

ORIGINAL

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 68 Pages

AGREEMENT NUMBER
NNA09
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS (ADP)
CONTRACTOR'S NAME
COUNTY OF EL DORADO
- The term of this Agreement is: 7/1/2004 through 6/30/2008
- The maximum amount of this Agreement is:

\$ 1,415,440 (F.Y. 2004/05)	or	\$ 1,073,100 (see note below)
\$ 1,415,440 (F.Y. 2005/06)	or	\$ 1,073,100 (see note below)
\$ <u>1,415,440</u> (F.Y. 2006/07)	or	\$ <u>1,073,100</u> (see note below)
\$ 4,246,320 (Total)	or	\$ 3,219,300 (see note below)

Note: Per Health and Safety Code Section 11758.46(e)(2), this contract must be approved by County's Board of Supervisors and ADP by 7/31/04 or ADP will assume responsibility of the county's Drug Medi-Cal treatment services and this contract will be reduced by the necessary State General Funds to support those services.

- The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A-1 – Fiscal Allocation Detail, Budget 1	3	Pages	Effective only if contract is fully approved by 7/31/04 – see note above.
Exhibit A-1 – Fiscal Allocation Detail, Budget 2 (NNA Only)	3	Pages	Effective only if contract is not fully approved by 7/31/04 – see note above.
Exhibit B – General Terms and Conditions Effective 7/1/04	22	Pages	ATTEST: CINDY KECK, Clerk of the Board of Supervisors By <u>Cynthia Johnson</u> DEPUTY 6/15/04
Exhibit C – Negotiated Net Amount Provisions Effective 7/1/04	20	Pages	
Exhibit D – Drug Medi-Cal Substance Abuse Treatment Services Provisions Effective 7/1/04	22	Pages	Effective only if contract is fully approved by 7/31/04 – see note above.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) COUNTY OF EL DORADO		Exempt per Dept. of General Services' memo dated 7/10/96 and Welfare and Institutions Code 14087.4
BY (Authorized Signature) <u>Rusty Dupray</u>	DATE SIGNED <u>6/15/04</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Rusty Dupray, Chairman, El Dorado County Board of Supervisors		
STATE OF CALIFORNIA		
AGENCY NAME DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS		<input checked="" type="checkbox"/> Exempt per: See above
BY (Authorized Signature) <u>Alan Smith</u>	DATE SIGNED <u>6-17-04</u>	
PRINTED NAME AND TITLE OF PERSON SIGNING Alan Smith, Manager, Fiscal & Administrative Services Branch, Div. of Administration		
ADDRESS 1700 K Street, Sacramento, CA 95814-4037		

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2004-05 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2004 to June 30, 2005) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50410/702.11
State General Funds - DMC	\$ 66,793	50412/702.10
Total Regular State General Funds		\$ 89,885
<u>Perinatal State General Funds</u>		
State General Funds - NNA	\$ 75,746	50413/702.21
State General Funds - DMC	\$ 104,377	50411/702.20
Total Perinatal State General Funds		\$ 180,123
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50413/702.22
Parolee Services Network Funds	\$ -	50459/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 270,008

Federal Funds

SAPT Block Grant - 93.959 (FFY 2005 Award) (October 1, 2004 to June 30, 2006 - 21 Months)

SAPT Female Offender Treatment Services - FFY 2005 Award	\$ -	50563/702.40
SAPT Discretionary - FFY 2005 Award	\$ 626,746	50563/702.30
SAPT Adolescent/Youth Treatment Program - FFY 2005 Award	\$ 16,818	50563/702.49
SAPT Friday Night Live - FFY 2005 Award	\$ 3,000	50562/702.33
SAPT Club Live - FFY 2005 Award	\$ 3,000	50562/702.33
SAPT Primary Prevention Set-Aside - FFY 2005 Award	\$ 192,810	50562/702.31
SAPT HIV Set-Aside - FFY 2005 Award	\$ 41,277	50563/702.35
SAPT Perinatal Set-Aside - FFY 2005 Award	\$ 48,005	50564/702.36
SAPT Special Projects - FFY 2005 Award	\$ -	Various/702.45
SAPT SATTA Funding (Discretionary/Drug Testing) - FFY 2005 Award	\$ 42,606	50563/702.52
Total SAPT Block Grant - FFY 2005 Award		\$ 974,262

Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2004 to June 30, 2005) (12 Months)

Drug Medi-Cal (Federal Share Only)	\$ 66,793	7000/50494/702.10
Perinatal Drug Medi-Cal (Federal Share Only)	\$ 104,377	7000/50495/702.20
Total Federal Drug Medi-Cal Funds		\$ 171,170
TOTAL FEDERAL FUNDS		\$ 1,145,432
GRAND TOTAL - ALL FUNDS		\$ 1,415,440

COUNTY: EL DORADO

Exhibit A1
Budget 1

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2005-06 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2005 to June 30, 2006) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50510/702.11
State General Funds - DMC	\$ 66,793	50512/702.10
Total Regular State General Funds		\$ 89,885
<u>Perinatal State General Funds</u>		
State General Funds - NNA	\$ 75,746	50513/702.21
State General Funds - DMC	\$ 104,377	50511/702.20
Total Perinatal State General Funds		\$ 180,123
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50513/702.22
Parolee Services Network Funds	\$ -	50559/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 270,008

Federal Funds

SAPT Block Grant - 93.959 (FFY 2006 Award) (October 1, 2005 to June 30, 2007 - 21 Months)

