



pennsylvania

DEPARTMENT OF DRUG AND
ALCOHOL PROGRAMS

OPERATIONS MANUAL

July 1, 2020 – June 30, 2025

Effective 7-1-2020

OPERATIONS MANUAL

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DDAP Operations Manual

PURPOSE OF THE MANUAL

The Department of Drug and Alcohol Programs (DDAP) developed this Operations Manual to set forth the requirements for a Single County Authority (SCA) under the Grant Agreement between DDAP and the SCAs. The applicable regulations are at 4 Pa. Code, Part XI, Chapters 254, 256, 257 and 267..

The SCA Grant Agreement takes precedence over the Prevention, Case Management and Clinical Services, Fiscal, and Operations Manuals, issued by DDAP, unless otherwise specified by DDAP or the Commonwealth, such as in Policy Bulletins or Management Directives. The Grant Agreement and DDAP Manuals are accessible at www.ddap.pa.gov. In addition, it may be necessary to issue temporary instructions, which will take precedence over material in this Manual. Any temporary instructions will clearly state the exception and include an expiration date.

PART ONE: ORGANIZATION AND STRUCTURE OF SCAS

In order to receive State and Federal administrative, treatment, and prevention funding, counties are required to designate an agency to function as the SCA that is responsible for program planning and the administration of State- and Federally-funded grant agreements. This includes the delivery and oversight of prevention; intervention/treatment; and treatment-related services pertaining to substance use and problem gambling disorders. If the county chooses to relinquish oversight of these functions, DDAP will select and contract with an Independent Commission.

Some of the Commonwealth's 67 counties have opted to share administrative costs by creating multi-county administrative units called “joinders.” If the counties cannot agree on which option to implement, each county shall have one vote. In the case of a tie, the decision of the county with the largest population shall prevail. Any joinder arrangement must be approved by DDAP, and no county which has entered into a joinder may withdraw from such joinder without prior approval of DDAP. If the participating counties decide to end the joinder agreement, each county gives up its oversight of drug and alcohol services. DDAP will enter into a grant agreement directly with a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 et seq., for services in the geographic regions previously served by the joinder.

DDAP oversees the network of SCAs and performs central planning, management, and monitoring duties at the State level, while the SCAs provide planning and administrative oversight for the provision of substance use and problem gambling disorders at the local level. DDAP provides State and Federal funding to SCAs through grant agreements. SCAs may provide services either directly or by contract with private entities.

1.01 Four types of SCAs authorized:

- A. **Planning Council** – In a planning council, the SCA Administrator is appointed to fulfill the responsibilities of DDAP’s grant agreement with the County and is supervised by the Mental Health/Intellectual Disabilities Administrator. Structurally, the SCA is a branch of county government and the SCA Administrator and staff are employees of the county. Under this option, DDAP enters into a Grant Agreement with the County Board of Commissioners or County Executive to approve contracts, purchase services, and disburse funds for substance use and problem gambling services.
- B. **Public Executive Commission** – In the public executive organizational model, the SCA Administrator is appointed to fulfill the responsibilities of DDAP’s grant agreement with the County and is supervised by the County Commissioners directly or their designee employed by the County. Structurally, the SCA is a branch of county government and the SCA Administrator and staff are employees of the county. Under this option, DDAP enters into a grant agreement with the County Board of Commissioners or County Executive. The County maintains the SCA as a separate department within county government whose sole responsibility is the administration and delivery of substance use and problem gambling prevention; intervention/treatment and treatment-related services.

- C. **Private Executive Commission** – Under this option, DDAP enters into a grant agreement with the County Board of Commissioners or County Executive. The County then identifies a non-profit community organization formed in accordance with the Pennsylvania Non-profit Corporation Law whose sole responsibility is the administration and delivery of substance use and problem gambling prevention; intervention/treatment and treatment-related services. These responsibilities are delegated to the organization by contract.

The governing board of the non-profit organization contracted by the County Commissioners organizes and hires the SCA staff to fulfill the responsibilities of DDAP's grant agreement with the County. The SCA Administrator is appointed to manage day-to-day operations of the grant agreement and is supervised by the Governing Board. As such, the SCA Administrator and staff are employees of the corporation.

- D. **Independent Commission** – Under this option, DDAP enters into a grant agreement directly with a non-profit community organization formed in accordance with the Pennsylvania Non-profit Corporation Law whose sole responsibility is the administration and delivery of substance use and problem gambling prevention; intervention/treatment and treatment-related services. The corporation's governing board has the sole responsibility for the administration and delivery of substance use and problem gambling prevention; intervention; treatment; and treatment-related services, to include case management. The SCA is an agency organized or hired by the governing board to fulfill the responsibilities of DDAP's contract with the corporation; the SCA Administrator is appointed to manage the day-to-day operations of the grant agreement and is supervised by the governing board. As such, the SCA Administrator and staff are employees of the corporation.

1.02 Procedures for SCA Option Change

A. If the county elects to change options or relinquish oversight, it must send a written request to the SCA's Project Officer in the DDAP County Program Oversight Section (Project Officer) following the prescribed protocols:

1) If the SCA is presently a Planning Council model and the County requests a change to:

(a) Public Executive Commission

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will review the request and respond with an approval or disapproval.

(b) Private Executive Commission

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will review the request and respond with an initial approval or disapproval. If DDAP initially approves the change, the County must identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law to become the SCA and submit a transition plan. DDAP will review the transition plan and, if it is approved, will work with the County on implementation. DDAP may approve or require adjustments to the plan until implementation is complete.

(c) Independent Commission

The County must submit a letter requesting to relinquish oversight of drug and alcohol services to include an effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law.

2) If the SCA is presently a Public Executive Commission model and the County requests a change to:

(a) Planning Council

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must

sign the request. DDAP will review the request and respond with an approval or disapproval.

(b) Private Executive Commission

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will review the request and respond with an initial approval or disapproval. If DDAP initially approves the change, the County must identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law to become the SCA and submit a transition plan. DDAP will review the transition plan and, if it is approved, will work with the County on implementation. DDAP may approve or require adjustments to the plan until implementation is complete.

