



Request For Proposals

for

Substance Use Disorder and Recovery Services (SUDRS) Withdrawal Management and Residential Treatment Services

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Department of Behavioral Health**

**San Bernardino County
Department of Behavioral Health
Contracts Administration
303 East Vanderbilt Way
San Bernardino, CA 92415-0026**

RFP - DBH 23 – 22

ePro Document ID # DBHE24-ADS-5108

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I. INTRODUCTION

A. Purpose

San Bernardino County Department of Behavioral Health (DBH), which may also be referred to as the “County” or by the DBH Substance Use Disorder and Recovery Services (SUDRS), is seeking proposals from interested and qualified organizations and agencies to provide a proposed plan for the provision of Withdrawal Management and Residential Treatment services. This Request for Proposals (RFP) will be an ongoing procurement.

Withdrawal Management and Residential Treatment is a SUDRS program that provides services for residents of the County, who have been diagnosed with a substance use disorder and who have been determined to need treatment at the residential level. This may include youth (ages 13 through 17) and adults (ages 18 and over) of all genders.

B. Period of Contract

Specific services to be provided under this RFP are outlined under Section IV, Program Requirements. The Contract period will be for a five (5) year period beginning on January 1, 2024 through December 31, 2028. Currently, the projected allocation for this program is approximately \$17,346,064 annually or \$86,730,320 for the five (5) year period.

C. Proposal Conference

1. A proposal conference will be held via Webex on: **Wednesday, October 11, 2023 @ 10:00a.m. (local time)** at:

<https://sbcountybh.webex.com/sbcountybh/j.php?MTID=mf40ee4325442cbc342e55ed31392247a> or by going to www.webex.com, click “Join” and enter the following:

Meeting number: 2494 328 6337

Meeting password: PAqWbHJA347

Join by phone

Tap to call in from a mobile device (attendees only)

+1-415-655-0002 United States Toll

Global call-in numbers

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

D. Questions

Questions regarding the contents of this RFP must be submitted in writing on or **before 12 noon (local time) on Wednesday, October 18, 2023** and directed to the individual listed in **Section I, Paragraph E**, facsimiles and e-mails are acceptable. The subject line of the facsimile (fax) or e-mail must read: RFP DBH 23-22. All questions submitted timely and in writing will be answered and both the questions and answers will be posted in the County’s ePro system.

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 23-22
303 East Vanderbilt Way
San Bernardino, CA 92415-0026
Contact Person: Rebecca Lombard
Phone: (909) 383-3978
E-mail: Rebecca.Lombard@dbh.sbcounty.gov
Fax: (909) 890-0470

Fax number and e-mail address may be used to submit questions only. **Proposals will not be accepted by fax or 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 Wednesday, November 8, 2023. 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/bsa/view/login/login.xhtml>). 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 the San Bernardino County Electronic Procurement Network (ePro) <https://epro.sbcounty.gov/bsa/view/login/login.xhtml>. 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. PROPOSAL TIMELINE

RFP Release Date	Friday, September 29, 2023
Proposal Conference	Wednesday, October 11, 2023 @ 10:00a.m. (local time)
Deadline for Submission of Questions	Wednesday, October 18, 2023 by 12 noon (local time) **Questions may be submitted in writing prior to the Proposal Conference
Deadline for Submission of Proposals	Wednesday, November 8, 2023 by 4:00 p.m. (local time)
Tentative Start Date for Contract(s)	January 1, 2024

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

III. PROPOSAL CONDITIONS

A. All Proposers must:

1. Be a non-profit, for-profit organization or other legally constituted business entity.
2. Be a nonprofit corporation as required by the Substance Abuse Prevention and Treatment (SAPT) 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, if applicable.
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 24 months] 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 opening.

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

Proposals must comply with all of the terms of the RFP, and all applicable local, State, and Federal laws, codes, and regulations. 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:

- Do not affect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;

- Do not reflect a material change in the work; or
- 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. The decision to provide a waiver shall in no way modify or compromise the overall purpose of the submittal, nor excuse the Proposer from compliance with all requirements if awarded a Contract.

This RFP does not commit the County to award a contract. 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 the RFP

The County reserves the right to issue addenda or amendments to this RFP if the County considers that changes are necessary or additional information is needed. Addenda or amendments will be available in ePro after the Proposal 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. Submission of a Proposal indicates that the Proposer has read and understands the entire RFP, including all appendixes, attachments, exhibits, schedules, and addenda (as applicable) and that all concerns regarding the RFP have been resolved. **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. 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.

K. 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 § 6250). 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**. 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.

L. Clarification of Offers

1. The County may require the potential Proposer(s)/Contractor(s) selected to provide additional information or clarifications on any area contained in this RFP or which might be used to evaluate vendors. This may include cost, technical, or other clarifications needed to make a decision.
2. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. Termination of Awarded Contract

The Contract between the County and selected Proposer(s) will contain specific language which addresses the option of both the selected Proposer(s) or County to terminate the Contract without cause, termination for the convenience of the County, and termination for cause.

R. Priority Population

The populations to be served are residents of the County, to include youth (ages 13 through 17) and adults (ages 18 and over), of all genders who have been assessed or identified as having a substance use disorder and determined to require treatment at the residential level.

To meet the requirements of 45 CFR Section 96.131, Vendor(s)/Applicant(s) must acknowledge the priority population in the following order:

1. Pregnant injecting drug users;
2. Pregnant substance abusers;
3. Injecting drug users; and
4. All others.

S. 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.**

T. 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.

U. Campaign Contribution Disclosure (SB 1439)

Proposer has disclosed to the County through completion of Attachment Q – Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] after January 1, 2023. Proposer acknowledges that under Government Code section 84308, subdivision (e)(2), Proposer may not make a contribution of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of a contract pursuant to this Request for Proposal is pending, and for 12 months after a final decision is rendered by the County.

Campaign contributions include those made by any agent/person/entity on behalf of the Proposer or by a parent, subsidiary or otherwise related business entity of Proposer.

V. Final Authority

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

IV. PROGRAM REQUIREMENTS (SCOPE OF WORK)

A. Definitions (Program Specific)

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. The terms Proposal and Bid are used interchangeably throughout this document referring to the document interested proposer and/or agencies/organizations submit in response the RFP.
5. Wherever in this document and in any attachments hereto, the terms "Contract" and/or "Agreement" are used to describe the conditions and covenants incumbent upon the parties hereto, these terms are interchangeable.

6. The “State and/or applicable State agency” as referenced in this Contract may include the California 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 California Department of Public Health (CDPH), and the Office of Statewide Health Planning and Development (OSHPD).
7. American Society of Addiction Medicine (ASAM) – ASAM is 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 clients with addictions.
8. ASAM Criteria – The ASAM Criteria is a set of guidelines for placement, continued stay, and transfer/discharge of clients with substance use disorders and co-occurring conditions. The ASAM criteria provide separate placement criteria for adolescents and adults to create comprehensive and individualized treatment process. Adolescent and adult treatment processes are developed through a multidimensional client 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.
9. Assessment - Activities to evaluate or monitor the status of a client’s behavioral health and determine the appropriate level of care and course of treatment for that client. Assessments shall be conducted in accordance with applicable State and Federal laws, regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral’s participation is to focus on the treatment needs of the client.

Assessment services may include one or more of the following components:

- a. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.
 - b. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination and laboratory testing (e.g., body specimen screening) necessary for treatment and evaluation conducted by staff lawfully authorized to provide such services and/or order laboratory testing (laboratory testing is covered under the “Other laboratory and X-ray services” benefit of the California Medicaid State Plan).
 - c. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the client’s needs, planned interventions and to address and monitor a client’s progress and restoration of a client to their best possible functional level.
10. Care Coordination – Activities to provide coordination of SUD care, mental health care and medical care, and to support the client with linkages to services and supports

designed to restore the client to their best possible functional level. Care coordination can be provided in clinical or non-clinical settings (including the community) and can be provided face-to-face, by telehealth, or by telephone.

Care coordination includes one or more of the following components:

- a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.
 - b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.
 - c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.
11. Choosing Healthy Options to Instill Change and Empowerment (CHOICE) - Provides intensive outpatient mental health and/or substance use disorder services, known as co-occurring services, to qualifying probationers sentenced to probationary supervision under AB109 Public Safety Realignment directive.
 12. Client Education – Research-based education on addiction, treatment, recovery, and the effects on both their mental health and substance use patterns and associated health risks.
 13. Collaterals – Significant persons in the life of the client. Significant persons are individuals that have a personal, not official or professional, relationship with the client.
 14. Co-Occurring Capable – Treatment programs that address co-occurring mental health and substance use disorders in their policies and procedures, assessments, treatment and discharge planning are described as “co-occurring capable”. Such programs have arrangements in place for coordination and collaboration between addiction and mental health services. They also can provide medication monitoring, addiction, and psychological assessment and consultation either; on-site or through coordinated consultation with off-site providers. Program staff are able to address the interaction between mental and substance use disorders and their effect on the client’s readiness to change – as well as relapse and recovery environment issues – through individual and groups program content. The primary focus of co-occurring capable programs in addiction treatment settings is the treatment of substance use disorders. Within mental health settings, a co-occurring capable program’s primary focus is the treatment of mental health disorders.
 15. Co-Occurring Disorders – Concurrent substance use and mental health disorders. Use of the term carries no implication as to which disorder is primary and which is secondary, which disorder occurred first, or whether one disorder caused the other.

16. Criminal Justice Services – Specific services provided to the forensic population, which consists of non-violent offenders presenting with a chronic behavioral health condition and/or co-occurring disorder.
17. Crisis Intervention Services - Contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.
18. 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.
19. Community Supervised Treatment After Release (CSTAR) – Provides intensive care coordination, psychiatry, and co-occurring services to qualifying individuals with a history of criminal justice involvement and/or those with no formal probation supervision.
20. Department of Behavioral Health (DBH) – The Department of Behavioral Health (DBH), under state law, provides mental health and/or substance use disorder treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of 24-hour residential treatment, non-medical withdrawal management services, outpatient services, care coordination, recovery centers and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.
21. Documentation – Documentation standards for all programs include an individualized problem list and progress notes in the client's record that clearly reflect planned action steps and the client's response to therapeutic interventions for all disorders treated, as well as subsequent amendments to the list.
22. Diversion Opportunity for Outpatient Recovery Services (DOORS) – Provides mental health and supportive case management treatment services for participants in Mental Health Diversion (MHD) court who are found to meet specific criteria in accordance with Welfare and Institutions Code section 4361 and ordered by the Presiding Judge to MHD terms/conditions.
23. Evidence-Based Practices (EBPs) – Programs that have been shown to have positive outcomes through high quality research. An evidence-based program shall demonstrate the use of a minimum of two evidence-based practices.
24. Family Therapy - A rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the client's recovery as well as the holistic recovery of the family system. Family members can provide social support to the client and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the client is not present during the delivery of this service, but the service is for the direct benefit of the client.

25. Forensic Population – Non-violent offenders presenting with a chronic behavioral health condition and/or co-occurring disorder. The forensic population may be enrolled in the following DBH programs; CHOICE, DOORS, RISES, CSTAR, and STAR.
26. Group Counseling – Contacts in which one or more therapists or counselors treat two or more clients at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

Note: A client that is 17 years of age or younger shall not participate in group counseling with participants who are 18 years of age or older. However, a client who is 17 years of age or younger may participate in group counselling with participants who are 18 years of age or older when the counselling is at a provider’s certified school site.
27. Incidental Medical Services (IMS) - IMS are services provided at a licensed residential facility by a health care practitioner that address medical issues associated with either withdrawal management (detoxification) or the provision of substance use disorder recovery or treatment services to assist in the enhancement of treatment services. IMS does not include the provision of general primary medical care. IMS must be related to the client’s process of moving into long-term recovery. The following six categories of IMS services may be provided after receiving approval from DHCS:
 - a. Obtaining medical histories.
 - b. Monitoring health status to determine whether the health status warrants transfer of the client in order to receive urgent or emergent care.
 - c. Testing associated with detoxification from alcohol or drugs.
 - d. Providing alcoholism or drug abuse recovery or treatment services.
 - e. Overseeing client self-administered medications.
 - f. Treating substance abuse disorders, including withdrawal management (detoxification).
28. Individual Counseling Session – A face-to-face meeting with a therapist or counselor with one (1) individual. Individual counseling sessions are for treatment and shall be claimed using fifteen (15) minute increments. One session may include multiple units of service. Time spent documenting shall not be included within the individual counseling session.
29. Initial Assessment – Process of determining that a client meets medical necessity criteria and is admitted into a substance use disorder treatment program. The initial assessment includes the evaluation or analysis of substance use disorders; the diagnosis of substance use disorders; and the assessment of treatment needs to provide medically necessary services. The initial assessment may include a physical examination and laboratory testing necessary for substance use disorder treatment.
30. Licensed Practitioner of the Healing Arts (LPHA) – Includes Physicians, Nurse Practitioners, Physician Assistants, Registered Nurses, Registered Pharmacists, Licensed Clinical Psychologist (LPC), 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.

31. Medical Necessity

For individuals 21 years of age or older, a service is “medically necessary” or a “medical necessity” when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain. (W&I Section 14059.5(a))

For individuals under 21 years of age, a service is “medically necessary” or a “medical necessity” if the service is necessary to correct or ameliorate screened health conditions. (W&I Section 14059.5(b)(1))

Beneficiaries 21 years of age and older must meet one of the following criteria: 1) Have at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non Substance-Related Disorders; OR 2) Have had at least one diagnosis from the current DSM for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance Related Disorders, prior to being incarcerated or during incarceration, as determined by substance use history.

Beneficiaries under the age of 21: Covered services shall include all medically necessary SUD services for individuals under 21 years of age as required pursuant to Section 1396d(r) of Title 42 of the United States Code. Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct and ameliorate health conditions, regardless of whether those services are covered in the state’s Medicaid State Plan. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a mental health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or a SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

32. Medication Services - prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

33. Medications for Addiction Treatment (also known as medication assisted treatment) for Alcohol Use Disorders (MAT for AUD) and Non-Opioid Substance Use Disorders (SUD) – Includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs. MAT for AUD and other non-opioid SUDs may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of all levels of care.

34. Medications for Addiction Treatment (also known as medication assisted treatment) for Opioid Use Disorders (MAT for OUD) – Includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products

licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders. MAT for OUD may be provided in clinical or non-clinical settings and can be delivered as a standalone service or as a service delivered as part of all levels of care.

35. Mental Health Diversion (MHD) – A legal process in accordance with Welfare and Institutions Code section 4361, Assembly Bill 1810 (AB 1810), and Penal Code section 1001.36 that offers defendants living with mental illness a diversion opportunity to participate in court-supervised, community-based treatment for up to two (2) years in lieu of criminal justice sanctions with the potential for dropped criminal charges upon completion of the MHD treatment program.
36. Observation - The process of monitoring the patient's course of withdrawal. Observation is conducted at the frequency required by applicable state and federal laws, regulations, and standards. This may include but is not limited to observation of the patient's health status.
37. Perinatal – Women who are either:
 - a. Pregnant and 365-day post-partum substance mis-using; or
 - b. Parenting and substance mis-using, with a child(ren) from birth through ten (10) years of age. (Parenting also includes a woman who is attempting to regain legal custody of her child(ren))
 - c. Women with substance exposed infants
38. Problem List – An individualized list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnoses evaluation, crisis, encounters, or other types of service encounters and updated on an ongoing basis to reflect the current presentation of the client
39. Program – The Proposer's, Contractor's or Vendor's/Applicant's overall services described in this RFP; including but not limited to; the operations, facility, equipment, staff and methodology and modality, etc.
40. Progress Notes – A written narrative of a client encounter, which provides sufficient detail to support the service code selected for the service type as indicated by the service code description.
41. Recovery Services – Recovery services emphasize the client'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 the client.
42. Residential Treatment (ASAM Level 3 programs) – Offer organized treatment services that feature a planned and structured regimen of care in a 24-hour residential setting. Treatment services adhere to defined policies, procedures and clinical protocols. They are housed in or affiliated with, permanent facilities where clients can reside safely. (One of the purposes of these programs is to demonstrate aspects of a positive recovery environment.) They are staffed 24 hours a day. All level 3 programs serve individuals who because of specific functional limitations, need safe stable living environments and 24-hour care.

