

TULARE COUNTY AGREEMENT NO. 28745

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

THIS AGREEMENT ("Agreement") is entered into as of July 1, 2018 between the COUNTY OF TULARE, a political subdivision of the State of California ("COUNTY"), and TURNING POINT OF CENTRAL CALIFORNIA, INC, a California Corporation, ("CONTRACTOR"). COUNTY and CONTRACTOR are each a "Party" and together are the "Parties" to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of the CONTRACTOR for provision of maintaining a program for the prevention and/or treatment of alcohol and other drug related problems for the Tulare County area; and
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the COUNTY'S Alcohol and Drug Program; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2018, and expires at 11:59 PM on June 30, 2019, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached Exhibits A, A-1.
- 3. **PAYMENT FOR SERVICES:** See attached Exhibits B, B1.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached Exhibit C.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY'S "General Agreement Terms and Conditions" are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY'S "General Agreement Terms and Conditions" can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D, E, F, G, G-1, and H can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input checked="" type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input checked="" type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input checked="" type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts
<input checked="" type="checkbox"/>	Exhibit I	Compliance Criteria
<input checked="" type="checkbox"/>	Exhibit J	Assurances
<input checked="" type="checkbox"/>	Exhibit K	Monitoring and Audit

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

CONTRACT UNIT
TULARE COUNTY HEALTH & HUMAN SERVICES
AGENCY
5957 S. Mooney Boulevard
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-737-4059

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Turning Point of Central California, Inc.
220 N. Locust Street
Visalia, CA. 93291
Phone No.: 559- 267-1385
Fax No.: 559-636-2105

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind

COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT

CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Date: 6/22/18

By: [Signature]
Print Name Raymond R. Banks
Title Chief Executive Officer

Date: 6/22/18

By: [Signature]
Print Name Bruce Tyler
Title Chief Financial Officer

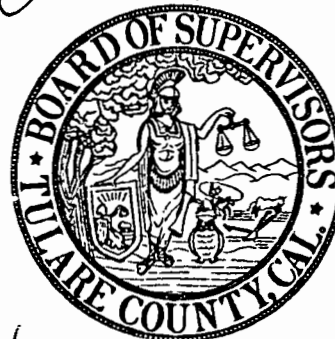
[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

Date: July 17, 2018

By: [Signature]
Chairman, Board of Supervisors

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: [Signature]
Deputy Clerk



Approved as to Form
County Counsel

By: [Signature] 6/28/18
Deputy
Matter # 2018468

EXHIBIT A
SCOPE OF SERVICES

FISCAL YEAR 2018-2019
July 1, 2018 through June 30, 2019

TURNING POINT YOUTH SERVICES, INC.
ADOLESCENT OUTPATIENT DRUG FREE SERVICES

PROGRAM OVERVIEW:

As a part of Turning Point of Central California, Inc., founded in 1970, Turning Point Youth Services has been serving Tulare County since 1980. We continue to provide services that have been designed to utilize the latest research based prevention and intervention strategies in order to impact systems within which youth function in our county. These strategies range from highly specific individualized and family treatment services to much broader approaches which impact whole communities and specifically environments that either encourage or discourage substance abuse related problems.

Our goal has been to alter systems, both informal and formal, which seem to enable alcohol and other drug use so that use is eliminated, reduced, or postponed. In addition to this goal we attempt to create and enhance supportive systems which promote wellness and non-use.

Over the last year the program has provided a variety of services to school campuses, communities, and other populations at risk. The juvenile probation dept. continues to utilize our treatment program as their primary referral source.

In this fiscal year, we have continued to enhance the treatment program through the improvement of treatment curriculum; this year the program has utilized several evidence based curricula designed specifically for substance abuse and recovery. Curricula must also be relevant to Teens. These include, but are not limited to: the MATRIX, VOICES, by Stephanie Covington, Seeking Safety, and other curriculum that becomes available and is approved through SAMHSA. The program is also attempting to provide increased availability of services in rural areas of Tulare County as resources allow.

Our treatment and prevention services will consist of specific education, awareness, and consultation activities related to reduction of alcohol use and availability among teens, positive parenting, social skills development and service awareness. Throughout each fiscal year, our program receives numerous requests to participate in prevention planning, grant writing, and other special community prevention events

There are two Tulare County contracted components of Turning Point Youth Services: Recovery/Treatment and Community Prevention.

RECOVERY/TREATMENT SERVICES:

Our present treatment program utilizes group counseling as the primary modality. New materials are constantly introduced within the program format to stay current with today's issues. Collateral Counseling (with a significant other) and treatment planning sessions are held at a minimum of once every 30 days.

