

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY BEHAVIORAL HEALTH
AND THE SISKIYOU COUNTY SHERIFF**

This Memorandum of Understanding is entered into this 1st day of July 2024, by and between the SISKIYOU COUNTY HEALTH & HUMAN SERVICES AGENCY, hereinafter referred to as "SCHHSA" and the SISKIYOU COUNTY SHERIFF, hereinafter referred to as "SHERIFF".

WITNESSETH:

WHEREAS SCHHSA is responsible for County administered Substance Use Disorder Services; and

WHEREAS SCHHSA requires specialized services in support of both its programmatic and administrative functions, and

WHEREAS SHERIFF has the experience, staff and expertise to provide specialized Substance Use Disorder Services.

NOW, THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. **Services:** SHERIFF agrees to provide Substance Use Disorder Prevention services for SCHHSA as described in Exhibit "A" and Attachments "A1" and "A2", attached hereto.
2. **Compensation:** In consideration for the services to be performed by SHERIFF, SCHHSA agrees to pay SHERIFF in proportion to services satisfactorily performed as specified in Exhibit "A" the not to exceed amount of Seventy Thousand Dollars and No/100 Cents (\$70,000.00).
3. **Billing:** In consideration for the services to be performed by SHERIFF, SCHHSA agrees to pay by means of a monthly Inter-Governmental Charge (IGC). The invoice, to be submitted monthly, shall include the services that were provided, the number of youth served, and the number of hours utilized.

SHERIFF shall be responsible for all costs and expenses incident to the performance of services for SCHHSA, except as provided as specified in Exhibit "A".

4. **Term:** This Memorandum of Understanding shall commence on **July 1, 2024**, and shall continue until **June 30, 2025**, or until terminated by either party as set forth below.

5. **Termination:** Either party may terminate this Memorandum of Understanding at any time by giving the other party with Board of Supervisors approval, thirty (30) days written notice of such termination. Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. SHERIFF shall be paid for all work satisfactorily completed prior to the effective date of said termination.

Termination of Funding: County may terminate this Contract in any fiscal year in that it is determined there is not sufficient funding. California Constitution Article XVI Section 18.

6. **Records:** SHERIFF shall keep complete and accurate records for the services performed pursuant to this MOU and shall make such records available to SCHHSA upon request. Records shall be kept for a period of at least five (5) years after the termination of the MOU, or until all audits for compliance with terms, conditions and specification of the MOU are completed, whichever is later, or for a longer period of time if required by law. SHERIFF shall provide all information necessary for reports required by the SCHHSA, State or Federal government. SHERIFF shall fully cooperate with SCHHSA in providing any information required by any governmental entity concerning the program or services subject to this MOU. SHERIFF agrees to assure the confidentiality of any records that are required by law to be so maintained.

7. **Confidentiality:** SCHHSA and SHERIFF agree to comply with and require their officers, employees, agents, volunteers, contractors and sub-contractors to comply with the provisions of Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 to assure that:

A. All records concerning any applicant or participant shall be confidential and shall not be open to examination for any purpose not directly connected with the purpose of this Memorandum of Understanding. No person shall publish or disclose, or use, or permit, or cause to be published, disclosed, or used, any confidential information pertaining to any applicant for or recipient of public social services.

B. SCHHSA and SHERIFF agree to inform all of their officers, employees, agents, volunteers, contractors and sub-contractors of the provisions mandated by Welfare and Institutions Code Section 10850 and the California Department of Social Services' Manual of Policies and Procedures, Division 19 and to further inform them that any person knowingly and intentionally violating the provisions of said State law is guilty of a misdemeanor.

8. **Nondiscrimination:** SHERIFF and SCHHSA are both bound by Siskiyou County's policies prohibiting discrimination (2.1 et seq. Siskiyou County Personnel Policies) apply to this MOU and are incorporated herein by reference with the same force and effect as if these policies were specifically set out herein and both agree to comply with these policies.

