

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF SISKIYOU ("COUNTY") AND
CASCADE CIRCLE, INC.**

**A SISKIYOU COUNTY DRIVING UNDER THE INFLUENCE ("DUI") PROGRAM PROVIDER
LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES
TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN SISKIYOU
COUNTY**

This Memorandum Of Understanding (MOU) is made and entered into effective. July 1, 2024, by and between the County of Siskiyou – Department of Health and Human Services - Behavioral Health Division (hereafter "COUNTY") and Cascade Circle, Inc. (A California Corporation), (hereinafter "PROVIDER"), which is a DUI treatment program licensed by the State of California Department of Health Care Services (hereinafter "DHCS") to provide DUI Program services in Siskiyou County based on the following representations and statements of purpose.

I. GUIDING LAWS AND PRINCIPLES

1. California Code of Regulations ("CCR") Title 9, Division 4, Chapter 3 establishes and regulates DUI program services provided within the State of California and the requirements for general administration, licensure, program standards and participant standards.
2. The objectives of the State's DUI program are to: (1) reduce the number of repeat DUI offenses by individuals who complete a DHCS approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.

II. PURPOSE

The purpose of this MOU between COUNTY and PROVIDER is to outline the roles and responsibilities of the COUNTY and PROVIDER that fall under the category of DUI services specified in CCR Title 9, Division 4, Chapter 3.

III. PROVIDER RESPONSIBILITIES

1. PROVIDER agrees to provide DUI program services to individuals residing in Siskiyou County that are convicted of DUI and ordered by the Siskiyou County Court system to enroll in DUI program services. Out of county residents may also be served upon approval by court or county of jurisdiction.
2. PROVIDER's services will be in compliance with CCR Title 9, Division 4, Chapter 3 and shall be consistent with PROVIDER's application for licensure that was recommended by the COUNTY and approved by DHCS.

3. PROVIDER shall maintain a valid DUI program license from DHCS to operate as a licensed provider at each respective site where DUI program services are provided.
4. PROVIDER's services shall include those described in Attachment I, Additional Requirements and Services To Be Provided, attached to this MOU hereto and incorporated herein by reference.
5. PROVIDER shall agree and make provisions for providing DUI program services as described herein to participants who cannot afford to pay program fees per CCR Title 9, Division 4, Chapter 3 § 9878 and Health and Safety Code § 1187.4(b)(2).
6. PROVIDER shall provide the COUNTY and DHCS access to all programmatic and fiscal records (e.g., cost reports) necessary to conduct COUNTY monitoring and DHCS approved activities, including evaluation of services and fees owed by PROVIDER to the COUNTY. Said access shall not conflict with any local, state or federal confidentiality regulations.
7. PROVIDER shall provide the COUNTY and/or DHCS access to all records related to the provision of services under this MOU as required, to investigate any complaint or grievance that may be claimed against PROVIDER.
8. PROVIDER shall pay the COUNTY administration and monitoring fees. The approved fees are \$15.00 per participants enrolled in the Wet Reckless (SB1176), First Offender [i.e., Three (3) Month (AB541), Six (6) Month (AB762), and Nine (9) Month (AB1353)], and (18) Month (SB38) Second and Subsequent Offender programs.
9. PROVIDER shall submit payment of fees to the COUNTY within thirty (30) days of the previous reporting month. Non-payment of these fees to the COUNTY by the specified date may result in removal from the DUI program referral list.
10. PROVIDER shall submit cost reports to the COUNTY within sixty (60) days of the close of the fiscal year (e.g., August 30). Non-submission of cost reports within the specified time period may result in removal from the DUI program referral list.
11. PROVIDER shall inform the COUNTY thirty (30) days prior to closure of a DUI program. In the event of a program closure, PROVIDER shall make immediate and appropriate plans to transfer or refer all participants to other DUI providers for continuing service and to remit all participant files to the COUNTY.

