

**APPLICABLE PROVISIONS OF THIS CONTRACT ARE SUBJECT TO ARBITRATION
PURSUANT TO THE SOUTH CAROLINA UNIFORM ARBITRATION ACT,
S.C. CODE OF LAWS §15-48-10.**

**FY21 FUNDING AND COMPLIANCE CONTRACT
BETWEEN
SOUTH CAROLINA DEPARTMENT OF ALCOHOL AND OTHER DRUG ABUSE SERVICES
AND
COUNTY ALCOHOL AND DRUG ABUSE AUTHORITY
FOR THE PURCHASE OF PREVENTION, INTERVENTION, TREATMENT,
AND RECOVERY SERVICES**

This Contract is entered into as of the first day of July 2020 by and between the South Carolina Department of Alcohol and Other Drug Abuse Services (hereinafter referred to as “DAODAS”), located at 1801 Main St., Columbia, SC 29201, and a County Alcohol and Drug Abuse Authority (hereinafter referred to as “Subgrantee”).

RECITALS

WHEREAS, DAODAS is the designated Single State Agency (SSA) responsible for administering the Federal Substance Abuse Prevention and Treatment Block Grant (SABG), State funding, and other such funding sources, including but not limited to State funding under Chapter 12 of Title 61 of the S.C. Code of Laws, as amended, and Medicaid Quality Assurance and Auditing through the South Carolina Department of Health and Human Services (SCDHHS).

WHEREAS, Subgrantee is a single existing county agency or organization, either public or private, designated as the sole agency in the county for alcohol and other drug abuse services, as defined by S.C. Code Section 61-12-10(a).

WHEREAS, Subgrantee represents and warrants that it meets applicable standards to receive such funds for providing prevention, intervention, treatment, and recovery services as outlined in this Contract.

WHEREAS, Subgrantee desires to provide such services as outlined in this Contract.

NOW THEREFORE, the parties to this Contract, in consideration of the mutual promises, covenants, guidelines, and stipulations set forth herein, agree as follows:

ARTICLE I - CONTRACT PERIOD

This Contract shall take effect on July 1, 2020, and shall, unless sooner terminated in accordance with its termination clauses *infra*, continue in full force and effect through June 30, 2021.

ARTICLE II - COMPLIANCE

1. Accessibility of Services

Subgrantee shall accommodate the needs of the Subgrantee's catchment area and ensure that services are accessible to all citizens, by and through the implementation of extended hours or flexible schedules. If Subgrantee provides Withdrawal Management (Detoxification) and/or Residential services, Subgrantee must ensure that these services are continuously accessible 24 hours a day, seven days a week, and 365 days a year. Additionally, Subgrantee shall make every effort to admit prospective patients when beds are available, and where the prospective patients present for services and are appropriate for admission.

2. Patient Non-Discrimination

Subgrantee shall ensure that all patients/clients and prospective patients/clients are treated without regard to race, color, religion, sex, age, national origin, disability, or ability to pay. Subgrantee shall not deny services to minors due to the inability or refusal of the minors' parents or legal guardians to pay for services. However, when providing services to minors, Subgrantee shall comply with S.C. Code Section 63-5-340 and 63-5-350. In 2008, Act No. 361 enacted Title 63, SC Children's Code, and repealed Title 20, Chapter 7.

3. DHEC Licensure

Subgrantee shall be licensed by the South Carolina Department of Health and Environmental Control (DHEC) to deliver treatment services (i.e., outpatient, withdrawal management, residential) and be reimbursed through any funding from DAODAS. Subgrantee shall send a copy of DHEC report and related correspondence to DAODAS as a deliverable within thirty (30) days after a DHEC audit report is received by Subgrantee.

4. Mandated Standards (45 CFR § 96.136)

At all times, Subgrantee shall strive to provide quality care that is appropriate to patients/clients' needs. The Code of Federal Regulations (45 C.F.R. §96.136) defines "quality" as provision of treatment services that, within the constraints of technology, resources, and patient/client circumstances, *will meet accepted standards and practices* [emphasis added] that will improve patient/client health and safety status in the context of recovery. Additionally, the Code defines "appropriate" as the provision of treatment services consistent with the individual's identified clinical needs and level of functioning. Primarily, Subgrantee must adhere to the following standards:

- a. **Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5)** – Subgrantee shall utilize the DSM-5 for diagnosing patients.
- b. **American Society of Addiction Medicine (ASAM) Criteria** – Subgrantee shall utilize the ASAM Criteria in its decisions for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.
- c. **South Carolina Department of Health and Human Services (SCDHHS) *Rehabilitative Behavioral Health Services (RBHS) Provider Manual*** – Subgrantee shall utilize the RBHS Manual for all services that are provided to, or directed exclusively toward, the treatment of Medicaid-eligible beneficiaries for the purpose of ameliorating disabilities, improving the beneficiaries' ability to function independently, and restoring maximum functioning through the use of diagnostic and restorative services.
- d. **National Accreditation** – Subgrantee shall obtain and maintain national accreditation by either The Joint Commission or CARF International in the specific program areas that are covered by this Contract. Subgrantee must send copies of accreditation reports to DAODAS as a deliverable within thirty (30) days after accreditation report is received by Subgrantee.

- e. **DAODAS' Treatment Programs Manual** – Subgrantee shall consult with, and adhere to, DAODAS' *Treatment Programs Manual* for standards and requirements of specific programs, some of which are included in Article III, Subsections 3 and 4, of this Contract.
- f. **DAODAS' Primary Prevention Services Manual** – Subgrantee shall consult with, and adhere to, DAODAS' *Primary Prevention Services Manual* for Prevention standards and requirements, some of which are included in Article IV, Subsections 2, 3, and 4, of this Contract.

5. Compliance Reviews

In Accordance with 45 C.F.R. §96.136, DAODAS will perform reviews of some or all of Subgrantee's programmatic/financial documentation to ensure compliance with Subgrantee monitoring guidelines as published in 2CFR 200 – Uniform Guidance, SCDHHS *Rehabilitative Behavioral Health Services (RBHS) Provider Manual*, CARF, ASAM, and/or any other standards that DAODAS may deem appropriate. DAODAS will make efforts to notify Subgrantee of any on-site Coordinated County Review (CCR) with as much advance notice as possible. CCRs may include but are not limited to compliance, finance, clinical quality assurance, and prevention activities.

6. Quality Assurance and Mandatory Training

- a. Subgrantee shall maintain and use a current Quality Assurance plan addressing effectiveness (i.e., outcomes), efficiency, and patient satisfaction.
- b. Subgrantee shall conduct internal Quality Assurance activities in a manner consistent with the most current accreditation standards manual of either The Joint Commission or CARF International.
- c. Subgrantee shall ensure that all staff complete mandatory trainings offered by DAODAS that are stipulated by funding and compliance contracts as applicable to their job functions. Documentation of completed trainings shall be retained in the employee's personnel file and shall be available for review during DAODAS CCR visits.
- d. As a matter of policy, Subgrantee shall monitor the following goals for effectiveness:
 - i. Subgrantee shall complete an assessment within two (2) working days of intake on at least seventy-five percent (75%) of all patient episodes.
 - ii. Subgrantee shall complete a qualifying service within six (6) working days of assessment on at least fifty percent (50%) of all patient episodes.
 - iii. Subgrantee shall complete discharge forms on no less than ninety-nine percent (99%) of all admitted patients whose services have ended.
 - iv. Subgrantee shall complete outcome follow-up surveys on a representative sample of at least fifteen percent (15%) or more of admitted patients whose services have ended within seventy (70) to one hundred and ten (110) days of discharge.

7. Staff

- a. Subgrantee shall secure all staff required in performing the services under the terms of this Contract. All of the services specified in this Contract and all personnel engaged in the work shall be fully qualified and authorized under state law to perform such services.
- b. Subgrantee shall further have in existence personnel standards and a personnel compensation and classification system.
- c. Subgrantee shall make reasonable efforts to ensure that employees working in any program component funded wholly or in part by SABG funds be afforded opportunities for continuing education per 45 CFR § 96.132 (b). These opportunities should be designed to meet the staff

certification and licensing requirements to provide services under any grant. Records of such continuing education shall be maintained by Subgrantee.

- d. In the event that Subgrantee discontinues a program or is not able to provide services for an extended period, Subgrantee must notify DAODAS immediately.
- e. **Privileging and Certification** – All personnel providing services funded by DAODAS shall be privileged by Subgrantee to provide each service and shall meet the applicable standards enumerated in this contract. Privileging documentation shall be maintained in Subgrantee’s personnel files.

