

**CONTRACT BETWEEN
SOUTHWEST COUNCIL, INC.
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective on the 13 day of Jan., 2020 by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **SOUTHWEST COUNCIL, INC.**, 1405 N. Delsea Drive, Vineland, New Jersey 08360-2291, hereinafter referred to as "Contractor".

RECITALS

WHEREAS, there exists a need for the provision of adult outpatient assessments and evaluations for individuals referred from Judicial systems which meet the licensing standards and regulations of the New Jersey Department of Mental Health and Addiction Services (DMHAS); and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this Contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** The contract shall be effective for the period commencing January 1, 2020 and concluding December 31, 2020.
2. **COMPENSATION.** Contractor shall be compensated pursuant to the attached schedule, in an amount not to exceed \$2,550.00.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. **DUTIES OF CONTRACTOR.** The specific duties of the Contractor shall be as set forth in "Program Specifications" and other specifications which is incorporated and made part of this contract as Attachment A, B, C, and Schedule I and Schedule II together with any other specifications issued by the County in connection with this contract.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provision of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2

5. **LICENSING AND PERMITTING.** If the Contractor or any of its sub-contractors are required to maintain a license or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in

the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference

B. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the county from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. PROPERTY OF THE COUNTY. All materials developed, prepared, completed, or acquired by Contractor during the performance of the services specified by this Contract, including but not limited to, all finished or unfinished documents, data, studies, surveys,

drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. INDEMNIFICATION. The Contractor or subcontractor shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts for the coverages, and with companies deemed satisfactory by County and which shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

11. SET-OFF. Should Contractor either refuse or neglect to perform the service which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such

expense shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

12. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

13. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County of infringe on the rights of the public.

14. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

15. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

16. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

17. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

18. **APPLICABLE LAW.** The terms and provisions of this Contract shall be construed pursuant to the laws of the State of New Jersey and, where applicable, the laws of the United States of America.

19. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor and is not an agent of the County.

20. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner of degree with the performance of services pursuant to this Contract. The Contractor further covenants that in the performance of services pursuant to this Contract, no person having any such interest shall be employed.

21. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

22. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

23. **CONTRACT PARTS.** Attached hereto and incorporated herein are various appendices, schedules and attachments (collectively, "the attachments") which provide details of the contractor's obligations concerning reporting requirements, record keeping and the like. Also incorporated herein are any other specifications issued by the County in connection with this contract. If there is a conflict between any of the attachments and the specifications the specifications will control. If there is a conflict between any of the attachments or the specifications and the Contract, then this Contract will control.

THIS CONTRACT is dated this 13 day of Jan, 2020.

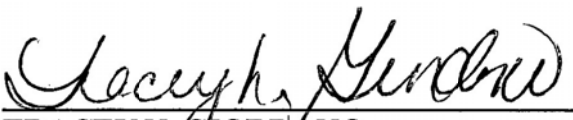
IN WITNESS WHEREOF, signatory authority is established:

- (i) for the County pursuant to N.J.S.A. 40A:11-3(a), with the requisite Resolution adopted by the Gloucester County Board of Chosen Freeholders on January 23, 2019 authorizing the Chief Financial Officer to execute and the Qualified Purchasing Agent attest to this instrument; and
- (ii) for the Contractor by having caused this instrument to be signed and witnessed by authorized representatives.

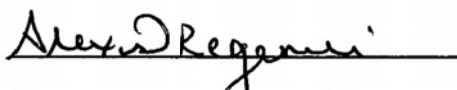
ATTEST:


KIM LARTER,
QUALIFIED PURCHASING AGENT

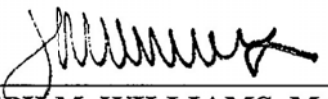
COUNTY OF GLOUCESTER


TRACEY N. GIORDANO,
TREASURER/CFO

ATTEST:


Director of Operations

SOUTHWEST COUNCIL, INC.


JOSEPH M. WILLIAMS, MA, LCADC,
EXECUTIVE DIRECTOR

CONTRACT SUMMARY

THE SOUTHWEST COUNCIL, INC.