IV. COUNTY RESPONSIBILITIES

1. COUNTY shall conduct monitoring of programs a minimum of two (2) times per fiscal year using the standard monitoring procedure/instrument developed and approved by DHCS in compliance with § 11837.6 of the Health and Safety code.
 - a. COUNTY is authorized to represent the interests of COUNTY and DHCS in carrying out the terms and conditions of this MOU. With proper identification, the COUNTY will be allowed the right to inspect, review and monitor

PROVIDER's facilities, program, procedures, and programmatic and financial records during normal business hours to ensure compliance with COUNTY and DHCS regulations and the terms of this MOU.

- b. COUNTY shall monitor PROVIDER to ensure compliance with the regulations contained in the requirements outlined in CCR, Title 9, Division 4, Chapter 3, and CCR, Title 9, Division 4, Chapter 8, and by those additional requirements which may be established by the COUNTY as approved by DHCS.
 - c. COUNTY shall monitor PROVIDER to ensure that approved DUI programs do not utilize other funds administered by DHCS for program operations and to ensure that PROVIDERS do not utilize participant fees for purposes other than DUI program activities.
 - d. COUNTY shall evaluate PROVIDER (and all DUI providers) periodically for system effectiveness and quality of service.
 - e. COUNTY shall investigate complaints and grievances received by COUNTY against DUI program providers, and shall refer such complaints and grievances to DHCS as needed.
2. COUNTY shall ensure that there are sufficient licensed programs within the COUNTY to meet the DUI service needs of COUNTY residents. The COUNTY's determination of any need for additional DUI programs in Siskiyou County shall be in compliance with the criteria established in CCR, Title 9, Division 4, Chapter 3, § 9805.
3. COUNTY shall assure the DHCS Licensing Branch in writing of the programmatic and fiscal integrity of the DUI programs the COUNTY has recommended for licensure.
4. COUNTY shall continue to provide a list of approved AB 541, SB 38, and SB 1365 DUI programs to all Siskiyou Court locations, referral agencies, and other interested parties by program level (i.e., AB 541, SB 38, and SB1365).
5. COUNTY shall continue its role as liaison between the Courts and other agencies within the COUNTY on regulation and requirements in CCR, Title 9, Division 4, Chapter 3.
6. COUNTY may assess an amount not to exceed five percent of gross program revenue per annum for its administration and monitoring of the DUI program, in accordance with Section 9801.5. The county may assess an amount in excess of five percent of gross program revenue per annum only with approval by the Department. Such approval shall require the county to provide justification of actual costs and services. Approval shall be valid only for the fiscal year for which it is granted.

V. GENERAL TERMS:

1. The term of this MOU is effective on July 1, 2024, through June 30, 2027. The County shall have the sole option to extend the term for the three additional years through June 30, 2030. The option and extension shall be exercised at the sole discretion of the Interim Director through written notification from the Interim Director, or their designee, to the provider prior to the end of the term. This MOU may be terminated at any time with or without cause by either party upon giving at least thirty (30) days prior written notice thereof to the other party.
2. This MOU may be amended by mutual written consent of both parties via an amendment to this MOU.
3. COUNTY retains the right to amend this MOU when revisions are required based on changes in State regulations and/or Health and Safety Code as referenced herein above or as needed for DUI program services changes. Such amendments shall become effective upon execution by both parties.
4. Each party will appoint a person to serve as the official contact and coordinate the activities to be provided under this MOU. Unless otherwise provided for under this MOU, all notices to the COUNTY'S and PROVIDER'S contact shall be directed as indicated below:

The PROVIDER contact for this MOU is:

Name and Title: Karlee Jones, Executive Director
Program Name: Cascade Circle, Inc.
Program Address: 3161 Bechelli Lane, Suite. 204B
Redding, California 96002
Telephone No. (530) 222-8302
Fax No. (530) 222-5872

Services Address: 308 S. Broadway Street
Yreka, California 96097
Telephone No. (530) 222-8302
Fax No. (530) 520-9658
E-mail: kjones@cascadecircle.net

The COUNTY contact for this MOU is:

Toby Reusze,
SUD Administrator
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
Telephone No. (530) 841-4789
Fax No. (530) 841-4712
E-mail: treusze@co.siskiyou.ca.us

VI. **INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES:**

PROVIDER shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the PROVIDER, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGI on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. 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. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code I (any auto), or if PROVIDER has no owned autos. Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
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.

