Exhibit A, Attachment I A2
Program Specifications

Part I - General

A. 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.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment I ~~A2~~ I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug**s** 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 Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce***,*** and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I ~~A1~~, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. 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).

G. Restriction on Distribution of Sterile Needles

No Substance Abuse Prevention and Treatment (SAPT) Block Grant funds made available through this Contract shall be used to carry out any program ~~of distributing~~ **that includes the distribution of** sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

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

If any of the work performed under this Contract is subject to the HIPAA, ~~then~~ Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

(a) No Changes. Contractor 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 HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))

(b) No Additions. Contractor 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 Part 162.915 (b))

(c) No Unauthorized Uses. Contractor 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 Part 162.915 (c))

(d) No Changes to Meaning or Intent. Contractor 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 Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

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

3. Adequate Testing

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

4. Deficiencies

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

5. Code Set Retention

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

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log~~,~~ which shall record any and all Data Transmission**s** 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.

I. 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, (Reference Document 1B).

J. 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 certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. 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 (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23~~(b)~~ **(96.126(e))** ~~of PHS Act)~~.

M. Tuberculosis Treatment

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

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;

2. Reduce barriers to patients' accepting TB treatment; and,

3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 ~~as amended~~ (22 U.S.C. 7104**(g)**) **as amended by section 1702**. For full text of the award term, go to: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall 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/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California and County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11801(g), the ~~c~~**C**ounty AOD ~~p~~**P**rogram ~~a~~**A**dministrator shall participate and represent the ~~c~~**C**ounty in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the State with respect to policies, standards, and administration for alcohol and other drug abuse services. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

Pursuant to HSC Section 11811.5(c), the ~~c~~**C**ounty AOD ~~p~~**P**rogram ~~a~~**A**dministrator 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.

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time **a** new Youth Treatment Guideline are established and adopted. No formal amendment of this contract is required for new guidelines to ~~apply~~ **be incorporated into this contract**.

R. Perinatal Services Network Guidelines 2015

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY). The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the perinatal program requirements as outlined in the Perinatal Services Network Guidelines 2015, promulgated pursuant to 45 under CFR

96.137. The "Perinatal Services Network Guidelines 2015" are attached to this contract as Document 1G, incorporated by reference, The contractor shall comply with the "Perinatal Services Network Guidelines 2015" until new Perinatal Services Network Guidelines are established and adopted. The incorporation of any new Perinatal Services Network Guidelines into this contract shall not require a formal amendment.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for, the following services:

1. **Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;**
2. **Primary pediatric care, including immunization, for their children;**
3. **Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;**
4. **Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and**
5. **Sufficient case management and transportation to ensure that women and their children have access to services.**

~~R.~~**S.** Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting during for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

~~S.~~**T.** Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

~~T.~~**U.** Federal Law Requirements:

1. 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.
2. 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of ~~handicap~~ **individuals with disabilities**.
9. 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

~~U.~~**V.** State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.

4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.

5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

~~V.~~**W.** This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments ~~after~~ **that** affect the provisions, terms, or funding of this Contract in any manner.

~~W.~~**X.** Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

Exhibit A, Attachment I A2
Program Specifications

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.

C. **"Corrective Action Plan" (CAP)"** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.

E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the ~~c~~**C**ounty as per California Code Section 30025.

F. **"Days"** means calendar days, unless otherwise specified.

G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor**'s** services.

H. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.

I. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

K. **"Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I ~~A2~~.

L. **"Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.

M. **"Non-Drug Medi-Cal Amount"** means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.

N. **"Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I ~~A2~~, and abiding by the terms of this Exhibit, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of ~~alcohol and drug~~ **substance use** services hereunder.

O. **"Preliminary Settlement"** means the settlement of only SAPT funding for counties that do include DMC funding.

P. **"Revenue"** means Contractor's income from sources other than the State allocation.

Q. **"Service Area"** means the geographical area under Contractor's jurisdiction.

R. **"Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".

S. **"State"** means the Department of Health Care Services or DHCS.

T. **"Utilization"** means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title ~~9~~**6**, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

A. **"Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.

B. **"Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.

C. **"Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.

D. **"Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.

E. **"Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I **Code,** Section 14124.24; and California's Medicaid State Plan.

F. **"Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.

G. **"Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.

H. **"Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal certification termination notice.

I. **"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder~~,~~ that is discovered during a health screening.

J. **"Provider Certification"** means the provider must be certified in order to participate in the Medi-Cal program.

K. **"Federal Financial Participation (FFP)"** means the share of federal Medicaid funds for reimbursement of DMC services.

