



**pennsylvania**

DEPARTMENT OF DRUG AND  
ALCOHOL PROGRAMS

*Department of Drug and Alcohol Programs*  
**OPERATIONS MANUAL**

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# 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 for the purpose of delineating the requirements related to the Single County Authority's (SCA) administration and oversight of the Grant Agreement between DDAP and the SCAs. The established and associated requirements are defined under Title 4 of the PA Code and can be found in Part XI, Chapter 254.

If there are conflicts with other documents, the SCA Grant Agreement takes precedence over the Prevention, Treatment, Fiscal, Operations, and SCA Gambling Manuals issued by DDAP, unless otherwise specified by DDAP or the Commonwealth, such as in Policy Bulletins or Management Directives. In addition, it may be necessary to issue temporary instructions, which will take precedence over material in this Manual. When this is done, the temporary instructions will clearly state the exception and include an expiration date.

## **PART I. 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 and be 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 responsibilities, 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, hereinafter referred to as "joinders." If the counties cannot agree as to 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 a decision is made to end the joinder agreement, each county involved in the joinder gives up its right to oversee drug and alcohol services in their geographic area. DDAP will then enter into a grant agreement directly with a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law for services in the geographic regions served previously 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. Services may be provided either directly or by contract.

### **1.01 Four types of SCAs authorized:**

- (A) Planning Council Option – Under this option, the Department contracts with the County Board of Commissioners or County Executive to approve contracts, purchase services, and disburse funds for substance use and problem gambling services. The SCA Administrator is appointed to fulfill the responsibilities of the Department's contract with the County and is supervised by the Mental Health/Mental Retardation Administrator. Structurally, the SCA is a branch of county government and the SCA Administrator and staff are employees of the county.
- (B) Public Executive Commission – Under this option, the Department contracts 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. The SCA Administrator is appointed to fulfill the responsibilities of the Department's contract 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.

- (C) Private Executive Commission – Under this option, the Department contracts 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, 15 Pa. C.S. §5101 et seq. 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 SCA is an agency organized or hired by the Governing Board to fulfill the responsibilities of the Department’s contract with the County. The SCA Administrator is appointed to manage day-to-day operations of the contract 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, the Department contracts directly with a non-profit community organization formed in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 et seq., 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 the Department’s contract with the corporation; the SCA Administrator is appointed to manage the day-to-day operations of the contract and is supervised by the Governing Board. As such, the SCA Administrator and staff are employees of the corporation.

## 1.02 Protocol for SCA Option Change

(A) If the county elects to change options or relinquish oversight, they must do so by requesting permission, in writing, to the Department's Director of the Bureau of Administration and Program Support 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 outlining both the rationale for the change and an effective date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an approval or disapproval of the request.

(b) Private Executive Commission

The County must submit a letter outlining both the rationale for the change and an effective date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an initial approval or disapproval of the request. If the model change is initially approved, the County must identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 *et seq.* to become the contracted SCA and must submit a transition plan based on criteria outlined by DDAP. Once the transition plan is approved, DDAP will work with the County to oversee implementation of the plan and may approve or request 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 request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will assume full responsibility to identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law,

15 Pa. C.S. §5101 et seq.

- 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 outlining both the rationale for the change and an effective date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an approval or disapproval of the request.

(b) Private Executive Commission

The County must submit a letter outlining both the rationale for the change and an effective date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an initial approval or disapproval of the request. If the model change is initially approved, the County must identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 et seq. to become the contracted SCA, and must submit a transition plan, based on criteria outlined by DDAP. Once the transition plan is approved, DDAP will work with the County to oversee implementation of the plan and may approve or request 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 request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will assume full responsibility to identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 et seq.

- 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 outlining both the rationale for the change and a projected date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an initial approval or disapproval of the request. Before the option change can be implemented, the County must submit a transition plan, based on criteria outlined by DDAP. Once the transition plan is approved, DDAP will work with the County to oversee implementation of the plan and may approve or request adjustments to the plan until implementation is complete.