Corporate Address:

Southwest Council, Inc.
1405 N. Delsea Drive
Vineland, NJ 08360
Phone # (856) 794-1011

Gloucester County Address:

Plaza Five Fifty
550 Bridgeton Pike, Site 4
Mantua, NJ 08051
Phone # (856) 494-4950

Contact Persons: Joseph M. Williams, MA, LCADC, Executive Director

Contract Amount: \$2,550.00

Term of Contract:

January 1, 2020 through December 31, 2020

Duties/Other Conditions of Contract /Made Part of Contract:

Schedule I and Schedule II and Attachments A, and C

Professional Services:

- A. Provide assessment evaluation services to approximately 12.75 medically indigent Gloucester County Residents. Total reimbursement is a maximum of \$2,550.00 bases on \$200 per evaluation and report to employer, court or alternate material party per client's request. Fee-for-service reimbursement will be made upon receipt of billing on a monthly bases.
- B. Provide each Gloucester County Client with assessment/evaluation services which meet the guidelines set up for assessment/evaluation by the New Jersey Division of Mental Health and Addiction Service (DMHAS). As/if applicable per assessment referrals to include Prevention/Education, Detoxification, Outpatient or Intensive Outpatient Treatment, Short Term or Long Term Residential Treatment, Halfway House, and Extended Care.

SCHEDULE I

CERTIFICATION REGARDING SUB-GRANTEE LOBBYING

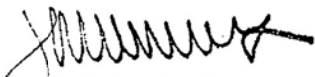
The undersigned certifies, to the best of his or her knowledge that:

- a. No grant funds awarded from federal appropriations have been paid or will be paid, by or on behalf of the sub-grantee, to any person for influencing or attempting to influence an officer or employee of any agency, 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.
- b. If any funds other than Federal 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 contract, grant, loan, or cooperative agreement, the sub-grantee shall complete and submit the Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions. Contact the federal agency awarding the funds for a copy of form.

This requirement (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 making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the 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.

The Southwest Council Inc.
NAME OF AGENCY

Joseph M. Williams, Executive Director
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY


SIGNATURE OF ABOVE OFFICIAL

1/3/20
DATE SIGNED

SCHEDULE II

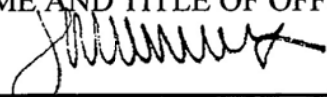
CERTIFICATION REGARDING SUB-GRANTEE DEBARMENT AND SUSPENSION

In accordance to Federal Executive Order 12549, "Debarment and Suspension," the undersigned certified, to the best of his or her knowledge that as a sub-grantee this agency or its key employees:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency, or by the State of New Jersey;
- b. have not within a 3 year period preceding this application 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) transaction or contract under a public transaction; violation of federal or state and antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- c. are not presently indicted or for otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any offenses enumerated in paragraph (b) of this certification; and
- d. have not within a 3 year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

The Southwest Council Inc.
NAME OF AGENCY

Joseph M. Williams, Executive Director
NAME AND TITLE OF OFFICIAL SIGNING FOR AGENCY


SIGNATURE OF ABOVE OFFICIAL

1/3/20
DATE SIGNED

NOTE: The following documents related to debarment and suspension as required by federal regulations will be used as the basis for completion of this certification:

1. List of parties excluded from federal procurement or non-procurement programs. This document is distributed by **U.S. General Services Administration, U.S. Printing Office, Washington, D.C.** This document can be acquired from the Superintendent of Documents by calling (202) 783-3238.
2. Report of Suspension, Debarment and Disqualification's of Firms and Individuals, State of New Jersey. This document is distributed by the **Division Building and Construction, 50 Barracks St., P.O. Box 235, Trenton, New Jersey 08625-0235.**

ATTACHMENT A
PROGRAM SPECIFICATIONS AND BUDGET
THE SOUTHWEST COUNCIL, INC.

II. ADULT OUTPATIENT ASSESSMENT AND EVALUATIONS

- A. Provide assessment evaluation services to approximately 12.75 medically indigent Gloucester County Residents. Total reimbursement is a maximum of \$2,550.00 bases on \$200.00 per evaluation with report to employer, court, or alternate material party per client's request. Fee-for-service reimbursement will be made upon receipt of billing on a monthly basis.
- B. Provide each Gloucester County Client with assessment/evaluation services which meet the guidelines set up for assessment/evaluation by the New Jersey Division of Mental Health and Addiction Service (DMHAS)
- C. Assessment/evaluation will be completed within 10 working days from time of referral.
- D. Accept appropriate client referrals from the Department and other Gloucester County community agencies including the Jail and Gloucester County Probation and other Judicial Systems. Provide written assessment and recommendations to the same as requested by agency and upon a release of information signed by client.
- E. Criteria for admission is based on the DSM-IV/ASAM to residential, intensive out-patient and out-patient.
- F. Work in cooperation with the DMHAS in regards to proper reporting procedures and referrals, also DMHAS promulgated NJSAMS when appropriate.
- G. Make appropriate referral for client based upon indication after completion of assessment. Referrals to include Prevention/Education, Detoxification, Outpatient or Intensive Outpatient Treatment, Short Term or Long Term Residential Treatment, Halfway House, and Extended Care as appropriate.