(c) Independent Commission

The County must submit a letter requesting to relinquish oversight of drug and alcohol services to include an effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law.

3) If the SCA is presently a Private Executive Commission model and the County requests a change to:

(a) Planning Council

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will review the request and respond with an initial approval or disapproval. Before the option change can be implemented, the county must submit a transition plan. DDAP will review the transition plan and, if it is approved, will work with the County on implementation. DDAP may approve or require adjustments to the plan until implementation is complete.

(b) Public Executive Commission

The County must submit a letter containing the rationale and proposed effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will review the request and respond with an initial approval or disapproval. Before the option change can be implemented, the

county must submit a transition plan. DDAP will review the transition plan and, if it is approved, will work with the County on implementation. DDAP may approve or require adjustments to the plan until implementation is complete.

(c) Independent Commission

The County must submit a letter requesting to relinquish oversight of drug and alcohol services to include an effective date of the change. The County Commissioners, County Executive, or another individual with authority must submit the request. If the SCA is a joinder, representatives from all participating counties must sign the request. DDAP will identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law.

PART TWO: COUNTY OR CORPORATION RESPONSIBILITIES

2.01 The County or Corporation shall:

- A. Agree to comply with the requirements of the grant agreement. Regardless of whether the County or Corporation designates its authority to enter into contractual agreements, the County or Corporation maintains ultimate responsibility for the execution and performance of all agreements between the County or Corporation and providers of service.
- B. Appoint a full-time SCA Administrator whose sole responsibility is to manage the day-to-day operations of the SCA.
 - 1) In the event of a vacancy, the Grantee must give written notice to its Project Officer within 30 days of the vacancy and must identify the Acting SCA Administrator. The Acting SCA Administrator may serve for up to 180 days. The Grantee must update all contact information in the applicable DDAP data systems.
 - 2) The Grantee must give written notice to the Project Officer within 30 days of learning of an extended absence by the Administrator and must identify the Acting SCA Administrator. The Grantee must update all contact information in the applicable DDAP data systems.
- C. Appoint an advisory council or commission in accordance with 4 Pa. Code § 254.5-254.8. The Governing Board may function as the advisory council or commission.

PART THREE: RESERVED

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PART FOUR: SCA RESPONSIBILITIES**4.01 The SCA shall perform the following duties, which are considered to be part of Activity Code 5100 – Administration, as defined in the DDAP Fiscal Manual:**

- A. Assess the geographic area’s need for treatment services in accordance with the Case Management & Clinical Services Manual;
- B. Assess the geographic area’s need for prevention services in accordance with the Prevention Manual;
- C. Manage and allocate resources to meet identified needs;
- D. Provide for a full array of prevention, intervention, treatment, and treatment-related services, directly or through contract, as further defined below and based on the availability of funding.
 - 1) The SCA may deliver prevention and early intervention services directly or by contract with a service provider.
 - 2) Only appropriately licensed providers may deliver treatment services.
 - 3) The SCA must obtain both the applicable license and an approval under Part 5 of this Manual in order to provide direct treatment services.
 - 4) The SCA must ensure that services are coordinated and tracked for all individuals whose treatment is paid for by the SCA.
 - 5) The SCA must contract with at least two providers for each service activity within the full continuum of care. The SCA must develop a provider network that has capacity to meet the full continuum of care either within or near its geographical area. An SCA that provides treatment services directly must also secure at least one additional provider for each service activity on the treatment continuum. The full continuum of care shall include the following services:
 - (a) Early Intervention (adult, adolescent);
 - (b) Outpatient (adult, adolescent);
 - (c) Intensive Outpatient (adult, adolescent);
 - (d) Partial Hospitalization (adult, adolescent);
 - (e) Clinically Managed Low-Intensity Residential Services / Halfway House (adult, adolescent);
 - (f) Medically Monitored Inpatient Withdrawal Management (adult);
 - (g) Clinically Managed High-Intensity Residential Services (adult);
 - (h) Clinically Managed Medium Intensity Residential Services (adolescent);
 - (i) Medically Monitored Intensive Inpatient Services (adult);

- (j) Medically Managed Intensive Inpatient Withdrawal Management
- (k) Medically Managed Intensive Inpatient Services
- E. Maintain at least two contracts for the provision of medication assisted treatment. The SCA and its contracted providers must refer individuals for Medication-Assisted Treatment (MAT) as indicated by the ASAM Criteria, 2013.
- F. Maintain contracts with at least two licensed residential treatment providers that will admit women with their children and treat the family as a unit.
- G. Ensure all individuals for whom transportation is a barrier to treatment are provided with options for access to treatment.
- H. Provide or arrange for services that are respectful of and responsive to cultural and linguistic needs, cultural health beliefs and practices, preferred languages, health literacy levels and other communication needs.
- I. Provide DDAP's Treatment Division with protocols for the hotline operator to refer individuals for emergency care withdrawal management and level of care assessments. The SCA must provide any changes to the protocols to DDAP within 24 hours of the change.
- J. Evaluate the effectiveness of the provision of services;
- K. Coordinate with other agencies, e.g. county agencies and offices to include human services, courts, etc. to ensure adequate services are available to meet client needs.
- L. Ensure that all employees sign a statement that all information acquired through their employment duties will be kept confidential. The statement must delineate disciplinary action if confidentiality is breached. Staff that perform and supervise case management and treatment services who verify receipt of a confidentiality policy in writing are not required to sign this confidentiality statement.
- M. Ensure that all contracted in-state treatment providers are licensed by DDAP's Division of Program Licensure. Out-of-state treatment providers must be licensed or approved by the appropriate agency in the state where they are located.
- N. Ensure that all contracted out-of-state prevention, intervention, and treatment-related providers are licensed or approved, if required by state where they are located.
- O. Comply with all applicable State and Federal regulations and laws.
- P. Ensure that contracted drug and alcohol service providers make continuing education available to employees of the provider.
- Q. Attend and make available key SCA or provider staff for site visits as scheduled by DDAP.
- R. Complete reports as outlined by DDAP. Only request extensions from DDAP, in writing, no less than five days prior to the due date when reporting timeframes cannot be met by the SCA.