Groups consist of drug education group and recovery groups for all youth. Additionally, there are a variety of specific issues groups--such as gender specific challenges, offender focused issues, relapse prevention, relationships, conflict resolution, and anger management. Additional groups are implemented as needs arise. A parent support group is also provided to help parents reduce codependent and enabling behaviors. The program is completed when treatment plan goals are adequately achieved, and significant clean time is attained.

We now have treatment services in Visalia, Tulare, Porterville, Lindsay, Woodlake, Dinuba, Mid County, Success and Superior Community Schools, and Orosi Family Education Center. We continue to work toward the certification of new satellite locations where Medi-Cal services can be provided.

CLIENT ADMISSION AND DISCHARGE PROCEDURES:

Youth admitted to treatment for drug or alcohol treatment meet the following criteria:

- Age 12-24;
- Diagnosis of dependency on or abuse of drugs or alcohol according to criteria of DSM III or DSM IV;
- If a co-occurring diagnosis of mental health disorder exists we require referral to and/or collaboration with a mental health therapist;
- Resident of Tulare County if sliding scale client; Out of County full fee cash clients or Medi-Cal recipients may be admitted regardless of residency;
- Stated willingness to participate in counseling services according to the written rules ("Program Rules and Regulations");
- Fees are based on a sliding scale and ability to pay, and we accept regular Medi-Cal, along with minor's consent Medi-Cal.

Clients will be discharged under the following conditions:

- Adequate Completion of key treatment plan goals
- Referral to another program or resource
- Involuntary discharge due to failure to participate in counseling plan or failure to follow program rules and regulations.
- Non-attendance

CONTACT INFORMATION:

Administration:

Sharon Ross, Regional Director
Laura Quiroz, Program Director
Estella Perez, Administrative Assistant
220 N Locust Street
Visalia, CA 93291
Phone: (559) 627-1385;
FAX: (559) 636-2105

**TULARE COUNTY MONTHLY UTILIZATION REPORT
AND PROGRESS TOWARD OBJECTIVES
FY 2018-2019**

TURNING POINT YOUTH SERVICES MISSION IS: To provide opportunities for our communities to embrace recovery through the promotion of mental, physical, and spiritual health.

**ADOLESCENT
OUTPATIENT DRUG FREE SERVICES**

GOAL: Tulare County youth and their families will reduce/eliminate alcohol and other drug use and other related problems.

OUTCOME: Tulare County youth and their families who participate in the Turning Point Youth Services ODF program will increase skills to reduce/eliminate alcohol and other drug use and related problems.

ACTIVITY 1: 900 Youth will be admitted to the Turning Point Youth Services ODF program in fiscal year 2016-17.

This reporting period:
quarter projected:
Variance:

Year-to-date:
Year-to-date projected:
Variance:

This

Comments: TPYS receives referrals from different helping agencies in Tulare County TPYS has a total of 13 site locations in Tulare County. The client will be scheduled by appointment in their local community if a TPYS Treatment site is available.

ACTIVITY 2: A minimum of 5250 individual counseling sessions will be completed during this reporting year. These sessions will include but not be limited to discussions related to history of drug and alcohol use, familial relationships, significant life situations, educational achievements, emotional resources, and crisis situations related to impending relapse

This reporting period:
This quarter projected:
Variance:

Year-to-date:
Year-to-date projected:
Variance:

Comments: TPYS clients are assigned a primary counselor in which an individualized treatment plan will be designed to fit the client's need. The client is seen individually on and as needed basis to review progress of treatment program. Random UA are also scheduled in their treatment process.

ACTIVITY 3: A minimum of 10,500 educational and recovery group counseling sessions (contacts) will be completed during the reporting year. Group counseling sessions will include but not be limited to the addiction process, physiological effects of alcohol and other drugs, nutritional and physical health, effects of AOD use and abuse on children, family, and on society, anger management, communication, conflict resolution, relationship building, personal boundaries, educational and vocational planning, spirituality, and emotional and mental health. An introduction to journaling and to the twelve-step recovery support process will be included.

This reporting period:
This quarter projected:
Variance:

Year-to-date:
Year-to-date projected:
Variance:

Comments: TPYS continues to provide topics such as self-awareness, family roles, peer pressure and influences, life skills and goals. It's important to focus on these topics in a young person's recovery. Peer support is a strong tool that has been known for success.