SAPT Female Offender Treatment Services - FFY 2006 Award	\$ -	50663/702.40
SAPT Discretionary - FFY 2006 Award	\$ 626,746	50663/702.30
SAPT Adolescent/Youth Treatment Program - FFY 2006 Award	\$ 16,818	50663/702.49
SAPT Friday Night Live - FFY 2006 Award	\$ 3,000	50662/702.33
SAPT Club Live - FFY 2006 Award	\$ 3,000	50662/702.33
SAPT Primary Prevention Set-Aside - FFY 2006 Award	\$ 192,810	50662/702.31
SAPT HIV Set-Aside - FFY 2006 Award	\$ 41,277	50663/702.35
SAPT Perinatal Set-Aside - FFY 2006 Award	\$ 48,005	50664/702.36
SAPT Special Projects - FFY 2006 Award	\$ -	Various/702.45
SAPT SATTA Funding (Discretionary/Drug Testing) - FFY 2006 Award	\$ 42,606	50663/702.52
Total SAPT Block Grant - FFY 2006 Award		\$ 974,262

Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2005 to June 30, 2006) (12 Months)

Drug Medi-Cal (Federal Share Only)	\$ 66,793	7000/50594/702.10
Perinatal Drug Medi-Cal (Federal Share Only)	\$ 104,377	7000/50595/702.20
Total Federal Drug Medi-Cal Funds		\$ 171,170
TOTAL FEDERAL FUNDS		\$ 1,145,432
GRAND TOTAL - ALL FUNDS		\$ 1,415,440

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2006-07 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2006 to June 30, 2007) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50610/702.11
State General Funds - DMC	\$ 66,793	50612/702.10
Total Regular State General Funds		\$ 89,885
<u>Perinatal State General Funds</u>		
State General Funds - NNA	\$ 75,746	50613/702.21
State General Funds - DMC	\$ 104,377	50611/702.20
Total Perinatal State General Funds		\$ 180,123
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50613/702.22
Parolee Services Network Funds	\$ -	50659/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 270,008
<u>Federal Funds</u>		
<u>SAPT Block Grant - 93.959 (FFY 2007 Award) (October 1, 2006 to June 30, 2008 - 21 Months)</u>		
SAPT Female Offender Treatment Services - FFY 2007 Award	\$ -	50763/702.40
SAPT Discretionary - FFY 2007 Award	\$ 626,746	50763/702.30
SAPT Adolescent/Youth Treatment Program - FFY 2007 Award	\$ 16,818	50763/702.49
SAPT Friday Night Live - FFY 2007 Award	\$ 3,000	50762/702.33
SAPT Club Live - FFY 2007 Award	\$ 3,000	50762/702.33
SAPT Primary Prevention Set-Aside - FFY 2007 Award	\$ 192,810	50762/702.31
SAPT HIV Set-Aside - FFY 2007 Award	\$ 41,277	50763/702.35
SAPT Perinatal Set-Aside - FFY 2007 Award	\$ 48,005	50764/702.36
SAPT Special Projects - FFY 2007 Award	\$ -	Various/702.45
SAPT SATTA Funding (Discretionary/Drug Testing) - FFY 2007 Award	\$ 42,606	50763/702.52
Total SAPT Block Grant - FFY 2007 Award		\$ 974,262
<u>Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2006 to June 30, 2007) (12 Months)</u>		
Drug Medi-Cal (Federal Share Only)	\$ 66,793	7000/50694/702.10
Perinatal Drug Medi-Cal (Federal Share Only)	\$ 104,377	7000/50695/702.20
Total Federal Drug Medi-Cal Funds		\$ 171,170
TOTAL FEDERAL FUNDS		\$ 1,145,432
GRAND TOTAL - ALL FUNDS		\$ 1,415,440

COUNTY: EL DORADO

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2004-05 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2004 to June 30, 2005) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50410/702.11
State General Funds - DMC	\$ -	50412/702.10
Total Regular State General Funds		\$ 23,092
<u>Perinatal State General Funds</u>		
State General Funds - NNA	\$ 75,746	50413/702.21
State General Funds - DMC	\$ -	50411/702.20
Total Perinatal State General Funds		\$ 75,746
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50413/702.22
Parolee Services Network Funds	\$ -	50459/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 98,838
<u>Federal Funds</u>		
<u>SAPT Block Grant - 93.959 (FFY 2005 Award) (October 1, 2004 to June 30, 2006 - 21 Months)</u>		
SAPT Female Offender Treatment Services - FFY 2005 Award	\$ -	50563/702.40
SAPT Discretionary - FFY 2005 Award	\$ 626,746	50563/702.30
SAPT Adolescent/Youth Treatment Program - FFY 2005 Award	\$ 16,818	50563/702.49
SAPT Friday Night Live - FFY 2005 Award	\$ 3,000	50562/702.33
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Total SAPT Block Grant - FFY 2005 Award		\$ 974,262
<u>Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2004 to June 30, 2005) (12 Months)</u>		
Drug Medi-Cal (Federal Share Only)	\$ -	7000/50494/702.10
Perinatal Drug Medi-Cal (Federal Share Only)	\$ -	7000/50495/702.20
Total Federal Drug Medi-Cal Funds		\$ -
TOTAL FEDERAL FUNDS		\$ 974,262
GRAND TOTAL - ALL FUNDS		\$ 1,073,100

COUNTY: EL DORADO

Exhibit A1
Budget 2 (NNA Only)