8. Fees/Financial Assessment

- a. Subgrantee shall provide its current established fee schedule to DAODAS. Fees charged shall be based on uniform financial assessment procedures as outlined in “**ATTACHMENT A**” to this Contract to determine patients’ ability to pay. The financial assessment must include proper verification of income in all cases where the patient’s indigence status is being determined. Subgrantee must adhere to the DAODAS Policy on Indigence and Financial Screening and Assessment. Subgrantee shall verify and maintain supporting documentation of patients’ insurance coverage(s). All fees collected shall be reported via the monthly financial report in accordance with the procedures promulgated by DAODAS. If such fees collected by programs funded in whole or in part by DAODAS exceed budgetary requirements of said program, excess funds may be used to defray program costs and in other related programs/services as provided under this agreement, and Subgrantee is accountable for such income. Program income earned during the project period must be retained by the recipient and, in accordance with federal regulations, added to funds committed to the project by the federal awarding agency and DAODAS and used to further project or other related program objectives.
- b. No person shall be required to pay any fee before receiving a clinical assessment and a financial assessment (*as described in 8.a.*).
- c. The Centers for Medicare & Medicaid Services (CMS) prohibit billing Medicaid beneficiaries for broken, missed, or cancelled appointments. Medicaid programs are State-designated and administered with federal policy established by CMS. Federal requirements mandate that providers participating in the Medicaid program must accept the agency’s payment as payment in full. Providers cannot bill for scheduling appointments or holding appointment blocks. According to CMS Program Issuance Transmittal Notice MCD-43-94, broken or missed appointments are considered part of the overall cost of doing business.

9. Payor of Last Resort (45 CFR § 96.137)

Subgrantee shall consider DAODAS to be the payor of last resort.

Subgrantee shall make every reasonable effort, including the establishment of systems for determination of benefit eligibility, billing, and collection, to:

- a. Collect reimbursement for the costs of providing such services to persons who are entitled to insurance benefits under the Social Security Act, including programs under Title XVIII and Title XIX, any State compensation program, any other public assistance program for medical expenses, any contract or grant, any private health insurance, or any other benefit program; and
- b. Secure from patients/clients payment for services in accordance with their ability to pay.

Medicaid will be billed for all eligible patients and for all Medicaid services provided. Subgrantee shall assess whether each uninsured patient is Medicaid eligible.

10. Collaboration With Other State or Federal Agencies During Disease Outbreak and/or Public Health Crises

DAODAS and Subgrantee recognize that as a community-based health service organization, Subgrantee is uniquely positioned to assist other state and federal agencies in times of disease outbreak and/or public health crises. Therefore, Subgrantee agrees and accepts the following:

- a. That the designation of “disease outbreak” and “public health crisis” under this subsection is solely within the authority and discretion of the Director of DAODAS.
- b. That disease outbreaks and/or public health crises may differ from one another in Subgrantee’s level of cooperation with other state or federal agencies and the type and scope of requested services.
- c. That the type and scope of requested services per designation of a disease outbreak and/or public health crisis by the Director of DAODAS shall be listed in an official memorandum by the Director of DAODAS (“Disease Outbreak Memorandum” or “Public Health Crisis Memorandum”).
- d. That upon execution and signature by the Director of DAODAS, such memoranda shall be incorporated herein and become part of this Contract.
- e. That any Disease Outbreak Memorandum and/or Public Health Crisis Memorandum shall not exceed the duration of this Contract. However, nothing in this provision shall prohibit the Director of DAODAS from re-issuing such memoranda under a new funding contract.
- f. That failure to comply with a DAODAS Disease Outbreak Memorandum and/or Public Health Crisis Memorandum may be considered by DAODAS as a breach of this Contract by the Subgrantee in whole or in part.

11. Requirements Related to Motor Vehicles

- a. **Commercial Driver’s License Act** – The South Carolina Commercial Driver’s License (CDL) Drug Testing Act (Act No. 232), as enacted by the South Carolina General Assembly on May 21, 2008, requires individuals to be disqualified from driving a commercial vehicle when the South Carolina Department of Motor Vehicles (DMV) receives from a motor vehicle carrier a verified positive drug test or positive alcohol-confirmation test, or verification of a driver’s refusal to take an alcohol or other drug test. DAODAS is required to certify Substance Abuse Professionals (SAPs) who meet the requirements of 49 C.F.R. 40. SAPs must report to DAODAS whether a person has successfully completed an alcohol or other drug treatment or education program as recommended by the SAP (Section 56-1-2110 {G}). This information is further reported by DAODAS to the DMV.
- b. **Ignition Interlock Device Program** – Pursuant to The Prevention of Underage Drinking and Access to Alcohol Act of 2007, as amended by Act 158 (“Emma’s Law of 2014”), the South Carolina Ignition Interlock Device Program (IIDP) was enacted to mandate the use of ignition interlock devices for certain first, and all second and subsequent DUI offenses. **Subgrantee shall develop individualized treatment plans and provide services for offenders participating in the IIDP who are in need of assessment and treatment, as necessary.**
- c. **National Motor Voter Registration Act** – Subgrantee shall comply with the requirements of The National Voter Registration Act of 1993 (NVRA or “Motor Voter Act”) designating “voter registration agencies” in accordance with the NVRA and SC Code Ann. § 7-5-310, et seq., as amended. Subgrantee shall offer voter registration services in accordance with procedures developed by DAODAS and S.C. Code § 7-5-310(F), and will report *totals* of completed registration forms and declinations, plus the number of individuals who have

previously registered to vote and the number of individuals who are provided mail-in registration forms. *Totals* are due by the date listed on the Deliverables list.

12. State and Federal Funding Requirements

- a. **Notification of Federal Funds Used to Supplement Program Operations** – Subgrantee shall comply with P.L. 101-517 § 511, as amended, that requires the federal funding source be clearly identified on any brochure, flyer, poster, press release, public service announcement, or other form of information dissemination, events (i.e., planning, production, or presentation of conferences, workshops, or trainings), publications, or any other document describing projects or programs funded in whole or in part with federal funds. Funding provided by DAODAS will be identified by the funding source and CFDA number if applicable. Subgrantee agrees by signing this Contract that it will include, without modification, the clause titled “**Notification of Federal Dollars Used to Supplement Program Operations**” in all lower-tier covered transactions (i.e., transactions with its subgrantees and/or subcontractors) and in all solicitations for lower-tier covered transactions in accordance with 45 CFR Part 76.
- b. **Allowable Costs** – Allowable costs incurred under any DAODAS-funded grant or contract shall be determined in accordance with the general principles and standards for selected cost items as set forth in the applicable OMB Circulars referenced under “Audit Standards” and “Applicable Laws and Regulations.”
- c. **Non-Supplantation of Existing Programs** – Subgrantee agrees that funds made available by DAODAS will be used by Subgrantee to implement or increase the level of funding in the specified services only. Funds received through a DAODAS-funded grant shall not supplant any other federally funded projects.
- d. **Procurement Policy** – Subgrantee shall have a board-approved written procurement policy in force. Subgrantee is encouraged to utilize qualified minority firms where cost and performance of major grant work will not conflict with funding or time schedules.
- e. **Equipment** – Unless otherwise specified by DAODAS, equipment under this Contract is defined as an article of tangible property that has a useful life of more than one year and an acquisition cost of five thousand dollars (\$5,000) or more. Single items priced \$5,000 or more must have prior written approval of DAODAS for DAODAS-reimbursable class codes. Title to all equipment purchased with funds provided by DAODAS shall rest with Subgrantee as long as the equipment is used for the program for which it was purchased. When the equipment is no longer required for the program for which it was purchased, DAODAS shall be notified, and then instructions will be issued by DAODAS pertaining to the disposition of the property.
- f. **Travel** – Subgrantee shall adhere to the travel policies and procedures of the State of South Carolina in all program areas that are funded partially or in full by DAODAS, except in instances where Subgrantee is operating under the policies and procedures of county government or when policies and procedures approved by the governing board of Subgrantee do not exceed the provisions of the State of South Carolina.

13. Records Retention

- a. Records with respect to all matters covered by funding through DAODAS shall be made available to DAODAS or its duly appointed representatives for audit inspection or monitoring. All pertinent information, including financial records, supporting documents, statistical records, and patient records, shall be retained for a minimum of three (3) years after the final expenditure report. However, if any litigation, claim, or audit is started before the

expiration of the three-year period, then records must be retained for three years after the litigation, claim, or audit is resolved. Subgrantee shall adhere to DHEC regulations for storage of outpatient and residential patient records.

- b. The HIPAA Privacy Rule and federal regulations under 42 C.F.R. Part II require certain documentation to be available for a specified number of years (retention period) after it has been received or created. Other laws, usually State laws and regulations, govern the retention period for Protected Health Information (PHI). Also, documents relating to Subgrantee's policies and procedures, uses and disclosures, authorization forms, Business Associate contracts, Qualified Service Organization Agreements (QSOAs), Notices of Privacy Practices, responses to a patient/client who wants to amend or correct their information, the patient/client's statement of disagreement, complaint record, or any other written communication required by HIPAA or 42 C.F.R. Part II must be maintained for a period of six (6) years from the later of the creation date or when it was last in effect. Records must also be retained for two (2) years after a patient/client's death.
- c. All paper records containing PHI that are no longer relevant must be shredded. If shredding is performed by an outside service, a certificate of destruction must be secured.

14. Confidentiality of Specific Work Products

Any DAODAS reports, information, data, etc., given to, prepared by, or assembled by Subgrantee under a DAODAS-funded grant or contract that DAODAS represents as confidential per the Freedom of Information Act (SC Code Ann. § 30-4-10, et seq., as amended) shall not be made available to any individual or organization by DAODAS or Subgrantee without the prior written approval of DAODAS.