INDICATOR:

- a. 40% of discharged clients will have attained a minimum of 30 days of clean time during the treatment episode, 10% of clients will have attained a minimum of 90 days of clean time during the treatment episode.
 - b. 90% of clients completing the program will be able to identify three (3) strategies for relapse prevention in their continuing recovery plan.
 - c. 75 % of clients completing the program will have attended a minimum of 25 group sessions before completing the program.
-

OUTCOME: Parents of youth participating in the treatment program will increase their understanding of positive parental support for their children in recovery.

ACTIVITY 1: 75 parent support groups will be provided in two locations. These groups will consist of education related to the addiction process, family roles, enabling behaviors, appropriate limit setting, discipline, natural consequences, and referral information for more specialized counseling services if needed.

This reporting period:
This quarter projected:
Variance:

Year-to-date:
Year-to-date projected:
Variance:
Parent Contact:

Comments: We continue to explore new strategies for parents to attend our Support Group. We have seen success with our clients when their parents become involved with their child's treatment.

INDICATOR:

- a. 200 parent contacts will be recorded for the fiscal year.
- b. 65% of parents polled at the parent support groups will indicate increased understanding of their role in supporting their child in the recovery process through surveys administered regularly at each group location.

OUTCOME: Youth involved in the TPYS ODF program will obtain additional community services and support as needed.

ACTIVITY 1: TPYS staff will provide case management to link TPYS clients to community resources as needed. Information and referral to resources will include, but are not limited to, financial assistance, mental health services, other alcohol and other drug treatment or prevention programs, law enforcement support, educational and employment services, medical services, transportation resources, and after school recreational activities.

INDICATOR: 1800 case management contacts will be made in this fiscal year.

This reporting period:
This month projected:
Variance:

Year-to-date:
Year-to-date projected:
Variance:

Comments: TPYS is continuing to provide additional case management hours to improve the treatment service to our youth. We provide referral resources to guide and support the clients' needs for other services, such as education, employment and mental health.

TOTAL STAFF HOURS YEAR TO DATE:

EXHIBIT A-1

TRANSLATION SERVICES

CONTRACTOR agrees to provide translation services such as, but not limited to, interpreting and sign language to consumers for the provision of services under this Agreement at CONTRACTOR'S sole cost.

Services provided may include:

- AT&T Language Line
- American Sign Language Translation Services, including TTY/TDD California Relay Services
- Orchid Interpreting
- Other interpreting services as deemed necessary to provide the consumer with linguistically and culturally appropriate services

CONTRACTOR will not be allowed to use COUNTY'S language and translation services' providers' accounts. Separate accounts will need to be arranged at CONTRACTOR'S discretion.

If COUNTY at any given time receives charges for CONTRACTOR'S language and translation services, CONTRACTOR will receive an invoice for such charge(s).

EXHIBIT B
COMPENSATION
FISCAL YEAR 2018-2019
July 1, 2018 through June 30, 2019

TURNING POINT YOUTH SERVICES, INC.
ADOLESCENT OUTPATIENT DRUG FREE SERVICES

CONTRACTOR shall enter all relevant information into AVATAR at client admission, but it must be done no later than five days after admission date. California Outcomes Measurement System (CalOMS) client data must be entered within 48 business hours of admittance to and discharge from the treatment program. CONTRACTOR must correct CalOMS data within 2 working days after notification from COUNTY of any and all errors. On-Line Drug and Alcohol Treatment Access Report (DATAR) entries shall be made no later than the tenth (10th) day of each month. If CONTRACTOR fails to file any claim or other requested report, enter client information into AVATAR, CalOMS, and/or DATAR in a timely fashion, and/or comply with any other part of this agreement, COUNTY may withhold future payments until appropriate reports have been filed.

The maximum reimbursement for Fiscal Year 2018-2019 shall be SIX HUNDRED FORTY TWO THOUSAND THREE HUNDRED FIFTY DOLLARS (\$642,350), excluding the Drug Medi-Cal portion. Drug Medi-Cal is an entitlement program and cannot be capped or limited.

The non-DMC (SAPT) reimbursement will not exceed ONE HUNDRED NINETY TWO THOUSAND DOLLARS (\$192,000); this is funded through the Substance Abuse Prevention and Treatment Block Grant (SAPT) and represents federal funds. There will be no opportunity to exchange money between sources or programs within this Agreement, unless both parties agree to such an exchange in writing and is agreed by both parties.

Service Provided	Contracted Amount
DMC ODF	\$450,350
Non-DMC (SAPT) ODF	\$192,000
Total	\$642,350

Units of Service (UOS) and payments for the DMC portion of the contract will be based on claims submitted to the Accounts Receivable Unit of HHSA, as described below.