(b) Public Executive Commission

The County must submit a letter outlining both the rationale for the change and a projected date of the change. The request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will review the request and respond to the County with an initial approval or disapproval of the request. Before the option change can be implemented, the County must submit a transition plan, based on criteria outlined by DDAP. Once the transition plan is approved, DDAP will work with the County to oversee implementation of the plan and may approve or request 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 request must be submitted by the County Commissioners or County Executive, unless the Commissioner or County Executive has granted another individual the authority to submit such requests on their behalf. If the SCA is a joinder, the letter must be signed by representatives from all counties in the joinder. DDAP will assume full responsibility to identify a non-profit corporation organized in accordance with the Pennsylvania Non-profit Corporation Law, 15 Pa. C.S. §5101 et seq.

## **PART II. County or Corporation Responsibilities**

### **2.01 The County or Corporation shall:**

- (A) Agree to comply with the requirements of the Department's grant agreement for such programs. 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/Corporation and providers of service.
- (B) Appoint a full-time SCA Administrator whose primary responsibility is to manage the day-to-day operations of the SCA.
  - 1) In the event of a vacancy in that position, the SCA's Program Representative in the County Program Oversight Section must be notified, in writing, within 30 days from the date the County or Corporation became aware of the vacancy and must also be informed at that time as to the identity of the Acting SCA Administrator. The Acting SCA Administrator may be appointed to occupy the vacant position for a period not to exceed 180 days from the date the position was vacated. All contact information must be updated in the applicable DDAP data systems.
  - 2) In the event of an extended absence in that position, the SCA's Program Representative in the County Program Oversight Section must be notified, in writing, within 30 days from the date the County or Corporation became aware of the absence and must also be informed at that time as to the identity of the Acting SCA Administrator. All contact information must be updated in the applicable DDAP data systems.
- (C) Appoint an Advisory Council (the Governing Board may function as the Advisory Council, if desired), in accordance with Pa. Code Title 4, Part XI, Chapter 254.  
<http://www.pacode.com/secure/data/004/chapter254/chap254toc.html>

**PART III. Reserved**

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## **PART IV. SCA Required Duties**

**4.01** The SCA shall perform the following duties:

- (A) Assess the geographic area's need for services;
- (B) Manage and allocate resources to meet identified needs;
- (C) Provide for a full array of prevention; intervention/treatment and treatment-related services, to include case management, pertaining to substance use and problem gambling disorders, as defined by this Agreement and make accessible such services based on the availability of funding.
  - i. The SCA may be licensed to provide treatment activities and approved by DDAP to operate as a functional unit. In addition to the services delivered directly by the SCA, the SCA must enter into a fee for service contract with at least one provider for each service activity in the continuum of care. The SCA must enter into a fee for service contract with at least one provider for each service activity in the full continuum of care, which includes the following services:
    - Outpatient to include intensive outpatient (adult and adolescent);
    - Partial hospitalization (adult);
    - Halfway house (adult);
    - Medically monitored detoxification (adult);
    - Medically monitored residential (adult, adolescent, and women with children)
  - ii. The SCA shall contract with a licensed and approved methadone maintenance provider and refer adults for its service as indicated by the PCPC.
  - iii. SCAs are not required to contract with providers of Medically Managed Inpatient Detox, Medically Managed Inpatient Residential services, Adolescent Halfway House, and Early Intervention services; however, before DDAP funds are expended for such services, a contract with the provider must be fully executed.
- (D) Evaluate the effectiveness of the provision of services;
- (E) Coordinate with other agencies to ensure adequate services are available to meet client needs.

- (G) Ensure that all employees sign a statement indicating that all information acquired through their employment duties will be kept confidential. The statement must delineate disciplinary action will be taken if confidentiality is breached. Staff that perform and supervise case management and treatment services who sign-off to verify receipt of a confidentiality policy are not required to sign this confidentiality statement.
- (H) Ensure that all contracted treatment providers are licensed by the Department's Division of Program Licensure. Out-of-state treatment providers must be licensed or approved by the appropriate State agency.
- (I) Ensure that contracted out-of-state prevention; intervention; and treatment-related providers are licensed or approved by the appropriate governmental agency, if required by that state.
- (J) Comply with all applicable State and Federal regulations and laws.
- (K) Ensure that contracted drug and alcohol service providers make continuing education available to employees of the provider.
- (L) Attend and make available key SCA or provider staff for site visits as scheduled by the Department.