L. **"Medical Necessity"** means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury, or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.

M. **"Minor Consent DMC Services"** are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.

N. **"Narcotic Treatment Program"** means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.

O. **"Payment Suspension"** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I **Code, Section** 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

P. **"Perinatal DMC Services"** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).

Q. **"Postpartum",** as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.

R. **"Post Service Post Payment (PSPP) Utilization Review"** means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (CCR, Title 22, Section 51341.1 **(k)**).

S. **"Projected Units of Service"** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

T. **"Provider of DMC Services"** means any person or entity that provides direct substance use treatment services and has been certified by **the** State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.

U. **"Re-certification"** means the process by which the **DMC** certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from **the** date of previous DMC certification or re-certification.

V. **"Statewide Maximum Allowances (SMA)"** means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY ~~2015-16~~**2016-17** is listed in the "Unit of Service" table in Exhibit B ~~A1~~, Part V.

W. **"Subcontract"** means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.

X. **"Subcontractor"** means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I ~~A1~~.

Y. **"Temporary Suspension"** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I **Code,** Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

Exhibit A, Attachment I A2
Program Specifications

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I ~~A1~~ or as identified in Document 1F (a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPT_BG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December
June 1 for the period January through March
September 1 for the period April through June
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I **Code,** Section 14124.24 **(g(1))** Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic **format**, as prescribed by the State, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement

2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)

3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)

4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)

5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)

6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs**,** ~~for~~ Non-Perinatal or Perinatal (if applicable)

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Contractors and Subcontractors that provide DMC services shall be responsible for verifying the Medi-Cal eligibility of each client for each month of service prior to billing for DMC services to that client for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the Department of Health Care Services DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&I C**ode**, Sections 14132.44 and 14132.47.

1. Contractor shall ~~certify the public expenditure~~ **submit the "Certified Expenditure" form** reflecting **either: 1)** the approved amount of the 837P claim file**, after the claims have been adjudicated; or 2) the claimed amount identified on the 837P claim file, which could account for both approved and denied claims.** Contractor shall submit ~~the "Certified Public Expenditure" form after the claims have been adjudicated Contractor shall submit~~ to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each ~~835~~ **837P** transaction approved for reimbursement of the federal Medicaid funds.

2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

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

   (a) Multiple Billing Override Certification (MC 6700), Document 2K

   (b) Good Cause Certification (6065A), Document 2L(a)

   (c) Good Cause Certification (6065B), Document 2L(b)

   In the absence of good cause documented on the Good Cause Certification (6065A or 6065B) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

   Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I ~~A1~~, Part V, Section 4 any of the Contractor's skilled professional medical and personnel ~~and~~ directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(d)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d) (2) approving the request**,** or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d) (1).

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

The CalOMS-Tx business rules and requirements are:

1. Contractor **shall** contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) **shall** ~~must~~ be established between the Contractor and the software vendor. The BAA **shall** ~~must~~ state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3. Electronic submission of CalOMS-Tx data **shall be submitted by Contractor within** ~~is due~~ 45 days from the end of the last day of the report month.

4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection **and reporting requirements.** .

5. Contractor 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.

6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.

E. California Outcomes Measurement Service for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding **shall** ~~must~~ input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor ~~must~~ **shall** comply with the CalOMS Pv Data Quality Standards (Document #1T).

2. Contractor ~~must~~ **shall** report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month**.**

3. Contractor ~~must~~ **shall** review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.

4. Contractor ~~must~~ **shall** report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1 ~~A1~~, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.

5. If Contractor cannot meet the established due dates, a written request for an extension ~~must~~ **shall** be submitted to DHCS 10- days prior to the due date

6. In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.

2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.

3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.

4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers, with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

   In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.

3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

4. If the Contractor or its Subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written

notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B ~~A1~~, Part II, Section 2).

5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.

6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall ~~submit annually~~ **document** the total number of referrals necessitated by religious objection to other alternative substance abuse providers. **The contractor shall annually submit** ~~T~~**t**his information ~~must be submitted~~ to DHCS **by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner** ~~in a format~~ prescribed by DHCS**.** ~~and at a time required by DHCS (reference ADP Bulletin 04-5).~~

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of ~~its~~ **the** execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

Exhibit A, Attachment I A2
Program Specifications

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at http://www.opm.gov/oca. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the SAPT Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125). ~~Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.~~

2. Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:

   a) Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.
   b) Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.

c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.
d) Submit a draft to DHCS, based on the timeline~~,~~ for each section of the SPP for review and approval.
e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.