PART FIVE: FUNCTIONAL TREATMENT UNIT REQUIREMENTS

5.01 Functional Treatment Unit Requirements

- A. SCAs that do not have prior approval from DDAP to provide treatment services must request permission from the Project Officer in writing. The request shall include:
- 1) A list of all contracted treatment providers and the treatment services they deliver. If the SCA does not contract with licensed treatment providers in its geographic area, the SCA must identify each licensed provider and state the reason why the SCA does not contract with the provider.
 - 2) An explanation why the SCA operates a functional treatment unit and how the current treatment provider network is inadequate to meet the needs of residents.
 - 3) Operational information to include:
 - (a) Current roster of personnel
 - (b) An organizational chart for the entire SCA by job position or classification
 - (c) An organizational chart for the functional treatment unit including all full-time and part-time staff by position or classification. The SCA must assign a percentage of time that each position associated with the functional treatment spends on those functions. For example, the SCA must indicate percentage of the SCA Administrator's time spent overseeing the functional treatment unit.
 - (d) The process for assessing level of care and referring for treatment services to ensure appropriate placement and client choice of providers.
 - (e) If, within the past two years, the SCA's contracted providers had a waiting list for admission to a treatment service that will be provided by the functional unit longer than the requirements in DDAP's Case Management and Clinical Services Manual, the number of clients who waited for admission and the average wait time.
 - (f) The rate charged for out-of-county or insured clients, including those covered by Medicaid, for each of the activities to be delivered by the functional treatment unit and the process to determine the rate. The process must include a budget and cost allocation plan that consider the licensed client capacity.
 - (g) The SCA's plan to address reimbursement for cost overruns.

PART SIX: SCA PERSONNEL OPERATIONS

6.01 Personnel Transaction Requirements

- A. **Compensation Plan** - Each SCA must have a compensation plan in place for all employees that must be available for review by DDAP upon request. The compensation plan must include a salary chart and schedule identifying all classifications and salary ranges, benefits, and cost of living adjustments. The plan must be approved by the County or Governing Board. DDAP funds can only be used for employee salaries and benefits up to the maximum level for the classification in the Commonwealth's Allowable Reimbursement Maximums. DDAP funds cannot be used for any one time payment to employees for any reason, including performance or merit. The SCA must receive approval from DDAP for all compensation beyond an employee's base salary before using any DDAP funds.
- B. **Job Description** - Each employee must have a job description that contains the employee's name, job title, and work hours. If the SCA uses a merit system separate from the State Civil Service Commission (SCSC), a document must be provided that crosswalks the job titles used for each position providing drug and alcohol administrative, fiscal, technical, clerical, and program responsibilities with the related SCSC classification. The job description must describe the actual duties performed and the specific responsibilities assigned to the employee.
- C. **Personnel Policies and Procedures** - The SCA must maintain written policies and procedures for leave usage, holidays, retirement, employee benefits, annual performance evaluations, and operating procedures. The policies and procedures must be available to all employees at each work site.
- D. **Organizational Chart** - The Grantee must maintain an organizational chart of all positions, both DDAP-funded and non-DDAP funded, which must be available for review by DDAP upon request.

PART SEVEN: CONTRACTING WITH PROVIDERS

7.01 Delivery of Goods and Services

- A. Contractors are entities engaged by the SCA to provide goods or services. All contracts using funds received under an agreement with the SCA shall be signed and dated by all necessary parties prior to payment for services rendered or goods purchased. DDAP reserves the right to reject or to require modification to any contract at any time.
- B. The SCA is responsible for the performance of the terms of the Grant Agreement between DDAP and the SCA, including the work performed by all contractors.
- C. All available sources of revenue must be exhausted prior to the expenditure of DDAP funds, unless otherwise permitted by DDAP. The SCA must contract with providers that are enrolled in the Medicaid program for recipients within their geographic area, either in the network of the managed care organization (MCO) responsible for Medicaid recipients within the county of residence or are as with the Department of Human Services under the fee-for-service program. If a contracted provider is not enrolled in the Medicaid program, the SCA must have written protocols in place to refer Medicaid-eligible clients to an enrolled Medicaid provider unless extenuating circumstances prevent such a referral or are deemed cost prohibitive due to the period the client would remain in treatment.
- D. If an SCA permits a contractor to subcontract for prevention, intervention, treatment, or treatment-related services pertaining to substance use and problem gambling disorders, the subcontract must contain all of DDAP's requirements as delineated in Section 7.04 of this Manual. The SCA must maintain copies of all subcontracts.

7.02 Fee-for-Service Treatment Rate Setting Process

- A. Rates for Medically Monitored Inpatient Withdrawal Management, Clinically Managed Low-Intensity Residential Services (Halfway House), Clinically Managed High-Intensity Residential Services (adult) and Clinically Managed Medium Intensity Residential Services (adolescent)

In setting payment rates for these services:

- 1) The SCA for the county in which the provider is geographically located must use the current version of the XYZ package to determine a rate for each provider of the treatment services listed above, whether or not the SCA contracts with the provider, unless the provider does not contract with any SCA. The XYZ package can be found on PACDAA's website, www.pacdaa.org.
- 2) The rate setting committee must include at least one SCA Administrator, an individual trained in the review of audits, and an SCA employee with a comprehensive understanding of the programmatic aspects of treatment.
- 3) If the SCA identifies errors in the the XYZ package, the SCA must offer technical assistance to the provider to resolve the issues.
- 4) If the XYZ package is completed correctly, the SCA must post the requested rate to DDAP's webpage.
- 5) When developing contracts for services, all SCAs must use either the rates posted on the DDAP's webpage or the SCA may use the rate paid by the contracting SCA's MCO to the provider.
- 6) The SCA and the provider shall resolve disputes concerning the establishment of a rate by:

- (a) Treatment Provider Appeal Process:

Level 1 Appeal: If a provider disagrees with the rate being offered by the SCA, the provider may submit a written appeal to the SCA explaining why the provider thinks the rate is incorrect or insufficient.

