Request For Proposals

for

Substance Use Disorder and Recovery Services Community-Based Recovery Service Centers

Joshua Dugas, Acting Director
Department of Behavioral Health

San Bernardino County
Department of Behavioral Health
Contracts Administration
550 Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0026

RFP - DBH 26-011

ePro Bid ID # DBHE26-ADMN-6399

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ATTACHMENTS:

I. INTRODUCTION

A. Purpose

The San Bernardino County (County) Department of Behavioral Health (DBH), is seeking proposals from interested and qualified organizations and agencies to provide a proposed plan for the provision of Substance Use Disorder and Recovery Services (SUDRS) Community-Based Recovery Service Centers.

B. Period of Contract

Specific services to be provided under this RFP are outlined under Section IV. Program Requirements (Scope of Work). The Contract period will be for a five (5) year period beginning on January 1, 2027 through December 31, 2031.

The recommended SUDRS Community-Based Recovery Service Centers providers will share an annual aggregate amount for all awards under this RFP which shall not exceed $12,028,534. The County may award contracts to one or more proposers and allocate funding at its sole discretion, subject to Board of Supervisors approval and funding availability.

Currently, the projected allocation for this (service) is approximately $12,028,534 for the five (5) year period.

C. Proposal Conference

1. A proposal conference will be held via Microsoft Teams on: **Thursday, September 3, 2026 @ 10:00 AM** at:

   https://teams.microsoft.com

   Meeting ID: 256 713 654 314 312
   Meeting password: uf6ae6b9

   Join by phone: +1 661-568-6806,,266985599# United States, Santa Clara
   Phone conference ID: 266 985 599#

2. Attendance at the conference is strongly recommended as important information regarding this RFP will be discussed and questions will be addressed.

D. Questions

All Questions related to this RFP must be submitted in writing on or **before 12 noon (local time) on September 10, 2026** and directed to the individual listed in **Section I, Paragraph E**, via ePro or through e-mail are acceptable. The subject line of the e-mail must read: RFP DBH 26-011. Answers to written questions will be compiled into one (1) or more documents and posted as an Addendum on the following County website within two (2) weeks following the deadline to submit questions: https://epro.sbcounty.gov/bso.

E. Correspondence

All correspondence, including proposals and questions, are to be submitted through ePro or to the RFP contact:

San Bernardino County
Department of Behavioral Health
ATTN: Contracts Administration
RE: RFP DBH 26-011
550 Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0026
Contact Person: Nathaniel Rodriguez
Phone: (909) 388-0861
E-mail: dbh-contractsanalysts@dbh.sbcounty.gov

E-mail address may be used to submit questions only. **Proposals will not be accepted by e-mail.**

F. Admonition to Proposers

Once the RFP has been issued, the individual identified above is the sole contact point for any inquiries or information relating to this RFP. Failure to adhere to this policy may result in disqualification of the Proposer and rejection of proposal.

G. Proposal Submission Deadline

1. All proposals or bids must be received **no later than 4:00 P.M. local time on Thursday, September 24, 2026**. **Late or incomplete proposals or bids will not be accepted.**

2. An electronic proposal or bid can be submitted through ePro (https://epro.sbcounty.gov/bso). Submittals in ePro will be opened from the system's "encrypted lock box" after the deadline and evaluated as stated in this solicitation. If the proposal or bid is submitted through ePro, the proposal or bid may also be withdrawn OR retrieved, adjusted, and re-submitted by the Vendor at any time prior to the scheduled deadline for submission of the proposal or bid. If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding.

   OR

3. Hard copies of the proposal or bid containing original signatures will also be accepted at the location identified in this solicitation in Paragraph E above. Postmarks will not be accepted in lieu of actual receipt. The proposal or bid can be withdrawn at any time prior to the scheduled deadline for submission of the proposal or bid.

4. Proposals must be received by the designated date and time. **All Proposers must register with the ePro system prior to the date and time to receive the proposal or they will be disqualified. Late or incomplete proposals will not be accepted.** Electronic response must be submitted through San Bernardino County Electronic Procurement Network (ePro) https://epro.sbcounty.gov/bso. System-related issues in ePro shall be directed to the Purchasing Department at (909) 387-2060. For procurement questions involving ePro, please contact the RFP Contact identified in Section I, Paragraph E-Correspondence.

H. Assistance to Proposers with a Disability

Proposers with a disability may request accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the RFP Contact no later than ten (10) days prior to the Deadline for Proposal.

II. PROCUREMENT TIMELINE

The above dates are subject to change as deemed necessary by San Bernardino County.

RFP Release Date	**Thursday, August 27, 2026**
Proposal Conference	**Thursday, September 3, 2026 @ 10:00 AM**
Deadline for Submission of Questions	**Thursday, September 10, 2026 by 12 noon (local time)** ****Questions may be submitted in writing prior to the Proposal Conference**
Deadline for Submission of Proposals	**Thursday, September 24, 2026, by 4:00 p.m. (local time)**
Tentative Effective/Start Date for Contract(s)	**January 1, 2027**

***Although Proposal Conference is not mandatory, attendance is strongly recommended as important information regarding this RFP will be discussed and questions will be addressed.**

III. PROCUREMENT CONDITIONS

A. All Proposers must:

1. Be a non-profit, for-profit organization or other legally constituted business entity.
2. In order to receive Substance Use Prevention and Treatment Recovery Services (SUBG) Block Grant, proposer must be a nonprofit corporation as required by the Substance Use Prevention and Treatment Recovery Services (SUBG) Block Grant guidelines. (See United States Code (USC), Title 42, Chapter 6A, subchapter XVII, Part B, subpart ii, Section 300x-31 (a) (1) (E) and Code of Federal Regulations (CFR) Title 45, Part 96, Section 135 (a) (5).)
3. Have a current Medi-Cal Certification or have the ability to become Medi-Cal Certified.
4. Have no record of unsatisfactory performance with any government agency or County Department including DBH. Proposers who are or have been seriously deficient in current or recent [within last five (5) years] contract performance, in the absence of circumstances properly beyond the control of the Proposer, shall be presumed to be unable to meet this requirement.
5. Register in the County's Electronic Procurement Network (ePro) system.
6. Meet other presentation and participation requirements listed in this RFP.

B. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

C. Contingencies

Funding for this program is contingent on funding from the appropriate office of the State of California and is subject to reimbursement under Federal and State laws. This RFP does not commit the County to award a Contract. Cost, while not necessarily the primary factor used in the selection process, is an important factor. The County will award a Contract based on the proposal that best meets the needs of the County.

D. Term of Offer

Proposals shall remain open, valid, and subject to acceptance anytime within nine (9) months after the proposal submission.

E. Required Review

Proposers should carefully review this RFP for defects and questionable or objectionable material. Comments from Proposers concerning defects and objectionable material in this RFP must be made in writing and received by the RFP contact prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last). This will allow issuance of any necessary amendments or addendums to the RFP. It will also help prevent the opening of a defective Proposal and exposure of Proposals upon which an award could not be made. Protests based on any omission or error, or on the content of this RFP, may be disallowed if not submitted in writing to the attention of the RFP Contact, prior to the deadline for submission of questions identified in Section II or at least ten (10) calendar days before the Deadline for Proposals (whichever occurs last).

F. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, State, and Federal laws, codes, and regulations. The County may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Further, the County may reject a proposal from any entity that is a parent, affiliate, or subsidiary, or that is under common ownership, control, or management with any other entity submitting a Proposal in response to this RFP.

Proposer may not qualify the proposal nor restrict the rights of the County. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential, the County may choose to accept the proposal.

Minor informalities may be waived by the County when they:

1. Do not affect responsiveness;
2. Are merely a matter of form or format;
3. Do not change the relative standing or otherwise prejudice other offers;

4. Do not change the meaning or scope of the RFP;

5. Are trivial, negligible, or immaterial in nature;

6. Do not reflect a material change in the work; or

7. Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

This RFP does not commit the County to award a contract. The County reserves the right to reject any or all proposals if it is in the best interest of the County to do so. County also reserves the right to terminate this RFP process at any time.

G. Best Value Evaluation Process

As established in this RFP, the County realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of the County. The County seeks the optimal combination of quality, price, and various qualitative elements of the required Services that will provide the County the greatest or best value for its money.

H. Amendments/Addendums to RFP

The County reserves the right to issue addenda or amendments to this RFP if the County considers that additional clarifications are needed. Only those proposers registered in ePro will receive addenda or amendments issued after the Conference.

Changes to a Proposal or withdrawal of a Proposal will only be allowed if a request is received prior to the Deadline for Proposals. No amendments or withdrawals will be accepted after the Deadline for Proposals.

I. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the specified deadline.** All proposals and materials submitted become the property of the County.

J. Local Preference Policy

The San Bernardino County has adopted a preference for Vendors whose principal place of business is located within the boundaries of the County. A five percent (5%) preference may be applied prior to approval of any purchase or acquisition of services, equipment, goods, or supplies. In a best value evaluation, five percent (5%) of the awardable points for cost will be added to the local vendor's score. If the local vendor's overall score is equal to or lower than that of an otherwise successful non-local vendor, the local vendor will be recommended for award. Due to the evaluation of qualitative elements in a best value evaluation, application of local preference for cost proposals may not result in award to a local vendor with the lowest cost after applying local preference.

For purposes of the application of the Local Preference Policy (County Policy 11 – 10) a vendor is considered a local vendor when it meets the following requirements:

1. Vendor's main office (headquarters) or a major regional office is located within the County;
2. Vendor employs a minimum of twenty-five percent (25%) of the vendor's full-time management employees and twenty-five percent (25%) of its full time regular employees working from San Bernardino County location(s);
3. Vendor employs one full-time or two part-time employees with primary residence in the County;
4. Vendor's "point of sale" for purposes of reporting sales tax to the State Board of Equalization is within the boundaries of the County. The payment of any local share of sales tax must go to the County or a city within the County. If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation;
5. Vendor is not delinquent in any taxes or other payments to the County;
6. Vendor possesses a valid and verifiable business license (if required);
7. Vendor has been open and established for at least six (6) months prior to the issuance of the solicitation;
8. Vendor can demonstrate on-going business activity in the field of endeavor on which they are proposing from that office during the preceding six (6) months;
9. Vendor has not within five years prior to the solicitation admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud;
10. Vendor is not federally debarred; and
11. Vendor is not suspended or debarred from participation in doing business with the County, in the scope of work that is the subject of the solicitation.

Any vendor requesting a local preference shall complete **Attachment M** certifying to DBH under penalty of perjury that they meet all of the criteria listed above. If, at any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify DBH prior to responding to a solicitation or accepting an award. Failure to certify the above information shall result in the proposal or bid being evaluated by the County without any adjustment for a local vendor.

False certification shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the County. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify DBH of this information prior to responding to a solicitation or accepting an award.

The County's Local Preference Policy means for example, if two Vendors are responding to this RFP and if quality, service and ability to meet the County's needs are equal, County staff must

determine if one of the Vendors is a local Vendor. If one of the Vendors is a local vendor, and its quoted price or cost for services, equipment, goods or supplies does not exceed five percent (5%) of the other Vendor's quoted price or cost, unless it is determined that an exemption applies, staff should recommend the local Vendor for the contract award.

K. Incurred Costs

The County is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

L. Public Records Act

All proposals and other material submitted become the property of the County and are subject to release according to the California Public Records Act (Government Code § 7920.000). All Proposal information, including cost information, will be held in confidence during the evaluation and negotiation process. Thereafter, Proposals are subject to becoming a non-exempt public record.

If a Proposer believes that any portion of its Proposal is exempt from public disclosure, it must indicate the specific portions believed to be confidential and not subject to disclosure on **Attachment E –** Disclosures, Exceptions, and Public Records Act Exemptions to RFP**.** The Proposer also must include a brief description that sets out the reasons for exemption from disclosure. Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that do not meet the requirements of this section will not be considered.

The County will use reasonable means to ensure that such information is safeguarded, but will not be held liable for inadvertent disclosure of the information. Proposals marked "Confidential" in their entirety will not be honored, and the County might not deny public disclosure of any portion of Proposals so marked.

By submitting a Proposal with portions identified in **Attachment E** as "Confidential," Proposer represents that it has a good faith belief that such portions are exempt from disclosure under the California Public Records Act. Proposer may be requested to obtain legal protection from disclosure should a Public Records Act request be received. In the event the County does not disclose the information marked "Confidential," Proposer agrees to reimburse the County for, and to indemnify, defend (with counsel approved by County) and hold harmless the County, its officers, employees, agents, and volunteers from and against any and all claims, damages, losses, liabilities, suits, judgments, fines, penalties, costs and expenses, including without limitation, attorneys' fees, expenses and court costs of any nature arising from or relating to the County's non-disclosure of any such designated portions of a Proposal.

M. Disclosure of Criminal and Civil Proceedings

The County reserves the right to request the information described herein from the Proposer selected for Contract award. Failure to provide the information may result in a disqualification from the selection process and no award of Contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer may also be asked to provide information to clarify initial responses. Negative

information provided or discovered may result in disqualification from the selection process and no award of Contract.

The selected Proposer may be asked whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of it partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

N. Debarment and Suspension; California Secretary of State Business Entity Registration.

Proposer certifies that neither it nor its principals or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Proposer also certifies that if it or any of the subcontractors listed in the Proposal are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

O. Unsatisfactory Performance

Proposer affirms that it has no record of unsatisfactory performance with the County in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

P. Clarification of Offers

In order to determine if a Proposal is reasonably susceptible for award, communications by the Facilitator for the evaluation panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the panel may be adjusted as a result of a clarification under this section.

Q. Formal Agreement

Proposer will be required to enter into a formal agreement with the County. This RFP sets forth some of the general provisions which will be included in the final contract. In submitting a response to this RFP, Proposer will be deemed to have agreed to each clause unless the proposal identifies an objection and County agrees to a change of language in writing. All objections to any provisions of the final contract should be listed on **Attachment E** – Disclosures, Exceptions, and Public Records Act Exemptions to RFP, or any exception thereto shall be waived.

R. Independent Contractor Status

Any Proposer that is awarded a Contract will be considered an independent Contractor(s), wholly responsible for the manner in which it performs, and will assume exclusively the responsibility for the acts of its employees who will not be entitled to any rights and privileges of County employees nor be considered in any manner to be County employees.

S. Pre-Award On-Site Visits

Site visits may be conducted to verify information submitted in the RFP and to determine if the proposed facilities are appropriate for the proposed services to be provided.

T. Level of Service

For any Contract awarded as a result of the RFP, no minimum or maximum number of referrals or enrollments can be guaranteed by the County.

U. Priority Population

In accordance with 45 Code of Federal Regulations, Part 96.131, programs shall give preference to treatment as follows:

1. Pregnant intravenous (IV) drug users;
2. Pregnant substance abusers;
3. Intravenous (IV) drug users; and
4. All other eligible individuals.

V. Iran Contracting Act of 2010

(Only applicable for all procurements of one million dollars ($1,000,000) or more).
In accordance with Public Contract Code Section 2204(a), the Proposer certifies that at the time the proposal is submitted, the Proposer signing the proposal is not identified on a list created pursuant to subdivision (b) of Public Contract Code Section 2203 (https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses) as a person [as defined in Public Contract Code Section 2202(e)] engaging in investment activities in Iran described in subdivision (a) of Public Contract Code Section 2202.5, or as a person described in subdivision (b) of Public Contract Code Section 2202.5, as applicable.

Proposers are cautioned that making a false certification may subject the Proposer to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three

(3) years in accordance with Public Contract Code Section 2205. Proposer agrees that signing the Proposal shall constitute signature of this Certification.

W. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions), as well as any sanctions imposed under state law (https://www.dgs.ca.gov/OLS/Ukraine-Russia). By submitting a bid or proposal, Proposer represents that it is not a target of Economic Sanctions. Should it be determined Proposer is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Proposer's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the County.

X. Final Authority

The final authority to award a Contract as a result of this RFP rests solely with San Bernardino County Board of Supervisors.

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions

1. The terms Proposer, Contractor, Provider, or Vendor/Applicant are used interchangeably throughout this document referring to the entity submitting a response and may subsequently become a Contractor.

2. The terms beneficiary, client, consumer, customer, participant, or patient are used interchangeably throughout this document and refers to the individual(s) receiving services.

3. Definition of May, Shall, and Should. Whenever in this document the words "may", "shall", and "should" are used, the following definitions shall apply: "may" is permissive; "shall" is mandatory; and "should" means desirable.

4. American Society of Addiction Medicine (ASAM) – ASAM is a professional society representing over 4,000 physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addictions.

5. American Society of Addiction Medicine (ASAM) Criteria – The ASAM Criteria is a set of guidelines for placement, continued stay, and transfer/discharge of patients with SUD and co-occurring conditions. The ASAM criteria provide separate placement criteria for adolescents and adults to create comprehensive and individualized treatment plans. Adolescent and adult treatment plans are developed through a multidimensional patient assessment over five broad levels of treatment that are based on the degree of direct medical management provided, the structure, safety and security provided, and the intensity of treatment services provided. ASAM's criterion uses six dimensions to create a holistic, bio-

psychosocial assessment of an individual to be used for service planning and treatment across all services and levels of care.

6. Care Coordination – Care Coordination consists of activities that organize and integrate substance use disorder (SUD), mental health, physical health, and ancillary services for a member, with the goal of restoring the member to their best possible functional level. Care Coordination must be provided with all levels of SUD treatment and may also be delivered and claimed to be a standalone service.

7. Case Management – Case management services assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management services focus on coordination of SUD care, integration around primary care especially for individuals with a chronic SUD, and interaction with the criminal justice system. Case management services may be provided by a Licensed Practitioners of the Healing Arts (LPHA) or certified counselor.

8. Certified Peer Support Services **–** Culturally responsive, recovery-oriented, strength-based services delivered by certified peer support specialists with lived experience of mental health and/or substance use challenges. Services promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, and development of natural support through structured individual and group activities. Peer Support Services may be delivered and claimed as a standalone service or in conjunction with other Drug Medi-Cal Organized Delivery System (DMC-ODS) services and levels of care, in clinical or non-clinical settings.

9. Certified Provider – A SUD clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in Title 22, California Code of Regulations; Section 51341.1.

10. Client – The San Bernardino County resident who will be receiving the services as described in the RFP.

11. Client Education – Client education provides research-based education on SUD, treatment, recovery, and associated health risks.

12. Collateral Services – Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the client.

13. Co-Occurring Disorders – Concurrent substance use and mental health disorders.

14. Cultural Competency – The acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the participant's family to aid in developing individualized supports and services.

15. Department of Behavioral Health (DBH) – DBH under state law provides mental health and/or SUD treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of twenty-four (24) hour residential treatment, non-medical withdrawal management (detoxification) services,

Outpatient Treatment services, Intensive Outpatient Treatment (IOT), case management, recovery centers and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

16. Drug Medi-Cal (DMC) Program – The DMC Program is the state system wherein beneficiaries receive covered services from DMC-certified SUD treatment providers.

17. Drug Medi-Cal Organized Delivery System (DMC-ODS) – DMC-ODS is a Medi-Cal benefit in counties that choose to participate, delivered either through county operated programs or contracts with DMC certified providers . DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria, in accordance with DHCS requirements and reside in a county that opts into the program. The county shall, in turn contract with DMC certified providers or provide county-operated services to provide all services outlined in the DMC-ODS.

18. DMC-ODS Services – DMC-ODS services are those services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; WIC 14124.24; and California's Medicaid State Plan, including the DMC ODS 1115 Demonstration Waiver special terms and conditions.

19. Evidence-Based – Evidence-based programs are programs that have been shown to have positive outcomes through high quality research. An evidenced-based program shall demonstrate the use of a minimum of two evidenced-based practices.

20. Group Counseling – Group Counseling is counseling in which one (1) or more therapists or counselors treat two (2) or more clients at the same time with a maximum of twelve (12) in the group, focusing on the needs of the individuals served.

    A beneficiary that is seventeen (17) years of age or younger shall not participate in group counseling with any participants who are eighteen (18) years of age or older. However, a beneficiary who is seventeen (17) years of age or younger may participate in group counseling with participants who are eighteen (18) years of age or older when the counseling is at the provider's certified school site.

21. Individual Treatment Plan (ITP) – An individualized, culturally appropriate treatment plan developed with the client and designed to help that client address problem areas associated with SUD. The individualized plan should be based on a comprehensive biopsychosocial assessment of the client and, when possible, a comprehensive evaluation of the family as well.

22. Licensed Practitioner of the Healing Arts (LPHA) – LPHA includes: Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.

23. Medical Necessity and Medically Necessary Services – SUD treatment services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of a disease, illness, or injury consistent with 42 CFR 438.210(a)(4) or, in the case of Early Periodic Screening, Diagnostic

and Treatment (EPSDT), services that meet the criteria specified in Section 1905(r) of the Social Security Act.

24. Medical Necessity Criteria – Adult beneficiaries must have one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, and must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria. Adults shall meet the ASAM Adult Dimensional Admission Criteria. Beneficiaries under age twenty-one (21) are eligible to receive Medicaid services pursuant to the EPSDT mandate. Under the EPSDT mandate, beneficiaries under age twenty-one (21) are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health.

25. Medications for Addiction Treatment (MAT) – Treatment that includes the use of all FDA-approved medications and biological products to treat SUD provided with accompanying clinical services appropriate to the member's needs. MAT may be provided in clinical or non-clinical settings and may be claimed as a standalone service or as part of another DMC-ODS level of care.

26. Medication Services – The prescription or administration of medication related to SUD treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services.

27. Outpatient Services – Means (ASAM level 1.0) outpatient service directed at stabilizing and rehabilitating persons up to nine hours of service per week for adults, and less than six hours per week of adolescents.

28. Peer-to-Peer Support – Support that is provided by a peer support specialist to others with similar mental health, substance use, or co-occurring mental health and SUD in order to achieve a desired social or personal change.

29. Performance Measure – Performance measure is a qualitative or quantitative characterization of performance. Performance measures are important because they help to set goals and standards; detect and correct problems; manage, describe, and improve processes; and document accomplishments.

30. Prevention – Activities applied during the early stages of substance use and would encompass attempts to prevent the transition from use to abuse and disorder. Early diagnosis, crisis intervention, and economic changes such as increasing alcohol taxes can decrease use and interrupt problematic patterns of use. Substance Abuse Mental Health Services Administration (SAMHSA) defines Secondary Prevention as "strategies designed to lower the rate of established cases of SUD or illness in the population (prevalence)." Center for Substance Abuse Prevention (CSAP) defines prevention as a "proactive process that empowers individuals and systems to meet the challenges of life events and transitions by creating and reinforcing conditions that promote healthy behaviors and lifestyles." Secondary Prevention Services are geared toward individuals and families that have previously experienced negative consequences related to substance use disorders and work to maintain healthy lifestyle choices.

31. Program – The Proposer, Contractor or Vendor/Applicants providing overall services described in this agreement; including but not limited to: the operations, facility, equipment, staff, methodology and services, etc.

32. Recovery Center (RC) - A community-based center whose purpose is to support individuals in recovery. The RC offers onsite services that include a wide variety of self-help groups, healthy socialization opportunities, information dissemination, vocational and educational opportunities, training classes, and in some cases Standalone Services Treatment. It also provides and gives access to services for the families and significant others of persons in recovery and can serve as a focal point for prevention services.

    RC components are not Drug Medi-Cal billable therefore do not require Drug Medi-Cal Certification.

    Components of Recovery Centers are:

    a. Smoking Reduction/Cessation classes: Assist clients to reduce and/or quit smoking and/or the use of any form of tobacco or other nicotine delivery system (I.E. E-cigarettes, vapes, etc.).

    b. Training – Evidence-based Drug Education: Minimum of twelve (12) weeks, designed to assist clients in topics including: Medical Aspects, SUD and the Law, Family Dynamics, and other SUD issues. Each topic shall have a pre and post-test.

    c. Training – Life Skills: Curriculum utilized shall be evidence based/performance based.

    d. Family Support: Such as family/marriage education, rebuilding the family system education, family support education.

    e. Groups: Skilled group therapy to increase clients' success in maintenance of abstinence (Recovery) through self-regulation, relapse prevention and coping strategies, utilizing evidence-based practices; such as Gorski Relapse Prevention or Hazelden's 12-Step Facilitation Outpatient Program.

    f. Social Activities: Free social activities and events for clients in recovery and their family members.

    g. Support Groups: To increase social support amongst members in recovery, either on site or by referral to self-help or faith-based support centers.

    h. Parenting Education: Increase parental competencies of children and adolescents through parent education, and linkage to childcare, and child development support services.

33. Relapse – A single instance of a client's substance use or a client's return to a pattern of substance use.

34. Recovery Services – Non-time-limited, recovery-oriented services designed to support ongoing recovery, prevent relapse, and restore the member to their best possible functional level. Recovery Services may be delivered and claimed as a standalone

service, concurrently with other DMC-ODS services, or as components within other levels of care. They may be provided in clinical or non-clinical settings, including community-based locations. Members may access Recovery Services based on self-assessment or provider assessment of relapse risk and do not need to be in remission or enrolled in another level of care.

35. Request for Proposals (RFP) – The document used to solicit a solution or solutions from Proposers to a specific problem or need. Although cost is important, appropriateness and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed cost.

36. Standalone Services Under DMC-ODS – DMC-ODS standalone services, as defined in DHCS Behavioral Health Information Notice (BHIN) 24-001, are reimbursable Medi-Cal services that may be delivered and claimed independently of another DMC-ODS level of care, consistent with medical necessity, documentation, and claiming requirements.

    The following services may be delivered and claimed as standalone services under DMC ODS:

    - Medications for Addiction Treatment (MAT)
    - Certified Peer Support Services
    - Standalone Services
    - Care Coordination

37. Substance Use Disorder and Recovery Services Block Grant (SUBG) – Federal funds awarded to US States and the District of Columbia, Puerto Rico, the U.S. Virgin Islands, 6 Pacific jurisdictions, and 1 tribal entity through the Substance Use and Mental Health Services Administration (SAMHSA). Grantees use the funds to plan, implement, and evaluate activities that prevent and treat SUD and promote public health.

38. Substance Use Disorder (SUD) – Includes substance use and substance dependence. Substance abuse is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. Substance dependence is a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues use of substances despite significant substance related problems. SUD service is the provision of services to prevent or reduce the harm of alcohol and other drugs throughout the County through community action, education, support, and collaboration.

39. Substance Use Disorder and Recovery Services (SUDRS) – The term “SUDRS” refers to San Bernardino County Department of Behavioral Health – Substance Use Disorder and Recovery Services.

40. The State – The “State and/or applicable State agency” as referenced in this RFP may include the Department of Health Care Services (DHCS), the Department of State Hospitals (DSH), the Department of Social Services (DSS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), the Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).

41. Welfare and Institutions Code (W&I) – A compilation of the legal codes in California that establish programs and services designed to provide protection, support or care of people. The purpose of these codes is to provide protective services to the fullest extent deemed necessary by the public agencies designated by the Board of Supervisors to perform duties as described.

42. Work Plan – An outline of tasks to be completed. Work Plans provide an overview of identified goals, objectives, and target populations that the Proposer(s) will address with tentative timelines and completion dates.

43. Unit of Service – Time spent by Provider staff to SUD program services to the client(s). With respect to SUD treatment services, a unit of services include staff time spent conducting client visits, collateral visits, and group treatment sessions. Other services, including time spent staffing client charts and documenting treatment sessions in the charts, should be included in the Provider's cost of the unit of service.

    a. For case management, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a beneficiary in 15-minute increments on a calendar day.

    b. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUD per visit or in fifteen (15) minute increments.

    c. For physician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in fifteen (15) minute increments.

    d. For residential services, providing twenty-four (24) hour daily service, per beneficiary, per bed rate. For withdrawal management per beneficiary per visit/daily unit of service.

    e. For withdrawal management per beneficiary per visit/daily unit of service.

A. Background

DBH is responsible for providing mental health and/or SUD services to County residents who are experiencing major mental illness and/or SUD. DBH-SUDRS provides a full range of SUD prevention, treatment services and education for communities and residents of the County through contracts with community-based organizations and County-operated clinics with the goal of promoting prevention, intervention, recovery and resiliency for individuals and families.