Records on each individual recipient of treatment services shall include diagnostic studies, treatment plans, and records of client interviews, progress notes, and discharge summaries. CONTRACTOR will retain all records for a minimum of five (5) fiscal years, so as to be available at any time to County, State, and/or Federal representatives. CONTRACTOR agrees to comply with State and Federal confidentiality requirements. However, the confidentiality provisions shall not prevent COUNTY staff from reviewing client records in the performance of their duties. If this Agreement is terminated or not renewed, in whole or in part, the clinical records of all past or current recipients of services of the terminated or non-

renewed program(s) shall become the property of COUNTY, although CONTRACTOR shall have access to these records.

If County, Federal, State, or other funding is terminated or reduced below the amounts specified in the State's preliminary allocation letter, or if any funding priorities are imposed on the County, the contract may be reduced on a proportionate basis or terminated.

CONTRACTOR shall submit a monthly DMC claim to HHSA for services rendered. COUNTY will not pay for any expenses incurred above rate caps; but, all DMC expenses are to be reported on the Cost Report.

CONTRACTOR shall not charge a DMC client a fee for services other than a share of cost, pursuant to Article 12 (commencing with Section 50651), Chapter 2, Division 3, Title 22, CCR.

It is understood that if the State Department of Health Care Services disallows DMC claims, CONTRACTOR shall reimburse COUNTY for any and all State and Federal Medi-Cal funds for those disallowed claims, regardless of the fiscal year of the disallowance. Out of County clients may require additional disallowance reconciliation by COUNTY based on non-payment to the COUNTY.

Annual Cost Report: Not later than forty-five (45) days following the end of each Fiscal Year, unless otherwise instructed in writing, CONTRACTOR shall submit a final Cost Report related to funding described above and prepared in accordance with instructions set forth by the Alcohol & Drug Programs Division Manager or designee. This will clearly separate the funding and units of service (UOS) for all CONTRACTOR programs. Final reconciliation of actual program costs versus funding received by CONTRACTOR shall be made in the Cost Report settlement process. The Cost Report process may allow Alcohol and Drug Programs a reasonable client fee carryover, as approved by the Alcohol and Drug Programs Division Manager or designee, which must be spent before any other revenue is spent in the following fiscal year. If a carry-over is not approved by the Alcohol and Drug Programs Division Manager or designee, then the amounts are due COUNTY. An annual narrative describing accomplishments, challenges, program effectiveness, and any other pertinent program information shall be submitted with the annual Cost Report.

EXHIBIT B-1
Electronic Health Records Software Charges
Fiscal Year 2018 - 2019

Turning Point Youth Services, Inc

CONTRACTOR understands that COUNTY utilizes Netsmart's Avatar for its Electronic Health Records management. CONTRACTOR agrees to reimburse COUNTY for all user license fees for accessing Netsmart's Avatar, as set forth below:

One time per user license fee	\$800.00
Yearly hosting fee per user	\$480.00
OrderConnect Medication Management Prescriber yearly per user fee	\$855.00
Non-Prescriber yearly per user fee	\$159.00
EPCS Token per user	\$75.00
EPCS Subscription	\$96.00
Yearly Maintenance fee per user	\$212.60

Yearly maintenance fee per user: Amount determined based on formula listed below:

Formula: [Total Maintenance Amount ÷ Total Number of Users]

Should CONTRACTOR choose not to utilize Netsmart's Avatar for its Electronic Health Records management, CONTRACTOR will be responsible for obtaining its own system for Electronic Health Records management. CONTRACTOR shall be responsible for administrative costs incurred by the County as a result of Contractor's disassociation with County's Electronic Health Record System. Administrative costs will be calculated based on the costs to add an additional staff position in the Mental Health Department as a result of the service provided under this Agreement and/or if user licenses are purchased so the contractor will have the minimal functionality to the EHR system for consumer setup and billing purposes. The administrative billing would be performed on a monthly basis by invoice to the contractor.

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS

INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-:VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT I
COMPLIANCE CRITERIA

