

**Substance Abuse Prevention and Treatment Block Grant (SABG)
State Fiscal Year 2021-22 Program Specifications**

I. Services

1. Formation and Purpose

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care (SOC) programs.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures, and attachments. Revision of existing, or incorporation of new instructions, enclosures, and attachments into this Agreement shall not require a formal amendment of the County's performance contract.

If County applies for, and DHCS approves its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference to the County's performance contract, as required and defined by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310. County shall comply with all provisions of the RFA and the County's RFA responses.

A. Control Requirements

1. Performance under the terms of this Enclosure is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to HSC Sections 11814(a) and (b), County shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the County and its subcontractors for any failure to comply with these requirements:
 - a. Health and Safety Code (HSC), Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.

- b. California Code of Regulations (CCR), Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).
- c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
- d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
- e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
- f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- g. CFR, Title 45, Part 96, Block Grants.
- h. CFR, Title 42, Part 2, Confidentiality of Substance Use Disorder Patient Records.
- i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
- j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
- k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

County 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 Enclosure are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. County shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SABG funds.
- 4. County and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The

Minimum Quality Drug Treatment Standards for SABG are attached to this Contract in Enclosure 4.

2. General Provisions

A. Restrictions on Salaries

County agrees that no part of any federal funds provided under this Contract shall be used by the County or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at: https://grants.nih.gov/grants/policy/salcap_summary.htm

B. Primary Prevention

1. The SABG 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), and “a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (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 County shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention activities as described in the SABG requirements (45 CFR 96.125).
2. County 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 online at: <https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>.

DHCS will only approve SPP’s that demonstrate that the County utilized the SPF. County shall:

- a. Follow DHCS guidelines provided in the Strategic Prevention Plan (SPP) Workbook for Counties to ensure utilization of the SPF. (<https://www.dhcs.ca.gov/provgovpart/Pages/Primary-Prevention.aspx>)
- b. Begin preparing a new SPP 15 months prior to the expiration date of the current SPP.

- c. Participate with the Strategic Training and Education for Prevention Planning (STEPP) Project and adhere to the STEPP timeline that includes deadlines for submitting each SPP chapter to the DHCS Prevention Analyst for review.
- d. Submit drafts of each SPP chapter to DHCS Prevention Analyst for review and conditional approval according to the STEPP timeline.
- e. Submit a completed draft of the SPP to DHCS Prevention Analyst no later than May 31 that includes the previously approved chapters for final review and approval.
- f. Attend STEPP webinars to learn how to enter the SPPP into the Primary Prevention Substance Use Disorder Data Service (PPSDS) according to the DHCS PPSDS Data Entry User Guide and the PPSDS Data Quality Standards. Counties must complete SPP entry into PPSDS by May 31 in order for counties and providers to begin entering data for the new fiscal year on July 1.
(http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf).

C. Friday Night Live

Counties, contractors, and subcontractors receiving SABG Friday Night Live (FNL) funding must:

1. 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/>.
2. Use the prevention data collection and reporting service for all FNL reporting including profiles and chapter activity.
3. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.
4. Meet the Member in Good Standing (MIGS) requirements, as determined by DHCS in conjunction with the California Friday Night Live Collaborative and the California Friday Night Live Partnership. Counties and/or subcontractors that do not meet the MIGS requirements shall obtain technical assistance and training services from the California Friday Night Live Partnership and develop a technical assistance plan detailing how the County intends to ensure satisfaction of the MIGS requirements for the next review.

D. 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/individuals/Pages/Perinatal-Services.aspx>

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.

- E. 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 in subchapter XVII of Chapter 6A of Title 42, the USC.

- F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment

County may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SABG funds for room and board, please refer to the SABG Policy Manual.

G. Cost-Sharing Assistance

1. Definition

- a. "Cost-sharing" means the share of costs paid out of pocket by an individual. Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. Cost-sharing assistance does not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