These services are designed to meet the needs of diverse persons living in recovery from SUD, as well as their families and the community. These services are a vital part of DBH's continuum of care and the recovery process.

SUD are chronic relapsing disorders, thereby making the prevention of relapse one of the critical elements of effective and sustained recovery.

Relapse is a process in which an individual who has established abstinence or sobriety experiences recurrence of signs and symptoms of active addiction, often including resumption of the pathological pursuit of reward and/or relief through the use of substances and other behaviors. When in relapse, there is often disengagement from recovery activities. Relapse can be triggered by:

1. Exposure to rewarding substances and behaviors;
2. Exposure to environmental cues to use;
3. Exposure to emotional stressors that trigger heightened activity in brain stress circuits.

The event of using or acting out is the latter part of the process, which can be prevented by early intervention/prevention, which is what these services can provide for the client who is triggered, has relapsed or as a measure to prevent relapse.

The services sought in response to this RFP are intended to respond to the above issues as an integral component of the client's recovery process.

B. Program Description

The primary purpose of Recovery Centers and Recovery Services is to support the recovery efforts from SUD of persons in the community. These services are designed to provide a supportive substance free environment. Persons in recovery, seeking recovery, or trying to maintain recovery goals, can work with one another to secure resources that will help sustain and strengthen recovery efforts.

These services offer a wide variety of focused self-help groups, healthy socialization opportunities, information dissemination, vocational and educational opportunities, training classes, and when deemed medically necessary Recovery Services which consists of counseling and other necessary services to stabilize the beneficiary and reassess if further care is needed. Recovery Services are provided in the context of an ITP that includes specific goals. These services provide access to families and significant others of persons in recovery and can serve as a focal point for prevention services.

Proposers will chose and provide a proposal for the following requested services (**Attachment C** – Statements of Certification).

Recovery Center services only: Define whether proposing for the Adult eighteen plus (18+) population or the Youth (Ages twelve (12) through seventeen (17)) population ***or*** both, Proposing for only RC does not require the proposer to be Drug Medi-Cal certified as services provided are not Drug Medi-Cal billable.

Recovery Center and Standalone Services Under DMC-ODS: Define whether proposing for the Adult (eighteen plus (18+)) population or the Youth (twelve (12) through seventeen (17)) population ***or*** both. Proposing for Recovery Centers ***and*** Standalone Services requires the proposer to be Drug Medi-Cal certified as these services are Drug Medi-Cal billable. Both Recovery Centers and Standalone Services can be provided in one location/facility that is Drug Medi-Cal Certified.

1. Program Objective

The objective of this RFP is to solicit proposals for Recovery Center with optional DMC-ODS Standalone Services. Successful Proposer(s) will be required to clearly articulate which services they choose to provide and clearly describe each service component. The services described in this RFP are designed to provide assistance to those in the recovery community of the County.

2. Program Requirements

The Program narrative from the Proposer(s) must be consistent with the procurement conditions and requirements listed in this document particularly with regard to Section IV: Program Requirements (Scope of Work). Each proposal should describe, in detail, how the minimum requirements will be met.

a. Regions to be served:

i. East Valley/San Bernardino Metropolitan Area: Includes the communities of San Bernardino, Redlands, Loma Linda, Muscoy, Highland, East Highland, Bryn Mawr, and Yucaipa.

ii. West Valley: Includes the communities of Fontana, Rancho Cucamonga, Upland, Ontario, Montclair, Chino and Chino Hills.

iii. Central Valley: Includes the communities of Colton, Grand Terrace, Bloomington, and Rialto.

iv. Desert/Mountain Region: Includes the communities of Barstow and the Victor Valley (Victorville, Hesperia, Apple Valley, Phelan, Adelanto) Morongo Basin, Yucca Valley, Joshua Tree, 29 Palms, Needles, Trona, Big Bear, Crestline, Lake Arrowhead, Rim of the World and surrounding communities.

b. Operation Guidelines:

Proposer(s) shall complete and submit with proposal the SUDRS Provider Information Report **Attachment N.** Supply any supporting documents indicated in the SUDRS Provider Information Report with proposal submission.

Recovery Center and Standalone Services

i. Proposer(s) shall provide services for diverse clients, their family and their other support systems who are seeking recovery.

ii. Proposer(s) shall provide a description of the scheduled operational hours and post them at the facility entrance. Hours of operation should be sufficient for clients with/without obligations such as; work, school and family to participate in services offered which include times such as nights, weekends and holidays. If scheduled operational hours change, SUDRS shall be notified.

iii. Proposer(s) shall maintain sufficient staff, volunteers and interns with adequate knowledge, skills and ability; available during operating hours to maintain operations and services. Volunteers and interns shall be supervised by regular status staff.

iv. Proposer(s) shall ensure staff, volunteers and interns are trained and instructed in the facilities emergency procedures.

v. Proposer(s) shall maintain all Federal, State and locally required, permits, licenses, clearances and certifications necessary for operation of program services.

Standalone Services specific:

DMC-ODS Services shall establish medical necessity through a comprehensive assessment. The initial medical necessity determination shall be provided through a review by a LPHA who will provide a diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders (with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders). After establishing a diagnosis, the ASAM Criteria will be applied to determine placement into the appropriate level of assessed services.

c. Facility Requirements:

Recovery Center and Standalone Services

i. Proposer(s) shall provide all facilities, facility management, supplies and other resources necessary to establish and operate the program.

ii. Proposer(s) facility shall have sufficient space for services, activities, staff and administrative offices as needed or as necessary.

iii. Proposer(s) shall obtain and/or maintain a location that will be appropriate and accessible for the selected service regions and readily accessible by public transportation and shall be in compliance with Americans with Disabilities Act (ADA) and California State Administration Code Title 24.

iv. Proposer(s) shall maintain first aid supplies and they shall be readily available in the facility.

Standalone Services Specific:

Standalone Services requires Drug Medi-Cal Certification.

d. Regulations and Standards:

Recovery Center and Standalone Services

i. Proposer(s) shall maintain compliance with all non-discrimination laws and regulations and ensure clients are allowed participation in services regardless of anticipated outcomes.

ii. Proposer(s) shall comply with all applicable Federal, State and local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements as to staff, volunteers and interns.

iii. Proposer(s) shall have written crisis intervention protocols and techniques and shall ensure staff, volunteers and interns are trained in those protocols and techniques.

iv. Proposer(s) shall comply with all state and federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Part 2, Title 42 Code of Federal Regulations; Welfare Institutions Code Sections 5328 et. seq., and 14100.2; Sections 11878, 11812 and 11977 of the Health and Safety Code and Title 22, California Code of Regulations

Section 51009 and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

v. Proposer(s) shall ensure staff, volunteers and interns are knowledgeable and adhere to the San Bernardino County DBH Grievance and Appeals Policies and Procedures.

vi. Proposer(s) shall ensure all incidents with clients are reported on the "Unusual Occurrence/Incident Report" County form QM053. Incidents can be, but are not limited to:

- Dangerous Behavior
- Medical/Injury
- Disturbance/Destruction of Property
- Victimized
- Death
- Dangerous Behavior – Self
- Inappropriate Sexual Behavior
- Other's (not listed)

All incidents shall be reported to Proposer(s) supervisory staff immediately. Staff, volunteers and interns witnessing the incident shall complete the QM053 form. Supervisory staff shall conduct an investigation and complete applicable sections of the QM053 form and submit a copy to the DBH Program Manager/designee by the next working day.

Standalone Services Specific

Standalone Services Proposer(s) shall maintain compliance with/and follow all treatment regulations; such as but not limited to: DMC-ODS, Alcohol and/or Other Drug Program Certification Standards, Adolescent SUD Best Practices Guide and SUBG and any other standards and/or regulations as defined by funding source. No formal amendment to a contract is required for new regulations or guidelines to apply, and proposer shall be responsible for ensuring compliance with any new regulations or guidelines.

e. Required Referrals:

Recovery Center and Standalone Services

i. Proposer(s) can refer clients to the Screening Assessment and Referral Center if identified by staff that a need for a higher level of SUD treatment service exists, or Proposer shall transition clients to higher level of care when deemed appropriate.

Clients can be referred to:

Screening Assessment and Referral Center (SARC)

Phone (800) 968-2636

ii. Proposer(s) shall promptly refer clients for medical and/or psychiatric evaluation when deemed appropriate by staff.

iii. Proposer(s) shall have knowledge of diverse community resources available for basic living needs in order to refer clients for items such as: food, housing, clothing, transportation services and child care services.

iv. Proposer(s) shall provide referrals, information, literature and pamphlets, etc., in multiple languages and formats as appropriate.

v. Proposer(s) shall initiate diverse collaborative community partnerships and service systems. The Proposer(s) will establish procedures that will ensure strong, reliable linkages with other community service providers, service organizations, SUD network for client support. These collaborative efforts shall be designed to integrate, coordinate and access necessary support services within the community in order to ensure successful client recovery. These efforts shall help achieve mutual goals espoused by Federal, State, and County systems to integrate services, prevent relapse through the use of community support services, reduce fragmentation of care and establish better communication and collaboration at all levels, but particularly among local providers and agencies who work with this target population.

f. Written Procedures:

Recovery Center and Standalone Services

i. Proposer(s) shall maintain a written Personnel Policy and Procedures Manual in accordance with current State and County standards. The written procedures and all updates shall be provided to all staff, volunteers, and interns charging hours to this agreement. The written Personnel Policy and Procedures Manual shall be submitted to DBH upon request.

ii. Proposer(s) shall maintain written policies and procedures for items such as, but not limited to:

- Crisis Intervention;
- Safety/Emergency Procedures;
- Evidence Based curriculum utilized;
- Rules of Conduct for Clients and Guests; and/or
- Staff Continuing Education and Training.

Proposer(s) shall maintain a written policy and procedure manual for all services provided. The written policy and procedure manual shall be kept at the service location. Staff, volunteers and interns shall be trained in these policies and procedures.

g. Quality Management

Recovery Center and Standalone Services

i. Proposer's organization shall have a Quality Management component designed to monitor and improve quality of care. The Quality Management component shall monitor services and provide interventions, as needed, that are designed to achieve significant improvement in areas of client satisfaction and positive outcomes.

ii. Proposers shall have a written Quality Improvement Plan (QIP) which clearly defines and establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement.

a) The QIP shall include clearly defined goals, objectives, and activities that are client-centered and designed to achieve improvement in the quality of care and positive outcomes for clients being served by the program.

b) Proposer shall provide a copy of their QIP and any instruments used to obtain data for the goals, objectives and outcomes defined in the QIP, such as; surveys, assessments, questionnaires, etc.

If Proposer is currently providing any type of SUD treatment services, Proposer shall provide a sample report of outcomes achieved during the last fiscal year. If proposer is new to SUD treatment, Proposer shall submit a sample report template of outcomes anticipated to be achieved in this SUD Treatment program.

c) Proposer shall participate in the DBH outcomes program which will include; attending meetings, the development of system-wide outcomes, development of tools utilized to measure outcomes and analysis of QIPs to ensure outcomes are improving client care.

Once DBH system–wide outcomes are developed, quarterly and annual reports will be required to be submitted to SUDRS Administration to allow DBH to compile and assess overall system-wide progress towards achieving defined goals, objectives and outcomes.

The following are outcomes to be considered:

Recovery Center:

- Clients have reduced or ceased smoking;
- Clients have increased awareness of SUD;
- Clients have increased their skills in dealing with everyday activities (IE: Budgeting, Self-Care, Substance Use Refusal Skills, Parenting Skills, etc.);

- Clients have increased their protective factors/decreased their risk factors; and/or
- Clients increased skills at maintaining abstinence.

Standalone Services

- Clients who have been triggered or have relapsed have realized a decrease in symptoms; and/or
- Clients have developed skills to deter triggers.

The Proposer(s) shall work in collaboration with DBH so that Outcomes will be collected, reported and measured. Proposer may wish to refer to the SAMHSA developed National Outcome Measures (NOMs). The NOMs are designed to embody meaningful, real life outcomes for people who are striving to attain and sustain recovery.

iii. Recovery Center Specific

Proposer(s) shall submit annual and monthly reports utilizing DBH approved templates. The reports shall include the total number of participants and the activities and/or programs participation (head count).

Data that shall be captured at a minimum:

a) How many clients participated in Smoking Reduction/Cessation/– Monthly and Fiscal Year to Date;

b) How many clients participated in Training-Evidence-Based Drug Education Trainings – Monthly and Fiscal Year to Date;

c) How many clients participated in Training-Evidence-Based Life Skills Trainings Monthly and Fiscal Year to Date;

d) How many clients participated in Family Support Education Monthly and Fiscal Year to Date;

e) How many clients participated in Skilled Group Therapy Monthly and Fiscal Year to Date;

f) How many free Social Activities/Community Events offered to clients and their families and the number of participants for each event – Monthly and Fiscal Year to Date;

g) How many clients participated in Support Groups Monthly and Fiscal Year to Date; and

h) How many clients participated in Parenting Education Monthly and Fiscal Year to Date:

- Monthly Reports are due by the 5th business day of the month following the report month.

- Annual reports are due no later than 30 calendar days after the end of the fiscal year.

h. Information Technology and Data Reporting:

Recovery Center and Standalone Services

i. Recovery Center services are not a Drug Medi-Cal billable service. Services provided will be invoiced to DBH for payment. Any Proposer who becomes a subcontractor for DBH will be provided information and training on these requirements.

ii. Proposer(s) shall maintain technology that facilitates the collection, maintenance and reporting of data necessary to comply with the County's DBH data requirements.

iii. Proposer(s) shall maintain at least one (1) computer with Internet capability for the use of supporting clients with community resources, linkage and consultation, etc.

iv. Program data and related required reports and forms shall be submitted electronically to SUDRS Administration.

v. Proposer(s) shall maintain the capability of transmitting and receiving information through electronic mail (e-mail).

Standalone Services Specific

Standalone Services are Drug Medi-Cal billable. Proposer will be provided access into the DBH billing system where these services will be billed either through direct entry of upload files. This system requires completion of required elements to capture needed data and service information, such as but not limited to: Initial Call Log that enables DBH to track access to services, CalOMS information to meet State reporting requirements, etc. Any Proposer who becomes a subcontractor for DBH will be provided information and training on these requirements.

i. Audits or Reviews:

Recovery Center and Standalone Services

i. Recovery Center services are not Drug Medi-Cal billable, but due to funding utilized are still subject to audits from DHCS or any other Federal/State agency and DBH.

ii. Proposer(s) shall give their full cooperation in any auditing or reviews conducted by DHCS, or any applicable state agency(ies), and DBH Staff. DBH shall perform reviews at their discretion which may include but not be limited to:

- Formal Annual Reviews;
- Bi-Annual Formal Reviews;
- Quality Assurance Reviews;

- Site Reviews;
- Direct Service Observation;
- Quarterly Follow-Up Reviews; and/or
- Technical Assistance.

iii. If Proposer(s) collects fees, written policies and procedures shall be established for fee collection to include a description of the internal audit procedures and documentation required for any fees collected. Fees collected shall be clearly documented for audit purposes.

Standalone Services Specific

Standalone Services are Drug Medi-Cal billable therefore subject to DHCS monitoring reviews and audits or any other Federal/State agency and DBH.

j. Staff Requirements and Levels:

Proposer(s) shall provide staffing levels and qualifications appropriate to meet the needs of program services and clients participating.

Recovery Center and Standalone Services

i. Proposer(s) shall administer and manage staff, volunteers, and interns and provide management systems and have a written Personnel Policy and Procedure Manual.

ii. Proposer(s) shall be required to provide services in a culturally competent manner by recruiting, hiring and maintaining staff that can provide services to a diverse population.

iii. Proposer(s) shall ensure that staff possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations for Standalone Services.

iv. Proposer(s) shall submit a staffing plan, including number, type, and job descriptions for program positions. Staffing must be sufficient to provide the requested services. (Resumes are not required)

v. Proposer(s) shall recruit, hire, train and maintain staff/volunteers/interns personally and professionally qualified and appropriately licensed and/or certified for all services rendered, if necessary and/or required by regulations and/or standards.

vi. Proposer(s) shall ensure there shall be at least one staff member in the facility that is capable of providing First Aid and Cardio-Pulmonary Resuscitation (CPR) at all times during operating hours. Staff providing First Aid and/or CPR shall be qualified by the American Red Cross or other recognized agency. Verification of CPR certification shall be placed in the personnel file.

vii. Proposer(s) shall ensure all staff, volunteers, and interns providing services shall have required criminal record review and clearance.

viii. Proposer(s) shall provide to all staff, volunteers, and interns regular periodic training that covers the following and this shall be documented in the personnel file:

- Emergency Procedures
- Individual and Agency Emergency Preparedness
- Emotional Responses to Emergency
- Utility Shut-Off Procedures
- Fire Suppression and Proper Use of Fire Extinguishers

ix. All staff, volunteers, and interns shall be trained or shall have experience which provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance and this shall be documented in the personnel file:

- General knowledge of SUD and the principles of recovery.
- Principles of communicable disease prevention and control.
- Recognition of early signs of illness and the need for professional assistance.
- Availability of community services and resources.
- Recognition of individuals under the influence of alcohol and/or drugs.

x. Proposer(s) shall maintain a drug free work environment. Staff, volunteers, and interns shall be drug tested prior to hire. Drug test results shall be negative for illegal drug use. Results shall be maintained in the personnel file. Proposer shall include a signed release by the staff member, volunteer, or intern, per the Health Insurance Portability and Accountability Act (HIPAA) that allows for drug testing information to be kept in the personnel file.

xi. All staff, volunteers, and interns shall be in good health: As defined by and verified as indicated in the Department of Alcohol and Drug Programs, California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – section 10564).

xii. Proposer(s) shall not use clients as substitutes for required staff but clients shall be permitted to participate in duties and tasks as a volunteer when all volunteer requirements and clearances are met.

xiii. Proposer(s) shall either adopt the DBH Code of Conduct or develop its own Code of Conduct which shall include but not be limited to: standards related to substance use; staff, volunteers, interns, and client relationships;

prohibition of sexual conduct with clients; and conflict of interest. A copy of the Code of Conduct shall be posted in the facility.

- If the Proposer(s) elects to develop its own Code of Conduct such document shall be reviewed and approved, in writing, by DBH.
- The Proposer(s) shall distribute to all staff, volunteers, interns, subcontractors, and members of the Board of Directors a copy of the Code of Conduct, annually. Proposer(s) shall document that such persons have received, read, understand and will abide by said Code of Conduct.

xiv. In order to effectively serve the clients of San Bernardino County, Proposer(s) shall have the ability to address the most recent threshold languages of the County, whether by implementation of best practice, by having bilingual staff, or as a secondary process by utilizing formal interpreter services.

xv. Proposer(s) shall have the ability to refer other Limited English Proficiency (LEP) consumers to appropriate providers in the area.

xvi. Proposer(s) shall develop, maintain and implement an ongoing training program, which shall include but not be limited to participation in County sponsored and other cultural competency training for all staff/volunteers/interns in addition to specific training related to their duties or required for their professional license or certification. Staff, volunteer, and intern participation in training shall be documented and kept in the personnel file for three (3) years.

xvii. Proposer(s) shall have a separate and appropriate written policy and procedures section regarding the utilization of volunteers and interns in the services provided and standards they must follow and this shall be incorporated into the written Personnel Policy and Procedures Manual.

xviii. The written Personnel Policy and Procedures Manual shall contain the following for all staff, volunteers, and interns:

- Recruitment Procedures;
- Screening and Selection Procedures;
- Training and Orientation Process;
- Personnel File Documentation Requirements;
- Duties and Assignments (Job Description);
- Supervision and Evaluation Responsibilities; and
- Protection of Confidentiality Procedures.

xix. Proposer(s) shall maintain complete personnel files for all staff, volunteers, and interns.

xx. Personnel files contain confidential information and shall be stored appropriately. They shall be made available to applicable state agency(ies), and DBH contract monitoring staff , as necessary.

Standalone Services Specific

i. Proposer(s) providing Standalone Services shall have a Medical Director who prior to the delivery of services has enrolled with DHCS under applicable state regulations and has been screened in accordance with 42 CFR 455.450(a).

Staffing levels and qualifications shall be appropriate to meet the needs of the clients. Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

- Licensed physicians;
- Licensed psychologists (including waivered psychologists);
- Licensed clinical social workers (including waivered or registered clinical social workers);
- Licensed professional clinical counselors (including waivered or registered professional clinical counselors);
- Licensed marriage and family therapists (including waivered or registered marriage and family therapists);
- Registered nurses (including certified nurse specialists and nurse practitioners);
- Licensed vocational nurses; and
- Licensed psychiatric technicians, and licensed psychiatric technicians, and licensed occupational therapists.

All licensed, certified, or registered counseling staff, shall enter their registration or certification information in the DBH Staff Master which is accessible at:
http://www.sbcounty.gov/dbh/Staffmaster%20Worksheet/Default.aspx

and, shall update registration or certification via the DBH Staff Master Update at: http://www.sbcounty.gov/dbh/Staffmaster/Default.aspx

ii. Proposer(s) staffing levels shall meet the current requirements of the State of California, DHCS-SUD Programs, as applicable. Primary service delivery staff must be registered/certified by a State approved organization.

iii. Proposer(s) staff providing services shall be trained and have experience in SUD treatment. Staff working with specific populations (such as Adolescents) shall have additional trainings specific to the population being

served. Adolescents SUD Best Practices Guide have specific trainings that are required for working with the Adolescent population.

- Adolescent SUD treatment, including addiction, recovery, adolescent development, and the intergenerational nature of SUD;
- Developmentally appropriate, culturally responsive, gender responsive, and trauma informed care;
- Co-occurring mental health disorders, adolescent health and safety, and signs of abuse or neglect;
- Familiarity with community resources and youth systems, including education, child welfare, juvenile justice, foster care, physical health care, and mental health;
- Family dynamics, family engagement, and the role of families and supportive adults in adolescent treatment and recovery; and
- Legal and ethical issues related to serving minors, including informed consent, confidentiality, disclosure of protected information, mandatory reporting, child abuse/neglect reporting, duty-to-warn, and appropriate professional boundaries.

iv. Peer Support Specialists must be certified by California Mental Health Services Authority (CalMHSA) and trained by DBH prior to providing any billable service.

v. Staff shall be trained to provide assessment and evaluations; shall be familiar with and trained in ASAM criteria, Outpatient and/or IOT services, referral services; and shall have the expertise in crisis intervention, psychosocial assessment, and treatment planning, if required, based on their staff position.

vi. At a minimum, all Selected Proposers management and staff conducting assessments shall complete two (2) ASAM e-Training modules:

- ASAM Multidimensional Assessment
- From Assessment to Service Planning and Level of Care

The following third module is recommended, but shall not be mandatory:

- Introduction to the ASAM criteria

3. Administrative Requirements

Recovery Center and Standalone Services

a. Proposers must have the ability to maintain adequate files and records and meet statistical reporting requirements.

b. Proposers must have the administrative and fiscal capability to provide and manage the proposed services and to ensure an adequate audit trail.

4. Methodology

Recovery Center and Standalone Services

Proposer(s) shall include at minimum:

a. The methodology employed by the Proposer(s) shall be approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the DBH Director (or designee).

b. Proposer(s) shall base all services and activities on the results of a thorough needs assessment of objective data about SUD trends within the area of the County to be served. The assessment should also include elements that will identify accessibility for and sensitivity to physically-challenged and diverse communities. Proposer(s) shall base program activities and strategies on the results of that needs assessment.

c. Proposer(s) shall design and implement program services and activities based on research and evaluation that provides evidence that the methods employed and services offered to beneficiaries whether they are triggered, have relapsed, or as a measure to prevent relapse can assist persons attain/sustain recovery and empower clients to pro-actively seek out and take advantage of services that help them lead a productive and functional life.

d. Proposers(s) shall gain and demonstrate an understanding of the community's culture and how those cultures are affected by SUD. An understanding of the culture(s) to be served and evidence that the services to be offered are appropriate to those cultures. In this regard the term "culture" should be interpreted in its broadest sense and include consideration of age, gender, disabilities, sexual orientation, faith, ethnicity, socio-economic profile, etc.

Proposer(s) shall develop culturally appropriate program components for the individual target populations to be served.

5. Recovery Center

Proposer(s) shall define the specific services, performance-based programs, programming or evidence-based curriculum for educational/group activities to be offered at the Recovery Center. Proposer(s) chosen to contract with DBH shall be required to submit a Work Plan prior to contract start date and every fiscal year, which is due 30 calendar days after the beginning of the new fiscal year (July 1).

Recovery Center services shall include but not be limited to:

a. Smoking Reduction/Cessation: Assist clients to reduce and/or quit smoking and/or the use of any form of tobacco or other nicotine delivery system (I.E. E-cigarettes, vapes, etc.). This includes providing vital information about the nature and dangers of nicotine in clear forthright language.

   i. To enhance treatment outcomes with a multi-format program combining the best elements of behavioral therapy and self-help philosophy.

   ii. To reduce the risk of relapse for chemically dependent clients.

b. Training – Evidence-based Drug Education: Minimum of twelve (12) weeks, designed to assist clients in topics including: Medical Aspects, SUD and the law, family dynamics, and other SUD issues. Each topic shall have a pre and post-test.

c. Training – Life Skills: Curriculum utilized shall be evidence based/performance based and shall include pamphlets and workbooks, etc. that provide an easy way to learn the skills necessary to cope with, and succeed in everyday life. Include topics such as, but not limited to: Looking for Work, Making Decisions, Managing Money, Hygiene, Self-Care, Refusal Skills, Values and Personal Responsibility. Evidence based/performance based curriculum utilized by Proposer(s) shall be approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the DBH Director (or designee).

d. Family Support: Such as linkages to childcare, parent education, child development support services, and family/marriage education. To improve relationships with clients and families resulting from support groups. The curriculum shall be evidence-based/performance-based. Focus shall be on educating families regarding the disease concept, issues with co-dependencies and behaviors behind them, education about relapse prevention, identifying the warning signs and triggers. Education on family roles and the dynamics with the substance mis-user. The evidence-based/performance-based curriculum utilized by Proposer(s) shall be approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the DBH Director (or designee).

e. Groups: Increase client success in maintenance of abstinence (Recovery) utilizing evidence-based practices such as Gorski Relapse Prevention or Hazelden's 12-Step Facilitation Outpatient Program. Gorski integrates relapse prevention principles with the traditional disease framework on addiction.

   i. Help the client identify the Post-Acute Withdrawal Symptoms and how that applies in their life.

   ii. Help the client learn to identify a crisis and how to address that situation to develop a prevention plan.

   iii. Help educate clients on having balance in their life, identifying appropriate diet, health, physical activities, and the correct amount of sleep.

   iv. Help the client develop strategies to work with stressful situations.

f. Social Activities: Free social activities and events for clients in recovery and their family members. Make available a safe and sober environment for members of the recovery community and families to enjoy. Encouraged events are dances, barbeques, karaoke and movie nights. If grant funding is available, off site activities should be planned such as miniature golfing, bowling, fishing, music events, etc.

g. Support Groups: either on site or by referral to self-help and faith-based support; Alcoholics Anonymous (AA), Narcotics Anonymous (NA), AL-Anon, Eating Disorders Anonymous, Dual Diagnosis Anonymous, and Overeaters Anonymous (OA), etc.

h. Parenting Education: To increase parental competencies of children and adolescents. Parent project specifically works with destructive adolescent

behaviors. Identifying factors include poor school attendance or performance, emotional and behavioral problems, suspected criminal activity, gang affiliation or arrest. This will be a ten-week, topic focused, on-going facilitated support group meeting designed to refine parenting skills while providing needed emotional and practical support as families begin to make changes at home.

All services should be provided free of cost to attendees. If Proposer(s) identify any services that cannot be offered free of cost, Proposer(s) shall clearly identify those services in the proposal. Proposer shall identify any services that cannot be provided free of cost for the client prior to the commencement of the service, and what the fee is for that service and the method of payment accepted.

When Proposer(s) collects fees, written procedures shall be established for fee collection and fees collected shall be clearly documented for audit purposes.

6. Standalone Services

DMC-ODS standalone services may include:

a. Care Coordination;

b. Recovery Services;

c. Medications for Addiction Treatment (MAT); and

d. Peer Support Services.