A committee consisting of the SCA and SCAs from the same regions shall hear the appeal and issue a determination of the rate.

Level 2 Appeal: If a provider disagrees with the results of the Level 1 appeal, the provider submit a written appeal to DDAP at RA-DABAPS@pa.gov. The request must include all relevant documentation and correspondence listed in section (c), below.

A committee consisting of DDAP's Deputy Secretary, DDAP's Division Director of Administration and Program Support Services, and DDAP's County Program Oversight staff (optional) shall hear the appeal and issue a determination of the rate. DDAP may request additional input from SCAs or other stakeholders.

(b) Single County Authority Appeal Process:

Appeal Action: If an SCA and a provider cannot agree on a non-hospital inpatient rate, the SCA may make a written request for final determination from DDAP at RA-DABAPS@pa.gov. The request must include all relevant documentation and correspondence listed in section (c), below.

A committee consisting of DDAP's Deputy Secretary, DDAP's Division Director of Administration and Program Support Services, and DDAP's County Program Oversight staff (optional) shall hear the appeal and issue a determination of the rate. DDAP may request additional input from SCAs or other stakeholders.

(c) Documentation for consideration of an appeal must include all materials submitted to the SCA review committee, including the XYZ package, and all correspondence between the SCA review committee and the provider related to the Level 1 Appeal. Providers may also submit any additional materials such as financial documents to support their request.

SCAs must provide justification for refusing to accept the rate proposed by a provider.

B. Outpatient, Intensive Outpatient, and Partial Hospitalization Rates

- 1) Rates that are not standardized for outpatient, intensive outpatient and partial hospitalization treatment providers in the SCA's geographic area must be negotiated and established based on a budget that defines staffing, operating, and fixed asset costs for the delivery of services.

7.03 Types of Contracts and Grants

The SCA may use fee-for-service or cost-reimbursement contracts for the delivery of prevention, intervention, and treatment-related services related to substance use and problem gambling disorders. Fee-for-service contracts must be used for treatment services, except as explained below. The SCA must have a contract for administrative services such as contracting and monitoring of being performed by a third party instead of the SCA.

In addition to contracts, SCAs may procure certain goods or services through standing orders, purchase orders, or invoices only, as defined in Section 8 of this Manual.

A. Fee-for-Service

- 1) In a fee-for-service contract, services are based on a unit cost and use one of the following methods:
 - (a) Unlimited Basis – The contract specifically defines the services to be delivered and contains a per unit cost but does not limit the total contract amount.
 - (b) Limited Basis – The contract specifically defines the services to be delivered and contains a per unit cost and the maximum total amount of the contract. If the actual unit need exceeds the total in the contract, the parties must revise the contract in order to pay for services above the total.
- 2) Any type of service can be paid for on a fee-for-service basis. All contracts for treatment services must be fee-for-service contracts, except:
 - (a) Start-up programming on a limited term not to exceed twelve months. Requests for this type of exception must be submitted to the SCA's Project Officer in DDAP's County Program Oversight Section. The request will be approved or disapproved by DDAP in writing and must be maintained on file by the SCA. Under no circumstance, can the SCA make payment to a provider prior to the delivery of services.
 - (b) Treatment services provided in a jail setting.
 - (c) Treatment services for family members of individuals with a substance use disorder.
- 3) Within 90 days of the end of the state fiscal year, the SCA must provide all contractors paid on a fee-for-service basis with an itemization of federal and state funds used. Federal sources must be identified by the Catalog of Federal Domestic Assistance (CFDA) number.
- 4) If the SCA permits a contractor to subcontract for prevention, intervention, treatment, or treatment-related services on a fee-for-service basis, the contractor must provide the SCA with a copy of the notification of the funding breakdown sent to the provider of services within 60 days of the end of the SCA's 12-month fiscal period. The breakdown must include an itemization of federal and state funds. Federal sources must be identified by the Catalog of Federal Domestic

Assistance (CFDA) number.

B. Cost-Reimbursement

- 1) Cost reimbursement contracts are based on an SCA-approved budget and work statement with specific deliverables. This type of contract may only be used for prevention, intervention (including early intervention as defined in ASAM Criteria), and treatment-related services.

7.04 Content of Contracts

A. **Content Requirements for All Contracts** – Pursuant to 2 CFR Part 200, SCAs must provide the following information regarding identification of federal awards to contractors at the time the contract is executed.

- 1) Subrecipient name (which must match registered name in Data Universal Numbering System [DUNS])
- 2) Subrecipient's DUNS number
- 3) Federal Award Identification Number (FAIN)
- 4) Federal Award Date
- 5) Subaward Period of Performance Start and End Date
- 6) Amount of Federal Funds obligated by this action
- 7) Amount of Federal Funds obligated to the subrecipient
- 8) Total Amount of the Federal Award
- 9) Federal Award Project Description
- 10) Name of Federal awarding agency
- 11) Name of Pass-Through entity
- 12) Contact Information for awarding official
- 13) Catalog of Federal Domestic Assistance (CFDA) Number and Name; the pass-through entity must identify the dollar amount made available under each Federal award and the CFDA number at time of disbursement
- 14) Identification of whether the award is for research and development
- 15) Indirect Cost Rate for the Federal Award

Both fee-for-service and cost-reimbursed contracts must include the components listed below. If the SCA allows a contractor to subcontract for services, the subcontract must also include these components.