## **PART V. Functional Treatment Unit Requirements**

### **5.01 Functional Treatment Unit Requirements**

(A) SCAs that do not have prior approval from the Department to provide treatment services must request permission in writing. The request must be sent to the Department's Director of the Bureau of Administration and Program Support and shall include the following:

1. A list of all contracted licensed treatment providers in the SCA's geographic area and the treatment services which they deliver. If other licensed treatment providers exist but the SCA does not contract with them for services, the SCA must indicate the licensed provider and include a rationale for why contracts are not in place.
2. An explanation as to why it is necessary for the SCA to operate a functional treatment unit, which must include a description of how the current treatment provider network is inadequate to meet the needs of the geographic area.
3. Background information to include:
  - a) Current Roster of Personnel, as completed in the SCA Data Site (SDS)
  - b) An organizational chart for the entire SCA by job position or classification
  - c) An organizational chart specific to the functional treatment unit to include all full-time and part-time staff by position or classification. All positions pertinent to the functional treatment unit must be assigned a percentage of time that the position will be dedicated to the treatment unit. For example, indicate the SCA Administrator's percentage of 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 treatment (only related to the treatment services that will be provided by the functional unit) beyond the requirements delineated in DDAP's Treatment Manual, describe how many clients waited for admission, and the average wait time.
  - f) The rate to serve out-of-county or insured (i.e. private, Medicaid, etc.) clients for each of the activities to be delivered by the functional treatment unit, as well as the process utilized to determine the fee-for-service rate. The process must include at minimum a budget, cost

allocation plan, and capacity consideration.

- g) The SCA's plan to address reimbursement for cost overruns.

## **PART VI. SCA Personnel Operations**

The requirements in this Section apply to all SCA personnel. Additional requirements may be applicable to SCAs that have a personnel agreement that is signed by the State Civil Service Commission.

### **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 DDAP's review, upon request. The compensation plan must include at minimum, a salary chart/schedule identifying all classifications and their salary ranges, benefits, and cost of living adjustments. The plan must be approved by the County or Governing Board. DDAP will participate in employee salaries and benefits up to the maximum as designated under the classification per the Commonwealth's Allowable Reimbursement Maximums. It is important to note that DDAP funds cannot be used for any one time payment to employees for any reason, including performance or merit. All compensation beyond an employee's base salary and benefits must be submitted to DDAP for approval prior to utilizing DDAP funds.

#### **(B) Job Description**

Each employee of an SCA must have a job description that contains, at minimum, 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 content must describe the actual duties performed and the specific responsibilities assigned to the employee.

#### **(C) Written Personnel Policies and Procedures**

The SCA must maintain policies and procedures relative to personnel. Such policies and procedures must be available for all employees at each work site. Topics which must be included are: utilizing leave, holidays, retirement, employee benefits, annual performance evaluations, and operating procedures.

#### **(D) Organizational Chart**

The Grantee must maintain an organizational chart of all positions (DDAP-funded and non-DDAP funded) which must be available for DDAP's review, upon request.