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2006-07 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2006 to June 30, 2007) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50610/702.11
State General Funds - DMC	\$ -	50612/702.10
Total Regular State General Funds		\$ 23,092
<u>Perinatal State General Funds</u>		
State General Funds - NNA	\$ 75,746	50613/702.21
State General Funds - DMC	\$ -	50611/702.20
Total Perinatal State General Funds		\$ 75,746
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50613/702.22
Parolee Services Network Funds	\$ -	50659/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 98,838
<u>Federal Funds</u>		
<u>SAPT Block Grant - 93.959 (FFY 2007 Award) (October 1, 2006 to June 30, 2008 - 21 Months)</u>		
SAPT Female Offender Treatment Services - FFY 2007 Award	\$ -	50763/702.40
SAPT Discretionary - FFY 2007 Award	\$ 626,746	50763/702.30
SAPT Adolescent/Youth Treatment Program - FFY 2007 Award	\$ 16,818	50763/702.49
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SAPT Special Projects - FFY 2007 Award	\$ -	Various/702.45
SAPT SATTA Funding (Discretionary/Drug Testing) - FFY 2007 Award	\$ 42,606	50763/702.52
Total SAPT Block Grant - FFY 2007 Award		\$ 974,262
<u>Federal Drug Medi-Cal Funds (Reimbursement) (July 1, 2006 to June 30, 2007) (12 Months)</u>		
Drug Medi-Cal (Federal Share Only)	\$ -	7000/50694/702.10
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Total Federal Drug Medi-Cal Funds		\$ -
TOTAL FEDERAL FUNDS		\$ 974,262
GRAND TOTAL - ALL FUNDS		\$ 1,073,100

COUNTY: EL DORADO

FISCAL ALLOCATION DETAIL
DEPARTMENT OF ALCOHOL AND DRUG PROGRAMS
Fiscal Year 2005-06 Negotiated Net Amount/Drug Medi-Cal Budget V.0

<u>State Funds (July 1, 2005 to June 30, 2006) (12 Months)</u>	<u>Amounts</u>	<u>Totals/ PCA/Object Code</u>
<u>Regular State General Funds</u>		
State General Funds - NNA	\$ 23,092	50510/702.11
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State General Funds - NNA	\$ 75,746	50513/702.21
State General Funds - DMC	\$ -	50511/702.20
Total Perinatal State General Funds		\$ 75,746
<u>Other State General Funds</u>		
Women and Children's Residential Treatment Services Funds	\$ -	50513/702.22
Parolee Services Network Funds	\$ -	50559/702.18
Total Other State General Funds		\$ -
TOTAL STATE GENERAL FUNDS		\$ 98,838
<u>Federal Funds</u>		
<u>SAPT Block Grant - 93.959 (FFY 2006 Award) (October 1, 2005 to June 30, 2007 - 21 Months)</u>		
SAPT Female Offender Treatment Services - FFY 2006 Award	\$ -	50663/702.40
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Perinatal Drug Medi-Cal (Federal Share Only)	\$ -	7000/50595/702.20
Total Federal Drug Medi-Cal Funds		\$ -
TOTAL FEDERAL FUNDS		\$ 974,262
GRAND TOTAL - ALL FUNDS		\$ 1,073,100

FY 2004-2005

**Combined NNA/DMC
County/State Contract
Boilerplate**

Preliminary

Effective 7-1-04

GENERAL TERMS AND CONDITIONS

A. Contract Exhibits

This Contract between the Department of Alcohol and Drug Programs (State) and the county named in the Standard Agreement attached hereto (Contractor) consists of the Standard Agreement; Exhibits A-I, consisting of the Contractor's Fiscal Allocation Detail, Prevention and Treatment Programs Fiscal Summaries, and Provider and Service Fiscal Detail; Exhibit C, which defines the rights and obligations of the parties regarding Negotiated Net Amount (NNA) funds; Exhibit D (if attached), which defines the rights and obligations of the parties regarding Medicaid/Medi-Cal funds, as expended through the Drug Medi-Cal (DMC) Program; and this Exhibit B, entitled "General Terms and Conditions," which contains Contract provisions applicable to all of the Exhibits.

B. Contract Term

The term of this Contract shall be from July 1, 2004 through June 30, 2008. Except as provided in Exhibit C, Article III, Sections H and I, the expenditure period for the funds available hereunder shall be as stated on Exhibit A1. State is under no obligation to extend or renew this Contract.

C. Nullification of Exhibit D (if applicable)

The parties agree that if Contractor fails to comply with the provisions of Health and Safety Code (hereinafter referred to as HSC) Section 11758.46 including, without limitation, the deadlines in subsections (e) and (g)(2), Exhibit D shall be null and void and severed from the remainder of this Contract.

In the event Exhibit D becomes null and void, Budget #2, NNA only (Exhibit A1) will take effect reflecting the removal of DMC State General Fund (SGF), DMC Perinatal State General Fund (PSGF), and federal Medicaid funds from this Contract. Exhibit C of this Contract will remain in effect until amended or terminated.

D. Unenforceable Provisions

In the event any provision of this Contract is held invalid or unenforceable by any court of competent jurisdiction, the holding will not invalidate or render unenforceable any other provision hereof.

E. Use of State Funds

1. Contractor may not use or transfer SGF DMC funds allocated pursuant to Exhibit D to SGF discretionary funds allocated pursuant to Exhibit C or to pay for any non-DMC services.