Subgrantee shall ensure that employees are educated about specific confidentiality requirements and informed that disciplinary action may be taken upon inappropriate disclosures of confidential information.

15. Copyrights

Subgrantee agrees that any work prepared by Subgrantee in the course of or under this Contract that is eligible for copyright protection under any U.S. or foreign law shall be a work made for hire and ownership of all copyrights (including all renewals and extensions therein) shall vest in DAODAS. In the event any such work prepared by Subcontractor is deemed not to be a work made for hire for any reason, Subgrantee hereby irrevocably grants, transfers, and assigns all right, title, and interest in such work and all copyrights in such work and all renewals and extensions thereof to DAODAS, and agrees to provide all assistance reasonably requested by DAODAS in the establishment, preservation, and enforcement of its copyright in such work. Subgrantee agrees to and does hereby irrevocably waive all moral rights with respect to the work developed or produced hereunder, including any and all rights of identification of authorship and any and all rights of approval, restriction, or limitation on use or subsequent modifications.

16. Political Activity

None of the funds, materials, property, or services provided directly or indirectly by DAODAS shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office, or otherwise to be in violation of the provisions of the Hatch Political Activity Act (5 U.S.C. § 7324).

17. Critical Incident Reporting

Following DAODAS' protocol for incident reports and in accordance with CARF International and corporate compliance standards, Subgrantee shall report in confidence directly to DAODAS any:

- a. **Fraudulent Activity** – If, at any time during the term of this Contract, Subgrantee becomes aware of or has reason to believe by whatever means that, under this or any other program administered by DAODAS, an applicant for services, an employee of Subgrantee, or any of their subcontractors have improperly or fraudulently applied for or received benefits, monies, or services pursuant to any contract or grant from DAODAS;
- b. **Patient/Client Death**; and
- c. **Critical Incident** – Any sudden or unexpected event that is a deviation from normal or safe operations that may have a significant impact on patients, staff, or the organization.

18. Conflict of Interest

No official or employee of Subgrantee shall participate personally through decision, approval, disapproval, recommendation, the rendering of advice, investigation, or otherwise in any proceeding, application, request for a ruling or other determination, contract, grant, cooperative agreement, claim, controversy, or other particular matter in which these funds are used, where to his knowledge he or his immediate family, partners, organization other than a public agency in which he is serving as officer, director, trustee, partner, or employee, or any person or organization with whom he is negotiating or has any arrangement concerning prospective employment, has a financial interest. In the use of these funds, officials or employees of Subgrantee shall avoid any action that might result in, or create the appearance of:

- a. Using his or her official position for private gain;
- b. Giving preferential treatment to any person;
- c. Losing complete independence or impartiality;
- d. Making an official decision outside official channels; or
- e. Affecting adversely the confidence of the public in the integrity of the government or the program.

19. County Assistance Plan

DAODAS will monitor certain key performance indicators of Subgrantee and, when necessary, may direct Subgrantee to improve through the County Assistance Plan (CAP). This plan will be designed by DAODAS to assist Subgrantee in the early detection and resolution of problems related to performance. When staff interventions fail to correct the identified problem(s), Subgrantee will be placed under the Managed Improvement Plan (MIP) and will be expected to make progress in resolving the problem(s) in order to remain eligible for funding or other financial support from DAODAS.

20. Reporting Systems and Deliverables

- a. Subgrantee must collaborate to implement database and electronic health record changes required by DAODAS. DAODAS, in collaboration with Behavioral Health Services Association of South Carolina Inc., will give Subgrantee as much advance notice as possible for software and hardware changes.
- b. All data must be submitted on time in accordance with defined schedules.
- c. Subgrantee must install and maintain updated virus protection on all personal computers, laptops, and file servers. Upon the first incident of virus detection, Subgrantee will be immediately notified via telephone by DAODAS of virus infection. Chronic (to be defined by DAODAS) virus-infected submissions will result in non-acceptance of all incoming data until Subgrantee can certify that the data is virus free.

- d. Subgrantee shall take all precautions to protect and secure data, including using HIPAA-compliant passwords, encrypting all electronic transmissions of PHI, and performing and testing regular backups of data systems. Transmission of non-encrypted PHI to DAODAS will result in notification of the offense to Subgrantee’s Privacy Officer, who will notify each patient/client whose PHI was breached according to American Recovery and Reinvestment Act requirements.
- e. Subgrantee shall submit all deliverables by the due dates and in the appropriate format. Requests for extensions to deliverables must be submitted on form “Request for Deliverables Extension” to the appropriate DAODAS program manager for review.
- f. Subgrantee will report all financial data, allocate administrative costs in accordance with guidelines supplied by DAODAS, and comply with all other budget, expenditure, and revenue reporting guidelines as enumerated in ARTICLE V of this Contract.

21. Applicable Laws and Regulations

Subgrantee agrees to comply with all applicable federal and state laws and regulations, including but not limited to:

- a. Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance).
- b. All applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401, et seq.).
- c. The Civil Rights Act of 1964 (42 U.S.C. § 2000, et seq., and regulations issued pursuant thereto, 45 CFR Part 80).
- d. Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C. § 791, et seq.), which prohibits discrimination on the basis of handicap in programs and activities receiving or benefiting from federal financial assistance, and regulations issued pursuant thereto (45 CFR Part 84).
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101, et seq.), which prohibits discrimination based on age in programs or activities receiving or benefiting from federal financial assistance.
- f. The Omnibus Budget Reconciliation Act of 1981, P.E. 97-35, which prohibits discrimination on the basis of sex and religion in programs and activities receiving or benefiting from federal financial assistance.
- g. The Confidentiality of Alcohol and Drug Abuse Patient Records regulations, 42 CFR Part 2, which implements the federal statutory provision applicable to substance abuse patient records (42 U.S.C. § 290 dd-2) (45 CFR § 96.132 (e)).
- h. The Americans with Disabilities Act (42 U.S.C. § 12101, et seq., and regulations issued pursuant thereto, 42 CFR Parts 35 and 36).
- i. The Drug Free Workplace Acts, SC Code § 44-107-10, et seq., as amended, and the Federal Drug Free Workplace Act of 1988, Public Law 100-690 and regulations issued pursuant thereto, 45 CFR Part 76, Subpart F.
- j. Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which imposes restrictions on smoking where federally funded children’s services are provided.
- k. All restrictions on lobbying found in 31 U.S.C. § 1352.

- l.** Occupational Safety and Health Administration regulations governing occupational exposure to bloodborne pathogens (29 CFR Part 1910.1030).
- m.** Requirement to actively publicize the availability of services to pregnant women and give priority admission to this population for services funded wholly or in part by federal block grant funds (45 CFR Part 96.131(b)).
- n.** 42 U.S.C. 300x-26 – State law regarding sale of tobacco products to underage individuals.
- o.** 42 U.S.C. 300x-56 – Prohibitions regarding receipt of funds.
- p.** 42 U.S.C. 300x-66 – Services for individuals with co-occurring disorders.

22. Non-Waiver of Breach

The failure of DAODAS at any time to require Subgrantee’s performance of any provision of this Contract or other DAODAS-funded grants/contracts or the continued payment of Subgrantee by DAODAS in the event of such failure shall in no way affect the right of DAODAS to enforce any provision of this Contract or other DAODAS-funded grants/contracts; nor shall the waiver by DAODAS of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of the provision itself.

23. Severability

Any provision of this Contract prohibited by the laws of the State of South Carolina shall be ineffective to the extent of such prohibition without invalidating the remaining provisions of this Contract.

24. Arbitration

If at any time the parties to this Contract in their rightful capacity cannot reach a decision based on the guidelines and stipulations within this operating agreement, a disinterested independent person shall be appointed to resolve the issue in accordance with the Uniform Arbitration Act (SC Code Ann. § 15-48-10, as amended).

- a. Appeals Procedures** – Administrative appeals shall be performed in accordance with the South Carolina Administrative Procedures Act (SC Code Ann. § 1-23-310, et seq., as amended). If any dispute shall arise subsequent to inconclusive arbitration, either party shall have the right to appeal within thirty (30) days of receiving written notice of arbitration conclusion that forms the basis of the appeal.
- b. Venue of Actions** – Any and all suits or actions for the enforcement of the obligations of this Contract and for any and every breach thereof, or for the review of a DAODAS final agency decision with respect to this Contract or audit disallowances, and any judicial review sought thereon and brought pursuant to the SC Code § 1-23-380, as amended, shall be instituted and maintained in any court of competent jurisdiction in the County of Richland, State of South Carolina.

25. Suspension of Work and/or Modification of Funding

- a.** DAODAS will inform Subgrantee of pending suspension of work and/or modification of funding in whole or in part for failure of Subcontractor to comply with any of the requirements of this Contract.
- b.** Upon written notice, DAODAS may order suspension of the work and/or modification of funding in whole or in part for such time as it deems necessary because of failure of Subcontractor to comply with any of the requirements of this Contract. The Contract’s

completion date shall not be extended on account of any such suspension of work and/or modification of funding.