- a. **ASAM Level 3.1 – Clinically Managed Low-Intensity Residential Services:** Level 3.1 programs offer at least five (5) hours per week of low-intensity treatment of substance-related disorders. Treatment is characterized by services such as individual, group and family therapy; medication management; and psychoeducation. These services facilitate the application of recovery skills, relapse prevention, and emotional coping strategies. They promote personal responsibility and reintegration of the individual into the network systems of work, education and family life. Mutual/self-help meetings are available on-site, or easily accessible in the local community. When clinical services and recovery residence components are provided together, Level 3.1 programs often are considered appropriate for individuals who need time and structure to practice and integrate their recovery and coping skills in a residential, supportive environment.
- b. **ASAM Level 3.3 – Clinically Managed Population Specific High-Intensity Residential Services:** Level 3.3 programs provide a structured recovery environment in combination with high-intensity clinical services provided in a manner to meet the functional limitations of clients to support recovery from substance-related disorders. For the typical client in a level 3.3 program, the effects of the substance use disorder or a co-occurring disorder resulting in cognitive impairment on the client's life are so significant, and the resulting level of impairment so great that outpatient motivational and/or relapse prevention strategies are not feasible or effective. Similarly, the client's cognitive limitations make it unlikely that he or she could benefit from other levels of care. The functional limitations seen in individuals who are appropriately placed at Level 3.3 are primarily cognitive and can be temporary or permanent. They may result in problems in interpersonal relationships, emotional coping skills or comprehension.
- Note: Adolescent-specific considerations are not included in level 3.3 programming because the types of programs described in Level 3.5 encompass the range of settings in which adolescent treatment is provided, and the distinction between Level 3.3 and Level 3.5 does not have sufficient specificity in adolescent treatment to merit the added complexity of adolescent-specific considerations.
- c. **ASAM Level 3.5 – Clinically Managed High-Intensity Residential Services (Adults) and Clinically Managed Medium-Intensity Residential Services (Youth):** Level 3.5 programs are designed to serve clients who, because of specific functional limitations, need safe and stable living environments in order to develop and/or demonstrate sufficient recovery skills so that they do not immediately relapse or continue to use in an imminently dangerous manner upon transfer to a less intensive level of care. Clients are required to have a minimum of twenty (20) hours per week of individual or group sessions and/or structured therapeutic activities. Of these minimum twenty (20) hours, ten (10) hours, are required to be clinical services designed to meet the treatment goals and objectives of the patient. Level 3.5 assists clients whose substance use disorder is currently so out of control that they need a supportive treatment environment to initiate or continue a recovery process that has failed to progress. Their multidimensional needs are of such severity that they cannot safely be treated in

less intensive levels of care. Many clients treated in Level 3.5 have significant social and psychological problems. For these clients, Level 3.5 programs are characterized by their reliance on the treatment community as a therapeutic agent. The goals of treatment in these programs are to promote abstinence from substance use, arrest other addictive and antisocial behaviors and effect change in client's lifestyles, attitudes and values.

43. Re-Integrative Supportive Engagement Services (RISES) – a re-entry program which assesses incarcerated consumers in county jails for community reintegration purposes and facilitates linkage to community services. Consumers are referred while still incarcerated and pending release from jail.
44. Services – Mental health or substance use disorder and recovery treatment services that include prevention, care coordination, therapy, and medication support activities. “Services” contracted through other departments or community-based organizations deem the organization a “service provider”.
45. Substance Use Disorder (SUD) – Substance Use Disorder 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. Substance Use Disorder 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.
46. 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.
47. Supervised Treatment After Release (STAR) – Provides intensive care coordination, day rehabilitation, psychiatry and co-occurring services to mental health court clients.
48. Therapeutic Alliance Program (TAP) – DBH Mental Health Program staff assigned to simultaneously provide mental health services to participants in the contract's adult 90-day social rehabilitation residential treatment program. Mental health services are designed to be provided to those who have a co-occurring mental health and substance use disorder.
49. Withdrawal Management (WM) (Detoxification) – Set of interventions aimed at managing acute intoxication and withdrawal. It denotes a clearing of toxins from the body of the client who is acutely intoxicated and/or dependent on substances of abuse. Withdrawal Management seeks to minimize the physical harm caused by the abuse of substances.
 - a. **ASAM Level 3.2-WM Residential/Inpatient Withdrawal Management:** Clinically Managed Residential Withdrawal Management. This level is an organized service that may be delivered by appropriately trained staff who provide 24-hour supervision, observation, and support for clients who are intoxicated or experiencing withdrawal.

50. Unit of Service refers to:

- a. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a client 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 substance use disorders per visit or in 15-minute increments.
- c. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and Chapter 4 commencing with 9 CCR § 100000.
- d. For physician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.
- e. For residential services, providing 24-hour daily service, per client, per bed rate.
- f. For withdrawal management per client per visit/daily unit of service.
- g. For substance use disorder treatment services, a unit of service includes 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 Contractor's code of the unit of service.

B. Background (Program Specific)

The San Bernardino County Department of Behavioral Health, Substance Use Disorder and Recovery Services (DBH - SUDRS) provides Drug Medi-Cal Organized Delivery System (DMC-ODS) services through a coordinated network of substance use disorder prevention, treatment and recovery services which are provided through Contractors and County clinics. Each Contractor agrees that every effort shall be made to make accessible all programs and DMC-ODS services available through the coordinated network including its various levels of care: Prevention, Early Intervention, Adult/Youth/Perinatal Residential Treatment, Withdrawal Management (detoxification), Recovery Services, Outpatient, Intensive Outpatient, and Narcotic Treatment Programs.

Residential Treatment services are designed for clients who meet the ASAM Criteria for Residential Treatment ASAM Level 3. Residential Treatment is a non-institutional, 24-hour non-medical, short-term residential program of any size that provides rehabilitation services to clients with a substance use disorder diagnosis when determined by a Medical Director or Licensed Practitioner of the Healing Arts (LPHA) as medically necessary and in accordance with an individualized problem list and planned action steps. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria.

Withdrawal Management (Level 3.2 WM in ASAM) services are provided in a continuum of WM services as per the ASAM Criteria when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized client plan.

Recovery Services are services designed to support and/or enhance recovery. These can include outpatient counseling, recovery monitoring, education and job skills and ancillary services, among others.

Residential, Withdrawal Management, and Recovery Services are provided to non-perinatal and perinatal beneficiaries.

Proposer(s) shall indicate which age range(s), service(s) and level(s) they are proposing on Attachment C – Statements of Certification, number 1. The options are:

Age Range:

- Youth (Aged 17 and under)
- Adult (Aged 18 and older)
- Therapeutic Alliance Program (TAP) (*Check box if interested in accepting clients participating in the Therapeutic Alliance Program- Optional*)
- Both Youth and Adult

Services and Level:

- Residential Treatment (Level 3.1, Level 3.3, Level 3.5)
- Withdrawal Management (Level 3.2 WM)
- Perinatal Residential Treatment (Level 3.1, Level 3.3, Level 3.5) (*Services provided incorporate and follow Perinatal Practice Guidelines*)
- Adults (male or female) with Children Residential Treatment
- Recovery Services (*Must be combined with one or more of the options above*)

Organizations responding to this solicitation for services must be able to present and describe their ability to provide the services in which they are proposing as indicated above.

C. Program Description (Program Specific)

1. Program Objective

In the residential treatment environment, an individual's functional cognitive deficits may require treatment that is primarily slower paced, more concrete and repetitive in nature. The daily regimen and structured patterns of activities are intended to restore cognitive functioning and build behavioral patterns within a community. Each client 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. Providers and residents work collaboratively to define barriers, set priorities, establish goals, create a problem list with planned action steps, and solve problems. Goals include sustaining abstinence, preparing for relapse triggers, improving personal health and social functioning, and engaging in continuing care. In clients with co-occurring conditions, goals should include the treatment of mental health disorders.

Each client shall reside at the facility if receiving a residential service and will be monitored during the detoxification process (Withdrawal Management). Medically necessary facilitative and rehabilitative services are provided in accordance with an individualized problem list and planned action steps prescribed by a licensed physician or licensed prescriber and, approved and authorized according to the state of California requirements.

Providers may coordinate with clients during and after treatment to offer recovery services, as applicable, to assist in a transition to self-sufficiency after residential treatment. Goals include a decrease in symptoms in clients who have been triggered or have relapsed and/or client development of skills to deter triggers.

2. Description of Services to be Provided

The County is seeking proposals for all regions of San Bernardino County:

- a. East Valley/San Bernardino Metropolitan Region: Includes the communities of San Bernardino, Redlands, Loma Linda, Muscoy, Highland, East Highland, Bryn Mawr, and Yucaipa.
- b. West Valley Region: Includes the communities of Rancho Cucamonga, Montclair, Upland, Ontario and Chino.
- c. Central Valley Region: Includes the communities of Colton, Grand Terrace, Bloomington, Rialto and Fontana.
- d. Desert/Mountain Region: Includes the communities of Barstow, Victor Valley (Victorville, Hesperia, Apple Valley, Phelan, and Adelanto), Morongo Basin, Yucca Valley, Joshua Tree, 29 Palms, Needles, Trona, Big Bear, Rim of the World, Crestline, Lake Arrowhead and surrounding communities.

The components of Residential Treatment services include:

- a. Assessment
- b. Care Coordination
- c. Counseling (individual and group)
- d. Family Therapy
- e. Medication Services
- f. Medications for Addiction Treatment (also known as medication assisted treatment) for Alcohol Use Disorders (MAT for AUD) and other Non-Opioid Substance Use Disorders (SUDs)
- g. Medications for Addiction Treatment (also known as medication assisted treatment) for Opioid Use Disorders (MAT for OUD)
- h. Client Education
- i. Recovery Services
- j. Crisis Intervention Services
- k. Perinatal-specific services, including mother/child habilitative and rehabilitative services, such as:
 - i. parenting skills and training in child development;
 - ii. access to services, such as arrangement for transportation;

- iii. education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
 - iv. coordination of ancillary services, such as medical/dental, education, social services, and community services.
- I. Youth-specific services
- i. coordination of education services while the youth is in residential treatment in accordance with state laws for education and/or special education;
 - ii. time and support to keep up with schoolwork; and
 - iii. coordination with the youth and family to reintegrate the youth into school or into educational or vocational training services appropriate for their needs.
- m. Forensic-specific services
- i. coordination with other stakeholders involved with each individual consumer, including family members, the Courts, Probation Officers, Social Service Staff, employers, and others.
 - ii. provide progress report submissions to the court client is assigned to.
 - iii. ongoing collaboration with forensic treatment teams while clients are in proposer(s) care, which includes attendance of weekly meetings.

The components of Withdrawal Management services are:

- a. Assessment
- b. Care Coordination
- c. Medication Services
- d. Medications for Addiction Treatment (also known as medication assisted treatment) for Opioid Use Disorders (MAT for OUD)
- e. Medications for Addiction Treatment (also known as medication assisted treatment) for Alcohol Use Disorders (MAT for AUD) and other Non-Opioid Substance Use Disorders (SUDs)
- f. Observation
- g. Recovery Services

The components of Recovery Services are:

- a. Assessment
- b. Care Coordination
- c. Counseling (individual and group)
- d. Family Therapy
- e. Recovery Monitoring, which includes recovery coaching and monitoring designed for the maximum reduction of the client's SUD

- f. Relapse Prevention, which includes interventions designed to teach clients with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the client's SUD

All Clinically Managed Residential Withdrawal Management programs should have personnel who are familiar with the features of substance use withdrawal, have training in basic First Aid and CPR, and have access to emergency medical systems that can provide transportation to emergency departments.

All Residential Treatment and/or Withdrawal Management shall be Co-Occurring Capable and prepare an individualized written problem list and planned action steps for each client receiving services, based upon information obtained during the assessment process. The individualized problem list will be completed upon initial assessment and then updated on an ongoing basis to reflect the current presentation of the client.

All Residential Treatment services shall receive prior authorization from the County. San Bernardino County Screening Assessment and Referral Center (SARC) will screen and provide prior authorization for Residential Treatment services.

Priority admission for all women in perinatal funded services must be given in the following order:

- a. Pregnant injection drug users;
- b. Pregnant substance users;
- c. Parenting injection drug users;
- d. Parenting substance users.

3. Program Requirements

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

At a minimum, Proposer(s) shall include the target population(s), region(s) and number of unduplicated clients they propose to serve, procedures, protocols and policies for both Residential Co-Occurring Capable Treatment and Withdrawal Management services including but not limited to: operations, facility, screening/assessment/admission procedures, and placement in the appropriate ASAM level of care, treatment methodology and treatment modality procedures, client care coordination, client linkages, staffing, etc., as further described below. Proposer(s) should describe in detail their program plan.

At a minimum, the Proposer shall include:

- a. Operation Guidelines:
 - i. Proposer(s) shall complete and submit with their proposal the SUDRS Provider Information Report (Attachment P) and supply any supporting documents indicated in the SUDRS Provider Information Report.

- ii. Proposer(s) shall deliver SUD treatment services that conform to and follow applicable regulations and any regulations that govern specific funding to be utilized in the provision of services, such as but not limited to:
 - 1) [Drug Medi-Cal Organized Delivery System](#)
 - 2) [Substance Abuse Prevention and Treatment Block Grant \(SABG\) Policy Manual](#)
 - 3) [Minimum Quality Drug Treatment Standards for SABG](#)
 - 4) [Alcohol and/or Other Drug Program Certification Standards](#)
 - 5) [Adolescent Substance Use Disorder Best Practices Guide](#)
 - 6) [Perinatal Practice Guidelines](#)
- iii. Proposer(s) shall complete a needs assessment to determine the SUD needs, demographic make-up and population trends of the proposed service area(s) to identify the need for SUD services, and the cultural and linguistic needs of the target population(s). Such assessments are critical to designing and planning for the provision of appropriate and effective services.
- iv. Proposer(s) shall assist clients who are not actively receiving Medi-Cal in applying for this benefit.
- v. Proposer(s) shall provide services to San Bernardino County residents who have San Bernardino County Medi-Cal (County of Responsibility Code: 36). Clients seeking services with any other County Code for Medi-Cal eligibility shall be referred to their County of responsibility.
 - 1) For clients who indicate they have permanently moved to San Bernardino County (as their Medi-Cal is indicating a different county), assist the client in contacting the Social Services Department in their former county of residence and with a request to transfer their Medi-Cal case to San Bernardino County. Efforts made to transition the clients Medi-Cal shall be clearly documented in the client's file.
 - 2) Clients who have permanently moved to San Bernardino County and have already initiated the transfer process (showing County of Residence Code: 36) may receive services in San Bernardino County while the Medi-Cal transfer process is being completed.
- vi. Proposer(s) shall verify Medi-Cal eligibility for all clients each month the client is enrolled in the program. Documentation of monthly Medi-Cal eligibility shall be kept on file in the client's chart.
- vii. Selected Proposer(s) shall provide Co-Occurring Capable Residential Treatment services for adult clients, pregnant women, adult clients with child(ren), and/or youth and can include individuals receiving concurrent services through other DBH programs such as TAP, CHOICE, DOORS, RISES, STAR, and CSTAR. Clients will be assessed and determined they require this level of care based on ASAM criteria that provides; food, shelter

and recovery services on a twenty-four (24) hour basis. A stay in Residential Treatment must be authorized by the County and be deemed medically necessary.