## **PART VII. 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 and appropriate parties prior to payment for services rendered or goods purchased. The Department reserves the right to reject or to require modification to any contract at any time.
- (B) The SCA agrees to accept full responsibility for the performance of the terms of the Agreement between DDAP and the SCA, including the work performed by all contractors.
- (C) All applicable sources of revenue must be applied prior to the expenditure of DDAP funds, as further referenced in the Fiscal Manual, unless otherwise specified by DDAP. To maintain assurance that DDAP funds remain those of last resort, the SCA shall contract with providers that maintain contracts with the managed care organization (MCO) responsible for Medicaid clientele within the county of residence and/or are enrolled as an approved provider with the Department of Human Services under the fee-for-service option. In the event that a contracted provider is not an enrolled provider under Medicaid fee-for-service or contracted with the locally designated MCO, the SCA must have written protocols in place to refer clients obtaining Medicaid eligibility to an approved Medicaid provider, unless extenuating circumstances prevent such a referral or are deemed cost prohibitive due to the limited period the client would remain in treatment at the time Medicaid eligibility is determined.
- (D) If an SCA approves a contractor to further administratively 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 that are not standardized for Outpatient, Intensive Outpatient and Partial Hospitalization treatment providers in the SCA's catchment area must be negotiated and established based on a budget that defines staffing, operating, and fixed asset costs for the delivery of services.
- (B) The home SCA (the SCA for the county in which the provider is geographically located) must utilize the most current version of the XYZ package to determine a rate for each provider of non-hospital residential treatment whether or not the SCA contracts with the provider.
- (C) The home SCA must submit all rates for non-hospital residential treatment to the Pennsylvania Association of County Drug and Alcohol Administrators (PACDAA) for website publication no later than April 30th each year.
- (D) SCAs must utilize either the established XYZ rates for non-hospital residential treatment, as publicized on the PACDAA website, or the SCA may use their negotiated managed care rate for all contracted providers of non-hospital residential treatment.
- (E) All changes to established annual rates for non-hospital residential treatment, as well as rates for new providers, must be submitted to PACDAA for website publication within 30 days of rate approval.

### 7.03 Types of Contracts and Grants

There are two primary types of contracts, fee-for-service and cost-reimbursement, that the SCA is permitted to utilize to secure the delivery of prevention, intervention/treatment and treatment-related services related to substance use and problem gambling disorders. If administrative services (e.g. contracting, monitoring of providers, etc.) are not being performed by the SCA, and are instead delivered by a third party, a contract must be in place between the SCA and the third party.

If situations arise in which the SCA feels a contract is not feasible, the SCA must contact the assigned Project Officer/Program Representative in the County Program Oversight Section to determine if another mechanism of payment is permissible.

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 utilize one of the following methods:
  - 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.
  - Limited Basis – The contract specifically defines the services to be delivered and contains a per unit cost but the total amount of the contract is limited. If the actual unit need exceeds the estimate, there must be an adjustment clause provided for in the contract.
2. Any type of service can be paid for on a fee-for-service basis; however, all treatment services must be reimbursed on a fee-for-service basis. Two exceptions to this rule may apply:
  - a) For 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 Program Representative 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.
  - b) For treatment services provided within a jail setting.
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, by dollar amount. Federal sources must be identified by the

Catalog of Federal Domestic Assistance (CFDA) number.

- a) If the SCA permits a contractor to further 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, by dollar amount. 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. SCAs are encouraged to engage in fee-for-service contracts for all services; however, if the SCA utilizes a cost-reimbursement contract, this type of contract may only be used for prevention; intervention (including early intervention as defined in the PCPC and ASAM) and treatment-related services.

## 7.04 Content of Contracts

### (A) Content Requirements for All Contracts

The SCAs must provide to their contractors at the time the contract (subaward) is executed, at a minimum, the information below regarding identification of federal awards, as required by 2 CFR Part 200 as amended. When some of this information is not available, the SCA must provide the best information available to describe the Federal award and subaward. Required information includes:

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 further subcontract for services, the subcontract must also include these components.

1. A statement requiring adherence to the current Agreement between DDAP and the SCA as well as all applicable DDAP Manuals. The Grant Agreement and DDAP Manuals are accessible at <http://www.ddap.pa.gov>.
2. A statement requiring submission of timely, accurate, and complete reports in adherence 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 lodging rates set by the Management Directive are not available to the Contractor, the lowest price available through 3 telephone bids will be acceptable. However, if prevailing county travel policies provide for reimbursement of travel, lodging and subsistence costs at a lower rate than the state rate, then the lower rate shall govern. 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 take precedence over both the Management Directive rate and the county rate. In those instances when lodging cannot be secured within the established lodging rate allowance, employees may exceed the allowance if written justification is provided 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).

No subsistence payments shall be made to the Contractor for non-overnight travel, except as specifically provided for in the Management Directive or labor agreements.