- 1) A statement requiring compliance with the current Agreement between DDAP and the SCA and all applicable DDAP Manuals.
- 2) A statement requiring submission of timely, accurate, and complete reports according to DDAP's Report Schedule.
- 3) The terms and conditions regarding travel, lodging and subsistence rates as set forth in the most recent version of the Office of Administration's Management Directive 230.10. If the contractor cannot obtain the lodging rates set by the Management Directive, it may use the lowest price available through three telephone bids. If prevailing county travel policies provide for reimbursement of

travel, lodging, and subsistence costs at a lower rate than Management Directive 230.10, then the contractor must use the lower rate. If prevailing collective bargaining unit policies provide for reimbursement of these items at a different rate than the state or county rate, then the terms of the bargaining unit shall prevail. If the contractor attends a conference or training event where the hotel is the site of the event, then the reimbursement rate for lodging costs incurred for attendance at the event shall prevail over both the Management Directive rate and the county rate. When a contractor cannot secure lodging within the established lodging rate allowance, it may exceed the allowance but must provide written justification on the travel form (e.g., closest lodging facility to work site – next hotel 25 miles away; no rooms available at hotel with lowest rate; inclement weather; lateness of hour).

Subsistence payments are available only for overnight travel, except as specifically provided for in the Management Directive or labor agreements.

All employee travel reimbursement must be approved and signed by an executive, official or supervisor of the contractor. The contractor must maintain copies of all authorized expense reports for auditing purposes. These reports must be signed by the employee and must show the purpose of travel; departure and destination points; actual miles traveled each day; and expenses incurred, such as parking, meals, lodging and tolls. The contractor must retain copies of itemized receipts for travel and subsistence.

Reimbursement of subsistence costs incurred by the contractor are not flat allowances. Contractors may claim reimbursement only for funds actually expended.

Management Directive 230.10 is available at <https://www.oa.pa.gov/Policies/md/Documents/230-10.pdf>

- 4) A statement requiring the contractor to make all information obtained pursuant to services under contract available to DDAP and SCA immediately upon request. In the event that any local, state or federal funding agency conducts a site visit, the provider must ensure the availability of key staff.
- 5) DDAP Audit Requirements, Rev. 7/2020, and any subsequent revision.
- 6) The SCA shall include the following clauses verbatim into all contracts:
 - (a) On-Site Provider Monitoring – The Contractor agrees to permit on-site monitoring by the DDAP-assigned SCA for administrative and program performance. The Contractor will allow the SCA staff to access any information requested in order to verify adherence to this agreement. The Contractor will allow the SCA to monitor for all services provided on behalf of all SCAs who contract with the provider.
 - (b) Fee-Splitting – The Contractor agrees that no employee, board member, or representative of the Contractor, either personally or through an agent, shall solicit the referral of clients to any facility in a manner that offers or implies an offer of rebate to persons referring clients or other fee-splitting

inducements. No person or entity involved in the referral of clients may receive payment or other inducement by a facility or its representatives.

- (c) Federal Lobbying Certification and Disclosure Requirements whereby the Contractor certifies, to the best of Contractor's knowledge and belief, that:
- (d) No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 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.
- (e) 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, Contractor shall complete and submit Standard Form-LLL (<http://www.ddap.pa.gov>), "Disclosure of Lobbying Activities," in accordance with its instructions.
- (f) Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 making or entering into this transaction imposed under 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 such failure.
- (g) Persons or entities, at whatever tier, receiving more than \$100,000 in federal funds hereunder, shall promptly file the certification and any necessary lobbying disclosure forms with the tier providing the funding. That tier shall retain the certification but promptly file any lobbying disclosure forms with the next higher tier until such lobbying disclosure forms reach the federal funding source agency. There is an obligation to file an amended lobbying disclosure form and pass it from tier to tier whenever there is a material change to the original lobbying disclosure form. See 55 Federal Register 6736 - 6756 (February 26, 1990). Further general information may be obtained by telephoning the federal Office of Management and Budget at 202-395-3254.
- (h) Block grant prohibition provisions pursuant to the Federal SABG and in accordance with 42 U.S.C. Section 300x-31 and 45 CFR Section 96.135, whereby none of this contract's funds shall be used to:

- (i) Provide inpatient hospital services unless it is determined, in accordance with guidelines issued by the Secretary of Health and Human Services, that such treatment is a medical necessity for the individual involved. In exercising this exception, a physician must determine that the primary diagnosis of the individual is substance abuse; the services can be reasonably expected to improve the individual's condition or level of functioning; the individual cannot be effectively treated in a community-based, non-hospital, residential program of treatment; and the hospital's substance abuse program follows national standard of substance abuse professional practice. SABG funding may only be used under these circumstances only to the extent that the daily rate of payment provided to the hospitals for providing the services to the individual shall not exceed the comparable daily rate provided for community-based, non-hospital, residential programs of treatment for substance abuse; and that payment is only for services that are medically necessary, that is, only for those days that the patient cannot be safely treated in a residential, community-based program.
 - (ii) Make cash payments to intended recipients of health services;
 - (iii) Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling if provided for in the line item budget of this agreement) any building or other facility or purchase major medical equipment. (No minor equipment may be purchased unless the line item budget specifically provides for such purchase);
 - (iv) Satisfy any requirement for the expenditure of non-Federal funds as a condition for receipt of Federal funds;
 - (v) Provide financial assistance to any entity other than a public or non-profit private entity; or
 - (vi) Provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines in writing that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for AIDS.
- (i) The Contractor and all subcontractors shall comply with State law, Controlled Substance, Drug Device and Cosmetic Act, 35 P.S. Section 780-101 et seq., which prohibits providing individuals with hypodermic needles or syringes.
 - (j) Pro-Children Act of 1994 - The Contractor and all subcontractors shall agree to comply with the following certification required by P.L. 103-227 Sections 1041-1044, 20 U.S.C. Sections 6081-6084, also known as the Pro-Children Act of 1994, which 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 residences; portions of facilities used for inpatient hospital drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. 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.