Standalone services may be provided independently of a DMC-ODS level of care, concurrently with other DMC-ODS services, or as part of a level of care when permitted by DHCS requirements. Clients do not need to be actively enrolled in a treatment level of care to receive standalone services when the service is medically necessary and all applicable access, staffing, documentation, and claiming requirements are met.

Contractor shall document medical necessity, service need, care coordination, progress, and referrals in the client record in accordance with DBH, DHCS, DMC-ODS, Medi-Cal, and confidentiality requirements. Contractor shall comply with all applicable reporting and claiming requirements for each standalone service provided.

7. Program Consideration

Recovery Center and Standalone Services

a. Selected Contractor(s) must have a location accessible by public transportation, approved by DBH, and consistent with ADA requirements.

b. Evaluation Requirements: Proposers must demonstrate the technical capacity to identify performance objectives and to collect and report data on program performance and outcomes.

c. Selected Proposers(s) will ensure that personnel possess appropriate licenses and certificates and be qualified in accordance with applicable statutes and regulations. Selected Proposers(s) will obtain, maintain and comply with all necessary government authorizations, permits and licenses required to conduct its operations. In addition, selected Proposer(s) will comply with all applicable Federal, State and

local laws, rules, regulations and orders in its operations, including compliance with all applicable safety and health requirements as to employees.

V. CONTRACT REQUIREMENTS

A. General

The selected Proposer(s) may be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to the County or the objections will be deemed to have been waived.

Please note that the final contract may contain additional terms and conditions not listed herein.

1. Representation of the County

In the performance of the Contract, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County.

2. Contractor Primary Contact

a. Contractor will designate an individual to serve as the primary point of contact for the Contract. Contractor shall not change the primary contact without written notification and acceptance of the County. Contractor shall notify DBH when the primary contact will be unavailable/out of the office for one (1) or more workdays and will also designate a back-up point of contact in the event the primary contact is not available. Contractor or designee must respond to DBH inquiries within two (2) business days.

b. Contractor shall provide DBH with contact information, specifically, name, phone number and e-mail address of Contractor's staff member who is responsible for the following processes: Business regarding administrative issues, Technical regarding data issues, Clinical regarding program issues; and Facility.

3. Background Checks for Contractor Personnel

Contractor shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide Services to the County; and (c) are not otherwise disqualified from performing the Services under applicable law. If requested by the County and not in violation of applicable law, Contractor shall conduct a background check, at Contractor's sole expense, on all its personnel providing. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Contractor's standards for employment. Such background check shall be in the form generally used by Contractor in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding twelve (12) month period. Contractor personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or Services, and County shall have the right, at its sole option, to refuse access to any Contract personnel to any County facility.

4. Change of Address

   Contractor shall notify DBH in writing of any change in mailing address within ten (10) calendar days of the address change.

5. Choice of Law

   This Contract shall be governed by and construed according to the laws of the State of California.

6. Compliance with County Policy

   In performing the Services and while at any County facilities, Contractor personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the Services, and all additions and modifications to each of subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Contractor or Contractor personnel or may be made available to Contractor or Contractor personnel by conspicuous posting at a County facility, electronic posting, or other means generally used by County to disseminate such information to its employees or contractors. Contractor shall be responsible for the promulgation and distribution of County Policies to Contractor personnel to the extent necessary and appropriate.

   County shall have the right to require Contractor's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

7. Contract Assignability

   Without the prior written consent of the County, the Contract is not assignable by Contractor either in whole or in part.

8. Contract Amendments

   Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when they have been reduced to writing, duly signed by both parties and attached to the original of the Contract and approved by the required persons and organizations.

9. Contract Exclusivity

   This is not an exclusive Contract. The County reserves the right to enter into a Contract with other Contractors for the same or similar Services. The County does not guarantee or represent that the Contractor will be permitted to perform any minimum amount of work, or receive compensation other than on a per order basis, under the terms of this Contract.

10. Copyright

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge San Bernardino County Bernardino Department of Behavioral Health as the funding agency and Contractor as the creator of the publication. No such materials or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Contractor in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to this Contract must be filed with and approved by the County prior to publication. Contractor shall receive written permission from DBH prior to publication of said training materials.

11. Ownership of Documents

All documents, data, products, graphics, computer programs and reports prepared by Contractor or subcontractor pursuant to the Agreement shall be considered property of the County upon payment for services. All such items shall be delivered to DBH at the completion of work under the Agreement. Unless otherwise directed by DBH, Contractor may retain copies of such items.

12. Equipment and Other Property

All equipment, materials, supplies or property of any kind (including vehicles, publications, copyrights, etc.) purchased with funds received under the terms of the Agreement which has a life expectancy of one (1) year or more shall be the property of DBH, unless mandated otherwise by the Funding Source. Additional provisions related to the purchase of furniture, equipment and assets with funds received under this Agreement shall be included in the final contract. The disposition of equipment or property of any kind shall be determined by DBH when the Agreement is terminated.

13. Attorney Costs & Fees

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Section V Part B-1 Indemnification.

14. Conflict of Interest

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

15. Grievance and Complaint Procedures

Contractor shall ensure that staff are knowledgeable of and compliant with the San Bernardino County Beneficiary Grievance and Appeals Procedures and ensure that any complaints by recipients are referred to DBH in accordance with the procedure.

16. Confidentiality

a. Contractor agrees to comply with confidentiality requirements contained in the Health Insurance Portability and Accountability Act of 1996 (HIPAA), commencing with Subchapter C; 42 Code of Federal Regulations Part 2; and all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Welfare and Institutions Code Sections 5328 et. seq. and 14100.2; Section 11812 of the Health and Safety Code; and Title 22, California Code of Regulations Section 51009. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

b. Contractor and its employees, agents or subcontractors shall protect from unauthorized disclosure of PII or PHI concerning persons receiving services or being referred for services related to this agreement.

c. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of DBH's, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance. Contractor shall have all employees sign acknowledgement of the Oath on an annual basis. Said confidentiality statements must be kept for inspection for a period of six (6) years following contract termination.

d. Contractor shall not use or disclose PHI other than as permitted or required by law.

e. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. The HIPAA Privacy Rule and Security Rule specify requirements with respect to contracts between a Covered Entity and its Business Associates. Contractor shall comply with the attached Business Associate Agreement (**Attachment Q**). Contractor further agrees to comply with the requirements of other federal and state law that applies to the information collected and maintained by Contractor for Services performed pursuant to Contract.

17. DBH Research Policy

Independent research involving clients shall not be conducted without the prior written approval of the Director of DBH. Any approved research must follow the guidelines in the DBH Research Policy.

18. Data Collection and Performance Outcome Requirements

Contractor shall comply with all local, State and Federal regulations regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement process, as required by the State and/or DBH and as outlined in

the California Outcomes Measurement System (CalOMS). For Mental Health Services Act (MHSA) programs, Contractor agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update.

Contractor shall comply with all requests regarding local, State and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested.

19. Contract Reimbursement

a. During the term of this Agreement, the County shall reimburse Contractor in arrears for eligible expenditures provided under this Agreement and in accordance with the terms. County reimbursements to Contractor for performance of eligible expenditures hereunder are provisional until the completion of all settlement activities.

b. County's adjustments to reimbursements to Contractor will be based upon State adjudication of Medi-Cal claims, contractual limitations of this Agreement, application of various County, State and/or Federal reimbursement limitations, application of any County, State and/or Federal policies, procedures and regulations and/or County, State or Federal audits, all of which take precedence over monthly claim reimbursement. State adjudication of Medi-Cal claims, audits, as such payments, are subject to future County, State and/or Federal adjustments.

c. All expenses claimed to DBH must be specifically related to the contract. After DBH's review and approval of the billing or invoice, County shall reimburse Contractor, subject to the limitations and conditions specified in this Agreement, in accordance with the following:

1) The County will reimburse Contractor based upon Contractor's submitted and approved claims for rendered services/activities subject to claim adjustments.

2) Reimbursement during the fiscal year for SUD services claimed and billed through the DBH treatment claims processing information system will utilize interim rates, actual cost, and funding budgets.

3) Year-end cost settlement will be based on actual allowable cost, not to exceed the contract maximum.

4) Contractor shall pull a revenue report monthly from the DBH billing and transactional database system and reconcile its denied claims. It is the responsibility of Contractor to make any necessary corrections to the denied services and notify DBH SUDRS Administration. The County will resubmit the corrected services to DHCS for adjudication.

5) In the event that the denied claims cannot be corrected, and the State DHCS will not approve the denied claims, the County may recover the paid funds from Contractor's current invoice payment.

d. Contractor shall bill the County monthly in arrears after the month of services has ended, for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Contractor shall submit the organizations' Profit and Loss Statement with each monthly claim. Each claim shall reflect any and all payments made to Contractor by, or on behalf of, patients. Claims for reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period. Payment, for any service covered hereunder, shall be limited as noted.

e. In order for the County to properly report accurate expenditures to the State at the end of the fiscal year, Contractor must submit the final Claim for Reimbursement Report to the County within 30 (thirty) days following the end of the fiscal year, which is June 30.

f. Contractor shall ensure that the proposed interim reimbursement rates do not exceed the Contractor's actual cost.

g. Reportable revenues are fees paid by persons receiving services or fees paid on behalf of such persons by the Federal Government, by the California Medical Assistance Program (set forth commencing with Section 14000 of the Welfare and Institutions Code) and by other public or private sources.

h. Total revenue collected pursuant to this Agreement from fees collected for services rendered and/or claims for reimbursement from the County shall not exceed the cost of services delivered by the Contractor. In no instance will the Contractor be reimbursed more than the actual net cost of delivering services under this Contract.

i. Contractor shall input Charge Data Invoices (CDI's) into the County's billing and transactional database system by the seventh (7^{th}) day of the month for the previous month's services. Contractor will be paid based on Drug Medi-Cal claimed services in the County's billing and transactional database system for the previous month. Services cannot be billed by the County to the State until they are input into the County's billing and transactional database system.

    1) In order to properly reimburse Contractor for eligible monthly services, service data entry must be entered in the month of service. Failure to enter current data may result in delay of payment or non-payment.

j. Contractor shall accept all payments from the County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by the County required to process EFT payments.

k. When applicable, Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical

Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 USC 1396(a) (68)], set forth in that subsection and as the federal Secretary of the United States Department of Health and Human Services may specify.

l. Contractor agrees that no part of any federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at http://www.opm.gov (U.S. Office of Personnel Management).

m. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

n. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance (UGG), Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost and Contractor must notify DBH SUDRS Administration in writing if the indirect cost rate changes.

o. As applicable, for Federal Funded Programs, Contractor shall charge the County program the applicable UGG de Minimis rate of the Modified Total Direct Cost (MTDC) as indirect cost unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency, a federal agency that has authority over the area that the Contractor operates under, responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies.

Contractor's total non-Federal indirect cost shall be capped at 15% of the MTDC unless Contractor obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates Agreement."In that case, total indirect cost capped will be based on the Federally Negotiated Indirect Cost Rate. Indirect cost allocation method must be in compliance with Title 2 Code of Federal Regulations (CFR) Chapter II Part 200 Subpart E: Cost Principles.

The total cost of the program must be composed of the total allowable direct cost and allocable indirect cost less applicable credits. Cost must be consistently charged as either indirect or direct costs but, may not be double charged or inconsistently charged as both. (See Title 2CFR §200.414 Indirect costs). All costs must be based on actual costs, instead of estimated costs.

p. Contractor shall not request additional payments and acknowledges payment for services covered under this contract can only be made to the Contractor, no other network provider or agency.

q. Prohibited Payments

1) County shall make no payment to Contractor other than payment for services covered under this Contract.

2) Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

3) In accordance with Section 1903(i) of the Social Security Act, County is prohibited from paying for an item or service:

a) Furnished under contract by any individual or entity during any period when the individual or entity is excluded from participation under Title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act.

b) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections 1128, 1128A, 1156, or 1842(j)(2) of the Social Security Act and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

c) Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.

d) With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

The following provisions are applicable to Contractor for **Fee-For-Service (FFS):**

r. Monthly payments for Substance Use Disorder & Recovery Services providing billable outpatient Drug Medi-Cal Organized Delivery System (DMC-ODS) services will be based on actual units of service reported on Charge Data Invoices claimed to and reimbursed by the State, and services deemed by the State to be DBH responsibility at the rates specified on the referenced agreed upon **FFS reimbursement rates** of this agreement, and non-billable outpatient DMC-ODS

services will be based on cost reimbursement, provided that the total of all payments to Contractor [and all other contract providers if applicable for an aggregate] shall not exceed the Contract amount or County's Maximum Obligation.

s. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.

t. The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.

u. As this contract may be funded in whole or in part with Mental Health Services Act (MHSA) funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.

v. The Fee-For-Service reimbursement rates are established by DBH for San Bernardino County. DBH will take into consideration requests for changes to Contract funding as applicable and appropriate. All requests for changes must be submitted in writing by Contractor to the DBH Deputy Director of SUDRS, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.

w. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.

x. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response.

20. Improper Influence

Contractor shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this Contract or shall have any relationship to the Contractor or officer or employee of the Contractor.

21. Licenses, Permits, and/or Certifications

    a. Contractor shall ensure that it has all necessary licenses, permits, and/or certifications required by Federal, State and County laws, regulations and requirements, and agrees to maintain these licenses, permits, and/or certifications in effect for the duration of this Contract. Contractor will notify County immediately of loss or suspension of any such licenses, permits, and/or certifications. Failure to maintain a required license, permit, and/or certification may result in immediate termination of this Contract.

    b. Contractor shall be knowledgeable of and compliant with State law and DBH policy/procedure regarding Medi-Cal Certification and ensure that the head of service is a licensed mental health professional or other appropriate individual.

    c. Contractor shall ensure all service providers apply for, obtain and maintain the appropriate certification, licensure, registration or waiver prior to rendering services. Service providers must work within their scope of practice and may not render and/or claim services without a valid certification, licensure, registration or waiver. Contractor shall develop and implement a policy and procedure for all applicable staff to notify Contractor of a change in licensure/certification/waiver status, and Contractor is responsible for notifying DBH of such change.

22. Health and Safety

    Contractor shall comply with all applicable State and local health and safety requirements and clearances for each site where program services are provided under the terms of the Contract.

    a. Any space owned, leased or operated by the Contractor and used for services or staff must meet local fire codes.

    b. The physical plant of any site owned, leased or operated by the Contractor and used for services or staff is clean, sanitary and in good repair.

    c. Contractor shall establish and implement maintenance policies for any site owned, leased or operated that is used for services or staff to ensure the safety and well-being of beneficiaries and staff.

23. Drug-Free Workplace

    In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County property, or while using County equipment:

    a. Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

    b. Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

c. Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Contractor shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Contractor has with the County, if the Contractor or Contractor's employees are determined by the County not to be in compliance with above.

24. Department of Justice Clearance

Contractor shall obtain from the Department of Justice (DOJ) records of all convictions involving any sex crimes, drug crimes, or crimes of violence of a person who is offered employment or volunteers for all positions in which he or she would have contact with a minor, the aged, the blind, the disabled or a domestic violence client, as provided for in Penal Code Section 11105.3. This includes licensed personnel who are not able to provide documentation of prior Department of Justice clearance. A copy of a license from the State of California is sufficient proof.

25. System for Award Management (SAM)

Contractor shall review the organization and all its employees, subcontractors, agents, and physicians for eligibility against the United States General Services Administration's System for Award Management (SAM) and the OIG's List of Excluded Individuals/Entities (LEIE) respectively to ensure that Ineligible Persons are not employed or retained to provide services related to this Contract. Contractor shall conduct these reviews before hire of contract start date and then no less than once a month thereafter.

- SAM can be accessed at http://www.sam.gov/SAM/
- LEIE can be accessed at http://oig.hhs.gov/exclusions/index.asp

a. If Contractor receives Medi-Cal reimbursement, Contractor shall review the organization and all its employees, subcontractors, agents and physicians for eligibility against the DHCS S&I List to ensure that Ineligible Persons are not employed or retained to provide services related to the Contract. Contractor shall conduct this review before hire or contract start date and then no less than once a month thereafter.

1) S&I List can be accessed at: https://mcweb.apps.prd.cammis.medi-cal.ca.gov/references/sandi.

b. Selected Contractors shall certify that no staff member, officer, director, partner, or principal, or sub-contractor is "excluded" or "suspended" from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation

Regarding Ineligible/Excluded Persons at time of the initial Contract execution and annually thereafter.

c. Contractor acknowledges that Ineligible Persons are precluded from employment and from providing Federal and State funded health care services by contract with County.

d. Contractor shall have a policy regarding prohibition of employment of sanctioned or excluded employees that includes the requirement for employees to notify the Contractor should the employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

e. Contractor shall immediately notify DBH should an employee become sanctioned or excluded by the Office of the Inspector General, General Services Administration, and/or the Department of Health Care Services.

f. Contractor shall submit a statement of disclosure of ownership, control and relationship information regarding its providers, managing employees, including agents and managing agents as required in Title 42 of the Code of Federal Regulations, Sections 455.104 and 455.105 for those having five percent (5%) or more ownership or control interest. This statement relates to the provision of information about provider business transactions and provider ownership and control and must be completed prior to entering into a contract, during certification or re-certification of the provider; within thirty-five (35) days after any change in ownership; annually; and/or upon request of the County.

g. Contractor shall confirm the identity of its providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee by developing and implementing a process to conduct a review of applicable federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436. In addition to any background check or Department of Justice clearance, the Contractor shall review and verify the following databases:

1) Social Security Administration's Death Master File to ensure new and current providers are not listed. Contractor shall conduct the review prior to hire and upon contract renewal (for contractor employees not hired at the time of contract commencement).

2) National Plan and Provider Enumeration System (NPPES) to ensure the provider has a National Provider Identifier (NPI) number, confirm the NPI number belongs to the provider, verify the accuracy of the providers' information and confirm the taxonomy code selected is correct for the discipline of the provider.

3) List of Excluded Individuals/Entities and General Services Administration's System for Award Management (SAM), the Office of Inspector General's (OIG) List of Excluded Individuals/Entities (LEIE), and DHCS Suspended

and Ineligible Provider (S&I) List (if Medi-Cal reimbursement is received under this Contract), to ensure providers, employees, DBH-funded network providers, contractors and any person with an ownership or controlling interest, or who is an agent or managing employee are not excluded, suspended, debarred or otherwise ineligible to participate in the Federal and State health care programs. See the Licensing, Certification and Accreditation section of this Contract for further information on Excluded and Ineligible Person checks.

26. Trafficking Victims Protection Act of 2000

In accordance with the Trafficking Victims Protection Act (TVPA) of 2000, the Contractor certifies that at the time the Contract is signed, the Contractor will remain in compliance with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For access to the full text of the award term, go to: http://www.samhsa.gov/grants/grants-management/policies-regulations/additional-directives.

The TVPA strictly prohibits any Contractor or Contractor employee from:

a. Engaging in severe forms of trafficking in persons during the duration of the Contract;

b. Procuring a commercial sex act during the duration of the Contract; and

c. Using forced labor in the performance of the Contract.

Any violation of the TVPA may result in payment withholding and/or a unilateral termination of this Contract without penalty in accordance with 2 CFR Part 175. The TVPA applies to Contractor and Contractor's employees and/or agents.

27. Privacy and Security

a. Contractor shall comply with all applicable State and Federal regulations pertaining to privacy and security of client information including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH), as incorporated in the American Recovery and Reinvestment Act of 2009. Regulations have been promulgated governing the privacy and security of Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) or electronic Protected Health Information (ePHI).

1) In addition to the aforementioned protection of IIHI, PHI and e-PHI, the County requires Contractor to adhere to the protection of personally identifiable information (PII) and Medi-Cal PII, and in accordance to 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and HIPAA Privacy and Security rules. PII includes any information that can be used to search for or identify individuals such as but not limited to name, social security number or date of birth. Whereas Medi-Cal PII is the information that is directly obtained in the course of performing an administrative function on behalf of Medi-Cal, such as determining or verifying eligibility

that can be used alone or in conjunction with any other information to identify an individual.

2) Contractor shall comply with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and §2.16 Security for Records and the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI, conducting privacy and security awareness and training at least annually and retain training records for six (6) years, and limiting access to those persons, who have a business need. Any disclosure made under 42 C.F.R. Part 2 must be limited to that information which is necessary to carry out the purpose of the disclosure.

3) Disclosure of PHI, including acknowledgement of participation or referral to/from Part 2 services is prohibited unless a valid client authorization (also referred to as “consent” of disclosure) per 42 CFR §2.31. Contractor shall ensure disclosure without client authorization/consent occurs only for medical emergencies, research, and/or audit and evaluation, as specified under 42 CFR §2.51, §2.52. §2.53, respectively.

4) Contractor shall comply with 42 C.F.R. §2.13 Confidentiality Restrictions and Safeguards and §2.16 Security for Records and the HIPAA Privacy and Security Rules, which includes but is not limited to implementing administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI; implementing and providing a copy to DBH of reasonable and appropriate written policies and procedures to comply with the standards; conducting a risk analysis regarding the potential risks and vulnerabilities of the confidentiality, integrity and availability of PHI, PII, IIHI, and e-PHI, conducting privacy and security awareness and training at least annually and retain training records for six (6) years, and limiting access to those persons, who have a business need. Any disclosure made under 42 C.F.R. Part 2 must be limited to that information which is necessary to carry out the purpose of the disclosure.

5) Violations of privacy and security requirements as specified under 42 CFR Part 2 may be subject to criminal penalty under 42 U.S.C. 290 dd-2(f) and may be subject to fines in accordance with Title 18 of the U.S.C

6) Contractor shall comply with the data security requirements set forth by the County.

b. Reporting of Improper Access, Use or Disclosure or Breach

Contractor shall report to DBH Office of Compliance any unauthorized use, access or disclosure of unsecured Protected Health Information or any other security incident with respect to Protected Health Information no later than one (1) business day upon the discovery of a potential breach consistent with the regulations promulgated under HITECH by the United States Department of Health and Human Services, 45 CFR Part 164, Subpart D. Upon discovery of the potential breach, the Contractor shall complete the following actions:

1) Provide DBH Office of Compliance with the following information to include but not limited to:

   a) Date the potential breach occurred;

   b) Date the potential breach was discovered;

   c) Number of staff, employees, subcontractors, agents or other third parties and the titles of each person allegedly involved;

   d) Number of potentially affected patients/clients; and

   e) Description of how the potential breach allegedly occurred.

2) Provide an update of applicable information to the extent known at that time without reasonable delay and in no case later than three (3) calendar days of discovery of the potential breach.

3) Provide completed risk assessment and investigation documentation to DBH Office of Compliance within ten (10) calendar days of discovery of the potential breach with decision whether a breach has occurred, including the following information:

   a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

   b) The unauthorized person who used PHI or to whom it was made;

   c) Whether the PHI was actually acquired or viewed; and

   d) The extent to which the risk to PHI has been mitigated.

4) Contractor is responsible for notifying the client and for any associated costs that are not reimbursable under this Contract, if a breach has occurred. Contractor must provide the client notification letter to DBH for review and approval prior to sending to the affected client(s).

5) Make available to the County and governing State and Federal agencies in a time and manner designated by the County or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a potential breach for the purposes of audit or should the County reserve the right to conduct its own investigation and analysis.

28. Pro-Children Act of 1994

Contractor will comply with Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

29. Air, Water Pollution Control, and Energy Conservation

    Contractor shall comply with all air pollution control, water pollution, and energy conservation standards, policies, and regulations which apply to the work performed pursuant to the Contract.

30. Americans with Disabilities Act/Individuals with Disabilities

    Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable Federal and State laws and regulations, guidelines and interpretations issued pursuant thereto. Contractor shall report to the applicable DBH Program Manager if its offices/facilities have accommodations for people with physical disabilities, including offices, exam rooms, and equipment.

31. Sexual Harassment

    Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates.

32. Contractor shall not discriminate against beneficiaries on the basis of health status or need for health care services, pursuant to 42 C.F.R. Section 438.6(d)(3).

33. Contractor shall not discriminate against Medi-Cal eligible individuals who require an assessment or meet medical necessity criteria for specialty mental health services on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability and will not use any policy or practice that has the effect of discriminating on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability [42 C.F.R. § 438.3(d)(4)].

34. Access by Public Transportation

    Contractor shall ensure that services provided are accessible by public transportation, *(if appropriate).*

35. Accessibility/Availability of Services

    Contractor shall ensure that services provided are available and accessible to beneficiaries in a timely manner including those with limited English proficiency or physical or mental disabilities. Contractor shall provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal beneficiaries with physical or mental disabilities [(42 C.F.R. § 438.206(b)(1) and (c)(3)].

36. Notification Regarding Performance

    In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, Contractor shall provide notification within one (1) working day, in writing and by telephone to DBH.

37. Duration of Terms

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

38. Termination for Convenience

The County for its convenience may terminate the Contract in whole or in part upon thirty (30) calendar days written notice. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to Contractor for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice, Contractor shall promptly discontinue services unless the notice directs otherwise. Contractor shall deliver promptly to County and transfer title (if necessary) all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, computer programs, financial records and reports.

39. Venue

The venue of any action or claim brought by any party to the Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning the Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

40. Legality and Severability

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

41. Material Misstatement/Misrepresentation

If in the course of the RFP process or in the administration of a resulting contract, the County determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, the Proposer may be terminated from the RFP process or in the event a contract has been awarded, the contract may be immediately terminated.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

42. Cultural Competency

The State mandates counties to develop and implement a Cultural Competency Plan (CCP). This Plan applies to all DBH Services. Policies and procedures and all services must be culturally and linguistically appropriate. Contract agencies are included in the

implementation process of the most recent State approved CCP for San Bernardino County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent and equitable manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. In addition, contract agencies will maintain a copy of the current DBH CCP.

Cultural and Linguistic Competency

Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

a. To ensure equal access to quality care for diverse populations, Contractor shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards.

b. Contractor shall be required to assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective mental health and substance use disorder treatment services.

c. Upon request, Contractor shall, provide DBH with culture-specific service options available to be provided by Contractor.

d. Contractor shall have the capacity or ability to provide interpretation and translation services in threshold and prevalent non-English languages, free of charge to beneficiaries. Upon request, Contractor will provide DBH with language service options available to be provided by Contractor. Including procedures to determine competency level for multilingual/bilingual personnel.

e. Contractor shall provide cultural competency training to personnel.

   NOTE: Contractor staff is required to complete cultural competency trainings. Staff who do not have direct contact providing services to clients/consumers shall complete a minimum of two (2) hours of cultural competency training, and direct service staff shall complete a minimum of four (4) hours of cultural competency training each calendar year. Contractor shall upon request from the County, provide information and/or reports as to whether its provider staff completed cultural competency training.

f. DBH recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural relations, vigilance towards the dynamics that result from cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally-unique needs. Providing mental health and substance use

disorder treatment services in a culturally appropriate and responsive manner is fundamental in any effort to ensure success of high quality and cost-effective behavioral health services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers does not reflect high quality of care and is not cost-effective.

g. To assist the Contractor's efforts towards cultural and linguistic competency, DBH shall provide the following:

1) Technical assistance to the Contractor regarding cultural competency implementation.

a) Monitoring activities administered by DBH may require Contractor to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation services.

b) Procedures must be in place to determine multilingual and competency level(s).

2) Demographic information to the Contractor on service area for service(s) planning.

3) Cultural competency training for DBH and Contractor personnel, when available.

4) Interpreter training for DBH and Contractor personnel, when available.

5) Technical assistance for the Contractor in translating mental health and substance use disorder treatment services information to DBH's threshold language (Spanish). Technical assistance will consist of final review and field testing of all translated materials as needed.

6) The Office of Equity and Inclusion (OEI) may be contacted for technical assistance and training offerings at cultural_competency@dbh.sbcounty.gov or by phone at (909) 252-5150.

43. Taxes

County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.

44. Release of Information

No news releases, advertisements, public announcements or photographs arising out of this Contract or Contractor's relationship with the County may be made or used without prior written approval of DBH.

45. Charitable Choice Policy

Contractor shall ensure that staff are knowledgeable and comply with all Federal, State and County rules and regulations that are required for compliance under Title 42 of the Code of

Federal Regulations, Part 54 – Charitable Choice Regulations and DBH's Standard Practice Manual Charitable Choice Policy.