ATTACHMENT C

ADDITIONAL CONTRACTING INFORMATION REQUIREMENTS PER NJDHS/ DIV. OF MENTAL HEALTH AND ADDICTION SERVICES (NJDMHAS ANNEX A)

THE SOUTHWEST COUNCIL, INC.

Attachment C is meant to illustrate to you our county contract and contracting compliance requirements per NJ DMHAS's Annex A, the primary funding source for our County Addiction Office Services Funding. NJ DMHAS's Annex A (below in pertinent part) contains the required conditions which your agency must meet as a part of this contract as applicable. Any part will be regarded as applicable if there arises any question with/for the County's compliance with the NJDMHAS Grant funding. The county authority, contractor or subcontractor that provide direct services shall adhere to all contractual requirements stipulated herein.

ANNEX A (preamble) For County Contract and Subcontractors

Chapter 51 of the Public Laws, or P.L., of 1989 amended Chapter 531 of P.L 1983 that had established the Alcohol, Education, Rehabilitation and Enforcement Fund, or AEREF, as a non-lapsing, revolving fund "only [to] be distributed to the counties...pursuant to the formula set forth in section 5 of this [1983] act...to develop and implement an annual comprehensive plan for the treatment of alcoholics and drug abusers." Annex A establishes the requirements of a county government that seeks to receive an allotment of AEREF and state discretionary fund, or SDF, dollars. The requirements in the Annex A form a contract between the Division of Mental Health and Addiction Services, or DMHAS, and the applicant county. The county authority shall adhere to all Contractual requirements stipulated herein.

APPLICABLE SECTIONS OF ANNEX A

Section I - REQUIREMENTS OF THE COUNTY AUTHORITY

E. Annual Progress Reporting

1. The county authority shall report to DMHAS annually on the progress made towards implementing substance abuse prevention, early intervention, treatment and recovery support goals, objectives, strategic utilization of resources, and numbers of clients served. Progress reports shall be sent to the Director, Office of PREP in a format to be provided by same.

F. Additional Requirements of County Authority Participating In AEREF And SDF Program

4. Evidence-based Programming Requirement In calendar year 2016, the county shall move in the direction of using AEREF and SDF dollars to obtain and deploy evidence-based programs for all prevention, early intervention, treatment and recovery support services by the start of calendar year 2017.

I. Solicitations of Third Party Service Subcontracts

1. All treatment providers, without exception, shall be licensed by DHS-Office of Licensing to provide the contracted or subcontracted services at the time of entering into any contractual relationship with the county authority.
2. All contractors and subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* that establish standards for licensure of substance abuse treatment facilities.
3. All contractors and subcontractors and county-operated programs funded under this contract shall comply with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education, examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and alcohol addiction related disorders.
4. The county authority shall develop and maintain a formal process for soliciting, receiving and reviewing competitive proposals or bids on service subcontracts for all alcohol and drug abuse services required by the CCP and the corresponding County Comprehensive Alcohol and Drug Abuse Services contract. The county shall adhere to the DMHAS/DHS procurement rules. This shall include a process for:
 - a. public announcement of the availability of funds for alcohol and drug abuse services;
 - b. committee review by the LACADA of all competitive proposals/bids;
 - c. documentation of committee review and funding recommendations;
 - d. allocation of funds based on the DMHAS-approved CCP.
5. The County Authority shall forward a description of its bid solicitation and selection process, including the calendar for all steps in the process to DMHAS.
6. When transferring funds to any other municipal, state or county entity, there shall be an agreement such as an MOA that details the transfer of funds and the scope of services. The county authority will monitor those services as required for subcontracts.

J. Requirements To Obtain DMHAS Approval Of Subcontracts, MOAS, Or MOUS

1. The County Authority shall submit copies of all executed subcontracts or other third party service provision agreements, such as **Memoranda of Agreement (MOA) or Memoranda of Understanding (MOU)**, to the DMHAS Office of PREP **no later than April 15 of the contract year** for which services are being purchased.
2. Funds will not be released to the county for any services for which the executed subcontracts or agreements have not been submitted to, and approved by the DMHAS Office of PREP.
3. New Jersey DMHAS will not honor any county request for reimbursement of services rendered by any third party service provider unless and until the county's agreement with said third party service provider has been approved by the DMHAS Office of Planning, Research, Evaluation, and Prevention.
4. Expenditure reports requesting reimbursement for services provided without a DMHAS-approved subcontract or other written agreement will be returned to the county and will not be reimbursed.
5. The county authority shall ensure that the DMHAS Office of Planning, Research, Evaluation, and Prevention approves any and all subcontracts, MOAs, MOUs or any other instrument of agreement with each third party service provider prior to the service start date.