- c. When DAODAS orders a suspension of the work under this section, Subgrantee shall not be entitled to any payment for work with respect to the period during which such work is suspended and shall not be entitled to any costs or damages resulting from such suspension.

26. Termination of Contract

- a. **Termination for Breach of Contract** – Either party may terminate this Contract at any time within the Contract period whenever it is determined by such party that the other party has materially breached or otherwise materially failed to comply with its obligations. The terminating party must give the other party thirty (30) days written notice explaining the nature of the alleged breach. The party receiving notification shall have the 30-day period, running from the date of notification, or any further period in which the parties may agree to cure the alleged breach. This Contract will automatically terminate upon expiration of the cure period if the notifying party is not satisfied that the alleged breach has been remedied, which shall be deemed a default.
 - i. In the event of an automatic termination, Subgrantee shall not be entitled to any costs or damages resulting from a termination under this Section.
 - ii. Subgrantee and its sureties shall be liable for any damage to DAODAS resulting from Subgrantee's default. Any wrongful termination for default shall be deemed by the parties as a termination for convenience.
- b. **Termination for Convenience** – DAODAS, with thirty (30) days advance written notice, may terminate this Contract when it is in the best interests of the South Carolina Department of Alcohol and Other Drug Abuse Services. If this Contract is so terminated, Subgrantee shall be compensated for all necessary and reasonable costs of performing the work actually accomplished. Subgrantee will not be compensated for any other costs in connection with a termination for convenience. Subgrantee will not be entitled to recover any damages in connection with a termination for convenience.
- c. **Termination for Lack of Available Funds** – The parties hereto covenant and agree that their liabilities and responsibilities, one to another, shall be contingent upon the availability of federal, state, and local funds for the funding of services and that this Contract may be reduced or terminated immediately if such funding ceases to be available. DAODAS will determine the availability of such funds and notify Subgrantee in writing if this Contract must be terminated under this provision.
- d. **Unilateral Termination** – Either party may terminate this Contract without cause by giving the other party ninety (90) days written notice.

27. Notice

Notice to either party will be sent by certified mail, return receipt required, and postage prepaid to the address stated in the introductory paragraph of this Contract.

28. Independent Contractor

Subgrantee shall not be deemed as the agent or employee of DAODAS for any purpose whatsoever. Neither Subgrantee nor any of its members, employees, or agents shall identify themselves as an employee of DAODAS. Subgrantee shall have no power or authority to bind or obligate DAODAS in any manner, except that DAODAS shall make payments to Subgrantee for the work provided under this Contract. Subgrantee shall obtain and maintain all licenses and permits required by law for performance of any DAODAS-funded Contract by themselves or their employees, contractors, agents, and servants. Subgrantee shall be liable for and pay all taxes required by local, state, or

federal governments, including but not limited to Social Security, Workers' Compensation, Employment Security, and any other taxes and licenses or insurance premiums required by law unless specified in the Contract.

29. Indemnification

Subgrantee shall be solely responsible, to the extent permitted by South Carolina law, for the payment of any and all claims for loss, personal injury, death, property damage, or otherwise arising out of any act or omission of its employees or agents acting within the scope of their employment in connection with the performance of work under any DAODAS-funded grants or contracts.

30. Force Majeure

Both parties will not be liable for any loss or delay resulting from causes, including but not limited to acts of God, vandalism, burglary, defective hardware, personal injury of either party or their agents, civil commotion, or any other causes beyond either party's control.

31. Assignment

Subgrantee shall not assign this Contract or any other DAODAS-funded grants or contracts without the prior written consent of DAODAS.

ARTICLE III - TREATMENT AND INTERVENTION

1. Staff Requirements for Clinical Patient Services

- a. **Minimum Qualifications** – To provide treatment services for substance use disorders as an employee of a county alcohol and drug abuse authority, staff must (at a minimum):
 - i. have a bachelor’s degree in a health or human service-related field from an accredited college or university; and
 - ii. be certified by the SCAADAC Certification Commission as an Alcohol and Drug Counselor (ADC, formerly a Certified Addictions Counselor I); Advanced Alcohol and Drug Counselor (AADC, formerly a Certified Addictions Counselor II); or a Clinical Supervisor (CS, formerly a Certified Clinical Supervisor).
- b. **Licensure**
 - i. Staff who are independently licensed by a professional licensing board will not be required to be certified or credentialed by the SCAADAC Certification Commission.
 - ii. Licensed individuals will be required to maintain core competencies and substance use disorder experience by maintaining a written training plan that includes trainings approved by the SCAADAC Certification Commission. This plan will be included in the privileging file of the counselor and approved by Subgrantee’s executive director.
 - iii. In-process licensed professionals must be in active and ongoing supervision for licensure, or may apply for certification through SCAADAC.
 - iv. Licensed professionals with no experience in substance use disorder services will be required to pursue certification through SCAADAC.
- c. **Certification** – Staff may be certified by:
 - i. the SCAADAC Certification Commission as an Alcohol and Drug Counselor (ADC), Advanced Alcohol and Drug Counselor (AADC), or Clinical Supervisor (CS); or
 - ii. the National Association of Alcoholism and Drug Abuse Counselors (NAADAC) as a Certified Addiction Counselor, Level II (NCAC II), and hold a current South Carolina state certificate from any other DAODAS-approved certification/accreditation commission; or
 - iii. NAADAC as a Master Addiction Counselor (MAC) and hold a current South Carolina state certificate from any other DAODAS-approved certification/accreditation commission.

A professional licensed in other states still has to be certified by SCAADAC.

If a counselor is not certified within three (3) years, the in-process counselor cannot provide billable clinical services in an agency (Subgrantee), or one that contracts with DAODAS, until certified by the SCAADAC Certification Commission. If the in-process counselor does not complete the certification process and has been out of the field for at least one (1) year, the in-process counselor may be employed by a Subgrantee and will have one year to complete the certification process.

- d. **In Process** – Staff may be privileged to provide clinical patient services while in the process of earning certification. The “in-process” person:
 - i. must be in the process of becoming certified as an addictions counselor and must be under active and ongoing clinical supervision (*see “Clinical Supervision” section below*);
 - ii. shall not be privileged to provide any type of direct service until application for certification is submitted (Evidence of certification application shall be available in either the person’s privileging file or personnel file.); and

- iii. shall have a plan to obtain certification within three (3) years of application, and must achieve certification by the end of this three-year period. Subgrantee may request a waiver under limited extenuating circumstances.

e. Students/Interns

Students/interns in the process of obtaining a minimum of a master's degree in human services from an accredited program may offer direct patient services only under active and ongoing clinical supervision. There must be a designated clinical supervisor and a clinical supervision plan that outlines the clinical objectives of the internship/field placement. All clinical documentation for students/interns must be co-signed by the designated supervisor (*see "Clinical Supervision" section below*).

f. Clinical Supervision – “In-process” staff and students/interns (*see above*):

- i. must be under clinical supervision by a person who holds a master's degree, is SCAADAC certified, and is licensed or is a CAC II who was certified after April 1, 2016, CCS, NCAC II, or MAC (A clinical supervisor must receive 10 hours of clinical supervision training every two years.); and
- ii. shall have all assessments, clinical assessment summaries, treatment plans, and discharge summaries co-signed by a designated clinical supervisor (The clinical supervision plan must include the frequency and quantity of review for clinical service notes. The plan must also address the frequency and type of clinical supervision.).

g. Paraprofessional Patient Services – Paraprofessional positions include: Child Service Professional, Substance Abuse Specialist (SAS), and Peer Support Specialist (PSS). Paraprofessionals must be certified and meet the minimum qualifications set in the South Carolina Department of Health and Human Services *Rehabilitative Behavioral Health Services (RBHS) Provider Manual* to provide these services. The SAS must complete a minimum of twenty (20) hours of continuing education every two (2) years; the PSS must complete a minimum of 20 hours of continuing education training annually of which at least twelve (12) hours must be face-to-face training.

- i. Paraprofessional staff shall have a supervision plan and receive at a minimum monthly supervision. If SAS staff are hired with three (3) years of experience, experience must be documented in their privileging file.

