



State of California—Health and Human Services Agency  
**Department of Health Care Services**



April 11, 2022

TO: County Behavioral Health Directors  
County Behavioral Health Program Chiefs  
County Behavioral Health Fiscal Officers

SUBJECT: State Fiscal Years 2022-23 and 2023-24 Substance Abuse  
Prevention and Treatment Block Grant Program Funding

EXPIRES: May 11, 2022

This letter transmits the documents and instructions required to complete the Substance Abuse Prevention and Treatment Block Grant (SABG) County Application for State Fiscal Years (SFY) 2022-23 and 2023-24:

1. Enclosure 1 – Funding Allocation & Application Instructions
2. Enclosure 2 – Program Specifications
3. Enclosure 3 – Budget Detail and Payment Provisions
4. Enclosure 4 – Documents Incorporated by Reference
5. Enclosure 5 – Special Terms and Conditions

The Department of Health Care Services (DHCS) allocates SABG funding to counties to establish or expand state and local alcohol and other drug abuse prevention, care, treatment, and rehabilitation programs. For DHCS to allocate the SABG funds for these purposes, all counties receiving funds must abide by the conditions of Title XIX, Part B of the Public Health Services Act, as well as those conditions established by other federal and state laws, regulations, policies, and guidelines.

### **APPLICATION DEADLINE**

Counties are required to prepare and submit a SABG County Application in accordance with the enclosures and attachments accompanying this letter. Late submissions may delay funding.

Application documents must be submitted electronically, as detailed in Enclosure 1, to [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov), no later than close of business on **May 11, 2022**.

**SPECIAL CONSIDERATIONS**

SABG funds cannot be used for the following:

1. To provide inpatient hospital services;
2. To make cash payments to intended recipients of health services;
3. To purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment;
4. To satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
5. To provide financial assistance to any entity other than a public or nonprofit private entity;
6. To provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for Acquired Immunodeficiency Syndrome (AIDS); or
7. To purchase treatment services in penal or correctional institutions

Additionally, the SABG Notice of Award Special Terms and Conditions restrict funds provided under this grant to pay the salary of an individual through this grant at a rate in excess of Level II of the Executive Salary Schedule for the award year.

**SABG RECORD RETENTION**

In alignment with the County Performance Contract and Welfare and Institutions Code 14124.1, Part IV of Enclosure 3 and Section 7 of Enclosure 5 of the Biennial SABG 2022-24 County Application have been updated to reflect a SABG record retention period of 10 years.

**COST-SHARING ASSISTANCE (CSA)**

Counties are able to include CSA in their SABG plans. DHCS is authorizing the use of SABG funds to help individuals satisfy cost-sharing requirements for SABG authorized services, if cost-effective and in accordance with block grant laws and regulations. SABG funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. CSA does not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

For more information, please reference Enclosure 2, Section G of the Biennial SABG 2022-24 County Application and [Behavioral Health Information Notice 21-002](#).

## HIV EARLY INTERVENTION SERVICES

Counties are allowed to use up to five percent of their total SFY SABG allocation for oral fluid rapid HIV testing as well as HIV pre- and post-test counseling. The five percent limit is federally imposed, and counties that exceed this limitation will be noncompliant with this federal requirement. Instead of a traditional set-aside, in which a portion of the county's total SFY SABG allocation is earmarked to be spent only on certain services and activities, DHCS will establish annual HIV EIS allowances for each county. Counties may use their Discretionary SABG funds for HIV EIS activities up to the predetermined allowance amount. Participating counties must comply with all relevant block grant laws and regulations.

For more information, please reference Enclosure 2, Section H of the Biennial SABG 2022-24 County Application and [Behavioral Health Information Notice 21-007](#).

## REPORTING AND FISCAL REQUIREMENTS

Counties receiving SABG funding are obligated to adhere to the fiscal requirements outlined in the Budget Detail and Payment Provisions (Enclosure 3). The Quarterly SABG invoices are due to DHCS 45 days after the end of each quarter: November 15, February 15, May 15, and August 15. The quarterly reports shall be submitted by e-mail to: [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov)

Counties must fully expend their SFY 2022-23 SABG allocations by **June 30, 2023** and their SFY 2023-24 SABG allocations by **June 30, 2024**.

Should you have any questions please contact the SABG team at [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov).

Sincerely,



**Waheeda Sabah, Section Chief**

Contracts and Fiscal Section  
Federal Grants Branch  
Community Services Division  
Department of Health Care Services

**Substance Abuse Prevention and Treatment Block Grant (SABG)  
Biennial Funding Allocation & Application Instructions  
State Fiscal Years 2022-23 and 2023-24**

San Bernardino

04/11/2022

**County Name****Date**

PNJMSCHTMVF7

☒ Entity Data Detail.pdf document included**\*See Unique Entity Identifier Update below for new SAM requirement.**

	<b>SFY 2022-23</b>	<b>SFY 2023-24</b>
<b>Proposed Total Allocation</b>	\$ 10,626,383	\$ 10,626,383
<b>Discretionary</b>	\$ 7,367,898	\$ 7,367,898
<b>5% HIV EIS Allowance</b>	\$ 531,319	\$ 531,319
<b>Prevention Set-Aside</b>	\$ 2,652,846	\$ 2,652,846
<b>Friday Night Live/Club Live</b>	\$ 45,000	\$ 45,000
<b>Perinatal</b>	\$ 248,296	\$ 248,296
<b>Adolescent/Youth</b>	\$ 312,343	\$ 312,343

The County requests SABG funding pursuant to the terms and conditions of this application and its associated instructions, enclosures, and attachments. These funds will be subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 Code of Federal Regulations (CFR) Part 200, as codified by the U.S. Department of Health and Human Services in 45 CFR Part 75.

These estimates are the proposed total allocations for State Fiscal Years (SFY) 2022-23 and 2023-24 and are subject to change based on the level of appropriation approved in the State Budget Act of 2022 and State Budget Act of 2023. In addition, this amount is subject to adjustments for a net reimbursable amount to the County. These adjustments include, but are not limited to, Federal Deficit Reduction Act reductions, prior year audit recoveries, legislative mandates applicable to categorical funding, augmentations, etc. The net amount reimbursable will be reflected in reimbursable payments as the specific dollar amounts of adjustments become known for each county.

The County will use this estimate to build the County's SFY 2022-23 and SFY 2023-24 budget for the provision of alcohol and drug services.

**Authorized Signature****Date**

Georgina Yoshioka, Interim Director

**Printed Name and Title**

The SABG County Application must include the following:

1. **Signed Enclosure 1**

2. **Detailed Budget**

Please complete one per program in the Excel County Workbook template provided. Examples of programs include the base SABG Discretionary allocation, the Primary Prevention Set-Aside, the Adolescent and Youth Treatment Program, the Perinatal Set-Aside, Friday Night Live/Club Live, and any other SABG-funded programs or initiatives administered by the County.

3. **Program Narrative**

Each Detailed Budget must have a corresponding Program Narrative—please ensure the document and program titles of the Budget and the Narrative correspond (see DHCS Narrative Template).

The Primary Prevention Set-Aside Budget and Narrative components of the Biennial 2022-2024 SABG County Application involve additional requirements. See Prevention Set-Aside Appendix for further instruction.

All other Program Narratives shall be no longer than 10 pages and must span the entire application period from July 1, 2022 through June 30, 2024. Each Program Narrative must identify and specify the activities to occur within each SFY (2022-23 and 2023-24) of the biennial period, and counties should not submit separate Program Narratives for each SFY.

Each Program Narrative must include the following sections lettered and in the same order as below in bold:

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose or goals of the program.
- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.
- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.
- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services in the county; also report on advances made to promote and sustain a culturally competent system.
- e) **Target Population and Service Areas:** specifies the populations or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and

intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.
- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.
- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

Completed SABG County Application packages must be submitted electronically in their entirety. Please submit program budgets in Excel format, and the corresponding narrative(s) in Word to [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov) no later than close of business on **May 11, 2022**.

Requests to revise approved SABG County Applications must be submitted to [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov). Implementation of any changes is contingent upon approval by DHCS.

#### **Unique Entity Identifier (UEI) Update**

The System for Award Management (SAM) website (SAM.gov) generated UEI will become the new official identifier on April 4, 2022, at which point the Federal government will stop using the DUNS number to uniquely identify entities.

More information regarding this transition can be found online at:

<https://sam.gov/content/duns-uei>

#### **SAM UEI Number**

Please note that counties applying for SABG funding are required to provide their SAM UEI created on SAM.gov to DHCS. Guidance can be found online at:

<https://sam.gov/content/duns-uei>

Your County’s SAM UEI number must also be registered and active in the SAM.gov website, and updated annually. Guidance can be found online at:

<https://sam.gov/content/duns-uei>

**The County must ensure the downloadable “Entity Data Detail.pdf” form obtained from the SAM.gov website is included with all other required application documents.** Applications will not be reviewed until a valid and current “Entity Data Detail.pdf” has been received from the County. Please check the box on top of page one to verify “Entity Data Detail.pdf” is included with required application documents.

Please reach out to our team via email at [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov) if your county requires additional assistance in downloading the “Entity Data Detail.pdf.”



# SAN BERNARDINO, COUNTY OF

**ALERT!** This entity is only available FOR OFFICIAL USE ONLY.

Unique Entity ID <b>PNJMSCHTMVF7</b>	CAGE / NCAGE <b>4BSW4</b>	Purpose of Registration <b>All Awards</b>
Registration Status <b>Active Registration</b>	Expiration Date <b>Jul 30, 2022</b>	
Physical Address <b>385 N Arrowhead AVE, San Bernardino, California 92415-0103 United States</b>	Mailing Address <b>385 N Arrowhead AVE 4TH Floor San Bernardino, California 92415-0120 United States</b>	

## Business Information

Doing Business as <b>(blank)</b>	Division Name <b>County Administrative Office</b>	Division Number <b>(blank)</b>
Congressional District <b>California 31</b>	State / Country of Incorporation <b>(blank) / (blank)</b>	URL <b>(blank)</b>
MPIN <b>*****4821</b>		

## Registration Dates

Activation Date <b>Aug 3, 2021</b>	Submission Date <b>Jul 30, 2021</b>	Initial Registration Date <b>Mar 3, 2006</b>
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## Entity Dates

Entity Start Date <b>Apr 26, 1853</b>	Fiscal Year End Close Date <b>Jun 30</b>
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## Immediate Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Highest Level Owner

CAGE <b>(blank)</b>	Legal Business Name <b>(blank)</b>
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## Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

**No**

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a Unique Entity ID, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

**Not Selected**

## Proceedings Questions

Is your business or organization, as represented by the Unique Entity ID on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

**Yes**

Does your business or organization, as represented by the Unique Entity ID on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

**Yes**

Within the last five years, had the business or organization (represented by the Unique Entity ID on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty,

reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

No

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure	Entity Type	Organization Factors
U.S. Government Entity	US Local Government	(blank)
Profit Structure		
(blank)		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Government Types

U.S. Local Government

County

Other Government Entities

Housing Authorities Public/Tribal

Other Entity Qualifiers

Hospital

Financial Information

Accepts Credit Card Payments	Debt Subject To Offset
No	No

EFT Indicator	CAGE Code
0000	4BSW4

Electronic Funds Transfer

Account Type	Routing Number	Lock Box Number
Checking	*****0248	(blank)
Financial Institution	Account Number	
WELLS FARGO BANK, NA	*****356420	

Automated Clearing House

Phone (U.S.)	Email	Phone (non-U.S.)
2132537212	(blank)	(blank)
Fax		
(blank)		

Remittance Address

COUNTY OF SAN BERNARDINO

ASSESSOR-RECORDER-COUNTY Clerk

222 W. Hospitality Lane

San Bernardino, California 92415

United States

Taxpayer Information



EIN <b>*****2748</b>	Type of Tax <b>Applicable Federal Tax</b>	Taxpayer Name <b>SAN BERNARDINO COUNTY OF</b>
Tax Year (Most Recent Tax Year) <b>2020</b>	Name/Title of Individual Executing Consent <b>Director Of Government And Legislative Affairs</b>	TIN Consent Date <b>Jul 30, 2021</b>
Address <b>385 N Arrowhead AVE San Bernardino, California 92415</b>		

**Points of Contact****Accounts Receivable POC**

  
**Robert Saldana**  
**robert.saldana@cao.sbcounty.gov**  
**9093874342**

**Electronic Business**

  
**Robert Saldana**  
**robert.saldana@cao.sbcounty.gov**  
**9093874342**

**385 N. Arrowhead AVE**  
**San Bernardino, California 92415**  
**United States**

**Government Business**

  
**Robert Saldana**  
**robert.saldana@cao.sbcounty.gov**  
**9093874342**

**385 N. Arrowhead Avenue**  
**San Bernardino, California 92415**  
**United States**

**Past Performance**

  
**BEATRIZ VALDEZ**  
**BValdez@sbcounty.gov**  
**9093875301**

**385 N. Arrowhead AVE.**  
**San Bernardino, California 92415**  
**United States**

**BEATRIZ VALDEZ**  
**BValdez@cao.sbcounty.gov**  
**9093875301**

**385 N. Arrowhead AVE.**  
**San Bernardino, California 92415**  
**United States**

**Security Information**

Company Security Level  
**(blank)**

Highest Level Employee Security Level  
**(blank)**

**Service Classifications****NAICS Codes**

Primary	NAICS Codes	NAICS Title
<b>Yes</b>	<b>921110</b>	<b>Executive Offices</b>

**Product and Service Codes**

PSC	PSC Name
<b>R405</b>	<b>Support- Professional: Operations Research/Quantitative Analysis</b>
<b>R431</b>	<b>Support- Professional: Human Resources</b>
<b>R499</b>	<b>Support- Professional: Other</b>
<b>R612</b>	<b>Support- Administrative: Information Retrieval</b>
<b>R699</b>	<b>Support- Administrative: Other</b>
<b>R702</b>	<b>Support- Management: Data Collection</b>
<b>R799</b>	<b>Support- Management: Other</b>
<b>S111</b>	<b>Utilities- Gas</b>
<b>S114</b>	<b>Utilities- Water</b>
<b>S216</b>	<b>Housekeeping- Facilities Operations Support</b>

**Size Metrics****IGT Size Metrics**

Annual Revenue (from all IGTs)  
(blank)

**Worldwide**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>\$3,441,683,330.00</b>	<b>22000</b>

**Location**

Annual Receipts (in accordance with 13 CFR 121)	Number of Employees (in accordance with 13 CFR 121)
<b>(blank)</b>	<b>(blank)</b>

**Industry-Specific**

Barrels Capacity	Megawatt Hours	Total Assets
<b>(blank)</b>	<b>(blank)</b>	<b>(blank)</b>

**Electronic Data Interchange (EDI) Information**

This entity did not enter the EDI information

**Disaster Response**

This entity does not appear in the disaster response registry.

**Substance Abuse Prevention and Treatment Block Grant (SABG)  
State Fiscal Years 2022-23 and 2023-24 Program Specifications**

I. Services

1. Formation and Purpose

Pursuant to United States Code (USC), Title 42, section 300x et seq., the State of California has been awarded the federal Substance Abuse Treatment and Prevention Block Grant funds (known as SABG). County Alcohol and Other Drug Programs utilize SABG funding to provide a broad array of alcohol and other drug program treatment and prevention services within their system of care (SOC) programs.

County shall submit its Request for Application (RFA) responses and required documentation specified in Department of Health Care Services' (DHCS) RFA to receive SABG funding. County shall complete its RFA responses in accordance with the instructions, enclosures, and attachments. Revision of existing, or incorporation of new instructions, enclosures, and attachments into this Agreement shall not require a formal amendment of the County's performance contract.

If County applies for, and DHCS approves its request to receive SABG funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference to the County's performance contract, as required and defined by Welfare and Institutions Code (WIC) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (CCR), Title 9, section 3310. County shall comply with all provisions of the RFA and the County's RFA responses.