- (k) The Contractor certifies that it will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act of 1994.
- (l) The Contractor agrees that it will require that the language of this certification be included in any subcontracts which contain provisions for children's services and that all subcontractors shall certify accordingly.
- (m) The Contractor further agrees that it will comply with, and require any subcontractors to comply with, the requirements of the Pro-Children Act of 1994 regardless of the source of funds for this contract.
- (n) Equal Employment Opportunity
 - (i) Contractor shall not discriminate against any employee, applicant for employment, independent contractor or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to insure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment, and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
 - (ii) Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
 - (iii) Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or

understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

- (iv) It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment, which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanction.
- (v) Where the practices of a union or training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
- (vi) Contractor shall comply with all State and Federal laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this Agreement or with any such laws, this Agreement may be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and other sanctions may be imposed and remedies invoked.
- (vii) Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by, the Department and the Office of Administration, Bureau of Affirmative Action, for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the Department or the Bureau of Affirmative Action.
- (viii) Contractor shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.
- (ix) Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

(o) Equal Opportunity for the Handicapped

- (i) The Contractor agrees to abide by Section 504 of the Rehabilitation Act of 1973, as amended (Public Law 93-112, 29 U.S.C. §794, as

amended) and implementing Federal regulations. The Contractor assures that any benefits, services, or employment, available through the Contractor to the public by way of this Agreement's funds, shall not be denied persons with handicaps who are otherwise qualified or eligible for the benefits, services, or employment available as a result of this Agreement.

- (ii) The Contractor shall be responsible for and agree to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of subparagraph 8 (a) above.

(p) Provisions Concerning the Americans with Disabilities Act

(q) During the term of this Agreement, the Contractor agrees as follows:

- (i) Pursuant to federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. §35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this Agreement or from activities provided for under this Agreement. As a condition of accepting and executing this Agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. §35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

(r) Culturally and Linguistically Appropriate Services (CLAS)

- (i) The contractor must provide services that are respectful of and responsive to cultural and linguistic needs, cultural health beliefs and practices, preferred languages, health literacy levels and other communication needs.

(s) Nondiscrimination/Sexual Harassment Clause

During the term of this Agreement, the Contractor agrees as follows:

- (i) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to

which the employment relates.

- (ii) The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
- (iii) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
- (iv) Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- (v) The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
- (vi) The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
- (vii) The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor, and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

- (viii) The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
- (ix) The Grantee’s and each subgrantee’s, contractor’s and subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- (x) The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

(t) **Medical Marijuana Prohibition**

- (i) The contractor cannot use federal funds directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 C.F.R. § 75.300(a) (requiring HHS to “ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements.”); 21 U.S.C. §§ 812(c)(10) and 841 (prohibiting the

possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under federal law.

B. Fee for Service Contract Content Requirements - All fee-for-service contracts must include the components listed below. If the SCA allows a contractor to further subcontract for services, a fee-for-service subcontract must include these components.

- 1) Names of the parties involved
- 2) The term of the contract
- 3) The type of service to be delivered, identified by the DDAP activity name or number. If the contract is for Activity 7200- Intervention, the contract must specify the type of intervention services to be delivered, e.g., outreach, early intervention, etc.
- 4) A definition for a unit of service
- 5) The rate of reimbursement per unit of service
- 6) For treatment activities, the populations to be served, e.g., adult, adolescent, pregnant women, Persons Who Inject Drugs
- 7) The maximum amount of a limited contract

C. Cost Reimbursement Contract Content Requirements - All cost-reimbursement contracts must include the components listed below. If the SCA allows a contractor to further subcontract for services, a cost-reimbursement subcontract must include these components.

- 1) Names of the parties involved
- 2) The term of the contract
- 3) The type of service to be delivered, identified by the DDAP' activity name or number. If the contract is for Activity 7200- Intervention, the contract must specify the type of intervention services to be delivered, e.g., outreach, early intervention, etc.
- 4) For treatment activities, the populations to be served, e.g., adult, adolescent, pregnant women, person who injects drugs
- 5) The cost of services to be rendered broken down by:
 - (a) a percentage breakdown of federal and state funds;
 - (b) a dollar amount breakdown of federal and state funds; or
 - (c) a functional or categorical breakdown of federal and state funds.

- 6) A work statement, to include:
 - (a) a precise statement of objectives stating what the SCA expects to gain or accomplish through the contract
 - (b) Measurable deliverables that contain:
 - (i) The estimated number of participants to be served,
 - (ii) The estimated number of units of service provided, and
 - (iii) The timeframe for completion of each deliverable,
- 7) A budget that specifies staffing, operating, and fixed asset costs for the delivery of services.
- 8) A description of the mechanism used by the SCA to ensure that the full amount of the contract is not paid until all deliverables have been completed.

7.05 Signature Requirements

These signature requirements apply to the Grant Agreement between the SCA and DDAP, and the contracts between the SCA and its contractors.

- A. The name) and titles of the individuals signing the agreement must be printed or typed in the appropriate place on the agreement.
- 1) Corporation, including Professional Corporations
 - (a) Two signatures are required: either the President or Vice President and either the Secretary, Assistant Secretary, Treasurer, or Assistant Treasurer of the Corporation must sign.
 - (b) If any other person has authority to execute agreements, a copy of the document conferring that authority must be attached to the agreement.
 - (c) All signatures must be accompanied by a date.

NOTE: Pennsylvania law requires a for-profit corporation to have a corporate designation such as "Inc.," "Corp.," "Co.," "Ltd.," or "P.C." as part of the corporate name. A not-for-profit corporation under Pennsylvania law might or might not have such a designation as part of the name. When reviewing the corporate name on the agreement, verify that the name is complete and correct. If a correction to the corporate name is made on the agreement, that correction must be initialed and dated by the same persons who sign the agreement.

- 2) Partnerships, including Limited Liability Partnerships (LLP)
 - (a) General Partnership – the agreement must be signed by a partner. The title line should indicate “Partner.”
 - (b) Limited Partnership – only a general partner is authorized to sign on behalf of the partnership. The title line should indicate “General Partner.”
 - (c) If the partner signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate partner.
 - (d) All signatures must be accompanied by a date.
- 3) Limited Liability Company (LLC)
 - (a) Member-Managed LLC – the agreement must be signed by a member. The title line should indicate “Member.”
 - (b) Manager-Managed LLC – the agreement must be signed by a manager. The title line should indicate “Manager.”
 - (c) If the member or manager signing is a corporate entity, corporation signature requirements above apply to the signature of the corporate member or manager.
 - (d) All signatures must be accompanied by a date.