1. California Welfare and Institutions Code, Division 5
2. California Health and Safety Code, Division 10 (where applicable) and Division 10.5
3. California Code of Regulations, Title 9 & 22
4. Comprehensive Alcohol Abuse and Alcohol Prevention, Treatment & Rehabilitation Act of 1970, Pub.L.91 -616, 84 Stat. 1953, 42 U.S.C. s 4582.
5. State Department of Alcohol and Drug Programs, Drug Program Fiscal System Manual
6. State Department of Alcohol and Drug Programs, Audit Assistance Guide
7. Allowable costs, as used in California Code of Regulations, Title 22, Section 51516.1(c)(2), shall be determined in accordance with Code of Federal Regulations, Title 42, Parts 405 and 413 and HIM-15, " Medicare Provider Reimbursement Manual."
8. State Department of Alcohol and Drug Programs, Perinatal Treatment and Expansion Program Guidelines (when applicable)
9. State Department of Alcohol and Drug Programs, Alcohol Services Reporting System Manual for County Alcohol Services
10. Single Audit Act of 1984 (Public Law 98-502) and Revision of 1996 with corresponding circulars, Office of Management and Budgets (OMB) Circulars A-110 and A-133 (revised June 2003), especially:
 - 1) A-133, section 200(d), stating that non-Federal entities that expend less than \$500,000 a year in Federal money are exempt from Federal single or program-specific audit requirements, although records must be available for review or audit by appropriate Federal, State, or local officials.
 - 2) A-133, section 230(b)(2), stating that those receiving less than \$500,000 in Federal funding cannot use that money to pay for an audit. Those receiving \$500,000 or more may charge the applicable federal awards for the cost of the audit.
 - 3) Pursuant to OMB Circular A-133, County shall monitor the activities of all Contractors to ensure that federal awards are used for authorized purposes in compliance with laws, regulations, and the provisions of the contracts, and that performance goals are achieved.
11. California Code of Regulations, Title 9, Division 4, Chapter 2.5. Section 9545 requiring County audit of Agreements expending \$300,000 or more in accordance with GAAP (as described in Government Auditing Standards 1994 Revision) to establish whether Contractor expended funds in accordance with the provisions of ADP/Prop 36, the requirements of Chapter 2.5, and the County terms and conditions under which the funds were awarded.
12. State Department of Alcohol and Drug Programs, Utilization Control Plan for Drug/Medi-Cal (when applicable).

13. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Section 16366.1 et seq.; Federal Block Grants.
14. California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7, Section 53130 et seq.; Federally Mandated Audits of Block Grant funds Allocated to Local Agencies.
15. United States Code, Title 42, Section 300x-52; Reports and Audits for Block Grants.
16. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart i, Section 300x-5 and 31, and Code of Federal Regulations, Title 45, Section 96.135, with the following specific restrictions on spending Block Grant Funds:
 - 1) no cash payments to clients
 - 2) no inpatient hospital services
 - 3) no salary in excess of \$171,900
 - 4) no purchase or improvements to land
 - 5) no use of funding to match or draw down other Federal funds
 - 6) no subcontracting of primary services to a for-profit
 - 7) no needle exchange program
17. United States Code, Title 42, Chapter 6a, Subchapter XVII, Part B, Subpart ii, commencing at section 300x-24, relating to requirements for use of Federal funds regarding tuberculosis and HIV
18. United States Code, Title 20, section 6081 et seq.; Pro-Children Act of 1994.
19. Code of Federal Regulations, Title 21, Part 1300 et seq.; Drug Enforcement Administration Requirements for Food and Drugs.
20. Code of Federal Regulations, Title 42, Part 54 et seq.; rules of charitable choice, relating to nondiscrimination against religious organizations, personnel who received education or training from a religious organization, or program beneficiaries on the basis of religion. Also establishes a referral process to a reasonably accessible program for clients who may object to the religious nature of the program they've entered.
21. State Administrative Manual, chapter 7200 (General Outline of Procedures), especially relating to the use of generally accepted accounting principles in an organization's fiscal structure and operations.
22. Code of Federal Regulations, Title 7, Part 3017; Code of Federal Regulations, Title 45, Part 76; Code of Federal Regulations, Title 40, Part 32; and Code of Federal Regulations, Title 34, Part 84; regarding disbarment and suspension certification.
23. California Government Code, Title 2, Section 84309; restricts any public funds for political activities.
24. Public Law 110-161; Restricts any public funds for political activities.
25. State Department of Alcohol and Drug Programs, Document 1 U, regarding Research-based Prevention Requirements (http://www.adp.state.ca.us/NNA/support_files.shtml).
26. Public Law 103-227, also known as the Pro-Children Act of 1994, regarding smoking prohibition requirements.
27. State Department of Alcohol and Drug Programs, Document 1 J, regarding dispute resolution process of financial findings related to programs, claims, or services; to be utilized by County subsequent to discussions with Contractor (http://www.adp.state.ca.us/NNA/support_files.shtml).
28. California Health and Safety Code Section 11987.5(a)(2), stating that Contractors providing a combination of DIMC and other Federal or State funding for the same services at the same location are to be reimbursed on the basis of actual costs, in accordance with Title XIX of the Social Security Act, Title