A. Control Requirements

1. Performance under the terms of this Enclosure is subject to all applicable federal and state laws, regulations, and standards. In accepting DHCS drug and alcohol SABG allocation pursuant to Health and Safety Code (HSC) Sections 11814(a) and (b), County shall: (i) establish, and shall require its subcontractors to establish, written policies and procedures consistent with the control requirements set forth below; (ii) monitor for compliance with the written procedures; and (iii) be accountable for audit exceptions taken by DHCS against the County and its subcontractors for any failure to comply with these requirements:
  - a. HSC Division 10.5, Part 2 commencing with Section 11760, State Government's Role to Alleviate Problems Related to the Inappropriate Use of Alcoholic Beverages and Other Drug Use.
  - b. CCR, Title 9, Division 4, commencing with Chapter 1 (herein referred to as Title 9).

- c. Government Code (GC), Title 2, Division 4, Part 2, Chapter 2, Article 1.7, Federal Block Grant Funds.
- d. GC, Title 5, Division 2, Part 1, Chapter 1, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, commencing with Section 53130.
- e. United State Code (USC), Title 42, Chapter 6A, Subchapter XVII, Part B, Subpart ii, commencing with Section 300x-21, Block Grants for Prevention and Treatment of Substance Abuse.
- f. Code of Federal Regulations (CFR), Title 45, Part 75, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- g. Title 45, CFR Part 96, Block Grants.
- h. Title 42, CFR Part 2, Confidentiality of Substance Use Disorder Patient Records.
- i. Title 42, CFR, Part 8, Medication Assisted Treatment for Opioid Use Disorders.
- j. CFR, Title 21, Chapter II, Drug Enforcement Administration, Department of Justice.
- k. State Administrative Manual (SAM), Chapter 7200, General Outline of Procedures.

County shall be familiar with the above laws, regulations, and guidelines and shall assure that its subcontractors are also familiar with such requirements.

- 2. The provisions of this Enclosure are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
- 3. County shall adhere to the applicable provisions of Title 45, CFR, Part 75 and Part 96 in the expenditure of SABG funds.
- 4. County and all its subcontractors shall comply with the Minimum Quality Drug Treatment Standards for SABG for all Substance Use Disorder (SUD) treatment programs either partially or fully funded by SABG. The Minimum Quality Drug Treatment Standards for SABG are attached to this Contract in Enclosure 4.

## 2. General Provisions

#### A. Restrictions on Salaries

County agrees that no part of any federal funds provided under this Contract shall be used by the County or its subcontractors to pay the salary and wages of an individual at a rate in excess of Level II of the Executive Schedule, as found online at: [https://grants.nih.gov/grants/policy/salcap\\_summary.htm](https://grants.nih.gov/grants/policy/salcap_summary.htm)

#### B. Primary Prevention

1. The SABG regulation defines “Primary Prevention Programs” as those programs “directed at individuals who have not been determined to require treatment for substance abuse” (45 CFR 96.121), and “a comprehensive prevention program which includes a broad array of prevention strategies directed at individuals not identified to be in need of treatment” (45 CFR 96.125). Primary prevention includes strategies, programs, and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic Alcohol and Other Drug (AOD) availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families, and communities. The County shall expend not less than its allocated amount of the SABG Primary Prevention Set-Aside funds on primary prevention activities as described in the SABG requirements (45 CFR 96.125).
2. County is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration’s (SAMHSA) Strategic Prevention Framework (SPF) in developing the plan as described online at: <https://www.samhsa.gov/sites/default/files/20190620-samhsa-strategic-prevention-framework-guide.pdf>.

DHCS will only approve SPP’s that demonstrate that the County utilized the SPF. County shall:

- a. Follow DHCS guidelines provided in the (SPP) Workbook for Counties to ensure utilization of the SPF.  
(<https://www.dhcs.ca.gov/provgovpart/Pages/Primary-Prevention.aspx>)

#### C. Friday Night Live (FNL) Program

1. Counties participating in the FNL program must respond to the annual notification published by DHCS and the California Friday Night Live Partnership (CFNLP) no later than June 1 of each SFY confirming intent to participate in the Friday Night Live Program.

2. Counties opting into FNL will receive a program incentive stipend solely to support program startup costs. By receiving this stipend, the County agrees to leverage other funding sources up to and beyond the stipend amount to implement the FNL program.
3. If SABG Primary Prevention Set-Aside funding or SABG Discretionary funding is used for FNL, the County must submit a budget through the County SABG Application process.
4. If no SABG funding is used to support FNL, their identified Program Coordinator will work directly with the CFNLP to submit an annual program budget.

If a participating county accepts the FNL program stipend, the County agrees to:

1. Identify an FNL Program Coordinator responsible for meeting program requirements, and participating in no-cost technical assistance and training from CFNLP.
2. Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>.
3. Use the prevention data collection and reporting service for all FNL reporting, including profiles and chapter activity.
4. Follow the FNL Data Entry Instructions for the PPSDS as provided by DHCS.

D. Perinatal Practice Guidelines

County shall comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines as listed online:

<https://www.dhcs.ca.gov/individuals/Pages/Perinatal-Services.aspx>

The County shall comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. County must adhere to the Perinatal Practice Guidelines, regardless of whether the County exchanges perinatal funds for additional discretionary funds.

- E. Funds identified in this Contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described in subchapter XVII of Chapter 6A of Title 42, the USC.
- F. Room and Board for Transitional Housing, Recovery Residences, and Drug Medi-Cal Organized Delivery System (DMC-ODS) Residential Treatment

County may use SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), to cover the cost of room and board of residents in short term (up to 24 months) transitional housing and recovery residences. SABG discretionary funds, or SABG perinatal funds (for perinatal beneficiaries only), may also be used to cover the cost of room and board of residents in DMC-ODS residential treatment facilities. For specific guidelines on the use of SABG funds for room and board, please refer to the SABG Policy Manual.

## G. Cost-Sharing Assistance

### 1. Definition

“Cost-sharing” means the share of costs paid out of pocket by an individual. Block grant funds may be used to cover health insurance deductibles, coinsurance, and copayments, or similar charges to assist eligible individuals in meeting their cost-sharing responsibilities. Cost-sharing assistance does not include premiums, balance billing amounts for non-network providers, or the cost of non-covered services.

### 2. Cost-Sharing Assistance Procedures and Policies

- a. Cost-sharing assistance for private health insurance with SABG may only be used with a DHCS-approved SABG County Application.
- b. To utilize cost-sharing assistance, providers must be a subrecipient of block grant funds, and cost sharing must be a block grant authorized service.
- c. Providers must have policies and procedures for cost-sharing assistance for private health insurance, to include how individuals will be identified as eligible, how cost sharing will be calculated, and how funding for cost sharing will be managed and monitored.
- d. Mechanisms must be in place to verify insurance coverage and applicable deductibles or coinsurance, or copayment parameters and amounts applicable to that policy before insurance participation.
- e. Cost-sharing assistance must be authorized in the networks’ provider contract, for helping individual clients pay for cost sharing for SABG authorized services, if appropriate and cost effective.
- f. Providers shall take into consideration the availability of other sources of funding for medical coverage (e.g., Medi-Cal, CHIP, workers compensation, Social Security Income (SSI), Medicare, and Veterans Affairs (VA)) and cost-sharing assistance when determining how to operationalize a cost-sharing assistance program.

- g. Providers must have the ability to determine the cost-sharing amounts for deductibles, coinsurance, and copayments to assist eligible clients in meeting their cost-sharing responsibilities under a health insurance or benefits program.
- h. Payments are to be made directly to the provider of service. It is prohibited to make cash payments to intended recipients of health services.
- i. Providers must be able to determine if the individual is eligible for cost-sharing assistance and the allowable amount.
- j. Facilities providing SUD services to individuals seeking SABG-funded cost-sharing support must maintain a contract with County. All reimbursements to the provider are to be based on the standard contracted rate with that facility, not the rate reimbursed to the provider from the insurance carrier.

### 3. Individual Financial Eligibility

- a. Document the evidence that an individual's gross monthly household income is at or below 138% of the Federal Poverty Level (FPL) Guidelines.
- b. Conduct an inquiry regarding each individual's continued financial eligibility no less than once each month.
- c. Document the evidence of each financial screening in individual's records.

### 4. Individual Cost-Sharing Allowable Amount

- a. Individual's insurance deductible for block grant authorized services is allowable only when the provider is able to determine the balance of the deductible owed. The provider may request the individual contact their insurer upon check-in to confirm the deductible amount owed. Payments for an insured client are applied to the actual cost of treatment, up to, but not to exceed the amount of the deductible obligation or the treatment provided, whichever is less. Payment towards a deductible cannot be paid outside of the direct payment for treatment nor exceed the cost of treatment provided.
- b. Individual's coinsurance for block grant authorized services is allowable only when the provider is able to verify the coinsurance amount.



- c. Individual's insurance copayment for block grant authorized services is allowable only when the provider is able to determine the copayment amount. The amount of the copayment shall not exceed the total cost of behavioral health service.
- d. Providers must document the evidence of each deductible, coinsurance, and copayment amount in an individual's records.
- e. Insurance deductibles are generally applicable to the calendar year. The potential exists for an individual to seek financial assistance from SABG funds for deductibles applicable to two separate insurance periods during a fiscal period. All the above requirements apply to lending support for multiple requests of assistance in a fiscal period.

## 5. Monitoring

- a. Counties will perform oversight of contracted providers to ensure compliance with the terms set forth in this Enclosure. Additionally, counties shall submit an annual report at the end of each state fiscal year in conjunction with the final quarterly invoice, which shall contain the following information:
  - i. A list of contracted providers who have received cost-sharing funds;
  - ii. The number of individuals provided cost-sharing assistance; and
  - iii. The total dollars paid for cost sharing.
- b. DHCS will monitor the counties' corresponding policy and cost sharing records in respect to contracted provider monitoring with the appropriate recommendations, findings, or corrective action required in performance improvement projects.

## H. HIV Early Intervention Services

### 1. Definition

- a. "Oral Fluid Rapid HIV Test" is defined as an oral-based test in which medical professionals test at-risk individuals for human immunodeficiency virus (HIV), the virus that causes acquired immunodeficiency syndrome (AIDS), with results within minutes.
- b. "Pre- and Post-Test Counseling" is defined to mean persons who test positive for HIV should be counseled, either on-site or through referral, concerning the behavioral, psychosocial, and medical implications of HIV infection. Health care providers should assess the need for immediate medical care and psychosocial support. Providers should link persons with newly diagnosed HIV infection to services provided by healthcare

personnel experienced in the management of HIV infection. Additional services that might be needed include reproductive counseling, risk-reduction counseling, and case management. Providers should follow up to ensure that patients have received services for any identified needs. Persons with HIV infection should be educated about the importance of ongoing medical care and what to expect from these services.

## 2. HIV EIS Procedures and Policies

- a. California permits counties to use up to five percent of their total SFY SABG allocation for oral fluid rapid HIV testing as well as HIV pre- and post-test counseling. The five percent limit is federally imposed, and counties that exceed this limitation will be noncompliant with this federal requirement.
- b. Instead of a traditional set-aside, in which a portion of the county's total SFY SABG allocation is earmarked to be spent only on certain services and activities, DHCS will establish an annual HIV EIS allowance for each county. Counties may use their Discretionary SABG funds for HIV EIS activities up to, but not exceeding, the predetermined allowance amount.
- c. County use of SABG funds for HIV EIS is voluntary.
- d. HIV EIS services may only be conducted with the informed consent of the individual. HIV EIS will not be a requisite to receiving treatment services for SUD or any other services for individuals.
- e. Participating counties must comply with all relevant block grant laws and regulations.

## 3. Claiming Reimbursement for HIV EIS

- a. DHCS will provide counties service codes for HIV EIS upon release of the first SABG quarterly invoice each SFY. Counties must use HIV EIS service codes to record all such expenditures in their quarterly invoices throughout the SFY. As with other SABG service codes used in quarterly invoices, the HIV EIS service codes must also be used in the SUD Cost Reporting System for final settlement of county SABG costs.

## 4. Oversight

- a. DHCS will continue to monitor counties and participating programs to ensure compliance with block grant laws and regulations. These laws and regulations are inclusive of 45 CFR §96.128, 45 CFR §96.135 regarding restrictions on grant expenditures, and 45 CFR §96.137 regarding payment.

- b. Any county that exceeds their five percent HIV EIS allowance will not receive reimbursement with SABG funds for costs that exceed their allowance. Counties will be responsible for all costs exceeding the five percent HIV EIS allowance.

I. Restrictions on Use of SABG Funds to Pay for Services Reimbursable by Medi-Cal

1. County shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
2. The County may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
3. If the County utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the County shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

2. Performance Provisions

A. Monitoring

1. County's performance under the Performance Contract and the SABG County Application shall be monitored by DHCS during the term of the Performance Contract. Monitoring criteria shall include, but not be limited to:
  - a. Whether the quantity of work or services being performed conforms to Enclosures 2, 3, 4, and 5.
  - b. Whether the County has established and is monitoring appropriate quality standards.
  - c. Whether the County is abiding by all the terms and requirements of this Contract.
  - d. Whether the County is abiding by the terms of the Perinatal Practice Guidelines.
  - e. Whether the County conducted annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. County shall submit copy of its monitoring and audit reports to DHCS within two weeks of issuance. Reports shall be sent via a Secure Managed File Transfer system specified by DHCS.

2. Failure to comply with the above provisions shall constitute grounds for DHCS to suspend or recover payments, subject to the County's right of appeal, or may result in termination of the Contract, or both.

B. Performance Requirements

1. County shall provide services based on funding set forth in this application and under the terms of this agreement.
2. County shall provide services to all eligible persons in accordance with state and federal statutes and regulations. County shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
  - a. Lack of educational materials or other resources for the provision of services.
  - b. Geographic isolation and transportation needs of persons seeking services or remoteness of services.
  - c. Institutional, cultural, and ethnicity barriers.
  - d. Language differences.
  - e. Lack of service advocates.
  - f. Failure to survey or otherwise identify the barriers to service accessibility.
  - g. Needs of persons with a disability.
3. County shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the list of Documents Incorporated by Reference in Enclosure 4.
4. The funds described in this Enclosure shall be used exclusively for providing alcohol and drug program services.

DHCS shall issue a report to County after conducting monitoring, utilization, or auditing reviews of the county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a Corrective Action Plan (CAP). The County, in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS. The CAP shall be sent by secure, encrypted e-mail to: [SABGCompliance@dhcs.ca.gov](mailto:SABGCompliance@dhcs.ca.gov)

5. The CAP shall:

- a. Restate each deficiency.
  - b. List all of actions to be taken to correct each deficiency.
  - c. Identify the date by which each deficiency shall be corrected.
  - d. Identify the individual who will be responsible for correction and ongoing compliance.
6. DHCS will provide written approval of the CAP to the County within 30 calendar days. If DHCS does not approve the CAP submitted by the County, DHCS will provide guidance on the deficient areas and request an updated CAP from the County with a new deadline for submission.
  7. If the County does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds until the County is in compliance. DHCS shall inform the County when funds will be withheld.

#### C. Sub-recipient Pre-Award Risk Assessment

County shall comply with the sub-recipient pre-award risk assessment requirements contained in 45 CFR 72.205 (HHS awarding agency review of risk posed by applicants). County shall review the merit and risk associated with all potential subcontractors annually prior to making an award.

County shall perform and document annual sub-recipient pre-award risk assessments for each subcontractor and retain documentation for audit purposes.

## II. General

### 1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

### 2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

### 3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

#### A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

#### B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

#### C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

#### D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

#### E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

#### F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

#### 8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

#### 9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

#### 10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>

#### 11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

#### 12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):



- A. Routinely make available TB services to individuals receiving treatment.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

### 13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

### 14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

### 15. Marijuana Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

### 16. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for

the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

#### 17. Adolescent Best Practices Guidelines

County must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure. The Adolescent Best Practices Guidelines can be found at:

[https://www.dhcs.ca.gov/Documents/CSD\\_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf](https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf)

#### 18. Byrd Anti-Lobbying Amendment (31 USC 1352)

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

#### 19. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

#### 20. Federal Law Requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

21. State Law Requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

22. Additional Contract Restrictions

- A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
- B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

### 23. Information Access for Individuals with Limited English Proficiency

- A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

### 24. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

## III. Reporting Requirements

County agrees that DHCS has the right to withhold payments until County has submitted any required data and reports to DHCS.