9. **Grievance Procedure:** If SHERIFF is required by ordinance, regulation, policy, State, County or other authority to have a procedure for filing and considering grievances, SHERIFF shall provide SCHHSA with a copy of SHERIFF's grievance procedure prior to providing services under this Contract.

10. **Compliance with Child, Family and Spousal Support Reporting Obligations:** SHERIFF shall comply with all state and federal child, family and spousal support reporting requirements and shall comply with all lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations.

11. **Child Abuse and Neglect Reporting:** SHERIFF shall comply with all state and federal laws pertaining to the reporting of child abuse and/or neglect. SHERIFF's officers, employees, agents and volunteers shall report all known or suspected instances of child abuse and/or neglect to the Child Protective Services agency or other agency as required by Penal Code Section 11164 et seq.

12. **Changes in Regulations:** If SCHHSA notifies SHERIFF of a change in County, SCHHSA, or State regulations or guidelines affecting MOU activities, SHERIFF shall choose one of the following options and notify the SCHHSA in writing within five (5) days of receipt of the notice as to its choice: (1) Indicate that SHERIFF's operations are currently in compliance with the change in regulation or guideline; (2) Indicate that SHERIFF is in the process of modifying operations to comply with the change and will complete these modifications and be in compliance within thirty (30) days of notification by County or SCHHSA; or (3) Notify SCHHSA of termination of the MOU or seek modification of any terms of the MOU materially affected by a regulation or guideline change.

13. **Notice:** Any notices required to be given pursuant to the terms and provisions herein shall be in writing and shall be sent by First Class mail to:

SCHHSA: Siskiyou County Health & Human Services Agency
Attn: Toby Reusze
2060 Campus Drive
Yreka, California 96097-3321
Phone: (530) 841-4789

SHERIFF: Siskiyou County Sheriff's Office
Attn: Jeremiah LaRue, Sheriff-Coroner
305 Butte Street
Yreka, California 96097-3004
Phone: (530) 842-8301

14. **Severability:** If any provision of this MOU is found by a court of competent jurisdiction to be void, invalid or unenforceable, the provision will either be reformed to comply with applicable law or stricken if not so conformable. The validity and enforceability of the remaining provisions, or portions of them, will not be affected.

15. **Waiver:** No delay or failure to require performance of any provision of this MOU shall constitute a waiver of that provision or any other. Any waiver granted by a party to this MOU shall be in writing.

16. **Covenant:** This MOU has been executed and delivered in the State of California, and the validity, enforceability, and interpretation of any of the clauses of this MOU shall be determined and governed by the laws of the State of California.

17. **Entire Agreement:** This MOU supersedes all previous MOUs, agreements, and negotiations, whether written or oral, and constitutes the entire understanding of the parties hereto. SHERIFF shall be entitled to no benefits other than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by all parties. SHERIFF specifically acknowledges that in entering into and executing this MOU, SHERIFF relies solely upon the provisions contained in this MOU and no others.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding on the day and year first above written.

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

COUNTY OF SISKIYOU

Date: _____

MICHAEL N. KOBSEFF, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

CONTRACTOR: Siskiyou County Sheriff's Office

Date: 11/20/2024 _____

DocuSigned by:

Jeremiah LaRue

Jeremiah LaRue, Sheriff-Coroner

In Process

License No.: _____

(Licensed in accordance with an act providing for the registration of contractors)

Note to Contractor: For corporations, the contract must be signed by two officers. The first signature must be that of the chairman of the board, president or vice-president; the second signature must be that of the secretary, assistant secretary, chief financial officer or assistant treasurer. (Civ. Code, Sec. 1189 & 1190 and Corps. Code, Sec. 313.)

TAXPAYER I.D. _____

ACCOUNTING:

Fund	Org	Account	Actv	FY24/25	Total NTE
1002	202010	595000	8247	\$70,000	\$70,000
2134	401100	795000	8247	\$70,000	

Encumbrance number (if applicable):

If not to exceed, include amount not to exceed:

If needed for multi-year contracts, please include separate sheet with financial information for each fiscal year.