22 of the California Code of Regulations, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

29. California Civil Code Sections 56-56.37 -Confidentiality of Medical Information Act (in addition to Exhibit "G" HIPAA Requirement).
30. California Health and Safety Code Section 123110 et seq., regarding Patient Access to Medical Records (in addition to Exhibit "G" HIPAA Requirement).
31. State Department of Alcohol and Drug Programs, Document 2E, regarding appeal process in the event the State disapproves a Contractor's request for certification or re- certification for DIMC, and D/MC certification Standards for Substance Abuse Clinics(http://www.adp.state.ca.us/NNA/support_files.shtml).
32. Contractor may seek assistance from the State in the event of a dispute over the terms and conditions of its contract with the County.
33. Code of Federal Regulations, Title 42, Part 8.
34. State Department of Alcohol and Drug Programs, Document 1 P, regarding Alcohol and/or Other Drug Program Certification Standards (http://www.adp.state.ca.us/NNA/support_files.shtml).
35. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
36. Contractor's certification to participate in the D/MC program shall automatically terminate in the event that Contractor or its owners, officers, or directors are convicted of Medi-Cal fraud, abuse, or malfeasance. For purposes of this contract, a conviction shall include plea of guilty or nolo contendere.
37. State Department of Alcohol and Drug Programs, ADP Bulletin 04-05, including attachments, In relation to Charitable Choice Regulations
38. Americans with Disabilities Act (ADA) Title 45
39. Code of Federal Regulations, Title 42, Part 2; Confidentiality of Alcohol and Drug Abuse Patient Data
40. Code of Federal Regulations, Title 45, Part 96; SAPT Block Grant Regulations
41. State Department of Alcohol and Drug Programs, ADP Bulletin 07-03 – Revised NNA Contract Compliance Review (www.adp.ca.gov/ADPLTRS/PDF/ADP_Bulletin_07-03.pdf)
42. State Department of Alcohol and Drug Programs, Combined Negotiated Net Amount/Drug Medi-Cal (NNA/DMC) County/State contract requirements
43. State Department of Alcohol and Drug Programs, Perinatal Services Network Guidelines, when applicable (www.adp.ca.gov/Perinatal/pdf/Guidelines_09.pdf - 2009-09-21)
44. Tuberculosis Services as defined in Code of Federal Regulations, Title 45, Section 96.121 for those clients receiving AOD treatment services
45. State Department of Alcohol and Drug Programs, Youth Treatment Guidelines for youth specific services, reference NNA Contract Exhibit C, Article I, B, 9 (http://www.adp.ca.gov/youth/guidelines_standards.shtml)
46. Section 504 of the Rehabilitation Act of 1973; Nondiscrimination Under Federal Grants and Programs
47. California Health and Safety Code, Division 10.5, Part 2, Chapter 7.5; Licensing
48. California Code of Regulations, Title 9, Division 4, Chapter 5; Licensure of Residential Alcoholism or Drug Abuse Recovery

49. California Penal Code Section 11165.7; Mandated Reporter
50. Incorporate NIATx strategies to improve access and retention
51. Code of Federal Regulations, Title 45, Part 84; Non-discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Financial Assistance
52. California Code of Regulations, Title 24, Part 2; Activities Receiving Federal Financial Assistance
53. Unruh Civil Rights Act California Civil Code Sections 51 through 51.3 and all applicable laws related to services and access to services for persons with disabilities (PWD)
54. Department of Alcohol & Drug Programs Bulletin Issue No. 09-05
55. Title 22, CCR Sections 51341.1, 51490.1, and 51516.1 (Document 2c)
56. Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E)
57. Standards for Drug Treatment Programs
58. Title 21, CFR Part 1300. et seq.
59. Title 42, CFR, Part 8
60. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
61. DMC providers agree that services cannot be denied to Medi-Cal eligible beneficiaries based on the client's inability to pay or location of eligibility and that counties and providers may not demand any additional payment (other than share of cost) from the State, client, or third party payers (unless of other insurance).
62. Providers covered by this contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104)