K. Fiscal Requirements

1. The county authority shall assure that all subcontracted third party service providers have been informed and apprised of the applicable Cost Principles governing subcontracts as appropriate under one or more of the following general categories:
 - a. State and Federal Governments
 - b. Non-profit Organizations
 - c. Educational Institutions
 - d. Hospitals
 - e. For Profit Organizations
2. The county authority shall maintain records of the county process for procuring any third party services. This process shall ensure that the county authority, or contractor, and any third party treatment service subcontractor are required to report admission, discharge, and other required data elements on the New Jersey Substance Abuse Monitoring System (NJSAMS).
3. The county authority shall monitor subcontractor performance to verify that services invoiced under this contract have been provided.

4. The county authority shall, in each quarter of the contract year, report the following items to DMHAS by entering into the expenditure report section of the county's PRAG the:
 - a. total cost of its direct service provision charged against this AEREF and SDF contract,
 - b. sum of service invoices it received from each subcontracted service provider,
 - c. total number of residents that it admitted to its direct service program and charged against the county AEREF and SDF account,
 - d. total number of residents each subcontracted service provider admitted to its care.
5. It shall be the county authority's responsibility to establish its own administrative procedure for collecting this fiscal data and entering it into the aforementioned PRAG on the correct line for each subcontractor in the "Quarterly Expenditure Report" section of the PRAG.
6. The county authority shall monitor all third-party expenditures and ensure that at a minimum an annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
7. "Payer of Last Resort" Requirement
The county authority as a direct service provider or as a purchaser of treatment services from third party providers shall verify that services funded with AEREF or SDF dollars are not reimbursable by other federal or state funding sources, including Medicaid, federal Block Grant or other special grant dollars or budgeted state or fee-for-service contracts, or by private insurance. Any discrepancies discovered via county monitoring must to be reported to the DMHAS Director, Office of PREP.
8. Program Monitoring Requirement
 - A. The county authority shall monitor all third-party expenditures and ensure that at a minimum:
 - 1) An annual financial and compliance audit is conducted and submitted to the DMHAS Office of PREP no later than 120 days after the expiration of the contract term.
 - 2) An annual on-site programmatic and fiscal records review is conducted to ensure that adequate programmatic and financial controls are in place and that the agency is in compliance with the terms and conditions of the prime contract as it relates to specific requirements contained in Annexes A and C of this contract.
 - B. The county authority shall conduct annual site visits:
 - 1) using the DMHAS Annual Site Visit Monitoring Review Form, or another monitoring instrument approved by the DMHAS Director, Office of PREP.
 - 2) Copies of the completed site visit monitoring review forms are to be submitted to the DMHAS Director, Office of PREP within 30 days of report completion.
 - 3) Copies of the reports are to be retained in the County Alcohol and Drug Abuse Director's office for at least three (3) years;

- C. The county authority shall conduct additional programmatic reviews of subcontractors if one or more of the indicators listed below become evident. Copies of additional programmatic reviews are to be submitted to the DMHAS Director, Office of PREP within 30 days:
- 1) non-compliance with timely submission of quarterly progress or financial reports;
 - 2) underutilization of service levels, as agreed to in the subcontract;
 - 3) unqualified additions staff, or a lack of continuing education plans for direct service staff, as stated in the subcontract;
 - 4) unmet corrective action plan from previous monitoring cycle;
 - 5) negative community or client feedback.
- D. When requested, programmatic review of subcontractors is to include cooperation and collaboration with the DMHAS Director, Office of PREP.
- E. The county authority shall notify the DMHAS Director, Office of PREP of scheduled trainings or technical assistance sessions offered to subcontractors.
- F. The county authority shall require all subcontracted treatment providers to submit monthly rosters of all clients receiving services under this contract to the county authority using the DMHAS approved roster form. The county authority shall maintain these rosters on file.
- G. Subcontracting for treatment services outside of the State of New Jersey is prohibited without prior written approval from the DMHAS Deputy Director. Requests for waivers must be in writing and demonstrate that services cannot be procured within the state of New Jersey. Out-of-state agencies must have appropriate licensure and accreditations, be accessible to county clients, and supply required programmatic and financial reports. Waiver request must be submitted to the DMHAS Director of PREP prior to executing any contracts with out-of-state provider agencies and no less than one month prior to the DMHAS contract application due date. If out-of-state waivers are granted by the DMHAS, all subcontracting requirements apply.
- H. The county authority, if providing direct services, and subcontracted service providers shall notify the CADAD of any changes in replacing key Personnel including the Executive Director, Medical Director and/or Director of Substance Abuse Counseling funded under or performing duties related to this contract, and to notify DMHAS Director, Office of PREP of any such changes as required by *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*