G. Termination

1. This Contract may be terminated by either party by delivering written notice of termination to the other party at least 30 days prior to the effective date of termination. The notice shall state the effective date of and reason for the termination. In the event of changes in law that affect provisions of this Contract, the parties agree to amend the affected provisions to conform with the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Contract are severable and in the event that changes in law render provisions of the Contract void, the unaffected provisions and obligations of this Contract will remain in full force and effect.
2. State may terminate this Contract immediately for cause. The term "for cause", means that the Contractor failed to meet the terms, conditions, and/or responsibilities of the Contract. State shall provide the Contractor with written notice of the termination, including the effective date and reason for the termination. The termination of the Contract shall be effective as of the date indicated in the written notice.
3. The following additional provisions regarding termination apply only to Exhibit D of this Contract:
 - (a) In the event the federal Department of Health and Human Services (hereinafter referred to as DHHS), the California Department of Health Services (hereinafter referred to as DHS), or State determines Contractor does not meet the requirements for participation in the DMC Program, State will terminate Exhibit D of this Contract for cause.
 - (b) All obligations to provide covered services under this Contract will automatically terminate on the effective date of any termination of this Contract. Contractor will be responsible for providing or arranging for covered services to beneficiaries until the effective date of termination or expiration of the Contract.

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

- (f) to determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C or Exhibit D.
 - 4. Contractor shall comply, and shall require that Subcontractors comply, with all terms and conditions of this Contract and all pertinent state and federal statutes and regulations. Contractors and Subcontractors shall permit State, DHS, DHHS, Comptroller General of the United States, or other authorized state or federal agencies and representatives, to inspect or otherwise evaluate the quality, appropriateness, and timeliness of services performed under this Contract. The Contractor shall allow State, DHS, DHHS, the Comptroller General of the United States, and other authorized state or federal agencies and representatives to review and copy any and all books, records, and facilities maintained by Contractor and its Subcontractors related to these services at any time during normal business hours. Unannounced visits may be made at the discretion of State. Employees who might reasonably have information related to such records may be interviewed.
 - 5. The refusal of Contractor or Subcontractor to permit access to and inspection of books, records, and facilities as described in this part constitutes an express and immediate breach of this Contract and will be sufficient basis to terminate the Contract for cause.
- I. Debarment and Suspension Certification
- 1. By signing this agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
 - 2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (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;

- (b) Each recipient shall file a disclosure (in the form set forth in Exhibit C, Document 1X, entitled "Standard Form-LLL - Disclosure of Lobbying Activities") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract or grant or any extension or amendment of that contract or grant, which would be prohibited under Paragraph 2 of this provision if paid for with appropriated funds.
- (c) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph 1 (b) herein. An event that materially affects the accuracy of the information reported includes:
 - (i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
 - (ii) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - (iii) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
 - (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.
 - (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 ADP program contract manager.

2. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended 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.

N. Prevention Business Practices

Prevention is defined as strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic alcohol, and other drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result is to promote safe and healthy behaviors and environments for individuals, families, and communities.

Not less than 20 percent of the Substance Abuse Prevention and Treatment (SAPT) Block Grant must be spent on "primary prevention" for individuals who do not require treatment for substance abuse as described in the SAPT Block Grant requirements. Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.

Contracts will meet data reporting requirements for capacity, process, and outcome as required by federal grant requirements. The data will use the Institute of Medicine prevention categories of universal, selective, and indicated.

1. Universal prevention strategies address an entire population (national, local community, school, workplace, neighborhood), to prevention or delay AOD use and/or abuse.
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 substance abuse in individuals who are exhibiting early signs of substance abuse and associated problem behaviors.

Contractor agrees to comply with the following prevention business practices in its prevention activities funded under this Contract, and provide evidence of compliance with these practices if requested by State:

1. Assessment of Needs with Data:

Through the use of data relevant to specific communities, identify at risk and under-served populations and their environmental risks related to alcohol and other drugs.

2. Prioritize and Commit to Purpose:

Through local or regional advisory bodies (coalitions), establish prevention priorities for the assessed needs. Provide a sound validation for the selection of priorities; identify the benefits. Provide evidence that identified priorities and desired outcomes are culturally relevant to priority populations.

3. 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 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 Contractor of a use or disclosure of confidential information by Contractor or its Subcontractors 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.

P. Nondiscrimination in Employment

1. During the performance of this Contract, Contractor and its Subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, status as disabled veteran or veteran of the Vietnam era, and use of family care leave. Contractor and Subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and Subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (CCR, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the CCR, are incorporated into this Contract by reference and made a part hereof as if set forth in full. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Contract.

2. Contractor agrees to post, and further agrees to require its Subcontractors to post, in conspicuous places, notices available to all employees and applicants for employment setting forth the provisions of the Equal Opportunity Act [42 USC 2000(e)] in conformance with Federal Executive Order No. 11246, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' readjustment Assistance Act of 1974 (38 U.S.C. 4212). Contractor agrees to comply, and further agrees to require its Subcontractors to comply, with the provisions of the Rehabilitation Act of 1973 (29 USC 794).