- 4) Sole proprietorship
 - (a) The owner should sign the agreement. The title line may be left blank.
 - (b) All signatures must be accompanied by a date.
- 5) Doing Business As (D/B/A) or Trading As (T/A)
 - (a) Corporation operating under a fictitious name – the agreement must be signed according to the instructions provided under “Corporation.”
 - (b) Partnership operating under a fictitious name – the agreement must be signed according to the instructions under “Partnership.”
 - (c) LLC operating under a fictitious name – the agreement must be signed according to the instructions under “Limited Liability Company.”
 - (d) Sole proprietorship operating under a registered fictitious name – the agreement must be signed according to the instructions provided under "Sole Proprietorship.”
 - (e) The name must include the names of the persons or entities owning and registering the fictitious name, followed by the fictitious name.
 - (f) All signatures must be accompanied by a date.
 - (g) Examples include:

Sole Proprietorship	Partnership	Corporation
John Doe	John Doe and Jane Doe	Doe, Inc.
d/b/a The Coffee Shop	d/b/a The Coffee Shop	d/b/a The Coffee Shop

- 6) Counties
 - (a) For all counties except home rule charter counties, at least two of the three County Commissioners must sign the agreement, the the Chief Clerk must attest to the signatures, and the county seal must be affixed.
Home rule charter counties shall execute contracts in accordance with their charters, administrative codes, or as directed in writing by their solicitors.
- 7) Delegation of Signatory Authority for the SCA and its contractors
 - (a) If any other person has been given the authority to execute agreements a copy of the document conferring that authority must be attached to the agreement.

PART EIGHT: INVOICING AND PAYMENT

8.01 Payment to Providers

SCAs must follow the procedures below before making payment to providers for services. All available sources of revenue and income must be exhausted before using DDAP funds.

- A. The contractor must submit an invoice that specifies the total costs incurred for services rendered. No payment can be made to a provider in advance of the delivery of services.
- B. The SCA must have internal controls to ensure that payments are being made in accordance with DDAP and Generally Accepted Accounting Principles requirements.
- C. Invoices must indicate the services delivered to allow SCA fiscal staff to identify the DDAP activity numbers for reporting the expenditures. The DDAP activity numbers are listed in the Fiscal Manual, Section 2.03.

8.02 Purchase Orders, Standing Orders, and Invoice-Only

The SCA may use purchase orders, standing orders, or a general invoice to procure the services and goods listed below. SCAs may not use these methods for prevention, intervention, treatment, and treatment-related services.

- A. Goods purchased, e.g., office supplies, water, meals, etc.
- B. Limited services, e.g., plumbing, electrical, roofing, etc.
- C. Substance abuse testing services, e.g., urinalysis, etc.
- D. Information technology purchases, e.g. hardware, peripherals, etc.
- E. Maintenance on buildings and grounds and equipment
- F. Temporary employment services for administrative support staff only
- G. Medical consultation with no direct client contact
- H. Legal
- I. Information technology services, e.g. software development, repair, help desk, etc.
- J. Auditing
- K. Accounting
- L. Medical supplies and drugs
- M. Client transportation

PART NINE: SCA AND PROVIDER MONITORING

9.01 SCA Monitoring Process

The purpose of DDAP's SCA Monitoring Process is to measure the SCA's compliance with the requirements in the DDAP/SCA Grant Agreement. DDAP evaluates the efficiency and effectiveness of the SCA's administration and delivery of services to address substance use and problem gambling disorders. The monitoring process assesses the overall efficacy of services delivered by contracted providers in order to measure the impact to individuals receiving these services. DDAP will provide programmatic and fiscal guidance, technical assistance, and direction throughout the review process. The monitoring process identifies areas of compliance as well as deficiencies in need of corrective action. DDAP uses information collected through the monitoring process to develop or modify requirements, practices, and protocols that impact the administration and delivery of substance use and problem gambling services in the Commonwealth.

- A. Throughout the monitoring process, the SCA must submit information, including policies, procedures, fiscal and programmatic data, and contract documents. The SCA must review all documents before sending them to DDAP in order to ensure they are the most current approved documents.
- B. The SCA will be required to submit a corrective action plan (CAP) for any deficiencies identified during the monitoring process as directed by the Project Officer.

If the SCA fails to timely correct deficiencies, DDAP may suspend payments to the SCA until all deficiencies have been corrected. The SCA must continue to provide all services required under the Grant Agreement using other sources of funds if DDAP withholds suspends payments.

- C. DDAP will issue a report to the SCA to convey the information gathered during the monitoring process.

9.02 Contracted Provider Monitoring

- A. The SCA shall monitor the administrative, fiscal, and programmatic performance of its contracted service providers according to the DDAP Report Schedule, using the tools and instructions issued by DDAP to identify contractual deficiencies. DDAP will assign providers to SCAs for the purpose of monitoring, based on contract and expenditure data entered into the SCA Data Site (SDS).
- B. If an SCA is assigned by DDAP to monitor a provider, the SCA must monitor all contracted services provided on behalf of any SCA which contracts with the provider, even if the provider is not performing those services for the monitoring SCA.
- C. If the SCA allows a contracted provider to further subcontract for services, the SCA must monitor both the contractor and the subcontractors for compliance with this section.
- D. If contractual deficiencies are identified during the monitoring process, the SCA shall require the contractor or subcontractor to submit a CAP .
 - 1) The SCA must review the CAP to determine compliance with requirements.
 - 2) The SCA must have a process to sanction the contractor or subcontractor that fails to submit or implement a CAP.
- E. The SCA must to maintain all documentation related to the monitoring of each provider, including monitoring tools and corrective action, in accordance with the record retention requirements in the DDAP Fiscal Manual.
- F. The SCA must complete and submit a Provider Monitoring Summary Report for each of its assigned providers to the assigned Project Officer according to the DDAP report schedule. DDAP will make the report available to all other SCAs contracting with the provider upon request.