Section III

A. County Authorities Provide Services Directly (Either County Contractee With NJ-DMHAS) And/Or Through Sub-Grantees

1. The county contractee and subcontractee shall comply with the programmatic and fiscal terms and conditions described and approved by the DMHAS and/or the county, as applicable, in its contract (subcontract) application, and any other standards or special terms or conditions noted in the contract (subcontract) award. Failure to carry out the program as described in the approved application may result in suspension, termination and/or ineligibility for future funding.
2. The county contractee and subcontractee shall comply with the electronic security and privacy standards set forth under the *Health Insurance Portability and Accountability Act of 1996 (HIPAA)* and shall adhere to the standards prescribed by the *Confidentiality of Alcohol and Drug Abuse Patient Records*, (42 CFR, Part 2). Client records must be maintained for a minimum of 10 years in accordance with *N.J.S.A. 26:8-5 et seq.* and disposed of in the manner prescribed therein. Information obtained from NJSAMS will be made public only as aggregate data which cannot be used to identify any person receiving substance abuse treatment.
3. The county contractee and subcontractee shall accurately complete the NJSAMS modules, including admission and discharge screens, within three (3) days post admission and three (3) days post discharge for any new or continuing care client who is changing level of care placement. The NJSAMS discharge screens must be completed for all clients who have completed treatment at the level of care determined at treatment admission whether the client has completed the treatment plan or not.
4. The county contractee and subcontractee shall ensure that all services provided will be documented and maintained in individual client files.
5. The county contractee and subcontractee shall ensure that all clinical and fiscal program records for the current and most recent two (2) contract periods are maintained on-site in the administrative or clinical office, and can be accessed from NJSAMS for client records reported in NJSAMS.
6. The county contractee and subcontractee shall retain, for a period of no less than three (3) years, records of all expenditures for equipment, software, labor and service costs associated with NJSAMS reporting requirement compliance under this contract (subcontract).
7. The county contractee and subcontractee shall comply with regulations at *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C.10:161B-1 et seq.* that establish standards for outpatient and residential licensure of substance abuse treatment facilities.

8. The county contractee and subcontractee shall provide all services under this contract (subcontract) in a smoke-free environment.
9. The county contractee and subcontractee is prohibited from distributing hypodermic needles or syringes, e.g., implementing a "needle exchange" program under this contract (subcontract.)
10. The county contractee and subcontractee shall ensure, in so far as possible, that written inter-agency affiliation agreements with other agencies are established, maintained and annually updated to support the referral of clients who have special needs or require ancillary services.
11. The county contractee and subcontractee shall ensure, in so far as possible, that written inter-agency affiliation agreements with community-based providers of mental health services are established, maintained and annually updated to support the referral of clients who have co-occurring mental health treatment needs to a licensed provider capable of, at a minimum, clinical assessment, medication prescription and management on an outpatient basis. Obstacles to such affiliation agreements shall not limit the eligibility of the county contractee and subcontractee to serve as a substance abuse treatment provider but must be reported to the DMHAS Director, Office of PREP for assistance.

B. Fiscal

1. The county contractee and subcontractee shall accurately complete and submit, according to instructions and timeframes provided, all reports as required by the contracting agency, including but not limited to contract expenditure, progress and closeout reports. Counties providing direct services must submit a complete roster of all active clients to the DMHAS Office of Quality Assurance on a monthly basis on the DMHAS-approved roster form. This should be submitted to DMHAS within five (5) working days of the end of the month.
2. The county contractee and subcontractee shall disclose to its governing body all related party transactions (i.e., purchase of goods or services by the contractee/subcontractee including building or vehicle leasing) of employees, governing Board members and/or their families, and maintain a record of the disclosure(s) on the premises for DMHAS and/or county review, as applicable. In order to avoid potential conflicts of interest, all transactions of related parties must be addressed in the agency audit.
3. The county contractee shall provide staff, facilities, equipment and supplies as needed to efficiently, economically and effectively satisfy the requirements of this contract.
4. The county contractee and subcontractee agency shall develop and maintain written policies and procedures which ensure the proper administrative controls for this contract (subcontract). Copies should be placed in a policy manual for easy access and review. The content of this manual should include protocols for communications with the governing body, and policies relating to internal controls, procurement, travel and personnel.
5. The county contractee and subcontractee shall ensure that funds made available under this contact (subcontract) will not be used to supplant other funding.