3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year.

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

(a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at http://fridaynightlive.org/about-us/cfnlp-overview/;
(b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
(c) Follow the FNL Data Entry Instructions for ~~CAlOMS~~ **CalOMS** Pv as provided by DHCS in the CalOMS Pv Library;
(d) ~~Demonstrate an effort to be a~~ **Meet the** Member in Good Standing (MIGS) **requirements**, as ~~provided~~ **determined** by DHCS in conjunction with the California Friday Night Live Partnership. **If the Contractor does not meet the MIGS requirements, then the Contractor shall submit counties fail to a technical assistance plan detailing how the Contractor intends to ensure satisfaction of the MIGS requirements to DHCS for approval.**

C. Perinatal Services Network Guidelines ~~2014~~ **2015**

Pursuant to 45 CFR 96.124 ((c)(1-3)) the Contractor shall expend the specified percentage of SAPT Block Grant funds, as calculated by said regulations, on perinatal services, pregnant women, and women with dependent children each state fiscal year (SFY) . The Contractor shall expend these funds either by establishing new programs or expanding the capacity of existing programs. The Contractor shall calculate the appropriate expenditure amount by using Generally Accepted Accounting Principles and the composition of the base shall be applied consistently from year to year. (See the County Share of SAPT Block Grant Women Services Expenditure Requirement Exhibit G)

Contractor shall comply with the ~~requirements for~~ perinatal programs **requirements as outlined in the Perinatal Services Network Guidelines, promulgated to 45 CFR 96.137.**

The "Perinatal Services Network Guidelines 2015" ~~funded under under Exhibit A, Attachment I A1, contained in~~ **are attached to this contract as** Document 1G, incorporated by ~~this~~ reference. **The Contractor shall comply with the** "Perinatal Services Network Guidelines ~~2014~~ **2015**" until ~~such time~~ **new** Perinatal Services Network Guidelines are established and adopted. **The incorporation of any new Perinatal Service Netork Guidelines into this contract shall not require a** ~~No~~ formal amendment ~~of this contract is required for new guidelines to apply~~.

All SAPT BG-funded programs providing treatment services designed for pregnant women and women with dependent children will treat the family as a unit and therefore will admit both women and their children into treatment services, if appropriate.

The Contractor must directly provide, or provide a referral for the following services:

1. **Primary medical care for women, including referral for prenatal care and, while the women are receiving such services, child care;**
2. **Primary pediatric care, including immunization, for their children;**
3. **Gender specific substance abuse treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse and parenting, and child care while the women are receiving these services;**
4. **Therapeutic interventions for children in custody of women in treatment which may, among other things, address their developmental needs, their issues of sexual and physical abuse, and neglect; and**
5. **Sufficient case management and transportation to ensure that women and their children have access to services.**

D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code. ~~(Health and Safety Code section 18100 et. seq.)~~

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I ~~A1~~, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I ~~A1~~. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I ~~A1~~, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written policies and procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

   (a) HSC, Division 10.5, commencing with Section 11760;

   (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;

   (c) Government Code Section 16367.8;

   (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

   (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;

   (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007.

   (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;

   (h) Title 42, CFR, Sections 8.1 through 8.**6**~~34~~;

   (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,

   (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

   Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I ~~A1~~, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.

3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds.

Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.

4. Documents 1C~~ and 1D(b)~~, incorporated by this reference, contain**s** additional requirements that shall be adhered to by those Contractors that receive the**se** ~~types of funds specified by each document~~. The~~se~~ exhibit~~s~~ and document~~s are~~ **is**:

   (a) Document 1C, Driving-Under-the-Influence Program Requirements;

   (b) ~~Document 1D(b), SAPT Female Offender Treatment Project (FOTP).~~

5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/grants/grant-announcements/ti-14-005

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I ~~A2~~, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:

   (a) Whether the quantity of work or services being performed conforms to Exhibit B ~~A2~~;

   (b) Whether the Contractor has established and is monitoring appropriate quality standards;

   (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;

   (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and

   (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by secure, encrypted e-mail to:

   SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;

2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I ~~A2~~, and under the terms of this Contract.

2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:

   (a) Lack of educational materials or other resources for the provision of services;

   (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;

   (c) Institutional, cultural, and/or ethnicity barriers;

   (d) Language differences;

   (e) Lack of service advocates;

   (f) Failure to survey or otherwise identify the barriers to service accessibility; and,

   (g) Needs of persons with a disability.