4. No state or federal funds shall be used by Contractor or any Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by Contractor or any 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. Drug-Free Work Place

By signing this Contract, Contractor certifies that it will comply, and require that Subcontractors comply, with the requirements of the Drug-Free Work Place Act of 1990 (California Government Code, Title 2, Chapter 1, Division 5.5, Section 8350 et seq.) and that both Contractor and its Subcontractors will provide drug-free work places by taking the following actions:

1. Publish a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's work place and specifying the actions that will be taken against employees for violations of the prohibitions as required by the Government Code, Section 8355(a).
2. Establish a drug-free awareness program as required by the Government Code, Section 8355(b) to inform all employees about all of the following:
 - (a) the dangers of drug abuse in the work place;
 - (b) the person's or organization's policy of maintaining a drug-free work place;
 - (c) any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) the penalties that may be imposed upon employees for drug abuse violations.
3. Provide, as required by the Government Code, Section 8355(c), that every employee engaged in the performance of the Contract:
 - (a) be given a copy of Contractor's drug-free policy statement; and
 - (b) as a condition of employment on the Contract, agree to abide by the terms of the statement.

W. Disputes

Contractor shall continue to carry out its responsibilities under this Contract during any disputes.

X. Assignment

This Contract is not assignable by Contractor, either in whole or in part, without the consent of State in the form of a formal written agreement.

Y. Indemnification

Contractor agrees to indemnify, defend and save harmless State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, Subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Contract and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Contract.

Z. Independent Contractor

Contractor, and the agents and employees of 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. Purchase of American-Made Equipment and Products

To the greatest extent practicable, all equipment and products purchased with funds made available through this Contract should be American-made.

CC. 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).

DD. 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.

3. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or Subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this agreement.
 - (a) Equipment purchases shall not exceed \$50,000 annually.
 - (b) All equipment purchases are subject to Paragraphs 4 through 8 of this provision. Paragraph 2 of this provision shall also apply, if equipment purchases are delegated to Subcontractors that are either a government or public entity.
 - (c) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
 - (i) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement contract in which, to his or her knowledge, he or she has a financial interest.
 - (ii) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
 - (iii) Procurements shall be conducted in a manner that provides for all of the following:
 - [1a] Avoid purchasing unnecessary or duplicate items.
 - [2a] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3a] Take positive steps to utilize small and veteran owned businesses.
4. Unless waived or otherwise stipulated in writing by ADP, prior written authorization from the appropriate ADP program contract manager will be required before the Contractor or Subcontractor may make a purchase of \$5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by ADP, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a Subcontractor and public utility services at rates established for uniform applicability to the general public.

- (b) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of State equipment and/or miscellaneous property to the ADP program contract manager. Contractor shall:
 - (i) Include in the inventory report, equipment and/or miscellaneous property in the Contractor's possession and/or in the possession of a Subcontractor (including independent consultants).
 - (ii) Contact the ADP program contract manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or miscellaneous property that is no longer wanted, usable or has passed its life expectancy.
- 2. Title to State equipment and/or miscellaneous property shall not be affected by its incorporation or attachment to any property not owned by the State.
- 3. Unless otherwise stipulated, ADP shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor and/or Subcontractors' facility, which may be affected by the removal of any State equipment and/or miscellaneous property.
- 4. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of State equipment and/or miscellaneous property.
 - (a) In administering this provision, ADP may require the Contractor and/or Subcontractor to repair or replace, to ADP' satisfaction, any damaged, lost or stolen State equipment and/or miscellaneous property. Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the ADP program contract manager.
- 5. Unless otherwise stipulated by the program funding this agreement, equipment and/or miscellaneous property purchased/reimbursed with agreement funds or furnished by ADP under the terms of this agreement, shall only be used for performance of this agreement or another ADP agreement.

8. Automobile Liability Insurance

- (a) The Contractor, by signing this agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by ADP under the terms of this agreement to the Contractor and/or Subcontractor.
- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the ADP program contract manager.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this agreement or until such time as the motor vehicle is returned to ADP.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate or insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [i] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Alcohol and Drug Programs).
 - [ii] The State of California, its officers, agents, employees, and servants are included as additional insured's, but only with respect to work performed for the State under this agreement and any extension or continuation of this agreement.
 - [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 agreement number for which the insurance was obtained.

NEGOTIATED NET AMOUNT

ARTICLE I. FORMATION AND PURPOSE

A. Authority

State and 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 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 11757(a) and (b), Contractor shall (i) establish, and shall require subcontractors to establish, written accounting procedures consistent with the following requirements, and (ii) be held accountable for audit exceptions taken by State against Contractor and its subcontractors for any failure to comply with these requirements:
 - (a) HSC, Division 10.5;
 - (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4;
 - (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 States Code (USC), Section 300x-5;
 - (f) Title 42 USC, Chapter 6A, Subchapter XVII – Part B, Subpart II, commencing at Section 300x-21];
 - (g) Single Audit Act of 1984 (31 USC section 7501 et seq.) and the Single Audit Act Amendments of 1996 (31 USC sections 7501-7507) and the corresponding most recently revised OMB Circular A-133;
 - (h) Title 45 Code of Federal Regulations (CFR), Part 96, Subparts C, and L, Substance Abuse Prevention and Treatment Block Grant;

6. Contractor shall comply with the requirements contained in Document 1F, incorporated by this reference, "Requirements for Data by Date."
7. Contractor shall comply with the requirements for perinatal programs funded under Exhibit C contained in Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines."
8. Contractor shall comply with the requirements contained in Document 1T, incorporated by this reference, "Prevention Activities Data System (PADS) Forms," which addresses the collection of information required in the SAPT Block Grant. Reports are required from primary prevention providers on a yearly basis.
9. Contractor shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines", Revised August 2002 in developing and implementing youth treatment programs funded under Exhibit C.
10. If Contractor applied for and received an award for Youth Development and Crime Prevention funds, Contractor agrees to comply with all terms and conditions of (a) Document 1R, incorporated by this reference, "Youth Development and Crime Prevention Initiative Solicitation for Proposals and Project-Wide Benchmarks," (b) Contractor-specific proposal, and (c) any amendments to that proposal.

