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COUNTY OF SISKIYOU
CONTRACT FOR SERVICES

This Contract is entered into on the date when it has been both approved by the Board and signed by all other parties to it.

COUNTY: Siskiyou County Health and Human Services Agency
Behavioral Health Division
2060 Campus Drive
Yreka, California 96097
(530) 841-4100 Phone
(530) 841-4133 Fax

And

CONTRACTOR: Siskiyou Family YMCA, a non-profit organization 501© (3)
350 N. Foothill Drive
Yreka, California 96097
(530) 842-9622 Phone

ARTICLE 1. TERM OF CONTRACT

1.01 Contract Term: This Contract shall become effective on July 1, 2024, and shall terminate on June 30, 2025, unless terminated in accordance with the provisions of Article 7 of this Contract or as otherwise provided herein.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of County. Nothing in this Contract shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Contract.

ARTICLE 3. SERVICES

3.01 Scope of Services: Contractor agrees to furnish the following services: Contractor shall provide the services described in Exhibit “A” attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in contract time or other contract terms. All such services are to be coordinated with County and the results of the work shall be monitored by the Health and Human Services Agency Director or his or her designee.

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To the extent that Exhibit A contains terms in conflict with this Contract or to the extent that it seeks to supplement a provision regarding a subject already fully addressed in this Contract, including a clause similar to this seeking to render its language superior to conflicting language in this Contract, such language is hereby expressly deemed null and void by all parties upon execution of this Contract.

3.02 Method of Performing Services: Contractor will determine the method, details, and means of performing the above-described services including measures to protect the safety of the traveling public and Contractor's employees. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 Employment of Assistants: Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Contract. County may not control, direct, or supervise Contractor's assistants or employees in the performance of those services.

ARTICLE 4. COMPENSATION

4.01 Compensation: In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to services satisfactorily performed as specified in Exhibit A, the not to exceed amount of Twenty Thousand Dollars and no/100 cents ($20,000.00) for the term of the contract.

4.02 Invoices: Contractor shall submit detailed invoices for all services being rendered.

4.03 Date for Payment of Compensation: County will endeavor to make payment within 30 days of receipt of invoices from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 Expenses: Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of materials, equipment, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

ARTICLE 5. OBLIGATIONS OF CONTRACTOR

5.01 Contractor Qualifications: Contractor warrants that Contractor has the necessary licenses, experience and technical skills to provide services under this Contract.

5.02 Contract Management: Contractor shall report to the Health and Human Services Agency Director or his or her designee who will review the activities and performance of the Contractor and administer this Contract.

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5.03 Tools and Instrumentalities: Contractor will supply all tools and instrumentalities required to perform the services under this Contract. Contractor is not required to purchase or rent any tools, equipment or services from County.

5.04 Workers' Compensation: Contractor shall maintain a workers' compensation plan covering all its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If Contractor elects to be self-insured, the certificate of insurance otherwise required by this Contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations. Proof of such insurance shall be provided before any work is commenced under this contract. No payment shall be made unless such proof of insurance is provided.

5.05 Indemnification: Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of ($1,000,000) One Million Dollars, to cover such claims or in an amount determined appropriate by the County Risk Manager. If the amount of insurance is reduced by the County Risk Manager such reduction must be in writing. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Contract does not relieve Contractor from liability or limit Contractor's liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Contract, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.06 General Liability and Automobile Insurance: During the term of this Contract, Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least ($1,000,000) One Million Dollars, combined limit for bodily injury and property damage; the County, its officers, employees, volunteers and agents are to be named additional insured under the policies, and the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or other named insured will be called on to cover a loss covered thereunder. All insurance required herein shall be provided by a company authorized to do business in the State of California and possess at least a Best A:VII rating or as may otherwise be acceptable to County. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990 or other form satisfactory to County. The County will be named as an additional insured using

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ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.07 Certificate of Insurance and Endorsements: Contractor shall obtain and file with the County prior to engaging in any operation or activity set forth in this Contract, certificates of insurance evidencing additional insured coverage as set forth in paragraphs 5.04 and 5.10 and which shall provide that no cancellation, reduction in coverage or expiration by the insurance company will be made during the term of this Contract, without thirty (30) days written notice to County prior to the effective date of such cancellation. **Naming the County as a "Certificate Holder" or other similar language is NOT sufficient satisfaction of the requirement.** Prior to commencement of performance of services by Contractor and prior to any obligations of County, contractor shall file certificates of insurance with County showing that Contractor has in effect the insurance required by this Contract. Contractor shall file a new or amended certificate on the certificate then on file. **If changes are made during the term of this Contract, no work shall be performed under this agreement, and no payment may be made until such certificate of insurance evidencing the coverage in paragraphs, 5.05, the general liability policy set forth in 5.06 and 5.10 are provided to County.**

5.08 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Contract is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions of CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County. Contractor understands and agrees that his personnel are not, and will not be, eligible for memberships in, or any benefits from, any County group plan for hospital, surgical or medical insurance, or for membership in any County retirement program, or for paid vacation, paid sick leave, or other leave, with or without pay, or for any other benefit which accrues to a County employee.