All employee travel reimbursement must be approved and signed by a duly designated executive, official or supervisor of the Contractor. Copies of all authorized expense reports (travel vouchers) must be on file 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. Itemized receipts for travel and subsistence must be on file to support reimbursement.

Allowances for the reimbursement of subsistence costs incurred by the Contractor are not flat allowances; only amounts actually expended may be claimed.

Management Directive 230.10 may be accessed via the internet at <http://www.oa.state.pa.us> under Records and Directives, Management Directives, Management/Administrative Support (205-260).

4. A statement requiring that all information obtained during the period of this contract by the Contractor through work governed by the contract shall be made available to DDAP and SCA immediately upon demand. 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's Audit Requirements, Rev. 7/15, or any subsequent revision hereto.
6. The SCA shall insert the following clauses word for word 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:

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.

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.

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.

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.

- d) Block grant prohibition provisions pursuant to the Federal SAPTBG 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. SAPTBG 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.
- e) 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.
- f) 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.

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.

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.

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.

g) Equal Employment Opportunity

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.

8. Contractor shall actively recruit minority sub-contractors or sub-contractors with substantial minority representation among their employees.
9. 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.

h) Equal Opportunity for the Handicapped

1. 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.
2. 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 sub-paragraph 8 (a) above.

i) Provisions Concerning the Americans with Disabilities Act

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

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.

j) Nondiscrimination/Sexual Harassment Clause

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

1. The Contractor shall comply with any federal, state, or local law, as applicable, pertaining to nondiscrimination and equal opportunity in regard to its employees, applicants for employment, independent contractors, or any other person.
2. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under the Contract or any subcontract, the Contractor, subcontractor or any person acting on behalf of the Contractor or subcontractor shall not by reason of gender, race, creed, color, religion, age, sexual preference, handicap or national origin discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under the Contract on account of gender, race, creed, color, religion, age, sexual preference, handicap or national origin.
4. The Contractor shall not discriminate by reason of gender, race, creed, color, religion, age, sexual preference, handicap, or national origin against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
6. The Contractor and any subcontractors ensure that any services or benefits available to the public or other third parties by way of this Contract shall not be denied or restricted for such persons due to race creed, color, religion, sex, sexual preference, age, handicap, or national origin (national origin protections include persons who are limited English proficient) consistent with the provisions of Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act and the Age Discrimination Act of 1975 as well as applicable provisions of the Omnibus Reconciliation Act of 1981.
7. The Contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to its books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause. If the Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
8. The Commonwealth may cancel or terminate the Contract, and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

**(B) Fee for Service Contract Content Requirements**

All contracts paid on a fee-for-service basis must include the components listed below. If the SCA allows a contractor to further subcontract for services, a fee-for-service subcontract must also 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 DDAP's activity name or number. If the contract is for Activity 7200- Intervention, the contract must specify the type of intervention services to be delivered (i.e. outreach, early intervention, etc.)
4. A definition for a unit of service
5. The rate of reimbursement per unit to be applied for services rendered
6. For treatment activities, the populations to be served (e.g., adult, adolescent, pregnant women, IDU)
7. The capped amount of a limited contract

**(C) Cost Reimbursement Contract Content Requirements**

All contracts paid on a cost-reimbursed basis must include the components listed below. If the SCA allows a contractor to further subcontract for services, a cost-reimbursed subcontract must also 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 DDAP's activity name or number. If the contract is for Activity 7200- Intervention, the contract must specify the type of intervention services to be delivered (i.e. outreach, early intervention, etc.)
4. For treatment activities, the populations to be served (e.g., adult, adolescent, pregnant women, IDU)
5. The cost of services to be rendered broken down by either:
  - 1) a percentage breakdown of federal and state funds; or
  - 2) a dollar amount breakdown of federal and state funds; or
  - 3) a functional or categorical breakdown of federal and state funds.
6. A work statement, to include:
  - 1) a precise statement of objectives (what the SCA expects to gain/accomplish through the contractor)
  - 2) Measurable deliverables that contain:
    - (a) The estimated number of participants to be served,
    - (b) The estimated units of service provided,
    - (c) The timeframe for completion of each deliverable,

7. A budget that defines staffing, operating, and fixed asset costs for the delivery of services.
8. A description of the SCA's mechanism used to ensure that the full amount of the contract is not expended until all deliverables have been completed.