46. SUDRS Information and Guidelines

Contractor agrees to adhere to all memos, letters, or instruction given by the Director, Deputy Director, Program Manager II or designee(s) in the provision of any and all SUDRS programs. Contractor acknowledges full understanding of the provisions referenced in any memos, letters, or instruction given and agrees to operate the respective substance use disorder programs in accordance with the provisions of such information and the provisions of this Contract. At the option of the County, changes may be made during the Contract period. Such changes, when made, will be binding on the Contractor.

Contractor agrees to and shall comply with all requirements and procedures established by the State, County, and Federal Governments, including those for quality improvement, and including, but not limited to, submission of periodic reports to DBH for coordination, contract compliance, and quality assurance.

47. Medi-Cal Provider Billing Manual

Contractor agrees to adhere to all applicable provisions contained in the **Drug Medi-Cal Provider Billing Manual**. A copy of said document can be downloaded from DHCS website: https://www.dhcs.ca.gov/services/MH/Documents/DMC-ODS-Billing-Manual-SFY2025-26.pdf. In agreeing to the terms of an awarded Contract, Contractor acknowledges full understanding of the provisions of the referenced documents and agrees to operate the respective substance use disorder programs in accordance with the provisions of the documents and the provisions of the Contract.

48. Reserved

49. Disaster Response

The County may require the Potential Proposer selected to participate in a Disaster Response.

Contractor shall ensure that, within three months from the Contract effective date, at least twenty-five percent (25%) of Contractor's permanent direct service staff participates in a disaster response orientation and training provided by the County or County's designee.

50. 2-1-1 Registration

The County may require the Potential Proposer selected to register with 2-1-1 San Bernardino County Inland Empire United Way within thirty (30) days of Contract effective date.

51. Damage to County Property, Facilities, Buildings, or Grounds (if applicable)

Contractor shall repair, or cause to be repaired, at its own cost, all damage to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Contractor or employees or agents of the Contractor. Contractor shall notify DBH within two (2) business days when such damage has occurred. All repairs or replacements must be approved by the County in writing, prior to the Contractor's commencement of repairs

or replacement of reported damaged items. Such repairs shall be made as soon as possible after Contractor receives written approval from DBH but no later than thirty (30) days after the DBH approval.

If the Contractor fails to make timely repairs to County vehicles, facilities, buildings, or ground caused by the willful or negligent act of Contractor or employees or agents of the Contractor, the County may make any necessary repairs. The Contractor, as determined by the County, for such repairs shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

52. Damage to County Issued/Loaned Equipment (If Applicable)

a. Contractor shall repair, at its own cost, all damage to County equipment issued/loaned to Contractor for use in performance of this Contract. Such repairs shall be made immediately after Contractor becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

b. If the Contractor fails to make timely repairs, the County may make any necessary repairs. The Contractor shall repay all costs incurred by the County, by cash payment upon demand, or County may deduct such costs from any amounts due to the Contractor from the County.

c. If a virtual private network (VPN) token is lost or damaged, Contractor must contact DBH immediately and provide the user name assigned to the VPN Token. DBH will obtain a replacement token and assign it to the user account. Contractor will be responsible for the VPN token replacement fee.

53. Travel

Contractor shall adhere to the County's Travel Management Policy (8-02) when travel is pursuant to this Agreement and for which reimbursement is sought from the County. In addition, Contractor shall, to the fullest extent practicable, utilize local transportation services, including but not limited to Ontario Airport, for all such travel.

54. Strict Performance

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

55. Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Contractor or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party to whom the legal process is directed,

except as otherwise provided herein in connection with defense obligations by Contractor for County.

56. Telehealth

Contractor shall utilize telehealth, when deemed appropriate, as a mode of delivering behavioral health services in accordance with all applicable state and federal requirements, DBH's Telehealth Policy (MDS2027) and Procedure (MDS2027-1), as well as DHCS Telehealth Policy, CMS Telehealth/Telemedicine Standards, and those related to privacy/security, efficiency, and standards of care.

DBH may at any time require documentation and/or other cooperation by Contractor to allow adequate monitoring of Contractor's adherence to telehealth practices.

57. Environmental Requirements

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Contractors must also be able to report on environmentally preferable goods used in the provision of Services to the County, utilizing a County approved form.

58. California Consumer Privacy Act

To the extent applicable, if Contractor is a business that collects the personal information of a consumer(s) in performing Services pursuant to this Contract, Contractor must comply with the provisions of the California Consumer Privacy Act (CCPA). (Cal. Civil Code §§1798.100, et seq.). For purposes of this provision, "business," "consumer," and "personal information" shall have the same meanings as set forth at Civil Code section 1798.140. Contractor must contact the County immediately upon receipt of any request by a consumer submitted pursuant to the CCPA that requires any action on the part of the County, including but not limited to, providing a list of disclosures or deleting personal information. Contractor must not sell, market or otherwise disclose personal information of a consumer provided by the County unless specifically authorized pursuant to terms of this Contract. Contractor must immediately provide to the County any notice provided by a consumer to Contractor pursuant to Civil Code section 1798.150(b) alleging a violation of the CCPA, that involves personal information received or maintained pursuant to this Contract. Contractor must immediately notify the County if it receives a notice of violation from the California Attorney General pursuant to Civil Code section 1798.155(b).

59. Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements or Statements-Representation (FAR 52.203-18)

In compliance with Federal Acquisition Regulation 52.203-18, Contractor shall not require employees or subcontractors of Contractor seeking to report waste, fraud, or abuse, to sign internal confidentiality agreements or statement prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. To the extent Contractor has required employees or subcontractors to sign internal confidentiality agreements or statements in the past, Contractor shall notify current employees and subcontractors that those prohibitions and restrictions are no longer in effect. Contractor shall include this clause in all subcontracts.

60. Use of Biobased Products (FAR 52.223-1)

Contractor certifies that to the extent biobased products are purchased using Contract funds, Contractor shall comply with Federal Acquisition Regulation 52.223-1.

61. Service Contract Labor Standards (FAR 52.222-52, 52.222-53, 22.1003-4)

To the extent applicable, Contractor agrees to comply with and to provide any information necessary for the County to comply with Federal Acquisition Regulations 52.222-52, 52.222-53, and 22.1003-4.

62. Federal Contracting Provisions

This Agreement is federally funded and subject to the additional terms on **Attachment O** Federal Contracting Provisions.

63. Attestation Regarding Excluded/Ineligible Persons

Contractor shall sign and adhere to the requirements set forth in **Attachment R** Attestation Regarding Excluded/Ineligible Persons.

B. Indemnification and Insurance Requirements

1. Indemnification

Contractor agrees to indemnify, defend (with counsel reasonably approved by the County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The Contractor's indemnification obligation applies to the County's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

2. Additional Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain endorsements naming the County and its officers, employees, agents and volunteers as additional insured with respect to liabilities

arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

3. Waiver of Subrogation Rights

   Contractor shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors, and subcontractors. All general or auto liability insurance coverage provided shall not prohibit the Contractor and Contractor's employees or agents from waiving the right of subrogation prior to a loss or claim. The Contractor hereby waives all rights of subrogation against the County.

4. Policies Primary and Non-Contributory

   All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

5. Severability of Interests

   Contractor agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between the Contractor and the County or between the County and any other insured or additional insured under the policy.

6. Proof of Coverage

   Contractor shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the contract is executed. Additional endorsements, as required, shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of the Contract, the Contractor shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and all endorsements immediately upon request.

7. Acceptability of Insurance Carrier

   Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best" Insurance Guide rating of "A-VII".

8. Deductibles and Self-Insured Retention

   Any and all deductibles or self-insured retentions in excess of $10,000 shall be declared to and approved by Risk Management.

9. Failure to Procure Coverage

In the event that any policy of insurance required under the Contract does not comply with the requirements, is not procured, or is canceled and not replaced, the County has the right but not the obligation or duty to cancel the Contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Contractor or County payments to the Contractor will be reduced to pay for County purchased insurance.

10. Insurance Review

Insurance requirements are subject to periodic review by the County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to the Contract. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the County.

11. Insurance Specifications

Contractor agrees to provide insurance set forth in accordance with the requirements herein. If the Contractor uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the Contractor agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

a. Workers' Compensation/Employers Liability

A program of Workers' Compensation insurance or a State-approved, Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with two hundred fifty thousand dollars ($250,000) limits, covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under the Contract.

If Contractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as “employees” under the Labor Code and the requirement for Workers’ Compensation coverage will be waived by the County’s Director of Risk Management.

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers’ Compensation insurance.

b. Commercial/General Liability Insurance

Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

1) Premises operations and mobile equipment

2) Products and completed operations

3) Broad form property damage (including completed operations)

4) Explosion, collapse and underground hazards

5) Personal Injury

6) Contractual liability

7) Two million dollars ($2,000,000) general aggregate limit

c. Automobile Liability Insurance

Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars ($1,000,000) for bodily injury and property damage, per occurrence.

If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars ($2,000,000) for bodily injury and property damage per occurrence.

If the Contractor owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

d. Umbrella Liability Insurance

An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a “dropdown” provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

e. Cyber Liability Insurance

Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $2,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.

12. Professional Services Requirements

a. Professional Liability Insurance with limits of not less than one million dollars ($1,000,000) per claim or occurrence and two million dollars ($2,000,000) aggregate.

or

Errors and Omissions Liability Insurance with limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

or

Directors and Officers Insurance coverage with limits of not less than one million dollars ($1,000,000) shall be required for contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of the County.

b. Abuse/Molestation Insurance – The Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate.

c. If insurance coverage is provided on a “claims made” policy, the “retroactive date” shall be shown and must be before the date of the start of the contract work. The “claims made” insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

C. Right to Monitor and Audit Performance and Records

1. Right to Monitor

County or any subdivision or appointee thereof, and the State of California or any subdivision or appointee thereof, including the Auditor General, shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, financial records, staff information, patient records, other pertinent items as requested, and shall have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation shall be given by Contractor in any auditing or monitoring conducted.

Contractor shall cooperate with the County in the implementation, monitoring and evaluation of the Agreement and comply with any and all reporting requirements established by the County.

Contractor expressly acknowledges and will comply with all audit requirements contained in the Contract documents. These requirements include, but are not limited to, the agreement that the County or its designated representative shall have the right to audit, to review, and to copy any records and supporting documentation pertaining to the performance of this Agreement.

2. Availability of Records

Contractor and subcontractors, shall retain, all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract, including beneficiary grievance and appeal records, and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for a period of no less than ten (10) years from the term end date of this Contract or until such time as the matter under audit or investigation has been resolved. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Contractor shall maintain all records and management books pertaining to local service delivery and demonstrate accountability for contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. Contractor shall ensure and oversee the existence of reasonable internal control over fiscal records and financial reporting.

Records, should include, but are not limited to, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the Code of Federal Regulations (CFR), Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

All records shall be complete, current, and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of a Contract.

Contractor shall maintain client and community service records in compliance with all regulations set forth by local, State and Federal requirements, laws and regulations, and provide access to clinical records by DBH staff.

Contractor shall agree to maintain and retain all appropriate service and financial records for a period of at least ten (10) years from the date of final payment, final settlement, or until audit findings are resolved, whichever is later.

In the event the Contract is terminated, ends its designated term or the Contractor ceases operation of its business, Contractor shall deliver or make available to DBH all financial records that may have been accumulated by Contractor or Subcontractor under the Contract, whether completed, partially completed or in progress within seven (7) calendar days of said termination/end date.

3. Assistance by Contractor

Contractor shall provide all reasonable facilities and assistance for the safety and convenience of County's representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work of the Contractor.

4. Single Audit Requirement

Pursuant to CFR, Title II, Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Contractors expending the threshold amount or more in Federal funds within the Contractor's fiscal year must have a single or program-specific audit performed in accordance with Subpart F, Audit Requirements. The audit shall comply with the following requirements:

a. The audit shall be performed by a licensed Certified Public Accountant (CPA).

b. The audit shall be conducted in accordance with generally accepted auditing standards and Government Auditing Standards, latest revision, issued by the Comptroller General of the United States.

c. At the completion of the audit, the Contractor must prepare, in a separate document from the auditor's findings, a corrective action plan to address each audit finding included in the auditor's report(s). The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If Contractor does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

d. Contractor is responsible for follow-up on all audit findings. As part of this responsibility, the Contractor must prepare a summary schedule of prior audit findings. The summary schedule of prior audit findings must report the status of all audit findings included in the prior audit's schedule of findings and questioned costs. When audit findings were fully corrected, the summary schedule need only list the audit findings and state that corrective action was taken.

e. Contractor must electronically submit within thirty (30) calendar days after receipt of the auditor's report(s), but no later than nine (9) months following the end of the Contractor's fiscal year, to the Federal Audit Clearinghouse (FAC) the Data Collection Form SF-SAC (available on the FAC Web site) and the reporting package which must include the following:

1) Financial statements and schedule of expenditures of Federal awards

2) Summary schedule of prior audit findings

3) Auditor's report(s)

4) Corrective action plan

Contractor must keep one copy of the data collection form and one copy of the reporting package described above on file for ten (10) years from the date of submission to the FAC or from the date of completion of any audit, whichever is later.

f. The cost of the audit made in accordance with the provisions of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards can be charged to applicable Federal awards. However, the following audit costs are unallowable:

1) Any costs when audits required by the Single Audit Act that have not been conducted or have been conducted but not in accordance with the Single Audit requirement.

2) Any costs of auditing that is exempted from having an audit conducted under the Single Audit Act and Subpart F – Audit Requirements because its expenditures under Federal awards are less than the threshold amount during the Contractor's fiscal year.

Where apportionment of the audit is necessary, such apportionment shall be made in accordance with generally accepted accounting principles, but shall not exceed the proportionate amount that the Federal funds represent of the Contractor’s total revenue.

The costs of a financial statement audit of Contractor’s that do not have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

g. Contractor must prepare appropriate financial statements, including Schedule of Expenditures for Federal Awards (SEFA).

h. The work papers and the audit reports shall be retained for a minimum of three (3) years from the date of the final audit report, and longer if the independent auditor is notified in writing by the County to extend the retention period.

i. Audit work papers shall be made available upon request to the County, and copies shall be made as reasonable and necessary.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

Proposer agrees to comply with the provisions of the Equal Employment Opportunity Program of San Bernardino County and rules and regulations adopted pursuant thereto: Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, and 13672; Title VII of the Civil Rights Act of 1964 (and Division 21 of the California Department of Social Services Manual of Policies and Procedures and California Welfare and Institutions Code, Section 10000); the California Fair Employment and Housing Act; and other applicable Federal, State, and County laws, regulations

and policies relating to equal employment or social services to welfare recipients, including laws and regulations hereafter enacted.

During the term of the Contract, Proposer shall not discriminate against any employee, applicant for employment, or service recipient on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, political affiliation or military and veteran status.

B. Civil Rights Compliance

1. Proposer shall develop and maintain internal policies and procedures to assure compliance with each factor outlined by State regulation. Consistent with the requirements of applicable Federal or State law, Proposer shall not engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual preference or mental or physical disabilities. Proposer shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified individuals with disabilities in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of the United States Department of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977. Proposer shall include the nondiscrimination and compliance provisions of the Contract in all subcontracts to perform work under the Contract. Notwithstanding other provisions of this section, Proposer may require a determination of medical necessity pursuant to Title 9, CCR, Section 1820.205, Section 1830.205 or Section 1830.210, prior to providing covered services to a beneficiary.

2. Contractor shall prohibit discrimination on the basis of race, color, national origin, sex, gender identity, age, disability, or limited English proficiency (LEP) in accordance with Section 1557 of the Affordable Care Act (ACA), appropriate notices, publications, and DBH Non-Discrimination-Section 1557 of the Affordable Care Act Policy (COM0953).

C. Policy Prohibiting Discrimination, Harassment, and Retaliation

1. Contractor shall adhere to the County's Policy Prohibiting Discrimination, Harassment and Retaliation (07-01). This policy prohibits discrimination, harassment, and retaliation by all persons involved in or related to the County's business operations.

   The County prohibits discrimination, harassment, and/or retaliation on the basis Race, Religion, Color, National Origin, Ancestry, Disability, Sex/Gender, Gender Identity/Gender Expression/Sex Stereotype/Transgender, Sexual Orientation, Age, Military and Veteran Status. These classes and/or categories are Covered Classes covered under this policy; more information is available at www.dfeh.ca.gov/employment.

   The County prohibits discrimination against any employee, job applicant, unpaid intern in hiring, promotions, assignments, termination, or any other term, condition, or privilege of employment on the basis of a Protected Class. The County prohibits verbal harassment,

physical harassment, visual harassment, and sexual harassment directed to a Protected Class.

2. Contractor shall comply with 45 C.F.R. § 160.316 to refrain from intimidation or retaliation. Contractors may not threaten, intimidate, coerce, harass, discriminate against, or take any other retaliatory action against any individual or other person for:

   a. Filing of a complaint.

   b. Testifying, assisting, or participating in an investigation, compliance review, proceeding, or hearing.

   c. Opposing any unlawful act of practice, provided the individual or person has a good faith belief that the practice opposed is unlawful, and the manner of opposition is reasonable and does not involve a disclosure of protected health information.

VII. EMPLOYMENT OF FORMER COUNTY OFFICIALS

Proposer shall provide information on former San Bernardino County administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County administrative official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the RFP being deemed non-responsive.

VIII. IMPROPER CONSIDERATION

Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this RFP.

The County, by written notice, may immediately reject any proposal or terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process or any solicitation for consideration was not reported. This prohibition shall apply to any amendment, extension or evaluation process once a Contract has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

IX. DISCLOSURE OF CRIMINAL AND CIVIL PROCEEDINGS

The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the

requested information by way of a background check performed by an investigative agency. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the agency's business, or whether the agency, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the agency or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the agency or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the agency or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For the purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the agency's offices or locations.

X. SUBCONTRACTOR STATUS

A. Contractor agrees not to enter into any subcontracting contracts for services under the Contractor without first obtaining written approval from the County. Any subcontractor shall be subject to all applicable terms and conditions as the Contractor. The Contractor will be fully responsible for any performance of a subcontractor. County will not reimburse Contractor or subcontractor for any expenses rendered without County approval in writing of any contract between the Contractor and any subcontractor for the fiscal year in which the subcontracting services started.

B. Contractor shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the Services to County. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by County , resumes of proposed subcontractor personnel.

C. Contractor shall remain directly responsible to the County for its subcontractors and shall indemnify the County for the actions or omissions of its subcontractors under the terms and conditions specified in Indemnification and Insurance Article.

D. For any subcontractor, Contractor shall:

- Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

- Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- Include in the subcontractor's subcontract substantially similar terms as are provided in Section IV.

Upon expiration or termination of the Contract for any reason, County will have the right to enter into direct contracts with any of the subcontractors. Contractor agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

XI. PROPOSAL SUBMISSION

A. General

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands this entire RFP, to include all appendices, attachments, exhibits, schedules, and addenda (as applicable) and agrees that all concerns regarding the RFP have been resolved.

2. Proposals must be submitted in the format described in this Section. Proposals are to be prepared in such a way as to provide a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

3. Proposals **must be complete** in all respects as required in this Section. A proposal may not be considered if it is conditional or incomplete.

4. **Proposals must be received no later than 4:00 p.m. (local time) on Thursday, September 24, 2026, in either format: hard copy or on-line via eProcurement.**

   Hard copy must be submitted per the instructions specified in Section 1, Paragraph G - Proposal Submission Deadline and Paragraph B below. The hard-copy submissions must be delivered to the designated location as specified in Section I, Paragraph E - Correspondence. On-line submissions must be done per the instructions in Section 1, Paragraph G - Proposal Submission Deadline.

5. All proposals and materials submitted become the property of the County.

B. Proposal Presentation

1. **Hard copy submission require one original, with original signatures,** which may be bound, for a total of one (1) proposal. The **original proposal** must be clearly marked "**Original Proposal**."

2. The package containing the original and copies must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – SUBSTANCE USE DISORDER RECOVERY SERVICES COMMUNITY-BASED RECOVERY SERVICE CENTERS – RFP DBH 26-011."**

3. Hand carried proposals may be delivered **prior to the submission deadline** to the address identified in Section I, Paragraph E-Correspondence, between the hours of 8:00 a.m. and

5:00 p.m., Monday through Friday, excluding holidays observed by the County. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

4. All proposals submitted in paper form must be on 8 1/2" by 11" with double sided printing, unless specifically shown to be impracticable, with no less than 1/2" top, bottom, left, and right margins. Proposals must be typed or prepared with word processing equipment and double-spaced. Typeface must be no more than 12 characters per inch. Each page, including attachments and exhibits, must be clearly and consecutively numbered at the bottom of each page.

C. Proposal Format

Response to this RFP must be in the form of a proposal package. **An original proposal with original signatures**, which may be bound, must be clearly marked "**Original Proposal**." The content of the proposal must be submitted in the following sequence and format:

1. Cover Page		Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of the organization/agency submitting the proposal that includes the following information: Submit three statements: ☐ a. A statement that the proposal is submitted in response to the Request for Proposals, **SUBSTANCE USE DISORDER RECOVERY SERVICES COMMUNITY-BASED RECOVERY SERVICE CENTERS - RFP DBH 26-011.** ☐ b. A statement indicating which individuals, by name, title, address, email address, and phone number, are authorized to negotiate with the County on behalf of the organization or agency. ☐ c. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit proposals on behalf of the organization/agency. The individual acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.
2. Proposal Submission Checklist	☐	Complete and include **Attachment A** to ensure that all requested items have been included.
3. Table of Contents	☐	Complete a table of contents for the entire proposal with respective page numbers opposite each topic (see **Attachment B**).
4. Statements of Certification and Reportable Conditions	☐	Complete and include **Attachment C** – Statements of Certification in this section of the proposal; also attach a concise statement of the services proposed.

	☐ Complete and include **Attachment D** – Reportable Conditions in this section of the proposal. ☐ If necessary, complete and include **Attachment E** – Disclosures, Exceptions, and Public Records Act Exemptions to RFP.
5. Proposal/Narrative Description	Proposal should address, but is not limited to addressing, all items in **Section IV, Paragraph C** - Program Description and the following items: ☐ a. A brief synopsis of the Proposer's understanding of the County's needs and how the Proposer plans to meet these needs. This should provide a broad understanding of the Proposer's entire proposal. ☐ b. Complete and submit with proposal the SUDRS Provider Information Report **Attachment N.** Supply any supporting documents indicated in the SUDRS Provider Information Report with proposal submission. ☐ c. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements: ☐ 1) Describe program services and strategies to be employed to ensure stability and continuity of care for the clients, and the Agency's ability to be flexible in meeting changing needs. ☐ 2) **For Proposer(s) who are choosing to only provide a Recovery Center program**; clearly describe your Recovery Center program and services to be delivered through this program. ☐ 3) **For Proposer(s) who are choosing to provide a Recovery Center and Standalone Services**; clearly describe each service separately and the services to be delivered through each program (a separate proposal is not required). ☐ 4) Outline the service approach in terms of, frequency, array of services and expected length of service for all classes, trainings and groups or educational components. ☐ 5) Describe outreach efforts that will be conducted. ☐ 6) Throughout the course of services, a client may present a need to be referred to a higher level of SUD treatment. Describe the Agency's process of transitioning a client to another level of care, or if identified the client has a co-occurring disorder the referral process to mental health services.

☐ 7) Describe staffing for the program, include number of staff to be utilized to provide services include basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, and licensure. Indicate number of paid staff, volunteers and or interns to be utilized in the provision of services. *Please note: resumes are not required, job descriptions for staff of the program are recommended.*

☐ 8) Describe how the Agency will utilize formal and informal supports (such as volunteers) provided by professionals and non-professionals in the provision of services, include numbers and supervisory structure.

☐ 9) Discuss Agency's methods for achieving goals cost effectively.

☐ 10) State the address of the facility and describe details of the facility (I.E. Square footage, rooms, restrooms, outside area, etc., and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.). (Floor plans and or pictures can be provided if necessary to describe Agencies facility for Recovery Center and/or Standalone Services).

☐ 11) Describe the Agency's capacity.

☐ 12) Describe the Agency's experience, in providing Recovery Center and/or Standalone Services, or any SUD treatment, or any other relevant experience that can be drawn upon to provide services as described in the RFP.

☐ 13) Explain how the Agency will develop diverse collaborative community partnerships, a support network and collaboration with community partners to ensure clients can be referred to and access necessary support services within the community.

☐ 14) Describe how the Agency will respond to the training requirements.

☐ 15) Explain how the Agency will meet any special program or funding requirements.

☐ 16) Describe the Proposer(s) Quality Management component. Provide the Program Quality Improvement Plan. Provide outcomes expected from

the program, the tools and/or surveys utilized to arrive at defined outcomes. Describe how the Agency will utilize outcomes data on a regular basis to enhance and improve program services.

☐ 17) Estimate the number of unique or unduplicated clients expected to be served for Standalone Services and how that number will be generated and/or affected (i.e. community outreach, etc.).

☐ 18) Estimate the anticipated cost per participant for Standalone Services.

☐ 19) Estimate the anticipated cost per service hour for Recovery Centers and provide the estimated service hours anticipated to be provided.

☐ c. Describe your Agency's state of readiness to enroll participants, which shall include:

☐ 1) A Detailed Implementation Plan.

☐ 2) Your timeline for participant enrollment and hiring staff during the first program year.

☐ 3) Explanation of any assumptions and/or constraints.

6. Statements of Experience

Include the following in this section of the proposal:

☐ a. Business name of the Proposer and type of legal entity such as corporation, partnership, etc. If Proposer is a business entity, the Proposer must be registered with the CA Secretary of State.

☐ b. Number of years the Proposer has been in business under the present business name, as well as related prior business names.

☐ c. A statement that the prospective Proposer has a demonstrated capacity to perform the required services.

☐ d. List your ability to obtain any additional licenses, permits, and/or certifications that may be required, not listed in **Attachment L** – Licenses, Permits and/or Certifications.

☐ e. A statement that the Proposer has an organization that is adequately staffed and trained to perform the required services or demonstrate the capability for recruiting such staff

☐ f. Experience of principal individuals of the prospective Proposer's present organization in the areas of financial and management responsibility, including names of principal individuals, current position or office and their years of

service experience, including capacity, magnitude and type of work.

☐ g. With respect to contracts completed during the last five years which involve similar type projects, for each contract show:

- ☐ 1) Date of completion and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ **6) If none, so state.**

☐ h. If any contract with any other government entity (including San Bernardino County) was terminated prior to the original termination date during the last five years, for each contract show:

- ☐ 1) Date of termination and duration of each contract.
- ☐ 2) Type of service.
- ☐ 3) Total dollar amount contracted for and amount received.
- ☐ 4) Location of area served.
- ☐ 5) Name and address of agency with which contracted and agency person administering the contract.
- ☐ 6) Reason for termination.
- ☐ **7) If none, so state.**

☐ i. With respect to contracts currently in effect, for each contract show:

- ☐ 1) Contract start date and date due for completion.
- ☐ 2) Type of service.
- ☐ 3) Total contract amount.
- ☐ 4) Location of area served.

	☐ 5) Name and address of agency with which the organization is currently contracting and agency person administering the contract. ☐ **6) If none, so state.** ☐ j. A statement that the Proposer does not have any commitments or potential commitments which may impact on the Proposer's assets, lines of credit, guarantor letters, or ability to perform the Contract.
7. Subcontractor Information	If Proposer plans to subcontract any portion of the service delivery described in the RFP, include a written justification for subcontracting. ☐ a. Complete and include **Attachment F.** ☐ b. Any subcontractor must be approved in writing by the County and shall be subject to all applicable terms and conditions as the Contractor. The Contractor will be fully responsible for any performance of a subcontractor. **NOTE:** County will not reimburse Contractor or subcontractor for any expenses rendered by a subcontractor NOT approved in writing by the County**.**
8. Audited Financial Statements	Such statements shall be the most recent and complete audited financial statements available and shall be for a fiscal period not more than eighteen (18) months old at time of submission (see **Attachment G**). ☐ 1) a. In accordance with CDSS MPP Section 23-610(L), submit the three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months. **-OR-** ☐ 1) b. If the business has been in existence for less than three years, provide the most recent financial statements. These statements shall be audited by an independent, certified public accountant. **NOTE:** ☐ If you do not have audited financial statements, please submit unaudited financial statements for the three most current years *(including balance sheet, income statement, and statement of cash flow)*. ☐ 2) In accordance with CDSS MPP Section 23-610(M), submit an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this Proposal.