Exhibit "A"
Scope of Work

1. Overview

- a. Siskiyou County Sheriff's Department will provide substance use prevention services to students enrolled in Siskiyou County traditional and non-traditional elementary and middle schools.
- b. Services will address the lack of community awareness of the negative impacts of alcohol and other drug use and abuse.
- c. Substance use prevention services shall include the following programs:
 - i. D.A.R.E. – "keepin' it REAL"
- d. Strategy: Education. This strategy involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision making, refusal skills, critical analysis (i.e. media messages) and systematic judgment abilities. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: 1) Classroom and/or small group sessions (all ages); 2) Parenting and family management classes [not addressed in this agreement]; 3) Education programs for youth groups; and 4) Children of substance abusers groups [we expect both children of substance abusers and non-abusers to be involved without being explicitly identified].
- e. Outcome and Evaluation: The overall goal is to increase the children and youth perception of harm attached to the use and abuse of alcohol and other drugs by 20% as evidenced by the increase in correct answers in the Post-Test.
- f. A Pre-Test and Post-Test will be utilized at each site. A Pre-Test and Post-Test Summary Report will be provided for each site, and is to be submitted to the Behavioral Health Division Substance Use Disorder (SUD) Prevention Specialist.
- g. Attendance information will be submitted to the Behavioral Health Division SUD Prevention Specialist on a monthly basis for all classes held. The Siskiyou SUD Prevention Specialist will provide service report training and forms as needed. The only services authorized for payment will be those services that have been reported to our Prevention Specialist, entered into the State Primary Prevention Substance Use Disorder Data Service (PPSDS) System, and then approved by the SUD Administrator. The monthly service report shall be submitted no later than the 5th of the following month and must match the submitted invoice.
- h. D.A.R.E. – "keepin' it REAL" program shall include ten visits per "core" class. Graduation Ceremony to be given at the end of each set of presentations.

- i. Traditional school sites to be contacted and offered services include, but are not limited to -
 - i. Montague Elementary
 - ii. Fort Jones Elementary
 - iii. Happy Camp Elementary
 - iv. Dunsmuir Elementary
 - v. Tulelake Elementary
 - vi. Butte Valley Elementary

- j. Non-Traditional school sites to be contacted and offered services include, but are not limited to -
 - i. Golden Eagle Charter School
 - ii. Mattole Charter School
 - iii. Covenant Chapel School
 - iv. Siskiyou Christian School

2. Compensation

- a. Labor: The total compensation payable for staff time and commute cost for the D.A.R.E. – “keepin’ it REAL” program shall not exceed the sum of Sixty-Eight Thousand and No/100 Dollars (\$68,000.00).

- b. Materials: The total compensation payable under this agreement for materials shall not exceed the sum of Two Thousand and No/100 Dollars (\$2,000.00). Materials include, but are not limited to:
 - DARE Student Workbooks
 - DARE Student Name Cards
 - DARE Student Certificate’s
 - Pre-Test and Post-Test
 - Graduation Ceremony supplies

- c. The total compensation payable under this agreement shall not exceed the sum of Seventy Thousand and No/100 Dollars (\$70,000.00) for staff time, commute costs, and materials.

- d. Billing: SHERIFF shall provide to SCHHSA an itemized invoice, dates of service, and the charges for the services. Billing will be submitted within 30 days following the month end of service. SCHHSA shall pay within 30 days of receipt of invoices from SHERIFF to SCHHSA, and approval and acceptance of the work by SCHHSA.

Attachment "A1"
Substance Use Disorder Programs
Substance Abuse Prevention and Treatment Block Grant

Services and work provided by Contractor at the County's request under this Agreement will be performed in accordance with applicable federal and state statutes and regulations and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards, and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Siskiyou County Health and Human Services Agency to serve special populations and groups, as applicable, County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The Multi-Year DHCS State-County contract may be found on the Behavioral Health Division website at: <http://www.co.siskiyou.ca.us/content/behavioral-health-services-division>. Contractor shall adhere to the applicable provisions of the Multi-Year DHCS State-County Contract referenced below in their entirety.