ADDITIONAL PROP 36 (SACPA) REGULATORY REQUIREMENTS

1. Services will be provided following guidelines for allowable and allocable costs as contained in Federal OMB Circular A-122.
2. For purposes of the purchase of equipment, defined as an article of nonexpendable, tangible property having a useful life of more than 1 year and an acquisition cost of \$5,000 or more, the capitalization level established by the County Auditor-Controller is \$5,000. Expenditures which are less than \$5,000 are considered allowable costs in the year incurred, notwithstanding the fact that approval must be obtained from the Assistant Agency Director prior to equipment purchases of \$500 or more.
3. None of the Prop 36 funds paid by the County will be used for drug testing.
4. Prop 36 funds will be used for alcohol and/or drug abuse treatment purposes only. There is no provision for the purchase of land, purchase or construction of buildings, or remodeling of facilities of any kind.
5. Treatment services to clients eligible for Drug Medi-Cal (DIMC) will be charged to DIMC, with the claim clearly identifying that the client is receiving services under Prop 36, assuming that the provider is DIMC-certified.
6. Services will be provided in accordance with CCR Title 9, Division 4, Chapter 2.5, effective March 22, 2001, especially:
 - a. Section 9532(b)(I) states:

"Drug treatment programs in which clients are placed shall assess fees toward cost of treatment based on their determination of a client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code. Such fees shall be deducted from the drug treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9."
 - b. Section 9532(d) states:

"The county lead agency shall monitor to assure that assessment and collection of fees, however executed, are coordinated in a manner that avoids duplication and ensures that all fees are accounted for and used to offset the cost of services allowed in accordance with this Chapter."
 - c. Section 9545(a) states:

"Counties shall annually audit any public or private contractors with whom they have agreements and who expend \$300,000 or more in funds to ensure compliance with the provisions of the ACT, the requirements of this Chapter, and the county terms and conditions under which the funds were awarded. Counties may, at their discretion, conduct such audits, contract for the performance of such audits, or require the public or private contractors to obtain such audits."

d. Section 9545(b) states:

"The audit shall be conducted in accordance with the Generally Accepted Government Auditing Standards (GAGAS) as described in 'Government Auditing Standards (1994 Revision)', published for the United States General Accounting Office by the Comptroller General of the United States."

e. Section 9545(e) states:

"When a county audit finds that a public or private contractor has misspent funds (Section 9530), the county shall demand repayment from the contractor in the amount of such audit findings and shall deposit the recovered funds into the county's trust fund. Such recovery of funds shall be reported to the Department on the 'Annual Financial Status Report Substance Abuse and Crime Prevention Act of 2000' (Form 10096, New 10/01), and the specific amount recovered shall be identified in the 'Comments/Remarks' line on the same report. The county shall maintain an audit trail to identify the specific audit periods for which recoveries are reported."

f. Section 9545(g) states:

"Notwithstanding subsection (a) of Section 9545, any public or private contractor who is required to obtain a single audit pursuant to OM6 Circular A-133 and who receives funding under the Act, shall ensure that the single audit addresses compliance with the requirements of the Act. The county may rely on the single audit as fulfilling its responsibilities in Section 9545(a)."

g. Section 9545(h) states:

"Audit work papers supporting the report shall be retained for a period of five years from the issuance of the audit report and the county shall make such work papers available to the Department upon request."

EXHIBIT J ASSURANCES

Contractor further agrees:

- A. Not to discriminate in the delivery of services on the basis of ethnic group identification, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, political affiliation, disabled veteran or veteran of Vietnam era, medical condition, or condition of physical or mental disability, as provided by State and Federal law and in accordance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d]; the Age Discrimination Act of 1975 (42 USC 6101); the Rehabilitation Act of 1973 (29 USC 794); The Education Amendments Act of 1972 (20 USC 1681); the provisions of the Fair Employment and Housing Act (Gov. Code Sec. 12900 et seq.), and the regulations promulgated thereunder (2 CCR 7285.0 et seq.); title 2, division 3, article 9.5 of the California Government Code section 11135 et seq.; and 9 CCR 10800 et seq. Contractor agrees to inform recipient of their right, and provide a procedure for them to present grievances and views to County relative to delivery of services.
- B. To comply with U. S. Executive Order 11246, entitled "Equal Employment Opportunity, as amended by U. S. Executive Order 11375. Contractor shall not discriminate against any employee, or applicant for employment on the basis of ethnic group identification, national origin or ancestry, religion, sex, marital status, political affiliation, or physical or mental condition.
- C. In addition, Contractor will:
 - 1. Ensure that appropriate personnel who are involved in providing services are educated regarding HIV/AIDS related problems; issues and special recovery needs and attend HIV/AIDS training sponsored by various State, Federal and County agencies.
 - 2. Ensure nondiscrimination in the provision of services based on a diagnosis of AIDS, or upon testing positive for the AIDS virus (HIV).
 - 3. Ensure that the use of HIV antibody testing will not be used as a screening exhibit criterion for program participation.
 - 4. Provide information to all participants regarding high-risk behaviors, safer sex practices, and Perinatal transmission of HIV infection.
- D. Comply with Health and Safety Code Section 11970.35, 11970.45 and/or 11970.2
- E. Comply with the Civil Rights Act of 1990 and with the Americans with Disabilities Act of 1990 (ADA).