2. Cost-Sharing Assistance Procedures and Policies

- a. Cost-sharing assistance for private health insurance with SABG may only be used with a DHCS-approved SABG County Application.
- b. To utilize cost-sharing assistance, providers must be a subrecipient of block grant funds, and cost sharing must be a block grant authorized service.
- c. Providers must have policies and procedures for cost-sharing assistance for private health insurance, to include how individuals will be identified as eligible, how cost sharing will be calculated, and how funding for cost sharing will be managed and monitored.
- d. Mechanisms must be in place to verify insurance coverage and the deductibles (individual and family) applicable, the coinsurance applicable, and/or the copayment parameters and amounts applicable to that policy before insurance participation.
- e. Cost-sharing assistance must be authorized in the networks' provider contract, for helping individual clients pay for cost sharing for SABG authorized services, if appropriate and cost effective.
- f. Providers shall take into consideration the availability of other sources of funding for medical coverage (e.g., Medi-Cal, CHIP, workers compensation, Social Security Income (SSI), Medicare, and Veterans Affairs (VA)) and cost-sharing assistance when determining how to operationalize a cost-sharing assistance program.
- g. Providers must have the ability to determine the cost-sharing amounts for deductibles, coinsurance, and copayments to assist eligible clients in meeting their cost-sharing responsibilities under a health insurance or benefits program.
- h. Payments are to be made directly to the provider of service. It is prohibited to make cash payments to intended recipients of health services.
- i. Providers must be able to determine if the individual is eligible for cost-sharing assistance and the allowable amount.
- j. Facilities providing SUD services to individuals seeking SABG-funded cost-sharing support must maintain a contract with County. All reimbursements to the provider are to be based on the standard contracted rate with that facility, not the rate reimbursed to the provider from the insurance carrier.

3. Individual Financial Eligibility

- a. Document the evidence that an individual's gross monthly household income is at or below 138% of the Federal Poverty Level (FPL) Guidelines.
- b. Conduct an inquiry regarding each individual's continued financial eligibility no less than once each month.
- c. Document the evidence of each financial screening in individual's records.

4. Individual Cost-Sharing Allowable Amount

- a. Individual's insurance deductible for block grant authorized services is allowable only when the provider is able to determine the balance of the deductible owed. The provider may request the individual contact their insurer upon check-in to confirm the deductible amount owed. Payments for an insured client are applied to the actual cost of treatment, up to, but not to exceed the amount of the deductible obligation or the treatment provided, whichever is less. Payment towards a deductible cannot be paid outside of the direct payment for treatment nor exceed the cost of treatment provided.
- b. Individual's coinsurance for block grant authorized services is allowable only when the provider is able to verify the coinsurance amount.
- c. Individual's insurance copayment for block grant authorized services is allowable only when the provider is able to determine the copayment amount. The amount of the copayment shall not exceed the total cost of behavioral health service.
- d. Providers must document the evidence of each deductible, coinsurance, and copayment amount in an individual's records.
- e. Insurance deductibles are generally applicable to the calendar year. The potential exists for an individual to seek financial assistance from SABG funds for deductibles applicable to two separate insurance periods during a fiscal period. All the above requirements apply to lending support for multiple request of assistance in a fiscal period.

5. Monitoring

- a. Counties will perform oversight of contracted providers to ensure compliance with the terms set forth in this Enclosure. Additionally,

counties shall submit an annual report at the end of each state fiscal year in conjunction with the final quarterly invoice, which shall contain the following information:

- i. A list of contracted providers who have received cost-sharing funds;
 - ii. The number of individuals provided cost-sharing assistance; and
 - iii. The total dollars paid for cost sharing.
- b. DHCS will monitor the counties' corresponding policy and cost sharing records in respect to contracted provider monitoring with the appropriate recommendations, findings, or corrective action required in performance improvement projects.

H. HIV Early Intervention Services

1. Definition

- a. "Oral Fluid Rapid HIV Test" is defined as an oral-based test in which medical professionals test at-risk individuals for human immunodeficiency virus (HIV), the virus that causes acquired immunodeficiency syndrome (AIDS), with results within minutes.
- b. "Pre- and Post-Test Counseling" is defined to mean persons who test positive for HIV should be counseled, either on-site or through referral, concerning the behavioral, psychosocial, and medical implications of HIV infection. Health care providers should assess the need for immediate medical care and psychosocial support. Providers should link persons with newly diagnosed HIV infection to services provided by healthcare personnel experienced in the management of HIV infection. Additional services that might be needed include reproductive counseling, risk-reduction counseling, and case management. Providers should follow up to ensure that patients have received services for any identified needs. Persons with HIV infection should be educated about the importance of ongoing medical care and what to expect from these services.

2. HIV EIS Procedures and Policies

- a. California permits counties to use up to five percent of their total SFY SABG allocation for oral fluid rapid HIV testing as well as HIV pre- and post-test counseling. The five percent limit is federally imposed, and counties that exceed this limitation will be noncompliant with this federal requirement.