Program Specifications

I. Substance Use Disorder

Minimum Quality Drug Treatment Standards. Contractor shall comply with the Minimum Quality Drug Treatment Standards for Substance Abuse Prevention and Treatment Block Grants (SABG) for all Substance Use Disorder treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Agreement as Attachment A2, incorporated by reference. [DHCS State-County Contract, Exhibit A, Attachment I, Part I].

1. Additional Contract Restrictions

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

2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. 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).

5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

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

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

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 registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally

and Linguistically Appropriate Service (CLAS) national standards as outlined online at:
<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>
<https://thinkculturalhealth.hhs.gov/clas/standards>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

12. Tuberculosis Treatment

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

- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal Law.

16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

17. Adolescent Best Practices Guidelines

Youth Treatment Guidelines County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at: <https://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx>.

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

18. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

20. Federal Law Requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

- A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

23. Information Access for Individuals with Limited English Proficiency

- A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

24. Subcontract Provisions

County shall include all of the foregoing SABG application, Enclosure 2, Section II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

25. Admission Policies

Admission policies shall be in writing and available to the public. Such policies shall include a provision that clients will be accepted for care without discrimination on the basis of race, color, religion, national origin, disability, or ancestry per section 504 of the Rehabilitation Act and Title IV of the Civil Rights Act.

26. Complaint Procedure

All complaints alleging discrimination in the delivery of services by the provider, because of race, color, religion, sex, national origin, disability or ancestry may be resolved by the State of California through the State's Affirmative action Complaint Process.

27. Nondiscrimination and Institutional Safeguards for religious providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

28. Sub-recipient Pre-Award Risk Assessment

County shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 75.205 (HHS awarding agency review of risk posed by applicants). County shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

County shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

Evidence demonstrating requirement is tracked and verified annually for all SABG funded providers (e.g. completed monitoring, tracking logs) during FY 2021-22.

29. Charitable Choice

County shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The County shall annually submit this information to DHCS by e-mail at CharitableChoice@dhcs.ca.gov by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

30. Performance Provisions

County shall provide services to all eligible persons in accordance with state and federal statutes and regulations. County 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.

31. Cost-Sharing Assistance

"Cost-sharing" means the share of costs paid out of pocket by an individual.

Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. Cost-sharing assistance does not include premiums, balance billing amounts for nonnetwork providers, or the cost of non-covered services.

- A. Providers must have policies and procedures for cost-sharing assistance for private health insurance, to include how individuals will be identified as eligible, how cost sharing will be calculated, and how funding for cost sharing will be managed and monitored.
- B. Mechanisms must be in place to verify insurance coverage and applicable deductibles or coinsurance, or copayment parameters and amounts applicable to that policy before insurance participation.
- C. Cost-sharing assistance must be authorized in the networks' provider contract, for helping individual clients pay for cost sharing for SABG authorized services, if appropriate and cost effective.

32. Monitoring

- A. Counties will perform oversight of contracted providers to ensure compliance with the terms set forth in this Enclosure. Additionally, counties shall submit an annual report at the end of each state fiscal year in conjunction with the final quarterly invoice, which shall contain the following information:
 - i. A list of contracted providers who have received cost-sharing funds;
 - ii. The number of individuals provided cost-sharing assistance; and
 - iii. The total dollars paid for cost sharing.