C. Contract Negotiation

Contract negotiations may be conducted between Contractor and 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. However, in the event Contractor and State, through their authorized representative(s), cannot resolve issues of disagreement by correspondence, State reserves the right to require the attendance of Contractor's authorized representative(s) at State Headquarters for the limited purpose of resolving issues of disagreement. Any failure by Contractor's representative(s) to attend any scheduled Headquarters negotiation at the scheduled time and designated location will constitute a delay by Contractor under HSC, Section 11758.12(b)(2)(A).

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, "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 and Secondary Prevention Services	staff hours
Nonresidential Services	
Outpatient	staff hours
Aftercare	staff hours
Day Care Rehabilitative	visit days
Residential Treatment Service	bed days
Narcotic Treatment Program	
Inpatient Detoxification	bed days
Outpatient Detoxification	slot days
Narcotic Replacement Therapy	slot days
Methadone	
Levo-alpha-acetyl-methadol (LAAM)	
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 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 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 Contractor fails to timely submit reports and data required by State, including but not limited to, reports required pursuant to Exhibit C, Article V. Upon 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 Contractor fails to submit the contract amendment, including Contractor and subcontractor fiscal detail data that is due to State within 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 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

Contractor may not retain more than \$100 in interest earned on federal funds per year per Title 45, CFR, 92.21(i). Interest earned in excess of this amount is to be returned to State. Any interest retained by Contractor must be used for administrative expenses. Any interest retained from SGF by Contractor must be used for the purpose it was allocated.

- (g) Contractor, in coordination with 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 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 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 any subcontractor 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 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.

G. County Match Requirements

Contractor shall comply with the following requirements pursuant to HSC, Sections 11840, 11840.1, and 11987.4:

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 Contractor in maintaining the dedicated capacity and units of service shall be met by the NNA allocated to 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 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 Contractor has established and is monitoring quality standards;
 - (c) whether Contractor is abiding by all the terms and requirements of this contract; and
 - (d) whether Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G).
2. Failure to comply with the above provisions shall constitute grounds for State to suspend or recover payments, subject to 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 Contractor and 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 or cultural barriers;
 - (d) language differences;
 - (e) lack of service advocates; and
 - (f) failure to survey or otherwise identify the barriers to service accessibility.

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 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 timely submit 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 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 subcontractors to submit, information required by 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) and Provider Waiting List Record (WLR) in an electronic or hard copy format provided or approved by the state;
 - Document 1L: California Alcohol and Drug Data System (CADDs) – Instructional Manual and the CADDs Provider Summary Report in an electronic or hard copy format provided or approved by the state;
 - Document 1Q: Youth Development and Crime Prevention Initiative Project Quarterly Report; and,
 - Document 1T: Prevention Activities Data System (PADS) Forms, ADP7235A-G.
2. Contractor agrees that it shall submit all data requested pursuant to this Article V in a manner identified, or on forms provided, by State by the applicable due dates or the dates in Document 1F, "Requirements for Data by Date."

ARTICLE VI. GENERAL PROVISIONS**A. Records**

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for State to audit contract performance and contract compliance.

Contractor shall make these records available to 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, allowably, and allocation of costs incurred by Contractor.

1. Contractor shall include in any contract with an audit firm a clause to permit access by State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with State.
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 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.
5. Contractor's subcontracts shall require that all subcontractors comply with the requirements of this Section A.
6. Should a subcontractor discontinue its contractual agreement with Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining 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 pertaining to State funds.

**LIST OF EXHIBIT C DOCUMENTS INCORPORATED BY REFERENCE*
FISCAL YEAR 2004-05**

The following documents are hereby incorporated by reference into Exhibit C and, as applicable, into Exhibit D regardless of whether or not they are actually attached to the contract.

Document 1A:	Title 45, Code of Federal Regulations 96, Subpart L, Substance Abuse Prevention and Treatment Block Grant Requirements (as amended by PL 106-310, the Children's Health Act of 2000)
Document 1C:	Driving-Under-the-Influence Program Requirements
Document 1D:	Services to California Department of Corrections (CDC) - Parolee Services Network Projects and Female Offender Treatment Project
Document 1F:	Requirements for Data by Date
Document 1G:	Perinatal Services Network Guidelines (Non-Drug Medi-Cal)
Document 1H:	Service and Program Code Listing and Service Code Descriptions
Document 1J:	Audit Appeals Process
Document 1K:	Drug and Alcohol Treatment Access Report (DATAR) and Provider Waiting List Record (WLR)
Document 1L:	California Alcohol and Drug Data System (CADDs) – Instructional Manual and CADDs Provider Summary Report
Document 1P:	Alcohol and/or Other Drug Program Certification Standards
Document 1Q:	Youth Development and Crime Prevention Initiative Project Quarterly Report
Document 1R:	Youth Development and Crime Prevention Initiative Solicitation for Proposals and Project-Wide Benchmarks
Document 1T:	Prevention Activities Data System (PADS) Forms, ADP 7235A-G
Document 1U:	Research-Based Prevention Requirements