2. Mandated Treatment Services and Priorities Pursuant to 45 C.F.R §96

a. Intravenous Substance Users (45 CFR § 96.126) – Subgrantee shall ensure that services funded by DAODAS are provided to persons identified as intravenous users of illicit drugs. Subgrantee further agrees to:

- i. provide DAODAS with a statement of capacity for each service or level of care funded in part with federal block grant funds;
- ii. notify DAODAS within seven (7) days of having reached 90 percent (90%) of its capacity to admit individuals to a particular service or level of care (*refer to Capacity Monitoring Report Form*);
- iii. maintain a formal waiting list that shall include a unique patient identifier for each intravenous drug user seeking treatment;
- iv. notify DAODAS when any intravenous drug user is placed on a waiting list (*refer to Capacity Monitoring Report Form*); and
- v. Provide interim services to those persons who cannot be admitted to treatment within fourteen (14) days of making a request. Interim services shall be made available not more than forty-eight (48) hours after the request for treatment and shall include at a minimum:

1. counseling and education about HIV and tuberculosis;
2. counseling and education about the risks of needle-sharing, the risks of transmission to sexual partners and infants, and steps that can be taken to ensure that HIV and tuberculosis transmission does not occur;
3. referral for HIV or tuberculosis treatment services if necessary; and
4. outreach efforts to encourage individuals in need of treatment services for intravenous drug use to undergo such treatment. Subgrantee shall actively publicize the availability of such services and the priority status of intravenous drug users through such means as ongoing public service announcements, regular advertisements in local/regional print media, posters placed in targeted areas, and communications to other community-based organizations, healthcare providers, and social service agencies. Subgrantee shall develop collaborative relationships with opioid treatment programs for the purpose of coordination of treatment services to intravenous drug users.

b. Women (45 CFR § 96.131)

- i. Subgrantee shall ensure that services awarded by DAODAS are made available to pregnant women. *Pregnant women* will be **given priority** for admission to all program components funded wholly or in part by federal block grant funds.
- ii. Subgrantee shall actively publicize the availability of such services and the priority status of pregnant women through such means as ongoing public service announcements, regular advertisements in local/regional print media, posters placed in targeted areas, and communications to other community-based organizations, healthcare providers, and social service agencies.
- iii. Subgrantee shall notify DAODAS when it is unable to admit a pregnant woman to treatment because of insufficient treatment capacity.
- iv. Subgrantee shall make available interim services to any pregnant woman who cannot be admitted to treatment within forty-eight (48) hours of having applied. Interim services for pregnant women include those enumerated in subsection (2)(v) above (Interim Services for Intravenous Substance Users), but shall also include counseling on the effects of alcohol and drug use on the fetus, as well as referral for prenatal care.

c. Human Immunodeficiency Virus (HIV) (45 CFR § 96.128)

- i. From time to time, and pursuant to a prevalence formula, the State of South Carolina may become a “designated state” under 45 C.F.R. §96.128. Under such designation, and pursuant to DAODAS’ instructions, Subgrantee shall comply with all specific funding allocation and project instructions in compliance with 45 C.F.R. §96.128.
- ii. As a matter of routine, Subgrantee shall make available for inspection any written policies for service delivery to persons with HIV disease. Any revisions to policies shall be submitted to DAODAS upon adoption by Subgrantee’s governing body.

d. Tuberculosis (TB) Services (45 CFR § 96.127)

- i. Subgrantee shall routinely make available, directly or through arrangements with other public or non-profit entities, tuberculosis services to each individual receiving treatment for alcohol and other drug use after being found to be at high risk by the assessment.
- ii. “Tuberculosis services” include:
 1. counseling individuals with respect to tuberculosis;
 2. making available necessary testing to determine whether individuals have been infected with mycobacterium tuberculosis to determine the appropriate form of treatment for each individual; and

3. providing for or referring individuals infected by mycobacterium tuberculosis for appropriate medical evaluation and treatment.
- iii. In the case of an individual in need of such treatment who is denied admission to the program based on lack of the capacity of the program to admit the individual, Subgrantee will refer the individual to another provider of tuberculosis services.
- iv. Subgrantee will implement infection-control procedures established by DAODAS, in cooperation with DHEC's Tuberculosis Control Officer, that are designed to prevent the transmission of tuberculosis, including the following:
 1. screening of patients;
 2. identification of those individuals who are at high risk of becoming infected;
 3. conduction of case management activities to ensure those individuals receive such services; and
 4. reporting of all individuals identified with active tuberculosis by the testing organization to the appropriate state officials.
- v. Subgrantee shall comply with DAODAS' reporting instructions to ensure that all recipients of tuberculosis services are appropriately identified and all services documented.

3. Statewide Base Treatment Services

Subgrantee shall provide the following statewide base services. Subgrantee shall adhere to the program guidelines as published in the DAODAS *Treatment Programs Manual*:

Program	Cost Center Code
Traditional Outpatient, Adolescent, Group, Individual, Family Counseling, Outpatient Services (Outpatient-Tx) (Level I)	Cost Center Code 3001-30xx
Alcohol and Drug Safety Action Program (INT-ADSAP)	Cost Center Code 4001
Youth and Adolescent Services (YAS), Intervention	Cost Center Code 5501
Alcohol Intervention Program	
Gambling Services	Cost Center Code 3701

4. Extended Services

Subgrantee shall provide the following extended services. Subgrantee shall adhere to the program guidelines as published in the DAODAS *Treatment Programs Manual*:

Program	Level	Cost Center Code
Medically Monitored Inpatient Withdrawal Management	Level 3.7 WM	Cost Center Code 1001
Clinically Managed Residential Withdrawal Management	Level 3.2 WM	Cost Center Code 1101
Outpatient Withdrawal Management Ambulatory Withdrawal Management with Extended On-site Monitoring	Level 2 WM	Cost Center Code 3602
Clinically Managed High-Intensity Residential	Level 3.5	Cost Center Code 1501

Program	Level	Cost Center Code
Medically Monitored Intensive Inpatient Treatment	Level 3.7	Cost Center Code 1505
Women’s Residential Medically Monitored/Clinically Managed (WRTC)	Level 3.7 with step-down to Level 3.5	Cost Center Code 1601
Adolescent Residential Medically Monitored/Clinically Managed	Level 3.7 with step-down to Level 3.5	Cost Center Code 1701
Intensive Outpatient Treatment Program (9-19 hours/week)	(IOP – General) Level 2.1	Cost Center Code 2501
Women’s Intensive Outpatient Treatment Program (9-19 hours/week)	(IOP-W) Level 2.1	Cost Center Code 2601
Adolescent Intensive Outpatient Treatment (6-19 hours/week)	(IOP-A) Level 2.1	Cost Center Code 2701
Day Treatment/ Partial Hospitalization Treatment Program (20+ hours/week)	Level 2.5	Cost Center Code 2801
The Bridge (Adolescent Services)		Cost Center Code 3404

ARTICLE IV - PREVENTION

1. Staff Requirements for Prevention Services

In each county, agencies shall provide staff dedicated to the provision of primary prevention services as it relates to funding provided through the Substance Abuse Prevention and Treatment Block Grant (SABG) in each county as delineated in Subsection 2 below (Primary Prevention/Education Program).

- a. Minimum Qualifications** – To provide or coordinate prevention services as an employee of a county alcohol and drug abuse authority, staff who were hired by a county authority after July 1, 2006, must hold a minimum of a bachelor’s degree from an accredited college or university, be certified or in the process of becoming certified, and be under active and ongoing prevention mentoring.
- b. New Hires/Position Changes** – Subgrantee must inform the DAODAS Manager of Prevention and Intervention Services in writing within thirty (30) days of a new position hire/change in SABG or other DAODAS-funded prevention staff positions. Agencies should submit the following information: name, position, e-mail address, and telephone number. Changes and/or updates must also be made into the IMPACT prevention database as soon as the change/hire takes effect.
- c. Certification**
 - i.** Staff shall be certified by:
 - 1.** the South Carolina Association of Prevention Professionals and Advocates (SCAPPA) Certification Commission as a Certified Prevention Specialist (CPS); or

- 2. the SCAPPA Certification Commission as a Certified Senior Prevention Specialist (CSPS).
- ii. Certified prevention staff must have a written training plan, updated annually, pertinent to maintaining SCAPPA certification.
- d. **In Process** – Staff may be privileged to provide prevention services while in the process of earning certification. The “in-process” person:
 - i. Must apply for certification by SCAPPA as a CPS or CSPS within six (6) months of hire. (Evidence of the employee’s application for SCAPPA certification must be placed in his/her privileging or personnel file.)
 - ii. Must have a detailed written training plan to obtain certification within thirty-six (36) months of his or her application for certification, and must achieve certification by the end of this three (3)-year period. The certification timeframe does not restart if the employee leaves the agency and joins a different agency. The application is transferable to another agency where the person is employed during the 36-month time period. (A copy of the written plan, signed by the staff member and their manager, must be retained in their privileging or personnel file and updated on an annual basis.)
 - iii. Must be under active and ongoing prevention supervision.
 - iv. Must be engaged in an active and ongoing prevention supervision process. Supervision must be provided by an individual approved by SCAPPA. A written plan that addresses information on the supervision progress shall be placed in the employee’s privileging or personnel file. Both the staff member and their manager must sign this plan and update it on an annual basis. Documentation that SCAPPA has approved the prevention supervisor must be attached.

2. Primary Prevention/Education Program (PREV-CG), Class Code 8001

Subgrantee shall adhere to and maintain compliance with all DAODAS prevention requirements, including but not limited to any funding set-asides, reporting, expenditure, and training requirements. Subgrantee shall adhere to the DAODAS *Primary Prevention Services Manual*, as well as any specific instructional memoranda, in the execution of this provision.

3. Alcohol Enforcement Team (AET) / Class Code 8016

Subgrantee shall adhere to and maintain compliance with DAODAS’ prevention requirements that are associated with the Alcohol Enforcement Team (AET) program. Subgrantee shall adhere to the DAODAS *Primary Prevention Services Manual*, as well as any specific instructional memoranda, in the execution of this provision.