(Not required if consultant provides written verification, it has no employees)

4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the PROVIDER'S profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.

If the PROVIDER maintains broader coverage and/or higher limits than the minimum shown above, the COUNTY requires and shall be entitled to the broader coverage and/or the higher limits maintained by the PROVIDER. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the COUNTY.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The COUNTY, its officers, officials, employees, and volunteers are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the PROVIDER including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the PROVIDER'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38: and CG 20 37 if a later edition is used).

Primary Coverage

For any claims related to this contract, the PROVIDER's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the COUNTY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, officials, employees, or volunteers

shall be excess of the PROVIDERs insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Umbrella or Excess Policy

The PROVIDER may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured. Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the PROVIDER's primary and excess liability policies are exhausted.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the COUNTY,

Waiver of Subrogation

Provider hereby grants to COUNTY a waiver of any right to subrogation which any insurer of said PROVIDER may acquire against the COUNTY by virtue of the payment of any loss under such insurance. PROVIDER 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.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the COUNTY. The COUNTY may require the PROVIDER to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or COUNTY. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000, unless approved in writing by COUNTY. Any and all deductibles and SIRs shall be the sole responsibility of PROVIDER or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due PROVIDER to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. COUNTY reserves the right to obtain a copy of any policies and endorsements for verification.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the COUNTY.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained, and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

3. If coverage canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior*** to the contract effective date, the PROVIDER must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of work.

Verification of Coverage

PROVIDER shall furnish the COUNTY with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declaration & Endorsements pages are to be received and approved by the COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the PROVIDER's obligation to provide them. The COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Subcontractors

PROVIDER shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and PROVIDER shall ensure that COUNTY is an additional insured on insurance required from subcontractors.

Duration of Coverage

CGL & Excess liability policies ***for any construction related work, including, but not limited to, maintenance, service, or repair work,*** shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained, and evidence of insurance must be ***provided for at least five (5) years after completion of the contract of work.***

Special Risks or Circumstances

COUNTY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, County and Provider have executed this agreement on the dates set forth below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

COUNTY OF SISKIYOU

Date: _____

NANCY OGREN, CHAIR
Board of Supervisors
County of Siskiyou
State of California

ATTEST:
LAURA BYNUM
Clerk, Board of Supervisors

By: _____
Deputy

Date: 1/9/2025

PROVIDER: Cascade Circle, Inc.

Signed by:

Karlee Jones

Karlee Jones, Executive Director

Signed by:

Robin D. Sparks

Robin D. Sparks, Corporate Secretary

Date: 1/15/2025

License No. 30195
(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.: 68-0330779

ACCOUNTING:

Fund	Organization	Account
2134	401100	552600

Encumbrance number (if applicable)
If not to exceed, include amount not to exceed: \$.01 (Rate)

FY 24/25 \$0.01
FY 25/26 \$0.01
FY 26/27 \$0.01

Attachment I

I. TYPE OF SERVICE(S) AND LOCATION(S) TO BE PROVIDED BY DUI PROVIDER:

1. Wet Reckless

A. 308 S. Broadway, Yreka, CA 96097

2. First Offender Programs (3, 6 or 9 Months):

A. 308 S. Broadway, Yreka, CA 96097

3. Second and Subsequent Offender Programs (18 Months):

A. 308 S. Broadway, Yreka, CA 96097

In Process

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

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 Part 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.

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 a 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 percent 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’s web based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

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
- 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 criterial, 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
- 2.2.3 All treatment plans shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment
- 2.2.4 Progress notes shall document the client's progress toward completion of activities and achievement of goals on the treatment plan.
- 2.2.5 Discharge documentation shall be developed with the client, if possible, and include:
 - 2.2.5.1 Description of the treatment episode
 - 2.2.5.2 Prognosis
 - 2.2.5.3 Client's plan for continued recovery including support systems and plans for relapse prevention
 - 2.2.5.4 Reason and type of discharge
 - 2.2.5.5 Signature of primary counselor and client
 - 2.2.5.6 A copy of the discharge documentation shall be given to the client

In Process