### 1. The County shall complete the following:

#### A. SABG Invoice.

DHCS will distribute updated SABG Invoice Templates, instructions and tools to Counties via email at least 30 days prior to the end of each quarter throughout the state fiscal year (SFY). The Contractor shall complete the SABG Invoice accurately reflecting the County's actual expenditures during the quarter identified on the template, sign the certification, and submit both an excel and a PDF version of the signed SABG Invoice to DHCS' [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov). The Contractor shall submit a SABG Invoice no later than 45 days after the end of each quarter.

#### B. SABG Quarterly Ledger Detail

DHCS will distribute updated SABG General Ledger Templates, instructions, and tools to Counties via email at least 30 days prior to the end of each quarter throughout the SFY. The Contractor shall complete the SABG General Ledger Template accurately, providing the requested information to support the SABG Invoice totals, and submit an EXCEL version of the SABG General Ledger to DHCS' [SABG@dhcs.ca.gov](mailto:SABG@dhcs.ca.gov). The Contractor shall submit a SABG General Ledger no later than 45 days after the end of each quarter.

## 2. California Outcomes Measurement System for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

- A. County shall internally comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that does. If applicable, a Business Associate Agreement (BAA) shall be established between the County and the software vendor, and the BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
- B. County shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the County subcontracts with a vendor for IT services, County is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If County changes or modifies the CalOMS-Tx IT system, then County shall re-test and pass state re-certification prior to submitting data from the new or modified system.
- C. Electronic submission of CalOMS-Tx data shall be submitted by County within 45 days from the end of the last day of the report month.
- D. County shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (<https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS Tx data collection.
- E. County shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and “provider no activity” report records in an electronic format approved by DHCS.
- F. County shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method, as identified online at: <https://www.dhcs.ca.gov/provgovpart/Pages/CalOMS-Treatment.aspx>
- G. County shall participate in CalOMS-Tx informational meetings, trainings, and conference calls. County staff responsible for CalOMS-Tx data entry must have sufficient knowledge of the CalOMS-Tx Data Quality Standards. All new CalOMS-Tx users, whether employed by the County or its subcontractors, shall participate in CalOMS-Tx trainings prior to inputting data into the system.

- H. County shall implement and maintain a system that complies with the CalOMS-Tx data collection system requirement for electronic submission of CalOMS-Tx data.
- I. County shall meet the requirements as identified in Exhibit E, Privacy and Information Security Provisions.

3. Primary Prevention Substance Use Disorder Data Service

The Primary Prevention Substance Use Disorder Data Service (PPSDS) business rules and requirements are:

- A. Contractors and subcontractors receiving SABG Primary Prevention Set-Aside funding shall input planning, service/activity and evaluation data into the service. When submitting data, County shall comply with the DHCS PPSDS Data Entry User Guide and the PPSDS Data Quality Standards.  
([http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS\\_Data\\_Quality\\_Standards.pdf](http://www.dhcs.ca.gov/provgovpart/Documents/Substance%20Use%20Disorder-PPFD/PPSDS_Data_Quality_Standards.pdf)).
- B. County shall enter all data for each month no later than the 10<sup>th</sup> day of the following month.
- C. County shall review and verify all data input into the PPSDS meets the DHCS PPSDS Data Entry User Guide and the DHCS Data Quality Standards. Counties shall adhere to the DHCS PPSDS Quarterly Data Review Requirements for Counties.
- D. If County cannot meet the established due dates, a written request for an extension shall be submitted to DHCS Prevention Analyst 10 calendar days prior to the due date and must identify the proposed new due date. Note that extensions will only be granted due to system or service failure or other extraordinary circumstances.
- E. In order to ensure that all persons responsible for prevention data entry have sufficient knowledge of the PPSDS Data Quality Standards, all new users of the service, whether employed by the County or its subcontractors, shall participate in PPSDS training prior to inputting any data.

4. System Failures and County Obligations Regarding CalOMS-Tx and PPSDS Reporting Requirements

- A. If the County experiences system or service failure or other extraordinary circumstances of CalOMS-Tx, County shall report the problem in writing by secure, encrypted e-mail to DHCS at: [ITServiceDesk@dhcs.ca.gov](mailto:ITServiceDesk@dhcs.ca.gov).
- B. If the County is unable to submit CalOMS-Tx data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted

prior to the data submission deadline at: [SUDCalomssupport@dhcs.ca.gov](mailto:SUDCalomssupport@dhcs.ca.gov). The written notice shall include a remediation plan that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at the State's sole discretion, for the County to resolve the problem before SABG payments are withheld.

- C. If the County experiences system or service failure or other extraordinary circumstances of PPSDS, the County shall report the problem to the PPSDS Help Desk at (916) 552-8933 or [PrimaryPvSUDDData@dhcs.ca.gov](mailto:PrimaryPvSUDDData@dhcs.ca.gov).
  - D. If the County is unable to submit PPSDS data due to system or service failure or other extraordinary circumstance, a written notice shall be submitted to the assigned DHCS Prevention Analyst prior to the data submission deadline and must identify the proposed new due date.
  - E. If DHCS experiences system or service failure, no penalties will be assessed to the County for late data submission.
  - F. County shall comply with the treatment and prevention data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding SABG funds.
  - G. If the County submits data after the established deadlines, due to a delay or problem, County is still responsible for collecting and reporting data from time of delay or problem.
5. Drug and Alcohol Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

- A. The County shall be responsible for ensuring that the County-operated treatment services and all treatment providers, with whom County makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by DHCS.
- B. The County shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to [DHCSPerinatal@dhcs.ca.gov](mailto:DHCSPerinatal@dhcs.ca.gov) within seven days of reaching capacity.
- C. The County shall ensure that all DATAR reports are submitted by either County-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
- D. The County shall ensure that all applicable providers are enrolled in DHCS' web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.

- E. If the County or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to submit a timely monthly DATAR report or meet data compliance requirements, the County shall report the problem in writing by secure, encrypted e-mail to DHCS at: [SUDDATARSupport@dhcs.ca.gov](mailto:SUDDATARSupport@dhcs.ca.gov) before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the County to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8.
- F. If DHCS experiences system or service failure, no penalties will be assessed to County for late data submission.
- G. The County shall be considered compliant if a minimum of 95 percent of required DATAR reports from the County's treatment providers are received by the due date.

#### 6. Charitable Choice

County shall document the total number of referrals necessitated by religious objection to other alternative SUD providers. The County shall annually submit this information to DHCS by e-mail at [CharitableChoice@dhcs.ca.gov](mailto:CharitableChoice@dhcs.ca.gov) by October 1st. The annual submission shall contain all substantive information required by DHCS and be formatted in a manner prescribed by DHCS.

#### 7. Master Provider File (MPF)

The MPF data systems retain SUD provider records for each California County. The MPF Team assists California counties in the management of their SUD provider record information. Current and accurate SUD provider records ensure successful submissions for Drug Medi-Cal (DMC) claims, monthly CalOMS submissions, monthly DATAR submissions, monthly Primary Prevention Services Data System (PPSDS) submissions, and annual fiscal Cost Reports.

The MPF Team will send each county a monthly MPF Report that identifies each county operated or subcontracted SUD provider. Counties are responsible for reviewing the monthly report for accuracy and providing the MPF Team with updates as needed. All updates to existing SUD provider records, or notification of contracts with new SUD providers, must be submitted in writing using the appropriate MPF Forms. Completed forms are emailed to [MPF@dhcs.ca.gov](mailto:MPF@dhcs.ca.gov).

The current MPF Forms can be obtained by emailing a request to [MPF@dhcs.ca.gov](mailto:MPF@dhcs.ca.gov).

For more information, please refer to the DHCS MPF Webpage at: <https://www.dhcs.ca.gov/provgovpart/Pages/Master-Provider-File.aspx>



8. Failure to meet required reporting requirements shall result in:
  - A. A Notice of Deficiency (Deficiencies) issued to County regarding specified providers with a deadline to submit the required data and a request for a CAP to ensure timely reporting in the future. DHCS will approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to the DHCS within 30 days.
  - B. If the County has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS shall withhold funds until all data is submitted. DHCS shall inform the County when funds will be withheld.

**Substance Abuse Prevention and Treatment Block Grant (SABG)  
State Fiscal Years 2022-23 and 2023-24 Budget Detail and Payment Provisions**

**Part I – General Fiscal Provisions**

**Section 1 – General Fiscal Provisions**

**A. Fiscal Provisions**

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Enclosure 2, the Department of Health Care Services (DHCS) agrees to compensate County for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

**B. Funding Authorization**

County shall bear the financial risk in providing any substance use disorder (SUD) services covered by this Agreement.

**C. Availability of Funds**

It is understood that, for the mutual benefit of both parties, this Agreement may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Agreement were not executed until after that determination. If so, DHCS may amend the amount of funding provided for in this Agreement based on the actual congressional appropriation.

**D. Expense Allowability / Fiscal Documentation**

1. Invoices, received from the County and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. County shall maintain for review, audit, and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

4. Costs and/or expenses deemed unallowable shall not be reimbursed or, if mistakenly reimbursed, those costs and/or expenses shall be subject to recovery by DHCS pursuant to California Health and Safety Code (HSC) 11817.8(e).

E. Maintenance of Effort for the Substance Abuse Prevention and Treatment Block Grant

1. Notwithstanding any other provision in this Agreement, the Director of DHCS may reduce Federal funding allocations, on a dollar-for-dollar basis, to a county that has reduced or anticipates reduced expenditures in a way that would result in a decrease in California's receipt of Federal SABG funds, per United States Code (USC), Title 42, Section 300x-30.
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the Federal SABG Maintenance Of Effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to HSC Section 11798 subdivision(a) in an effort to maintain the statewide SABG MOE.
3. Pursuant to HSC Section 11814(d)(3), a county shall notify DHCS in writing of proposed local changes to the county's expenditure of funds. DHCS shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain DHCS wide SABG MOE.

F. SABG Primary Prevention Services Expenditure Requirement

The County shall expend a minimum of 25 percent of SABG funds for Primary Prevention services. The County shall expend primary prevention funds for strategies, programs, and services directed at individuals who have not been determined to require treatment for a SUD. These programs shall educate and counsel individuals on substance abuse and provide for activities to reduce the risk of such abuse by the individuals. The County shall give priority to programs for populations that are at risk of developing a pattern of substance abuse and ensure that those programs develop community-based prevention strategies.

G. SABG Women Services Expenditure Requirement

Pursuant to USC Title 42 Section 300x-22(b) and Code of Federal Regulations (CFR) Title Section 45 96.124(c), for each state fiscal year (SFY) the County shall expend an amount of SABG funds not less than the amount expended by the County in fiscal year 1994 on perinatal services, pregnant women, and women with dependent children. The County shall expend that percentage either by establishing new programs or expanding the capacity of existing programs.

H. Revenue Collection

County shall conform to revenue collection requirements in HSC Section 11841, by raising revenues in addition to the funds allocated by DHCS. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. County shall not collect fees from any beneficiary when Medi-Cal is billed for the same service. County shall identify in its annual cost report the types and amounts of revenues collected. Cost Report information can be found online at:

[https://www.dhcs.ca.gov/provgovpart/Pages/Fiscal\\_Management.aspx](https://www.dhcs.ca.gov/provgovpart/Pages/Fiscal_Management.aspx)

#### I. Cost Efficiencies

It is intended that the cost to the County in maintaining the dedicated capacity and units of service shall be met by the SABG funds allocated to the County and other County or subcontractor revenues. Amounts awarded pursuant to Enclosure 2, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

### **Part II – Reimbursements**

#### **Section 1 – General Reimbursement**

##### A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

##### B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on Enclosure 1. The funds identified for the fiscal years covered by Enclosure 1 are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government.
2. Reimbursement shall be made for allowable expenses up to the amount annually awarded commensurate with the SFY in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by this Section, within this Enclosure, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the County shall be limited to the amount

identified in the final allocations issued by DHCS for that fiscal year or the SABG amount, whichever is less.

4. For each fiscal year, DHCS may settle costs for services based on the year-end cost settlement report.

## **Section 2 – Substance Abuse Prevention and Treatment Block Grant (SABG)**

### **A. Payment Provisions**

1. DHCS shall reimburse the County in arrears based upon quarterly invoicing.
2. Quarterly Invoicing-SABG Invoice and Ledger
  - a. The County shall complete the SABG Invoice and Ledger as prescribed in Enclosure 2. These quarterly SABG Invoice and Ledger serve as expenditure reports and invoices for payment. The County shall incur expenditures before receiving payment from its allocation.
  - b. The County shall submit the SABG Invoice and Ledger describing the preceding quarter's SABG expenditure by November 15, February 15, May 15, and August 15 of each year. If the date falls on a Saturday, Sunday or holiday, the due date shall be the following business day.
  - c. DHCS shall review the SABG Invoice and Ledger to ensure that costs are reasonable and do not exceed the County's allocation. Inaccuracies in the report shall be resolved by the County prior to receiving payment.
3. Pursuant to 45 CFR Section 75.371 and HSC Section 11817.8, DHCS may withhold SABG payments if the County fails to:
  - a. Submit any forms and reports to DHCS by each due date, including but not limited to, forms required pursuant to Enclosure 2.
  - b. Submit monitoring reports and attest to the completion of Corrective Action Plans or services provided pursuant to this Agreement.
  - c. Monitor its subcontractors pursuant to Enclosure 2.
4. In the event DHCS withholds SABG payment, the County's payment shall commence with the next scheduled payment following DHCS' receipt and acceptance of complete and accurate reports, data, or executed Contract. The payment shall include any funds withheld pursuant to Section 3.
5. Adjustments may be made to the total Agreement amount and funds may be withheld from payments otherwise due to the County hereunder, for

nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Enclosure 2.

**B. Accrual of Interest**

Any interest accrued from state-allocated funds and retained by the County shall be used for the same purpose as DHCS-allocated funds from which the interest was accrued.

**C. Expenditure Period**

SABG funds are allocated based upon the SFY. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21 through 300x-66, and Title 45 CFR 96.120 et seq., within the availability period of the grant award. Any SABG funds that have not been expended by the County at the end of the State fiscal year shall be returned to DHCS.

**D. Counties receiving SABG funds shall comply with the financial management standards contained in 45 CFR Sections 75.302(b)(1) through (6), and 45 CFR Section 96.30.**

**E. Non-profit subcontractors receiving SABG funds shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.**

**F. Counties receiving SABG funds shall track obligations and expenditures by individual SABG award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in 45 CFR Section 75.2.**

**G. Restrictions on the Use of SABG Funds**

The County shall not use SABG funds provided by the Agreement on the following activities:

1. Provide inpatient services.
2. Make cash payments to intended recipients of health services.
3. Purchase or improve land, purchase, construct, or permanently improve (other than minor remodeling) any building or other facility, or purchase major medical equipment.
4. Satisfy any requirement for the expenditure of SABG funds as a condition for the receipt of federal funds.

5. Provide financial assistance to any entity other than a public or nonprofit private entity.
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level II of the Executive Salary Schedule for the award year: see [http://grants.nih.gov/grants/policy/salcap\\_summary.htm](http://grants.nih.gov/grants/policy/salcap_summary.htm).
7. Purchase treatment services in penal or correctional institutions.
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.
9. Carry out any program prohibited by 42 USC 300x-21 and 42 USC 300ee-5 such that none of the funds provided under this Act or an amendment made by this Act shall be used to provide individuals with hypodermic needles or syringes so that such individuals may use illegal drugs, unless the Surgeon General of the United States Public Health Service determines that a demonstration needle exchange program would be effective in reducing drug abuse and the risk that the public will become infected with the etiologic agent for acquired immune deficiency syndrome.
10. Exception regarding inpatient hospital services:
  - a. The County may expend a grant for inpatient hospital-based substance abuse programs subject to the limitations of paragraph (I)(10)(b) of this section only when it has been determined by a physician that:
    - i. The primary diagnosis of the individual is substance abuse, and the physician certifies this fact;
    - ii. The individual cannot be safely treated in a community-based, nonhospital, residential treatment program;
    - iii. The Service can reasonably be expected to improve an individual's condition or level of functioning;
    - iv. The hospital-based substance abuse program follows national standards of substance abuse professional practice; and
  - b. In the case of an individual for whom a grant is expended to provide inpatient hospital services described above, the allowable expenditure shall conform to the following:
    - i. The daily rate of payment provided to the hospital for providing the services to the individual will not exceed the comparable daily rate provided for community-based, nonhospital, residential programs of treatment for substance abuse; and

- ii. The grant may be expended for such services only to the extent that it is medically necessary, i.e., only for those days that the patient cannot be safely treated in a residential, community-based program.