## 7.05 Signature Requirements

These signature requirements apply to the grant agreement between the SCA and the Department, as well as the contracts between the SCA and its contractors.

(A) The name(s) and title(s) of the individual(s) signing the agreement must be printed or typed in the appropriate place on the agreement.

### 1) Corporation (including Professional Corporation)

- (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 on behalf of the Corporation, that person may sign, but a copy of the document conferring that authority (such as by-laws or corporate resolution) must be sent with the agreement when it is returned to the Department for processing.
- (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, it should be verified 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 person(s) who sign the agreement.

### 2) Partnership

- (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.

NOTE: Partnerships of either kind (general or limited) may register as “limited liability partnerships.” This does not affect the signature requirements noted above.

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 name of the person(s) or entity(ies) 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: signature and dates of at least two of the County's three Commissioners shall be affixed; signatures shall be attested to by the Chief Clerk; county seal shall be affixed.
- (b) 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 on behalf of the SCA or its contractors, that person may sign, but a copy of the document conferring that authority (such as by-laws or resolution) must be kept on file and available upon the request of the Department.

## **PART VIII. Invoicing and Payment**

### **8.01 Payment to Providers**

SCAs must adhere to the requirements below prior to making payment to providers for services. All applicable sources of revenue and income must be applied prior to the expenditure of DDAP funds.

1. An invoice must be received by the SCA that delineates actual costs incurred for services rendered. Under no circumstance can payment be made to a provider in advance of the delivery of services.
2. The SCA must have internal controls to ensure that payments are being made in accordance with DDAP and GAAP requirements.
3. Invoices must indicate the services delivered to allow the fiscal staff to clearly identify under which of DDAP's activity numbers the expenditures should be reported. DDAP's activity numbers can be referenced in the Fiscal Manual, Section 2.03.

## **8.02 Purchase Orders, Standing Orders, and Invoice-Only**

Purchase orders, standing orders, and invoice-only may be used by the SCA to procure the services and goods listed below. SCAs are not permitted to use these methods to engage providers for the delivery of prevention; intervention/treatment and treatment-related services.

- Goods purchased (e.g. office supplies, water, meals, etc.)
- Limited services (e.g. plumbing, electrical, roofing, etc.)
- Substance abuse testing services (e.g. urinalysis, etc.)
- Information technology purchases (e.g. hardware, peripherals)
- Maintenance (e.g. building and grounds, copier, etc.)
- Temporary employment services (to be utilized for administrative support staff only)
- Medical consultation with no direct client contact (e.g. doctor, nurse, psychologist, psychiatrist)
- Legal
- Information technology services (e.g. software development, repair, help desk)
- Auditing
- Accounting
- Medical Supplies and Drugs

## **PART IX. SCA and Provider Monitoring**

### **9.01 SCA Monitoring Process**

The purpose of DDAP's SCA Monitoring Process is to measure the SCAs' compliance with regard to meeting the requirements delineated in the DDAP/SCA Grant Agreement and all documents incorporated by reference. The monitoring process evaluates the efficiency and effectiveness of the SCAs' administration of, and at times direct delivery of, services to address substance use and problem gambling disorders. Further, the monitoring process assesses the overall efficacy of services delivered by the SCAs' contracted providers in order to gauge the impact to individuals receiving these services. Programmatic and fiscal guidance, technical assistance, and direction are provided throughout the review process. The monitoring process identifies areas of compliance as well as contractual deficiencies in need of corrective action. Information collected through the monitoring process is utilized by DDAP to develop or modify requirements, practices, and protocols which impact the administration and delivery of substance use and problem gambling services in the Commonwealth.