- 1) The initial medical necessity determination shall be performed through a face-to-face review or telehealth by a Medical Director, licensed physician, or LPHA. After establishing a diagnosis, the ASAM Criteria will be applied to determine placement into the level of assessed services.
 - 2) Residential services are provided in a Department of Health Care Services (DHCS) or, for youth, California Department of Social Services (CDSS), licensed residential facility that also has DMC certification.
 - 3) Residential Treatment facilities must also have a DHCS Level of Care (LOC) designation or ASAM LOC Certification as required by DHCS.
 - 4) Residential services can be provided in facilities of any size.
 - 5) The duration of treatment shall be determined based on medical necessity.
 - 6) Perinatal Residential Treatment services are to be provided at a site certified and/or licensed by DHCS as a certified perinatal and substance use disorder treatment facility and is currently Drug Medical Certified.
- viii. Selected Proposer(s) shall provide twenty-four (24) hour staff supervision of all adult clients, adult(s) with child(ren), and youth.
- ix. Selected Proposer(s) shall provide Co-Occurring Capable Residential Treatment services.
- x. Selected Proposer(s) may provide Recovery Services.
- xi. Selected Proposer(s) shall provide semi-private rooms for each adult client and their child(ren), as applicable. Adult clients with children up to age six (6) shall be provided sleeping quarters separate from adult clients without children. Child(ren) ages seven (7) through twelve (12) shall obtain prior written approval from the DBH Program Manager/designee. At no time shall a child(ren) be co-mingled with non-related adult clients, other than with other adult clients with child(ren).
- xii. Selected Proposer(s) shall assure school-aged child(ren) in residence with an adult client have access to educational services as required by law.
- xiii. Childcare services shall be provided for child(ren) ages six (6) and younger for clients who are receiving Residential Treatment. With prior written approval from the DBH Program Manager/designee, child(ren) ages seven (7) through twelve (12) can be considered.

- xiv. Selected Proposer(s) shall provide three (3) nutritionally complete meals per day for each adult, youth, and adult(s) with their child(ren), as applicable. (All food handling, storage and meal preparations shall meet the California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – section 10573.)
- xv. Selected Proposer(s) shall maintain sufficient staff and volunteers with adequate knowledge, skills and ability; available during operating hours to maintain full-service, twenty-four (24) hour operations.
- xvi. Adult clients shall be trained and instructed in the facilities emergency procedures.
- xvii. Transportation shall be provided to community resources not available within the program. Provision of or arrangement for transportation shall be provided to and from medically necessary treatment. This includes transportation to ensure clients and their child(ren) have access to treatment services, primary medical care, and to obtain employment. Only drivers licensed for the type of vehicle operated shall be permitted to transport adult clients and child(ren). Manufacturers rated seating capacity of vehicles shall not be exceeded and child safety seats shall be utilized when transporting children if required by California Motor Vehicle code. Motor vehicles used to transport clients and child(ren) shall be maintained in safe operating condition.

Perinatal Specific Transportation:

Proposer must provide or arrange for transportation to ensure that pregnant and parenting women, and their children, have access to the following services:

- 1) Primary medical care, including prenatal care;
- 2) Primary pediatric care, including immunizations;
- 3) Gender-specific treatment; and
- 4) Therapeutic interventions for children.

Forensic-specific Transportation:

Proposer must provide transportation to court appearances, community resources, medical services, and outpatient programs based on individual needs.

- xviii. Selected Proposer(s) shall maintain all Federal, State and locally required permits, licenses, clearances and certifications necessary for operation and follow all regulations related to the delivery of services. Resources to this information (not all inclusive):
 - 1) State of California Health and Human Services Agency Department of Health Care Services Substance Use Disorder Compliance Division – Initial Treatment Provider Application

[http://www.dhcs.ca.gov/Documents/DHCS_6002 -
Initial Provider Application 6.29.16.pdf](http://www.dhcs.ca.gov/Documents/DHCS_6002_-_Initial_Provider_Application_6.29.16.pdf)

- 2) Title 22 section 51341.1 Drug Medi-Cal Substance Use Disorder Services
 - 3) California Code of Regulations (CCR) Title 9, Division 4, Chapter 5 – Licensure of Residential Alcoholism or Drug Abuse Recovery or Treatment Facilities
 - 4) CCR Title 9, Division 4, Chapter 8 - Counselor Certification Regulations
 - 5) Drug Medi-Cal Certification Standards for Substance Abuse Clinics Effective July 2004:
 - 6) Drug Medi-Cal Application: www.dhcs.ca.gov.
- xix. Perinatal-specific:
- Selected Proposer(s) shall provide for a woman-only, gender specific, environment with evidence-based substance use disorder treatment and other therapeutic interventions for women which may address issues of relationships, sexual and physical abuse, parenting and childcare while women are receiving services.
- Selected Proposer(s) shall provide or arrange for therapeutic interventions for children in the custody of women in treatment which may, among other things, address the child(ren)'s developmental needs and their issues of sexual abuse, physical abuse and neglect.
- xx. Youth/Adolescent-specific:
- Proposer(s) shall coordinate with residential treatment staff and education services to reintegrate the youth into school/educational/vocational training in accordance with state laws as well as provide time and support for the youth to keep up with schoolwork.
- xxi. Forensic-specific:
- Proposer(s) shall provide progress report submissions for MHD population to the MHD courts.
- Proposer(s) shall allow Probation Officers access to speak and/or visit with clients as required.
- Proposer(s) shall provide consistent feedback and communication to Forensic Services programs on client progress in order to complete necessary status updates to justice partners involved in the case.
- xxii. Proposals should indicate what type of permits, licenses, clearances, etc. have been obtained or will be obtained if Proposer(s) is/are awarded a contract.

xxiii. Provide a proposed schedule of group treatment sessions.

b. Facility Requirements:

The facility utilized for Residential Treatment and Withdrawal Management is an integral component of the proposed services. Floor Plans, pictures, maps or any other items that will assist the Proposer(s) in describing the facility in detail are encouraged to be provided with the proposal.

- i. Selected Proposer(s) shall provide all facilities, facility management, supplies and other resources necessary to establish and operate the program.
- ii. Selected Proposer(s) shall provide prior proper notification to DBH if the facility location will change.
- iii. Selected Proposer(s) shall have sufficient space for services (Residential Treatment and Withdrawal Management), activities, staff and administrative offices. Selected Proposer(s) shall have indoor and outdoor activity space for clients according to program goals and objectives.
- iv. Selected Proposer(s) shall have living, sleeping, bathing and toiletry areas enclosed by permanent walls, floors, ceilings and doors.
- v. Selected Proposer(s) shall provide clean semi-private rooms for each adult client and their child(ren), if applicable. Adult clients with children shall be provided separate sleeping quarters from adult clients without children.
- vi. Semi-private rooms and/or sleeping quarters shall be clean, in good repair, safe for adult clients and any child(ren) residing at the facility with their parent. Each adult client, youth client and adult client with child(ren) shall be provided with a safe, clean, healthful environment.
- vii. Where female and male clients are housed in the same Program, the Selected Proposer(s) shall ensure minimal personal security and privacy which shall include, but not be limited to the following:
 - 1) Separate and adequate toilet, hand washing, and bathing facilities for females and males and these shall be in proximity of designated sleeping areas
 - 2) Separate and adequate sleeping areas for females and males. Such areas shall be enclosed by permanent walls which extend from the floor to the ceiling and have a permanent door.
- viii. For Withdrawal Management, the Selected Proposer(s) shall have the ability and space to have the Withdrawal Management area separate from the Residential sleeping quarters. The Withdrawal Management beds shall be located in such a fashion that staff may easily observe them.
- ix. Selected Proposer(s) shall have designated buildings, and/or rooms, and/or space for treatment services.

- x. Facility fixtures, furniture, equipment and supplies shall meet the standards as listed in the Department of Alcohol and Drug Programs, California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – Section 10584).
 - xi. Selected Proposer(s) shall obtain and/or maintain a facility location that will be appropriate and accessible for the selected service regions, readily accessible by public transportation, be easily accessible to community services, educational resources, health care facilities, and employment opportunities, and shall be in compliance with Americans with Disabilities Act (ADA) and California State Administration Code Title 24.
 - xii. Selected Proposer(s) shall be Drug Medi-Cal Certified and have a DHCS Level of Care Designation and/or an ASAM Level of Care Certification from The American Society of Addiction Medicine that indicates the proposer(s) is capable of delivering care consistent with the ASAM Criteria.
 - xiii. Selected Proposer(s) shall be IMS Certified, if necessary to provide appropriate services to clients.
 - xiv. The facility shall have laundry facilities (washers/dryers) on site.
 - xv. Selected Proposer(s) shall provide basic supplies for basic living needs; i.e., paper towels, toilet tissue, hand soap, bath towels, bed linens, laundry soap, etc.
 - xvi. Selected Proposer(s) shall provide adequate telephone service on the premises for emergency use.
 - xvii. Selected Proposer(s) shall provide a telephone within the facilities complex that is available twenty-four (24) hours per day, seven (7) days per week for resident use. This may be a pay phone.
 - xviii. First aid supplies shall be maintained and be readily available in the facility.
 - xix. Selected Proposer(s) shall have written policies that limit and monitor access by individuals who are not clients, staff, volunteers, or authorized visitors.
- c. Regulations and Standards:
- i. Selected Proposer(s) shall maintain compliance with all non-discrimination laws and regulations and follow admission policies that ensure all clients are admitted to services regardless of anticipated outcomes.
 - ii. Child care must meet applicable standards of state and local law. Child care must be provided in accordance with the California Department of Social Service regulations for licensed and/or licensed-exempt child care. Title 22 Division 12, Chapter 1.
 - iii. Selected Proposer(s) shall have the capacity, at a minimum, to screen and refer all clients with co-occurring disorders to identify and link the client to appropriate co-occurring treatment.

- iv. Selected Proposer(s) shall provide professional certified interpreter and translation services as needed for persons with Limited English Proficiency (LEP) and the deaf/hearing impaired.
- v. Selected Proposer(s) shall obtain the appropriate San Bernardino County permit if located in an unincorporated area of the County or other local city permit if required to operate the facility. Selected Proposer(s) shall be approved for any permits required and maintain the permit in good standing for as long as the facility is in operation.
- vi. Selected Proposer(s) shall ensure that Residential Treatment and Withdrawal Management facilities are free of alcohol, recreational marijuana and any non-prescription drugs that could be utilized in an illicit manner, this also includes medical marijuana.
- vii. Selected 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 11812 of the Health and Safety Code; Title 22, California Code of Regulations Section 51009; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- viii. Selected Proposer(s) shall ensure staff, volunteers, and interns are knowledgeable on the County DBH Notice of Substance Use Disorder and Recovery Services Grievance and Complaint Procedures and ensure that any complaints by clients are referred to the County in accordance with the procedures. The Policy consists of items such as:
 - 1) DBH-SUDRS follows-up on all complaints.
 - 2) Strict timelines are followed for complaint resolution.
 - 3) DHCS can be contacted as well or if complaint remains unresolved.
 - 4) DBH Access Unit shall be notified of all complaints.

A copy of the County DBH Notice of Substance Use Disorder and Recovery Services Grievance and Complaint Procedures shall be given to each client upon entry to the program and shall be displayed in an area accessible and conspicuous to all clients and staff.
- ix. Selected Proposer(s) shall ensure all incidents with clients are reported on the "[Unusual Occurrence/Incident Report](#)" County form QM053 (Attachment O). Incidents can be, but are not limited to:
 - 1) Dangerous Behavior
 - 2) Medical/Injury
 - 3) Disturbance/Destruction of Property
 - 4) Victimized
 - 5) Death

- 6) Dangerous Behavior – Self
- 7) Sexual Behavior
- 8) Others (not listed)

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

- x. Selected Proposer(s) shall establish protocols; in the event of Program or Contract termination that provides for the responsible and orderly transition of clients to another DBH-approved facility for services. The plan shall include a provision for furnishing DBH with all client information and any documents necessary for this transition.

- xi. Perinatal-specific:

Selected Proposer(s) shall comply with the requirements for perinatal programs as referenced in the DHCS Perinatal Practice Guidelines FY 2018-19 until such time as new Perinatal Practice Guidelines are established and adopted. No formal amendment to a contract shall be required for new guidelines to apply.

Youth/Adolescent-specific:

- xii. Selected Proposer(s) shall comply with the requirements for youth/adolescent programs as referenced in the DHCS Adolescent SUD Best Practices Guide (October 2020) until such a time as a new Adolescent SUD Best Practices Guide is established and adopted. No formal amendment to a contract shall be required for new guidelines to apply.

- d. Required Referrals:

- i. Selected Proposer(s) shall assist the clients with direct linkage to the appropriate ASAM criteria level of care for services that are not provided through the Residential Treatment provider.
- ii. Clients shall be referred promptly for medical and/or psychiatric evaluation(s) including clients with Co-Occurring disorders when deemed appropriate by qualified staff. Proposer(s) should have in place a mechanism to guide referrals, ensuring the referral loop is closed and the client is receiving care.
- iii. Selected Proposer(s) shall act as a community referral resource, referring clients in need directly or by referral process to other services beyond their scope of service; such as, but not limited to; GED classes, higher education, vocational education, job training, resume writing, medical services, dental services, legal services, CalWorks, CalFresh, Medi-Cal, etc., as necessary.

- iv. Selected Proposer(s) shall initiate collaborative community partnerships and service systems. Selected Proposer(s) will establish procedures that will ensure strong, reliable linkages with other community service providers and service organizations 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 treatment and 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.

Effective outreach engages individuals in need of treatment services, making it more likely they will attend treatment, participate in activities, complete the treatment, and participate in recover support services. Pregnant and parenting women with a SUD are at risk for potential harmful effects to both mother and child. Outreach efforts are especially crucial in educating clients on the harmful effects of drug use and the services available. SUD treatment providers clients using injection drugs must use the following research-based outreach efforts:

- 1) Select, train, and supervisor outreach workers;
- 2) Contact, communicate, and follow-up with high risk individuals with SUDs, their associates, and neighborhood residents, within the Federal and State confidentiality requirements;
- 3) Promote awareness among clients using injection drugs about the relationship between injection drug use and communicable diseases, such as Human Immunodeficiency Virus (HIV), Hepatitis B, Hepatitis C, and Tuberculosis (TB); and
- 4) Recommend steps to ensure that HIV transmission does not occur.

e. Written Procedures:

- i. Selected Proposer(s) shall develop and/or maintain a written Personnel Policy and Procedures Manual in accordance with current DBH standards. The written procedures and all updates shall be provided to all employees charging hours to this agreement. The written Personnel Policy and Procedures Manual shall be submitted to DBH upon request. A change to any part of the Personnel Policy and Procedures requires a written change in the manual and submission of all changes to DBH upon request.
- ii. Selected Proposer(s) shall maintain written procedure for their treatment program such as, but not limited to; admission to the appropriate level of care as assessed and based on ASAM criteria, fees assessed, policy on payment schedules, refund policy, actions/conditions/circumstances for client eviction from the program, consequences when a client relapses and consumes

alcohol and/or non-health sustaining drugs and conditions under which the agreement may be terminated and the evidence based treatment curriculum.