DRUG MEDI-CAL SUBSTANCE ABUSE TREATMENT SERVICES

ARTICLE I. FORMATION AND PURPOSE

- A. Exhibit D of this contract is entered into by and between State and Contractor for the purpose of identifying and providing for covered Drug Medi-Cal (DMC) services for substance abuse treatment in Contractor's service area pursuant to Sections 11987.3 and 11987.5(b) and (c) and Sections 11758.40 through 11758.47 of the Health and Safety Code (hereinafter referred to as HSC), Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1 and consistent with the Interagency Agreement between the Department of Health Services (DHS) and State.
- B. It is further agreed that Exhibit D of this contract is controlled by applicable provisions of (a) the Welfare and Institutions Code (hereinafter referred to as W&IC), Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14021, 14021.5, 14021.6, 14043, et seq. and 14132.90; (b) the HSC, in particular but not limited to, Sections 11758.40 through 11758.47; (c) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (d) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in Exhibit D shall be construed to impair the single state agency authority of DHS.
- D. The objective of Exhibit D is to make substance abuse treatment services available to Medi-Cal beneficiaries through utilization of federal funds available pursuant to Title XIX of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

- G. **"Federal Financial Participation (FFP)"** means the share of federal Medicaid funds for reimbursement of DMC services.
- H. **"Final Settlement"** means permanent settlement of Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by State. If the audit has not begun within three years, the interim settlement shall be considered as the final settlement.
- I. **"Interim Payment"** means the monthly payment in arrears of SGF from State to Contractor for projected costs of providing and/or arranging for covered services.
- J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in Contractor's year-end cost settlement report, exclusive of amounts disallowed pursuant to a postservice, postpayment review or for units of service that were denied by DHS or the county and/or DMC provider.
- K. **"Medical Necessity"** means those substance abuse treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or, in the case of EPSDT, services that meet the criteria specified in Title 22, Section 51340.1.
- L. **"Minor Consent Drug Medi-Cal Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- M. **"Narcotic Treatment Program (NTP)"** means an outpatient clinic licensed by State to provide narcotic replacement therapy using methadone and/or levoalphacetylmethadol (LAAM), directed at stabilization and rehabilitation of persons who are opiate addicted and have a substance abuse diagnosis.
- N. **"Performance Report"** means an annual report based on information submitted by NTP providers in their DMC monthly claim forms. It is in lieu of a cost report. Performance reports are submitted in lieu of cost reports for certified NTP providers billing the state or county for DMC services only. Commencing January 1, 2003, NTP providers billing the state or county for DMC services only, and NTP providers billing the state for DMC services and providing services to persons subject to Penal Code Sections 1210.1 and 3063.1 only, shall submit performance reports in lieu of a cost report.
- O. **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services; services access, i.e., provision or arrangement of transportation to and from medically necessary treatment; education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).

Y. "Uniform Statewide Monthly Reimbursement (USMR) Rate" means the rate for NTP services based on a unit of service that is a calendar month of treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000, or the rate for individual or group counseling. The following table shows the FY 2004-05 proposed USMR.

□□□□□□□□□□□□□□	Type of Unit of Service (UOS)	Non-perinatal UOS (*)	Perinatal UOS (*)	Rate
NTP-Methadone	Daily	\$9.39 0.86 (*)	\$10.75 0.98(*)	Maximum
	Monthly	\$285.61	\$326.98	
NTP-LAAM	Dose	\$22.33 2.04(*)	N/A	Maximum
	Monthly	\$290.29	N/A	
NTP-Individual Counseling (**)	One 10 minute increment	\$12.78 1.17(*)	\$21.22 1.94(*)	Maximum
NTP Group Counseling (**)	One 10 minute increment	\$3.40 0.31(*)	\$5.22 0.48(*)	Maximum

(*) Administrative Costs are incorporated within the rate.

(**) The NTP Subcontractors may be reimbursed for up to 200 minutes (20 10-minute increments) of individual and/or group counseling per calendar month per beneficiary.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USMR. However, reimbursement paid by a county to a NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (HSC Section 11758.42(h)(2)(A)).

ARTICLE III. PROVISION OF SERVICE**A. Covered Services**

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in Contractor's service area. Covered services include:
 - (a) outpatient drug-free treatment;
 - (b) narcotic replacement therapy;
 - (c) naltrexone treatment;
 - (d) daycare rehabilitative (perinatal and EPSDT only); and
 - (e) perinatal residential substance abuse treatment services.
2. In the event of a conflict between the definition of services contained in this Exhibit D and the definition of services in Sections 51341.1, 51490.1, and 51516.1 of Title 22, the provisions of Title 22 shall govern.

B. Federal and State Mandates

1. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
2. Contractor shall comply with any additional legal requirements including, but not limited to, any court ordered requirements and statutory or regulatory amendments to existing law (including changes in covered services) that are imposed or are effective subsequent to the execution of this contract. Contractor agrees that this contract shall be amended to reflect such requirements, amendments, or changes.
3. Contractor shall comply with federal and state mandates to provide substance abuse treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women and (2) youth under age 21 who are eligible under the EPSDT Program.
4. Contractor shall comply with the California Family Code Section 6929 in the provision of Minor Consent Medi-Cal Services.
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.

