlines, and report method.

Contractor agrees that it shall submit all data requested in (a) and (b) in a manner identified, or on forms provided, by the State by the applicable due dates or the dates in Document 1F, “Requirements for Data by Date.”
  - (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
6. Covered services, whether provided directly by the Contractor or through subcontracts with DMC certified programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. Contractor shall require all the providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:

- (a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;
- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F); and
- (e) Title 9, Sections 10000, et seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

Contractor acknowledges that if a provider is under investigation by DHS or any state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&IC Section 14043.36(a).

Contractor and Subcontractors shall participate in DMC orientation training sessions as prescribed by the Department.

4. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a alcohol and other drug abuse treatment program or provide a covered service is revoked, suspended, modified, or not renewed, the State may amend this Contract.

A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

4. Only DMC SGF may be used to match Federal Financial Participation (FFP) funding. Contractor shall only use DMC SGF to fund applicable Minor Consent Services and services with AID Code 65.

B. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit D. Any federal Medicaid funds and DMC SGF paid to the Contractor, but not expended for DMC services shall be returned to the State.

C. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract was not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

D. Additional Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

E. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

F. Exemptions

Exemptions to the provisions of Section E, above, may be granted by the California Department of Finance provided that the Director of DHS certifies in writing that federal funds are available for the term of the contract.

2. Should a Subcontractor discontinue operations, Contractor shall retain the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records retaining to state funds. Contractor shall follow SAM requirements.

If the Contractor cannot physically maintain the fiscal and program records of the Subcontractor, then arrangements shall be made with the State to take possession and maintain all records.

3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not begun within three years, the interim settlement shall be considered as the final settlement.
4. In addition to the audit requirements set forth in Exhibit B, State may also conduct financial audits of DMC programs, exclusive of NTP services provided on or after July 1, 1997, to accomplish any of, but not limited to, the following audit objectives:
  - (a) To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
  - (b) To ensure that only the cost of allowable DMC activities are included in reported costs;
  - (c) To determine the provider's usual and customary charge to the general public in accordance with CMS (Provider Reimbursement Manual) for comparison to the DMC cost per unit;
  - (d) To review documentation of units of service and determine the final number of approved units of service;
  - (e) To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and
  - (f) To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

9. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.
10. If differences cannot be resolved between the State and/or DHS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit D, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
11. Providers of DMC services shall, upon request, make available to the State its fiscal and other records to assure that such provider has adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:
  - (a) Provider ownership, organization, and operation;
  - (b) Fiscal, medical, and other recordkeeping systems;
  - (c) Federal income tax status;
  - (d) Asset acquisition, lease, sale, or other action;
  - (e) Franchise or management arrangements;
  - (f) Patient service charge schedules;
  - (g) Costs of operation;
  - (h) Cost allocation methodology;
  - (i) Amounts of income received by source and purpose; and
  - (j) Flow of funds and working capital.
12. In the event this Contract is terminated, Contractor shall deliver all of its fiscal and program records pertaining to the performance of this Contract to the State, which will retain the records for the required retention period.



2. In the absence of good cause documented on the Good Cause Certification (ADP 6065) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.
3. Claims for reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&IC, Sections 14132.44 and 14132.47.
4. Contractor shall utilize the Drug Medi-Cal Provider Billing Manual (for a copy, please contact your ADP Fiscal Management and Accountability Analyst) and the Companion Guide for HIPAA 837P and 835 Transactions (Document 2Y) for understanding and obtaining instructions for the DMC billing process.

C. Year-End Cost Settlement Reports and Performance Reports

1. State will not accept year-end cost settlement reports from the Subcontractor(s) directly. Pursuant to HSC Section 11758.46 (j)(2) Contractor shall submit to the State, on November 1 of each year, the following documents by paper or electronic submission for the previous fiscal year:
  - (a) Document 2P, County Certification Year-End Claim for Reimbursement
  - (b) Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Day Care Rehabilitative for Alcohol and Drug or Perinatal
  - (c) Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Alcohol and Drug or Perinatal
  - (d) Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Alcohol and Drug or Perinatal
  - (e) Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal
  - (f) Document 2P(h) and 2P(i), Drug Medi-Cal Cost Report Forms for Narcotic Treatment Programs for Alcohol and Drug or Perinatal
2. State may settle costs for DMC services based on the year-end cost settlement report as the final amendment to the approved single State/County contract.

**ARTICLE VI. POSTSERVICE POSTPAYMENT UTILIZATION REVIEW**

- A. State shall conduct Postservice Postpayment utilization reviews in accordance with Title 22 Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations and program coverage after services are rendered and the claim paid.
- B. State shall take appropriate steps to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate.
- C. State shall monitor the Subcontractor's compliance with postservice postpayment utilization review requirements in accordance with Title 22. DHS and the federal government may also review the existence and effectiveness of the State's utilization review system.
- D. Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- E. Satellite sites must keep a record of the clients/patients being treated at that location.

- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Day Care Rehabilitative – Alcohol and Drug (forms and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Day Care Rehabilitative – Perinatal (forms and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Alcohol and Drug (forms and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (forms and instructions)
- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Alcohol and Drug (forms and instructions)
- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (forms and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (forms and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Alcohol and Drug (forms and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (forms and instructions)
- Document 2W: ADP Letter 97-52, “New Minor Consent Aid Codes and Minor Consent Services to Pregnant/Postpartum Youth.”  
<http://www.adp.ca.gov/ADPLTRS/97-52.shtml>
- Document 2Y: Companion Guide for HIPAA 837P and 835 Transactions (April 27, 2004)  
[http://www.adp.ca.gov/hp/pdf/companion\\_guide.pdf](http://www.adp.ca.gov/hp/pdf/companion_guide.pdf)
- Document 3E ADP Bulletin #05-30 – HIPAA Drug Medi-Cal Claim Submission Policy
- Document 3F ADP Bulletin #05-10 – Acceptable Drug Medi-Cal Claim Format for Processing