- iii. Selected Proposer(s) services shall have policies in place for medications, medication management and medication storage.

f. Quality Management:

- i. Proposer's organization should have a Quality Management component designed to monitor and improve quality of care. The Quality Management component should monitor services and provide interventions, as needed that are designed to achieve significant improvement in areas of client satisfaction and positive outcomes.
- ii. Proposer(s) shall have a written Quality Improvement Plan (QIP), which is updated at minimum every two (2) years. The QIP shall clearly define and establish quantitative measures to assess performance and to identify and prioritize area(s) for improvement.
 - 1) 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.
 - 2) Proposer(s) shall provide client satisfaction surveys for clients participating in the program. Results of client satisfaction surveys shall be compiled and analyzed by the Proposer(s) and shall be incorporated and utilized in the QIP.

Proposer(s) shall provide a copy of their most recent QIP, client satisfaction survey(s) and any other instruments/tools used to obtain data for the goals, objectives and outcomes defined in the QIP with proposal submissions for DBH review.

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

- iii. Proposer(s) 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 quality improvement plans to ensure outcomes are improving client care.

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

- iv. The following are outcomes to be considered for the levels of care:

- 1) Ensure clients are engaged in the wellness/recovery process within the first 30 days of admission
- 2) Reduced recidivism rate for clients
- 3) Client abstinence from all illicit drugs and alcohol for a measured time period
- 4) Client obtainment of secure and adequate housing upon exit from the program
- 5) Clients remain engaged in meaningful recovery efforts through their treatment program
- 6) Clients' increased understanding of the health benefits of regular attendance at medical/dental appointments as identified by reported attendance at scheduled appointments
- 7) Client's increased understanding and reported/observed use of positive socialization skills
- 8) Client's increased understanding for MAT and its possible benefits
- 9) Stabilization and reduction of mental health symptoms for co-occurring clients
- 10) Clients who have been triggered or have relapsed have realized a decrease in symptoms
- 11) Client's developed skills to deter triggers
- 12) Youth-specific:
 - a) Increased understanding of the detriments of substance use
 - b) Reductions in school related problems
 - c) Reductions in family conflicts
- 13) Perinatal-specific:
 - a) Perinatal Clients increased understanding and reported/observed use of positive parenting skills
 - b) Increased Perinatal Client engagement annually

The Proposer(s) shall work in collaboration with DBH so that Outcomes will be collected, reported and measured. Proposer(s) may wish to use Substance Abuse and Mental Health Services Administration (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.

- v. Proposer shall submit quarterly written reports regarding outcomes specified in the QIP, objectives of the program, methods employed to resolve problems

in achieving stated outcomes and objectives and any program modifications that occurred as a result of outcomes evaluated.

- 1) Quarterly reports - due no later than 30 calendar days after each quarter.

vi. Perinatal-Specific:

Selected Proposer(s) shall collect data specific to the children of the perinatal women being served in the program. DBH will provide the data collection tool to be utilized, which is due monthly on the 10th of the following month after services are provided. (For example; July 1 – July 31 report is due by no later than August 10th). Data to be collected includes:

- 1) Number of child(ren) screened and assessed as well as their age;
- 2) Services provided to the child(ren) by the Proposer (direct services) and services provided by referral (indirect services) per child, and per type of service;
- 3) Physical health referrals provided such as immunization, primary care physician appointments, and dental appointments; and
- 4) Educational services provided by Proposer (direct services) and services provided by referral (indirect services) per child and per type of service.

vii. Forensic-Specific:

Selected proposer(s) 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. For Mental Health Services Act (MHSA) programs, proposer agrees to meet the goals and intention of the program as indicated in the related MHSA Component Plan and most recent update. Proposer agrees to provide Adult Forensic Service programs (CHOICE, STAR, CSTAR, DIVERSION, and RISES) with enrollment and completion status of clients. Proposer(s) shall comply with all requests regarding local, State, and Federal Performance Outcomes measurement requirements and participate in the outcomes measurement processes as requested. MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

g. Staff Requirements and Levels:

Proposer(s) shall submit a staffing plan, including number and type of staff to be utilized in the program(s), and job descriptions (which includes required qualifications, experience and training) of program positions. Staffing must be sufficient to provide the requested services. Resumes are not required with the proposal submission.

Selected Proposer(s) must provide staffing levels and qualifications appropriate to meet the needs of the Program and clients participating, including but not limited to:

- i. Selected Proposer(s) shall administer staff/volunteers/interns and provide management systems and have a written Personnel Policy and Procedures Manual as well as written Co-Occurring Capable Residential treatment, Perinatal Treatment methodology and protocols, Adolescent SUD Best Practices, Withdrawal Management, and Co-Occurring Capable Residential Treatment Services methodology and modality protocols, policies and procedures.

Provide proper notification to DBH when changes in staffing occur.
- ii. Selected Proposer(s) shall recruit, hire, train and maintain diverse staff/volunteers/interns personally and professionally qualified, culturally competent, and appropriately licensed and/or certified for all services rendered, if necessary, and/or required by regulations and/or standards.
- iii. Selected Proposer(s) shall provide staff trained to provide assessment and evaluations, be familiar with and/or trained in ASAM criteria, withdrawal management, referral services, perinatal services and have expertise in crisis intervention, psychosocial assessment, care coordination and treatment planning and co-occurring disorders - if required based on their staff position.
- iv. Selected Proposer(s) 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).
- v. All Selected Proposer(s) staff providing counseling services shall be registered and/or certified.
- vi. Selected Proposer(s) shall ensure during the provision of substance use disorder treatment and/or services being rendered, there shall be at least one staff member in the facility who is capable of providing First Aid and/or CPR. (See paragraph 2) in section viii below for Withdrawal Management additional staffing and CPR requirements.) 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. Childcare staff shall be certified in infant-child CPR and First Aid to provide coverage for the child care area at all times.
- viii. Selected Proposer(s) shall maintain a staff to client ratio of not more than fifteen (15) clients to one (1) staff member during all hours of operation.
 - 1) For Residential Treatment between the hours of 10:00 pm and 10:00 am, a minimum of one (1) awake and alert paid program staff member will be present for every fifteen (15) clients in residence.

- 2) For Withdrawal Management with fifteen (15) or fewer clients in withdrawal management services, a minimum of one (1) awake and alert paid staff member with a current CPR certificate and current first aid training shall be on duty in the withdrawal management area.
 - 3) For Withdrawal Management with more than fifteen (15) clients, a minimum of two (2) awake and alert paid staff members with current CPR certificate and current first aid training shall be on duty in the withdrawal management area.
- ix. All staff/volunteers/interns providing services where adult clients with child(ren) or youth clients reside shall have the required criminal record review and clearance.
 - x. Selected Proposer(s) and designated staff shall attend mandatory trainings annually as identified by DBH-SUDRS.
 - xi. Selected Proposer(s) shall maintain records of all trainings proposer and staff attended and this documentation will become part of the personnel record.
 - xii. Selected Proposer(s) shall ensure, at minimum staff conducting assessments shall complete two (2) ASAM e-Training modules:
 - 1) ASAM Multidimensional Assessment
 - 2) From Assessment to Service Planning and Level of CareA third module is recommended, but shall not be mandatory:
 - 3) Introduction to the ASAM Criteria.
 - xiii. Staff/volunteers/interns shall have regular periodic training that covers:
 - 1) Emergency Procedures
 - 2) Individual and Agency Emergency Preparedness
 - 3) Emotional Responses to Emergency
 - 4) Utility Shut-Off Procedures
 - 5) Fire Suppression and Proper Use of Fire Extinguishers
 - xiv. All staff/volunteers/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:
 - 1) General knowledge of substance use disorders and the principles of recovery
 - 2) Housekeeping and sanitation principles
 - 3) Principles of communicable disease prevention and control
 - 4) Recognition of early signs of illness and the need for professional assistance

- 5) Availability of community services and resources
 - 6) Recognition of individuals under the influence of alcohol and/or drugs
 - 7) Principles of nutrition, food preparation, storage, and menu planning
 - 8) Utilization of evidence-based practices
- xv. All licensed, certified, or registered counseling staff, if applicable, 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>.
- xvi. Selected Proposer(s) shall maintain a drug-free work environment. Staff/volunteers/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. Selected Proposer(s) shall include a signed release by the staff member/volunteer/intern, per the Health Insurance Portability and Accountability Act (HIPAA) that allows for drug testing information to be kept in the personnel file. All staff/volunteers shall be in good health:

As defined by and verified as indicated in the California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – Section 10564.
- xvii. Treatment clients shall not be used as substitutes for required staff but shall be permitted to participate in duties and tasks as a voluntary part of their program activities.
- xviii. In order to effectively serve San Bernardino County clients, Selected 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. San Bernardino County threshold languages: Spanish, Mandarin, and Vietnamese.
- xix. Selected Proposer(s) shall have the ability to refer other Limited English Proficiency (LEP) clients to appropriate providers in the area.
- xx. Selected Proposer 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/intern participation in all trainings shall be documented and kept in the personnel file for three (3) years.
- xxi. Selected Proposer(s) shall have a separate and appropriate written policy and procedures section regarding the utilization of volunteers/interns in the

services provided and standards they must follow and this shall be incorporated into the written Personnel Policy and Procedures Manual.

- xxii. The written Personnel Policy and Procedures Manual shall contain the following for all staff/volunteers/interns, at minimum:
 - 1) Recruitment Procedures
 - 2) Screening and Selection Procedures
 - 3) Training and Orientation Process
 - 4) Personnel File Documentation Requirements
 - 5) Duties and Assignments (Job Description)
 - 6) Supervision and Evaluation Responsibilities
 - 7) Protection of Confidentiality Procedures.
- xxiii. Selected Proposer(s) shall maintain complete personnel files for all staff/volunteers/interns.
- xxiv. Personnel files contain confidential information and shall be stored appropriately. They shall be made available to DHCS or applicable state agency(ies) and DBH staff in any review and/or audit.
- h. Co-Occurring Capable Residential Treatment and Withdrawal Management Services Methodology
 - i. The methodology employed by the Selected Proposer(s) shall be approved by DBH.
 - ii. All Co-Occurring Capable Residential Treatment and/or Withdrawal Management services shall obtain prior authorization from DBH.
 - iii. Selected Proposer(s) will implement at least two of the following Evidence Based Practices' (EBP's). The two EBPs are per Selected Proposer(s) per service modality. DBH will ensure the Selected Proposer(s) have implemented EBPs. Selected Proposer(s) will ensure staff are trained regularly on EBPs implemented within the program.

EBPs are to be provided appropriately based on age and population.

 - 1) Motivational Interviewing (this EBP is required for all Selected Proposer(s) by DBH): A client-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 consider 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.
- iv. Selected Proposer(s) shall identify the evidence-based curriculum to be utilized for all substance use disorder education services, and in what other languages this curriculum will be offered. Curriculum should state the number of weeks required to obtain successful completion of the defined treatment program.
 - v. Selected Proposer(s) are required to either offer Medications for Addiction Treatment (MAT) directly or have effective referral mechanisms in place to clinically appropriate MAT services; defined as facilitating access to MAT off-site for beneficiaries while they are receiving residential treatment services if not provided on-site. Providing the client only with contact information for MAT services is insufficient.
 - vi. Medications for Addiction Treatment (MAT) shall be prescribed by a physician and/or psychiatrist and deemed medically necessary. FDA approved medication for substance use disorders and/or co-occurring treatment currently covered under the formulary for pharmacy benefit shall be utilized. Clients receiving MAT and/or psychotropic medications shall receive at least two counseling sessions with a therapist or counselor every thirty (30) day period or less if deemed medically necessary by the Medical Director.
 - vii. Selected Proposer(s) shall have properly organized medication storage and delivery of medications to clients. Medication delivery procedures must include practices of receiving medications, logging medications and tracking accessibility of medications to clients. Medication sheets must be maintained on each client. There must be a method of documentation of a client's refusal to take medications. Appropriate staff must be notified of medication refusal.
 - viii. Selected Proposer(s) shall refer clients promptly for medical or psychiatric evaluation when deemed appropriate by staff.

- ix. Selected Proposer(s) shall refer clients to DBH for care coordination services to address barriers identified at initial assessment which may inhibit clients' ability to maintain abstinence upon completion of their treatment program requirements, such as housing, employment, financial, and social supports.
 - x. Selected Proposer(s) shall introduce, encourage and afford clients every opportunity to participate in self-help recovery groups, 12-Step programs such as Narcotics Anonymous and Alcohol Anonymous, etc.
 - xi. Clients shall be provided the opportunity for participation in planned recreational activities on a voluntary basis.
 - xii. Each client will be provided a copy of the Selected Proposer's Code of Conduct and it shall be displayed in an area accessible and conspicuous to all clients and staff.
 - xiii. Selected Proposer(s) will collaborate with other stakeholders involved with the client's recovery. A completed release of information for each stakeholder, signed by the client, shall be kept in the client's file.
 - xiv. Staff shall meet with each client to develop and complete a discharge/exit plan for each client before active program participation is concluded and prior to approved discharge. The plan will be individualized for each client that shall assist the client in maintaining their recovery. The continuing recovery or treatment discharge/exit plan shall be inclusive of the goals identified in the problem list and shall include referrals to another level of care and linkage to appropriate resources (e.g., social services, education, vocational rehabilitation, and others.)
- i. Residential Treatment and Withdrawal Management (Modality)
- i. Qualified staff shall conduct a biopsychosocial assessment to identify problem areas associated with the client's substance use disorder and/or co-occurring disorder by using ASAM criteria to determine the appropriate level of care. The biopsychosocial assessment shall contain questions regarding the use of alcohol and other drugs, medical conditions and complications, and a history of Delirium Tremens (DT's), alcoholic seizures and convulsions.
 - ii. Medical necessity determination shall include the review of a physical examination completed within twelve (12) months prior to admission to treatment. If a physical examination is not available, the client shall be directed to receive a physical examination at the earliest time possible. Efforts to motivate the client to receive a physical examination must be clearly documented on the client's progress notes.

In the case of pregnant women, the Proposer(s) must obtain medical documentation substantiating the pregnancy.
 - iii. All Residential Treatment services shall receive prior-authorization by the County.