5.09 IRS/FTB Indemnity Assignment: Contractor shall defend, indemnify, and hold harmless the County, its officers, agents, and employees, from and against any adverse determination made by the Internal Revenue Service of the State Franchise Tax Board with respect to Contractor's "independent contractor" status that would establish a liability for failure to make social security and income tax withholding payments.

5.10 Professional Liability: If Contractor or any of its officers, agents, employees, volunteers, contactors or subcontractors are required to be professionally licensed or certified by any agency of the State of California in order to perform any of the work or services identified herein, Contractor shall procure and maintain in force throughout the duration of the Contract a professional liability

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insurance policy with a minimum coverage level of ($1,000,000) One Million Dollars, or as determined in writing by County's Risk Management Department.

5.11 State and Federal Taxes: As Contractor is not County's employee, Contractor is responsible for paying all required state and federal taxes. In particular:

a. County will not withhold FICA (Social Security) from Contractor's payments;
b. County will not make state or federal unemployment insurance contributions on behalf of Contractor.
c. County will not withhold state or federal income tax from payment to Contractor.
d. County will not make disability insurance contributions on behalf of Contractor.
e. County will not obtain workers' compensation insurance on behalf of Contractor.

5.12 Records: All reports and other materials collected or produced by the Contractor or any subcontractor of Contractor shall, after completion and acceptance of the Contract, become the property of County, and shall not be subject to any copyright claimed by the Contractor, subcontractor, or their agents or employees. Contractor may retain copies of all such materials exclusively for administration purposes. Any use of completed or uncompleted documents for other projects by Contractor, any subcontractor, or any of their agents or employees, without the prior written consent of County is prohibited. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Contract shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is also understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Contract are prepared specifically for the County and are not necessarily suitable for any future or other use.

5.13 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of five (5) years, or for any longer period required by law, from the date of final payment to the Contractor under this Contract. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.14 Assignability of Contract: It is understood and agreed that this Contract contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Contract will be permitted only with the express written consent of the County.

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5.15 Warranty of Contractor: Contractor warrants that it, and each of its personnel, where necessary, are properly certified and licensed under the laws and regulations of the State of California to provide the special services agreed to.

5.16 Withholding for Non-Resident Contractor: Pursuant to California Revenue and Taxation Code Section 18662, payments made to nonresident independent contractors, including corporations and partnerships that do not have a permanent place of business in this state, are subject to 7 percent state income tax withholding.

Withholding is required if the total yearly payments made under this contract exceed $1,500.00.

Unless the Franchise Tax Board has authorized a reduced rate or waiver of withholding and County is provided evidence of such reduction/waiver, all nonresident contractors will be subject to the withholding. It is the responsibility of the Contractor to submit the Waiver Request (Form 588) to the Franchise Tax Board as soon as possible in order to allow time for the Franchise Tax Board to review the request.

5.17 Compliance with Child, Family and Spousal Support Reporting Obligations: Contractor's failure to comply with state and federal child, family and spousal support reporting requirements regarding contractor's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family and spousal support obligations shall constitute a default under this Contract. Contractor's failure to cure such default within ninety (90) days of notice by County shall be grounds for termination of this Contract.

5.18 Conflict of Interest: Contractor covenants that it presently has no interest and shall not acquire an interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. Contractor further covenants that, in the performance of this Contract, no subcontractor or person having such an interest shall be used or employed. Contractor certifies that no one who has or will have any financial interest under this contract is an officer or employee of County.

5.19 Compliance with Applicable Laws: Contractor shall comply with all applicable federal, state and local laws now or hereafter in force, and with any applicable regulations, in performing the work and providing the services specified in this Contract. This obligation includes, without limitations, the acquisition and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this Contract.

5.20 Bankruptcy: Contractor shall immediately notify County in the event that Contractor ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffer or permits the appointment of a receiver for its business or assets, or avails itself of,

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or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor (to provide reasonable access to documents and information as permitted by law) necessary to the performance of Contractor's duties under this Contract.