1. Throughout the monitoring process, the SCA is required to submit information, which may include policies, procedures, fiscal and programmatic data, and contract documents. The SCA must carefully review all required documents before sending to DDAP in order to ensure the most current/approved documents are provided.
2. The SCA will be required to correct any deficiencies identified during the monitoring process, to include the submission of corrective action plans as directed by the Program Representative (Project Officer).
  - a) Should the SCA fail to correct deficiencies in a timely fashion, DDAP may suspend payments to the SCA until all deficiencies have been adequately addressed. If DDAP funds are withheld from the SCA, the SCA must continue to provide all services required through the Grant Agreement using other sources of funds.
3. DDAP will issue a report to the SCA to outline the acceptance of 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 per DDAP's Report Schedule, utilizing 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.
- (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, whether or not the provider is 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 subcontractor(s) for adherence to DDAP's requirements as defined in this section.
- (D) If contractual deficiencies are identified during the monitoring process, the SCA shall require corrective action plans (CAP) to be submitted by the contractor or subcontractor.
  - 1) The SCA must review the CAP to determine adherence to requirements and document acceptance of the CAP.
  - 2) The SCA must have a process in place to sanction the contractor or subcontractor if the contractor fails to submit or implement a CAP.
- (E) The SCA is required to maintain all documentation related to the monitoring of each provider, to include monitoring tools and documentation of corrective action, in accordance with the record retention requirements specified in DDAP's Fiscal Manual.
- (F) The SCA must complete a Provider Monitoring Summary Report for each of its assigned providers. All Provider Monitoring Summary Reports must be submitted to the assigned Program Representative (Project Officer) per the DDAP report schedule. DDAP will make the report available to all other SCAs contracting with the Provider(s) upon request.

## **PART X. SCA Data Site**

The SCA Data Site (SDS) is DDAP's web-based application used to capture SCA contact information, as well as data pertinent to the SCAs' service provider contracts. The SDS is also utilized for SCA expenditure reporting to DDAP. All information entered into the SDS must be in accordance with the SDS User Guide which can be located on DDAP's website.

### **10.01 SDS Contract Data Entry**

- (A) The SCA must enter information into the SDS pertaining to all provider contracts established for the administration and 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 are required to enter all contracts into the SDS, regardless of the funding source. This would include, but not be limited to, contracts funded with BHSI, Act 152, Health Choices, CY&F, DUI, HSDF, HSBG, County and PCCD dollars.
- (B) In order to report expenditure data, the SCA must enter a contract for itself in SDS, indicating the administration of the SCA as a service, as well as all program services (prevention, intervention, treatment, treatment-related) which are delivered directly by SCA staff.
- (C) If the SCA allows a contracted provider to further subcontract for services, all subcontracts must be entered by the SCA into the SDS, in accordance with this Section.

## **10.02 Fiscal Reporting in SDS**

SCAs are required to report all fiscal data into the SDS during each state fiscal year of the Grant Agreement, at midyear and year-end, in accordance with the DDAP Report Schedule. Fiscal reporting instructions specific to data entry in the SDS will be made available to the SCAs by the County Program Oversight Section.

- (A) SCAs are required to enter all expenditure data into the SDS, for each provider by location and activity. In addition to provider expenditures, SCAs shall also enter their own administrative and program costs into the SDS.
- (B) SCAs are required to enter all DDAP and Non-DDAP revenue into the SDS.

## **PART XI. DDAP Training**

### **11.01 General Training Requirements**

- (A) All training participants must be registered as users in DDAP's Training Management System (TMS). If the individual is not registered in TMS, he or she will be denied access to the training.
- (B) If an individual registers for a course and fails to attend without canceling the registration prior to the event, that individual will be assessed a \$50 administrative processing fee. Further, these individuals will not be allowed to register for future courses and will not receive certificates of completion until the fee is paid or adequate justification is provided.
- (C) Only DDAP approved trainers may be used for any DDAP-approved training events. Final approval for all trainers will be made by DDAP.
- (D) Training Via Teleconference

DDAP trainings may be offered off-site through the use of teleconferencing equipment. The idea of teleconferencing is not to expand the number of participants but to assist facilities in minimizing travel costs associated with training.