II. Perinatal –

In addition, providers offering perinatal-specific services to the pregnant and parenting women shall include the following:

1. Mother/child habilitative and rehabilitative services, such as parenting skills and training in child development
2. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant
3. Coordination of ancillary services, such as medical/dental, education, social services, and community services.
4. Room and Board for Transitional Housing (TH) – Perinatal Beneficiaries

SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may be utilized to cover the cost of room and board for the following services:

Recovery Residences (RRs) Counties entering into a state-county intergovernmental agreement to participate in the DMC-ODS Waiver may offer RR services as an ancillary component of the DMC-ODS Waiver in adherence with the following guidance:

- RRs do not provide SUD services or require licensure by DHCS;
- All RR residents must be actively engaged in medically necessary recovery support or SUD treatment services to be provided off-site;
- Payment of room and board is for food and lodging expenses only;
- RR residents' stay is limited to short term (up to 24 months);
- Counties shall ensure the RR is secure, safe, and AOD free; and
- Counties shall develop guidelines for contracted RR providers, provide monitoring and oversight and fulfill all SABG reporting requirements.
- Room and board can include those dependent children residing in the same location as the parent while the parent is receiving offsite SUD treatment.

5. Perinatal Practice Guidelines

County shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines as listed online: [https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal %20Services /Perinatal-Practice- Guidelines.pdf](https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf). The County shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. County must adhere to the Perinatal Practice Guidelines, regardless of whether the County exchanges perinatal funds for additional discretionary funds.

6. Capacity Management

Capacity management systems track and manage the flow of clients with SUDs entering treatment. These systems serve to ensure timely placement into the appropriate level of care.

When an SUD treatment provider cannot admit a pregnant and parenting woman because of insufficient capacity, the provider will provide or arrange for interim services within 48 hours of the request, including a referral for prenatal care. Refer to the following Perinatal Guidelines (DHCS) for more information:

- A. Section C(6), Referrals;
- B. Section C(7), Interim Services; and
- C. Section C(9), Waiting List

In addition, the provider must refer the woman to DHCS through its capacity management program, 42 USC § 300x-23.

- A. When a SUD treatment provider serving intravenous substance users reaches or exceeds 90% of its treatment capacity, the provider must report this information to the Drug and Alcohol Treatment Access Report (DATAR) on a monthly basis. The DATAR system is DHCS's capacity management program used to collect data on SUD treatment capacity and waiting lists.

B. A provider and/or county must also notify DHCS upon reaching or exceeding 90 percent of its treatment capacity within seven days.

1. Providers and/or counties must notify DHCS by emailing DHCSPerinatal@dhcs.ca.gov
2. The subject line in the email must read "Capacity Management."

7. Interim Services

SUD treatment providers will make interim services available for pregnant and parenting women awaiting admission into treatment. The purpose of providing interim services is to reduce the adverse health effects of substance use, promote the health of the woman, and reduce the risk of disease transmission.

If a SUD treatment provider has insufficient capacity to provide treatment services to pregnant and parenting women using drugs intravenously, and a referral to treatment has been made, the provider must:

- A. Admit the woman no later than 14 days of the request; or
- B. Admit the woman no later than 120 days of the request and provide interim services no later than 48 hours after the request.

C. At a minimum, interim services include the following:

1. Counseling and education about the risks and prevention of transmission of HIV and TB;
2. Counseling and education about the risks of needle-sharing;
3. Counseling and education about the risks of transmission to sexual partners and infants;
4. Referral for HIV or TB services;
5. Counseling on the effects of alcohol and drug use on the fetus; and
6. Referral for prenatal care.

It is recommended that pregnant and parenting women are provided with interim services while they are awaiting admission into treatment. The delivery of interim services aims to reduce the risks of fetal exposure to substances, and to help contain the spread of infectious disease.

Often times, placing a client who is requesting SUD treatment services on a waiting list serves as a barrier. It often leads some individuals "to give up on treatment and continue using, while some are prompted to perceive sobriety during the waiting period as proof that treatment is not necessary. Therefore, it is important to provide pregnant and parenting women with interim services as a means of reducing adverse health effects, encouraging entry into treatment, and promoting the health of women. Examples of interim services include peer mentorship, services by telephone or e-mail, risk assessment activities, and drop-in centers.

8. Recovery Support

Recovery support services for pregnant and parenting women who had a SUD are important for her continued health. Once completing treatment and discharged from a treatment provider, it is imperative for pregnant and parenting women to continue receiving support services to encourage continued health and wellness.