4. Prevention Reporting Requirements and Evaluations

Subgrantee shall adhere to and maintain compliance with DAODAS’ reporting and evaluations requirements. Subgrantee shall adhere to DAODAS’ *Primary Prevention Services Manual*, as well as any specific instructional memoranda, in the execution of this provision.

ARTICLE V - FINANCES

1. Budget

Subgrantee shall notify and receive prior approval from DAODAS of budget changes that exceed fifteen percent (15%) of total budget and/or any changes that result in reduction or elimination of services. Subgrantee agrees to complete the "Reduction in Staff Impact on the Community and Agency Questionnaire" form when there is a reduction and/or elimination of services.

2. Reimbursements – General

Subgrantee shall provide by e-mail total agency expenditures incurred and total agency revenue collected by cost center code (program) by the due dates noted on the Deliverables Schedule or as requested. All three (3) components of the deliverable (data, cover letter, and data reports) must be submitted to DAODAS in order to be logged in as "received." Subgrantee will be reimbursed monthly via the monthly financial report (REBA) and reporting codes promulgated by DAODAS. A final Profit and Loss Statement or Income Statement by program is due as specified on the Contract Deliverables list for the previous fiscal year.

Requests for reimbursement must be submitted in the format promulgated by DAODAS.

Failure of Subgrantee to provide financial reports within the specified time and in the required format shall result in delay of reimbursement payable under this Contract and any other grants or contracts. Unless otherwise indicated in this Contract, reimbursement totals for each quarter will not exceed one-fourth (1/4) of the total Contract amount. Whenever possible, reimbursements will be by electronic funds transfer (EFT). Agencies must submit necessary information to the State Treasurer's Office and inform DAODAS.

3. Block Grant Reimbursements for Assessments

- a. In utilizing the Substance Abuse Prevention and Treatment Block Grant (SABG) funding, DAODAS agrees to reimburse Subgrantee for initial assessments and assessment update services that are provided to *potential patients who do not have insurance coverage, and who are unable to pay for a clinical assessment*. This reimbursement process seeks to remove financial barriers and service charges for these potential patients who are exploring treatment options, and to reduce the financial burden on the Subgrantee that is associated with serving these potential patients.
- b. Subgrantee shall utilize its electronic health record (EHR) to identify assessment services billed to the SABG through DAODAS. DAODAS will utilize service-provision data and reimburse providers for assessments using the Medicaid fee schedule until the funding has been exhausted.
- c. DAODAS shall monitor Subgrantee's utilization of these funds through record reviews and analyses using data from the provider EHR.

4. Block Grant Reimbursement for Treatment

- a. In utilizing the SABG funding, DAODAS agrees to reimburse Subgrantee for outpatient or intensive outpatient treatment services that are provided to patients *who were deemed uninsured or unable to pay under Article II, Sections 6 and 7, of this Contract* (i.e., Subgrantee's obligation to conduct a comprehensive financial assessment; Subgrantee's obligation to consider DAODAS to be the payor of last resort). This reimbursement process seeks to remove financial barriers and service charges for these patients, and to reduce the financial burden on the Subgrantee that is associated with serving these patients.
- b. Only the following CareLogic programs are eligible for reimbursements under this payer source:

- i. Outpatient – Traditional
 - ii. Outpatient – Adolescent
 - iii. Outpatient – Women
 - iv. Intensive Outpatient – Traditional
 - v. Intensive Outpatient – Adolescent
 - vi. Intensive Outpatient – Women
 - vii. Intensive Outpatient – Men
- c. Programs that **are not** eligible for reimbursements under this payer source include:
- i. ADSAP Outpatient and ADSAP Intensive Outpatient
 - ii. Alternative Services (ALTSERV)
 - iii. Temporary Program – Admission Decision Delayed
 - iv. Offender-Based Intervention (OBI). (While some providers have contracted funding for OBI services, there is no payment source for OBI-type services through DAODAS. If individuals in an OBI program qualify for service provision as uninsured, they should be billed under the outpatient or intensive outpatient [IOP] option.)
- d. Patients with an opioid use disorder who are found in need of subsidized treatment services after clinical and financial assessments shall receive services billed to the State Opioid Response Payor.
- e. Subgrantee shall utilize its EHR to identify treatment services billed to the SABG through DAODAS. DAODAS will utilize service-provision data and reimburse providers for treatment services using the Medicaid fee schedule until the funding has been exhausted.
- f. DAODAS shall monitor Subgrantee’s utilization of these funds through record reviews and analyses using data from the provider EHR.

5. Accuracy of Data and Reports

Subgrantee agrees that all statements, reports, data, and claims shall be certified to the best of its knowledge as true, accurate, and complete. Subgrantee shall not submit statements, reports, claims, and data that it knows, or has reason to know, are not properly prepared or payable pursuant to federal and state law, applicable regulations, and DAODAS policies. DAODAS will use submitted statements, reports, claims, and data for compliance reviews.

6. Recording and Documenting of Receipts and Expenditures

Subgrantee accounting procedures must provide for accurate and timely recording of receipt of funds by source, of expenditures made from such funds, and of unexpended balances. These records must contain information pertaining to grants and contracts amounts, obligations, unobligated balances, assets, liabilities, expenditures, and program income. Controls must be established that are adequate to ensure that expenditures charged to any DAODAS-funded grants or contracts are for allowable purposes. Additionally, effective control and accountability must be maintained for all cash, real and personal property, and other assets. Accounting records must be supported by such source documentation as canceled checks, paid bills, payrolls, time and attendance records, contract documents, etc. However, documentation should be maintained by Subgrantee; it should not be sent to DAODAS unless requested.

7. Audits

- a. The intent of DAODAS’ audit policy and the Single Audit Act (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-502), and Title 2 U.S. Code of Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements, Cost Principles and Audit Requirements for Federal Awards (Uniform Guidance), is to establish uniform audit requirements, promote the efficient and

effective use of audit services, and monitor program expenditures according to the provisions of the grants or contracts.

- b. To comply with this intent, DAODAS requires Subgrantee to have a *single* audit conducted for the year by an independent auditor if Subgrantee expends \$750,000 or more in federal awards. The audit must comply with the provisions of the Uniform Guidance, Audits of States, Local Governments and Non-Profit Organizations. The audit should be conducted in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States. Whenever possible, make a positive effort to utilize small businesses, minority-owned firms, and women's business enterprises in procuring audit services as stated in the Uniform Guidance.
- c. Uniform Guidance audits place substantial additional emphasis on the study and evaluation of internal controls and the testing of compliance with laws and regulations. This evaluation is needed to fulfill DAODAS' responsibility to ensure that federal funds are properly expended.
- d. If Subgrantee expends less than \$750,000 in federal awards, Subgrantee will be subject to DAODAS' monitoring procedures that may include limited procedure reviews by independent auditors engaged and paid for by DAODAS. If required, limited procedures will be structured as agreed-upon procedures conducted in accordance with the American Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements No. 10, *Attestation Standards: Revision and Recodification*, as amended by SSAE No. 11, *Attest Documentation*, and SSAE No. 12, *Amendment to Standards for Attestation Engagements No. 10*, section AT101 and AT201. The report on agreed-upon procedures engagement should comply with SSAE guidance.
- e. In accordance with the Uniform Guidance, the costs of audits of non-federal entities with less than \$750,000 in federal awards expended may not be charged to the federal award as an allowable cost.

8. Audit Standards

- a. The audit will be designed to increase the accountability for the expenditure of federal, state, local, and other funds utilized by the subcontractors and subgrantees of DAODAS. The audit will apply to the entire operation of an agency. Audits of individual departments and agencies may be considered a single audit when conducted on a county government body by an independent auditor, and will comply with 2CFR 200 Uniform Guidance.
- b. DAODAS audit policy hereby defines "audit" as including financial as well as economy and efficiency audits according to the Generally Accepted Government Auditing Standards (also known as The Yellow Book), to include SAS 112 (Statement on Auditing Standards), which requires the auditor to report in writing to management and the governing body any control deficiencies found during the audit that are considered significant deficiencies and/or material weaknesses.
- c. As governmental funds are accounted for on the modified accrual basis of accounting, the audit report must be prepared on the same basis. In addition, the financial statements and schedules must be in conformity with Generally Accepted Accounting Principles (GAAP). Under the modified accrual basis of accounting, expenditures are measurable and should be recorded when the related liability is incurred. Revenues are recognized in the accounting period when they become available and measurable. DAODAS reimbursements not received before the end of the state fiscal year must be shown as accounts receivable in the programs in which they are due in order to match revenue with the proper year.