8. Contractor shall notify State in writing prior to reducing the provision of covered services. In addition, any proposal to change the location where covered services are provided, or to reduce their availability, shall be submitted in writing to State 60 days prior to the proposed effective date. Contractor shall not implement the proposed changes if State denies Contractor's proposal.
 9. Contractor shall amend its subcontracts for covered services in order to provide sufficient DMC SGF to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
 10. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
 11. In the event that Contractor fails to provide covered services in accordance with the provisions of this contract, at the discretion of State, Contractor may be required to forfeit its DMC SGF allocation and surrender its authority to function as the administrator of covered services in its service area.
 12. The failure of Contractor or its Subcontractors to comply with Section B of this Article will be deemed a breach of this contract sufficient to terminate this contract for cause. In the event the contract is terminated, the provision of Exhibit B, Paragraph G, Item 2 shall apply.
- C. Provider Participation, Certification, Recertification, and Appeals
1. State will review and certify eligible providers to participate in the DMC program. Certification agreements will not be time limited. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics," (Document 2E). Document 2E contains the appeal process in the event State disapproves a provider's request for certification or recertification and shall be included in Contractor's subcontracts.
 2. Contractor shall include a provision in its subcontracts informing the provider that it may seek assistance from State in the event of a dispute over the terms and conditions of subcontracts.

ARTICLE IV. FISCAL PROVISIONS**A. Reimbursements**

To the extent that Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this contract, State agrees to pay Contractor DMC SGF and federal Medicaid funds according to the procedures delineated in Article V. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds for allowable expenditures as established by the federal government and approved by DHS, for the cost of services rendered to beneficiaries.

1. Reimbursement for covered services shall be made in accordance with applicable provisions of Title 22 and all other currently applicable policies and procedures.
2. It is understood and agreed that failure by Contractor or its Subcontractors to comply with applicable federal and State requirements in rendering covered services shall be sufficient cause for State to deny payments to and/or recover payments from Contractor. If State, DHS, or DHHS disallows or denies payments for any claim, Contractor shall repay to State the federal Medicaid funds and SGF it received for all claims so disallowed or denied.

Before such denial, recoupment, or disallowances are made, State shall provide Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow Contractor 60 days to submit additional information before the proposed action is taken. This requirement does not apply to the DMC Postservice Postpayment Utilization Reviews.

3. This contract encumbers a specific amount of DMC SGF to be used in accordance with Contractor's allocation as described in State's final allocation notice. This amount is intended to cover all anticipated need for DMC SGF for covered services. If the need for allowable DMC services is less than anticipated in any particular fiscal year, State may reduce the contract amount of DMC SGF through a contract amendment, the cost settlement process, or other available processes. If, during the term of this contract, Contractor's cost for allowable DMC services exceeds the maximum amount allowed for services described in Exhibit D, and Contractor has utilized all available DMC SGF allocated for the State match, Contractor shall submit a written request to State for additional DMC SGF funding.

G. Payment for Covered Services

Any payment for covered services rendered pursuant to this Exhibit D shall only be made pursuant to applicable provisions of Title XIX of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.

1. Contractor shall be reimbursed by State on the basis of its actual net reimbursable cost, including any allowable county administrative costs, not to exceed the unit of service maximum rate.

Pursuant to HSC Section 11758.42 (c), reimbursement to NTP providers shall be limited to the lower of either the uniform statewide monthly reimbursement rate, or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to a NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (HSC Section 11758.42(h)(2)(A)).

2. Pursuant to HSC Section 11987.5(a)(2), Contractor shall reimburse providers that receive a combination of Medi-Cal funding and other federal or state funding for the same service element and location based on the provider's actual costs in accordance with Medi-Cal 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.

H. Allowable Costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR, Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Provider Reimbursement Manual (Publication Number 15)." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to Contractor for DMC services, including funding for substance abuse services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

I. Records and Additional Audit Requirements

1. Accurate fiscal records and supporting documentation shall be maintained by Contractor and its Subcontractors to support all claims for reimbursement.
2. Should a Subcontractor discontinue operations, Contractor shall retain the Subcontractor's fiscal and program records for the required retention period.

- (c) A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 - (d) A review of the number of clients in group sessions to ensure that sessions include no less than four and no more than ten clients;
 - (e) Computation of final settlement based on the lower of USMR rate or the provider's usual and customary charge to the general public; and
 - (f) A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
6. Audit reports by State and/or DHS shall reflect all findings and any recommendations, adjustments, or corrective action necessary as a result of those findings.
 7. Contractor shall be responsible for any disallowances taken by the Federal Government, State, the Bureau of State Audits, or DHS as a result of any audit exception that is related to its responsibilities.
 8. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by State within one year from the date of the plan.
 9. Contractor, in coordination with State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to State.
 10. If differences cannot be resolved between State and/or DHS and 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 "Audit Appeals Process," Document 1J, 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, the Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J. Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

The following forms shall be prepared as needed and retained by the provider for review by State staff:

Document 2K, Multiple Billing Override Certification (ADP 7700)

Document 2L, Good Cause Certification (ADP 6065).

2. In the absence of good cause documented on the Good Cause Certification (ADP Form 6065), 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 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) 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 (Document X2) 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 Subcontractor(s) directly. Pursuant to HSC Section 11758.46 (j)(2) Contractor shall submit to 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

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.
- 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 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.

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
Document 2P(b):	Drug Medi-Cal Cost Report Forms – Day Care Rehabilitative – Perinatal
Document 2P(c):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Alcohol and Drug
Document 2P(d):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal
Document 2P(e):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Alcohol and Drug
Document 2P(f):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal
Document 2P(g):	Drug Medi-Cal Cost Report Forms – Residential – Perinatal
Document 2P(h):	Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Alcohol and Drug
Document 2P(i):	Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal
Document 2Q:	Direct Provider Certification - Year-End Claim for Reimbursement
Document 2Q(a):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual and Group Counseling – Direct Provider – Alcohol and Drug
Document 2Q(b):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual and Group Counseling – Direct Provider – Perinatal