9. Insurance	☐	1) Submit evidence of ability to insure as stated in Section X, Paragraph B – Indemnification and Insurance Requirements. Proposer must complete and submit **Attachment H** – Indemnification and Insurance Requirements Affidavit, and ensure the form is complete, including the signature from Proposer's insurance broker/agent.
10. Complaint and Grievance Procedures	☐	A statement that the Proposer will ensure that any complaints made by service recipients will be referred to the County in accordance with the County procedure.
11. Program Budget	☐ ☐	Submit complete Budget Proposal (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (see **Attachment I** – Sample and **Attachment J** – Cover Page). Proposer's budget should be consistent with the cost structure of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as well as other budget guidelines applicable to the type of organization. **NOTE: Failure to submit Budget sheets for each program, for each year and for each proposed site as required <u>WILL</u> result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.**
12. References	☐	Provide three (3) references from other entities, preferably public agencies, of same or similar size as the County, with whom you have established a contract on a project of the same nature as this RFP. Provide Contact Name, Address, Phone Number, and dates Services were provided **(Attachment K)**.
13. Licenses	☐	Complete **Attachment L** – Licenses, Permits, and/or Certifications.
14. Local Vendor	☐	Local Vendor Preference Self-Certification Form (if appliciable).
15. Provider Information	☐	Complete **Attachment N** – Provider Information Report.

<u>NOTE: PLEASE DO NOT INCLUDE COPIES OF SOCIAL SECURITY CARDS OR NUMBERS, AND/OR COPIES OF DRIVER'S LICENSES OR NUMBERS, OR HOME ADDRESSES UNLESS IT IS THE FACILITY ADDRESS.</u>

XII. PROPOSAL EVALUATION AND SELECTION

A. Evaluation Process

All proposals will be subject to a standard review process developed by the County. A primary consideration shall be the effectiveness of the agency or organization in the delivery of comparable or related services based on demonstrated performance.

B. Evaluation Criteria

1. Initial Review - All proposals will be initially evaluated to determine if they meet the following minimum requirements:

   a. The proposal must be **complete as requested in Section XI – Proposal Submission, Paragraph - C Proposal Format**, include all required documents, and be in compliance with all the requirements of this RFP.

   b. Prospective Proposers must meet the requirements stated in **Section III, Paragraph A**.

   Failure to meet all of these requirements may result in a rejected proposal. Incomplete proposals (those missing required documents) will be disqualified. No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the proposal.

2. Evaluation - Proposals meeting the above requirements will also be evaluated on the basis of the following criteria and **specific programmatic criteria will be weighted** as indicated:

   a. Demonstrated ability to serve target population through Substance Use Disorder and Recovery Services.

   b. Ability to provide required services as specified in the RFP.

   c. Demonstrated ability to serve the number of unduplicated clients indicated under Section IV, Paragraph C-2.

   d. Ability to provide specified services by the Contract Start date.

   e. Has experience in providing services as described in the RFP.

   f. Meets staffing levels and requirements.

   g. Nearness to Proposed Service area, availability of transportation, and facility layout.

   h. Ability to provide services in specified areas of the County as specified in the RFP.

PROGRAM COMPONENTS (65%OF FINAL SCORE)	**% weighted value**
a. Ability to serve target population.	**20%**
b. Ability to provide required services by contract start date.	**5%**
c. Appropriate program services and strategies as specified in the RFP.	**35%**
d. Demonstrated ability to deliver outcomes.	**20%**
e. Substance Use Disorder knowledge and experience.	**5%**
f. Staffing levels & qualifications.	**5%**
g. Appropriateness of facility.	**5%**

h. Ability to serve specific geographic area.	**5%**
Total Program Component	**100%**

Below is a ***SAMPLE*** of the rating guidelines for the Program Component of the Evaluation. These ratings are assigned a value from five to zero (5, 4, 3, 2, 1, 0).

5	• Full understanding of target population, program services and strategies. • Full explanation of capacity, readiness, experience, staffing and qualifications. • Optimal treatment facility appropriately located.
4	• Broad understanding of target population, program services and strategies. • Broad explanation of capacity, readiness, experience, staffing and qualifications. • Appropriate treatment facility appropriately located.
3	• General understanding of target population, program services and strategies. • General explanation of capacity, readiness, experience, staffing and qualifications. • Adequate treatment facility appropriately located.
2	• Limited understanding of target population, program services and strategies. • Limited explanation of capacity, readiness, experience, staffing and qualifications. • Proposed adequate treatment facility to be appropriately located.
1	• Willingness and/or ability to learn to serve target population, program services and strategies. • Demonstrates willingness, not ability of capacity, readiness, experience, staffing and qualifications. • Does not have sufficient detail of appropriate plan of proposed facility.
0	• Information submitted is non-responsive. • Failure to submit requested information. • Failure to address the requirements as requested in the RFP will deem the section as non-responsive in the program component.

Evaluation (Continued) – Proposals will also be evaluated on the basis of the **specific financial criteria** as indicated below:

i. Specific financial criteria:

(1) Cost per participant served

(2) Salary & Benefit to Cost Ratio

(3) Financial Statement Reliability

(4) Current Ratio – Liquidity Ratio

(5) Debt to Asset Ratio

(6) Quick Ratio (Acid Test)

FINANCIAL COMPONENTS (35% OF FINAL SCORE)	% weighted value
(1) Cost per participant served – Shows the effectiveness of the services being provided to ensure we are getting the most out of our service dollar. Will be rated based on desired average of the department.	**30%**
(2) Salary & Benefit to Cost Ratio – Shows how costs are going to be expensed, will show if the money will be spent on services being performed or if it will be in large overhead amounts. Will be rated based on desired average of the department.	**20%**
(3) Financial Statement Reliability – Shows the accuracy and reliability of the company's financial statements, whether they are independently audited, compiled, or unaudited.	**12.5%**
(4) Current Ratio – Liquidity Ratio which measures company's ability to meet short term obligations, to ensure the company will be able to meet outstanding debts coming to maturity in the next 12 months. This will be compared to industry average.	**12.5%**
(5) Debt to Asset Ratio – Shows how much of the company's assets are financed through debt and will show the long term stability of the company. This will be compared to industry average.	**12.5%**
(6) Quick Ratio (Acid Test) – Shows the company's short-term liquidity, this measures the company's ability short term obligations with liquid assets in case of immediate need. This will be compared to industry average.	**12.5%**
Total Fiscal Component	**100%**

FINANCIAL COMPONENTS
• Cost per participant served – A standard range of cost per participant will be determined by DBH using past program and fiscal data. Depending on where your cost per participant falls within that range, you will receive a score of 1-7.
• Salary & Benefit to Cost Ratio – A standard range of Salary & Benefit to Cost Ratio will be determined by DBH using past program and fiscal data. Depending on where your cost per participant falls within that range, you will receive a score of 1-7.
• Financial Statement Reliability – You will earn points based on how accurate and reliable your financial statements are. If you have independently audited financial statements with an unqualified opinion you will receive the full 7 points. As your financial data's accuracy and reliability goes down, for example, audited with a qualified opinion or audit exceptions, unaudited financial statements, compiled statements, accounting software printouts, or simple excel sheets, your rating will go down in this category.
• Current Ratio – An industry benchmark range of Current Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.
• Debt to Asset Ratio – An industry benchmark range of Debt to Asset Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.
• Quick Ratio (Acid Test) – An industry benchmark range of Quick Ratio will be obtained and depending on where your cost per participant falls within that range, you will receive a score of 1-7.

NOTE: Failure to submit requested information will result in a zero (0) for the specified financial component.

While cost is a major consideration in the evaluation process, selection will be based on determination of which proposal will best meet the needs of the County and the requirements of this RFP.

3. Proposal Scoring

The evaluation process for this procurement will be scored and weighted as follows:

a. Program Components Evaluation - 65% of Final Score

b. Financial Components Evaluation - 35% of Final Score

C. Negotiations and Notice of Intent to Award

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

1. Contract Negotiation

After selection, negotiations may be conducted with the Proposer(s) of the highest-ranked Proposal(s). Negotiations, if held, shall be within the scope of work in the Request for Proposals. If the contract negotiations take place in San Bernardino County, California, the Proposer will be responsible for its travel and per diem expenses of its personnel.

2. Failure to Negotiate

If the selected proposer:

a. Fails to provide the information required to begin negotiations in a timely manner; or

b. Fails to negotiate in good faith; or

c. Indicates it cannot perform the Contract within the budgeted funds available for the Services; or

d. If the Proposer and the County, after a good faith effort, simply cannot come to terms;

Then the County may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest rated Proposer.

3. Notice of Intent to Award (NOIA) – Proposer Notification of Selection

After the completion of Contract negotiations, a written and/or electronic Notice of Intent to Award (NOIA) letter and denial letters (or a copy of the NOIA) will be issued to all Proposers. The issuance date of the NOIA is the date the NOIA was delivered by email or into the care of the United States Postal Service for delivery to the Proposer.

The County may require the potential Proposer(s) selected to participate in negotiations. This may include cost, technical, or other clarifications needed to make a decision.

4. Award

A contract will be awarded based on a competitive selection of Proposals received. The contents of the Proposal of the successful Proposer will become contractual obligations and failure to accept these obligations in a Contract may result in cancellation of the award.

D. Appeal and Award

In the event a dispute arises concerning the Proposal process prior to the award of the Contract, the Proposer raising the dispute shall submit a request for resolution in writing to the Purchasing Agent. Proposer may appeal the recommended award or denial of award (Protest), provided the Protest:

1. Is submitted in writing.
2. Is submitted within ten (10) calendar days of the issuance date of the NOIA.

A Protest can only be brought on the following grounds:

1. Failure of the County to follow the selection procedures and adhere to requirements specified in the RFP or any addenda or amendments.
2. Violation of conflict of interest as provided by California Government Code Section 87100 et seq.
3. Violation of State or Federal law.

Protests will not be accepted for any other reasons than those stated above. All Protests must be sent to:

Stephenie Shea, Acting Director of Purchasing
San Bernardino County
Purchasing Department
777 E. Rialto Avenue
San Bernardino, CA 92415-0760

Upon receipt of the formal Protest, the Purchasing Agent, or his/her designee, will attempt to resolve the Protest. A Protest shall be disallowed when, in the judgment of the Purchasing Agent it has been submitted: (1) as a delay tactic; (2) for the purpose of posturing the Proposer advantageously for future procurement; (3) in a form that deviates from the one prescribed; (4) without adequate factual basis or merit; or (5) in an untimely manner.

The Purchasing Agent shall make a decision concerning the appeal, and notify the Proposer submitting the Protest, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Purchasing Agent shall be deemed final.

Alternatively, at the Purchasing Agent's discretion, an Appeal Panel consisting of five (5) members appointed by the Purchasing Agent shall hear the Protest. The Proposer will be provided reasonable notice of the time, date and location of the hearing. In the event that a protesting Proposer does not appear at the Protest hearing as scheduled, the Protest will be disallowed.

The hearing is informal, in that it is not subject to the strict rules of evidence or procedure, and live witnesses, if any, will not be sworn. All relevant evidence is admissible, including hearsay. It will be up to the Appeal Panel members to consider the credibility of the evidence and the weight to give it.

The Panel will determine by at least three (3) affirmative votes: 1) whether the Protest was submitted timely; 2) whether the Protest is based on at least one of the three designated grounds identified above; and 3) whether the grounds on which the Protest are based have been substantiated.

If any of the grounds are determined to be valid, the Panel will also decide if the valid portion of the Protest has so tainted the RFP process that it is unfair to the Proposer or whether the valid grounds for the Protest are in the nature of harmless error and that the RFP process was fair to the Proposer. The Panel will not re-evaluate the Proposals.

The Purchasing Agent shall notify the Proposer making the Protest of the decision, within a reasonable timeframe prior to the tentatively scheduled date for awarding the Contract. The decision of the Appeal Panel shall be deemed final. If the Contract must be approved by the Board, after receiving a decision from the Purchasing Agent or Appeal Panel, the Proposer may then present its Protest to the Clerk of the Board of Supervisors for the Board's review and decision. The Proposer must file its written Protest with the Clerk of the Board or provide a verbal Protest (typically limited to three minutes) prior to the Board making a decision on the Contract. Any decision of the Board shall be deemed final.

A Proposer protesting the results of any of the processes described herein must follow the procedures set forth. By submitting a "Letter of Intent to Protest", the Proposer has agreed that the protest procedures herein shall precede any action in a judicial or quasi-judicial tribunal regarding this Proposal. Protests that do not follow these procedures shall not be considered. The protest procedures constitute the sole administrative remedy available to the Proposer under this RFP. Upon exhaustion of this remedy no additional recourse is available.

E. Final Authority

The final authority to award a Contract(s) rests solely with San Bernardino County Board of Supervisors.

The following statements (Attachments) are incorporated as part of the proposal in response to San Bernardino County:

ATTACHMENT A

PROPOSAL SUBMISSION CHECKLIST

Use this checklist to ensure that all items have been included. This form is to be completed and included in the proposal.

	Items Completed	Number of Pages
1.	Cover Page	
2.	Attachment A – Proposal Submission Checklist	
3.	Attachment B – Table of Contents	
4.	Attachment C – Statements of Certification	
5.	Attachment D – Reportable Conditions	
6.	Proposal/Narrative Description	
7.	Statements of Experience	
8.	Attachment E – Disclosures, Exceptions, and Public Records Act Exemptions to RFP	
9.	Attachment F – Subcontractor Information	
10.	Attachment G – Financial Capability (Audited Financial Statements)	
11.	Attachment H – Indemnification and Insurance Requirements Affidavit	
12.	Attachment I – Budget Proposal	
13.	Attachment J – Budget Cover Page	
14.	Attachment K – References Form	
15.	Attachment L – Licenses, Permits, and/or Certifications	
16.	Attachment M – Local Vendor Preference Self-Certification Form	
17.	Attachment N – Provider Information Report	
18.	Attachment O – Federal Contracting Provisions	
19.	Attachment P – Reserved	
20.	Attachment Q – Business Associate Agreement	
21.	Attachment R – Attestation Regarding Ineligible/Excluded Persons	
22.	Attachment S – DHCS-ODS Waiver Supplement	

Proposer Name: _____
Address: _____
Telephone No.: ( ) _____ FAX No.: ( ) _____
Email Address: _____
Federal Tax ID: _____
RFP Contact: _____
Name of Authorized Representative: _____
Title of Authorized Representative: _____

By signing below, the individual acknowledges that he/she has the authority to bind the Proposer to the terms of the Proposal. The individual further acknowledges that he/she has read and understands the RFP, the contents of the Proposal and the Attachments, and attests to the accuracy of the information submitted therein.

Signature of Authorized Representative: _____

Date: _____

ATTACHMENT B

TABLE OF CONTENTS

ATTACHMENT C

STATEMENTS OF CERTIFICATION

	Statement	Agree (Initial)	Disagree with requirement (initial and explain in E- Exceptions)
1.	Services will be provided as described in the Request for Proposals, beginning January 1, 2027, and continuing through December 31, 2031. Regions to be served: ☐East Valley ☐West Valley ☐Central Valley Region ☐Desert/Mountain Region Services to be provided: ☐ Standalone Services ☐ Recovery Center ☐ Both Population to be served: ☐Adult ☐Adolescent ☐Both		
2.	The offer made in the proposal is firm and binding for nine (9) months from the date the proposal is opened and recorded.		
3.	All declarations in the proposal and any attachments are true and shall constitute a warranty, the falsity of which shall entitle the County to pursue any remedy by law.		
4.	All aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective Proposer or competitor for the purpose of restricting competition.		
5.	Proposer agrees that all aspects of the RFP and the proposal submitted shall be binding if the proposal is selected and a Contract is awarded.		
6.	Proposer will provide the County with any other information that the County determines is necessary for an accurate determination of the Proposer's ability to perform services as proposed.		
7.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.		
8.	If selected, the Proposer agrees to submit verification of exclusion checks; in addition, verification of necessary licensure would be required prior to contract execution.		
9.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.		
10.	If applicable and selected, the Proposer agrees to be Medi-Cal certified in accordance with State and San Bernardino County Department of Behavioral Health requirements.		
11.	If selected, the Proposer agrees to comply with the County's Grievance and Complaint Procedure.		
12.	The RFP has been reviewed in its entirety and Proposer has no exceptions to any requirements, terms, or conditions, except as noted in **Attachment E**.		

Signature (*Authorized Signer)* Date

Print/Type Name

Company/Agency

Address

ATTACHMENT D

REPORTABLE CONDITIONS

	Statement	None to Disclose (Initial)	Disclosures (Initial and explain in Attachment E-Disclosures/Exceptions)
1.	Former County Officials Does the Proposer or agency/organization have any former county administrative officials who are employees or representatives?		
2.	Similar Contracts Has the Proposer or agency/organization had completed similar contracts or projects during the last five years?		
3.	Terminated Contracts Has the Proposer or agency/organization had any contracts terminated prior to the original termination date?		
4.	Current Contracts Does the Proposer or agency/organization have similar contracts currently in place?		
5.	Controlling Interest Does the Proposer or agency/organization have controlling interest in any agencies providing equivalent or similar services?		
6.	Financial Interest Does the Proposer or agency/organization have any financial interest in other lines of business?		
7.	Pending Litigation Does the Proposer or agency/organization have any pending litigation regarding crimes or offenses, financial misconduct, or fraud involving the Proposer's business, or any of its officers, employees, and/or consultants thereof, in connection with contracts?		
8.	Convictions or Adverse Court Rulings Does the Proposer or agency/organization have any convictions or adverse court rulings involving fraud and/or related acts of all officers, consultants, and employees?		
9.	Is the agency/organization currently delinquent in paying its State/Federal payroll taxes?		
10.	Proposer certifies that neither it nor its principles is presently disbarred, suspended, proposed for disbarment, declared ineligible or voluntarily excluded from participation in transactions with federal departments or agencies.		

Signature (*Authorized Signer)*

Date

Print/Type Name

Company/Agency

Address

Address

ATTACHMENT E

DISCLOSURES, EXCEPTIONS, AND PUBLIC RECORDS ACT EXEMPTIONS TO RFP

DISCLOSURES

Proposer reports the following:

EXCEPTIONS

Proposer has reviewed the RFP and General Contract Terms in their entirety and has the following exceptions. (Please list your exceptions by indicating the section or paragraph number, and page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

PUBLIC RECORDS ACT EXEMPTIONS

Proposer requests that specific portions of the contents of this Proposal be held confidential and not subject to public disclosure pursuant to the Public Records Act. The specific portions are detailed below: (Please identify and list your exemptions by indicating the Section or Paragraph number, and Page number, of the Proposal where the content is contained.) **Each stated exemption must include a citation to supporting legal authority, including statutory authority or case law, to support exemption from the Public Records Act. Requested exemptions that does not meet the requirements of this section will not be considered.**

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

ATTACHMENT F

SUBCONTRACTOR NAME (*name of agency, entity or organization*):	
Name and Title of Proposer's Contact Person:	
Mailing Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Federal Employer Identification Number:	
Number of Years under Current Name:	
Justification for Subcontracting: (Work)	
Capacity to Perform the Required Services Statement:	

Subcontractor's Authorized Signature:
The undersigned hereby certifies that the information above is correct and agrees to serve as a subcontractor on and perform all work as indicated above and will comply with all items as indicated in Section IV of Substance Use Disorder Recovery Services Community-Based Recovery Service Centers**, RFP DBH 26-011.**

Signature: _____ Date: _____

Print/Type Name: _____ Title: _____

ATTACHMENT G

PROPOSER'S FINANCIAL CAPABILITY

Use this page as a cover sheet for financial documents.

Per Section XI, Sub-Section C, Item #8 of this RFP:

Proposer must provide the Company's three most recent and complete annual audited financial statements; the most recent must be completed within the past 18 months.

If business has been in existence less than three years, and audited financial statements are not available, you must provide the most recent financial statements that have been audited by an independent, certified public accountant.

If you do not have audited financial statements, please submit unaudited financial statements for the three most current years *(including balance sheet, income statement, and statement of cash flow)*.

You must also provide an unaudited financial statement to cover the period from the last audited statement to present, ending no more than 120 days prior to the date of submission of this Proposal.

ATTACHMENT H

Indemnification and Insurance Requirements Affidavit

THE PROPOSER'S INSURANCE COMPANY(S) OR INSURANCE AGENT MUST COMPLETE THIS FORM AND THE PROPOSER MUST SUBMIT THIS COMPLETED AFFIDAVIT WITH THE PROPOSAL.

I, the undersigned (Please check one box) ☐ underwriter ☐ agent/broker, certify that I and the Proposer listed below have jointly reviewed the "Insurance Requirements" in this Request for Proposal (RFP). If the San Bernardino County ("County") awards the Proposer the Contract for this project, I will be able—within fourteen (14) calendar days after the Proposer is notified of the Contract's award—to furnish the County with all the required, insurance certificate(s) and endorsement(s) as specified in Section V, Paragraph B. Indemnification and Insurance Requirements.

Insurance Broker / Agency Name _____ Date _____

Insurance Broker's / Agent's Name (Printed) _____ Insurance Broker's / Agent's Name (signature) _____

Address _____ City _____ State _____ Zip Code _____

Telephone Number _____ FAX Number _____ Email Address _____

Proposer's Name _____ County RFP Name and Number _____

Below State the Name of Insurance Company Providing Coverage:
DO NOT write "Will Provide," "To Be Determined," "When required," or similar phrases.

Commercial/General Liability _____ Automobile Liability _____

Workers' Compensation Liability _____ Professional Liability _____

Cyber Liability _____

Sexual Abuse Liability _____

[NOTE TO PROPOSER: See Section V, Paragraph B. Indemnification and Insurance Requirements, for details on the basic requirements and types of insurance for this agreement.]

NOTE TO THE UNDERWRITER / AGENT-BROKER: If the insurance forms that the Proposer submits to the County do not fully comply with the Insurance Requirements, and/or if the Proposer fails to submit the forms within the 14-day time limit, the County may: (1) declare the Proposer's Proposal non-responsive, and (2) award the Contract to the next highest ranked Proposer.
If you have any questions about the Insurance Requirements, please contact* San Bernardino County *- Risk Management Department via e-mail Insurance.Questions@RM.sbcounty.gov (Please provide name of RFP with your email question(s)).

ATTACHMENT I
Budget Proposal - Sample

Budget Proposal – Sample TBD

ATTACHMENT J

BUDGETS

Use this page as a cover sheet when submitting budgets.

Submit complete Budgets (Schedule A's and B's) for **each** program, for **each** fiscal year and for **each** site (if applicable) for cost analysis purposes (see **Attachment I** - Sample). Electronic version will be e-mailed to each agency upon verification of mandatory proposal conference attendance or upon request, as appropriate.

NOTE: Failure to submit the Budget sheets for each program, for each year and for each proposed site as required WILL result in the elimination of the entire submitted proposal; it will not move forward in the evaluation process.

ATTACHMENT K

REFERENCES

Name of Agency	Contact Name/Address	Phone Number/Email	Dates services provided (from/through*)

Provide a minimum of three (3) customer references Proposer has contracted with, providing the same service as requested in this RFP.

*Enter "**Present**" if still providing the services (Example: 10/08/13 - present).

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____ Date: _____

ATTACHMENT L

LICENSES, PERMITS, and/or CERTIFICATIONS

TYPE (ie: License, Permit, Certifications) **EXPIRATION**
Include DIR Registration No. of Contractor and Subcontractors

ATTACHMENT M

SAN BERNARDINO COUNTY | Purchasing

LOCAL VENDOR PREFERENCE SELF-CERTIFICATION

Vendor Legal Name_____

Vendor Representative _____

Vendor Address _____

City, State, Zip _____

Phone_____

Email_____

Federal Tax ID # _____

TO BE CERTIFIED AS A LOCAL VENDOR, eligible for Local Vendor Preference (any vendor, contractor or consultant, hereafter "vendor") I certify under penalty of perjury that _____ meets all of the following requirements:

- The main office (headquarters) or a major regional office is located within the boundaries of San Bernardino County;
- Twenty-five percent (25%) of full-time management employees and twenty-five percent (25%) of full-time regular employees work from locations in the County;
- Employ at least one full-time or two part-time employees with primary residence in the County;
- "Point of sale" for purposes of reporting sales tax to the State Board of Equalization (if applicable) is within the boundaries of the County and payment of any local share of sales tax goes to the County or a city within the County. (If the local business has more than one sales office in the State of California, the office located in the County shall be the point of sale for sales tax calculation);
- Not delinquent in any taxes or other payments to the County;
- Possess a valid and verifiable business license in _____ (if required);
  Location(s)
- Have been open and established since _____;
  Date
- Have had on-going business activity in the field of _____ since _____
  (which is at least six months prior to the issuance of the solicitation); *Nature of Business* *Date*
- Have not, within five years prior to the date this form is signed, admitted guilt or been found guilty by any court or state or federal regulatory enforcement agency of violation of any criminal law or any law or regulation regarding fraud and not federally debarred; and
- Not suspended or debarred from participation in the County, in the scope of work that is the subject of the solicitation.

FURTHER, I acknowledge by initialing the following boxes that I understand:

____ If any time after being certified as a local vendor, a change in status occurs rendering a vendor no longer eligible for such status, the vendor must notify the Purchasing Agent prior to responding to a solicitation or accepting an award. Self certification is good for a period of five years, then must be renewed.

____ False certifications shall be immediate grounds for rejection of any proposal or bid or if the proposal or bid is awarded, grounds for voiding the proposal or bid, terminating any agreement, and seeking damages thereto. Failure to certify the above information shall result in the proposal or bid being considered by the County without any adjustment for a local vendor.

____ Self-certification provided by the vendor requesting a local preference shall be submitted to the Purchasing Agent under penalty of perjury. No person or business shall make a false representation to a County official or employee for the purpose of influencing the certification or denial of certification of any local vendor.

____ Any vendor that falsely obtains certification shall be ineligible to transact business with the County for not less than one year and not more than three years, at the discretion of the Purchasing Agent. This penalty shall also apply to any vendor that previously obtained proper certification and, because of a change in its status would no longer be eligible for certification, and fails to notify the County of this information prior to responding to a solicitation or accepting an award.

I am an authorized representative of _____ and can legally bind the company.

