

MADERA COUNTY MASTER CONTRACT NO. 20  
Attachment D – Substance Use Disorder (SUD)

**AGREEMENT**

1. **DESCRIPTION OF SERVICES.**

1.1 **Services to Be Provided.** CONTRACTOR provides detoxification, residential recovery and outpatient services including, but are not limited to, room and board, assessment, individual recovery planning, group and individual counseling, and outpatient aftercare services as described in Department of Health Care Services (DHCS) Substance Use Disorder Standard Drug Medi-Cal (DMC) Program County Boilerplate located at [dhcs.ca.gov](http://dhcs.ca.gov). No more than thirty (30) days of service shall be provided to a CLIENT for residential/detoxification recovery services unless COUNTY approves additional service days.

2. **LICENSES.** Where applicable, COUNTY shall require 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.

3. **TITLE TO PROPERTY PURCHASED OR LEASED.** This section applies to CONTRACTOR with compensation of actual cost.

3.1 **Property Interest.** CONTRACTOR must obtain written approval

by COUNTY Director of Behavioral Health Services (BHS) for any new equipment, furniture, and lease equipment in excess of Five Thousand Dollars (\$5,000.00). These items shall be considered Program equipment and/or property. CONTRACTOR has conditional title to all equipment purchase. At the termination of the Agreement, COUNTY will have first right of refusal.

3.2 **Property Ownership.** Upon expiration or termination of this Agreement or successor agreements, title to and possession of all non-expendable personal property, shall become property of COUNTY.

3.3 **Cost Recover.** Cost Recover will comply with the Program funding sources requirement. Medi-Cal and other federal funding sources must be recovered through straight-line depreciation over the life of the property as specified in "Table of Class Lives and Recovery Periods" in IRS Publication 946, "How to Depreciate Property."

3.4 **Inventory.** CONTRACTOR shall provide COUNTY with an inventory of all Program purchase property annually by June 30.

#### 4. **PAYMENTS TO CONTRACTOR.**

4.1 **Basis for Claims.** Claims for payment shall be based on complete and timely documentation in the CLIENT's chart, an appropriate and medically necessary diagnosis, accurate activity code(s), and all other required documentation. Claimed services shall be provided and documented upon timely assessment and a CLIENT plan for treatment that is completed and updated in accordance with applicable federal and state regulations and with applicable COUNTY Behavioral Health Services policies.

#### 5. **RECORDS, REPORTING, AUDITS.**

5.1 **Facilities shall submit the following to COUNTY:** Alcohol & Drug

Detox/Residential facilities receiving \$50,000 annually: audited end-of-year financial statement. The reports must be submitted forty-five (45) days before the state deadline.

5.2 Records and Audits: COUNTY shall assure that CONTRACTOR sites keep a record, as required by Welfare and Institution Code Section 14124.1, of the CLIENT's being treated at each location. CONTRACTOR shall retain CLIENT records for a minimum of three years after the completion of the final settlement process. When an audit by the Federal Government or DHCS 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.

## 6. **CONTROL REQUIREMENTS.**

6.1 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.

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

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

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

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

6.2.4 45 CFR sections 96.120 through 96.137.

6.2.5 42 CFR sections 8.01 through 8.6.

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

6.2.7 21 CFR sections 1301.01 through 1301.93, "Department of Justice, Controlled Substances."

6.3 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.**

7.1 **Room and Board for Transitional Housing.** CONTRACTOR using SABG discretionary funds to cover the cost of room and board for transitional housing shall:

7.1.1 Facilitate the beneficiary's movement in recovery from a SUD to independent living and integration into post treatment return or re-entry into the community.

7.1.2 Require that all individuals in the transitional housing be engaged in SUD treatment, off-site, at all times during the individual's stay.

7.1.3 Ensure payment of room and board expenses for a residential stay be limited to short term (up to 24 months).

7.1.4 Ensure the transitional housing be secure, safe and alcohol and drug free.

7.2 **Restriction on Distribution of Sterile Needles.** CONTRACTOR shall not use any funds made available through this Agreement 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.

7.3 **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.