11. Provide services reimbursable by Medi-Cal:

- a. The County shall not utilize SABG funds to pay for a service that is reimbursable by Medi-Cal.
- b. The County may utilize SABG funds to pay for a service included in the California State Plan or the Drug Medi-Cal Organized Delivery System (DMC-ODS), but which is not reimbursable by Medi-Cal.
- c. If the County utilizes SABG funds to pay for a service that is included in the California State Plan or the DMC-ODS, the County shall maintain documentation sufficient to demonstrate that Medi-Cal reimbursement was not available.

### **Part III – Financial Audit Requirements**

#### **Section 1 – General Fiscal Audit Requirements**

- A. In addition to the requirements identified below, the County and its subcontractors are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Enclosure 5 (Special Terms and Conditions) of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the County and its subcontractors pursuant to this Agreement are subject to audit by DHCS. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of 45 CFR, Part 75, Subpart F and/or any independent County audits or reviews. Objectives of such audits may include, but are not limited to, the following:
  - 1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting.
  - 2. To validate data reported by the County for prospective contract negotiations.
  - 3. To provide technical assistance in addressing current year activities and providing recommendations on internal controls, accounting procedures, financial records, and compliance with laws and regulations.
  - 4. To determine the cost of services, net of related patient and participant fees, third party payments, and other related revenues and funds.



5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract/agreement requirements.
  6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Agreement objectives.
- C. Unannounced visits to the County and/or its subcontractors may be made at the discretion of DHCS.
- D. The refusal of the County or its subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.
- E. Reports of audits conducted by DHCS shall reflect all findings, recommendations, adjustments, and corrective actions as a result of its finding in any areas.

## **Section 2 – SABG Financial Audits**

- A. The County shall monitor the activities of all of its subcontractors to ensure that the SABG funds are used for authorized purposes, in compliance with federal statutes, regulations, and the terms and conditions of the grant, and that performance goals are achieved.
- B. The County may use a variety of monitoring mechanisms, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the County's monitoring objectives. The County may charge federal awards for the cost of these monitoring procedures if permitted under 45 CFR 75.425.
- C. The County shall submit to DHCS a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual desk review or site visit or within 60 days thereafter. The County shall state the frequency that non-profit Subcontracts are monitored.
- D. On-site visits focus on compliance and controls over compliance areas. DHCS analyst(s) shall make site visits to the subcontractor location(s), and can use a variety of monitoring mechanisms to document compliance requirements. The County shall follow-up on any findings and the corrective actions.
1. The County shall be responsible for any disallowance taken by the Federal Government, DHCS, or the California State Auditor, as a result of any audit exception that is related to the County's responsibilities herein. The County shall not use funds administered by DHCS to repay one federal funding source with

funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. DHCS shall invoice the County 60 days after issuing the final audit report or upon resolution of an audit appeal. The County agrees to develop and implement any CAP in a manner acceptable to DHCS in order to comply with recommendations contained in any audit report. Such CAP plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by DHCS within one year from the date of the plan.

- E. Counties that conduct financial audits of subcontractors, other than a subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify subcontractors of their appeal rights pursuant to that process. If any fiscal adjustments remain after the County and subcontractor have exhausted the internal appeals process, any SABG funds outstanding shall be returned to DHCS. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Part III of this Enclosure.
- F. If the County fails to comply with federal statutes, regulations, or the terms and conditions of the grant, DHCS may impose additional conditions on the subaward, including:
  - 1. Requiring additional or more detailed financial reports.
  - 2. Requiring technical or management assistance.
  - 3. Establishing additional prior approvals.
- G. If DHCS determines that the County's noncompliance cannot be remedied by imposing additional conditions, DHCS may take one or more of the following actions:
  - 1. Temporarily withhold cash payment pending correction of the deficiency by the County.
  - 2. Disallow all or part of the cost of the activity or action not in compliance.
  - 3. Wholly or partly suspend the award activities or terminate the County's subaward.
  - 4. Recommend that the suspension or debarment proceedings be initiated by the federal awarding agency.
  - 5. Withhold further federal awards.
  - 6. Take other remedies that may be legally available.

## **Part IV – Records**

### **Section 1 - General Provisions**

#### **A. Maintenance of Records**

The County shall maintain sufficient books, records, documents, and other evidence necessary for DHCS to audit contract/agreement performance and compliance. The County shall make these records available to SAMHSA, Inspectors General, the Comptroller General, DHCS, or any of their authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by County are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors.

1. County and subcontractors shall include in any contract with an audit firm a clause to permit access by DHCS to the working papers of the external independent auditor, and require that copies of the working papers shall be made for DHCS at its request.
2. County and subcontractors shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with DHCS. All records must be capable of verification by qualified auditors.
3. In alignment with Welfare and Institutions Code 14124.1, accounting records and supporting documents shall be retained for a 10-year period from the date the year-end cost settlement report was approved by DHCS for interim settlement. When an audit by the Federal Government, DHCS, or the California State Auditor has been started before the expiration of the 10-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within 10 years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. County's subcontracts shall require that all subcontractors comply with the requirements of Enclosure 2.
6. Should a subcontractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, County shall be responsible for

retaining the subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. County shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

7. The County shall retain all records in accordance with the record retention policy stipulated in Welfare and Institutions Code 14124.1.
8. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, County shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

### **Documents Incorporated By Reference**

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

1. Minimum Quality Drug Treatment Standards for SABG

## **Special Terms and Conditions**

*(For federally funded service contracts or agreements and grant agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" shall also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", "Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" shall all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.). The provisions herein apply to this Agreement unless the provisions are removed by reference on the face of this Agreement, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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## 1. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.



- e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

## **2. Travel and Per Diem Reimbursement**

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect,

as established by the California Department of Human Resources (CalHR), for nonrepresented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

### 3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

#### a. Equipment/Property definitions

Wherever the term equipment and/or property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

**b. Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

**c. Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

- (1) Equipment/property purchases shall not exceed \$50,000 annually.

To secure equipment/property above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property

- purchased by or through DHCS shall be deducted from the funds available in this Agreement. Contractor shall submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.
- (2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 shall also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses shall use a procurement system that meets the following standards:
- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
  - (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
  - (c) Procurements shall be conducted in a manner that provides for all of the following:
    - [1] Avoid purchasing unnecessary or duplicate items.
    - [2] Equipment/property solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
    - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of \$5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of

dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

- f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.
- g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor and/or subcontractor for inspection or audit.
- h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

#### **4. Equipment/Property Ownership / Inventory / Disposition**

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

- a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement shall be considered state equipment and the property of DHCS.

##### **(1) Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager.

**(2) Annual Equipment/Property Inventory**

- If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the DHCS Program Contract Manager. Contractor shall:
- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
  - (b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.
  - (c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
  - c. Unless otherwise stipulated, DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
  - d. The Contractor and/or Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
- (1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the DHCS Program Contract Manager.
- e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
  - f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and shall, at that time, query DHCS as

to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property shall be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions shall be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

**g. Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor shall return such vehicles to DHCS and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.
- (2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- (3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

**Automobile Liability Insurance**

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

- (b) The Contractor and/or Subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance shall identify the DHCS contract or agreement number for which the insurance applies.
- (c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.
- (d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
  - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).
  - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
  - [3] The insurance carrier shall notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

## 5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing \$5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding \$5,000, the Contractor shall obtain at least three bids or justify a sole source award.
  - (1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.
  - (2) DHCS may identify the information needed to fulfill this requirement.
  - (3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
    - (a) A local governmental entity or the federal government,
    - (b) A State college or State university from any State,
    - (c) A Joint Powers Authority,
    - (d) An auxiliary organization of a California State University or a California community college,
    - (e) A foundation organized to support the Board of Governors of the California Community Colleges,
    - (f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
    - (g) Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of an application or proposal for funding or pre/post contract award negotiations,
    - (h) Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2.](#)
- b. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
  - (1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.



- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of \$5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- e. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."
- i. Unless otherwise stipulated in writing by DHCS, the Contractor shall be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- j. Contractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 19, 20, 24, 32 and/or other numbered provisions herein that are deemed applicable.

## **6. Income Restrictions**

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

## 7. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a. The Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896.77)
- d. The Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.
  - (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- e. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

- f. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

## **8. Site Inspection**

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized 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.

## **9. Federal Contract Funds**

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- d. DHCS has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

## **10. Termination**

### **a. For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the

State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State shall pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

**b. For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least ninety (90) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

## **11. Intellectual Property Rights**

**a. Ownership**

- (1) Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come

into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

- (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Contractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to DHCS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third-party's license agreement.
- (4) Contractor agrees to cooperate with DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHCS and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

**b. Retained Rights / License Rights**

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

**c. Copyright**

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2010, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other

matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

**d. Patent Rights**

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to DHCS a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to DHCS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

**e. Third-Party Intellectual Property**

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHCS' prior written approval; and (ii) granting to or obtaining for DHCS, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and DHCS determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to DHCS.

**f. Warranties**

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
  - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
  - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
  - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
  - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright or the like, now existing or subsequently issued.

**g. Intellectual Property Indemnity**

- (1) Contractor shall indemnify, defend and hold harmless DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based



on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against DHCS.

- (2) Should any Intellectual Property licensed by the Contractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate DHCS for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges DHCS would suffer irreparable harm in the event of such breach and agrees DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

#### **h. Federal Funding**

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

#### **i. Survival**

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

**12. Air or Water Pollution Requirements**

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- a. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

**13. Prior Approval of Training Seminars, Workshops or Conferences**

Contractor shall obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

**14. Confidentiality of Information**

- a. The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. The Contractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

## **15. Documents, Publications and Written Reports**

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

## **16. Dispute Resolution Process**

- a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.
  - (1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
  - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her

designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Health and Safety Code Section 100171.
- c. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence shall be directed to the DHCS Program Contract Manager.
- d. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

## 17. Financial and Compliance Audit Requirements

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code Section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code Section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement;*** the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) ***If the Contractor is a nonprofit organization (as defined in H&S Code Section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement,*** the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) ***If the Contractor is a State or Local Government entity or Nonprofit organization (as defined by 2 C.F.R. §§ 200.64, 200.70, and 200.90) and expends \$750,000 or more in Federal awards***, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2 C.F.R. 200.501 entitled "Audit Requirements". An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

- (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
  - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
- (4) If the Contractor submits to DHCS a report of an audit other than a 2 C.F.R. 200.501 audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the DHCS program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the DHCS Program Contract Manager shall forward the audit report to DHCS' Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.
  - e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The DHCS program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
  - f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
  - g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
  - h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

## **18. Human Subjects Use Requirements**

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## **19. Novation Requirements**

If the Contractor proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with the Contractor, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

## **20. Debarment and Suspension Certification**

(Applicable to all agreements funded in part or whole with federal funds.)

- a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 CFR 180, 2 CFR 376

- b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.
  - (5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 CFR Part 180, Subpart C as supplemented by 2 CFR Part 376.
  - (6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the DHCS Program Contract Manager.
- d. The terms and definitions herein have the meanings set out in 2 CFR Part 180 as supplemented by 2 CFR Part 376.
- e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

**21. Smoke-Free Workplace Certification**

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

- a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.
- b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.
- c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.
- d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

**22. Covenant Against Contingent Fees**

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.



**23. Payment Withholds**

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or \$3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

**24. Performance Evaluation**

(Not applicable to grant agreements.)

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation shall not be a public record and shall remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

**25. Officials Not to Benefit**

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

**26. Four-Digit Date Compliance**

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

Contractor warrants that it will provide only Four-Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation is subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

**27. Prohibited Use of State Funds for Software**

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**28. Use of Small, Minority Owned and Women's Businesses**

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts shall be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors shall take all of the following steps to further this goal.

- a. Ensure that small businesses, minority-owned firms, and women's business enterprises are used to the fullest extent practicable.
- b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms, and women's business enterprises.
- c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.
- d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.
- e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

**29. Alien Ineligibility Certification**

(Applicable to sole proprietors entering federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. 1601, et seq.)

**30. Union Organizing**

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Government Code Sections 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

- a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.
- b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

- c. Grantee shall, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.
- d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee shall provide those records to the Attorney General upon request.

### **31. Contract Uniformity (Fringe Benefit Allowability)**

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
  - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
  - (2) Director's and executive committee member's fees.
  - (3) Incentive awards and/or bonus incentive pay.
  - (4) Allowances for off-site pay.
  - (5) Location allowances.
  - (6) Hardship pay.
  - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
  - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

- d. To be an allowable fringe benefit, the cost must meet the following criteria:
  - (1) Be necessary and reasonable for the performance of the Agreement.
  - (2) Be determined in accordance with generally accepted accounting principles.
  - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
  - (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.
  - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
  - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
    - (a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.
    - (b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

**32. Suspension or Stop Work Notification**

- a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification shall remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.
  - (1) Upon receipt of a suspension or stop work notification, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
  - (2) Within 90 days of the issuance of a suspension or stop work notification, DHCS shall either:
    - (a) Cancel, extend, or modify the suspension or stop work notification; or
    - (b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.
- d. If the suspension or stop work notification is cancelled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.
- e. If a suspension or stop work notification is not canceled and the Agreement is cancelled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- f. DHCS shall not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

### **33. Public Communications**

“Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

- a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.”

### **34. Compliance with Statutes and Regulations**

- a. The Contractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement.
- b. These authorities include, but are not limited to, Title 2, Code of Federal Regulations (CFR) Part 200, subpart F, Appendix II; Title 42 CFR Part 431, subpart F; Title 42 CFR Part 433, subpart D; Title 42 CFR Part 434; Title 45 CFR Part 75, subpart D; and Title 45 CFR Part 95, subpart F. To the extent applicable under federal law, this Agreement shall incorporate the contractual provisions in these federal regulations and they shall supersede any conflicting provisions in this Agreement.

### **35. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

- a. Certification and Disclosure Requirements
  - (1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
  - (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:
- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

**Attachment 1**  
**CERTIFICATION REGARDING LOBBYING**

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Contract / Grant Number	Signature of Person Signing for Contractor
Date	Title



After execution by or on behalf of Contractor, please return to:

California Department of Health Care Services

DHCS reserves the right to notify the contractor in writing of an alternate submission address.

**Attachment 2**  
**CERTIFICATION REGARDING LOBBYING**

Approved by OMB (0348-0046)

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

1. Type of Federal Action:		2. Status of Federal Action:		3. Report Type:	
– a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		– a. bid/offer/application b. initial award c. post-award		– a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.	
4. Name and Address of Reporting Entity:			5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Prime                      Subawardee Tier ____, if known:					
Congressional District, If known:			Congressional District, If known:		
6. Federal Department/Agency			7. Federal Program Name/Description:		
			CDFA Number, if applicable: _____		
8. Federal Action Number, if known:			9. Award Amount, if known:		
10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):			b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than \$100,000 for each such failure.					
Signature:					
Print Name:					
Title:					
Telephone Number:					
Date:					
Federal Use Only			Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)		

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

- 10.(a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
- (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
- 11.The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Substance Abuse Prevention and Treatment Block Grant (SABG)  
Primary Prevention Set-Aside Appendix  
State Fiscal Year 2022-23**

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**County Name****Date****Primary Prevention Set-Aside Appendix**

The Primary Prevention Set-Aside component of the SABG County Application must include the following:

**1. Detailed Budget**

Please complete the Excel County Workbook template for the Primary Prevention Set-Aside.

**2. Program Narrative for Primary Prevention Set-Aside**

The Detailed Budget for Primary Prevention must coincide with the Program Narrative. Please ensure the titles of the Budget and the Narrative correspond. The following categories must align with the County Strategic Prevention Plan (SPP) utilizing the Strategic Prevention Framework (SPF). Please notate any changes since the development of the SPP.