- d.** DAODAS adopts the principles for determining allowable and unallowable costs as provided in the Uniform Guidance. All costs allocated to a program must be recorded in that program, supported by proper documentation, and procured competitively.
- e.** The audit report shall include the following:
 - i.** An auditor’s opinion on whether the basic financial statements present fairly the financial position of the agency and the results of its financial operations in accordance with GAAP, and an opinion as to whether the schedule of expenditures of federal awards is fairly stated in relation to the financial statements taken as a whole.
 - ii.** A report on compliance and internal control over financial reporting based on an audit of financial statements in accordance with Generally Accepted Government Auditing Standards. The report shall describe the scope of testing, the results of the tests and, where applicable, refer to a separate schedule of findings and questioned costs. An opinion on the overall internal control system is not required.
 - iii.** A Supplementary Schedule of Expenditures of Federal Awards that complies with the Uniform Guidance. Federal programs or grants that have not been assigned a catalog number shall be identified under the caption “Other Federal Assistance.” In addition, an opinion on this supplementary information schedule must be provided either in the report on the financial statements or in a separate report.
 - iv.** A report on compliance with requirements applicable to each major program and internal control over compliance in accordance with the Uniform Guidance. The report shall include the auditor’s opinion regarding compliance and, where applicable, refer to a separate schedule of findings and questioned costs.
 - v.** A schedule of findings and questioned costs in accordance with 2CFR 200 Uniform Guidance.
 - vi.** A schedule of findings and responses for subcontractors and subgrantees of DAODAS not subject to the 2CFR 200 Uniform Guidance audit.
- f.** Subgrantee receiving DAODAS funds will prepare as part of the audit report, at a minimum, the following financial statements and schedules:
 - i.** combined balance sheet – all fund types and account groups;
 - ii.** combined statement of revenues, expenditures, and changes in fund balances – budget and actual – general and special revenue fund types;
 - iii.** individual statements of revenues, expenditures, and changes in fund balances for each cost center code (i.e., program {Outpatient, ADSAP, etc.}) to demonstrate compliance with Contract provisions. These statements must be in accordance with the requirements promulgated by DAODAS and must be reconciled to the disbursement schedule issued by DAODAS. Any discrepancies must be noted in the agency’s audit;
 - iv.** supplementary schedule concerning any investments, reporting the amount invested in each (such as money market account, certificate of deposit, savings account) and the interest earned on each investment.
- g.** After the above mandatory schedules and statements, any of the following that pertain must be submitted:
 - i.** any management letter associated with the audit;
 - ii.** a list of federal, state, or local agencies to which the report was distributed;
 - iii.** any corrective actions that were recommended or taken on current or prior audit findings; and
 - iv.** status of recommendations in prior audits.
- h.** Subgrantee shall provide – at the time of submission of any audit report to DAODAS – comments on the findings and recommendations contained in the audit report. The

submission must include corrective actions planned or taken for each audit finding and comments on the status of said corrective actions taken before the finalization of the audit. If Subgrantee does not agree with a finding, or believes that corrective action is not required, the corrective action plan shall include an explanation and specific reasons.

- i.** Subgrantee shall forward two (2) original copies of the audit report to the DAODAS Division of Finance and Operations no later than six (6) months following the end of the fiscal year or thirty (30) days after the audit is completed, whichever is earlier. A copy of the engagement letter and the audit firm's peer-review document(s) must accompany the audit report.
- j.** Subgrantee agrees to engage reliable and competent audit services by a firm licensed by the South Carolina Board of Accountancy or other State Board of Accountancy to ensure that the above deadline is met.
- k.** Subgrantee further understands that federal funding may be suspended by DAODAS if the above deadline is not met, and that suspension of funding will exist until such time as the audit report is received and accepted by DAODAS.

ARTICLE VI – ASSURANCES/CERTIFICATIONS

1. Assurances

a. HIPAA, 42 CFR Part 2, HITECH Act Subtitle D (Business Associate Agreement)

- i. Subgrantee agrees that, to the extent that some or all of the activities within the scope of this Contract are subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-91, as amended, or its implementing regulations, it will comply with the HIPAA requirements as well as Subtitle D of the Health Information Technology for Economic and Clinical Health Act (HITECH Act), enacted as part of the American Recovery and Reinvestment Act of 2009, and will execute such agreements and practices as DAODAS will require to ensure compliance.
- ii. Subgrantee agrees that to the extent that some or all of the activities within the scope of this Contract are subject to the provisions of 42 CFR, Part 2, as well as Subtitle D of the HITECH Act enacted as part of the American Recovery and Reinvestment Act of 2009 (regarding the confidentiality of alcohol and other drug patient treatment records), Subgrantee will comply with the requirements of 42 C.F.R., Part 2, as well as Subtitle D of the HITECH Act, and will execute such agreements and practices as DAODAS will require to ensure compliance.
- iii. All employees and associated staff of Subgrantee are responsible for ensuring and maintaining the confidentiality, privacy, and security of all protected health information (PHI) (electronic, written, verbal, or in any other format) that is provided or made available to any employee or staff or that is obtained, handled, learned, heard, or viewed in the course of work or association with Subgrantee.
- iv. Subgrantee further agrees to follow all federal and state statutes and regulations regarding identity theft, privacy, data protection, and data destruction.
- v. Subgrantee shall not use or further disclose PHI or other sensitive information other than as permitted or required by the Contract or as required by law. Subgrantee agrees to use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the information that it creates, receives, maintains, or transmits in the execution of this Contract. It is the responsibility of Subgrantee to ensure that any agent, including a subcontractor to whom it provides such information, implements reasonable and appropriate safeguards to protect this information and shall document any such disclosures of information to such parties.
- vi. A breach by Subgrantee of this clause may subject Subgrantee to termination under any applicable default or termination provision of this Contract. Subgrantee will hold DAODAS harmless from any liability as a result of Subgrantee's failure to follow or comply with these requirements.
- vii. Subgrantee shall provide to DAODAS patient data in accordance with the standards established by DAODAS. The patient data include protected patient health information. This patient information will be protected by Subgrantee and DAODAS in accordance with HIPAAA and 42 CFR, Part 2, as well as Subtitle D of the HITECH Act.

2. Certifications

- a. **Certification Regarding Debarment and Suspension** – By signing this Contract, Subgrantee's authorized agent certifies that Subgrantee, defined as the primary participant in accordance with 45 CFR Part 76, and/or its principals:
 - i. are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency;

- ii. have not, within a three (3)-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- iii. are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (b) of this provision; or
- iv. has not, within a three (3)-year period preceding this Contract, had one (1) or more contracts terminated for default by any public (federal, state, or local) entity.

“*Principals*,” for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). For the purpose of this certification, the term “*Principals*” includes both present principals as well as individuals who served in the capacity of principals within a three-year period preceding this Contract.

Subgrantee shall provide immediate written notice to the DAODAS if, at any time prior to contract award, Subgrantee learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

If Subgrantee is unable to certify the representations stated in paragraph (a), Subgrantee must submit a written explanation regarding its inability to make the certification. The certification will be considered in connection with a review of the Subgrantee's responsibility. Failure of the Subgrantee to furnish additional information as requested by DAODAS may render the Subgrantee nonresponsive.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of a Subgrantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Subgrantee agrees by signing this Contract that it will include, without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions” in all lower tier covered transactions (i.e., transactions with subgrantees and/or subcontractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76. Subgrantee may search the List of Excluded Individuals and Entities (LEIE) website located at <http://www.oig.hhs.gov/fraud/exclusions.asp> for individuals or entities that are debarred or suspended. Anyone who hires an individual or entity on the LEIE may be subject to civil monetary penalties.

The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making awards under this Contract. If it is later determined that the Subgrantee, or a subcontractor of Subgrantee, knowingly or in bad faith rendered an erroneous certification, in addition to other remedies available, DAODAS may terminate this contract for default.

- b. Certification Regarding Drug-Free Workplace Requirements** – The undersigned (authorized official signing for Subgrantee’s organization) certifies that Subgrantee will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:
- i.** publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Subgrantee’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - ii.** establishing an ongoing drug-free awareness program to inform employees about:
 - 1.** the dangers of drug use in the workplace;
 - 2.** Subgrantee’s policy of maintaining a drug-free workplace;
 - 3.** Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4.** the penalties that may be imposed upon employees for drug use violations occurring in the workplace;
 - iii.** making it a requirement that each employee to be engaged in the performance of the Contract be given a copy of the statement required by paragraph (1) above;
 - iv.** notifying the employee in the statement regarding conditions of employment under the Contract that the employee will:
 - 1.** abide by the terms of the statement; and
 - 2.** notify the employer in writing of their conviction for violation of a criminal drug statute occurring in the workplace no later than five (5) calendar days after such conviction;
 - v.** notifying DAODAS in writing within ten (10) calendar days after receiving notice under paragraph (iv)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant or contract;
 - vi.** taking one of the following actions, within forty (40) calendar days of receiving notice under paragraph 4(b), with respect to any employee who is so convicted:
 - 1.** taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 2.** requiring such employee to participate satisfactorily in substance use disorder services or an employee assistance program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
 - vii.** making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs i-vi.
- c. Certification Regarding Lobbying** – Title 31, United States Code, Section 1352, entitled “Limitation on use of appropriated funds to influence certain Federal Contracting and financial transactions,” generally prohibits recipients of federal grants and cooperative agreements from using federal funds for lobbying the executive or legislative branches of the federal government in connection with a specific grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a federal grant or cooperative agreement must disclose lobbying undertaken with non-federal funds. These requirements apply to grants and cooperative agreements exceeding \$100,000 in total costs (45 CFR Part 93). The undersigned (authorized official signing for Subgrantee’s organization) certifies, to the best of his or her knowledge and belief, that:

- i. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agent or member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- ii. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- d. **Certification Regarding Program Fraud Civil Remedies Act (PFCRA)** – The undersigned (authorized official signing for Subgrantee’s organization) certifies that the statements herein are true, complete, and accurate to the best of their knowledge, and that they are aware that any false, fictitious, or fraudulent statements or claims may subject them to criminal, civil, or administrative penalties. The undersigned agrees that Subgrantee will comply with the Public Health Service terms and conditions of award if a grant is awarded.
- e. **Certification Regarding Environmental Tobacco Smoke** – Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residence, portions of facilities used for inpatient drug or alcohol treatment, service providers whose sole source of applicable federal funds is Medicare or Medicaid, or facilities where WIC coupons are redeemed. Subgrantee understands that:
 - i. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
 - ii. By signing the Contract, the undersigned certifies that Subgrantee will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

- iii. Subgrantee agrees that it will require that the language of this certification be included in any sub-awards that contain provisions for children's services and that all sub-recipients shall certify accordingly.
 - iv. The Public Health Services (PHS) strongly encourage all recipients to provide a smoke-free workplace and promote the non-use of tobacco products. This is consistent with the PHS mission to protect and advance the physical and mental health of the American people.
- f. Miscellaneous Certifications** – By signing this Contract, Subgrantee certifies that Subgrantee:
- i. has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this Contract;
 - ii. will give DAODAS, the Comptroller General of the United States, and if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the Contract, and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;
 - iii. will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;
 - iv. will initiate and complete the work within the applicable period after receipt of approval of DAODAS;
 - v. will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen (19) statutes or regulations specified in Appendix A of OPM's Standard for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F);
 - vi. will comply with all federal statutes relating to nondiscrimination, including but not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color, or national origin; (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (3) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (4) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (5) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (6) 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; (7) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (8) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (9) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and (10) the requirements of any other nondiscrimination statute(s) that may apply to the application;
 - vii. will comply, or has already complied, with the requirements of Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646), as amended, which provide for fair and equitable treatment of persons

- displaced or whose property is acquired as a result of federal or federally assisted programs (These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.);
- viii.** will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328), as amended, that limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
 - ix.** will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Grant Work House and Safety Standards Act (40 U.S.C. §§327-333) regarding labor standards for federally assisted construction sub-agreements;
 - x.** will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L.93-234), as amended, which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of the insurable construction and acquisition is \$10,000 or more;
 - xi.** will comply with environmental standards that may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (2) notification of violating facilities pursuant to EO 11738; (3) protection of wetland pursuant to EO 11990; (4) evaluation of flood hazards in floodplains in accordance with EO 11988; (5) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 *et seq.*); (6) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 *et seq.*); (7) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and (8) protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205);
 - xii.** will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 *et seq.*) related to protecting components or potential components of the national wild and scenic rivers system;
 - xiii.** will assist DAODAS in ensuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 *et seq.*);
 - xiv.** will comply with P.L. 93-348, as amended, regarding the protection of human subjects involved in research, development, and related activities supported by this Contract;
 - xv.** will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 *et seq.*) pertaining to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by this Contract;
 - xvi.** will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 *et seq.*) that prohibits the use of lead-based paint in construction or rehabilitation of residence structures;
 - xvii.** will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984;
 - xviii.** will comply with all applicable requirements of all other federal laws, executive orders, regulations, and policies governing this Contract; and
 - xix.** will comply with all funding agreements as required by the Substance Abuse Prevention and Treatment Block Grant, U.S. Department of Health and Human

Services, Substance Abuse and Mental Health Services Administration; funding agreements as required by the Substance Abuse Prevention and Treatment Block Grant Program as authorized by Title XIX, Part B, Subpart II and Subpart III of the Public Health Service Act and Title 42, Chapter 6A, Subchapter XVII of the United States Code; Assurances – Non-construction Programs; and List of Certifications as follows: <https://www.samhsa.gov/sites/default/files/grants/fy18-19-sabg-funding-agreements.pdf>.

SIGNATURES PAGE

IN WITNESS WHEREOF, DAODAS and Subgrantee, by their authorized agents, in consideration of mutual promises, covenants, and conditions exchanged between them, have executed this FY21 Funding and Compliance Contract as of the 1st day of July 2020.

SOUTH CAROLINA DEPARTMENT OF
ALCOHOL AND OTHER DRUG ABUSE
SERVICES

COUNTY ALCOHOL AND DRUG ABUSE
AUTHORITY

Sara Goldsby, Director

Director

Print Name

Name of Subgrantee

FY21 Funding and Compliance Contract (“Contract”) Acknowledgement Form

I, _____, Director of _____,
First and Last Name *Name of Subgrantee*

hereby confirm that I have read and understood the Contract in its entirety.

Signature *Date*

I, _____, _____ at
First and Last Name *Position*

_____, hereby confirm that I have read and understood the
Name of Subgrantee

Contract as it pertains to my position.

Signature *Date*

I, _____, _____ at
First and Last Name *Position*

_____, hereby confirm that I have read and understood the
Name of Subgrantee

Contract as it pertains to my position.

Signature *Date*

I, _____, _____ at
First and Last Name *Position*

_____, hereby confirm that I have read and understood the
Name of Subgrantee

Contract as it pertains to my position.

Signature *Date*

ATTACHMENT A – FINANCIAL ASSESSMENT

Instructions – Financial Screening & Assessment Application - CONFIDENTIAL

If you receive public assistance (e.g., food stamps, housing), you may be eligible for financial assistance and will not need to complete this application. Please provide documentation of the public assistance you are currently receiving. If you do not receive any public assistance and think you are eligible for financial assistance, fill out this form and return it with the necessary proof of income.

Do not proceed if you have agreed to a payment plan.

NOTE: Financial assistance will not be considered without proof of income and a completed and signed application. Provide all documents listed below that apply to you, your spouse/significant other, and any legal dependents. If you cannot provide proof of income or other documents listed below, explain why under Section 4 of the application.

1. Check stubs or statement from your employer giving your monthly gross income.
2. If self-employed, a copy of your most recent quarterly Business Financial Statement along with last year's Business Tax Return.
3. Social Security eligibility letter or a copy of your Social Security check. (If you have direct deposit, provide a copy of a bank statement showing this income.)
4. Latest signed income tax return (if you are a minor, your legal guardian's tax return).
5. Proof of South Carolina residency (e.g., rental agreement, utility bill, property tax notice).
6. Proof of any other income source such as child support, alimony, trust funds, or rental property.
7. If you have not had any income for the past three (3) months, please submit:
 - a. A statement from the South Carolina Department of Employment and Workforce and/or the Social Security Administration.

If you do not provide the required information or explain why this information is not available, your application might be delayed or you could be denied financial assistance.

If there are questions regarding the Financial Screening and Assessment Application, please contact:

Phone: _____ E-mail: _____

This application is valid for 90 days from your request for financial assistance.

FINANCIAL ASSISTANCE APPLICATION – CONFIDENTIAL

DATE OF APPLICATION: _____

1. PATIENT INFORMATION* – PLEASE PRINT ALL INFORMATION –
**If you are a minor (0-17 years of age), legal guardian’s information will be required*

Patient Name (Last, First, MI)					
Patient ID#		Last 4 Digits of SSN		U.S. CITIZEN <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Birth	Number of Dependents (other than self & co-applicant)	Ages of Dependents		Primary Contact - Phone ()	
Street Address (Do Not Provide PO Box)		City	State	County	ZIP Code
<input type="checkbox"/> Permanent Address <input type="checkbox"/> Temporary Address					
Current Employer		Street Address, City, State		Position	

If you are not working, how long have you been unemployed?

2. CO-APPLICANT INFORMATION

RELATIONSHIP TO PATIENT
 Self Spouse / Domestic Partner Parent Other _____

Name (Last, First, MI)		Last 4 Digits of SSN		U.S. CITIZEN <input type="checkbox"/> Yes <input type="checkbox"/> No	
Date of Birth	Number of Dependents (other than self & co-applicant)	Ages of Dependents		Primary Contact - Phone ()	
Street Address (Do Not Provide PO Box)		City	State	County	ZIP Code
<input type="checkbox"/> Permanent Address <input type="checkbox"/> Temporary Address					
Current Employer		Street Address, City, State		Position	

If you are not working, how long have you been unemployed?

3. INCOME INFORMATION

Monthly Income Sources	Applicant	Co-Applicant	Combined Monthly Income
Employment	\$	\$	\$
Social Security	\$	\$	\$
Disability	\$	\$	\$
Unemployment	\$	\$	\$
Spousal/Child Support	\$	\$	\$
Rental Property	\$	\$	\$
Investment Income	\$	\$	\$

<i>Other:</i>			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Total Combined Monthly Income			\$

UNEMPLOYMENT: If you do not have monthly income, please explain how you take care of your monthly expenses.

4. ADDITIONAL INFORMATION & COMMENTS
(If you need more space, use the back of this page.)

5. SIGNATURES

I certify that all financial information and statements disclosed are true and accurate.

Applicant Signature	Date
Co-Applicant Signature	Date
Authorized Agency Signature	Date