ARTICLE 7. TERMINATION

7.01 Termination on Occurrence of Stated Events: This Contract shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of Contractor
2. Death of Contractor

7.02 Termination by County for Default of Contractor: Should Contractor default in the performance of this Contract or materially breach any of its provisions, County, at County's option, may terminate this Contract by giving written notification to Contractor.

7.03 Termination for Convenience of County: County may terminate this Contract at any time by providing a notice in writing to Contractor that the Contract is terminated. Said Contract shall then be deemed terminated and no further work shall be performed by Contractor. If the Contract is so terminated, the Contractor shall be paid for that percentage of the phase of work actually completed, based on a pro rata portion of the compensation for said phase satisfactorily completed at the time of notice of termination is received.

7.04 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.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid or return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Contract, but each party may change the address by written notice in accordance with the paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This contract supersedes any and all contracts, either oral or written, between the Parties hereto with respect to the rendering of

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services by Contractor for County and contains all the covenants and contracts between the parties with respect to the enduring of such services in any manner whatsoever. Each Party to this Contract acknowledges that no representations, inducements, promises, or contract, orally or otherwise, have been made by any party, or anyone acting on behalf of any Party, which are not embodied herein, and that no other contract, statement, or promise not contained in this Contract shall be valid or binding. Any modification of this Contract will be effective only if it is in writing signed by the Party to be charged and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If any provision in this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Contract, the prevailing Party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.05 Conformance to Applicable Laws: Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. Contractor shall not discriminate in the employment of persons who work under this contract because of race, the color, national origin, ancestry, disability, sex or religion of such person.

8.06 Waiver: In the event that either County or Contractor shall at any time or times waive any breach of this Contract by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Contract, whether of the same or any other covenant, condition or obligation.

8.07 Governing Law: This Contract and all matters relating to it shall be governed by the laws of the State of California and the County of Siskiyou and any action brought relating to this Contract shall be brought exclusively in a state court in the County of Siskiyou.

8.08 Reduction of Consideration: Contractor agrees that County shall have the right to deduct from any payments contracted for under this Contract any amount owed to County by Contractor as a result of any obligation arising prior or subsequent to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, but are not limited to any property tax, secured or unsecured, which tax is in arrears. If County exercises the right to reduce the consideration specified in this Contract, County shall give Contractor notice of the amount of any off-set and the reason for the deduction.

8.09 Negotiated Contract: This Contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this

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Contract within the meaning of California Civil Code Section 1654. Each party hereby represents and warrants that in executing this Contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with respect to the matters set forth in this Contract and the rights and duties arising out of this Contract, or that such party willingly foregoes any such consultation.

8.10 Time is of the Essence: Time is of the essence in the performance of this Contract.

8.11 Materiality: The parties consider each and every term, covenant, and provision of this Contract to be material and reasonable.

8.12 Authority and Capacity: Contractor and Contractor's signatory each warrant and represent that each has full authority and capacity to enter into this Contract.

8.13 Binding on Successors: All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of Contractor. Contractor and all of Contractor's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under the Contract.

8.14 Cumulation of Remedies: All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

8.15 No Reliance On Representations: Each party hereby represents and warrants that it is not relying, and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Contract, may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this Contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

(SIGNATURES ON FOLLOWING PAGE)

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.

CONTRACTOR: Siskiyou Family YMCA, a non-profit organization 501 © (3)

Date: 8/8/2024

DocuSigned by:
Jimmy Kutzer, Board President
B3890658B9E402...
Jimmy Kutzer, Board President

Date: 8/8/2024

Signed by:
Scott Eastman, Chief Executive Director
A2404486E2A2D1...
Scott Eastman, Chief Executive Officer

License No.: N/A
(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.: 68-0294653

COUNTY OF SISKIYOU

DocuSigned by:
Angela Davis 8/9/2024
F2B6EA49B0C43...
Angela Davis, County Administrator (Date)

APPROVED AS TO LEGAL FORM:

DocuSigned by:
Dana Barton 8/8/2024
8D75D7D4E6C1484...
Natalie E. Reed, County Counsel (Date)

APPROVED AS TO ACCOUNTING FORM:

Fund	Organization	Account	FY24/25
2134	401100	723000	$10,000.00
2135	401130	723000	$10,000.00

If not to exceed, include amount not to exceed: $20,000.00.