**a) Assessment (Not to exceed 1.5 pages)**

1. Statement of Purpose: Provide the county's overall organizational purpose/goals for primary prevention services

*Note: This information can be found in the SPP Introduction chapter.*

2. Priority Areas and Goals: Indicate the priority areas, goals, and the risk factors they address.

- a. Include the target population/service areas that prevention services will focus on and provide a data based justification for each. Target populations/service areas will need to align with objectives in the logic model.

**b) Capacity**

1. Insert the Capacity Building Plan from the county SPP. Included information should indicate SABG positions and must match submitted budgets.

**c) Planning**

1. Insert the logic model(s) from the county SPP that reflects priority areas, goals and SMART objectives.

**d) Implementation (Not to exceed 3 pages)**

1. Describe how the CSAP strategies identified in the logic model will address the identified risk factors and long-term outcomes.

*Note: This information can be found in the SPP Implementation chapter, Implementation Plan Summary*

- a. Indicate the Institute of Medicine (IOM) categories prevention services will implement.
- b. If the county implements Problem Identification and Referral (PIR) for primary prevention screening, indicate the screening tool/process.

**e) Evaluation (Not to exceed 2 pages)**

1. Insert table 8.1: Evaluation Plan from the Evaluation Chapter
2. Discuss overall program implementation and/or capacity building achievements the county accomplished since the prior SABG application. List the programs that have the greatest impact on the county's prevention outcomes.
3. Discuss the challenges of the overall primary prevention implementation, and include how the county will remedy those challenges.

**f) SPF Guiding Principle: Cultural Competency (Not to exceed 1 page)**

1. Describe how the county adheres to Culturally and Linguistically Appropriate Services (CLAS) to implement primary prevention services for underrepresented communities. Include advances made to promote and sustain a culturally competent system i.e. workforce development, collaborations, etc.
2. Describe how the county includes the target population(s) with strategic prevention planning.

**g) SPF Guiding Principle: Sustainability (Not to exceed 1 page)**

1. Describe how the county's implementation of the SPF contributes to the accurate combination of programs and practices to address the county's prevention priorities. Include collaborative processes and partnerships that contribute to the sustainability of primary prevention efforts and services.

The SABG Primary Prevention Set-Aside Budget(s) and Narrative(s) must be submitted electronically with the entire SABG County Application package. Please refer to SABG Enclosure 1 for more information.



## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Description**

### **Program 1 – Friday Night Live /Club Live**

2022-2024



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## Program 1: Friday Night Live – Club Live

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*Friday Night Live (FNL) and Club Live (CL), and FNL Kids Chapters are youth development and substance abuse prevention programs designed to create positive and healthy communities for and with young people. The program's goal is to prevent alcohol, tobacco, and other drug abuse among youth in San Bernardino County by engaging them as leaders and advocates for healthier lifestyles.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*Objectives for the FNL/CL program include, but are not limited to:*

- 1) Strong opportunities for youth involved in FNL/CL to develop skills in leadership, health advocacy, and resiliency*
- 2) Maintain the number of active FNL/CL chapters at a minimum of 25 and increase the number of youth participants*
- 3) Recruit community partners for FNL/CL prevention activities, educational resources, and support of drug-free youth*

*Program staff utilize the San Bernardino County Youth Development Survey (YDS) Data Report to track and measure outcomes for the program year. Youth development surveys are administered to FNL/CL youth participants annually.*

*Summary of YDS findings for FNL/CL youth for FY 20-21 (25 surveys)  
FNL Promotes Resilience:*

- 92% of youth agreed/strongly agreed/slightly agreed that FNL provides opportunities for leadership and advocacy.*
- 75% of youth agreed/strongly agreed/slightly agreed that FNL promotes school engagement.*
- 68% of youth agreed/strongly agreed/slightly agreed that FNL provides youth opportunities for community involvement and connection.*
- 87% of youth agreed/strongly agreed/slightly agreed that FNL provides youth opportunities to develop caring and meaningful relationships with adults and peers.*
- 87% of youth agreed/strongly agreed/slightly agreed that FNL provides a safe environment (both physically and emotionally).*

*Percentage of youth that agreed/strongly agreed/slightly agreed they developed skills in the following areas:*

- 79% *Planning and organizing time*
- 75% *Developing an action plan*
- 75% *Examining issues in their community*
- 79% *Leading group discussions and meetings*
- 71% *Planning events and activities*
- 79% *Carrying out a plan*
- 92% *Active listening*
- 50% *Writing*
- 92% *Working as part of a group*
- 79% *Public speaking*

*FNL Reduces Alcohol, Tobacco, and Other Drugs Risk:*

- 100% of youth agreed/strongly agreed/slightly agreed that in FNL they learn about problems that alcohol, tobacco and other drugs can cause.
- 100% of youth agreed/strongly agreed/slightly agreed that because of FNL they support youth making healthy choices that do not involve alcohol, tobacco or other drugs.
- 100% of youth agreed/strongly agreed/slightly agreed that FNL helps them to decide to do other things instead of using alcohol or other drugs.

**Special Accomplishments:**

*While there was a noticeable decrease in FNL chapters primarily due to COVID-19 restrictions these are a few significant accomplishments worth noting throughout different regions within San Bernardino County:*

*Five (5) FNL youth attended one conference (Office of Traffic Safety (OTS) and CA FNL Partnership Youth traffic Safety Summit in October 2020) that offered opportunities for training and leadership development.*

*One (1) FNL chapter (Chaparral High School) was awarded a \$3,000 Betting on Our Future (BOOF) grant from the CA Office of Problem Gambling to produce public service announcements (PSA) on teen gambling prevention, June 2021.*

*Three (3) FNL chapters (Adelanto High School, Granite Hills High School, and Operation New Hope) were each awarded a California Office of Traffic Safety (OTS) mini-grant of \$3,000 through the CA FNL Partnership to conduct prevention campaigns on underage drinking and teen traffic safety, June 2021.*

*Two (2) FNL chapters (Oak View and Chaparral High Schools) were each awarded an \$11,500 California Department of Education Tobacco Advocacy mini-grant to complete educational campaigns and activities on tobacco/vaping use prevention, June 2021.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*There is a Memorandum of Understanding (MOU) between the Department of Behavioral Health (DBH) and the Department of Public Health (DPH) for Friday Night Live/Club Live youth development chapters. The FNL/CL programs use the Substance Abuse and Mental Health Services Administration (SAMHSA) Strategic Prevention Framework for evidence-based strategies for positive youth development and applies core principles to promote positive outcomes and behavior among youth. All efforts are designed to prevent and reduce the harm of alcohol, tobacco, and other drugs. The core values of the FNL/CL programs include, but are not limited to:*

- Creating safe environments for youth*
- Alcohol, tobacco, and other drug prevention / healthier lifestyles*
- Skill building and leadership opportunities*
- Community engagement*
- Positive youth and adult partnerships*

*The service strategies used to classify the prevention efforts to engage youth are information dissemination of prevention services, education, alternative activities that exclude substance use, problem identification and referral, community involvement, and environmental (legal and regulatory).*

*Information dissemination provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse and addiction and their effects on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Clearing house/information resource center(s); b) Resource directories; c) Media campaigns; d) brochures/pamphlets; e) Public service announcements; f) Conferences/health fairs/promotions and h) information lines.*

*Education involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages) and systematic judgment abilities. Examples of activities*

*conducted and methods used for this strategy include (but are not limited to) the following: a) Classroom and/or small group sessions (all ages); b) Parenting and family management classes; c) Education programs for youth groups; and d) Children of substance abusers groups.*

*Alternative strategies provide for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by, alcohol, tobacco, and other drugs and would, therefore, minimize or obviate resorting to the latter. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Drug free dances and parties; b) Youth/adult leadership activities; c) Community drop-in centers; and d) Community service activities.*

*Problem identification and referral aims at identification of those who have indulged in illegal/age-inappropriate use of alcohol or tobacco and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavioral can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Prevention assessment and referral services; b) Student assistance programs; and c) Employee assistance programs.*

*Community involvement aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug use. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, inter-agency collaboration, coalition building and networking. Examples of activities conducted and methods for this strategy include (but are not limited to) the following: a) Multi-agency coordination and collaboration; b) Assessing community needs/assets; c) Assessing/ monitoring services and funding; d) Community/volunteer service or training; and e) Systematic planning.*

*Environmental strategies establish or change written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general population. This strategy can be divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives.*

*Examples of activities conducted and methods used for this strategy shall include (but not be limited to) the following: a) Creation/passage of local*

*policy, regulation, legislation or ordinances; b) Compliance with existing laws and policies; c) Consultation and technical assistance to support the implementation of local enforcement procedures; d) Activities to improve health and increase social and economic well-being in conjunction with alcohol/ drug prevention initiatives. SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program.*

*SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- Administrative Staff (such as; Program Specialists (Contract, I & II)), QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*

*FNL/CL services are provided by DPH and paid for through the MOU between DBH and DPH for FNL/CL services.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and*



*outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*By June 2021, (8) FNL/CL Chapters (8 FNL chapters, no current active CL or FNL Kids chapters) were established throughout the High Desert, East Valley, Central Valley, and West Valley regions of San Bernardino County. Seven hundred (120) active core youth participants were enrolled in FNL and CL chapters.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
Contract Program Specialist I - Administration
Program Specialist I - Administration
Program Specialist I –Administration
Program Specialist II - Administration

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*The DPH submits quarterly and annual reports to the DBH with planning efforts, steps taken toward education, policy, media advocacy, and enforcement of policies implemented. The FNL program records performance units of service on a monthly basis in the Primary Prevention Substance Use Disorder Data Service (PPSDS) system. PPSDS is the mandated statewide collection and management system for CA FNL Partnership. Data is monitored, verified, and approved by DBH prevention program coordinators for accuracy. Any deficiencies or areas that need improvement are addressed through technical assistance and training to resolve identified problems.*

*Formal reviews are completed on a bi-annual basis. Following the reviews, any areas needing improvement or issues of noncompliance items with any of the reporting requirements are identified. In the event, deficiencies are noted during the Formal Bi-annual Review, the information is discussed with the program provider and a report detailing the review is generated. Program providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance is provided as needed. As appropriate, a follow up review is conducted to ensure corrections are in place.*



## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

### **Program 2 – Perinatal**

2022-2024





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## Program 2: Perinatal Treatment

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*DBH offers Perinatal Treatment services to provide comprehensive intensive outpatient treatment services for pregnant, parenting women with dependent children and women attempting to regain custody of their children. Prevention, Identification, and reduction of perinatal opioid and other substance use during pregnancy and the postpartum period are critical to support the health and wellbeing of women and their children.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*For Fiscal Year (FY) 2020/2021, the Perinatal Program served 256 unduplicated clients and provided 304 treatment episodes and 15,501 services which consisted of treatment components such as individual and group counseling which provided 30,869 service hours. Additionally, 44 children received therapeutic services, such as social skills, anger management, and other educational activities.*

*DBH's objective is to continue to provide Perinatal Treatment services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

*Objectives include:*

- *Reduced recidivism rate for criminal justice clients*
- *Perinatal women's abstinence from all illicit drugs and alcohol for a measured time period*
- *Perinatal women's obtainment or continuation of secure and adequate housing upon exit from the program*
- *Perinatal women remain engaged in meaningful recovery efforts through their treatment program*
- *Perinatal women's increased understanding of the health benefits of regular attendance at medical/dental appointments as identified by reported attendance at scheduled appointments*
- *Perinatal women's increased understanding and reported/observed use of positive parenting skills.*

*Outcomes specific to the children of perinatal women being served in the program:*

- *Number of child(ren) screened and assessed and their age*
- *Services provided to the child (ren) (direct services) and services provided by referral (indirect services) per child, and per type of service.*

- *Physical health referrals provided such as:*
  - *Immunization*
  - *Primary Care Physician Appointments*
- *Dental Appointments*
- *Educational services*

c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*DBH Perinatal services provides substance use disorder treatment services and other therapeutic interventions to women who are diagnosed with a SUD and are pregnant, parenting, or attempting to regain legal custody of her child(ren). Perinatal Services provide a planned regimen of treatment, consisting of regularly scheduled treatment sessions within a structured program, for a minimum of 9 hours of treatment per week for adults provided at minimum 3 hours per day, 3 days per week.*

*Priority admission for women in perinatal services is given in the following order:*

- *Pregnant injection drug users;*
- *Pregnant substance users;*
- *Parenting injection drug users;*
- *Parenting substance users.*

*All Perinatal Services programs comply with the most current Department of Health Care Services (DHCS) Perinatal Practice Guidelines, by providing the following:*

- *Outreach and engagement*
- *Screening*
- *Intervention*
- *Assessment and Placement*
- *Treatment Planning*
- *Referrals*
- *Interim Services*
- *Case Management*
- *Transportation*
- *Recovery Support*
- *Residential treatment*
- *Outpatient and Intensive Outpatient*

*Supervising Social Worker provides technical assistance and training to subcontracted providers, ensures subcontractors are in compliance with federal, state and county standards and requirements that may be indicated in programs, block grant standards and contract guidelines.*

*Supervising Social Workers are provided county issued equipment, such as; cellphones and vehicles to assist in the performance of their duties.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- Program Coordinator Staff (Supervising Social Worker & Social Worker II): program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations*
- Administrative Staff (Staff Analyst II) assists with budgeting*
- Administrative Staff (such as; Mental Health Program Manager II, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*

*Perinatal Treatment services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people*

*groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*DBH Perinatal Treatment services provides services to clients from all regions of the County and targets pregnant, parenting women with dependent children and women attempting to regain custody of their children.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
Supervising Social Worker - Administration
Social Worker II - Administration
Social Worker II - Administration
Staff Analyst II - Administration
Contract Program Specialist I - Administration
Mental Health Program Manager II - Administration
Program Specialist I - Administration

<i>Program Specialist I –Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>
<i>Supervising Social Worker - Administration</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

### **Program 3 – Environmental Prevention**

**2022-2024**



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### Program 3: Environmental Prevention

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*DBH Environmental Prevention focuses on interventions that occur prior to the onset of a substance use disorder that are intended to prevent the occurrence of the disorder or reduce risk for the disorder. The program's goal is to optimize health and well-being of San Bernardino County residents by defining risk levels for individuals, groups, or communities to ensure appropriate strategies and programs are selected to best meet service recipient needs.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*Successful Environmental Prevention services in the County produce effective community-level results through the use of five integrated strategies, which include the following:*

- *data collection and analysis;*
- *community organizing;*
- *policy development based on environmental or community condition change;*
- *media advocacy; and*
- *enforcement.*

*These five strategies are designed to produce changes in the community environment and align with the SUD Prevention Priority Areas of Marijuana, Methamphetamine, Alcohol, and Opiates. Successful outcomes in prevention efforts have been developed through logic models that integrate the five strategies into a clear and focused prevention campaign.*

*Prevention services for DBH are subcontracted to providers. Program services are implemented through community collaborations consisting of prevention service subcontractors, regional community members, and often, key members from law enforcement, school, and other health and social services systems. The prevention service subcontractors receive and provide support and leadership in planning, developing, and implementing the countywide campaigns for the prevention strategies.*

- *Collaboration Meetings – Subcontractors shall support the County's goal of developing collaborative community partnerships.*
  - *Subcontractors conduct a minimum of 12 meetings per year with one or more community collaborations that consist of strategic partners in support of advancing SUD Prevention Priority Areas, and initiate improvement in diverse community conditions.*
  - *Subcontractors meet with the DBH and Research and Evaluation (R&E), Media Advocacy, and Policy Workgroups at minimum once*

*per month, or as directed by DBH to discuss regional and countywide SUD prevention issues, strategies, and prevention campaign activities.*