- iv. Once a client has been assessed and screened and it is determined the client is in need of Withdrawal Management and/or Residential Treatment and the Program is currently at maximum capacity and not able to admit the client:
 - 1) Any client meeting defined priority population factors shall be offered alternative treatment services within 72 hours of contact, either with the Selected Proposer(s) or other treatment services provided through the Counties coordinated network of care, until such time as a spot is available for Residential Treatment and/or Withdrawal Management.
 - 2) Selected Proposer(s) shall communicate with other community-based organizations offering Residential Treatment and/or Withdrawal Management when clients seeking their services may require another location for a myriad of reasons to receive Residential Treatment and/or Withdrawal Management in which case the Selected Proposer(s) shall facilitate a referral for the client.
- v. The most recent version of DHCS Patient Health Questionnaire (DHCS 5103) shall be completed, signed and placed in the client's file for all Residential Treatment and Withdrawal Management clients prior to assessment/admission.
- vi. Qualified staff shall review each completed DHCS Patient Health Questionnaire (DHCS 5103).
- vii. Selected Proposer(s) shall follow the guidelines for interim services as defined in regulation 45 CFR 96.126: any client who requests and is in need of treatment for intravenous drug use is admitted to a program of such treatment no later than:
 - 1) Fourteen (14) days after making the request for admission to such a program; or
 - 2) One hundred twenty (120) days after such a request, if no such program has the capacity to admit the client on the date of such a request and if interim services, including referral for prenatal care, are made available to the client no later than forty-eight (48) hours after such request.
- viii. Perinatal-specific:

Perinatal Residential Treatment methodology employed by the program shall be evidence-based and approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the DBH Director (or designee).
- j. Withdrawal Management

Selected Proposer(s) shall include requirements listed in Residential Treatment and Withdrawal Management (Modality) Section along with the following, at minimum:

- i. Qualified staff shall conduct a biopsychosocial assessment to identify problem areas associated with the client's substance use disorder and by using ASAM criteria to determine the appropriate level of care.
 - ii. For Withdrawal Management, once the Patient Health Questionnaire (DHCS 5103) has been reviewed by qualified staff and it is determined the client should be sent to obtain a medical and/or psychiatric clearance from a licensed Medical or Behavioral Health Provider prior to being admitted the Selected Proposer(s) shall utilize the Medical/Psychiatric Clearance (DBH-SUDRS Form).
 - iii. Each client in Withdrawal Management shall be checked by staff for breathing by face-to-face physical observation at a minimum, every thirty (30) minutes.
 - iv. Close observations of Withdrawal Management clients shall continue as long as warranted and documentation of observations and physical checks shall be recorded in a systematic manner in the client's clinical record.
 - v. Throughout the Withdrawal Management episode, appropriate problem lists shall be developed for the continuity of post-withdrawal management. The Selected Proposer(s) shall re-assess the client to determine the next appropriate least restrictive level of treatment for the client based on the ASAM criteria [for example: Withdrawal Management to Residential Treatment or Withdrawal Management to Intensive Outpatient Treatment (IOT) or Outpatient Treatment].
- k. Residential Treatment
- Proposer(s) shall include requirements listed in Residential Treatment and Withdrawal Management Section along with the following, at minimum:
- i. Drug Medi-Cal Residential Treatment clients shall meet medical necessity based on ASAM criteria for Residential Treatment for Residential Treatment, a clearance utilizing the Medical/Psychiatric Clearance (DBH-SUDRS Form) shall be obtained if the client is sent to a licensed Medical or Behavioral Health Provider prior to admission.
 - ii. Each client shall have a written problem list in development within ten (10) days of the client's admission to treatment. The problem list will be individualized and culturally appropriate to help the client address problem areas associated with substance use disorders and/or mental health disorder for co-occurring clients. The problem list shall include, but not be limited to: goals to be reached which address each problem area, action steps to be taken by the Program and/or client to accomplish identified goals, target dates for accomplishment of action steps and goals, descriptions of services; recovery group counseling, individual counseling and random and observed drug testing and the frequency of each service.
 - iii. Staff shall review the client's problem list and document progress in the client's progress notes.

- iv. Staff shall update a client's problem list on an ongoing basis to reflect the current presentation of the client.
- v. Staff and client shall review and update the problem list when a change in problem identification or focus of recovery or treatment occurs.
- vi. Selected Proposer(s) counselor shall record a progress note for each client at every service, at a minimum, once per day. The signature shall be adjacent to the typed or legibly printed name. The progress note is an individual narrative summary and shall include:
 - 1) The type of service rendered.
 - 2) A narrative describing the service, including how the service addressed the client's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors).
 - 3) The date that the service was provided to the client.
 - 4) Duration of the service, including travel and documentation time.
 - 5) Location of the client at the time of receiving the service.
 - 6) A typed or legibly printed name, signature of the service provider and date of signature.
 - 7) Next steps including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.
- vii. Residential Treatment clients shall participate in mandatory random and observed drug screening, a minimum of two (2) times per month and can be more frequent, if therapeutically deemed necessary.
- viii. Residential Treatment clients shall be tested for tuberculosis under licensed medical supervision within six (6) months prior to or thirty (30) days after admission.
 - 1) Residents with a known record of tuberculosis or record of positive testing shall not be required to be retested if a physician verifies the individual has been under regular care and monitoring for tuberculosis.
- ix. Selected Proposer(s) shall coordinate successfully with DBH-SUDRS program staff and other necessary County departments to remain informed about all California DHCS requirements and changes related to Residential (including Perinatal) services. It is the responsibility of the Proposer(s) to keep appraised of such information.
- x. Selected Proposer(s) shall engage in outreach activities to collaborate with appropriate agencies and organizations throughout the community in order to increase access and utilization of all services. Outreach materials

developed by the Proposer(s) should indicate priority population and publicize the preference in admitting pregnant women.

xi. Level of Treatment Services:

1) Residential Treatment Level 3.1 – a minimum of five (5) hours per week of individual or group sessions and/or structured therapeutic activities designed to meet the treatment goals and objectives of the client. Clinical services are defined as:

- a) Assessment
- b) Care Coordination
- c) Counseling (individual and group)
- d) Family Therapy
- e) Medication Services
- f) MAT for OUD
- g) MAT for AUD and other non-opioid SUDs
- h) Client Education
- i) Recovery Services
- j) Crisis Intervention Services

Clinical hour computation will begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday (one calendar week). If weekly service hours minimum is not met due to client admission or discharge in the middle of the week, the provider days of services that week will be reimbursed.

2) Residential Treatment Level 3.3 – includes:

- a) Daily clinical services to improve client's ability to structure and organize adult daily living tasks and succeed in productive daily activities such as work or school.
- b) Clinical programming to stabilize client's addiction symptoms and develop recovery skills; may include a range of cognitive and/or behavioral therapies.

Duration varies with severity of the individual's illness and the response to treatment.

3) Residential Treatment Level 3.5 - a minimum of twenty (20) hours per week of individual or group sessions and/or structured therapeutic activities shall be provided for each client in accordance with the client's problem list. Of these minimum twenty (20) hours, ten (10) hours, at minimum, are required to be clinical services designed to meet the treatment goals and objectives of the client. Clinical services are defined as:

- a) Assessment
- b) Care Coordination
- c) Counseling (individual and group)
- d) Family Therapy
- e) Medication Services
- f) MAT for OUD
- g) MAT for AUD and other non-opioid SUDs
- h) Patient Education
- i) Recovery Services
- j) Crisis Intervention Services

Clinical hour computation will begin at 12:00 A.M. Sunday and end at 11:59 P.M. the following Saturday (one calendar week). If weekly service minimum hours are not met due to client admission or discharge in the middle of the week, the provider days of services that week will be reimbursed.

“Experimental” and invasive practices are prohibited and will not be funded.

I. Recovery Services

Proposer(s) has the option to include the following along with the requirements listed in the Residential Treatment and Withdrawal Management Section:

- i. Outpatient counseling services in the form of individual or group counseling to stabilize the client and then reassess if the client needs further care.
- ii. Recovery Monitoring: Recovery coaching, monitoring via telephone and internet.
- iii. Substance Abuse Assistance: Peer-to-peer services and relapse prevention.
- iv. Education and Job Skills: Linkages to life skills, employment services, job training, and education services.
- v. Family Support: Linkages to childcare, parent education, child development support services, family/marriage education.
- vi. Support Groups: Linkages to self-help and support, spiritual and faith-based support.
- vii. Ancillary Services: Linkages to housing assistance, transportation, care coordination, individual services coordination.
- viii. Contractor agrees to utilize recovery services when the client is triggered, when the client 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.

- ix. Additionally, Contractor may:
 - 1) Provide recovery services to beneficiaries as medically necessary.
 - 2) Provide beneficiaries with access to recovery services after completing their course of treatment.
 - 3) Provide recovery services either face-to-face, by telephone, or by telehealth, and in any appropriate setting in the community with the client.

4. Administrative Requirements

- 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.

5. Program Consideration

- a. Information Technology and Data Reporting:
 - i. Selected Proposer(s) shall maintain technology that facilitates the collection, maintenance and reporting of data necessary to comply with DBH's data requirements. The computer-based data collection, maintenance and reporting systems shall comply with current County and State standards.
 - ii. Selected Proposer(s) shall maintain at least one (1) computer with Internet capability. Data and related required reports and forms shall be submitted electronically to SUDRS.
 - iii. Selected Proposer(s) shall maintain the capability of transmitting and receiving information through electronic mail (e-mail) which has encryption capabilities.
- b. Audits or Reviews:
 - i. Selected Proposer(s) shall conduct internal reviews and evaluations at least once every fiscal year as it relates to the Program Requirements (Scope of Work). Results of the review and any plans for correction shall be available for review by DBH.
 - ii. Selected Proposer(s) shall give their full cooperation in any auditing or reviews conducted by any authorized agency(ies), and/or DBH Staff. DBH shall perform reviews at their discretion which may include but not be limited to:
 - 1) Formal Annual Reviews
 - 2) Medication Safety Monitoring

- 3) Bi-Annual Formal Reviews
 - 4) Quality Assurance Reviews
 - 5) Site Reviews
 - 6) Direct Service Observation
 - 7) Quarterly Follow-Up Reviews
 - 8) Technical Assistance
- iii. Selected Proposer(s) shall not exceed the funding level in the contract. The level of funding shall be based on costs related to estimates of client populations to be served.

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 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) business 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 reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Contractor and County.

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 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.

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. 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. Contractor shall submit the organizations' general ledger with each monthly claim.
- b. Contractor shall provide DBH with a complete and correct statement of annual costs in order for the County to complete the State Cost Report not later than forty-five (45) days at the end of each fiscal year and not later than forty-five (45) days after the expiration date or termination of this Contract, unless otherwise notified by County.
 - Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.
- c. The Cost Report is a multiyear process consisting of a preliminary, interim, and final settlement, and is subject to audit by DHCS.
- d. Reimbursement to Contractor shall be made monthly in arrears based on the actual cost of services provided during the service month, not to exceed cumulative 1/12 of the maximum annual contract obligation, where appropriate.

The cost of services rendered shall be adjusted to the lowest of the following:

- 1) Actual net costs for services; or
 - 2) Maximum Contract amount.
- e. Contractor shall accept all payments from 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 County required to process EFT payments.
 - f. 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.
 - g. Contractor shall collect revenues for the provision of the services described in this RFP and any Contract awarded. Such revenues may include, but are not limited to, fees for services, private contributions, grants or other funds. All revenues received by the Contractor shall be reported in the annual Cost Report, and shall be used to offset gross cost.

Contractor shall be obligated to report all revenue received from any source in its monthly claim for reimbursement.

- h. Contractor shall exercise diligence in billing and collecting fees and/or co pays from clients for services.
- i. Contractor shall have a written policy and procedures which outline the allocation of the indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards.

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

Contractor certifies under penalty of perjury under the laws of the State of California that Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code § 8350 et. seq.), and the Pro-Children Act of 1994, and shall provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions as required by Government Code § 8355 (a).
- b. Establish a drug-free awareness program as required by Government Code § 8355 (b) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization's policy of maintaining a drug-free workplace;
 - 3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code § 8355 (c), that every employee engaged in performing of the Contract shall:
 - 1) Be given a copy of Contractor's drug-free policy statement; and
 - 2) As a condition of employment on the Contract, agree to abide by the terms of the statement.
- d. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for future County or State contracts if the County or State determines that any of the following has occurred:
 - 1) Contractor has made false certification; and/or
 - 2) Contractor has violated the certification by failing to carry out the requirements as noted 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 <https://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: <http://medi-cal.ca.gov/default.asp>.
- 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 (**Attachment L**) 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 as referenced in **Attachment M**.

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.
22. 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.
28. 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.
29. Americans with Disabilities Act/Individuals with Disabilities
- Contractor agrees to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. 1202 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.
30. 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.
31. 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).
32. 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)]

33. Public Accessibility

Contractor shall ensure that services provided are accessible by public transportation.

34. 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)].

35. 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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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 will be included in the implementation process of the most recent State approved CCP for the 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.
 - 2) Demographic information to the Contractor on service area for service(s) planning.
 - 3) Cultural competency training for DBH and Contractor personnel.
 - 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 languages. Technical assistance will consist of final review and field testing of all translated materials as needed.
 - 6) Monitoring activities administered by DBH to demonstrate documented capacity to offer services in threshold languages or contracted interpretation and translation.

- 7) Contractor's written organizational procedures must be in place to determine multilingual and competency level(s).
- 8) 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

42. 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.

43. 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.

44. 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.

45. 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.

46. 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: http://www.dhcs.ca.gov/formsandpubs/Documents/DMC_Billing_Manual_2017-Final.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.

47. Prevailing Wage Laws (if applicable)

By its execution of this Agreement, Contractor certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. As well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Vendor agrees to fully comply with such Prevailing Wage Laws. Vendor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Vendor's principal place of business and at the project site. Vendor will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Vendor shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws.

48. 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.

49. 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.

50. 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.

51. 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.

52. 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.

53. 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.

54. 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.

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 \$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) \$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 not less than \$1,000,000 for each occurrence or event with an annual aggregate of \$2,000,000 covering claims involving 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 costs as well as regulatory fines and penalties.

12. Professional Services Requirements

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

or

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

or

Directors and Officers Insurance coverage with limits of not less than one million (\$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 make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Contract, or determinations of amounts payable available at any time for inspection, examination, or copying by DBH, the State of California or any subdivision or appointee thereof, Centers for Medicare and Medicaid Services (CMS), U.S. Department of Health and Human Services (HHS) Office of Inspector General, the United States Comptroller General or their designees, and other authorized Federal and State agencies. This audit right will exist for at least ten (10) years from the final date of the contract period or in the event the Contractor has been notified that an audit or investigation of this Contract has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies. Records and documents include, but are not limited to all physical and electronic records.

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. Should the County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

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. If the Primary Agency (defined as the agency submitting the proposal) intends to subcontract any part of the services for which it is “proposing” to an individual, company, firm, corporation, partnership or other organization, not in the employment of or owned by Contractor who is performing services on behalf of Contractor under the Contract or under a separate contract with or on behalf of Contractor, the Primary Agency **must** submit a written Memorandum of Understanding (MOU) with that agency or agencies with **original signatures** to DBH (or through ePro if electronically submitted) as part of the proposal. The MOU must clearly define the following:
1. The name of the subcontracting agency.
 2. The amount (units, minutes, etc.) and types of services to be rendered under the MOU.
 3. The amount of funding to be paid to the subcontracting agency.
 4. The subcontracting agency’s role and responsibilities as it relates to the Contract.
 5. A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 6. A budget sheet outlining how the subcontracting agency will spend the allocation.
 7. Additionally, each MOU shall contain the following requirements:
 - a. Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
 - b. Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines’ and licensing and/or certifying boards’ code of ethics and conduct.
 - c. Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
 - d. Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.
 - e. MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.
 - f. Subcontractor’s delegated activities and reporting responsibilities follow the Contractor’s obligations in the primary contract.

- g. Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.
- h. Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article.

(Reminder: If the proposal or bid is submitted through ePro, the proposer/bidder acknowledges that its electronic signature is legally binding.)