6. The county contractee and subcontractee must ensure that funds made available under this contract (subcontract) will not be used for sectarian instruction and/or purposes.
7. The county contractee and subcontractee shall ensure that reimbursement for substance abuse treatment and/or recovery support services rendered to clients who meet DMHAS income and edibility requirements utilize the following terms and conditions:
 - a. The contractee shall ensure that these funds are utilized for the provision of services to clients who meet criteria for DMHAS publicly-funded services as outlined in the DMHAS Income Eligibility Policy TS-2-22-2010.
 - 1) The contractee shall not discharge clients in order to receive alternate clients at higher reimbursement rate.
 - 2) The program shall use the Division of Addiction Services Income Eligibility (DASIE) module to determine client eligibility for both fiscal and programmatic criteria.
 - 3) A signed copy of the DMHAS Income Eligibility Report must be kept in each individual client's file.
 - 4) The contractee shall ensure that funds made available under this agreement will not be used to supplant other funding.
 - 5) Attempts shall be made to obtain reimbursement from the client's health insurance company and ensure that there is no other payer, public or private, for the patient before and when utilizing DMHAS funding.
 - 6) When a client has other health insurance, such benefits must be used first and to the fullest extent before utilizing DMHAS funding.
 - 7) DAS funding may not be utilized for insurance co-pays.
 - b. The contractee cannot bill Medicaid or the Substance Abuse Initiative (SAI) for the same service provided on the same day.
 - c. The contractee must have a Client Sliding Fee Scale policy and procedure approved by the Board, unless no additional fees beyond the DMHAS funding amount are charged to clients. The sliding fee scale must start at "zero." A copy of the Client Sliding Fee Scale Policy and Procedure, including the Fee Schedule, must be submitted to the county for approval as part of the contract application.
 - d. The county authority may engage subcontracted service providers in single-year, annually-renewable sub-contracts in all but the final year of a planning cycle. The county authority may not enter into subcontracts with any service provider beyond the final year of any planning cycle. Contract renewal must be contingent upon (1) the county authority's evaluation of provider performance in meeting one or more stated objectives of the original or modified CCP and, therefore, (2) the continued relevance of the service provided to the implementation of the CCP.

C. Staffing

1. The county contractee and subcontractee shall ensure that all personnel hired and/or funded under this contract meet all educational and experiential requirements as stated in this contract including compliance with regulations at *N.J.A.C. 13:34C-1 et seq.* that establish minimum acceptable standards of education examination, experience, ethics and competent practice to encourage and promote quality treatment and rehabilitation for clients presenting with drug and/or alcohol addiction related disorders.
2. The county authority shall make professional planning education, substance abuse training and technical assistance opportunities available to county employees involved in County Plan development and service provision, and to the LACADA members.
3. The county contractee and subcontractee shall ensure that all staff members funded under this contract and subcontract, are available on-site during scheduled working hours unless attending off-site meetings, conferences, etc. which are directly related to contract (subcontract) operations. Staff schedules must be maintained and available for review.
4. The county contractee and subcontractee, in providing direct treatment services, shall designate the following personnel:
 - a. Experienced staff person(s) for all agencies treating youth, or women and their dependent children to assess issues relating to potential child abuse and neglect, and to serve as liaison with the local Division of Youth and Family Services (DYFS) or other appropriate agencies;
 - b. Staff person(s) to coordinate or provide cultural competence sensitivity skills training annually to all staff; and
 - c. Appropriate staff person(s) to attend training sessions provided or sponsored by DMHAS on the Addiction Severity Index (ASI), American Society of Addiction Medicine Patient Placement Criteria 2-R (ASAMPPC-2R). HIV counseling and testing, and other training sessions are required by DMHAS.

D. Criminal Background Checks

1. The county contractee and subcontractee shall ensure that full state-level criminal background checks are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with clients to provide any treatment, prevention, and recovery support services, including transportation, funded under this contract.
2. The county contractee and subcontractee shall ensure that full state-level background checks supported by fingerprints are initiated at the time of employment for all employees, staff, volunteers, interns and any other subcontractees or service providers who routinely interact with adolescent clients or minor children to provide treatment, prevention, and recovery support services, including transportation and childcare, funded under this contract.

3. The county contractee and subcontractee shall ensure that documentation of completed background checks are maintained in staff personnel files.
4. The county contractee and subcontractee providing direct client services may use DMHAS contract funds to support the cost of required criminal background checks. The county authority shall submit with the final expenditure report for this contract year a listing of related costs. The county authority may opt to cost-share the expense of required criminal background checks with its subcontractees.