3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I ~~A1~~ Documents incorporate by Reference for Fiscal Year ~~2015-16~~ **2016-17**" which is attached to Exhibit A, Attachment I ~~A1~~.

4. Amounts awarded pursuant to Exhibit A, Attachment I ~~A1~~ shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.

5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The

Contractor, or in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services Division,
Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:

   (a) Address the specific actions to correct deficiency or non-compliance

   (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and

   (c) Provide a timeline to complete the actions.

Exhibit A, Attachment I A2
Program Specifications

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1: Formation and Purpose

A. This Exhibit A, Attachment I A1, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections ~~14124.20,~~ 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I **Code** , and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.

B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I **Code**, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).

C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.

D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at http://www.dol.gov/oasam/boc/ASMB_C-10.pdf

Section 2: Covered Services

A. Covered Services

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

(a) Outpatient drug-free treatment;

(b) Narcotic replacement therapy;

(c) Naltrexone treatment;

(d) Intensive Outpatient Treatment and,

(e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&I C**ode, Section** 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to **W&I Code,** Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

(a) Medical treatment visits

(b) Diagnostic blood, urine, and X-rays

(c) Psychological and psychiatric tests and services

(d) Quantitative blood and urine toxicology assays

(e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.

4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.

5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program

   (a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC-certified providers. Such services shall not be limited due to budgetary constraints.

   (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

   (b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).

   (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.

2. Covered services, whether provided directly by the Contractor or through Subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit **A**, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B ~~A1~~ and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.

2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.

3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.

2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.

3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.

4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:

(a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;

(b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);

(c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);

(d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);

(e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and

(f) Title 22, CCR, **Division 3, Chapter 3,** sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. The Contractor shall notify ~~the State~~ **Provider Enrollment Division (PED)** of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to ~~the State~~ **PED** reflecting the change.

6. The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to ~~the State~~ **PED**. The DMC certification application must be submitted to ~~the State~~ **PED** 60 days prior to the desired effective date of the reduction of covered services or relocation.

7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor must notify DHCS **Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov** within two business days of knowledge of Section 3(A(7)) of Exhibit A, Attachment I ~~A1~~.

   (a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.

2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. ~~Post Service Post Payment~~ **Postservice Postpayment** Utilization Reviews

(a) After the DMC services have been rendered and paid, the Department shall conduct ~~Post Service Post Payment~~ **Postservice Postpayment (PSPP)** Utilization Reviews of the subcontracted DMC providers to determine whether the DMC services were provided in accordance with Title 22, Section 51341.1. The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible for their subcontracted providers and their county-run programs to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (c), herein.

(b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to ~~DHCS via the Contractor for approval~~ **the Contractor for review and approval prior to submission to DHCS for final approval.**

i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the PSPP review, whether or not a recovery of funds results, must be corrected and the entity that provided the services must submit a **Contractor-approved** CAP to the ~~DMC~~ PSPP Unit within 60 days of the date of the PSPP report.

1. The plan shall:

a. Address each demand for recovery of payment and/or programmatic deficiency;

b. Provide a specific description of how the deficiency shall be corrected; and

c. Specify the date of implementation of the corrective action.

d. Identify who will be responsible for correction and who will be responsible for on-going compliance.

2. DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider. The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.

3. If the entity that provided the services, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds from the Contractor until the ~~the~~ entity that provided the services is in compliance with Exhibit A, Attachment I ~~A1~~, Part V, Section 4(A)(2). The State shall inform the Contractor when funds will be withheld.

(c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B ~~A1~~, Part II, Section 3, of this Contract.

(d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the Subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.

(e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

(f) Contractor shall assure that Subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

(a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.

(b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:

(a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22 CCR 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.

(b) Contractor shall conduct, at least annually, ~~an audit~~ **a utilization review** of DMC providers to assure covered services are being appropriately rendered. The annual ~~audit~~ **review** must include an on-site visit of the service provider. Reports of the annual ~~audit~~ **review** shall be provided to the Department's Performance Management Branch at:

Substance Use Disorder - Prevention, Treatment and Recovery Services Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

~~Audit~~ **Review** reports shall be provided to the State within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

(c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall attest that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.