- B. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency. DBH will not reimburse contractor or subcontractor for any expenses rendered without DBH approval of MOU in writing in the fiscal year the subcontracting services started.
- C. Contractor shall obtain DBH's written consent, which DBH 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 DBH's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by DBH, resumes of proposed subcontractor personnel.
- D. Contractor shall remain directly responsible to DBH 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.

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 requirements of this RFP have been satisfied.
- 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 Wednesday, November 8, 2023, 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 submissions require one unbound original, with original signatures**

2. The package containing the original must be sealed and marked with the Proposer's name and **"CONFIDENTIAL – SUDRS WITHDRAWAL MANAGEMENT AND RESIDENTIAL TREATMENT SERVICES – RFP DBH #23-22."**

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."** In addition, DBH requires (6) unbound copies of the proposal. There should be a total of seven (7) proposal copies (an original and six copies) submitted or the proposal may be rejected. 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, SUDRS WITHDRAWAL MANAGEMENT AND RESIDENTIAL TREATMENT SERVICES - RFP DBH # 23-22.
- b. A statement indicating which individuals, by name, title, 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	<input type="checkbox"/> Complete and include Attachment A to ensure that all requested items have been included.
3. Table of Contents	<input type="checkbox"/> 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	<input type="checkbox"/> Complete and include Attachment C – Statements of Certification in this section of the proposal; also attach a concise statement of the services proposed. <input type="checkbox"/> Complete and include Attachment D – Reportable Conditions in this section of the proposal. <input type="checkbox"/> If necessary, complete and include Attachment E – Disclosures, Exceptions, and Public Records Act Exemptions to RFP.
5. Proposal/Narrative Description	<p>Proposal should address, but is not limited to addressing, all items in Section IV, Paragraph C - Program Description and the following items:</p> <ul style="list-style-type: none"><input type="checkbox"/> 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.<input type="checkbox"/> b. A narrative description of the proposed plan to achieve the program objective and requirements addressing the following elements:<ul style="list-style-type: none"><input type="checkbox"/> 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.<input type="checkbox"/> 2) Describe case management activities.<input type="checkbox"/> 3) Outline the service approach in terms of general treatment intensity (if applicable), frequency, and array of service and expected length of service.<input type="checkbox"/> 4) Describe the process of transitioning a client to another level of behavioral health care or facilitating effective referrals to MAT services.<input type="checkbox"/> 5) Describe staffing for the program, including basic level of responsibilities, duties, supervisory structure, level of authority and experience of staff members, licensure, and training to meet regulatory guidelines. Include staffing plan.<input type="checkbox"/> 6) Describe how the Agency will utilize formal and informal supports provided by professionals and non-professionals in the provision of services.<input type="checkbox"/> 7) Discuss Agency’s methods for achieving goals cost effectively.<input type="checkbox"/> 8) State the address of the facility and explain why it is appropriate for this contract (in targeted Geographic Service Area; near mass transit; user friendly; facility layout; etc.).

- 9) Describe the Agency's capacity.
- 10) Describe the Agency's experience.
- 11) Explain how the Agency will develop an advocacy and support network.
- 12) Describe how the Agency will respond to the training requirements.
- 13) Explain how the Agency will meet any special program or funding requirements.
- 14) Provide some examples of the outcomes expected.
- 15) Estimate the number of unique or unduplicated clients expected to be served and how that number will be generated and/or affected (i.e. community outreach, etc.).
- 16) Estimate the anticipated cost per participant.
- 17) Describe the process of transitioning to a lower level of treatment or recovery.
- 18.) Provide a copy of the most recent Quality Improvement Plan (QIP), Client Satisfaction Survey(s), and other tools used to obtain QIP goals.
- 19.) If currently providing any SUD treatment services, submit a report of outcomes achieved last fiscal year.
- 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 legal entity such as corporation, partnership, etc.
- 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 any applicable licenses, permits, and/or certifications presently held and indicate ability to obtain any additional licenses, permits, and/or certifications that may be required.

- 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. Attach the MOU with original signatures that includes:
 - 1) The name of the subcontracting agency.
 - 2) The amount (units, minutes, etc.) and types of services to be rendered under this MOU.
 - 3) The amount of funding to be paid to the subcontracting agency.
 - 4) A description of the subcontracting agency's role and responsibilities as it relates to this Contract.
 - 5) A detailed description of the methods by which the Primary Agency will insure that all subcontracting agencies meet the monitoring requirements associated with funding regulations.
 - 6) A budget sheet outlining how the subcontracting agency will spend the allocation.
 - 7) Additionally, each MOU shall contain the following requirements:
 - a) Subcontractor shall comply with the Right to Monitor and Audit Performance and Records requirements, as referenced in the Performance Article.
 - b) Subcontractor agrees to comply with Personnel Article related to the review of applicable Federal databases in accordance with Title 42 of the Code of Federal Regulations, Section 455.436, and applicable professional disciplines' and licensing and/or certifying boards' code of ethics and conduct.
 - c) Subcontractor shall operate continuously throughout the term of the MOU with all licenses, certifications, and/or permits as are necessary to perform services and comply with Licensing, Certification, and Accreditation Article related to excluded and ineligible status.
 - d) Subcontractor agrees to perform work under this MOU in compliance with confidentiality requirements, as referenced in the Confidentiality and Laws and Regulations Articles.

e) MOU is governed by, and construed in accordance with, all laws and regulations, and all contractual obligations of the Contractor under the primary contract.

f) Subcontractor's delegated activities and reporting responsibilities follow the Contractor's obligations in the primary contract.

g) Subcontractor shall be knowledgeable in and adhere to primary contractor's program integrity requirements and compliance program, as referenced in the Laws and Regulations Article.

h) Subcontractor agrees to not engage in unlawful discriminatory practices, as referenced in the Nondiscrimination Article. c. Any subcontracting agency must be approved in writing by DBH and shall be subject to all applicable provisions of any agreement "awarded" to the Primary Agency as a result of the RFP process. The Primary Agency will be fully responsible for any performance of a subcontracting agency.

NOTE: DBH will not reimburse contractor or subcontractor for any expenses rendered by a subcontractor NOT approved in writing by DBH.

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 Complete and sign **Attachment H** - Indemnification and Insurance Requirements Affidavit.

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	<input type="checkbox"/> 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). Electronic version will be available in ePro after the Proposal Conference or upon request, as appropriate. <input type="checkbox"/> 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.
12. References	<input type="checkbox"/> 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).
<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.
 - b. Proposed Program Services and Strategies.

- c. Demonstrated ability to serve the number of unduplicated participants indicated in the proposal.
- d. Readiness to provide services.
- e. Experience.
- f. Staffing levels and qualifications.
- g. Appropriateness of facility (in Geographic Service Option/area; near mass transit; facility layout; etc.).
- h. Demonstrated ability to serve specific geographic area.

PROGRAM COMPONENTS (65%OF FINAL SCORE)	% weighted value
a. Demonstrated ability to serve target population.	20%
b. Ability to provide required services as specified in the RFP.	25%
c. Demonstrated ability to serve the number of unduplicated participants indicated.	10%
d. Ability to provide specified services by contract start date.	10%
e. Has experience in providing services described in RFP.	5%
f. Meets staffing levels and requirements.	15%
g. Appropriate facility location to proposed service area, availability of transportation, and facility layout.	10%
h. Ability to provide required services in the specified 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	<ul style="list-style-type: none"> • Full understanding of target population, program services and strategies. • Full explanation of capacity, readiness, experience, staffing and qualifications. • Optimal treatment facility appropriately located.
4	<ul style="list-style-type: none"> • Broad understanding of target population, program services and strategies. • Broad explanation of capacity, readiness, experience, staffing and qualifications. • Appropriate treatment facility appropriately located.
3	<ul style="list-style-type: none"> • General understanding of target population, program services and strategies. • General explanation of capacity, readiness, experience, staffing and qualifications. • Adequate treatment facility appropriately located.
2	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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	<ul style="list-style-type: none"> • 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
<ul style="list-style-type: none"> • 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.

<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• 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.
<ul style="list-style-type: none">• 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

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

After the completion of Proposal evaluations 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.

2. 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.

3. 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.

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:

Pete Mendoza, Interim Director
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.

Following the County's protest procedure, a Proposer may appeal to DHCS if it believes that the County erroneously rejected the Proposer's solicitation for a contract. Vendor(s)/Applicant(s) that submit a bid to be a contract provider, but are not selected, must exhaust the County's protest procedure if a Vendor(s)/Applicant(s) wishes to challenge the denial to DHCS. If the County does not render a decision within 30 calendar days after the protest was filed with the County, the protest shall be deemed denied and the Proposer may appeal the failure to DHCS as outlined in **Attachment N**.

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:

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; with attached copy of MOU	
10.	Attachment G – Financial Capability (Audited Financial Statements)	
11.	Attachment H – Indemnification and Insurance Requirements Affidavit	
12.	Attachment J – Budget Cover Page with appropriate budget submissions	
13.	Attachment K – References Form	
14.	Attachment P – SUDRS Provider Information Report	
15.	Attachment Q – Campaign Contribution Disclosure (SB 1439)	

TABLE OF CONTENTS

<u>Item</u>	<u>Page Number</u>
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STATEMENTS OF CERTIFICATION

	Statement	Agree (Initial)	Disagree with requirement (initial and explain in E- Exceptions)																																						
1.	Total Proposal amount requested: \$_____.																																								
2.	<p>Services will be provided as described in the Request for Proposals, beginning <u>January 1, 2024</u> and continuing through <u>December 31, 2028</u>, for the following population(s), providing the following level(s) of service, and in the following geographic region(s):</p> <table border="1" data-bbox="248 617 1089 1037"> <thead> <tr> <th colspan="2" data-bbox="248 617 1089 674">Age Range</th> </tr> </thead> <tbody> <tr> <td data-bbox="248 674 365 730"><input type="checkbox"/></td> <td data-bbox="365 674 1089 730">Youth (17 and under)</td> </tr> <tr> <td data-bbox="248 730 365 982"><input type="checkbox"/></td> <td data-bbox="365 730 1089 982"> <table border="1" data-bbox="365 787 1089 982"> <thead> <tr> <th colspan="2" data-bbox="365 787 1089 835">Adult (18 and older)</th> </tr> </thead> <tbody> <tr> <td data-bbox="365 835 457 982"><input type="checkbox"/></td> <td data-bbox="457 835 1089 982"> <table border="1" data-bbox="457 787 1089 982"> <thead> <tr> <th colspan="2" 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	<input type="checkbox"/>	East Valley/San Bernardino Metropolitan Region: Includes the communities of San Bernardino, Redlands, Loma Linda, Muscoy, Highland, East Highland, Bryn Mawr, and Yucaipa.		
	<input type="checkbox"/>	West Valley Region: Includes the communities of Rancho Cucamonga, Montclair, Upland, Ontario and Chino.		
	<input type="checkbox"/>	Central Valley Region: Includes the communities of Colton, Grand Terrace, Bloomington, Rialto and Fontana.		
	<input type="checkbox"/>	Desert/Mountain Region Includes the communities of Barstow, Victor Valley (Victorville, Hesperia, Apple Valley, Phelan, and Adelanto), Morongo Basin, Yucca Valley, Joshua Tree, 29 Palms, Needles, Trona, Big Bear, Rim of the World, Crestline, Lake Arrowhead and surrounding communities.		
3.	The offer made in the proposal is firm and binding for nine (9) months from the date the proposal is opened and recorded.			
4.	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.			
5.	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.			
6.	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.			
7.	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.			
8.	If selected, the Proposer agrees to comply with all applicable rules, laws, and regulations.			
9.	If selected, the Proposer agrees to submit verification of exclusion checks; in addition, verification of necessary licensure would be required prior to contract execution.			
10.	Proposer agrees to the right of the County, State and Federal governments to audit the Proposer's financial and other records.			
11.	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.			
12.	If selected, the Proposer agrees to comply with the County's Grievance and Complaint Procedure.			
13.	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

REPORTABLE CONDITIONS

	Statement	None to Disclose (Initial)	Disclosures (Initial and explain in Attachment E-Disclosures/Exceptions)
1.	<u>Former County Officials</u> Does the Proposer or agency/organization have any former county administrative officials who are employees or representatives?		
2.	<u>Similar Contracts</u> Has the Proposer or agency/organization had completed similar contracts or projects during the last five years?		
3.	<u>Terminated Contracts</u> Has the Proposer or agency/organization had any contracts terminated prior to the original termination date?		
4.	<u>Current Contracts</u> Does the Proposer or agency/organization have similar contracts currently in place?		
5.	<u>Controlling Interest</u> Does the Proposer or agency/organization have controlling interest in any agencies providing equivalent or similar services?		
6.	<u>Financial Interest</u> Does the Proposer or agency/organization have any financial interest in other lines of business?		
7.	<u>Pending Litigation</u> 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.	<u>Convictions or Adverse Court Rulings</u> 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. Refer to Attachment P		

Signature (*Authorized Signer*)

Date

Print/Type Name

Company/Agency

Address

Address

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 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 I

Budget Proposal - Sample

Budget Proposal – Sample

San Bernardino County
Department of Behavioral Health
SUBSTANCE USE DISORDER AND RECOVERY SERVICES
Residential Services
Instructions for completing Budget worksheets

NOTE: Enter information in cells highlighted in yellow.

Salary & Benefits Detail

Enter Provider Name, Provider Number, Facility Address, Preparer Name, Date, and Contract Number. This information will populate onto all other tabs in the workbook.

Enter Position Title of staff who will be performing the service. Do not enter their name.

Enter each employee's salary and hours (column 2 and 3)
Identify and enter program hours for services related to this contract.(column 5 through 8)

Identify and enter employees benefits for services related to this contract. (row 38 for column 5 through 8)

Treatment Budget Detail

Enter the cost by expenditure item for Treatment Services. If an expenditure item is not listed, you may use the row labeled "other " and add description to identify the expenditure.

Any Revenues received related to this contract should be identified in rows 42-45.

Proposed Bed Days is automatically populated from the Schedule A tab.

The Proposed Interim Rate is automatically populated taking the net cost divided by number of the proposed bed days.

Room & Board Budget Detail

Enter the annual actual cost related to the building only (rows 27-32). This table is used to allocate cost for Room and Board only. Allocation rate is determined by square footage calculation of Office/Units table.

Enter the cost by expenditure item for Room & Board.

Narrative

Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, etc.). For example, show how indirect costs or overhead were calculated.

Schedule A

Enter proposed beds by Treatment (3.1 RES, 3.3 RES, 3.5 RES, and 3.2 WM) and Room & Board for each funding category.

Signatures are not required. They will be obtained after DBH review.