- b. Instead of a traditional set-aside, in which a portion of the county's total SFY SABG allocation is earmarked to be spent only on certain services and activities, DHCS will establish an annual HIV EIS allowance for each county. Counties may use their Discretionary SABG funds for HIV EIS activities up to, but not exceeding, the predetermined allowance amount.
 - c. County use of SABG funds for HIV EIS is voluntary.
 - d. HIV EIS services may only be conducted with the informed consent of the individual. HIV EIS will not be a requisite to receiving treatment services for SUD or any other services for individuals.
 - e. Participating counties must comply with all relevant block grant laws and regulations.
3. Claiming Reimbursement for HIV EIS
 - a. DHCS will provide counties service codes for HIV EIS upon release of the first SABG quarterly invoice each SFY. Counties must use HIV EIS service codes to record all such expenditures in their quarterly invoices throughout the SFY. As with other SABG service codes used in quarterly invoices, the HIV EIS service codes must also be used in the SUD Cost Reporting System for final settlement of county SABG costs.
4. Oversight
 - a. DHCS will continue to monitor counties and participating programs to ensure compliance with block grant laws and regulations. These laws and regulations are inclusive of 45 CFR §96.128, 45 CFR §96.135 regarding restrictions on grant expenditures, and 45 CFR §96.137 regarding payment.
 - b. Any county that exceeds their five percent HIV EIS allowance will not receive reimbursement with SABG funds for costs that exceed their allowance. Counties will be responsible for all costs exceeding the five percent HIV EIS allowance.
- I. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal
 1. County shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.

2. The County may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
3. If the County utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the County shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

2. Performance Provisions

A. Monitoring

1. County's performance under the Performance Contract and the SABG County Application, shall be monitored by DHCS during the term of the Performance Contract. Monitoring criteria shall include, but not be limited to:
 - a. Whether the quantity of work or services being performed conforms to Enclosures 2, 3, 4, and 5.
 - b. Whether the County has established and is monitoring appropriate quality standards.
 - c. Whether the County is abiding by all the terms and requirements of this Contract.
 - d. Whether the County is abiding by the terms of the Perinatal Practice Guidelines.
 - e. Whether the County conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. County shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent via a Secure Managed File Transfer system specified by DHCS.
2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the County's right of appeal, or may result in termination of the Contract, or both.

B. Performance Requirements

1. County shall provide services based on funding set forth in this application and under the terms of this agreement.

2. 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.
 - 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.
 - g. Needs of persons with a disability.
3. County 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 Documents Incorporated by Reference in Enclosure 4.
4. The funds described in this Enclosure shall be used exclusively for providing alcohol and/or drug program services.

DHCS shall issue a report to County after conducting monitoring, utilization, or auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The County, in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to: SABGCompliance@dhcs.ca.gov

5. The CAP shall:
 - a. Restate each deficiency.
 - b. List all of actions to be taken to correct each deficiency.
 - c. Identify the date by which each deficiency shall be corrected.

- d. Identify the individual who will be responsible for correction and ongoing compliance.
6. DHCS will provide written approval of the CAP to the County within 30 calendar days. If DHCS does not approve the CAP submitted by the County, DHCS will provide guidance on the deficient areas and request an updated CAP from the County with a new deadline for submission.
7. If the County does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the County is in compliance. DHCS shall inform the County when funds will be withheld.

C. Sub-recipient Pre-Award Risk Assessment

County shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205 (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.

II. General

1. Additional Contract Restrictions

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

2. Hatch Act

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

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or

alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

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

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

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

6. Restriction on Distribution of Sterile Needles

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

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

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

A. Trading Partner Requirements

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

B. Concurrence for Test Modifications to HHS Transaction Standards

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

C. Adequate Testing

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

D. Deficiencies

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

E. Code Set Retention

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

F. Data Transmission Log

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

8. Nondiscrimination and Institutional Safeguards for Religious Providers

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

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

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 each individual receiving treatment for AOD use and/or abuse.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

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

14. Tribal Communities and Organizations

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

15. 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.

16. Youth Treatment Guidelines

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

17. 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.

18. 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.

19. Federal Law Requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

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

20. 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.

21. 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.

22. Information Access for Individuals with Limited English Proficiency

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

23. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts.

III. Reporting Requirements

County agrees that DHCS has the right to withhold payments until County has submitted any required data and reports to DHCS.

1. The County shall complete the following:

A. SABG Invoice.

DHCS will distribute updated SABG Invoice Templates, instructions and tools to Counties via email at least 30 days prior to the end of each quarter throughout the state fiscal year (SFY). The Contractor shall complete the SABG Invoice accurately reflecting the County's actual expenditures during the quarter identified on the template, sign the certification, and submit a PDF version of the signed SABG Invoice to DHCS' SABG@dhcs.ca.gov. The Contractor shall submit a SABG Invoice no later than 45 days after the end of each quarter.