- F. Comply with Title 42, USC, part 54; Title 45, CFR and ADP Bulletin Issue No. 04-5 as listed below:
1. Does not use Substance Abuse Prevention and Treatment (SAPT) Block Grant funds for activities involving worship, religious instruction, or proselytization.
 2. In delivering SAPT Block Grant funded-services, including outreach activities, **does not** discriminate against current, or prospective program participants based on:
 - (a) religion
 - (b) religious belief
 - (c) refusal to hold a religious belief
 - (d) refusal to actively participate in a religious practice.
 3. Refers otherwise eligible clients who object to the religious character of SAPT Block Grant-funded services to alternative providers within a reasonable period of time of the objection.
- G. Comply with the Title 22 U.S.C. 7104 Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000 by combating trafficking in persons, a contemporary manifestation of slavery, victims are predominately women and children, and to ensure just and effective punishment.
- H. Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8.
- I. Ensure that no aspect of the alcohol or other drug-related program shall include any message on the responsible use, if the use is unlawful, of alcohol and/or other drugs (Health and Safety Code Section 11999). Ensure that the information produced through these funds shall contain a clearly written statement that there shall be no unlawful use of alcohol or other drugs associated with the program.
- J. Comply with the requirements of the Drug Free Work Place Act of 1990 (Government Code Section 8350 et seq.), and will provide a drug free work place by taking the following actions:
1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355 (a).
 2. Establish a drug-free awareness program as required by Government Code section 8355 (b) to inform employees about all of the following:
 - (a) the dangers of drug abuse in the workplace;
 - (b) the person's or organization's policy of maintaining a drug-free workplace;
 - (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 Government Code Section 8355 (c), that every employee engaged in the performance of the contract:
 - (a) Be given a copy of the agency's drug-free policy statement; and
 - (b) As a condition of employment on the Agreement, agree to abide by the terms of the statement.
4. Failure to comply with these requirements may result in suspension of payments under the contract, or termination of the contract, or both.

EXHIBIT K

MONITORING AND AUDIT

COUNTY staff shall have the right to monitor, assess, and evaluate the CONTRACTOR's performance pursuant to this Agreement. Said monitoring, assessment, and evaluation may include, but is not limited to, audits, inspections of project premises, and interviews of project staff and participants. The fiscal audit shall be:

A Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be completed not later than nine (9) months after the end of the CONTRACTOR'S fiscal year. The audit report is due no later than thirty (30) days after the completion of the audit.

B Performed in accordance with Government Auditing Standards – shall be performed by an independent audit and be organization-wide.

C All inclusive – includes an audit of the financial statements; an assessment of internal controls, includes tests of transactions; and a determination of compliance with laws and regulations of all major programs and selected non-major program transactions. Programs which may be reviewed include, but are not limited to:

(a) Drug Medi-Cal (DMC) Programs

1. Narcotic Treatment Programs (NTP)
2. Outpatient Drug-Free (ODF)
3. Perinatal Services
4. Residential Services
5. Youth Treatment Services

(b) Substance Abuse and Prevention Programs (SAPT)

1. Non-Perinatal Services
2. Perinatal Services
3. Primary Prevention
4. Residential Services
5. Youth Treatment Services

(c) Driving Under the Influence (DUI) Programs

1. The COUNTY shall prepare a summary worksheet of results from the audit resolutions performed for all CONTRACTORS. The summary worksheet shall include, but not be limited to, contract amount; amount resolved; variances; whether an audit was relied upon or the CONTRACTOR performed an independent expense verification review of the CONTRACTOR in making the determination; whether audit findings were issued, and if applicable date of management letter.
2. Audits to be performed shall be, minimally, financial and compliance audits, and may include economy and efficiency and/or program results audits.

3. Audits may be conducted by an independent, third party, including either a private professional or a separate governmental agency or office. The audit will be conducted at a time specified by the COUNTY.

Records Retention

CONTRACTOR shall retain and safeguard all records for a minimum of seven (7) years and shall be made available and subject to inspection. CONTRACTOR shall not destroy any records without written consent provided by COUNTY.

State/Federal Audits

Upon an audit by the State of California or Federal agency, CONTRACTOR shall:

- Immediately notify the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all "Corrective Action Plans" to the Tulare County Alcohol & Other Drug Administrator
- Provide copies of all correspondence with the auditing agency to the Tulare County Alcohol & Other Drug Administrator