_____ *Date* _____ *Name* _____ *Position*

Reviewed By:

ATTACHMENT N

Provider Information Report

ORGANIZATIONAL INFORMATION			
Today's Date	□ Initial	□ Update	DBH Contract Start Date
Organization Name		Website Address	
Administration Address			
Administration Hours			
Administrative Contact Name Title		Administrative Contact E-mail Address	Administrative Contact Phone Number
Name of designated back-up contact Title		Designated back-up E-mail Address	Designated back-up Phone Number
Fiscal Contact Name Title		*Fiscal* Contact E-mail Address	*Fiscal* Contact Phone Number

FACILITY INFORMATION		
Facility/Clinic Name		
Facility /Clinic Address	City	Zip code (*nine-digit code*)
Facility/Clinic NPI Number	Facility/Clinic License Number *(if applicable)*	
Facility/Clinic E-mail Address *(if applicable)*		
Facility/Clinic Phone Number	Facility/Clinic Fax Number	
Program Manager/Clinic Supervisor Name	Title	
Phone Number	E-mail Address	
Medical Director Name	Phone Number	
Medical Director NPI Number	Medical Director Certifying Body	Medical Director License

Status of the Medical Director: ☐ Employee of the organization listed above ☐ Contracted Medical Director
☐ Memorandum of Understanding (MOU) between the Organization and the Medical Director

Facility/Clinic Hours		
Are extended night/weekend and/or holiday clinic hours offered? ☐ Yes ☐ No *(If yes, please list those hours above)*		
Drug Medi-Cal Certified? ☐ Yes ☐ No ☐Pending, date Application Submitted:		
If Yes, indicate Drug Medi-Cal Certification Effective Date *(Attach copy of DMC Letter)*	DMC Number	NTP License Number
DHCS Residential License *(If youth, CA Department of Public Health) (Attach copy of license)*		
DHCS Residential License Effective Date	DHCS Residential License Expiration Date	
Alcohol and other Drug (AOD) Certification ☐ Yes ☐ No ☐Pending, date Application Submitted: (*Attach copy of AOD Certification)*		
AOD Certification Effective Date:	AOD Certification Expiration Date:	
Any other Accreditation *(i.e. CARF, JACO, CCAPP) Enter they type of accreditation above and attach copy of most recent monitoring report*		

ASAM LEVEL OF CARE DESIGNATION AND POPULATION SERVED

Early Intervention/Outpatient/Intensive Outpatient/Recovery Services (*check all that apply*):			
☐ Perinatal	☐ Youth	☐ Young Adult (18-20)	☐ Adult (21+)
☐ Recovery Services	☐ 0.5 Early Intervention		☐1.0 Outpatient
☐ 2.1 Intensive Outpatient			

Residential Treatment Services (*check all that apply*):				
☐ Perinatal	☐ Youth	☐ Young Adult (18-20)	☐ Adult (21+)	☐ Adult w/children
☐ 3.1 Low – Intensity Residential	☐ 3.3 High – Intensity Residential (population specific)			☐ 3.5 High – Intensity Residential
☐ 3.7 Medically Monitored Inpatient		☐ 4.0 Medically Managed Inpatient		

Withdrawal Management (*check all that apply*):			
☐ Perinatal	☐ Youth	☐ Young Adult (18-20)	☐ Adult (21+)
☐ 1-WM	☐ 2-WM		☐ 3.2-WM
☐ 3.7-WM	☐ 4.0-WM		

Evidenced Based Practices (EBPs) Providers will implement at least two EBPs per service modality. Check the box for the specific EBPs your agency will provide for this contract.
☐ **Motivational Interviewing:** A patient-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on patients' past successes.
☐ **Cognitive-Behavioral Therapy:** Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.
☐ **Relapse Prevention:** A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.
☐ **Trauma-Informed Treatment:** Services shall take into account and understanding of trauma, and place priority on trauma survivors' safety, choice and control.
☐ **Psycho-Education:** Psycho-educational groups are designed to educate patients about substance use, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to patients' lives, to instill self-awareness, suggest options for growth and change, identify community resources that can assist patients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.
Evidenced-Based (EB) curriculum(s) utilized within your Program. *(Specify name and author of the EB curriculum)*
Do you provide curriculum in any other language? ☐ Yes ☐ No *[If yes, specify language(s)]*
Does your organization utilize an Electronic Health Records (EHR)? ☐ Yes ☐ No If yes, will you be utilizing electronic signature? ☐ Yes ☐ No
Does your organization have a current Cultural Competency Plan? ☐ Yes ☐ No *(If yes, please provide a copy of the plan*

ATTACHMENT O

FEDERAL CONTRACTING PROVISIONS

[NOTE – The last term requires a signature by the Contractor if the term applies. Delete this note.]
Contractor shall to comply with the following additional terms:

A. Davis Bacon Act (40 USC §§ 3141-3144 and 3146-3148)

*** ***If Applicable*** - Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of $2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.
[**NOTE**: A copy of the current prevailing wage determination issued by the Dept. of Labor must be placed in each solicitation. \. All suspected or reported violations must be reported to the federal awarding agency. Delete this note.]

1. All transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable.
2. Contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.
3. Contractor agrees that a condition of this Contract is acceptance of the Department of Labor wage determination.
4. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.
5. Additionally, contractors are required to pay wages not less than once a week.
6. *** ***If*** **Applicable** The Contractor and all subcontractors and sub-subcontractors are required to pay their employees and workers a wage not less than the minimum wage for the work classification as specified in both the Federal and California wage decisions. See Exhibit "XXX" for additional information regarding California Prevailing Wage Rate Requirements and the applicable general prevailing wage determinations which are on file with the County and are available to any interested party on request. The higher of the two applicable wage determinations, either California prevailing wage or Davis-Bacon Federal prevailing wage, will be enforced for all applicable work/services under this Contract.

B. Copeland "Anti-Kick Back" Act

*** ***If applicable*** - Applies to all contracts and subcontracts for the performance of work on contracts for the construction, prosecution, repair, or completion of public buildings, public works, or works which are financed in whole or in part by loans or grants from the Federal government.

1. Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
2. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the federal government may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

Breach. A breach of the Davis Bacon Act and Copeland "Anti-Kick Back" Act provisions may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

C. Contract Work Hours and Safety Standards Act (40 USC § 3702)

******If applicable*** - Applies to any contract in excess of $100,000 that may require or involve the employment of laborers or mechanics which is financed in part or in whole by the Federal government. It does not apply to the purchase of supplies or materials or articles ordinarily available on the open market.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (C)(1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (C)(1) of this section, in the sum of $[Amount Set By Federal Funding Source] for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (C)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The County, shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (3) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and the Federal Water Pollution Control Act (42 USC §§ 7401-7671q, 33 USC §§ 1251-1387.)

****If applicable* - Applies to all federally funded contracts in excess of $150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the federal funding source, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

E. Procurement of Recovered Materials (45 CFR § 75.331)

***_If applicable_ - Applicable to all contracts funded using Federal funds.

1. Contractor shall comply with the provisions of section 6002 of the Federal Solid Waste Disposal Act, as amended by the federal Resource conservation and Recovery Act, as the same may be amended, which include (but are not necessarily limited to): procuring only items designated in guidelines of the Environmental Protection Agency at 40 CFR Part 247 (as the same may be amended) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the Environmental Protection Agency guidelines.
2. This provision does not apply if the items cannot be acquired—
    a. Competitively within a timeframe providing for compliance with the contract performance schedule;
    b. Meeting contract performance requirements; or
    c. At a reasonable price.
3. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
4. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

F. Prohibited Telecommunications and Video Surveillance Equipment and Services (2 C.F.R. §200.216)

Contractor certifies that it will not use contract funds to:
(1) Procure or obtain covered telecommunications equipment or services;
(2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or
(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

"Covered telecommunications equipment or services" means those equipment and services defined at 2 C.F.R. §200.16(b).

G. Domestic Preference for Procurements (2 C.F.R. § 200.322)

Contractor should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in party of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

H. Combatting Trafficking in Persons

***_If applicable_ – Applies if using federal funds in excess of $550,000 for the purchase of supplies (other than off the shelf supplies) or services from outside of the United States.

Contractor shall not engage in any prohibited activities identified in paragraph (b) of Federal Acquisition Regulation 52.222-50, Combating Trafficking in Persons. The County has the right to monitor, detect, and terminate the Contract if it is determined Contractor is engaging in prohibited activities identified at paragraph (b) and to refer such activities to the applicable law enforcement or federal authorities. Contractor shall comply with all requirements in paragraph (c) of Regulation 52.222-50 and immediately notify the County of any activity described in paragraph (d) of Regulation 52.222-50.

I. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352 (as amended))

***_If applicable_ – Generally applies to contracts that are federally funded and exceed $100,000.

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to the County any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

[*certification continued on next page*]

ANTI- LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an 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.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

4. 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 by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

5. The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Contractor’s Authorized Official

_____
Name and Title of Contractor’s Authorized Official

_____
Date

ATTACHMENT P

RESERVED

ATTACHMENT Q

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (Agreement) supplements and is made a part of the contract (Contract) by and between the San Bernardino County Department of Behavioral Health (hereinafter Covered Entity) and **[INSERT CONSULTANT NAME HERE]** (hereinafter Business Associate). This Agreement is effective as of the effective date of the Contract.

RECITALS

WHEREAS, Covered Entity (CE) wishes to disclose certain information to Business Associate (BA) pursuant to the terms of the Contract, which may include Protected Health Information (PHI); and

WHEREAS, CE and BA intend to protect the privacy and provide for the security of the PHI disclosed to BA pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (HITECH Act), their implementing regulations, and other applicable laws; and

WHEREAS, The Privacy Rule and the Security Rule require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, sections 164.314, subdivision (a), 164.502, subdivision (e), and 164.504, subdivision (e) of the Code of Federal Regulations (C.F.R.) and contained in this Agreement; and

WHEREAS, Pursuant to HIPAA and the HITECH Act, BA shall fulfill the responsibilities of this Agreement by being in compliance with the applicable provisions of the HIPAA Standards for Privacy of PHI set forth at 45 C.F.R. sections 164.308 (Administrative Safeguards), 164.310 (Physical Safeguards), 164.312 (Technical Safeguards), 164.316 (Policies and Procedures and Documentation Requirements), and, 164.400, et seq. and 42 United States Code (U.S.C.) section 17932 (Breach Notification Rule), in the same manner as they apply to a CE under HIPAA;

NOW THEREFORE, in consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

A. Definitions

Unless otherwise specified herein, capitalized terms used in this Agreement shall have the same meanings as given in the Privacy Rule, the Security Rule, the Breach Notification Rule, and HITECH Act, as and when amended from time to time.

1. Breach shall have the same meaning given to such term under the HIPAA Regulations [45 C.F.R. §164.402] and the HITECH Act [42 U.S.C. §§17921 et seq.], and as further described in California Civil Code section 1798.82.
2. Business Associate (BA) shall have the same meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to 42 U.S.C. section 17921 and 45 C.F.R. section 160.103.
3. Covered Entity (CE) shall have the same meaning given to such term as under the Privacy Rule and Security Rule, including, but not limited to 45 C.F.R. section 160.103.
4. Designated Record Set shall have the same meaning given to such term under 45 C.F.R. section 164.501.
5. Electronic Protected Health Information (ePHI) means PHI that is maintained in or transmitted by electronic media as defined in the Security Rule, 45 C.F.R. section 164.103.

6. Individual shall have the same meaning given to such term under 45 C.F.R. section 160.103.
7. Privacy Rule means the regulations promulgated under HIPAA by the United States Department of Health and Human Services (HHS) to protect the privacy of Protected Health Information, including, but not limited to, 45 C.F.R. Parts 160 and 164, subparts A and E.
8. Protected Health Information (PHI) shall have the same meaning given to such term under 45 C.F.R. section 160.103, limited to the information received from, or created or received by Business Associate from or on behalf of, CE.
9. Security Rule means the regulations promulgated under HIPAA by HHS to protect the security of ePHI, including, but not limited to, 45 C.F.R. Part 160 and 45 C.F.R. Part 164, subparts A and C.
10. Unsecured PHI shall have the same meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act, including, but not limited to 42 U.S.C. section 17932, subdivision (h).

B. Obligations and Activities of BA

1. Permitted Uses and Disclosures

   BA may disclose PHI: (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) for purposes of Treatment, Payment and Operations (TPO); (iv) as required by law; or (v) for Data Aggregation purposes for the Health Care Operations of CE. Prior to making any other disclosures, BA must obtain a written authorization from the Individual.

   If BA discloses PHI to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such PHI will be held confidential as provided pursuant to this Agreement and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the PHI, to the extent it has obtained knowledge of such breach. [42 U.S.C. section 17932; 45 C.F.R. sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)]

2. Prohibited Uses and Disclosures

   i. BA shall not use, access or further disclose PHI other than as permitted or required by this Agreement and as specified in the attached Contract or as required by law. Further, BA shall not use PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. BA shall disclose to its employees, subcontractors, agents, or other third parties, and request from CE, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder.

   ii. BA shall not use or disclose PHI for fundraising or marketing purposes.

   iii. BA shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. (42 U.S.C. section 17935(a) and 45 C.F.R. section 164.522(a)(1)(i)(A).)

   iv. BA shall not directly or indirectly receive remuneration in exchange for PHI, except with the prior written consent of CE and as permitted by the HITECH Act (42 U.S.C. section 17935(d)(2); and 45 C.F.R. section 164.508); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to this Agreement.

3. Appropriate Safeguards

   i. BA shall implement appropriate safeguards to prevent the unauthorized use or disclosure of PHI, including, but not limited to, administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI BA creates, receives,

maintains, or transmits on behalf of the CE, in accordance with 45 C.F.R. sections 164.308, 164.310, 164.312 and 164.316. [45 C.F.R. sections 164.504(e)(2)(ii)(b) and 164.308(b).]

ii. In accordance with 45 C.F.R. section 164.316, BA shall maintain reasonable and appropriate written policies and procedures for its privacy and security program in order to comply with the standards, implementation specifications, or any other requirements of the Privacy Rule and applicable provisions of the Security Rule.

iii. BA shall provide appropriate training for its workforce on the requirements of the Privacy Rule and Security Rule as those regulations affect the proper handling, use confidentiality and disclosure of the CE's PHI.

Such training will include specific guidance relating to sanctions against workforce members who fail to comply with privacy and security policies and procedures and the obligations of the BA under this Agreement.

4. Subcontractors

BA shall enter into written agreements with agents and subcontractors to whom BA provides CE's PHI that impose the same restrictions and conditions on such agents and subcontractors that apply to BA with respect to such PHI, and that require compliance with all appropriate safeguards as found in this Agreement.

5. Reporting of Improper Access, Use or Disclosure or Breach

Every suspected and actual Breach shall be reported immediately, but no later than one (1) business day upon discovery, to CE's Office of Compliance, consistent with the regulations under HITECH Act. Upon discovery of a Breach or suspected Breach, BA shall complete the following actions:

i. Provide CE's Office of Compliance with the following information to include but not limited to:

a) Date the Breach or suspected Breach occurred;

b) Date the Breach or suspected Breach was discovered;

c) Number of staff, employees, subcontractors, agents or other third parties and the names and titles of each person allegedly involved;

d) Number of potentially affected Individual(s) with contact information; and

e) Description of how the Breach or suspected Breach allegedly occurred.

ii. Conduct and document a risk assessment by investigating without unreasonable delay and in no case later than five (5) calendar days of discovery of the Breach or suspected Breach to determine the following:

a) The nature and extent of the PHI involved, including the types of identifiers and likelihood of re-identification;

b) The unauthorized person who had access to the PHI;

c) Whether the PHI was actually acquired or viewed; and

d) The extent to which the risk to PHI has been mitigated.

iii. Provide a completed risk assessment and investigation documentation to CE's Office of Compliance within ten (10) calendar days of discovery of the Breach or suspected Breach with a determination as to whether a Breach has occurred. At the discretion of CE, additional information may be requested.

a) If BA and CE agree that a Breach has not occurred, notification to Individual(s) is not required.

b) If a Breach has occurred, notification to the Individual(s) is required and BA must provide CE with affected Individual(s) name and contact information so that CE can provide notification.

iv. Make available to CE and governing State and Federal agencies in a time and manner designated by CE or governing State and Federal agencies, any policies, procedures, internal practices and records relating to a Breach or suspected Breach for the purposes of audit or should the CE reserve the right to conduct its own investigation and analysis.

6. Access to PHI

To the extent BA maintains a Designated Record Set on behalf of CE, BA shall make PHI maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule. If BA maintains ePHI, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act. If BA receives a request from an Individual for access to PHI, BA shall immediately forward such request to CE.

7. Amendment of PHI

If BA maintains a Designated Record Set on behalf of the CE, BA shall make any amendment(s) to PHI in a Designated Record Set that the CE directs or agrees to, pursuant to 45 C.F.R. section 164.526, or take other measures as necessary to satisfy CE's obligations under 45 C.F.R. section 164.526, in the time and manner designated by the CE.

8. Access to Records

BA shall make internal practices, books, and records, including policies and procedures, relating to the use, access and disclosure of PHI received from, or created or received by BA on behalf of, CE available to the Secretary of HHS, in a time and manner designated by the Secretary, for purposes of the Secretary determining CE's compliance with the Privacy Rule and Security Rule and patient confidentiality regulations. Any documentation provided to the Secretary shall also be provided to the CE upon request.

9. Accounting for Disclosures

BA, its agents and subcontractors shall document disclosures of PHI and information related to such disclosures as required by HIPAA. This requirement does not apply to disclosures made for purposes of TPO. BA shall provide an accounting of disclosures to CE or an Individual, in the time and manner designated by the CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the Individual's authorization, or a copy of the written request for disclosure.

10. Termination

CE may immediately terminate this agreement, and any related agreements, if CE determines that BA has breached a material term of this agreement. CE may, at its sole discretion, provide BA an opportunity to cure the breach or end the violation within the time specified by the CE.

11. Return of PHI

Upon termination of this Agreement, BA shall return all PHI required to be retained by the BA or its subcontractors, employees or agents on behalf of the CE. In the event the BA determines that returning the PHI is not feasible, the BA shall provide the CE with written notification of the conditions that make return not feasible. Additionally, the BA must follow established policies and procedures

to ensure PHI is safeguarded and disposed of adequately in accordance with 45 C.F.R. section 164.310, and must submit to the CE a certification of destruction of PHI. For destruction of ePHI, the National Institute of Standards and Technology (NIST) guidelines must be followed. BA further agrees to extend any and all protections, limitations, and restrictions contained in this Agreement, to any PHI retained by BA or its subcontractors, employees or agents after the termination of this Agreement, and to limit any further use, access or disclosures.

12. Breach by the CE

    Pursuant to 42 U.S.C. section 17934, subdivision (b), if the BA is aware of any activity or practice by the CE that constitutes a material Breach or violation of the CE's obligations under this Agreement, the BA must take reasonable steps to address the Breach and/or end eliminate the continued violation, if the BA has the capability of mitigating said violation. If the BA is unsuccessful in eliminating the violation and the CE continues with non-compliant activity, the BA must terminate the Agreement (if feasible) and report the violation to the Secretary of HHS.

13. Mitigation

    BA shall have procedures in place to mitigate, to the extent practicable, any harmful effect that is known to BA of a use, access or disclosure of PHI by BA, its agents or subcontractors in violation of the requirements of this Agreement.

14. Costs Associated to Breach

    BA shall be responsible for reasonable costs associated with a Breach. Costs shall be based upon the required notification type as deemed appropriate and necessary by the CE and shall not be reimbursable under the Agreement at any time. CE shall determine the method to invoice the BA for said costs. Costs shall incur at the current rates and may include, but are not limited to the following:

    - Postage;
    - Alternative means of notice;
    - Media notification; and
    - Credit monitoring services.

15. Direct Liability

    BA may be held directly liable under HIPAA for impermissible uses and disclosures of PHI; failure to provide breach notification to CE; failure to provide access to a copy of ePHI to CE or individual; failure to disclose PHI to the Secretary of HHS when investigating BA's compliance with HIPAA; failure to provide an accounting of disclosures; and, failure to enter into a business associate agreement with subcontractors.

16. Indemnification

    BA agrees to indemnify, defend and hold harmless CE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, penalties, injuries, costs and expenses (including costs for reasonable attorney fees) that are caused by or result from the acts or omissions of BA, its officers, employees, agents and subcontractors, with respect to the use, access, maintenance or disclosure of CE's PHI, including without limitation, any Breach of PHI or any expenses incurred by CE in providing required Breach notifications.

17. Judicial or Administrative Proceedings

    CE may terminate the Contract, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws or (ii) a finding or stipulation is made in any administrative or civil proceeding

in which the BA has been joined that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the Privacy Rule, Security Rule or other security or privacy laws.

18. Insurance

In addition to any general and/or professional liability insurance coverage required of BA under the Contract for services, BA shall provide appropriate liability insurance coverage during the term of this Agreement to cover any and all claims, causes of action, and demands whatsoever made for loss, damage, or injury to any person arising from the breach of the security, privacy, or confidentiality obligations of BA, its agents or employees, under this Agreement and under HIPAA 45 C.F.R. Parts 160 and 164, Subparts A and E.

19. Assistance in Litigation or Administrative Proceedings

BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

C. Obligations of CE

1. CE shall notify BA of any of the following, to the extent that such may affect BA's use, access, maintenance or disclosure of PHI:
   i. Any limitation(s) in CE's notice of privacy practices in accordance with 45 C.F.R. section 164.520.
   ii. Any changes in, or revocation of, permission by an individual to use, access or disclose PHI.
   iii. Any restriction to the use, access or disclosure of PHI that CE has agreed to in accordance with 45 C.F.R. section 164.522.

D. General Provisions

1. Remedies

BA agrees that CE shall be entitled to seek immediate injunctive relief as well as to exercise all other rights and remedies which CE may have at law or in equity in the event of an unauthorized use, access or disclosure of PHI by BA or any agent or subcontractor of BA that received PHI from BA.

2. Ownership

The PHI shall be and remain the property of the CE. BA agrees that it acquires no title or rights to the PHI.

3. Regulatory References

A reference in this Agreement to a section in the Privacy Rule and Security Rule and patient confidentiality regulations means the section as in effect or as amended.

4. No Third-Party Beneficiaries

Nothing express or implied in the Contract or this Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

5. Amendment

The parties acknowledge that state and federal laws related to privacy and security of PHI are rapidly evolving and that amendment of the Contract or this Agreement may be required to ensure

compliance with such developments. The parties shall negotiate in good faith to amend this Agreement when and as necessary to comply with applicable laws. If either party does not agree to so amend this Agreement within 30 days after receiving a request for amendment from the other, either party may terminate the Agreement upon written notice. To the extent an amendment to this Agreement is required by law and this Agreement has not been so amended to comply with the applicable law in a timely manner, the amendment required by law shall be deemed to be incorporated into this Agreement automatically and without further action required by either of the parties. Subject to the foregoing, this Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed and agreed to by BA and CE.

6. Interpretation

   Any ambiguity in this Agreement shall be resolved to permit CE to comply with the Privacy and Security Rules, the HITECH Act, and all applicable patient confidentiality regulations.

7. Compliance with State Law

   In addition to HIPAA and all applicable HIPAA Regulations, BA acknowledges that BA and CE may have confidentiality and privacy obligations under State law, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code §56, et seq. ("CMIA")). If any provisions of this Agreement or HIPAA Regulations or the HITECH Act conflict with CMIA or any other California State law regarding the degree of protection provided for PHI and patient medical records, then BA shall comply with the more restrictive requirements.

8. Survival

   The respective rights and obligations and rights of CE and BA relating to protecting the confidentiality or a patient's PHI shall survive the termination of the Contract or this Agreement.

ATTACHMENT R

ATTESTATION REGARDING INELIGIBLE/EXCLUDED PERSONS

Contractor shall:
To the extent consistent with the provisions of this Agreement, comply with regulations as set forth in Executive Order 12549; Social Security Act, 42 U.S. Code, Section 1128 and 1320 a-7; Title 42 Code of Federal Regulations (CFR), Parts 1001 and 1002, et al; and Welfare and Institutions Code, Section 14043.6 and 14123 regarding exclusion from participation in federal and state funded programs, which provide in pertinent part:

1. Contractor certifies to the following:
    a. it is not presently excluded from participation in federal and state funded health care programs,
    b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency which is likely to result in exclusion from any federal or state funded health care program, and/or
    c. unlikely to be found by a federal and state agency to be ineligible to provide goods or services.
2. As the official responsible for the administration of Contractor, the signatory certifies the following:
    a. all of its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs,
    b. there is not an investigation currently being conducted, presently pending or recently concluded by a federal or state agency of any such officers, employees, agents and/or sub-contractors which is likely to result in an exclusion from any federal and state funded health care program, and/or
    c. its officers, employees, agents and/or sub-contractors are otherwise unlikely to be found by a federal or state agency to be ineligible to provide goods or services.
3. Contractor certifies it has reviewed, at minimum prior to hire or contract start date and monthly thereafter, the following lists in determining the organization nor its officers, employees, agents, and/or sub-contractors are not presently excluded from participation in any federal or state funded health care programs:
    a. OIG's List of Excluded Individuals/Entities (LEIE).
    b. United States General Services Administration's System for Award Management (SAM).
    c. California Department of Health Care Services Suspended and Ineligible Provider (S&I) List, if receives Medi-Cal reimbursement.
4. Contractor certifies that it shall notify DBH SUDRS Administration immediately (within 24 hours) by phone and in writing within ten (10) business days of being notified of:
    a. Any event, including an investigation, that would require Contractor or any of its officers, employees, agents and/or sub-contractors exclusion or suspension under federal or state funded health care programs, or
    b. Any suspension or exclusionary action taken by an agency of the federal or state government against Contractor, or one or more of its officers, employees, agents and/or sub-contractors, barring it or its officers, employees, agents and/or sub-contractors from providing goods or services for which federal or state funded healthcare program payment may be made.

_____
Printed name of authorized official

_____
Signature of authorized official

_____
Date

ATTACHMENT S

DHCS-ODS WAIVER SUPPLEMENT

TABLE OF CONTENTS

I. Definition of Terminology

A. The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to CA Health and Safety Code, Title 6.

1. ***"Abuse"*** means provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes beneficiary practices that result in unnecessary cost to the Medicaid program.

2. ***"Adolescents"*** means beneficiaries between the ages of twelve and under the age of twenty-one.

3. ***"Administrative Costs"*** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Omni-Circular and the State Controller's Office Handbook of Cost Plan Procedures.

4. ***"Adverse benefit determination"*** means, in the case of an MCO, PIHP, or PAHP, any of the following:

   a) The denial or limited authorization of a requested service, including determinations based on the type or level of service, requirements for medical necessity, appropriateness, setting, or effectiveness of a covered benefit.

   b) The reduction, suspension, or termination of a previously authorized service.

   c) The denial, in whole or in part, of payment for a service.

   d) The failure to provide services in a timely manner, as defined by the state

   e) The failure of an MCO, PIHP, or PAHP to act within the timeframes provided in § 438.408(b)(1) and (2) regarding the standard resolution of grievances and appeals.

   f) For a resident of a rural area with only one MCO, the denial of an enrollee's request to exercise his or her right, under § 438.52(b)(2)(ii), to obtain services outside the network.

   g) The denial of an enrollee's request to dispute a financial liability, including cost sharing, copayments, premiums, deductibles, coinsurance, and other enrollee financial liabilities.

5. ***"American Society of Addiction Medicine (ASAM***)" A professional society representing over 3,000 physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the

public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with substance use disorders.

6. ***"ASAM Criteria"*** A set of guidelines for placement, continued stay, and transfer/discharge of patients with Substance Use Disorders and co-occurring conditions. The ASAM criterion provides separate placement criteria for adolescents and adults to create comprehensive and individualized treatment plans. Adolescent and adult treatment plans are developed through a multidimensional patient assessment over five broad levels of treatment that are based on the degree of direct medical management provided, the structure, safety and security provided, and the intensity of treatment services provided. ASAM's criterion uses six dimensions to create a holistic, bio-psychosocial assessment of an individual to be used for service planning and treatment across all services and levels of care.

7. ***"Appeal"*** is the request for review of an adverse benefit determination.

8. ***"Authorization"*** is the approval process for DMC-ODS Services prior to the submission of a DMC claim.

9. ***"Available Capacity"*** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. ***"Beneficiary"*** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the current "Diagnostic and Statistical Manual of Mental Disorders (DSM)" criteria; and (d) meets the admission criteria to receive DMC covered services.

11. ***"Beneficiary/Enrollee Encounter Data"*** means the information relating to the receipt of any item(s) or service(s) by an enrollee under a contract between a state and a MCO, PIHP, or PAHP that is subject to the requirements of §§438.242 and 438.818.

12. ***"Beneficiary Handbook"*** is the state developed model enrollee handbook.

13. ***"Calendar Week"*** means the seven day period from Sunday through Saturday.

14. ***"Case Management"*** means a service to assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

15. ***"Certified Provider"*** means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in Title 22, California Code of Regulations, Section 51341.1.

16. ***"Collateral Services"*** means sessions with therapists or counselors and significant persons in the life of a beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

17. ***"Complaint"*** means requesting to have a problem solved or have a decision changed because you are not satisfied. A complaint is sometimes called a grievance or an appeal.

18. ***"Co-Occurring Disorders***" means concurrent substance use and mental health disorders.

19. ***"Corrective Action Plan (CAP)"*** means the written plan of action document which the

Contractor or its subcontracted service provider develops and submits to DBH to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.

20. ***"County Realignment Funds"*** means Behavioral Health Subaccount funds received by the County as per California Code Section 30025.

21. ***"Crisis Intervention***" means a contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance, which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to stabilization of the beneficiary's emergency situation.

22. ***"Cultural and Linguistic Competency"*** Cultural competence is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals that enables that system, agency, or those professionals and consumer providers to work effectively in cross-cultural situations.

23. ***"Days"*** means calendar days, unless otherwise specified.

24. ***"Dedicated Capacity"*** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide DMC-ODS services to persons eligible for Contractor services.