B. SABG Quarterly Ledger Detail

DHCS will distribute updated SABG General Ledger Templates, instructions, and tools to Counties via email at least 30 days prior to the end of each quarter throughout the SFY. The Contractor shall complete the SABG General Ledger Template accurately, providing the requested information to support the SABG Invoice totals, and submit an EXCEL version of the SABG General Ledger to DHCS' SABG@dhcs.ca.gov. The Contractor shall submit a SABG General Ledger no later than 45 days after the end of each quarter.

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

The CalOMS-Tx business rules and requirements are:

- A. County shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the County and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
- B. County shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the County subcontracts with a vendor for IT services, County is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If County changes or modifies the CalOMS-Tx IT system, then County shall re-test and pass state re-certification prior to submitting data from the new or modified system.
- C. 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.
- D. 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.
- E. 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.
- F. 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>
- G. County shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. County staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx users, whether employed by the County or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

- H. County shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
- I. County shall meet the requirements as identified in Exhibit E, Privacy and Information Security Provisions.

3. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

- A. Contractors and/or subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, County shall comply with the DHCS PPSDS Data Entry User Guide and the PPSDS Data Quality Standards.
(http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf).
- B. County shall enter all data for each month no later than the 10th day of the following month.
- C. County shall review and verify all data input into the PPSDS meets the DHCS PPSDS Data Entry User Guide and the DHCS Data Quality Standards. Counties shall adhere to the DHCS PPSDS Quarterly Data Review Requirements for Counties.
- D. If County cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
- E. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the County or its subcontractors, shall participate in PPSDS training prior to inputting any data.

4. System Failures and County Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements

- A. If the County experiences system or service failure or other extraordinary circumstances of CalOMS-Tx, County shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov.

- B. If the County is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted prior to the data submission deadline at: SUDCalomssupport@dhcs.ca.gov. The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the County to resolve the problem before SABG payments are withheld.
 - C. If the County experiences system or service failure or other extraordinary circumstances of PPSDS, the County shall report the problem to the PPSDS Help Desk at (916) 552-8933 or PrimaryPvSUDDData@dhcs.ca.gov.
 - D. If the County is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
 - E. If DHCS experiences system or service failure, no penalties will be assessed to the County for late data submission.
 - F. County shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
 - G. If the County submits data after the established deadlines, due to a delay or problem, County is still responsible for collecting and reporting data from time of delay or problem.
5. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

- A. The County shall be responsible for ensuring that the County-operated treatment services and all treatment providers, with whom County makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
- B. The County shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to DHCSOWPS@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.
- E. If the County 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 County shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the County to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8.
- F. If DHCS experiences system or service failure, no penalties will be assessed to County for late data submission.
- G. The County shall be considered compliant if a minimum of 95 percent of required DATAR reports from the County's treatment providers are received by the due date.

6. 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.

7. Master Provider File (MPF) Documentation Requirements

The Department shall generate a County MPF Report for the County on the last day of each month and shall send the report to the County. The County shall review the County MPF Report and confirm whether the information, including the contract status and identification information for each provider listed in the County MPF Report, is accurate and up to date.

If any information contained in the County MPF Report is inaccurate or has changed, County shall send a written notification to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report.

If a Non-DMC provider's information is not accurate or has changed, the County shall submit the "Existing Provider Information Update/Change Form" to the MPF

mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report.

If the contract status has changed for either a DMC or Non-DMC provider, the County shall submit the "Existing Provider Information Update/Change Form" to the MPF mailbox at: DHCSMPF@dhcs.ca.gov within five business days of the Department's issuance of the County MPF report.

Specific types of changes and/or inaccuracies include, but are not limited to, a change in an existing provider's contract status with the County, a change in scope of services, remodeling of the provider's facility, relocation or facility expansion, or closing of a facility site.

When establishing a new subcontractor relationship, the County shall submit the "New Provider Information Form (Non-DMC) Form" to request a new record be created in the MPF database to identify the new subcontractor. A new CalOMS Data Reporting Number (DRN) will be assigned to the facility. The County's obligation to review the accuracy of the records of their sub-contracted provider(s) extends to all county and out-of-county SUD providers, regardless of the funding source or DHCS licensing and/or certification status.

All SUD Provider Information forms can be requested from the MPF Team through the electronic mail address: DHCSMPF@dhcs.ca.gov

8. Failure to meet required reporting requirements shall result in:
 - A. A Notice of Deficiency (Deficiencies) issued to County regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
 - B. If the County has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the County when funds will be withheld.