San Bernardino County
Department of Behavioral Health
SUBSTANCE USE DISORDER AND RECOVERY SERVICES
Residential Services
Treatment Budget Detail
BUDGET PERIOD: January 1, 2024 - June 30, 2024

PROVIDER NAME: 0 PREPARER: 0
 PROVIDER NUMBER (36xx): 0 DATE: 1/01/2024
 FACILITY ADDRESS: 0 CONTRACT NO: 0

	PROPOSED DBH CONTRACT				
	3.1 RES	3.3 RES	3.5 RES	3.2 WM	TOTAL COST
Total Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Communications					\$ -
Food					\$ -
Insurance					\$ -
Office Supplies					\$ -
Printing/Publications					\$ -
Training					\$ -
Rents & Leases Structure					\$ -
Drug Testing / Program supplies					\$ -
Professional Services					\$ -
Utilities					\$ -
Depreciation					\$ -
Medical Expenses					\$ -
Facility Maintenance Supplies					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Total Services and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue:					
Fees					\$ -
Insurance					\$ -
Food Stamps					\$ -
Other Revenue					\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Net Treatment Cost	\$ -	\$ -	\$ -	\$ -	\$ -

PROPOSED # OF BED DAYS	0	0	0	0
PROPOSED INTERIM RATES	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

San Bernardino County
Department of Behavioral Health
SUBSTANCE USE DISORDER AND RECOVERY SERVICES
Residential Services
Room & Board Budget Detail
 BUDGET PERIOD: January 1, 2024 - June 30, 2024

PROVIDER NAME: 0 _____ PREPARER: 0 _____
 PROVIDER NUMBER (36xx): 0 _____ DATE: 1/0/1900 _____
 FACILITY ADDRESS: 0 _____ CONTRACT NO: 0 _____

Offices/Units	Facility (Sq Ft)	Room & Board (Sq Ft)	Treatment (Sq Ft)	Other
Offices				
Group Rooms				
Kitchen				
Medical Records				
General Storage				
Conference Room				
Space not used by CRT				
Commen Areas				
Bedrooms				
Resident's Showers and				
Total	-	-	-	-
%		0%	0%	0%

Related Costs (Building)	Annual Actual Cost	Alloc % to Room & Board	Room & Board
Facility Lease		0%	\$ -
Property Taxes		0%	\$ -
Property Insurance		0%	\$ -
Housekeeping		0%	\$ -
Laundry		100%	\$ -
Dietary		100%	\$ -
		Total	\$ -

PROPOSED ROOM & BOARD INTERIM RATE	#DIV/0!
---	---------

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Proposed Schedule "A"**

BUDGET PERIOD: January 1, 2024 - June 30, 2024

PROVIDER NAME:	0	PREPARER:	0
PROVIDER NUMBER (36xxx):	0	DATE:	1/01/1900
FACILITY ADDRESS:	0	CONTRACT NUMBER:	0

FUNDING SOURCE	BLOCK GRANT	CALWORKS	CFS	AB109	DRUG MEDI-	TOTAL
3.1 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.3 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.5 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.2 WITHDRAWAL MANAGEMENT						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ROOM & BOARD						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -		\$ -
BED DAYS	-	-	-	-		0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!
TOTALS						
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BED DAYS						0
TOTAL BEDS						0

* Rounded to nearest dollar

APPROVAL SIGNATURES:

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SUPERVISOR/ or DESIGNEE	DATE	DBH PROGRAM MANAGER/ or DESIGNEE	DATE
PRINTED NAME		PRINTED NAME		PRINTED NAME	

San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Salary & Benefits

BUDGET PERIOD: July 1, 2028 - December 31, 2028

PROVIDER NAME:
 PROVIDER NUMBER (36xxx):
 FACILITY ADDRESS:

PREPARER:
 DATE:
 CONTRACT NUMBER:

PROPOSED DBH CONTRACT													
(1) POSITION TITLE	(2) Hourly Rate	(3) Hours	(4) Salary	(5) 3.1 RES		(6) 3.3 RES		(7) 3.5 RES		(8) 3.2 WM		(9) TOTAL	
				HRS	SALARY	HRS	SALARY	HRS	SALARY	HRS	SALARY	HRS	SALARY
			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
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			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
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			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
			\$ -		\$ -		\$ -		\$ -		\$ -	0	\$ -
			\$ -		\$ -		\$ -						

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Treatment Budget Detail
 BUDGET PERIOD: July 1, 2028 - December 31, 2028**

PROVIDER NAME: 0 _____ PREPARER: 0 _____
 PROVIDER NUMBER (36xxx): 0 _____ DATE: 1/01/200 _____
 FACILITY ADDRESS: 0 _____ CONTRACT NO: 0 _____

	PROPOSED DBH CONTRACT				
	3.1 RES	3.3 RES	3.5 RES	3.2 WM	TOTAL COST
Total Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Communications					\$ -
Food					\$ -
Insurance					\$ -
Office Supplies					\$ -
Printing/Publications					\$ -
Training					\$ -
Rents & Leases Structure					\$ -
Drug Testing / Program supplies					\$ -
Professional Services					\$ -
Utilities					\$ -
Depreciation					\$ -
Medical Expenses					\$ -
Facility Maintenance Supplies					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Total Services and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue:					
Fees					\$ -
Insurance					\$ -
Food Stamps					\$ -
Other Revenue					\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Net Treatment Cost	\$ -	\$ -	\$ -	\$ -	\$ -

PROPOSED # OF BED DAYS	0	0	0	0
PROPOSED INTERIM RATES	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Room & Board Budget Detail
 BUDGET PERIOD: July 1, 2028 - December 31, 2028**

PROVIDER NAME:	<u>0</u>	PREPARER:	<u>0</u>
PROVIDER NUMBER (36xx):	<u>0</u>	DATE:	<u>1/0/1900</u>
FACILITY ADDRESS:	<u>0</u>	CONTRACT NO:	<u>0</u>

Offices/Units	Facility (Sq Ft)	Room & Board (Sq Ft)	Treatment (Sq Ft)	Other
Offices				
Group Rooms				
Kitchen				
Medical Records				
General Storage				
Conference Room				
Space not used by CRT				
Commen Areas				
Bedrooms				
Resident's Showers and				
Total	-	-	-	-
%		0%	0%	0%

Related Costs (Building)	Annual Actual Cost	Alloc % to Room & Board	Room & Board
Facility Lease		0%	\$ -
Property Taxes		0%	\$ -
Property Insurance		0%	\$ -
Housekeeping		0%	\$ -
Laundry		100%	\$ -
Dietary		100%	\$ -
		Total	\$ -

PROPOSED ROOM & BOARD INTERIM RATE	#DIV/0!
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San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Budget Narrative
 BUDGET PERIOD: July 1, 2028 - December 31, 2028

PROVIDER NAME: 0 _____ PREPARER: 0 _____
 PROVIDER NUMBER (36xx): 0 _____ DATE: 1/0/1900 _____
 FACILITY ADDRESS: 0 _____ CONTRACT NO: 0 _____

Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE, etc.). For example, show how indirect costs or overhead were calculated.		
Item	Cost	Justification
Communications	\$ -	
Food	\$ -	
Insurance	\$ -	
Office Supplies	\$ -	
Printing/Publications	\$ -	
Training	\$ -	
Rents & Leases Structure	\$ -	
Drug Testing / Program supplies	\$ -	
Professional Services	\$ -	
Utilities	\$ -	
Depreciation	\$ -	
Medical Expenses	\$ -	
Facility Maintenance Supplies	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	

Note: Contractor may use a "de minimis" ten percent (10%) of the Modified Total Direct Cost (MTDC) of the program. Otherwise, contractor must have a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for nonprofit organization on behalf of all Federal agencies.

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Proposed Schedule "A"**

BUDGET PERIOD: July 1, 2028 - December 31, 2028

PROVIDER NAME:	0	PREPARER:	0
PROVIDER NUMBER (36xxx):	0	DATE:	1/01/200
FACILITY ADDRESS:	0	CONTRACT NUMBER:	0

FUNDING SOURCE	BLOCK GRANT	CALWORKS	CFS	AB109	DRUG MEDI-	TOTAL
3.1 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.3 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.5 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.2 WITHDRAWAL MANAGEMENT						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ROOM & BOARD						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -		\$ -
BED DAYS	-	-	-	-		0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!
TOTALS						
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BED DAYS						0
TOTAL BEDS						0

* Rounded to nearest dollar

APPROVAL SIGNATURES:

PROVIDER AUTHORIZED SIGNATURE	DATE	DBH FISCAL SUPERVISOR/ or DESIGNEE	DATE	DBH PROGRAM MANAGER/ or DESIGNEE	DATE
PRINTED NAME		PRINTED NAME		PRINTED NAME	

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Treatment Budget Detail
 BUDGET PERIOD: July 1, 2024 - June 30, 2025**

PROVIDER NAME: 0 _____ PREPARER: 0 _____
 PROVIDER NUMBER (36xx): 0 _____ DATE: 1/01/3000 _____
 FACILITY ADDRESS: 0 _____ CONTRACT NO: 0 _____

	PROPOSED DBH CONTRACT				
	3.1 RES	3.3 RES	3.5 RES	3.2 WM	TOTAL COST
Total Salaries and Benefits	\$ -	\$ -	\$ -	\$ -	\$ -
Communications					\$ -
Food					\$ -
Insurance					\$ -
Office Supplies					\$ -
Printing/Publications					\$ -
Training					\$ -
Rents & Leases Structure					\$ -
Drug Testing / Program supplies					\$ -
Professional Services					\$ -
Utilities					\$ -
Depreciation					\$ -
Medical Expenses					\$ -
Facility Maintenance Supplies					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Other-					\$ -
Total Services and Supplies	\$ -	\$ -	\$ -	\$ -	\$ -
Total Cost	\$ -	\$ -	\$ -	\$ -	\$ -
Revenue:					
Fees					\$ -
Insurance					\$ -
Food Stamps					\$ -
Other Revenue					\$ -
Total Revenue	\$ -	\$ -	\$ -	\$ -	\$ -
Net Treatment Cost	\$ -	\$ -	\$ -	\$ -	\$ -

PROPOSED # OF BED DAYS	0	0	0	0
PROPOSED INTERIM RATES	#DIW/O!	#DIW/O!	#DIW/O!	#DIW/O!

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Room & Board Budget Detail
 BUDGET PERIOD: July 1, 2024 - June 30, 2025**

PROVIDER NAME:	0 _____	PREPARER:	0 _____
PROVIDER NUMBER (36xx):	0 _____	DATE:	1/0/1900 _____
FACILITY ADDRESS:	0 _____	CONTRACT NO:	0 _____

Offices/Units	Facility (Sq Ft)	Room & Board (Sq Ft)	Treatment (Sq Ft)	Other
Offices				
Group Rooms				
Kitchen				
Medical Records				
General Storage				
Conference Room				
Space not used by CRT				
Commen Areas				
Bedrooms				
Resident's Showers and Restrooms				
Total	-	-	-	-
%		0%	0%	0%

Related Costs (Building)	Annual Actual Cost	Alloc % to Room & Board	Room & Board
Facility Lease		0%	\$ -
Property Taxes		0%	\$ -
Property Insurance		0%	\$ -
Housekeeping		0%	\$ -
Laundry		100%	\$ -
Dietary		100%	\$ -
		Total	\$ -

PROPOSED ROOM & BOARD INTERIM RATE	#DIV/0!
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San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Budget Narrative
 BUDGET PERIOD: July 1, 2024 - June 30, 2025

PROVIDER NAME: 0 _____ PREPARER: 0 _____
 PROVIDER NUMBER (36xx): 0 _____ DATE: 1/0/1900 _____
 FACILITY ADDRESS: 0 _____ CONTRACT NO: 0 _____

Explain each expense by line item. Provide an explanation for determination of all figures (rate, duration, quantity, Benefits, FTE, etc.). For example, show how indirect costs or overhead were calculated.		
Item	Cost	Justification
Communications	\$ -	
Food	\$ -	
Insurance	\$ -	
Office Supplies	\$ -	
Printing/Publications	\$ -	
Training	\$ -	
Rents & Leases Structure	\$ -	
Drug Testing / Program supplies	\$ -	
Professional Services	\$ -	
Utilities	\$ -	
Depreciation	\$ -	
Medical Expenses	\$ -	
Facility Maintenance Supplies	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	
Other-	\$ -	

Note: Contractor may use a "de minimis" ten percent (10%) of the Modified Total Direct Cost (MTDC) of the program. Otherwise, contractor must have a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rates for nonprofit organization on behalf of all Federal agencies.

**San Bernardino County
 Department of Behavioral Health
 SUBSTANCE USE DISORDER AND RECOVERY SERVICES
 Residential Services
 Proposed Schedule "A"**

BUDGET PERIOD: July 1, 2024 - June 30, 2025

PROVIDER NAME:	0	PREPARER:	0
PROVIDER NUMBER (36xx):	0	DATE:	1/01/1900
FACILITY ADDRESS:	0	CONTRACT NUMBER:	0

FUNDING SOURCE	BLOCK GRANT	CALWORKS	CFS	AB109	DRUG MEDI-	TOTAL
3.1 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.3 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.5 RESIDENTIAL						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
3.2 WITHDRAWAL MANAGEMENT						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
BED DAYS	-	-	-	-	-	0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!
ROOM & BOARD						
EXPENDITURES	\$ -	\$ -	\$ -	\$ -		\$ -
BED DAYS	-	-	-	-		0
BEDS						0
BED DAY RATE	#DIV/0!	#DIV/0!	#DIV/0!	#DIV/0!		#DIV/0!
TOTALS						
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BED DAYS						0
TOTAL BEDS						0

* Rounded to nearest dollar

APPROVAL SIGNATURES:

PROVIDER AUTHORIZED SIGNATURE		DBH FISCAL SUPERVISOR/ or DESIGNEE		DBH PROGRAM MANAGER/ or DESIGNEE	
DATE		DATE		DATE	
PRINTED NAME		PRINTED NAME		PRINTED NAME	

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 available in ePro after the Proposal Conference or upon request, as appropriate.

ATTACHMENT K

REFERENCES

Name of Agency	Contact Name/Title	Address	Phone Number	Dates services provided (begin/end*)

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.

*Enter "**Present**" if still providing the services (Example: 10/08/03-Present).

Name of Authorized Representative: _____

Signature of Authorized Representative: _____

Title: _____

Date: _____

REFERENCE DOCUMENT

ATTACHMENT L

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 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

REFERENCE DOCUMENT

ATTACHMENT M

DATA SECURITY REQUIREMENTS

Pursuant to its contract with the State Department of Health Care Services, the Department of Behavioral Health (DBH) requires Contractor adhere to the following data security requirements:

A. Personnel Controls

1. **Formal Policies and Procedures.** Policies and procedures must be in place to reasonably protect against unauthorized uses and disclosures of patient identifying information and protect against reasonably anticipated threats or hazards to the security of patient identifying information. Formal policies and procedures must address 1) paper records and 2) electronic records, as specified in 42 CFR §2.16.
2. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of DBH, or access or disclose DBH Protected Health Information (PHI) or Personal Information (PI) must complete information privacy and security training, at least annually, at Contractor's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
3. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
4. **Confidentiality Statement.** All persons that will be working with DBH PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The Statement must be signed by the workforce member prior to accessing DBH PHI or PI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for DBH inspection for a period of six (6) years following termination of the Agreement.
5. **Background Check.** Before a member of the workforce may access DBH PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years.

B. Technical Security Controls

1. **Workstation/Laptop Encryption.** All workstations and laptops that store DBH PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by DBH's Office of Information Technology.
2. **Server Security.** Servers containing unencrypted DBH PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
3. **Minimum Necessary.** Only the minimum necessary amount of DBH PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable Media Devices.** All electronic files that contain DBH PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes, etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

5. Antivirus / Malware Software. All workstations, laptops and other systems that process and/or store DBH PHI or PI must install and actively use comprehensive anti-virus software / Antimalware software solution with automatic updates scheduled at least daily.
6. Patch Management. All workstations, laptops and other systems that process and/or store DBH PHI or PI must have all critical security patches applied with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Application and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
7. User IDs and Password Controls. All users must be issued a unique user name for accessing DBH PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - a. Upper case letters (A-Z)
 - b. Lower case letters (a-z)
 - c. Arabic numerals (0-9)
 - d. Non-alphanumeric characters (special characters))
8. Data Destruction. When no longer needed, all DBH PHI or PI must be wiped using the Gutmann or U.S. Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing and in accordance with 42 C.F.R. § 2.16 Security for Records. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of DBH's Office of Information Technology.
9. System Timeout. The system providing access to DBH PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
10. Warning Banners. All systems providing access to DBH PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
11. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DBH PHI or PI, or which alters DBH PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DBH PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence.
12. Access Controls. The system providing access to DBH PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. Transmission Encryption. All data transmissions of DBH PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing

DBH PHI can be encrypted. This requirement pertains to any type of DBH PHI or PI in motion such as website access, file transfer, and E-Mail.

14. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting DBH PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

C. Audit Controls

1. System Security Review. Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing DBH PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
2. Log Review. All systems processing and/or storing DBH PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
3. Change Control. All systems processing and/or storing DBH PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

D. Business Continuity/Disaster Recovery Controls

1. Emergency Mode Operation Plan. Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of DBH PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
2. Data Backup Plan. Contractor must have established documented procedures to backup DBH PHI to maintain retrievable exact copies of DBH PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DBH PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DBH data.

E. Paper Document Controls

1. Supervision of Data. DBH PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DBH PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
2. Escorting Visitors. Visitors to areas where DBH PHI or PI is contained shall be escorted and DBH PHI or PI shall be kept out of sight while visitors are in the area.
3. Confidential Destruction. DBH PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing and in accordance with 42 C.F.R. § 2.16 Security for Records.
4. Removal of Data. Removal of DBH PHI or PI may not be removed from the premises of Contractor unless authorized under 42 CFR Part 2.
5. Faxing. Faxes containing DBH PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

6. Mailing. Mailings containing DBH PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible.

Mailings which include 500 or more individually identifiable records of DBH PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DBH to use another method is obtained.

ATTACHMENT N

REFERENCE DOCUMENT
Drug Medi-Cal Organized Delivery System
Department of Health Care Services Appeals Process

1. Following the County's contract protest procedure, a Proposer may appeal to Department of Health Care Services (DHCS) if it believes that the County erroneously rejected the Proposer's solicitation for a contract.
2. A Proposer may appeal to DHCS, following an unsuccessful County contract protest, if the Proposer:
 - Meets all objective qualifications needed to provide services;
 - Has reason to believe the County has an inadequate network of Proposers to meet beneficiary needs; and
 - Can demonstrate it is capable of high quality services under the, DHCS approved, county rates for service.

DHCS will review the evidence presented during the appeal and make a determination. DHCS will base its decision on the Proposer's ability to successfully demonstrate:

- The contract was denied for reasons unrelated to the quality of the Proposer/network adequacy; and/or
 - The County rejection was based on arbitrary or inappropriate County fiscal limitations; and/or
 - The County did not adhere to established selection criteria for awarding Proposer contracts.
3. To initiate the DHCS appeal process the Proposer must notify the County of its intent to appeal to DHCS via certified mail, facsimile, or personal delivery within 30 calendar days from the date of the County's appeal decision. The notice must be accompanied by a Proof of Service.
 4. The Proposer is required to notify DHCS of its intent to appeal the County's decision by submitting the DMC-ODS Waiver Proposer Selection Appeal Form (Appeal Form) within 30 calendar days from the date of the County's appeal decision. The Appeal Form can be found on the DHCS website at http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx and submitted, along with the required supporting documents to ODSSubmissions@dhcs.ca.gov.
 5. The required supporting documents are listed on the Appeal Form and include the following:
 - a. Proof of Services to the County;
 - b. County's solicitation document;
 - c. Proposer's response to the County's solicitation document;
 - d. County's written decision not to contract;
 - e. Documentation submitted for purposes of the County level appeal;
 - f. Decision from County level appeal; and
 - g. Evidence supporting the basis of the DHCS appeal.

6. Upon being notified of a Proposer's intent to appeal to DHCS, the County has ten working days from the date set forth on the Proposer's Proof of Service to submit a written response, with supporting

documents, to DHCS via email. This response must also be delivered to the Proposer via certified mail, facsimile, or personal delivery within the same ten working day timeframe. The response must include:

- The qualification and selection procedures set forth in its solicitation documents; and
 - Current data pertaining to the number of Proposers within the County, the capacity of those Proposers, and the number of beneficiaries served in the County, including any anticipated change in need and the rationale for the change; and
 - The basis for asserting the appealing Proposer should not have awarded contract based upon the County's solicitation procedures.
7. Upon receiving the County's response to the Proposer's appeal, DHCS has ten calendar days to schedule an appeal meeting. This meeting will be facilitated by DHCS. Following the facilitated discussion, DHCS will review the evidence provided and will make a determination.
 8. If it is determined the County has erroneously rejected a Proposers proposal, the County is required to submit a Corrective Action Plan (CAP) to address the deficiency. The CAP is required to detail how the County will follow its solicitation procedure to remedy the issue(s) identified by DHCS and include the date this will be achieved. If the DHCS-approved CAP is not promptly implemented, DHCS may terminate the County's DMC-ODS Waiver contract and the County will revert to providing State Plan services. The decision issued by DHCS is final and cannot be appealed. The decision issued by DHCS shall be final and not appealable.
 9. DHCS does not have the authority to enforce State or Federal equal employment opportunity laws. If the Proposer believes the county violated laws or terms outside the scope of the Proposer appeal process, it may file a claim with the appropriate department.

REFERENCE DOCUMENT
Unusual Occurrence/Incident Report (County Form QM053)

UNUSUAL OCCURRENCE/INCIDENT REPORT

(Not part of Medical Record)

CLIENT INFORMATION		Last Name _____ First Name _____	
Chart No. _____	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female <input checked="" type="checkbox"/> Unknown	Age _____	Birthdate: _____
Reporting Clinic/Contract Agency _____		Date last seen by Staff _____	
Name of Clinic/Contractor _____		Family Notified: <input type="checkbox"/> Telephone <input type="checkbox"/> Letter <input type="checkbox"/> None	
Name of Program Delivering Services _____		Family Contact Name _____	
Client Address/Phone _____			
INCIDENT (Please check all that apply)		<input type="checkbox"/> Disturbance/Destruction of Property** <input type="checkbox"/> Dangerous Behavior -- Self <input type="checkbox"/> Dangerous Behavior -- Others <input type="checkbox"/> Victimized <input type="checkbox"/> Sexual Behavior <input type="checkbox"/> Medical/Injury** <input type="checkbox"/> Death* Date Deceased _____ <input type="checkbox"/> Other _____	
LOCATION OF INCIDENT		<input type="checkbox"/> Within Clinic <input type="checkbox"/> Surrounding Clinic (grounds, parking lot,) <input type="checkbox"/> Residential <input type="checkbox"/> Client Residence, Independent Living <input type="checkbox"/> Other (Please specify)	
EXPLANATION OF INCIDENT* <small>include names of witnesses</small>		DATE OF INCIDENT: _____	TIME: _____
WITNESSES:			
ACTION TAKEN (Please check all that apply)		<input type="checkbox"/> Counseling, reassuring, removal of client <input type="checkbox"/> First Aid <input type="checkbox"/> Consulting with Physician (Phone or office visit) <input type="checkbox"/> Called Paramedics <input type="checkbox"/> Staff escort out of building <input type="checkbox"/> Police called <input type="checkbox"/> Other Report (CFS, APS, Licensing) <input type="checkbox"/> Other (Please Specify) _____	
EXPLANATION OF ACTION TAKEN*			
SUPERVISORS COMMENTS* <small>Include, e.g.: Family Responses, Date of Last Service, Last ID Note comments (SI, HI, Grave Disability, etc.), Client compliance issues (transportation, child care, etc.) as appropriate</small>			
Signature of Supervisor _____			
NOTIFICATION (check all that apply, include date and method of notification ie, phone, fax, email in the space provided)			
<input type="checkbox"/> Director _____	<input type="checkbox"/> Program Manager _____	<input type="checkbox"/> Assistant Director _____	<input type="checkbox"/> Department Safety Coordinator _____
<input type="checkbox"/> Deputy Director _____	<input type="checkbox"/> Medical Director _____	<input type="checkbox"/> Chief Compliance Officer _____	<input type="checkbox"/> Program Coordinator _____
AUTHOR INFORMATION (Who completed form)		Date _____	Title _____
Printed Name _____			
Signature _____			

*Add additional sheet as needed **Follow-up outcome should be reported to the Office of Compliance**

**Office of compliance shall determine if report required to Department of Risk Management

ATTACHMENT P

SUDRS Provider Information Report

658 E. Brier Dr., Suite 250, San Bernardino CA, 92415-0026 | Phone: 800-988-2636 • Fax: 909-501-0831

www.SBCounty.gov



Behavioral Health
 Substance Use Disorder and Recovery Services

Provider Information Report

ORGANIZATIONAL INFORMATION			
Today's Date	<input type="checkbox"/> Initial	<input type="checkbox"/> Update	DBH Contract Start Date
Organization Name		Website Address	
Administration Address			
Administration Hours			
Administrative Contact Name		Administrative Contact E-mail Address	Administrative Contact Phone Number
Title			
Name of designated back-up contact		Designated back-up E-mail Address	Designated back-up Phone Number
Title			
<i>Fiscal</i> Contact Name		<i>Fiscal</i> Contact E-mail Address	<i>Fiscal</i> Contact Phone Number
Title			
Is your organization non-profit or for-profit? Please check option: <input type="checkbox"/> Non-Profit <input type="checkbox"/> For-Profit			
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 Number	
Status of the Medical Director: <input type="checkbox"/> Employee of the organization listed above <input type="checkbox"/> Contracted Medical Director <input type="checkbox"/> Memorandum of Understanding (MOU) between the Organization and the Medical Director			
Are any other staff (e.g. LPHA, AOD Counselors or Peers) providing services for your organization and this contracted via an MOU or contract? <input type="checkbox"/> Yes <input type="checkbox"/> No			

658 E. Brier Dr., Suite 250, San Bernardino CA, 92415-0026 | Phone: 800-968-2636 • Fax: 909-501-0831

www.SBCounty.gov



**Behavioral Health
 Substance Use Disorder and Recovery Services**

If the answer to the question above is yes: please list the individual(s) name and title:		
Facility/Clinic Hours (Please list):		
Are extended night/weekend and/or holiday clinic hours offered? <input type="checkbox"/> Yes <input type="checkbox"/> No (If yes, please list days and hours below)		
Drug Medi-Cal (DMC) Certified? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Pending (If pending please list date application submitted):		
If DMC Certified Provide 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 <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> 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		
Outpatient/Intensive Outpatient /Recovery Services (check all that apply):		
<input type="checkbox"/> Perinatal	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult
<input type="checkbox"/> Recovery Services	<input type="checkbox"/> 1.0 Outpatient	<input type="checkbox"/> 2.1 Intensive Outpatient
Residential Treatment Services (check all that apply):		
<input type="checkbox"/> Perinatal	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult
<input type="checkbox"/> 3.1 Low – Intensity Residential	<input type="checkbox"/> 3.3 High – Intensity Residential (population specific)	<input type="checkbox"/> 3.5 High – Intensity Residential
<input type="checkbox"/> 3.7 Medically Monitored Inpatient	<input type="checkbox"/> 4.0 Medically Managed Inpatient	
Withdrawal Management (check all that apply):		
<input type="checkbox"/> Perinatal	<input type="checkbox"/> Youth	<input type="checkbox"/> Adult
<input type="checkbox"/> 1-WM	<input type="checkbox"/> 2-WM	<input type="checkbox"/> 3.2-WM
<input type="checkbox"/> 3.7-WM	<input type="checkbox"/> 4.0-WM	

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www.SBCounty.gov



Behavioral Health
 Substance Use Disorder and Recovery Services

Provider Information Report

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.
<input type="checkbox"/> 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.
<input type="checkbox"/> 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.
<input type="checkbox"/> 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.
<input type="checkbox"/> Trauma-Informed Treatment: Services shall take into account and understanding of trauma, and place priority on trauma survivors' safety, choice and control.
<input type="checkbox"/> Psycho-Education: Psycho-educational groups are designed to educate patients about substance abuse, 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. <i>(Specify name and author of the EB curriculum)</i>
Do you provide curriculum in any other language? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>[If yes, specify language(s)]</i>
Does your organization utilize an Electronic Health Records (EHR)? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, will you be utilizing electronic signature? <input type="checkbox"/> Yes <input type="checkbox"/> No
Does your organization have a current Cultural Competency Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>(If yes, please provide a copy of the plan)</i>



Attachment Q Campaign Contribution Disclosure (SB 1439)

PROPOSAL INFORMATION

Request for Proposal Title: _____

Request for Proposal Number: _____

DEFINITIONS

Actively supporting the matter: (a) Communicate directly with a member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, District Attorney, Auditor-Controller/Treasurer/Tax Collector] for the purpose of influencing the decision on the matter; or (b) testifies or makes an oral statement before the County in a proceeding on the matter for the purpose of influencing the County's decision on the matter; or (c) communicates with County employees, for the purpose of influencing the County's decision on the matter; or (d) when the person/company's agent lobbies in person, testifies in person or otherwise communicates with the Board or County employees for purposes of influencing the County's decision in a matter.

Agent: A third-party individual or firm who, for compensation, is representing a party or a participant in the matter submitted to the Board of Supervisors. If an agent is an employee or member of a third-party law, architectural, engineering or consulting firm, or a similar entity, both the entity and the individual are considered agents.

Otherwise related entity: An otherwise related entity is any for-profit organization/company which does not have a parent-subsidary relationship but meets one of the following criteria:

- (1) One business entity has a controlling ownership interest in the other business entity;
- (2) there is shared management and control between the entities; or
- (3) a controlling owner (50% or greater interest as a shareholder or as a general partner) in one entity also is a controlling owner in the other entity.

For purposes of (2), "shared management and control" can be found when the same person or substantially the same persons own and manage the two entities; there are common or commingled funds or assets; the business entities share the use of the same offices or employees, or otherwise share activities, resources or personnel on a regular basis; or there is otherwise a regular and close working relationship between the entities.

Parent-Subsidiary Relationship: A parent-subsidiary relationship exists when one corporation has more than 50 percent of the voting power of another corporation.

Proposers must respond to the questions on the following page. If a question does not apply respond N/A or Not Applicable.

Amount(s): _____

Please add an additional sheet(s) to identify additional Board Members/County elected officers to whom anyone listed made campaign contributions.

By signing the Proposal, Proposer certifies that the statements made herein are true and correct. The Proposer understands that the individuals and entities listed in Question Nos. 1-4 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officers while this matter is pending and for 12 months after a final decision by the County.

ATTACHMENT R

CERTIFICATION REGARDING DEBARMENT OR SUSPENSION; CALIFORNIA SECRETARY OF STATE BUSINESS ENTITY REGISTRATION

In compliance with contracts and grants Contracts applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
2. The Proposer certifies, to the best of its knowledge and belief, that neither any subcontractor listed in its Proposal, nor subcontractor's Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or nonprocurement programs, or are individually or collectively listed as such in the United States General Services Administration's System for Award Management (SAM) website (www.sam.gov).
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The Proposer shall provide immediate written notice to the Purchasing Agent if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes in circumstances.
5. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the County, the County may terminate the Contract resulting from this RFP for default.
6. Proposer affirms that neither it, nor any subcontractor listed in the Proposal, has any record of recent unsatisfactory performance with the County during the past twenty-four (24) months at a minimum.
7. 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.