25. ***"Delivery System"*** DMC-Organized Delivery System is a Medi-Cal benefit in counties that choose to opt into and implement the Pilot program. DMC-ODS shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in a county that opts into the Pilot program. Upon approval of an implementation plan, the state shall contract with the county to provide DMC-ODS services. The county shall, in turn, contract with DMC certified providers or provide county-operated services to provide all services outlined in the DMC-ODS. Counties may also contract with a managed care plan to provide services. Participating counties with the approval from the state may develop regional delivery systems for one or more of the required modalities or request flexibility in delivery system design or comparability of services. Counties may act jointly in order to deliver these services.

26. ***"Discharge services"*** means the process to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

27. ***"DMC-ODS Services"*** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Code, Section 14124.24; and California's Medicaid State Plan, including the DMC ODS 1115 Demonstration Waiver special terms and conditions.

28. ***"Drug Medi-Cal Program"*** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.

29. ***"Drug Medi-Cal Termination of Certification"*** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a Drug Medi-Cal certification termination notice.

30. ***"Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"*** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

31. ***"Education and Job Skills"*** means linkages to life skills, employment services, job training, and education services.

32. ***"Emergency medical condition"*** means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    a) Placing the health of the individual (or, for a pregnant woman, the health of the woman or her unborn child) in serious jeopardy.

    b) Serious impairment to bodily functions.

    c) Serious dysfunction of any bodily organ or part.

33. ***"Emergency services"*** means covered inpatient and outpatient services that are as follows:

    a) Furnished by a provider that is qualified to furnish these services under this Title.

    b) Needed to evaluate or stabilize an emergency medical condition.

34. ***"Evidence-Based"*** refers to programs that have been shown to have positive outcomes through high quality research. An evidenced-based program shall demonstrate the use of a minimum of two evidenced-based practices.

35. ***"Excluded Services"*** means services that are not covered under this Agreement.

36. ***"Face-to-Face"*** means a service occurring in person.

37. ***"Family Support"*** means linkages to childcare, parent education, child development support services, and family and marriage education. Family support is only available under Recovery services.

38. ***"Family Therapy"*** means including a beneficiary's family members and loved ones in the treatment process, and education about factors that are important to the beneficiary's recovery as well as their own recovery can be conveyed. Family members may provide social support to beneficiaries, help motivate their loved one to remain in treatment, and receive help and support for their own family recovery as well.

39. ***"Fair Hearing"*** means the state hearing provided to beneficiaries upon denial of appeal pursuant to 22 CCR 50951 and 50953 and 9 CCR 1810.216.6. Fair hearings shall comply with 42 CFR 431.220(a)(5), 438.408(f), 438.414, and 438.10(g)(1).

40. ***"Federal Financial Participation (FFP)"*** means the share of federal Medicaid funds for reimbursement of DMC services.

41. ***"Final Settlement"*** means permanent settlement of the Contractor's actual allowable costs or

expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.

42. ***"Fraud"*** means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or state law.

43. ***"Grievance"*** means an expression of dissatisfaction about any matter other than an adverse benefit determination. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the beneficiary's rights regardless of whether remedial action is requested. Grievance includes a beneficiary's right to dispute an extension of time proposed by the MCO, PIHP or PAHP to make an authorization decision.

44. ***"Grievance and Appeal System"*** means the processes the MCO, PIHP, or PAHP implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them.***"***

45. ***"Hospitalization"*** means that a patient needs a supervised recovery period in a facility that provides hospital inpatient care.

46. ***"Individual Counseling"*** means contact between a beneficiary and a therapist or counselor. Services provided in-person, by telephone or by telehealth qualify as Medi-Cal reimbursable units of service, and are reimbursed without distinction.

47. ***"Intake"*** means the process of determining a beneficiary meets the medical necessity criteria and a beneficiary is admitted into a substance use disorder treatment program. Intake includes the evaluation or analysis of the cause or nature of mental, emotional, psychological, behavioral, and substance use disorders; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for substance use disorder treatment and evaluation.

48. ***"Intensive Outpatient Treatment"*** means (ASAM Level 2.1) structured programming services consisting primarily of counseling and education about addiction-related problems a minimum of nine (9) hours with a maximum of 19 hours per week for adults, and a minimum of six (6) hours with a maximum of 19 hours per week for adolescents. Services may be provided in any appropriate setting in the community. Services may be provided in-person, by telephone or by telehealth.

49. ***"Interim Settlement"*** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

50. ***"Key Points of Contact"*** means common points of access to substance use treatment services from the county, including but not limited to the county's beneficiary problem resolution process, county owned or operated or contract hospitals, and any other central access locations established by the county.

51. ***"Long-Term Services and Supports (LTSS)"*** means services and supports provided to beneficiaries of all ages who have functional limitations and/or chronic illnesses that have the primary purpose of supporting the ability of the beneficiary to live or work in the setting of their choice, which may include the individual's home, a worksite, a provider-owned or controlled residential setting, a nursing facility, or other institutional setting.

52. ***"Licensed Practitioners of the Healing Arts (LPHA)"*** includes: Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LCP), Licensed Clinical Social Worker (LCSW), Licensed Professional Clinical Counselor (LPCC), and Licensed Marriage and Family Therapist (LMFT) and licensed-eligible practitioners working under the supervision of licensed clinicians.

53. ***"Managed Care Organization (MCO)"*** means an entity that has, or is seeking to qualify for, comprehensive risk contract under this part, and that is-

    a) A Federally qualified HMO that meets the advance directives requirements of subpart I of part 489 ; or

    b) Any public Any public or private entity that meets the advance directives requirements and is determined by the Secretary to also meet the following conditions:

        (1) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid beneficiaries within the area served by the entity.

        (2) Meets the solvency standards of the §438.116.

54. ***"Managed Care Program"*** means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Act.

55. ***"Maximum Payable"*** means the encumbered amount reflected in the Standard Agreement.

56. ***"Medical Necessity" and "Medically Necessary Services"*** means those SUD treatment services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or alleviate severe pain through the diagnosis or treatment of a disease, illness or injury consistent with and 42 CFR 438.210(a)(4) or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.

57. ***"Medical Necessity Criteria"*** means adult beneficiaries must have one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) Fifth Edition for Substance-Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders, and must meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria. Youth under 21 may be assessed to be at risk for developing a substance use disorder, and if applicable, must meet the ASAM adolescent treatment criteria. Beneficiaries under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health.

58. ***"Medical psychotherapy"*** means a type of counseling service that has the same meaning as

defined in 9 CCR § 10345.

59. ***"Medication Services"*** means the prescription or administration of medication related to substance use disorder treatment services, or the assessment of the side effects or results of that medication conducted by staff lawfully authorized to provide such services.

60. ***"Modality"*** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.

61. ***"Opioid (Narcotic) Treatment Program"*** means an outpatient clinic licensed by the state to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.

62. ***"Naltrexone Treatment Services"*** means an outpatient treatment service directed at serving detoxified opiate addicts by using the drug Naltrexone, which blocks the euphoric effects of opiates and helps prevent relapse to opiate addiction.

63. ***"Network"*** means the group of entities that have contracted with the PIHP to provide services under this Agreement.

64. ***"Network Provider"*** means any provider, group of providers, or entity that has a network provider agreement with a MCO, PIHP, PAHP, or a subcontract, and receives Medicaid funding directly or indirectly to order, refer or render covered services as a result of the state's contract with an MCO, PIHP or PAHP. A network provider is not a subcontractor by virtue of the network provider agreement.

65. ***"Non-participating provider"*** means a provider that is not engaged ***in*** the continuum of services under this Agreement.

66. ***"Non-Perinatal Residential Program"*** services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

67. ***"Nonrisk Contract"*** means a contract between the state and a PIHP or PAHP under which the PHIP or PAHP:

    a) Is not at financial risk for changes in utilization or for costs incurred under the contract that do not exceed the upper payment limits specified in § 447.362, and

    b) May be reimbursed by the state at the end of the contract period on the basis of the incurred costs, subject to the specified limits

68. ***"Notice of Adverse Benefit Determination"*** means a formal communication of any action and consistent with 42 CFR 438.404 and 438.10.

69. ***"Observation"*** means the process of monitoring the beneficiary's course of withdrawal. It is to be conducted as frequently as deemed appropriate for the beneficiary and the level of care the beneficiary is receiving. This may include but is not limited to observation of the beneficiary's health status.

70. ***"Outpatient Services"*** means (ASAM Level 1.0) outpatient service directed at stabilizing and rehabilitating persons up to nine hours of service per week for adults, and less than six hours per week for adolescents.

71. ***"Overpayment"*** means any payment made to a network provider by a MCO, PIHP, or PAHP to which the network provider is not entitled to under Title XIX of the Act or any payment to a MCO, PIHP, or PAHP by a state to which the MCO, PIHP, or PAHP is not entitled to under Title XIX of the Act.

72. ***"Patient Education"*** means providing research based education on addiction, treatment, recovery and associated health risks.

73. ***"Participating provider"*** means a provider that is engaged in the continuum of services under this Agreement.

74. ***"Payment Suspension"*** means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I Code, Section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

75. ***"Performance"*** means providing the dedicated capacity, , including all applicable state and federal statutes, regulations, and standards, ***including*** Alcohol and/or Other Drug Certification Standards, in expending funds for the provision of SUD services hereunder.

76. "***Perinatal DMC Services"*** means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).

77. ***"Physician"*** as it pertains to the supervision, collaboration, and oversight requirements in sections 1861(aa)(2)(B) and (aa)(3) of the Title XIX or Title XXI of the Social Security Act (hereinafter referred to as the Act), a doctor of medicine or osteopathy legally authorized to practice medicine or surgery in the State in which the function is performed.

78. ***"Physician Consultation"*** services are to support DMC physicians with complex cases, which may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

79. ***"Physician services"*** means services provided by an individual licensed under state law to practice medicine.

80. ***"Plan"*** means any written arrangement, by one or more entities, to provide health benefits or medical care or assume legal liability for injury or illness.

81. ***"Postpartum"*** as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

82. ***"Postservice Postpayment (PSPP) Utilization Review"*** means the review for program compliance and medical necessity conducted by the state after service was rendered and paid. DHCS may recover prior payments of Federal and state funds if such a review determines that

the services did not comply with the applicable statutes, regulations, or terms as specified in this Agreement.

83. ***"Potential Beneficiary/Enrollee"*** means a Medicaid beneficiary who is subject to mandatory enrollment or may voluntarily elect to enroll in a given MCO, PIHP, PAHP, PCCM or PCCM entity, but is not yet an enrollee of a specific MCO, PIHP, PAHP, PCCM, or PCCM entity.

84. ***"Preauthorization"*** means approval by the Plan that a covered service ***is*** medically necessary.

85. ***"Prepaid Ambulatory Health Plan (PAHP)"*** means an entity that:

    a) Provides services to beneficiaries under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

    b) Does not provide or arrange for, and is not otherwise responsible for the provision of any inpatient hospital or institutional services for its beneficiaries; and

    c) Does not have a comprehensive risk contract.

86. ***"Prepaid Inpatient Health Plan (PIHP)"*** means an entity that:

    a) Provides services to beneficiaries under contract with the state, and on the basis of capitation payments, or other payment arrangements that do not use State Plan payment rates.

    b) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its beneficiaries; and

    c) Does not have a comprehensive risk contract.

87. ***"Prescription drugs"*** means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

    a) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of this professional practice as defined and limited by Federal and State law

    b) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

    c) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

88. ***"Primary Care"*** means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

89. ***"Primary Care Case Management Entity (PCCM entity)"*** means an organization that provides any of the following functions, in addition to primary care case management services, for the state:

a) Provision of intensive telephonic or face-to-face case management, including operation of a nurse triage advice line.

b) Development of beneficiary care plans.

c) Execution of contracts with and/or oversight responsibilities for the activities of FFS providers in the FFS program.

d) Provision of payments to FFS providers on behalf of the state.

e) Provision of beneficiary outreach and education activities.

f) Operation of a customer service call center.

g) Review of provider claims, utilization and practice patterns to conduct provider profiling and/or practice improvement.

h) Implementation of quality improvement activities including administering beneficiary satisfaction surveys or collecting data necessary for performance measurement of providers.

i) Coordination with behavioral health systems/providers.

j) Coordination with long-term services and supports systems/providers.

90. ***"Primary Care Case Manager (PCCM)"*** means a physician, a physician group practice or, at State option, any of the following:

a) A physician assistant

b) A nurse practitioner.

c) A certified nurse-midwife

91. ***"Primary care physician (PCP)"*** means a Physician responsible for supervising, coordinating, and providing initial and Primary Care to patients and serves as the medical home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, or obstetrician/gynecologist.

92. ***"Primary care provider"*** means a person responsible for supervising, coordinating, and providing initial and Primary Care to patients; for initiating referrals; and, for maintaining the continuity of patient care. A Primary Care Provider may be a Primary Care Physician or Non-Physician Medical Practitioner.

93. ***"Projected Units of Service"*** means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

94. ***"Provider"*** means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is legally authorized to do so by the state in which it delivers the services.

95. ***"Provider-preventable condition"*** means a condition that meets the definition of a health care-acquired condition — a condition occurring in any inpatient hospital setting, identified as a HAC by the Secretary under section 1886(d)(4)(D)(iv) of the Act for purposes of the Medicare program identified in the State Plan as described in section 1886(d)(4)(D)(ii) and (IV) of the

Act; other than Deep Vein Thrombosis (DVT)/Pulmonary Embolism (PE) as related to total knee replacement or hip replacement surgery in pediatric and obstetric patients — or an "other provider- preventable condition," which is defined as a condition occurring in any health care setting that meets the following criteria:

a) Is identified in the State Plan.

b) Has been found by the state, based upon a review of medical literature by qualified professionals, to be reasonably preventable through the application of procedures supported by evidence-based guidelines.

c) Has a negative consequence for the beneficiary.

d) Is auditable.

e) Includes, at a minimum, wrong surgical or other invasive procedure performed on a patient; surgical or other invasive procedure performed on the wrong body part; surgical or other invasive procedure performed on the wrong patient.

96. ***"Re-certification"*** means the process by which the DMC certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

97. ***"Recovery monitoring"*** means recovery coaching, monitoring via telephone and internet. Recovery monitoring is only available in Recovery services.

98. ***"Recovery Services"*** are available after the beneficiary has completed a course of treatment. Recovery services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to patients.

99. ***"Rehabilitation Services"*** includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of his practice under state law, for maximum reduction of physical or mental disability and restoration of a beneficiary to his best possible functional level.

100. ***"Relapse"*** means a single instance of a beneficiary's substance use or a beneficiary's return to a pattern of substance use.

101. ***"Relapse Trigger"*** means an event, circumstance, place or person that puts a beneficiary at risk of relapse.

102. ***"Recovery"*** – Recovery is a process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. Recovery is built on access to evidence-based clinical treatment and recovery support services for all populations. The process of recovery is highly personal and occurs via many pathways. It may include clinical treatment, medications, faith-based approaches, peer support, family support, self-care, and other approaches. Recovery is characterized by continual growth and improvement in one's health and wellness that may involve setbacks. Resilience becomes a key component of recovery because setbacks are a natural part of life.

103. ***"Residential Treatment Services"*** means a non-institutional, 24-hour non-medical, short-term residential program of any size that provides rehabilitation services to beneficiaries. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills, and access community support systems. Programs shall provide a range of activities and services. Residential treatment shall include 24-hour structure with available trained personnel, seven days a week, including a minimum of five (5) hours of clinical service a week to prepare beneficiary for outpatient treatment.

104. ***"Revenue"*** means Contractor's income from sources other than the state allocation.

105. ***Safeguarding medications,"*** means facilities will store all resident medication and facility staff members may assist with resident's self- administration of medication.

106. ***"Service Area"*** means the geographical area under Contractor's jurisdiction.

107. ***"Service Authorization Request"*** means a beneficiary's request for the provision of a service.

108. ***"Short-Term Resident"*** means any beneficiary receiving residential services pursuant to DMC-ODS, regardless of the length of stay, is a "short-term resident" of the residential facility in which they are receiving the services.

109. ***"Stakeholders"*** means persons or organizations involved with the individual participants, including their families, the Courts, Probation Officers, Parole Agents, Social Services staff, DBH, their employers and others.

110. ***"Subcontract"*** means an agreement between the Contractor and its subcontractors. A subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct beneficiary services.

111. ***"Subcontractor"*** means a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Agreement.

112. ***"Substance Abuse Assistance"*** means peer-to-peer services and relapse prevention. Substance abuse assistance is only available in Recovery services.

113. ***"Substance Abuse Block Grant (SABG)"*** *are f*unds awarded to US States and the District of Columbia, Puerto Rico, the U.S. Virgin Islands, 6 Pacific jurisdictions, and 1 tribal entity through the Substance Abuse and Mental Health Services Administration (SAMHSA). Grantees use the funds to plan, implement, and evaluate activities that prevent and treat substance use disorders and promote public health.

114. ***"Substance Use Disorder (SUD)"*** includes substance abuse and substance dependence. Substance abuse is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. Substance dependence is a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues use of substances despite significant substance related problems. SUD Services is the provision of services to prevent or reduce the harm of alcohol and other drugs throughout San Bernardino County through community action, education, support, and

collaboration.

115. ***"Substance Use Disorder and Recovery Services (SUDRS)"*** Refers to the County of San Bernardino Department of Behavioral Health - Substance Use Disorder and Recovery Services, formerly known as Alcohol and Drug Services (ADS) Administration.

116. ***"Substance Use Disorder Diagnoses"*** are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

117. ***"Substance Use Disorder Medical Director"*** has the same meaning as in 22 CCR § 51000.24.4.

118. ***"Support Groups"*** means linkages to self-help and support, spiritual and faith-based support.

119. ***"Support Plan"*** means a list of individuals and/or organizations that can provide support and assistance to a beneficiary to maintain sobriety.

120. ***"Telehealth between Provider and Beneficiary"*** means office or outpatient visits via interactive audio and video telecommunication systems.

121. ***"Telehealth between Providers"*** means communication between two providers for purposes of consultation, performed via interactive audio and video telecommunications systems.

122. ***"Temporary Suspension"*** means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Code, Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

123. ***"Threshold Language"*** means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in an identified geographic area.

124. ***"Transportation Services"*** means provision of or arrangement for transportation to and from medically necessary treatment.

125. "***Treatment Planning"*** means the act of a provider preparing an individualized written treatment plan, based upon information obtained in the intake and assessment process.

126. ***"Urgent care"*** means a condition perceived by a beneficiary as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

127. ***"Utilization"*** means the total actual units of service used by beneficiaries.

128. ***"Withdrawal Management"*** means detoxification services provided in either an ambulatory or non-ambulatory setting consistent with the ASAM level of care criteria to DMC ODS beneficiaries.

II. Coordination and Continuity of Care (42 CFR §438.208)

A. The Contractor shall comply with the care and coordination requirements of this section.

B. As all beneficiaries receiving DMC-ODS services shall have special health care needs, the Contractor shall implement mechanisms for identifying, assessing, and producing a treatment plan for all beneficiaries that have been assessed to need a course of treatment, and as specified below.

C. The Contractor shall implement procedures to deliver care to and coordinate services for all of its beneficiaries. These procedures shall meet DBH requirements and shall do the following:

1. Ensure that each beneficiary has an ongoing source of care appropriate to his or her needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the beneficiary. The beneficiary shall be provided information on how to contact their designated person or entity.
2. Coordinate the services the Contractor furnishes to the beneficiary:
   a) Between settings of care, including appropriate discharge planning for short term and long-term hospital and institutional stays.
   b) With the services the beneficiary receives from any other managed care organization.
   c) With the services the beneficiary receives in FFS Medicaid.
   d) With the services the beneficiary receives from community and social support providers.
3. Make a best effort to conduct an initial screening of each beneficiary's needs, within 90 calendar days of the effective date of enrollment for all new beneficiaries, including subsequent attempts if the initial attempt to contact the beneficiary is unsuccessful.
4. Share with DBH and managed care organizations serving the beneficiary the results of any identification and assessment of that beneficiary's needs to prevent duplication of those activities (see f. below).
5. Contractor ensures when furnishing services to beneficiaries they maintain and share, as appropriate, a beneficiary health record in accordance with professional standards.
6. Ensure that in the process of coordinating care, each beneficiary's privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

D. The Contractor shall implement mechanisms to comprehensively assess each Medicaid beneficiary seeking services for special health care needs to identify any ongoing special conditions of the beneficiary that require a course of treatment or regular care monitoring. The assessment mechanisms shall use appropriate contractor providers.

E. The Contractor shall produce a treatment or service plan meeting the criteria below for beneficiaries with special health care needs that are determined through assessment to need a course of treatment or regular care monitoring. The treatment or service plan shall be:

1. Developed with beneficiary participation, and in consultation with any providers caring for the beneficiary;
2. Developed by a person trained in person-centered planning using a person-centered process and plan as defined in 42 CFR §441.301(c)(1);
3. Approved by DBH in a timely manner, if this approval is required by DBH and/or regulation;
4. In accordance with any applicable DBH quality assurance and utilization review standards; and
5. Reviewed and revised upon reassessment of functional need, at least every 12 months, or

when the beneficiary's circumstances or needs change significantly, or at the request of the beneficiary per 42 CFR §441.301(c)(3).

F. For beneficiaries with special health care needs determined through an assessment to need a course of treatment or regular care monitoring, the Contractor shall have a mechanism in place to assist beneficiaries in directly accessing a specialist as appropriate for the beneficiary's condition and identified needs.

III. Coverage and Authorization of Services (42 CFR §438.210)

A. The Contractor shall furnish medically necessary services covered by this Agreement in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid, as set forth in 42 CFR §440.230, and for beneficiaries under the age of 21, if applicable, as set forth in 42 CFR Section 440, subpart B.

B. The Contractor:

1. Shall ensure that the medically necessary services provided are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished; and
2. Shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary service solely because of diagnosis, type of illness, or condition of the beneficiary.

IV. Practice Guidelines (42 CFR §438.236)

A. Contractor shall adhere to DBH's practice guidelines that meet the following requirements:

1. Are based on valid and reliable clinical evidence or a consensus of providers in the particular field;
2. Consider the needs of DBH's beneficiaries;
3. Are adopted in consultation with contracting health care professionals; and
4. Are reviewed and updated periodically as appropriate.

B. Contractor shall disseminate the guidelines to all providers and, upon request, to beneficiaries and potential beneficiaries.

C. Contractor shall ensure that all decisions for utilization management, beneficiary education, coverage of services, and other areas to which the DBH guidelines apply are consistent with the guidelines.

V. Provider Specifications

A. Contractor and the contractor staff agree to the following requirements: Professional staff shall be licensed, registered, certified or recognized under California scope of practice statutes.

B. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. Licensed Practitioners of the Healing Arts (LPHA) include:

1. Physician
2. Nurse Practitioners
3. Physician Assistants

4. Registered Nurses
5. Registered Pharmacists
6. Licensed Clinical Psychologists
7. Licensed Clinical Social Worker
8. Licensed Professional Clinical Counselor
9. Licensed Marriage and Family Therapists
10. License Eligible Practitioners working under the supervision of Licensed Clinicians

C. Contractor agrees that non-professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. A professional and/or administrative staff may supervise non-professional staff.

D. Contractor agrees professional and non-professional staff are required to have appropriate experience and any necessary training at the time of hiring. Documentation of trainings, certifications and licensure shall be contained in personnel files.

E. Professional staff (LPHAs) shall receive a minimum of five (5) hours of continuing education related to addiction medicine each year.

F. Registered and certified SUD counselors shall adhere to all requirements in Title 9, Chapter 8.

VI. Services for Adolescents and Youth

Assessment and services for adolescents will follow the ASAM adolescent treatment criteria.

VII. Organized Delivery System (ODS) Timely Coverage Non-Discrimination - Member Discrimination Prohibition

A. Contractor agrees that DMC-ODS services shall be available as a Medi-Cal benefit for individuals who meet the medical necessity criteria and reside in San Bernardino County. Determination of who may receive the DMC-ODS benefits shall be performed in accordance with DMC-ODS Special Terms and Conditions (STC) 128(d), and as follows:

1. The Contractor shall verify the Medicaid eligibility determination of an individual. When the contractor conducts the initial eligibility verification, that verification shall be reviewed and approved by DBH prior to payment for services. If the individual is eligible to receive services from tribal health programs operating under the Indian Self-Determination Education Assistance Act (ISDEAA), then the determination shall be conducted as set forth in the Tribal Delivery System - Attachment BB to the STCs.
2. The initial medical necessity determination, for an individual to receive a DMC-ODS benefit, shall be performed through a face-to- face review or telehealth by a Medical Director or a LPHA. After establishing a diagnosis and documenting the basis for diagnosis, the American Society of Addiction Medicine (ASAM) Criteria shall be applied by the diagnosing individual to determine placement into the level of assessed services.
    a) Medical necessity for an adult (an individual age 21 and over) is determined using the following criteria:

(1) The individual shall have received at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance- Related and Addictive Disorders with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders; and

(2) The individual shall meet the ASAM Criteria definition of medical necessity for services based on the ASAM Criteria.

b) Individuals under age 21 are eligible to receive Medicaid services pursuant to the Early Periodic Screening, Diagnostic and Treatment (EPSDT) mandate. Under the EPSDT mandate, beneficiaries under the age 21 are eligible to receive all appropriate and medically necessary services needed to correct and ameliorate health conditions that are coverable under section 1905(a) Medicaid authority. Nothing in the DMC-ODS overrides any EPSDT requirements. Medical necessity for an adolescent individual (an individual under the age of 21) is determined using the following criteria:

(1) The adolescent individual shall be assessed to be at risk for developing a SUD.

(2) The adolescent individual shall meet the ASAM adolescent treatment criteria.

3. For an individual to receive ongoing DMC-ODS services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least every six months through the reauthorization process and document their determination that those services are still clinically appropriate for that individual. For an individual to receive ongoing Opioid Treatment Program/Narcotic Treatment Program (OTP/NTP) services, the Medical Director or LPHA shall reevaluate that individual's medical necessity qualification at least annually through the reauthorization process and determine that those services are still clinically appropriate for that individual.

VIII. Financing

A. Payment for Services

1. Pursuant to Title 42 CFR 433.138 and 22 CCR 51005(a), if a beneficiary has Other Heath Coverage (OHC), then the contractor agrees to bill that OHC prior to billing DMC to receive either payment from the OHC, or a notice of denial from the OHC indicating that:

a) The recipient's OHC coverage has been exhausted, or

b) The specific service is not a benefit of the OHC.

2. If the Contractor submits a claim to an OHC and receives partial payment of the claim, contractor may submit the claim to DMC and is eligible to receive payment up to the maximum DMC rate for the service, less the amount of the payment made by the OHC.

B. OTP/NTP (only in these contracts)

The contracted OTP/NTP Contractor agrees to provide DBH with requested financial data on an annual basis.

IX. Access to Services

A. Subject to State and County provider enrollment certification requirements, Contractor shall maintain

continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC certified providers. Contractor agrees to the following requirements:

1. If services are denied, inform the beneficiary in accordance with this contract and DBH policy/procedure.
2. Review the DSM and ASAM Criteria documentation to ensure that the beneficiary meets the requirements for the service.
3. Pursuant to 42 CFR 438.3(l), allow each beneficiary to choose his or her health professional to the extent possible and appropriate.
4. Ensure treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
5. Refer prospective beneficiaries to DBH's 24/7 toll free number to call to access DMC-ODS services.
6. Provide and make available DMC-ODS services to all beneficiaries that reside in San Bernardino County and enrolled in the ODS Plan.

X. Residential Programs (Only in Residential Contracts)

Contractor agrees to ensure that residential services are provided in DHCS or Department of Social Services (DSS) licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

XI. Laboratory Testing Requirements (Only in Contracts Doing Testing)

A. Contractor agrees that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). Except as specified in paragraph (2) of this section, a laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1. Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for PPM procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory.
2. Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1. Any facility or component of a facility that only performs testing for forensic purposes.
2. Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.
3. Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

XII. Description of Services

A. Outpatient Services (ASAM Level 1.0)

1. Outpatient services consist of up to nine hours per week of medically necessary services for adults and less than six hours per week of services for adolescents.