A therapist or counselor shall complete a discharge plan for pregnant and parenting women being discharged. This does not include those of whom the provider loses contact with. A copy of the discharge plan shall be provided to the woman. The discharge plan shall include the following:

- A. A description of each of the beneficiary's relapse triggers and a plan to assist the beneficiary to avoid relapse when confronted with each trigger;
- B. And a support plan.

9. Waiting List

Long waiting periods and delayed services often serve as a barrier for substance users seeking treatment. To ensure pregnant and parenting women receive timely treatment, it is important to maintain an effective waitlist process.

SUD treatment providers must establish, maintain, and submit waiting list information to DATAR upon reaching its capacity. The waiting list must include a unique patient identifier for each injection substance user seeking treatment and include those receiving interim services while awaiting admission into treatment. In addition, SUD treatment providers must do the following:

- A. Ensure injection drug users are placed in comprehensive treatment within 14 days.
 - 1. If any individual cannot be placed in comprehensive treatment within 14 days, then the provider must admit the woman no later than 120 days and provide interim services no later than 48 hours after the request.
 - 2. Refer to Section C(7), DHCS Perinatal Practice Guidelines Interim Services for more information.
- B. A woman may be removed from the waiting list and not provided treatment within the 120 days if she cannot be located or refuses treatment. If a woman requests treatment at a later date and space is not available, refer to the following sections for more information:
 - 1. Section C(6), Referrals;
 - 2. Section C(7), Interim Services; and
 - 3. Section C(8), Capacity Management.
- C. SUD treatment providers must develop a tool to maintain contact with the women waiting for admission to treatment.

- D. As space becomes available, SUD treatment providers will match clients in need of treatment with a SUD treatment provider that provides the appropriate treatment services within a reasonable geographic area.

10. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

- A. Electronic submission of CalOMS-Tx data shall be submitted by County within 45 days from the end of the last day of the report month.
- B. County shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (<https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS Tx data collection.
- C. County shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
- D. County shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method, as identified online at: <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>

11. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

- A. The County shall be responsible for ensuring that the County-operated treatment services and all treatment providers, with whom County makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
- B. The County shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.
- C. The County shall ensure that all DATAR reports are submitted by either County-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
- D. The County shall ensure that all applicable providers are enrolled in DHCS’ web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

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Attachment "A2"
Minimum Quality Drug Treatment Standards

Compliance with the following Minimum Quality Treatment Standards is required for all Substance Use Disorder programs either partially or fully funded by the Substance Abuse Prevention and Treatment Block Grant (SABG).

1. Personnel Policies

- 1.1 Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:
 - 1.1.1 Application for employment and/or resume;
 - 1.1.2 Signed employment confirmation statement/duty statement
 - 1.1.3 Job description
 - 1.1.4 Performance evaluations
 - 1.1.5 Health records/status as required by program or Title 9
 - 1.1.6 Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries)
 - 1.1.7 Training documentation relative to substance use disorders and treatment
 - 1.1.8 Current registration, certification, intern status, or licensure
 - 1.1.9 Proof of continuing education required by licensing or certifying agency and program
 - 1.1.10 Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well
- 1.2 Job descriptions shall be developed, revised as needed, and approved by the Program's governing body. The job descriptions shall include:
 - 1.2.1 Position title and classification
 - 1.2.2 Duties and responsibilities
 - 1.2.3 Lines of supervision
 - 1.2.4 Education, training, work experience, and other qualifications for the position.
- 1.3 Written code of conduct for employees and volunteers/interns shall be established which address at least the following:
 - 1.3.1 Use of drugs and/or alcohol
 - 1.3.2 Prohibition of social/business relationship with clients or their family members for personal gain
 - 1.3.3 Prohibition of sexual contact with clients
 - 1.3.4 Conflict of interest
 - 1.3.5 Providing services beyond scope
 - 1.3.6 Discrimination against clients or staff
 - 1.3.7 Verbally, physically, or sexually harassing, threatening, or abusing clients, family members, or other staff
 - 1.3.8 Protection of client confidentiality
 - 1.3.9 The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under