E. Admissions Priority Criteria

1. The county contractee and subcontractee shall ensure that all individuals admitted to treatment are properly assessed, and meet the admission criteria outlined in the contractee(subcontractee) policy manual.
2. The county contractee and subcontractee shall maintain a written policy regarding priority for admissions. This policy shall be visibly posted in a visible location within the agency. The contractee (subcontractee) shall at all times grant admission to treatment for priority populations in the following order:
 - a. Injecting drug using pregnant women;
 - b. Pregnant women;
 - c. Injecting drug users;
 - d. all other alcohol and drug users.
3. If a county contractee and subcontractee is at full capacity and unable to admit an IVDU pregnant woman or pregnant woman presenting for admission, it shall immediately refer the individual to another facility or make interim services available within 48 hours. At a minimum, interim services include counseling and education about:
 - a. HIV and Tuberculosis (TB),
 - b. risks of needle-sharing for both acquiring and transmitting HIV infection to sexual partners and infants;
 - c. steps to take to ensure that HIV and TB transmission does not occur,
 - d. referral for HIV or TB treatment services
 - e. effects of alcohol and drug use on the fetus
 - f. referral for prenatal care

F. Clinical Services and Records

1. The county contractee and subcontractee shall ensure that treatment services under this contract (subcontract) are provided in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.*
2. The county contractee and subcontractee shall maintain an adequate client record system for all services provided under this contract in accordance with all applicable licensure and contractual requirements. This record system shall be available for review and include but not be limited to:
 - a. Adequate documentation to support first-and third-party billings, including eligibility for cost sharing and Medicaid reimbursement;

- b. Client assessment using the ASI;
 - c. Documentation of client level of care determination according to the ASAMPPC2-R; DSM IV-TR diagnosis;
 - d. Household income assessment using the DMHASIE;
 - e. Physical examination/medical assessment, including TB testing as required by regulation;
 - f. Treatment plan with specific goals and measurable objectives, reviewed and updated as clinically indicated and no less frequently than required by regulation;
 - g. Tobacco use identified and addressed in the client's treatment plan;
 - h. Individual and group counseling and progress notes;
 - i. Education/didactic session notes;
 - j. Acknowledgment of HIV counseling and testing authorization signed by client;
 - k. Attendance sheet signed by client;
 - l. Discharge/Continuum of Care plan.
 - m. NJSAMS modules, including admission and discharge screens;
 - n. Signed authorization(s) to allow transfer of the NJSAMS client record for all clients who are referred for continuing care to another substance abuse treatment provider.
3. The county contractee and subcontractee shall seek client approval to include the client's family and/or support system in the process for admission, treatment and discharge planning.
 4. The county contractee and subcontractee shall offer all clients HIV testing, including the mandatory pre-test and post-test counseling, either on-site or by means of referral for same.
 5. HIV testing must be offered at the time of admission and every six (6) months thereafter. HIV testing will not be required for admission to treatment; clients have the right to refuse it, but they should be strongly encouraged to be tested. Pre- and post-test counseling, testing or test refusal by a client shall be documented in the client record.
 6. The county contractee and subcontractee shall ensure that all clients testing positive for HIV, or who self-report as HIV positive, receive an initial referral for appropriate HIV medical treatment, and should be referred at least quarterly for a follow-up consultation. It is the responsibility of the Medical Director (or the Executive Director in the case where a program does not have a Medical Director) to ensure that clients receive referral to medical care for their HIV disease at an Early Intervention Program (EIP), HIV Care Center, or by a qualified physician selected by the client.
 7. The county contractee and subcontractee shall ensure that clients found to be unemployed at the time of intake will be referred for vocational testing to the Division of Vocational Rehabilitation (DVR), County One-Stop Employment Center or other appropriate agency. Client records must document referral and follow-up on all vocational referrals.

8. The county contractee and subcontractee shall maintain full utilization of services funded through this contract without exceeding any approved DMHAS licensed capacity, as applicable. Utilization must be demonstrated through the maintenance of an up-to-date DMHAS-approved roster of active clients which includes at a minimum the following data elements:
 - a. Client ID #
 - b. Date of Admission to Treatment
 - c. Discharge Date
 - d. Family Income
 - e. Family Size
 - f. Treatment Modality/Level of Care
 - g. Payer Source(s) e.g., DMHAS, County, Work First, Medicaid, Insurance, Self-pay,
 - h. Total number of days of service at this level of care

G. Clinical Supervision

1. The county contractee and subcontractee shall ensure that clinical supervision in accordance with regulations at *N.J.A.C. 13:34C-1 et seq.*, *N.J.A.C. 8:42A-1 et seq.* and *N.J.A.C. 10:161B-1 et seq.* is provided for all treatment services funded through this contract.
2. The county contractee and subcontractee shall ensure that all clinical supervision is documented and that such documentation includes, at a minimum, the type of supervision (individual or group), the date and length of session, name of supervisor and supervisee, de-identified notes on cases reviewed, and content of supervision including core functions and knowledge, skills, and abilities that are the focus of supervision.