In order to keep some control and maintain a level of standardization over the trainings, the following guidelines have been established:

- 1) All courses will be facilitated; i.e., a trainer at one site who is simultaneously broadcasting live over the teleconference equipment to one or more sites. Pre-recorded trainings are not acceptable.
- 2) Training materials for satellite sites are the responsibility of the requestor.
- 3) There must be two-way communications between the training site and the satellite site(s). Participants at each location should have the ability to ask questions in real-time.
- 4) Courses presented via teleconferencing should be didactic in nature and not have any individual or group exercises.
- 5) The number of participants at each site and the total participants must be coordinated with the trainer. The total number of participants is limited to 30 per course; anything above this must be approved by the trainer.
- 6) Trainings will be entered into TMS for the site where the trainer is physically located.

- 7) The on-site training request must state in the comments if teleconferencing will be used.

Courses not meeting the guidelines above will not be approved.

## **11.02 DDAP-Approved Training**

- (A) DDAP-approved training is any training that is requested through the SCA and receives approval from DDAP. Attendees at DDAP-approved trainings will have their attendance recorded in the Training Management System (TMS) and certificates of attendance will be available to download.
  
- (B) DDAP certificates will not be issued for trainings that are not requested and approved by DDAP even when the training is conducted by a DDAP-approved trainer.

### 11.03 On-Site Training Request Requirements

- (A) “On-Site Training” refers to those training events requested by or through the SCA for trainers directly reimbursed by DDAP. DDAP does not directly assume any costs other than those associated with the trainer. Costs assumed by the requesting organization include but may not be limited to the following:
  - 1) Site
  - 2) Meals/breaks
  - 3) Duplicating; and
  - 4) Accreditation
- (B) The Grantee shall establish dates, times, and locations for all training events, ensure that a minimum of 10 people are registered for the training event, submit an online training request through the TMS no earlier than ninety (90) days and no less than sixty (60) 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 to ensure that no conflict exists with an already approved course. Requests will be evaluated on their merit, but no on-site training requests will be approved 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 (50) miles of the request, unless special circumstances would warrant consideration (e.g. mini-regional class is full).
- (D) If the Grantee is interested in receiving approval for Pennsylvania Certification Board (PCB) training credits, the Grantee shall make the request directly to PCB. The requestor is also responsible for requesting approval of all other applicable credits, (e.g. Licensed Social Work, Act 48).
- (E) The Grantee shall use only DDAP approved and selected trainers to conduct all DDAP sponsored trainings.
- (F) All on-site participants must be enrolled in applicable course(s) through TMS as soon as practical, but no less than 5 days prior to the event. Events not meeting minimum participation as defined in (B) above may be cancelled.
- (G) Attendance sheets shall be forwarded to DDAP as soon as practical, but no later than 48 hours after completion of the training event.
- (H) Requests from agencies who plan to utilize a trainer that is an employee of the agency will be submitted as a no pay LOE.
- (I) Only courses currently in DDAP’s training catalog may be requested to be taught at on-site trainings. Not all courses in our catalog will be approved for use at on-site trainings. Some courses such as those presented at problem gambling trainings, are only presented through the specialized track.

- (J) To request a course that DDAP does not currently offer, the request must be made in writing, either via email or in hardcopy, to the Director of the Division of Administrative and Support Services. Provide as much detail about the course as possible; if available, include a copy of the curriculum, to include the goals and objectives of the course. Dependent upon the course content, DDAP may or may not approve the course for DDAP training. Once the course is approved, on-site requests are still required to provide the training.

#### **11.04 SCA Funded Training**

- (A) If an on-site training will be paid for by the SCA or requesting facility (a no pay LOE), the request must still be submitted through the TMS no earlier than 90 days but no later than 60 days prior to the training date.
- (B) All SCA funded trainings utilizing a trainer who is an employee of the agency as an “in house” trainer will be submitted as a no pay LOE.
- (C) When requesting a DDAP funded on-site course, indicate in the “Comments” section of the request that the requesting agency is willing to pay for the training. If the course is disapproved as DDAP funded then the agency does not have to resubmit the request.