- *Community Member Recruiting – Subcontractors engage and retain approximately 20 culturally and linguistically diverse community members from each city, including cities with multiple zip codes in the Subcontractor's region(s), which includes youth between 12 to 25 years of age, to participate in one or more community collaborations to implement environmental prevention strategies. Utilization of less than 20 community members from each city due to the remoteness of the city or the sparse population is approved by DBH.*
- *News Stories – Subcontractor and/or their community partners develop and submit a minimum of 12 unduplicated news stories of which at least three are Spanish language that appear in broadcast or print media per year in the County of San Bernardino.*
- *Media Event or News Conference - Subcontractor plans and conducts at minimum one media event or news conference that advances specific policies or practices and initiate improvement of community conditions.*
- *Community Policies – Subcontractor, in support of community partners and residents, researches and prepares a minimum of two local governing organization (neighborhood-community, City, County, etc.) or business related organization (Chamber of Commerce, etc.) policies to address and initiate improvement in community conditions.*
- *Youth Participation - Subcontractor engages culturally and linguistically diverse youth between 12 to 25 years of age, as regular members in community collaborations in support of advancing specific policy recommendations that address SUD Prevention Priority Areas and initiate improvement in community conditions.*
- *Youth Leadership Skill Development - Subcontractor assists, identifies, and facilitates youth leadership skills development, that is related to advancing environmental prevention strategies, for up to six youth.*
- *Community Perception Surveys: collected throughout the year, or as designated by DHCS. Subcontractor collects consumer perception data for clients served by environmental prevention programs.*

<i>Total Strategy Counts in Environmental Prevention Services FY: 2020-21</i>	
<i>EP Services Provided</i>	<i>Number of Activities/ Disseminated Materials</i>
<i>Surveys Collected</i>	410

<i>Health Fairs/Conferences attended to Disseminate or Receive EP Information</i>	44
<i>Active Coalitions throughout Subcontracted Regions</i>	13
<i>Speaking Engagements Conducted to Deliver EP info. to Attendees</i>	80
<i>Printed Materials Disseminated (i.e. newsletters, flyers, fact sheets, etc.)</i>	1,574
<i>Training Services Attended or Provided on EP Strategies and Issues</i>	239
<i>Friday Night Live/Club Live Chapters throughout County</i>	8
<i>Incidences of Technical Assistance Provided</i>	134

*Subcontractors demonstrate progress and achieve specified deliverables by June 15 of each fiscal year. Quarterly and annual reports are submitted to DBH as documentation of progress for meeting contract requirements.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*DBH is responsible for managing a full range of Substance Use Disorder (SUD) prevention, treatment and education services for individuals and communities as part of the continuum of care model for substance use disorders. San Bernardino County is required to have a current and DHCS approved Strategic Prevention Plan (SPP). The SPP is developed every five (5) years, and reviewed on an annual basis by DHCS to monitor for compliance and enable any amendments to be made. These services are provided through county-operated clinics and with community-based subcontracted providers with the goal of promoting prevention, intervention, recovery and resiliency for individuals and families. It is the responsibility of DBH to monitor all county funded SUD providers for compliance with state and federal laws and regulations. Services are available to all county residents regardless of race, religion, gender, sexual orientation, or disability including chronic illness or HIV. A multitude of treatment and service options are*

*designed to provide the necessary assistance and support to move individuals and families through the continuum of care toward the road to health, wellness and recovery.*

*Due to the geographic size of the county, it is divided into regions to provide services in all areas: Central Valley, East End, West End, Mountains and Desert Regions. These subcontracted prevention providers' work to prevent and/or reduce the availability and accessibility of alcohol, tobacco and other drugs that lead to abuse and misuse in communities throughout the county. Various departments within DBH are involved in the execution of services along with subcontracted providers, Department of Public Health – Friday Night Live, Community Health Collaborative (CHC) Tobacco Initiative, and the Cultural Competency Advisory Committee. All have a clear understanding of community needs and involve community members in all stages of the planning process. It is the priority of DBH to promote prevention services as part of the continuum of care model.*

*DBH was successful in engaging partners in the planning process and the development of coalitions in each region. We have been able to fill the gaps in data by using qualitative methods by increasing the number of key informant interviews throughout the county. This in turn enables us to identify strengths and weaknesses in our priority areas.*

*The service strategies used to classify the prevention efforts to engage community members are information dissemination of prevention services, education, alternative activities that exclude substance use, problem identification and referral, community involvement, and environmental (legal and regulatory).*

*Information dissemination provides awareness and knowledge of the nature and extent of alcohol, tobacco, and drug use, abuse and addiction and their effects on individuals, families and communities. It also provides knowledge and awareness of available prevention programs and services. Information dissemination is characterized by one-way communication from the source to the audience, with limited contact between the two. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Clearing house/information resource center(s); b) Resource directories; c) Media campaigns; d) brochures/pamphlets; e) Public service announcements; f) Conferences/health fairs/promotions and h) information lines.*

*Education involves two-way communication and is distinguished from the Information Dissemination strategy by the fact that interaction between the educator/facilitator and the participants is the basis of its activities. Activities under this strategy aim to affect critical life and social skills, including decision-making, refusal skills, critical analysis (e.g., of media messages) and*

*systematic judgment abilities. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Classroom and/or small group sessions (all ages); b) Parenting and family management classes; c) Education programs for youth groups; and d) Children of substance abusers groups.*

*Alternative strategies provide for the participation of target populations in activities that exclude alcohol, tobacco, and other drug use. The assumption is that constructive and healthy activities offset the attraction to, or otherwise meet the needs usually filled by, alcohol, tobacco, and other drugs and would, therefore, minimize or obviate resorting to the latter. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Drug free dances and parties; b) Youth/adult leadership activities; c) Community drop-in centers; and d) Community service activities.*

*Problem identification and referral aims at identification of those who have indulged in illegal/age-inappropriate use of alcohol or tobacco and those individuals who have indulged in the first use of illicit drugs in order to assess if their behavioral can be reversed through education. It should be noted, however, that this strategy does not include any activity designed to determine if a person is in need of treatment. Examples of activities conducted and methods used for this strategy include (but are not limited to) the following: a) Prevention assessment and referral services; b) Student assistance programs; and c) Employee assistance programs.*

*Community involvement aims to enhance the ability of the community to more effectively provide prevention services for alcohol, tobacco, and drug use. Activities in this strategy include organizing, planning, enhancing efficiency and effectiveness of services implementation, inter-agency collaboration, coalition building and networking. Examples of activities conducted and methods for this strategy include (but are not limited to) the following: a) Multi-agency coordination and collaboration; b) Assessing community needs/assets; c) Assessing/ monitoring services and funding; d) Community/volunteer service or training; and e) Systematic planning.*

*Environmental strategies establish or change written and unwritten community standards, codes and attitudes, thereby influencing incidence and prevalence of the abuse of alcohol, tobacco, and other drugs used in the general population. This strategy can be divided into two subcategories to permit distinction between activities which center on legal and regulatory initiatives and those which relate to the service and action-oriented initiatives. Examples of activities conducted and methods used for this strategy include, but are not limited to the following: a) Creation/passage of local policy, regulation, legislation or ordinances; b) Compliance with existing laws and policies; c) Consultation and technical assistance to support the development and implementation of local enforcement procedures; d) Activities to improve*



*health and increase social and economic well-being in conjunction with alcohol/ drug prevention initiatives.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- Program Coordinator Staff (Social Worker II): program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*
- Administrative Staff (Staff Analyst II) assists with program data collection and analysis.*
- Administrative Staff (such as; Mental Health Program Managers I & II, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*
- Mental Health Specialist; community engagement and education.*

*Environmental Prevention Services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and*

*contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*Environmental Prevention service areas span across San Bernardino County. With the geographic size of the county, service areas for environmental prevention divide into the following areas: Central Valley, East End, West End, Mountains and Desert Regions. Target populations for environmental prevention services align with the Center for Substance Abuse Prevention (CSAP), Institute of Medicine (IOM) categories; universal direct, universal indirect, selective and indicated. Universal strategies approach prevention services for an entire population without regards to risk or protective factors. Selective prevention strategies target subgroups of the population to determine risk for substance abuse, while indicated prevention strategies target individuals showing signs of substance use problems. The target populations includes; individuals, families, peers, schools, communities, and the environment and society of San Bernardino at large.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
Social Worker II
Staff Analyst II
Mental Health Program Manager I - Administration
Contract Program Specialist I - Administration
Mental Health Program Manager II - Administration

<i>Mental Health Specialist - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I –Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*The evaluation of Environmental Prevention services is provided through multiple evaluation methods. Bi-annual program reviews ensure subcontracted providers for Environmental Prevention services remain in compliance with contractual deliverables and ensure effective prevention strategies are implemented in the respective regions of the county. Through required quarterly and annual reports, subcontracted providers report progress made towards strategy implementation. Using the Strategic Prevention Framework, prevention program coordinators ensure assessment, capacity, planning, implementing and evaluating of prevention services for each prevention campaign throughout the county. Prevention program coordinators co-facilitate mandatory monthly prevention workgroups with all subcontracted providers to ensure continuity of services, avoid an overlap of services and support strategic planning efforts. Monthly reporting of prevention data in the Primary Prevention Substance Use Disorder Data Service (PPSDS) system ensures providers accurately report CSAP categories and activities. County prevention program coordinators provide continual technical assistance and training to improve outcomes and resolve identified problems. As appropriate, follow up is conducted to ensure corrections are in place.*





## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

# **Program 3 – Environmental Prevention Appendix**

**2022-2024**



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## Program 3: Environmental Prevention Appendix

### 1. Detailed Budget:

*A detailed budget for Environmental Prevention has been prepared and it can be found as an attachment in an Excel spreadsheet.*

### 2. Program Narrative:

#### a) Assessment:

1. **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*DBH Environmental Prevention focuses on interventions that occur prior to the onset of a substance use disorder that are intended to prevent the occurrence or reduce risk for the disorder. The program's goal is to optimize the health and well-being of San Bernardino County residents by defining risk levels for individuals, groups, or communities to ensure appropriate strategies and programs are selected to best meet service recipient needs.*

#### 2. Priority Areas and Goals:

- I. **Priority Populations and Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds.

*The SABG program targets the following priority populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.*

#### II. Goals:

- a. **Marijuana:** Decrease marijuana use among youth and young adults (ages 18-25). Identified problem areas include:

- i. Ease of accessibility
- ii. Legalization of adult recreational marijuana
- iii. Low perception of harm
- iv. Early onset of marijuana use

- b. **Methamphetamine:** Decrease methamphetamine use among families, youth, and young adults (ages 18-25). Identified problem areas include:

- i. High frequency use of drugs
- ii. Family history of use
- iii. Early initiation of drug use

- c. **Alcohol:** Decrease alcohol consumption among youth and young adults (ages 18-25). Identified problem areas include:
  - i. Early onset of alcohol use
  - ii. Alcohol impaired collisions
  - iii. Alcohol is readily available
- d. **Opioids:** Decrease prescription drug use/misuse among youth and young adults (ages 18-25). Identified problem areas include:
  - i. Low perception of harm
  - ii. Ease of accessibility
  - iii. Incorrect disposal
  - iv. Increases in youth prescription drug use

**b) Capacity:**

*The capacity building plan aligns with the SPP components as completed per priority area and it outlines the capacity challenges and/ or gaps (SPP charts can be provided). Stated information lines up with total EP assigned staffing and reflects provided budgets.*

**c) Planning:**

1. **Priority Area:** *Priority Areas: Marijuana, Alcohol, Opioids, Methamphetamine*
2. **Problem Statement:**
  - I. **Marijuana-***The favorable attitude towards marijuana and the ease of access of marijuana contribute to early use among youth and young adults.*
  - II. **Methamphetamine-***Early initiation of use and family history of use contributes to high frequency of methamphetamine use.*
  - III. **Alcohol-** *Alcohol availability (ease of access) contributes to early onset of alcohol use and alcohol related traffic collisions among youth and young adults.*
  - IV. **Opioids-** *Low perception of harm and increased availability due to over-prescribing and incorrect disposal contribute to higher prescription drug use among youth and young adults.*
3. **Goal (Behavioral Changes):**

*Decrease marijuana use among youth and young adults (ages 18-25).  
Decrease methamphetamine use among families, youth, and young adults (ages 18-25).  
Decrease alcohol consumption among youth and young adults (ages 18-25).*

*Decrease prescription drug use/misuse among youth and young adults (ages 18-25).*

Objective	Strategies	What is going to happen as a result of implemented strategies?			Indicators
		Short Term Outcomes	Intermediate Outcomes	Long Term Outcomes	
All objectives were listed in our county SPP with the completion date of 2025.	Education  Alternative (for CL/FNL)  Community Based Process  Information Dissemination	All these outcomes were to be met by 2021.	All these outcomes are to be met by 2023.	All these outcomes are to be met by 2025.	Pre-post Surveys  Local Surveys  FNL Youth Development Survey  CHKS data  PPSDS

#### **d) Implementation Plan**

*San Bernardino County Substance Use Disorder Recovery Services (SUDRS) has developed an implementation plan that illustrates how our county will develop goals and strategies for each objective. The objectives will enable the County to achieve the intended outcomes and monitor progress. The strategies primarily consist of existing programs through our contracted providers that have demonstrated success in impacting the communities being served.*

#### **Strategies**

*Information Dissemination (ID), Education (ED), Community-Based Process (CBP), Environmental (ENV), and Alternatives (ALT)*

**IOM Categories:** *Universal Direct and Universal Indirect*

## e) Evaluation

### 1.

Degree of Change	Outcomes	Performance Measures	Method of Data Collection	Tools/Data Source	Roles and Responsibilities	Timeframe
Short, Intermediate, and Long	These are based on the degree of change. Therefore, target dates were set as; 2021, 2023, and 2025.	All performance measures were set specific to each program, its target population, as set per degree of change and outcomes.	Record Review Report Review Surveys	PPSDS, Contract Provider Reports, Pre/post Surveys, Local Surveys, FNL Youth Development Survey, CHKS	FNL Program Staff Contracted Providers	During the Program, After the Program

### 2.

Total Strategy Counts in Environmental Prevention Services FY: 2020-21	
EP Services Provided	Number of Activities/ Disseminated Materials
Surveys Collected	410
Health Fairs/Conferences attended to Disseminate or Receive EP Information	44
Active Coalitions throughout Subcontracted Regions	13
Speaking Engagements Conducted to Deliver EP info. to Attendees	80
Printed Materials Disseminated (i.e. newsletters, flyers, fact sheets, etc.)	1,574
Training Services Attended or Provided on EP Strategies and Issues	239
Friday Night Live/Club Live Chapters throughout County	8
Incidences of Technical Assistance Provided	134

3. *Challenges have included COVID-19 restrictions and guidelines that limited EP Program Providers access to schools and communities resulting in a lack of services provided and data gathering efforts. Also, Program Provider staffing shortages resulted in continual turnover creating constant training needs.*

*To relieve stated challenges, now that COVID-19 restriction and guidelines have changed, we are encouraging our Program Providers to reengage communities throughout San Bernardino County; targeting schools in all the county regions. To address Program Provider staffing shortages, we've met with Provider administrators to offer support and guidance with their current recruiting and retentions efforts.*

**f) SPF Guiding Principle: Cultural Competency**

- 1. The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*
- 2. This incorporates and is all inclusive to overall primary targeted populations listed within the 2020-2025 SPP. The racial/ethnic*

*composition of the County is quite diverse; 77.9% of the population is Caucasian, 57.6% are Latino, 9.7% are African-American, 6.8% are Asian/Pacific Islander, 2.0% are Native American, and 3.3% are two or more races. 33.9% of the overall population in San Bernardino County speak Spanish.*

**g) SPF Guiding Principles: Sustainability**

- 1. Developing a skilled and knowledgeable workforce in the discipline of substance use prevention is a central strategy to sustain positive prevention outcomes. SUDRS will continue to attend periodic training, conferences and seminars on critical issues related to substance use. SUDRS continues to involve EP program providers and community stakeholders as strategic partners in discussions of prevention planning, implementing, assessing, evaluation and building capacity for strengthening the growth of environmental prevention. Through monthly workgroups, coalition meetings and provider meetings, SUDRS lends ourselves to active partnership, feedback, and discussions that will cultivate community partnership and involvement. SUDRS understands that community and stakeholder involvement supports the sustainability of our county's prevention work. In building the capacity for the strategic plan, SUDRS efforts for sustainability will include expanding already established partnerships with agencies and community stakeholders, ensuring we continue identifying champions and leaders for prevention. This would include the San Bernardino County Department of Public Health for the administering of Friday Night Live Partnership. SUDRS will continue to be involved in strategic planning processes of our EP Program Providers to ensure inclusion of SUD prevention efforts through monthly workgroups and contract provider program reviews. The department will also maintain and increase partnerships and collaborations with community coalitions that address SUD prevention efforts and continue to collect quantitative and qualitative data to assist in prevention planning efforts. SUDRS will continue to use data and community input to stay abreast of community needs, as we understand that sustainability is a strategy for growth.*





## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

### **Program 4 – Recovery Centers**

**2022-2024**



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## Program 4: Recovery Centers

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*The objective of Recovery Centers is to provide comprehensive efficient supportive strategies to assist in the ongoing prevention of substance use disorders and relapse. Recovery Centers provide substance-free alternative activities, information dissemination, vocational and educational opportunities, and training classes including overall wellness to the client and continuously assess, if further or a higher level of care may be required.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*The Recovery Centers provide continuing support services to the community at large throughout San Bernardino County. They provide a variety of services including trainings, educational classes, host Self-Help groups and offer family support activities in the community such as "clean and sober" picnics, dances, and other recognition events. The end-result of the events is to encourage a positive image in the community for recovery services.*

*Recovery Centers have written procedures to identify outcomes of program services and outcome measures utilized for the program, such as:*

- *Clients have reduced or ceased smoking,*
- *Increased awareness of Substance Use Disorders,*
- *Increased skills in dealing with everyday activities (IE: Budgeting, Self-Care, Substance Use Refusal Skills, Parenting Skills, etc.),*
- *Increased their protective factors, and*
- *Increased abilities in maintaining overall wellness and generate significant reduction of substance use/abstinence.*

*The estimated number of clients served in FY 20/21:*

- *Smoking Cessation classes – 274*
- *Drug Education Training – 632*
- *Life Skills Training – 146*
- *Family Support Groups – 61*
- *After Care Groups – 1,422*
- *Social Activities – 5,465*
- *Parenting Education – 539*
- *Relapse Prevention – 1,014*
- *Anger Management – 707*
- *12 Step Self Help – 2,911*

*Due to the COVID-19 pandemic and restrictions, the numbers decreased from last fiscal year. Recovery Centers are operational for in-person visits, and anticipate an increase in services in the next fiscal year.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*Recovery Centers' primary purpose is to support the recovery efforts from substance use disorders of persons in the communities of San Bernardino County. Recovery Centers provide a supportive substance free environment where persons in recovery and those seeking support in their recovery process can work with one another to secure resources that will help sustain and strengthen their wellness efforts. Recovery Center services include a wide variety of self-help groups, healthy socialization opportunities, information dissemination, vocational and educational opportunities, training classes and linkage to any other kind of necessary services. Recovery Centers provides access to services for families and significant others of persons in recovery and can serve as a focal point for prevention services.*

*Some of the Recovery Centers offer Drug-Medical Recovery Services to offer support for recovery and prevent relapse with the objective of restoring the client to their best possible functional level. Recovery Services are provided in the context of an individualized treatment plan that includes specific goals.*

*Recovery Services treatment component includes:*

- *Assessment*
- *Care Coordination*
- *Counseling (individual and group)*
- *Family Therapy*
- *Recovery Monitoring*
- *Relapse Prevention*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*

- *Administrative Staff (such as; Mental Health Program Managers I & II, Program Specialists (Contract, I & II), and Secretary I & II) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*
- *Mental Health Specialist; community engagement and education.*

*Recovery Center and Recovery Services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services*

*the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*DBH anticipates subcontracted providers to provide Recovery Center and Recovery Services to an estimated 50% of alumni from previous treatment programs and SUD clients from all areas of San Bernardino County.*

*Recovery Services are available for youth and adults to support recovery efforts to include those in ongoing MAT services. Recovery Services can be provided based on client self-assessment or provider assessment of relapse risk. Substance Use Disorders (SUD) are chronic relapsing disorders, thereby making the prevention of relapse one of the critical elements of effective sustained recovery.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

<i>Staff Position Title</i>
<i>Mental Health Program Manager I – Administration</i>
<i>Social Worker II - Administration</i>
<i>Clinic Therapist I</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Mental Health Specialist - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I –Administration</i>
<i>Program Specialist II - Administration</i>

<i>Secretary I - Administration</i>
<i>Secretary II</i>
<i>Supervising Social Worker</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview are conducted during two program (mid-Year and Formal Annual) reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*





## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 5 - Tuberculosis (TB) and Human Immunodeficiency Virus (HIV) Services**

2022-2024





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**Program 5: Tuberculosis (TB) and Human Immunodeficiency Virus (HIV) Services**

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*The purpose of Tuberculosis (TB) and Human Immunodeficiency Virus (HIV) services is to provide DBH clients access to TB and HIV screenings and HIV counseling services if found to be HIV positive. Substance Abuse and Prevention Treatment Block Grant (SABG) regulations require counties that provide SUD services and receive SABG funding have a provision for TB testing and services. Adding HIV services will be a new component combined with TB services.*

*Behavioral health treatment communities have long been aware of the intersection between substance misuse, mental disorders, and diseases such as tuberculosis and HIV. HIV is a top leading cause of death in the U.S. for people aged 25-44, and the Substance Abuse and Mental Health Services Administration's (SAMHSA) National Survey on Drug Use and Health reports that people living with HIV were two times more likely to have a substance use disorder (SUD) than the general population. Beginning in State Fiscal Year (SFY) 2021-22, DHCS will allow counties to use up to five percent of their total SFY SABG allocation for oral fluid rapid HIV testing as well as HIV pre-post test counseling.*

*The goal of adding HIV services to the already established TB services will be to assist in providing early intervention for high-risk individuals and linking them to additional services if needed.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*DBH's objective is to continue to provide TB services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders. Due to the COVID-19 pandemic and restrictions, TB services were impacted. As public health restrictions ease, it's anticipated TB services will increase in future fiscal years.*

*For the new HIV service component, DBH will pilot this program in County outpatient clinics with the goal of adding additional providers in following years. All client's will be provided the opportunity for oral fluid HIV testing if consent is provided at intake into the program.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*DBH maintains an MOU with the DPH to provide Integrated Infectious Disease Services, specifically TB testing and chest x-ray services, counseling and primary care services to clients who are participating in DBH's continuum of care for substance use disorders.*

*DBH is in the process of amending the MOU with DPH to add HIV program components, which includes confirmatory testing if the oral fluid HIV testing indicates a positive test for antibodies of the virus. DBH county clinics will provide oral fluid HIV testing conducted by a nurse or the Medical Doctor (MD) during the physical exam appointment, when the client consents to testing. The nurse or MD will be present with the client during testing to provide support and guidance if positive (pre-counseling). The client will be provided a warm-hand off by the nurse, MD or their primary counselor to DPH where the client will receive confirmatory testing and be provided post-counseling and information/linkage to available healthcare services to treat the client who is HIV positive.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for; supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- Administrative Staff (such as; Program Managers I, and Program Specialists (Contract, I & II), QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*
- Office Assistant III maintains the supply of TB/HIV vouchers and referrals, completes TB/HIV voucher orders, and maintains TB/HIV tracking.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and*

*language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*DBH clients participating the continuum of care for substance use disorders and are in need of TB, HIV testing and services.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
Contract Program Specialist I - Administration
Program Specialist I - Administration
Program Specialist I –Administration
Program Specialist II - Administration

*Program Manager I - Administration*

*Office Assistant III*

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*The TB program is fully implemented. The HIV program full implementation target date was January 1, 2022. Due to the Public Health Emergency during the Corona virus pandemic, a delay in implementation was realized. The new target date for implementation of the HIV program will be January 1, 2023.*

*Phases of program development will be as follows:*

- *Collaborative meetings between DBH and DPH: Define roles and responsibilities through October 1, 2021 – complete*
- *DPH MOU Amendment: Final by July 1, 2022 – in process*
- *Procurement of oral fluid HIV tests: December 1, 2021 - complete*
- *Policy and Procedure Development: Final by July 1, 2022 – in process*
- *Trainings: July – December 2022*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*DBH is responsible for the monitoring and the tracking of the TB tests with subcontracted treatment providers. DBH has an established process to ensure that subcontracted providers receive TB Vouchers for clients to obtain free testing through the DPH. Technical assistance is provided by DBH and DPH as necessary. DBH will be adding HIV test tracking as well to monitor both activities.*

*DBH will be implementing a follow-up process for clients leaving SUD treatment through outreach efforts and educational materials. DBH will monitor the number of outreach efforts conducted per FY to assist in evaluating efforts to increase client’s awareness of continued TB medical evaluations and services.*



## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

### **Program 6 – Recovery Residences**

2022-2024



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## Program 6: Recovery Residences

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*DBH's Recovery Residences, formerly known as Transitional Housing provides San Bernardino County residents with housing units in a sober living environment for adult clients and adult clients with children.*

*The program is a structured, clean and sober, 24/7 living environment which provides basic necessities in a home-like atmosphere. Recovery Residences provide access to services and activities that help maintain sobriety and prepare individuals to secure permanent housing.*

*Recovery Residences are designed to help the client maintain a substance-free lifestyle and transition back into the community. Clients' attendance in recovery and/or treatment services is mandatory while they reside in a Recovery Residence. Clients are free to participate in self-help meetings or other activities that help maintain sobriety and activities are supervised within a substance-free environment. Recovery Residences do not provide treatment.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*The purpose of this program is to provide a supervised shared living environment free from alcohol and illicit drug use and centered upon peer supports and connection to services that promote sustained recovery from substance use disorders. The goal of the program is to provide a secure environment for the individual/family while preparing the client to secure permanent housing.*

*In Fiscal Year (FY) 2020/2021 Recovery Residences served 172 clients. Out of those, 98 client were female clients and 74 were male clients. During the same FY, 103 clients completed goals and established permanent housing. In addition, 104 clients completed the program and are currently employed or attending school.*

*DBH's objective is to continue to provide Recovery Residence services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.



*Recovery Residences are uniquely qualified to assist individuals in all phases of recovery, especially those in early recovery, by furnishing social capital and recovery supports.*

*DBH includes San Bernardino County residents who are experiencing substance use disorders and are actively engaged in medically necessary SUD treatment or Recovery Support Services provided off-site. Recovery Residences has been identified as a service integral to the client's overall recovery.*

*Recover Residences are subcontracted to provide the following services:*

- *Admission*
- *Supervised planned activities in a substance-free environment*
- *Random Drug Testing*
- *Monthly Resident Council Meetings, facilitated by a House Manager*
- *Monitoring attendance at recovery services, treatment program, job search, employment or an educational program*
- *Provides referrals for other services to coordinate access to necessary support*
- *Food, if necessary*

*Recovery Residence access necessary support services in order to ensure clients successfully transition back to the community and assist in maintaining recovery, and to help prevent relapse.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*
- *Administrative Staff (such as; Mental Health Program Manager II, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*

*Recovery Residences services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*Recovery Residences serves priority populations as follows: perinatal clients, including women who are pregnant, in the postpartum stage*

*and/or or parenting, along with their children; Post Release Community Supervised clients referred from County Probation, also known as AB109 clients; CalWORKs clients; and Screening Assessment and Referral Center (SARC) referred clients.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

<i>Staff Position Title</i>
<i>Social Worker II - Administration</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I –Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>
<i>Supervising Social Worker - Administration</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the*

*report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

# **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

## **Narrative Descriptions**

### **Program 7 – Juvenile Drug Court**

**2022-2024**



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## Program 7: Juvenile Drug Court

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*Juvenile Drug Court is a substance use disorder treatment program designed to address juvenile offenders needs, ensuring consistency in judicial decision making, and enhancing coordination of agencies and resources tailored to the needs of the juvenile participants with substance use disorders. Juvenile drug courts aim to reduce relapse, and recidivism by assessing the needs of the juvenile offender, and through judicial interaction, monitoring and supervision, the use of graduated sanctions and incentives for juvenile participants. The program provides juveniles and their families counseling, education and other services to; promote immediate intervention, structure; improve level of functioning; address problems that may contribute to drug use; build skills that increase the juveniles ability to lead a drug and crime-free life; strengthen the family's capacity to offer structure and guidance; and promote accountability for all involved.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*In FY 2020/21 Juvenile Drug Court Program served 33 unduplicated youth clients, 40 episodes, and provided 1,641 services which consisted of over 1,881 service hours.*

*DBH's objective is to continue to provide Juvenile Drug Court services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*Juvenile Drug Court Program Services provide a highly structured and strictly monitored treatment alternative to prosecution for juvenile offenders who are admitted to the program by the Drug Court Judge based on a recommendation from the District Attorney, Legal Counsel, Probation and the Treatment Provider.*

*Juvenile Drug Court utilizes a team approach and the team consists of a Judge, the District Attorney, Legal Counsel, Probation, Treatment Court Coordinator, the Treatment Provider and the client. The client is focused on attempting to resolve his/her substance use disorder related problems. The Treatment Provider works with the Drug Court Team and the client to*



*develop the client's treatment plan and to ensure the clients compliance with the program. Weekly progress reports are made by the treatment Provider to the Drug Court Team on the client's progress or lack of progress in the program. The client is required to make frequent court appearances at which time the Drug Court Team evaluates the client's progress and makes a determination on the client's status in the program; whether the client continues, is sanctioned or terminated from the program and prosecuted on the original violation.*

*The treatment program utilizes evidence-based practices and curriculum that is provided in phases and incorporates the Drug Court 10 Key Components into the program, such as:*

- *Drug Testing (Key Component #5)*
- *Judicial Supervision (Key Component #7)*
- *Case Management (Key Component #8)*
- *Educational/Vocational Services (Key Component #10)*

*Each phase the client enters involves a different aspect of their recovery such as individual and group counseling which includes gender specific and age appropriate groups. They cover topics such as relapse prevention, reasoning and anger management. The phases of treatment require random and observed drug testing and participation in self-help groups. The client must meet all program requirements to advance to each subsequent phase of the program and eventually graduate from the program with a reduced or dismissed charge on the original violation.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*
- *Administrative Staff (such as; Mental Health Program Manager II, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*

*Juvenile Drug Court services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.