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- 1.3.10 Cooperation with complaint investigations
- 1.4 If a program utilizes the services of volunteers and/or interns, procedures shall be implemented which address:
 - 1.4.1 Recruitment
 - 1.4.2 Screening
 - 1.4.3 Selection
 - 1.4.4 Training and orientation
 - 1.4.5 Duties and assignments
 - 1.4.6 Scope of practice
 - 1.4.7 Supervision
 - 1.4.8 Evaluation
 - 1.4.9 Protection of client confidentiality
- 1.5 Written roles and responsibilities and a code of conduct for the medical director (if applicable) shall be clearly documented, signed, and dated by an authorized program representative and the medical director.

2. Program Management

- 2.1 Admission or Readmission
 - 2.1.1 Each program shall include in its policies and procedures written admission and readmission criteria for determining client's eligibility and suitability for treatment. These criteria shall include, at minimum:
 - 2.1.1.1 Use of alcohol/drugs of abuse
 - 2.1.1.2 Physical health status
 - 2.1.1.3 Documentation of social and psychological problems
 - 2.1.2 If a potential client does not meet the admission criteria, the client shall be referred to an appropriate service provider.
 - 2.1.3 If a client is admitted to treatment, a consent to treatment form shall be signed by the client.
 - 2.1.4 All referrals made by the program shall be documented in the client record
 - 2.1.5 Copies of the following documents shall be provided to the client upon admission:
 - 2.1.5.1 Client rights, client fee policies, and consent to treatment
 - 2.1.6 Copies of the following shall be provided to the client or posted in a prominent place accessible to all clients:
 - 2.1.6.1 A statement of nondiscrimination by race, religion, sex, gender identity, ethnicity, age, disability, sexual preference, and ability to pay
 - 2.1.6.2 Grievance procedures
 - 2.1.6.3 Appeal process for involuntary discharge
 - 2.1.6.4 Program rules, expectations, and regulations
 - 2.1.7 Where drug screening by urinalysis is deemed appropriate the program shall:

- 2.1.7.1 Establish procedures which protect against the falsification and/or contamination of any urine sample
- 2.1.7.2 Document urinalysis results in the client's file
- 2.2 Treatment
 - 2.2.1 Assessment for all clients shall include:
 - 2.2.1.1 Drug/Alcohol use history
 - 2.2.1.2 Medical history
 - 2.2.1.3 Family history
 - 2.2.1.4 Psychiatric history
 - 2.2.1.5 Social/recreational history
 - 2.2.1.6 Financial status/history
 - 2.2.1.7 Educational history
 - 2.2.1.8 Employment history
 - 2.2.1.9 Criminal history, legal status
 - 2.2.1.10 Previous substance use disorder treatment history
 - 2.2.2 Treatment plans shall be developed with the client within 30 days of admission and include:
 - 2.2.2.1 A problem statement for all problems identified through the assessment whether addressed or deferred
 - 2.2.2.2 Goals to address each problem statement (except when deferred)
 - 2.2.2.3 Action steps to meet the goals that include who is responsible for the action and the target date for completion
 - 2.2.2.4 Signature of primary counselor and client
 - 2.2.2.5 All treatment plans shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment
 - 2.2.3 Progress notes shall document the client's progress toward completion of activities and achievement of goals on the treatment plan.
 - 2.2.4 Discharge documentation shall be developed with the client, if possible, and include:
 - 2.2.4.1 Description of the treatment episode
 - 2.2.4.2 Prognosis
 - 2.2.4.3 Client's plan for continued recovery including support systems and plans for relapse prevention
 - 2.2.4.4 Reason and type of discharge
 - 2.2.4.5 Signature of primary counselor and client
 - 2.2.4.6 A copy of the discharge documentation shall be given to the client

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