(d) Contractor must monitor and attest compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) **of this Exhibit** as required by any PSPP review. Contractor shall attest to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of DHCS Form 8049 by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

(e) Contractor shall attest that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

(a) Contractor shall ~~provide~~ **ensure that all Subcontractors receive** training on the requirements of Title 22 regulations and DMC requirements at least annually**.** ~~to all subcontracted providers. Attendance~~ **Documented attendance** of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A) (3) of this contract) shall suffice to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

(a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to ~~the Department~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.

(b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to ~~the State~~ **DHCS' County Monitoring Unit** within two (2) business days of notification or discovery.

4. Program Complaints

(a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to:

Drug Medi-Cal Complaints are to be submitted to:

Department of Heath Care Services
P.O. Box 997413
Sacramento, CA 95899-7413
Call the Hotline
Phone Toll-Free: (800) 822-6222
~~Division Chief~~
~~Substance Use Disorders Prevention, Treatment and Recovery Services Division~~
~~Department of Health Care Services~~
~~P.O. Box 997413, MS# 2621~~
~~Sacramento, CA 95899-7413~~

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

The Complaint Form is available and can also be submitted online at: http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx

(b) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov within two (2) business days of completion.

5. Record Retention

(a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I **Code,** Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

(a) The Contractor must notify ~~DHCS~~ **DHCS' County Monitoring Unit** of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

(a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause

(b) Failure to comply with Monitoring requirements shall result in:

i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the ~~following~~ timeframes ~~of receipt of the~~ **required by** DHCS ~~report~~.

a. The CAP shall include**:** ~~a statement of the problem and the goal of the actions the Contractor or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:~~

(1) **A statement of the deficiency;**
~~Address the specific actions to correct deficiency or non-compliance;~~

~~Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and~~

(2) **A list of action steps to be taken to correct the deficiency;** ~~Provide a timeline to complete the actions~~.

(3) Date of completion of each deficiency corrected;

(4) Who will be responsible for correction and ongoing compliance.

ii. DHCS will provide written approval of the CAP to the Contractor ~~and the subcontracted provider~~. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.

iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I **Code,** Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I **Code,** Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.

B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A2

DOCUMENTS INCORPORATED BY REFERENCE

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements

https://www.gpo.gov/fdsys/granule/CFR-2005-title45-vol1/CFR-2005-title45-vol1-part96
~~http://www.access.gpo.gov//nara/cfr/waisidx_04/45cfr96_04.html~~

Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations

https://www.law.cornell.edu/cfr/text/42/part-54
~~http://www.access.gpo.gov//nara/cfr/waisidx_04/42cfr54_04.html~~

Document 1C: Driving-Under-the-Influence Program Requirements

~~Document 1D(b): SAPT Female Offender Treatment Project (FOTP)~~

Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

Document 1G: Perinatal Services Network Guidelines ~~2014~~ **2015** ~~(for Non-DMC Perinatal Programs)~~

Document 1H(a): Service Code Descriptions

Document 1H(b): Program Code Listing

Document 1H(c) : Funding Line Descriptions

Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process

Document 1J(b): DMC Audit Appeals Process

Document 1K: Drug and Alcohol Treatment Access Report (DATAR)

http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

Document 1T:	CalOMS Prevention Data Quality Standards
Document 1V:	Youth Treatment Guidelines http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
Document 2A:	Sobky v. Smoley, Judgment, Signed February 1, 1995
Document 2C:	Title 22, California Code of Regulations http://ccr.oal.ca.gov
Document 2E:	Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004) http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf
Document 2F:	Standards for Drug Treatment Programs (October 21, 1981) http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf
Document 2K:	Multiple Billing Override Certification (MC 6700)
Document 2L(a):	Good Cause Certification (~~MC~~ 6065A)
Document 2L(b):	Good Cause Certification (~~MC~~ 6065B)
Document 2P:	County Certification - Cost Report Year-End Claim For Reimbursement
Document 2P(a):	Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
Document 2P(b):	Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
Document 2P(c):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
Document 2P(d):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)
Document 2P(e):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)
Document 2P(f):	Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling

– Perinatal (form and instructions)

Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)

Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)

Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)

Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

http://www.calregs.com

Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

http://www.calregs.com

Document 3J: CalOMS Treatment Data Collection Guide

http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15

http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx

Document 3S CalOMS Treatment Data Compliance Standards

Document 3T Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix

Document 3T(a) SAPT Authorized and Restricted Expenditures Information (Nov 2012)

Document 3V Culturally and Linguistically Appropriate Services (CLAS) National Standards

http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15

Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions

Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions

Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

Document 4E :	Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
Document 4F :	Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
Document 5A :	Confidentiality Agreement