PART TEN: REPORTING INTO THE SCA DATA SITE

The SDS is DDAP's web-based application used to capture SCA contact information and data relevant to SCA service provider contracts. The SCAs also use SDS to report expenditures to DDAP. All information entered into the SDS must be in accordance with the SDS User Guide.

10.01 SDS Contract Data Entry

- A. The SCA must enter information into the SDS for all provider contracts for the administration and the provision of prevention, intervention, treatment, and treatment-related services.
 - 1) All contract information entered into the SDS must correspond with the information included in the SCA's contract with the provider.
 - 2) SCAs must enter all contracts into the SDS, regardless of the funding source, including BHSI, Act 152, Health Choices, CY&F, DUI, HSDF, HSBG, County and PCCD dollars.
- B. The SCA must enter a contract for itself in SDS for all the administration of the SCA as a service and all program services are delivered directly by SCA staff in order to report expenditure data.
- C. If the SCA allows a contracted provider to subcontract for services, the SCA must enter all subcontracts must be entered the SDS.

10.02 Fiscal Reporting in SDS

SCAs must report all fiscal data into the SDS during each state fiscal year of the Grant Agreement in accordance with the DDAP Report Schedule. The DDAP County Program Oversight Section will provide fiscal reporting instructions for data entry in the SDS.

- A. SCAs must enter all expenditure data into the SDS for each provider by location and activity. SCAs must also enter their own administrative and program costs into the SDS.
- B. SCAs must enter all DDAP and Non-DDAP revenue into the SDS.

PART ELEVEN: DDAP TRAINING

11.01 General Training Requirements

- A. All training participants must be registered as users in DDAP's approved Learning Management System (LMS). A participant who is not registered in LMS will not receive credit for attending until an LMS account is created.
- B. If an individual registers for a course and fails to attend without canceling the registration prior to 5:00 pm on the day of the event, that individual will be assessed a \$50 administrative processing fee. Cancellations must be completed by logging into the individual's LMS account or by contacting DDAP's Training Section. Individuals will not be allowed to register for future courses until the fee is paid.
- C. Only DDAP-approved trainers may be used for any DDAP-approved training events.
- D. Training Via Teleconference

DDAP trainings may be offered off-site using teleconferencing or webinar equipment.

- 1) All courses must be facilitated by a trainer at one site who is simultaneously broadcasting live over the teleconference or webinar equipment to one or more sites.

Pre-recorded trainings may only be used with prior approval by DDAP. The training presenter must submit the recording and a participant engagement strategy including attendance monitoring and facilitation of skill building exercises, questions and answers, and testing.

- 2) Training materials for satellite sites are the responsibility of the SCA.
- 3) There must be two-way communications between the training site and the satellite sites. Participants at each location must have the ability to ask questions in real-time.
- 4) The training presenter/host must coordinate the number of participants at each site and the total participants with the trainer. The total number of participants is limited to 50 per course without prior approval by the trainer and DDAP.
- 5) DDAP will enter trainings into the LMS for the site where the trainer is physically located.
- 6) The on-site training request must state in the comments section that the training is being conducted as a teleconference or webinar.

11.02 DDAP-Approved Training

- A. DDAP-approved training is any training that has either been created by DDAP or an approved entity or individual and that is available in LMS.
- B. The SCA requests classroom trainings through LMS and receives approval from DDAP. The minimum number of attendees must be registered at least three days prior to the date of the training. DDAP may cancel trainings that do not have a sufficient number of registered attendees.
- C. Attendees at DDAP-approved classroom trainings will have their attendance recorded in LMS and certificates of attendance will be available to download after the attendee's completion of a course evaluation.
- D. Online, on-demand trainings can be accessed through a DDAP-approved LMS, outside of TMS. Online trainings include a knowledge check that must be completed before credit can be awarded. Certificates for online trainings will be available for download in the LMS in which the course was completed. These certificates will not be stored in TMS.
- E. DDAP will not issue certificates for trainings that are not approved by DDAP even if the training is conducted by a DDAP-approved trainer.

11.03 On-Site Training Request Requirements

- A. On-Site Training is a training event requested by or through the SCA for trainers who are paid directly by DDAP. DDAP does not assume any costs other than the trainer. The requesting organization is responsible for all other costs including:
 - 1) Site
 - 2) Meals and breaks
 - 3) Duplicating
 - 4) Accreditation
- B. The SCA shall establish dates, times, and locations for all training events; ensure that a minimum of 15 people are registered for the training event; submit an online training request through the TMS no earlier than 180 days and no less 90 days prior to the training date; and acknowledge DDAP as a co-sponsor on all training recruitment notices.
- C. DDAP will review all on-site training requests for conflicts with other approved courses. DDAP will evaluate each request on its merit but will not approve on-site training requests if the requested training is or has been offered in a Mini-Regional training or another approved on-site training within thirty days and fifty miles of the request in the absence of special circumstances, such as full capacity at other trainings.
- D. An SCA that seeks approval for Pennsylvania Certification Board (PCB) training credits must make the request directly to PCB. The SCA is also responsible for requesting approval of all other applicable credits, such as continuing education for Licensed Social Workers.
- E. The SCA shall use only DDAP-approved trainers to conduct all DDAP-sponsored trainings.
- F. All on-site participants must be enrolled through LMS as soon as practical, but no less than 3 days prior to the event. Events not meeting minimum participation as defined in (B) above may be cancelled.
- G. The SCA must forward attendance sheets to DDAP within 48 hours after completion of the training event.
- H. SCAs that plan to use a trainer who is an employee of the agency for which they are training, must indicate this in the comments section of the request. The trainer will not get additional reimbursement from DDAP for these events.
- I. If the SCA or agency intends to pay for a DDAP-approved training instead of DDAP, this intention must be indicated in the comments section of the request. The SCA may only request courses currently in DDAP's training catalog to be taught at on-site trainings; however, not all courses in our catalog will be approved for use at on-site trainings.

- J. In order to request approval of a new course, the SCA must email the Training Section Chief. The request must contain detail about the course content, including a copy of the material being presented, the goals and objectives of the course, and any handouts that will be provided during the training. Once the course is approved, the SCA will be able to request the training using the process described above.