Encumbrance number (if applicable):

DocuSigned by:
Diane L. Olson 8/8/2024
3E3B2D7A6680458...
Diane Olson, Auditor-Controller (Date)

APPROVED AS TO INSURANCE REQUIREMENTS:

DocuSigned by:
Hayley Hudson 8/9/2024
A30B5EE7AE3749F...
Hayley Hudson, Risk Management (Date)

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EXHIBIT A

The Siskiyou YMCA focuses on encouraging client emotional and physical health through positive group and physical activities as well as providing access to community resources.

Scope of Service –

A. **Substance Use Disorder (SUD) activities** - The YMCA will provide up to 100 group leadership activities throughout each calendar year.

A cost of One Hundred and no/100 ($100.00) Dollars for each 1–2-hour activity session to provide one staff member for a maximum group size of twelve (12) participants. Depending on group size, additional staff members at the cost of Sixty-Five and no/100 ($65.00) Dollars each will be added, to ensure proper staff to participant ratios.

1. On site / off site group activities to include but not limited to:
   a. Rock wall climbing (2 Hours)
   b. Leadership and team building activity (2 Hours)
   c. Basketball Clinic (2 Hours)
   d. Volleyball Clinic (2 Hours)
   e. Pickleball Clinic (2 Hours)
   f. Days at the Park with leadership activities (2 Hours)
   g. Strength training Classes (1 Hour)
   h. Fitness Classes (1 Hour)
   i. Off site or on-site leadership activities with the YMCA's set pricing for their events
   j. $55 per person for Whitewater Rafting Trips on the Klamath River
   k. Any other activity approved by AOD Administrator

2. Individual on site mentoring to include but not limited to:
   a. $65 per 1 hour session
   b. Rock wall climbing – Leadership and team building
   c. Basketball
   d. Volleyball
   e. Strength training
   f. Cardio fitness
   g. Any other activity approved by AOD Administrator

3. Individual day passes for the group to access the YMCA with a supervisor
   a. $10.00 per pass for the period 7/1/2024 – 6/30/2025

4. Group Activity, Mentorship, and Daily Drop-in Fee Breakdown –
   a. Up to 20 sessions at $100 a session. $65 fee will be added for any additional staffing. Including up to 2 Whitewater Rafting group activity sessions at $55 per participant)

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b. Up to 40 individual on site mentoring sessions at $65 per 1 hour session.
c. Provide expanded access to the Siskiyou Family YMCA after graduation for AOD participants still participating in the program at a cost of $781.00 for a one year membership. This is intended to create greater incentive to current participants to remain connected to the support structure created through the AOD program.
d. Provide semi-monthly family nights, free and open to the community at large. Current participants of the AOD program are invited to free family events hosted by the YMCA. “Challenge by choice” games, staff directed activities, and healthy snacks will be provided to facilitate healthy family activity at the Y intended to encourage long term healthy habits.

B. **Perinatal activities** - The YMCA will provide up to 100 group leadership activities throughout the calendar year.

A cost of One Hundred and no/100 ($100.00) Dollars for each 1–2-hour activity session to provide one staff member for a maximum group size of twelve (12) participants. Depending on group size, additional staff members at the cost of Sixty-Five and no/100 ($65.00) Dollars each will be added, to ensure proper staff to participant ratios.

1. On site / off site group activities to include but not limited to:
a. Leadership and team building activity (2 Hours)
b. Days at the Park with leadership activities (2 Hours)
c. Strength training Classes (1 Hour)
d. Fitness Classes Including Yoga (1 Hour)
e. Off site or on-site leadership activities with the YMCA’s set pricing for their events
f. $55 per person for Whitewater Rafting Trips on the Klamath River
g. Any other activity approved by AOD Administrator

2. Individual day passes for the group to access the YMCA with a supervisor
a. $10.00 per pass for the period 7/1/2024 – 6/30/2025

3. Group Activity Budget Breakdown–
a. Up to 100 sessions at $100 a session. $65 fee will be added for any additional staffing. Conference room rental for the duration of the contract.
b. Provide expanded access to the Siskiyou Family YMCA after graduation for PERI participants still participating in the program at a cost of $781.00 for a one-year membership. This is intended to create greater incentive to current participants to remain connected to the support structure created through the PERI program.
c. Provide semi-monthly family nights, free and open to the community at large. Current participants of the PERI program are invited to free family events hosted by the YMCA. “Challenge by choice” games, staff directed activities, and healthy snacks will be

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provided to facilitate healthy family activity at the Y intended to encourage long term healthy habits.

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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

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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

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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.

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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.

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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.

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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

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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.

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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.

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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);

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- 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.
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.

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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

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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

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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.

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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

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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.

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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

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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 of 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