2. Contractor agrees to provide ASAM Level 1 services including: assessment, treatment planning; individual and group counseling; family therapy; patient education; medication services; collateral services; crisis intervention services; and discharge planning and coordination.

3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

B. Intensive Outpatient Services (ASAM Level 2.1)

1. Intensive outpatient involves structured programming provided to beneficiaries as medically necessary for a minimum of nine hours and a maximum of 19 hours per week for adult perinatal and non-perinatal beneficiaries. Adolescents are provided a minimum of six and a maximum of 19 hours per week.

2. Contractor agrees to provide intensive outpatient services including: assessment, treatment planning, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention services, treatment planning, and discharge planning and coordination.

3. Services may be provided in-person, by telephone, or by telehealth, and in any appropriate setting in the community.

C. Residential Treatment Services

1. Residential services are provided in DHCS or DSS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria.

2. Residential services can be provided in facilities with no bed capacity limit.

3. The length of residential services range from 1 to 90 days with a 90-day maximum for adults and 30-day maximum for adolescents per 365-day period; unless medical necessity authorizes a one-time extension of up to 30 days per 365-day period.

   a) Only two non-continuous 90-day regimens may be authorized in a one-year period (365 days). The average length of stay for residential services is 30 days.

   b) Perinatal beneficiaries shall receive a length of stay for the duration of their pregnancy, plus 60 days postpartum.

   c) Adolescent beneficiaries shall receive a longer length of stay, if found to be medically necessary.

D. Case Management

1. Case management services are defined as a service that assist a beneficiary to access needed

medical, educational, social, prevocational, vocational, rehabilitative, or other community services.

2. Contractor agrees to provide case management services focusing on coordination of SUD care, integration around primary care especially for beneficiaries with a chronic substance use disorder, and interaction with the criminal justice system, if needed.

3. Case management services may be provided by a LPHA or a certified counselor.

4. Case management services may be provided face-to-face, by telephone, or by telehealth with the beneficiary and may be provided anywhere in the community.

E. Physician Consultation Services

1. Physician Consultation Services include DMC physicians' consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists. Physician consultation services are designed to assist DMC physicians by allowing them to seek expert advice when developing treatment plans for specific DMC-ODS beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations.

2. Contractor agrees that it may contract with one or more physicians or pharmacists in order to provide consultation services.

3. Contractor agrees to only allow DMC providers to bill for physician consultation services.

F. Recovery Services

1. Recovery Services shall include:

   a) Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care.

   b) Recovery Monitoring: Recovery coaching, monitoring via telephone and internet.

   c) Substance Abuse Assistance: Peer-to-peer services and relapse prevention.

   d) Education and Job Skills: Linkages to life skills, employment services, job training, and education services.

   e) Family Support: Linkages to childcare, parent education, child development support services, family/marriage education.

   f) Support Groups: Linkages to self-help and support, spiritual and faith-based support.

   g) Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

2. Contractor agrees to utilize recovery services when the beneficiary is triggered, when the beneficiary has relapsed, or simply as a preventative measure to prevent relapse. As part of the assessment and treatment needs of Dimension 6, Recovery Environment of the ASAM Criteria and during the transfer/transition planning process, Contractor shall provide beneficiaries with recovery services.

3. Additionally, Contractor shall:

a) Provide recovery services to beneficiaries as medically necessary.

b) Provide beneficiaries with access to recovery services after completing their course of treatment.

c) Provide recovery services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the beneficiary

G. Withdrawal Management

1. Contractor agrees to provide a minimum one of the five levels of withdrawal management (WM) services according to the ASAM Criteria, when determined by a Medical Director or LPHA as medically necessary, and in accordance with the beneficiary's individualized treatment plan.

2. Contractor agrees to ensure that all beneficiaries that are receiving both residential services and WM services are monitored during the detoxification process.

3. Contractor agrees to provide medically necessary habilitative and rehabilitative services in accordance with an individualized treatment plan prescribed by a licensed physician or licensed prescriber.

H. Opioid (Narcotic) Treatment Program Services (NTP)

1. Pursuant to W&I Code, Section 14124.22, a Narcotic Treatment Program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions to Medi-Cal beneficiaries who are not enrolled in managed care plans as long as those services are within the scope of the provider's practice. Narcotic treatment providers shall refer all Medi-Cal beneficiaries that are enrolled in managed care plans to their respective managed care plan to receive medically necessary medical treatment of their concurrent health conditions.

2. The diagnosis and treatment of concurrent health conditions of Medi- Cal beneficiaries that are not enrolled in managed care plans by a Narcotic Treatment Program provider may be provided within the Medi- Cal coverage limits. When the services are not part of the SUD treatment reimbursed pursuant to W&I Code, Section 14021.51, the services rendered shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include all of the following:

a) Medical treatment visits;

b) Diagnostic blood, urine, and X-rays;

c) Psychological and psychiatric tests and services;

d) Quantitative blood and urine toxicology assays; and

e) Medical supplies.

3. An NTP provider who is enrolled as a Medi-Cal fee-for-service provider shall not seek reimbursement from a beneficiary for SUD treatment services, if the NTP provider bills the services for treatment of concurrent health conditions to the Medi-Cal fee-for-service program.

4. As a licensed NTP, Contractor agrees to offer services to beneficiaries who meet medical necessity criteria requirements.

5. Services shall be provided in accordance with an individualized beneficiary plan determined by a licensed prescriber.

6. Contractor agrees to offer and prescribe medications to patients covered under the DMC- ODS formulary including methadone, buprenorphine, naloxone, and disulfiram.

7. Services provided as part of an NTP shall include: assessment, treatment planning, individual and group counseling, patient education; medication services; collateral services; crisis intervention services; treatment planning; medical psychotherapy; and discharge services.

8. Beneficiaries shall receive between 50 and 200 minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional counseling services may be provided.

XIII. Youth Treatment Guidelines

Contractor shall follow the guidelines in the document referenced as "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required when new guidelines are incorporated.

XIV. Medication Assisted Treatment

Contractor agrees to have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to sign a 42 CFR part 2 compliant release of information for this purpose.

XV. Evidence Based Practices (EBPs)

A. Contractor agrees to implement at least two of the following EBPs based on the timeline established in DBH's implementation plan. The two EBPs are per provider per service modality. Contractor acknowledges that County will ensure EBPs are implemented. County will monitor the implementation and regular training of EBPs to staff during reviews. The required EBPs include:

1. Motivational Interviewing: A beneficiary-centered, empathic, but directive counseling strategy designed to explore and reduce a person's ambivalence toward treatment. This approach frequently includes other problem solving or solution-focused strategies that build on beneficiaries' past successes.

2. Cognitive-Behavioral Therapy: Based on the theory that most emotional and behavioral reactions are learned and that new ways of reacting and behaving can be learned.

3. Relapse Prevention: A behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. Relapse prevention can be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use treatment.

4. Trauma-Informed Treatment: Services shall take into account an understanding of trauma, and place priority on trauma survivors' safety, choice and control.

5. Psycho-Education: Psycho-educational groups are designed to educate beneficiaries about

substance abuse, and related behaviors and consequences. Psycho- educational groups provide information designed to have a direct application to beneficiaries' lives; to instill self-awareness, suggest options for growth and change, identify community resources that can assist beneficiaries in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf.

XVI. DMC Claims and Reports

A. Contractor agrees to bill DBH for DMC- ODS services by submitting claims in accordance with Department of Health Care Service's DMC Provider Billing Manual.

B. Contractor agrees to provide DMC services and shall be responsible for verifying the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for DMC services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS DMC Provider Billing Manual. Options for verifying the eligibility of a Medi-Cal beneficiary are described in the Department of Health Care Services DMC Provider Billing Manual.

XVII. Training

A. DBH shall ensure the Contractor receives training on the DMC-ODS requirements, at least annually.

B. The Contractor agrees to be trained in the ASAM Criteria prior to providing services.

1. Contractor shall ensure that, at minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". A third module entitled, "Introduction to The ASAM Criteria" is recommended for Contractor participating in the Waiver.

2. Contractor agrees that all its residential service providers meet the established ASAM criteria for each level of residential care they provide and receive an ASAM Designation prior to providing DMC-ODS services.

XVIII. Requirements for Service

A. Perinatal Services

1. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

2. Perinatal services shall include:

a) Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792);

b) Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment);

c) Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and

d) Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

3. Medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy shall be maintained in the beneficiary record.

B. Narcotic Treatment Programs

Narcotic treatment programs services and regulatory requirements shall be provided in accordance with Title 9, Chapter 4.

C. Naltrexone Treatment Services

1. For each beneficiary, all of the following shall apply:

a) Confirm and document that the beneficiary meets all of the following conditions:

(1) Has a documented history of opiate addiction.

(2) Is at least 18 years of age.

(3) Has been opiate-free for a period of time to be determined by a physician based on the physician's clinical judgment. Administer a body specimen test to confirm the opiate free status of the beneficiary.

(4) Is not pregnant and is discharged from the treatment if she becomes pregnant.

(5) The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results; and

(6) The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone

D. Substance Use Disorder Medical Director

1. The substance use disorder medical director's responsibilities shall, at a minimum, include all of the following:

a) Ensure that medical care provided by physicians, registered nurse practitioners, and physician assistants meets the applicable standard of care.

b) Ensure that physicians do not delegate their duties to non- physician personnel.

c) Develop and implement medical policies and standards for contractor.

d) Ensure that physicians, registered nurse practitioners, and physician assistants follow contractor’s medical policies and standards.

e) Ensure that the medical decisions made by physicians are not influenced by fiscal considerations.

f) Ensure that provider's physicians and LPHAs are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries

g) Ensure that provider's physicians are adequately trained to perform other physician duties, as outlined in this section.

2. The substance use disorder medical director may delegate his/her responsibilities to a physician consistent with the contractor's medical policies and standards; however, the substance use disorder medical director shall remain responsible for ensuring all delegated duties are properly performed.

E. Provider Personnel

1. Contractor shall furnish such qualified professional personnel prescribed by Title 9 of the California Code of Regulations as are required for the types of services Contractor shall perform, which services are described in such Addenda as may be attached hereto and/or in all memos, letters, or instruction given by the Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder programs

2. Contractor shall obtain records from the Department of Justice of all convictions of persons offered employment or volunteers as specified in Penal Code Section 11105.3

3. Contractor agrees that clients have the right to be free from sexual harassment and sexual contact by all staff members and other professional affiliates

a) Contractor shall inform DBH within twenty-four (24) hours or next business day of any allegations of sexual harassment, physical abuse, etc., committed by Contractor's employees against clients served under this Contract. Contractor shall report incident as outlined in Notification of Unusual Occurrences or Incident/Injury Reports paragraph in the Administrative Procedures Article.

4. Personnel files shall be maintained on all employees and volunteers/interns and shall contain the following:

a) Application for employment and/or resume;

b) Signed employment confirmation statement/duty statement;

c) Job description;

d) Performance evaluations;

e) Health records/status as required by the provider, AOD Certification or Title 9;

f) Other personnel actions (e.g., commendations, discipline, status change, employment incidents and/or injuries);

g) Training documentation relative to substance use disorders and treatment;

h) Current registration, certification, intern status, or licensure;

i) Proof of continuing education required by licensing or certifying agency and program; and

j) Contractor's Code of Conduct signed annually and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well.

5. Job descriptions shall be developed, revised as needed, and approved by the Contractor's governing body. The job descriptions shall include:

a) Position title and classification;

b) Duties and responsibilities;

c) Lines of supervision; and

d) Education, training, work experience, and other qualifications for the position.

6. Written code of conduct for employees and volunteers/interns shall be established which addresses at least the following:

a) Use of drugs and/or alcohol;

b) Prohibition of social/business relationship with beneficiary's or their family members for personal gain;

c) Prohibition of sexual contact with beneficiary's;

d) Conflict of interest;

e) Providing services beyond scope;

f) Discrimination against beneficiary's or staff;

g) Verbally, physically, or sexually harassing, threatening, or abusing beneficiary's, family members or other staff;

h) Protection beneficiary confidentiality;

i) The elements found in the code of conduct(s) for the certifying organization(s) the program's counselors are certified under; and

j) Cooperate with complaint investigations.

7. If utilizing the services of volunteers and or interns, procedures shall be implemented which address:

a) Recruitment;

b) Screening; Selection;

c) Training and orientation;

d) Duties and assignments;

e) Scope of practice;

f) Supervision;

g) Evaluation; and

h) Protection of beneficiary confidentiality.

8. Written roles and responsibilities and a code of conduct for the medical director shall be clearly documented, signed and dated by a contractor representative and the physician.

F. Beneficiary Admission

1. Each contractor shall include in its policies, procedures, and practice, written admission and

readmission criteria for determining beneficiary's eligibility and the medical necessity for treatment. That are compatible with Department of Behavioral Health service priorities. These criteria shall include, at minimum:

a) DSM diagnosis;

b) Use of alcohol/drugs of abuse;

c) Physical health status; and

d) Documentation of social and psychological problems.

e) Be available to the public

2. If a potential beneficiary does not meet the admission criteria, the beneficiary shall be referred to an appropriate service provider.

3. If a beneficiary is admitted to treatment, the beneficiary shall sign a consent to treatment form.

4. The medical director or LPHA shall document the basis for the diagnosis in the beneficiary record.

5. All referrals made by contractor staff shall be documented in the beneficiary record.

6. Copies of the following documents shall be provided to the beneficiary upon admission:

a) Share of cost if applicable, notification of DMC funding accepted as payment in full, and consent to treatment.

7. Copies of the following shall be provided to the beneficiary or posted in a prominent place accessible to all beneficiaries:

a) A statement of nondiscrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay;

b) Complaint process and grievance procedures;

c) Appeal process for involuntary discharge; and

d) Program rules and expectations.

8. Where drug screening by urinalysis is deemed medically appropriate the program shall:

a) Establish procedures which protect against the falsification and/or contamination of any urine sample; and

b) Document urinalysis results in the beneficiary's file.

G. Assessment

1. Contractor shall assure a counselor or LPHA completes a personal, medical, and substance use history for each beneficiary upon admission to treatment.

Assessment for all beneficiaries shall include at a minimum:

a) Drug/Alcohol use history

b) Medical history

c) Family history

d) Psychiatric/psychological history

e) Social/recreational history

f) Financial status/history

g) Educational history

h) Employment history

i) Criminal history, legal status

j) Previous SUD treatment history

k) The medical director or LPHA shall review each beneficiary's personal, medical and substance use history if completed by a counselor.

H. Beneficiary Record

1. In addition to the requirements of 22 CCR § 51476(a), contractor shall:

a) Establish, maintain, and update as necessary, an individual beneficiary record for each beneficiary admitted to treatment and receiving services.

b) Each beneficiary's individual beneficiary record shall include documentation of personal information.

c) Documentation of personal information shall include all of the following:

(1) Information specifying the beneficiary's identifier (i.e., name, number).

(2) Date of beneficiary's birth, the beneficiary's sex, race and/or ethnic background, beneficiary's address and telephone number, beneficiary's next of kin or emergency contact.

2. Documentation of treatment episode information shall include documentation of all activities, services, sessions, and assessments, including but not limited to all of the following:

a) Intake and admission data, including, if applicable, a physical examination

b) Treatment plans

c) Progress notes

d) Continuing services justifications

e) Laboratory test orders and results

f) Referrals

g) Counseling notes

h) Discharge plan

i) Discharge summary

j) DBH authorizations for Residential Services

k) Any other information relating to the treatment services rendered to the beneficiary

I. Medical Necessity and Diagnosis Requirements

1. The medical director or LPHA shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish a beneficiary meets medical necessity criteria.

2. The medical director or LPHA shall document separately from the treatment plan the basis for the diagnosis in the beneficiary's record within 30 calendar days of each beneficiary's admission to treatment date.

3. The Medical Director or LPHA shall type or legibly print their name, and sign and date the diagnosis documentation.

J. Physical Examination Requirements

1. If a beneficiary had a physical examination within the twelve month period prior to the beneficiary's admission to treatment date, the physician or registered nurse practitioner or physician's assistant (physician extenders) shall review documentation of the beneficiary's most recent physical examination within 30 calendar days of the beneficiary's admission to treatment date.

   a) If a contractor is unable to obtain documentation of a beneficiary's most recent physical examination, the contractor shall describe the efforts made to obtain this documentation in the beneficiary's individual patient record.

2. As an alternative to complying with paragraph (i) above or in addition to complying with paragraph (i) above, the physician or physician extender may perform a physical examination of the beneficiary within 30 calendar days of the beneficiary's admission to treatment date.

3. If the physician or a physician extender, has not reviewed the documentation of the beneficiary's physical examination as provided for in paragraph (i), or the provider does not perform a physical examination of the beneficiary as provided for in paragraph (ii), then the LPHA or counselor shall include in the beneficiary's initial and updated treatment plans the goal of obtaining a physical examination, until this goal has been met.

K. Treatment Plan

1. For each beneficiary admitted to treatment services, the LPHA or counselor shall prepare an individualized written initial treatment plan, based upon the information obtained in the intake and assessment process.

   a) The LPHA or counselor shall attempt to engage the beneficiary to meaningfully participate in the preparation of the initial treatment plan and updated treatment plans.

      The initial treatment plan and updated treatment plans shall include all of the following:
      (1) A statement of problems identified through the ASAM, other assessment tool(s) or intake documentation.

      (2) Goals to be reached which address each problem.

      (3) Action steps that will be taken by the provider and/or beneficiary to accomplish

identified goals.

(4) Target dates for the accomplishment of action steps and goals.

(5) A description of the services, including the type of counseling, to be provided and the frequency thereof.

(6) The assignment of a primary therapist or counselor.

(7) The beneficiary's diagnosis as documented by the Medical Director or LPHA.

(8) If a beneficiary has not had a physical examination within the 12-month period prior to the beneficiary's admission to treatment date, a goal that the beneficiary have a physical examination.

(9) If documentation of a beneficiary's physical examination, which was performed during the prior twelve months, indicates a beneficiary has a significant medical illness, a goal that the beneficiary obtain appropriate treatment for the illness.

b) Contractor shall ensure that the initial treatment plan meets all of the following requirements:

(1) The LPHA or counselor shall complete, type or legibly print their name, and sign and date the initial treatment plan within 30 calendar days of the admission to treatment date.

(2) The beneficiary shall review, approve, type or legibly print their name, sign and date the initial treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of the admission to treatment date.

If the beneficiary refuses to sign the treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate in treatment.

(3) If a counselor completes the initial treatment plan, the medical director or LPHA shall review the initial treatment plan to determine whether services are a medically necessary and appropriate for the beneficiary.

If the medical director or LPHA determines the services in the initial treatment plan are medically necessary, the medical director or LPHA shall type or legibly print their name, and sign and date the treatment plan within 15 calendar days of signature by the counselor.

2. Contractor shall ensure that the treatment plan is reviewed and updated as described below:

a) The LPHA or counselor shall complete, type or legibly print their name, sign and date the updated treatment plan no later than 90 calendar days after signing the initial treatment plan, and no later than every 90 calendar days thereafter, or when there is a change in treatment modality or significant event, whichever comes first.

b) The beneficiary shall review, approve, type or legibly print their name and, sign and date the updated treatment plan, indicating whether the beneficiary participated in preparation of the plan, within 30 calendar days of signature by the LPHA or counselor.

If the beneficiary refuses to sign the updated treatment plan, the provider shall document the reason for refusal and the provider's strategy to engage the beneficiary to participate

in treatment.

c) If a counselor completes the updated treatment plan, the medical director or LPHA shall review each updated treatment plan to determine whether continuing services are a medically necessary and appropriate for the beneficiary.

If the medical director or LPHA determines the services in the updated treatment plan are medically necessary, they shall type or legibly print their name and, sign and date the updated treatment plan, within 15 calendar days of signature by the counselor.

L. Sign-in Sheet

1. Establish and maintain a sign-in sheet for every group counseling session, which shall include all of the following:

a) The typed or legibly printed name and signature of the LPHA(s) and/or counselor(s) conducting the counseling session. By signing the sign-in sheet, the LPHA(s) and/or counselor(s) attest that the sign-in sheet is accurate and complete.

b) The date of the counseling session.

c) The topic of the counseling session.

d) The start and end time of the counseling session.

e) A typed or legibly printed list of the participants' names and the signature of each participant that attended the counseling session. The participants shall sign the sign-in sheet at the start of or during the counseling session.

M. Progress Notes

1. Progress notes shall be legible and completed as follows:

a) For outpatient services, Naltrexone treatment services, and recovery services, each individual and group session, the LPHA or counselor who conducted the counseling session or provided the service shall record a progress note for each beneficiary who participated in the counseling session or treatment service.

(1) The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the counseling session.

(2) Progress notes are individual narrative summaries and shall include all of the following:

i. The topic of the session or purpose of the service.

ii. A description of the beneficiary's progress on the treatment plan problems, goals, action steps, objectives, and/or referrals.

iii. Information on the beneficiary's attendance, including the date, start and end times of each individual and group counseling session or treatment service.

iv. Identify if services were provided in-person, by telephone, or by telehealth.

v. If services were provided in the community, identify the location and how the provider ensured confidentiality.

b) For intensive outpatient treatment and residential treatment services, the LPHA or

counselor shall record at a minimum one progress note, per calendar week, for each beneficiary participating in structured activities including counseling sessions or other treatment services.

(1) The LPHA or counselor shall type or legibly print their name, and sign and date progress notes within the following calendar week.

(2) Progress notes are individual narrative summaries and shall include all of the following:

i. A description of the beneficiary's progress on the treatment plan, problems, goals, action steps, objectives, and/or referrals.

ii. A record of the beneficiary's attendance at each counseling session including the date, start and end times and topic of the counseling session.

iii. Identify if services were provided in-person, by telephone, or by telehealth.

iv. If services were provided in the community, identify the location and how the provider ensured confidentiality.

c) For each beneficiary provided case management services, the LPHA or counselor who provided the treatment service shall record a progress note.

(1) The LPHA or counselor shall type or legibly print their name, and sign and date the progress note within seven calendar days of the case management service.

(2) Progress notes shall include all of the following:

i. Beneficiary’s name.

ii. The purpose of the service.

iii. A description of how the service relates to the beneficiary's treatment plan problems, goals, action steps, objectives, and/or referrals.

iv. Date, start and end times of each service.

v. Identify if services were provided in-person, by telephone, or by telehealth.

vi. If services were provided in the community, identify the location and how the provider ensured confidentiality.

d) For physician consultation services, additional medication assisted treatment, and withdrawal management, the medical director or LPHA working within their scope of practice who provided the treatment service shall record a progress note and keep in the beneficiary’s file.

(1) The medical director or LPHA shall type or legibly print their name, and sign and date the progress note within seven calendar days of the service.

(2) Progress notes shall include all of the following:

i. Beneficiary’s name.

ii. The purpose of the service.

iii. Date, start and end times of each service.

iv. Identify if services were provided face-to-face, by telephone or by telehealth.

N. Continuing Services

1. Continuing services shall be justified as shown below:

a) For case management, intensive outpatient treatment, Naltrexone treatment, and outpatient services:

(1) For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the LPHA or counselor shall review the beneficiary's progress and eligibility to continue to receive treatment services, and recommend whether the beneficiary should or should not continue to receive treatment services at the same level of care.

(2) For each beneficiary, no sooner than five months and no later than six months after the beneficiary's admission to treatment date or the date of completion of the most recent justification for continuing services, the medical director or LPHA shall determine medical necessity for continued services for the beneficiary. The determination of medical necessity shall be documented by the medical director or LPHA in the beneficiary's individual patient record and shall include documentation that all of the following have been considered:

i. The beneficiary's personal, medical and substance use history.

ii. Documentation of the beneficiary's most recent physical examination.

iii. The beneficiary's progress notes and treatment plan goals.

iv. The LPHA’s or counselor's recommendation pursuant to Paragraph (i) above.

v. The beneficiary's prognosis.

The medical director or LPHA shall type or legibly print their name, and sign and date the continuing services information when completed.

(3) If the medical director or LPHA determines that continuing treatment services for the beneficiary is not medically necessary, the provider shall discharge the beneficiary from treatment and arrange for the beneficiary to an appropriate level of treatment services.

2. Residential services length of stay shall be in accordance with Article III.H of this Agreement.

O. Discharge

1. Discharge of a beneficiary from treatment may occur on a voluntary or involuntary basis. For outpatient services, intensive outpatient services and residential services, in addition to the requirements of this subsection, an involuntary discharge is subject to the requirements set forth in Article II.G.2. Timely and Adequate Notice of Adverse Benefit.

2. An LPHA or counselor shall complete a discharge plan for each beneficiary, except for a beneficiary with whom the provider loses contact.

a) The discharge plan shall include, but not be limited to, all of the following:

(1) A description of each of the beneficiary's relapse triggers.

(2) A plan to assist the beneficiary to avoid relapse when confronted with each trigger.

(3) A support plan.

b) The discharge plan shall be prepared within 30 calendar days prior to the scheduled date of the last face-to-face treatment with the beneficiary.

(1) If a beneficiary is transferred to a higher or lower level of care based on ASAM criteria within the same DMC certified program, they are not required to be discharged unless there has been more than a 30 calendar day lapse in treatment services.

c) During the LPHA's or counselor's last face-to-face treatment with the beneficiary, the LPHA or counselor and the beneficiary shall type or legibly print their names, sign and date the discharge plan. A copy of the discharge plan shall be provided to the beneficiary and documented in the beneficiary record.

3. The LPHA or counselor shall complete a discharge summary, for any beneficiary with whom the provider lost contact, in accordance with all of the following requirements:

a) The LPHA or counselor shall complete the discharge summary within 30 calendar days of the date of the last face-to-face treatment contact with the beneficiary.

b) The discharge summary shall include all of the following:

(1) The duration of the beneficiary's treatment as determined by the dates of admission to and discharge from treatment.

(2) The reason for discharge.

(3) A narrative summary of the treatment episode.

(4) The beneficiary's prognosis.

P. Reimbursement of Documentation

1. If permitted by DBH, reimbursement of units of service for documentation activities shall be as follows:

a) The Medical Director, LPHA or counselor shall record their completion of progress notes, treatment plans, continuing services justification and discharge documentation that includes at a minimum the following:

(1) Name of beneficiary

(2) Date original treatment service was provided

(3) Date documentation of progress note, treatment plan, continuing services justification or discharge documentation was completed, which includes start and end time.

b) The medical director, LPHA or counselor shall type or legibly print their name, and sign and date the record within seven calendar days of the service requiring documentation.

XIX. References

A. The following references are hereby incorporated by reference into the DMC-ODS Waiver contract though they may not be physically attached to the contract:

1. Reference 1: DMC-ODS Special Terms and Conditions. Refer to pages 104-136 and 378-408 for the DMC-ODS system. (Updated June 1, 2017)

   http://www.dhcs.ca.gov/provgovpart/Documents/Medi-Cal2020STCs12-22-17.pdf

2. Reference 2: Drug and Alcohol Treatment Access Report (DATAR)

   http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx

3. Reference 3: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)

   http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx

4. Reference 4: Youth Treatment Guidelines

   http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guideli nes.pdf

5. Reference 5: Sobky v. Smoley, Judgment, Signed February 1, 1995

   http://www.dhcs.ca.gov/provgovpart/Documents/FMAB/Contract_Information/Doc_2K-2Lc/2a_Document_2A-Sobky_v._Smoley.tiff

6. Reference 6: Drug Medi-Cal Billing Manual

   http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.pdf

   a) Document 2L(a): Good Cause Certification (6065A)

      http://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065A_FORM.pdf

   b) Document 2L(b): Good Cause Certification (6065B)

      http://www.dhcs.ca.gov/formsandpubs/Documents/DHCS_6065B_FORM.pdf

   c) Document 2M(a): Drug Medi-Cal (DMC) Claim Submission Certification – County Contracted Provider

      http://www.dhcs.ca.gov/formsandpubs/forms/Documents/DHCS_100186_Form.pdf

7. Reference 7: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

   http://www.calregs.com

8. Reference 8: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

   http://www.calregs.com

9. Reference 9: CalOMS Treatment Data Collection Guide

http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf

10. Reference 10: CalOMS Treatment Data Compliance Standards

    http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Data_Cmpliance%20Standards%202014.pdf

11. Reference 11: Culturally and Linguistically Appropriate Services (CLAS) National Standards

    https://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15