

MADERA COUNTY MASTER CONTRACT NO. 20
Attachment M – Substance Use Disorder (SUD) Court Order Offender

AGREEMENT

1. DESCRIPTION OF SERVICES.

7.01 Services to Be Provided.

1.01.1 First Offender and Multiple Offender Drinking Driver, Wet Reckless Drinking Driver Program ("DDP"). CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Health and Safety Code section 11837.3, applicable federal and state regulations, and applicable COUNTY Behavioral Health Services policies.

1.01.2 Penal Code section 1000/Deferred Entry of Judgment (DEJ). CONTRACTOR shall provide programs for alcohol and other drug education and counseling services pursuant to Penal Code section 1000 and applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

1.01.3 Reporting to Court. CONTRACTOR shall report to the referring Court any individual who fails to enroll in or to attend the program.

1.01.4 Program Certification. Program certification approving eligibility to serve DDP and/or Penal Code section 1000 program participants will be provided by COUNTY Alcohol and Drug Program Administrator. Certification renewal will occur every year as part of the program monitoring process. Site visits will be used to determine whether certification standards continue to be met. Program certification may be revoked at any time during the term of this Agreement if CONTRACTOR is found to be out of compliance with certification standards and CONTRACTOR cannot and/or will not make all required corrections within twenty (20) days of notice of non-compliance.

2. **FEES CHARGED TO PARTICIPANTS.**

2.01 Penal Code Section 1000. The fees to be charged by CONTRACTOR to Participants referred to as the Deferred Entry of Judgment/PC 1000 Program shall be as set forth in Unit of Service Cost, as specified in the Master Contract Cover Sheet.

2.02 DDP Contract Services. In accordance with Title 9 California Code of Regulations (CCR) section 9878, CONTRACTOR shall charge only those fees approved by ADP/DHCS. If the Participant's documented monthly income is equal to or less than COUNTY's General Assistance Level, or if the Participant provides proof of receiving General Assistance, the participant shall pay a maximum program fee of no more than Five Dollars (\$5.00) per month for each month he/she remains eligible for the reduced program fee. If the Participant's monthly gross income is no more than Thirty-Five Percent (35%) of the monthly median family income for Madera County, CONTRACTOR shall allow the participant to extend payment of program fees beyond the date of completion of the program, for a maximum of six (6) months from the date of enrollment.

3. **LICENSES.** Where applicable, COUNTY shall require, as a condition of this Agreement, that CONTRACTOR comply with Title 21 Code of Federal Regulations (CFR) Parts 291 and 1300, et seq.; Title 9 California Code of Regulations (CCR) section 1000 et seq.; Title 9 CCR Chapter 11; Title XIX of the Social Security Act; Drug/Medi-Cal Certification Standards for Substance Abuse Clinics; DHCS Substance Use Disorder Appeal Process. CONTRACTOR must conform to all applicable state and federal statutes and regulations which are incorporated herein by reference. CONTRACTOR shall furnish COUNTY with a copy of its Site Certification/License letter within thirty (30) days of execution of this Agreement.

4. **PAYMENTS TO COUNTY.** CONTRACTOR shall reimburse COUNTY for the costs of program certification, administration and ongoing monitoring activities. CONTRACTOR will remit verification of said costs to COUNTY Auditor-Controller, no later than thirty (30) days following the close of each calendar quarter:

4.01 **DDP Contract Services.** A total sum consisting of five percent (5%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

4.02 **Penal Code Section 1000.** A total sum consisting of three percent (3%) of gross fees collected from CLIENTS attending the program pursuant to this Agreement.

5. **RECORDS, REPORTING, AUDITS.** Facilities shall submit the following to COUNTY: an annual audited end-of-year financial statement. These reports must be submitted November 15.

6. **CONTROL REQUIREMENTS.**

6.01 COUNTY will evaluate and monitor CONTRACTOR's activities for compliance with applicable statutes, regulations, and terms for the purpose of providing alcohol and drug services.

6.02 CONTRACTOR shall establish and be familiar with written policies and procedures consistent with the following requirements.

6.02.1 California Health & Safety (H&S) Code Division 10.5, Part 2 commencing with section 11760

6.02.2 Title 9 CCR, Division 4, commencing with section 9000.

6.02.3 Title 42 United States Code (USC), sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-64 through 66.

6.02.4 45 CFR sections 96.120 through 96.137.

6.02.5 42 CFR sections 8.01 through 8.6.

6.02.6 Confidentiality of Alcohol, Drug Abuse Patient Records (42 CFR Part 2, Subparts A-E).

6.02.7 21 CFR sections 1301.01 through 1301.93, "Department of Justice, Controlled Substances."

6.03 CONTRACTOR shall comply with the Minimum Quality Drug Treatment Standards for Substance Abuse Block Grant (SABG) for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG.

7. **GENERAL PROVISIONS.**

7.01 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 Title 9 CCR Division 4, Chapter 8.

8. **OPERATING COSTS.** CONTRACTOR shall furnish and pay for all personnel, supplies, insurance, rent, utilities, telephone and all other expenses of any kind or nature whatsoever for the establishment and maintenance of programming. All services provided by CONTRACTOR pursuant to this Agreement will be rendered at no cost to COUNTY.

9. **BILLINGS, COLLECTIONS, ACCOUNTING.** CONTRACTOR agrees that billings and collections shall be in accordance with the Uniform Billing and Collection Guidelines established by the ADP and DHCS, and accounting shall conform to the COUNTY's fiscal year.