Section IV- SOUTH JERSEY INITIATIVE

1. The county authority shall ensure that the funding designated on the Contract Information System (CIMS) in the DAS Service Type of Transportation Counties, aka "South Jersey Initiative (SJI)", shall be used to purchase transportation for clients who meet the DMHAS income eligibility criteria and the following:
 - 1) adolescents ages 13 through 18
 - 2) young adults ages 18 through 24
 - 3) A resident in one of the following counties: Atlantic, Camden, Cumberland, Gloucester, Cape May, Ocean and Salem

Section V-DETOXIFICATION

1. The county authority shall ensure that detoxification providers are to have the applicable license (Department of Health and Senior Services license for hospital-based sub-acute care detoxification services; Department of Human Services, DMHAS license for substance abuse treatment facilities providing sub-acute detoxification services) to operate a detoxification program on or before the effective date of the county contract/subcontract.

2. The county contractee and subcontractee shall ensure that funding designated on the CIMS, in the categories of **“Special Appropriation, Detoxification”** and **“Supplemental, Detoxification”** shall not be used to offset or supplant other current funding allocations for detoxification services, but rather, it shall be used for enhancement or expansion of existing sub-acute detoxification services.
3. This funding shall also be used to ensure that the following quality assurance standards are met in accordance with this contract:
 - a. Clients must have access to detoxification services 24 hours per day, seven (7) days per week.
 - b. The detoxification programs must document clinical necessity for the services provided in the client file, including:
 - 1) completed ASI;
 - 2) evidence-based withdrawal risk assessment tools such as the Clinical Institute Withdrawal Assessment (CIWA), Clinical Institute Narcotic Assessment Scale for Withdrawal Symptoms (CINA), Clinical Opiate Withdrawal Scale(COWS), etc.
 - 3) completed NJSAMS admission and discharge forms.
 - c. Client’s yearly limits for detox are as follows:
 - 1) Level IV.D is 15 days per calendar year
 - 2) Level III.7D is 25 days per calendar year
 - d. The detoxification allocations are for sub-acute ASAM PPC-2R Level III.7D or Level III.7DE enhanced sub-acute detoxification services. The DMHAS will allow expanded use of detoxification funds for residential care under the following conditions:
 - 1) one or more patients has completed sub-acute detoxification and is seeking residential care,
 - 2) county allocation for residential care has been exhausted, and the annual allocation for residential care has been equal to or above the previous year’s allocation
 - 3) the county submits a written request to the DMHAS Office of PREP for approval to use detoxification funds for residential services.
 - e. A maximum of ten percent (10%) of the supplemental allocation may be used to transport indigent clients to detoxification programs, or, following completion of detoxification, to rehabilitative treatment.
9. The county contractee and subcontractee shall understand that detoxification of adolescents (<18 years of age) is permitted based on clinical necessity. Clinical necessity shall be clearly documented in the client’s file. Household income guidelines also apply to adolescents. Programs admitting adolescents must comply with all laws and regulations applicable to adolescent consent and authorization for service.
10. The county contractee and subcontractee shall ensure that funding supports services for ASAM PPC-2R Level III.7D or Level III.7DE detoxification. The services may be hospital-based or non- hospital based.

11. The county contractee and subcontractee shall ensure that clients receiving detoxification services are to be connected to continuum of care treatment services to ensure appropriate linkage and reduce recidivism. Contracts can be structured to incentivize provider agencies to ensure that detox clients are transitioned to the next level of care. Incentives shall be allowed with prior written approval from DMHAS Director, Office of PREP.
12. The contractee and subcontractee shall ensure that client treatment plans address continuing care needs, along with a client agreement to ongoing treatment, upon admission to a detoxification program.
13. The contractee and subcontractee shall ensure that formal, written affiliation agreements, for emergency services and other levels of detoxification or crisis care, are in place and maintained on file.
14. The contractee and subcontractee shall make arrangements for, and document referral and transfer of, clients with medical complications. Triage to other services shall be performed on all clients admitted for detoxification services.
15. The contractee and subcontractee shall ensure that protocols are to be in place to serve special populations such as pregnant women, non-English speaking persons, and persons with physical, sensory, developmental and/or cognitive disabilities.
16. The county authority planning to avail its residents of ambulatory detoxification services shall obtain prior written approval from the DMHAS Director, Office of PREP. All such written requests will be made on a county-by-county basis.