*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*The Juvenile Drug Court program is available countywide and is a collaborative program between DBH the Drug Courts and Subcontracted*

*Treatment Providers and the clients served. The Juvenile Drug Court program is available in each court jurisdiction of the County.*

*Juvenile Drug Court services are available for juveniles (ages 12 through 17).*

*Program Providers give preference in admittance to treatment in the following order:*

- *Pregnant injecting drug users;*
- *Pregnant substance abusers;*
- *Injecting drug users; and*
- *All others.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
<i>Social Worker II - Administration</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I –Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>
<i>Supervising Social Worker - Administration</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 8 - Youth Residential Treatment (with Withdrawal Management)**

2022-2024



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**Program 8: Youth Residential Treatment (with Withdrawal Management)**

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*DBH offers a comprehensive continuum of care for residents of San Bernardino County including youth that provides: withdrawal management, residential treatment, Intensive Outpatient and Outpatient, Recovery Services. Services are developed to meet the needs of each individual youth participant, by utilizing screening and referral to appropriate levels of care, a comprehensive assessment process, and evidence based and proven best practices.*

*The DBH team collaborates with a multitude of stakeholders to assist in serving the needs of youth in San Bernardino County, including youth identified to be at risk of developing or have a SUD. The DBH provides screening and coordination of care to the appropriate level of treatment.*

*Withdrawal management is a 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 substance use disorder, but is not sufficient in the treatment and rehabilitation of substance use disorders. Withdrawal management is provided in an organized residential setting delivered by appropriately trained staff that provide safe 24-hour monitoring, observation and support in a supervised environment for a client to achieve initial recovery from the effects of substance use. Withdrawal management alone does not constitute substance use disorder treatment but is one part of a continuum of care for substance use disorders. The withdrawal management process consists of three sequential and essential components: evaluation, stabilization, fostering patient readiness for/and entry into the assessed level of treatment upon completion of withdrawal management services.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*In Fiscal Year 2020/21, 9 youth clients received Residential Treatment services and 9 episodes of treatment were provided which consisted of 253 services and over 6,072 service hours. The following diagnoses were found Alcohol (2), Cannabis (5), Opioid (1), and other (1).*

*DBH's objective is to continue to provide Youth Residential Treatment services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or

planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*Organized treatment services 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 permanent facilities where clients can reside safely. (One purpose of the program is to demonstrate aspects of a positive recovery environment.) Staffing is provided 24 hours a day. Level 3 programs serve youth who need safe stable living environments and 24-hour care.*

- *ASAM Level 3.5 – Clinically Managed Medium-Intensity Residential Services (Youth): Level 3.5 programs serve youth who need safe and stable living environments in order to develop and/or demonstrate sufficient recovery skills so that they don't immediately relapse or continue to use in an imminently dangerous manner when transferred to a less intense level of care. Level 3.5 assists youth whose substance use disorder is out of control and they need a supportive treatment environment to initiate or continue a recovery process that has failed to progress. The level 3.5 program relies on the treatment community as a therapeutic agent. The goal of treatment is to promote abstinence from substance use, arrest other addictive and antisocial behaviors and effect change in the youth's lifestyle, attitudes and values.*

*Youth Residential Treatment services provided in level 3.5 are defined as:*

- *Intake*
- *Individual Counseling*
- *Group Counseling*
- *Family Therapy*
- *Psychoeducation*
- *Collateral Services*
- *Crisis Intervention Services*
- *Treatment Planning*
- *Discharge*

*DBH also offers one Withdrawal Management ASAM level of care, and has the ability to refer to additional levels of care:*

- *3.2 WM Clinically Managed Residential Withdrawal Management*

*The Components of ASAM level 3.2 Withdrawal Management are:*

- *Intake*



- *Observation*
- *Medication Services*
- *Discharge Services*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*
- *Administrative Staff (such as; Mental Health Program Manager II, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*

*Youth Residential Treatment services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client,*



*family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*Youth [aged thirteen (13) through seventeen (17)] throughout San Bernardino County who meet medical criteria can receive Co-Occurring Capable Residential Treatment, and/or Withdrawal Management or Co-occurring Enhanced Residential Treatment services.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

Staff Position Title
Social Worker II - Administration
Contract Program Specialist I - Administration
Mental Health Program Manager II - Administration
Program Specialist I - Administration
Program Specialist I –Administration
Program Specialist II - Administration
Secretary I - Administration

<i>Supervising Social Worker - Administration</i>
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- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 9 - Adult Treatment [Outpatient & Intensive Outpatient Treatment (IOT)]**

2022-2024



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**Program 9: Adult Treatment [Outpatient & Intensive Outpatient Treatment (IOT)]**

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*Adult Outpatient Treatment and Intensive Outpatient Treatment (IOT) services provide individual recovery/treatment planning, substance use disorder education, crisis intervention, individual and group counseling, social/recreational activities and case management. The population served are San Bernardino County adult residents, age 18 and over who have been identified as having substance use disorders.*

*The goal of the Outpatient Treatment and IOT is to assist clients in achieving recovery from substance use disorders.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*In FY 2020/21 DBH Adult Outpatient Treatment program served 2,658 unduplicated clients. Adult Outpatient Treatment clients received 3,153 SUD treatment episodes which provided 66,051 services, such as; group and individual therapy sessions, intake, assessment and crisis intervention, etc. which consisted of over 109,173 service hours.*

*In FY 2020/21 Adult IOT program served 285 unduplicated clients, 299 episodes, and provided 6,320 services such as; group and individual therapy sessions, intake, assessment and crisis intervention, etc. which consisted of over 17,523 service hours.*

*DBH's objective is to continue to provide Adult Outpatient Treatment and IOT services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*Individuals residing within the county benefit from these services when they have been identified with a substance use disorder. The DBH provides a wide range of substance use disorder treatment services and aftercare services and any necessary ancillary service referrals so individuals can obtain treatment, achieve sobriety and begin the recovery process. When individuals can seek and begin to attain recovery they can work toward being productive members of the community, obtaining sustainable employment, reduce crime and live healthier lives.*

*Outpatient and IOT provides the following services:*

- *Intake*
- *Individual Counseling*
- *Group Counseling*
- *Family Therapy*
- *Patient Education*
- *Medication Services*
- *Collateral Services*
- *Crisis Intervention Services*
- *Individual Treatment Planning*
- *Discharge Services*

*For all levels of Outpatient Treatment and IOT services:*

*Two evidence-based practices are utilized for all substance use disorder treatment programs.*

*Outpatient Treatment and IOT program duration is up to six (6) months (on average, but is based on medical necessity and individual client needs).*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Clinical Staff (such as: Mental Health Clinic Supervisor, Alcohol and Drug Counselor, Office Assistant III, Clinic Assistant, General Service Worker I, and Contract Addiction Medicine Physician 2) perform full range of support and assignments related to the field of behavioral health services and substance use disorders, including basic client care, treatment, individual and group psychotherapy, evaluations and investigations, and professional counseling.*
- *Administrative Staff (such as; Mental Health Program Managers II, Clinical Therapist I, Program Specialists (Contract, I & II), and Secretary I) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*
- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and State regulations, technical assistance and grievance investigations.*

*Adult Outpatient Treatment and IOT services are provided by subcontracted providers and County operated clinics.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include



a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*DBH provides Outpatient Treatment and IOT services in all regions of the county and are available for all:*

- *Adults (Age 18 and over)*

*The purpose of the Outpatient Treatment and IOT is to provide communities within San Bernardino County quality substance use disorder treatment services through the use of evidence-based practices.*

*Providers give preference in admittance to treatment in the following order:*

- *Pregnant injecting drug users;*
- *Pregnant substance abusers;*
- *Injecting drug users;*
- *All others.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

<i>Staff Position Title</i>
<i>Mental Health Clinic Supervisor - Rialto County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Rialto County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Rialto County Clinic</i>
<i>Office Assistant III - Rialto County Clinic</i>
<i>Clinic Assistant – Rialto County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Barstow County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Barstow County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Barstow County Clinic</i>
<i>Office Assistant III - Barstow County Clinic</i>
<i>General Services Worker II - Barstow County Clinic</i>



<i>Office Assistant III - Mariposa County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Mariposa County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Mariposa County Clinic</i>
<i>Alcohol &amp; Drug Counselor - Mariposa County Clinic</i>
<i>Mental Health Clinic Supervisor - STAR County Clinic</i>
<i>Contract Addiction Med Physician 2 – Serves all county operated clinics</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Social Worker II – Administration</i>
<i>Social Worker II – Administration</i>
<i>Clinical Therapist I - Administration</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>
<i>Supervising Social Worker - Administration</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality*

*Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 10 - Adult Residential Treatment (with Withdrawal Management)**

2022-2024

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f) <b>Staffing:</b>	<b>7</b>
g) <b>Implementation Plan:</b>	<b>7</b>
h) <b>Program Evaluation Plan:</b>	<b>7</b>

## Program 10: Adult Residential Treatment (with Withdrawal Management)

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*Adult Residential Treatment is a structured 24-hour level of care that focuses on intensive recovery activities. Residential Treatment services include the following elements: withdrawal management, treatment planning, educational sessions, social/recreational activities, individual and group sessions, family education, parenting and relapse prevention. These services are designed for clients who have been assessed to the Residential Treatment level of care based on ASAM criteria and whose sub-acute physical health, developmental disabilities, or emotional/behavioral problems are severe enough to require residential services, and whose housing, social, familial and vocational support systems are not sufficiently in place, because of circumstances, in the absence of residential care, must live in an environment that will sabotage their recovery. Residential Treatment is structured and comprehensive to focus on the re-socialization of the client and use the programs entire community - including other residents, staff and other social context as active components of treatment in helping the client develop personal accountability, responsibility as well as a socially productive life. Length of service is based on clients individual needs.*

*Withdrawal management is a 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 substance use disorder, but is not sufficient in the treatment and rehabilitation of substance use disorders. Withdrawal management is provided in an organized residential setting delivered by appropriately trained staff that provide safe 24-hour monitoring, observation and support in a supervised environment for a client to achieve initial recovery from the effects of substance use. Withdrawal management alone does not constitute substance abuse treatment but is one part of a continuum of care for substance use disorders. The withdrawal management process consists of three sequential and essential components: evaluation, stabilization, fostering patient readiness for/and entry into the assessed level of treatment upon completion of withdrawal management services.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*In FY 2020/21 Adult Residential Program served 1,292 unduplicated clients, 1,550 episodes, and provided 53,930 services.*

*Here is the breakdown of the service counts that equal 53,930:*

3.2 WM	2,236
3.2 WM N-MCB	108
3.1 DAY	1,084
3.1 NB	70
3.5 DAY	47,814
3.5 NB	2,618

*DBH's objective is to continue to provide Adult Residential Treatment services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*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. Level 3 programs serve individuals who because of specific functional limitations, need safe stable living environments and 24-hour care.*

*DBH provides screening and prior-authorization for individuals in need of Residential Treatment. DBH offers three Residential Treatment ASAM levels of care:*

- *ASAM Level 3.1 – Clinically Managed Low-Intensity Residential Services*
- *ASAM Level 3.3 – Clinically Managed Population Specific High-Intensity Residential Services*
- *ASAM Level 3.5 – Clinically Managed High-Intensity Residential Services*

*The components of ASAM level 3 Residential Treatment are:*

- *Intake*
- *Individual Counseling*
- *Group Counseling*
- *Family Therapy*
- *Psychoeducation*

- *Collateral Services*
- *Crisis Intervention Services*
- *Treatment Planning*
- *Discharge*

*DBH also offers one Withdrawal Management ASAM level of care, and has the ability to refer to additional levels of care:*

- *3.2 WM Clinically Managed Residential Withdrawal Management*

*The Components of ASAM level 3.2 Withdrawal Management are:*

- *Assessment*
- *Care Coordination*
- *Medication Services*
- *MAT for OUD*
- *MAT for AUD and other non-opioid SUDs*
- *Observation*
- *Discharge/Transition Services*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) monitoring to ensure adherence to Federal and State regulations, technical assistance and grievance investigations.*
- *Administrative Staff (such as; Mental Health Program Manager I & 2, Clinical Therapist I, Contract Addiction Medicine Physicians 2, Program Specialists (Contract, I & II), and Secretary I); QM/UM Activities, Medical Monitoring, new/enhancements for Program Development, Training, Outcome development and tracking.*
- *Administrative Staff (Staff Analyst II) assists with budgeting.*

*Adult Residential Treatment services are provided by subcontracted providers.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization,*



*including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*Residential Treatment services are available for Adults (Age 18 and over) who meet the ASAM Criteria for Residential Treatment ASAM Level 3 and/or ASAM level 3.2 Withdrawal Management.*

*Providers give preference in admittance to treatment in the following order:*

- *Pregnant injecting drug users;*



- *Pregnant substance abusers;*
- *Injecting drug users;*
- *All others.*

f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

<i>Staff Position Title</i>
<i>Social Worker II - Administration</i>
<i>Social Worker II – Administration</i>
<i>Mental Health Program Manager I – Administration</i>
<i>Clinical Therapist I - Administration</i>
<i>Contract Addiction Med Physician 2 - Administration</i>
<i>Staff Analyst II – Administration</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist II - Administration</i>
<i>Secretary I - Administration</i>
<i>Supervising Social Worker - Administration</i>

g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 11 - Youth Treatment [Outpatient Treatment & Intensive Outpatient Treatment (IOT)]**

2022-2024



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## Program 11: Youth Treatment [Outpatient Treatment & Intensive Outpatient Treatment (IOT)]

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*Youth Outpatient Treatment and Intensive Outpatient Treatment (IOT) Services provide individual recovery/treatment planning, substance use disorder education, crisis intervention, individual and group counseling, social/recreational activities and case management. The population served are County youth residents, age 12 through 17 who have been identified as having substance use disorders.*

*The goal of Outpatient Treatment and Intensive Outpatient Treatment (IOT) is to assist youth in achieving recovery from substance use disorders.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*In FY 2020/21 the DBH Youth Outpatient Treatment program served 77 unduplicated clients. Youth Outpatient Treatment clients received 81 SUD treatment episodes which provided 833 services, such as; group and individual therapy sessions, intake, assessment and crisis intervention, etc. which consisted of over 936 service hours.*

*The purpose of the Outpatient Treatment and IOT is to provide communities within San Bernardino County quality substance use disorder treatment through the use of evidence-based practices.*

*DBH's objective is to continue to provide Youth Outpatient Treatment and IOT services and strive to increase the number of clients served, while staying focused on supporting recovery from substance use disorders.*

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*DBH provides a wide range of substance use disorder treatment services and aftercare services and any necessary ancillary service referrals to allow youth clients to obtain treatment, achieve sobriety and begin the recovery process. As youth seek and begin to attain recovery they work towards being productive members of the community, maintain attendance in school, reduce criminal activities and live healthier lives.*

*Outpatient Treatment services are directed at stabilizing and rehabilitating youth by providing less than six hours of services per week and for IOT a minimum of six hours with a maximum of 19 hours per week.*

*The Components of Outpatient Treatment and IOT services are:*

- *Intake*
- *Individual Counseling*
- *Group Counseling*
- *Family Therapy*
- *Patient Education*
- *Medication Services*
- *Collateral Services*
- *Crisis Intervention Services*
- *Individual Treatment Planning*
- *Discharge Services*

*For all levels of ODF and IOT services:*

- *Two evidence-based practices are utilized for all substance use disorder treatment services.*
- *Outpatient Treatment and IOT program length is determined by the individual youth's needs.*

*Youth Outpatient Treatment and IOT services addresses gender-specific issues in determining individual treatment needs and therapeutic approaches; and,*

- *Provides regular opportunities for separate gender group activities and group counseling sessions.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day to day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Clinical Staff (such as: Contract Addiction Med Physician and Clinical Therapist II) perform full range of support and assignments related to the field of behavioral health services and substance use disorders, including basic client care, treatment, individual and group psychotherapy, evaluations and investigations, and professional counseling.*
- *Administrative Staff (such as; Mental Health Program Manager II, Program Specialists (Contract, I & II), and Secretary II) QM/UM Activities, new/enhancements for Program Development, Training, Outcome development and tracking.*
- *Program Coordinator Staff (Supervising Social Worker & Social Worker II) program monitoring to ensure adherence to Federal and*

*State regulations, technical assistance and grievance investigations.*

*Youth Outpatient Treatment and IOT services are provided by subcontracted providers and County clinics.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*DBH provides Youth Outpatient Treatment and IOT services in all regions of the County and are available for all:*

- Youth (ages 12 to 17)

*The purpose of the Outpatient Treatment and IOT is to provide communities within San Bernardino County quality substance use disorder treatment services through the use of evidence-based practices.*

*Providers give preference in admittance to treatment in the following order:*

- Pregnant injecting drug users;
- Pregnant substance abusers;
- Injecting drug users;
- All others.

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.

<i>Staff Position Title</i>
<i>Contract Addiction Med Physician</i>
<i>Mental Health Program Manager II</i>
<i>Social Worker II – Administration</i>
<i>Social Worker II – Administration</i>
<i>Clinical Therapist II</i>
<i>Contract Program Specialist I - Administration</i>
<i>Mental Health Program Manager II - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist I - Administration</i>
<i>Program Specialist II - Administration</i>



*Secretary II - Administration*

*Supervising Social Worker - Administration*

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program is fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*Reviews will be in compliance with the Federal, State (DHCS) and DBH regulations. An on-site Formal Annual Review is completed on all providers delivering services (both Medi-Cal and SABG funded). Quality Assurance Reviews are conducted three times a year for providers delivering treatment services.*

*An entrance and exit interview is conducted on all Formal Annual Reviews, in which program deficiencies are identified and discussed and included in the review report. Following the review, a written report is sent to the provider. In the event deficiencies are identified the provider must submit a Corrective Action Plan (CAP) within 30 days of receipt of the report. The provider must include in the CAP response, an outline of the corrections to be made, provide evidence of corrections, and discuss how to avoid the deficiencies in the future. Upon receipt of the CAP response, DBH replies with either an acceptance letter, denial, or conditional acceptance within 15 days of receipt. Providers are required to propose corrective remedies and implement correction plans within specified timeframes. Technical assistance by DBH is provided as needed. Follow up reviews are conducted to ensure corrections are in place. The review report and related correction documentation is submitted to DHCS within regulated timeframes and becomes part of the provider file.*



## **Behavioral Health**

### **Substance Abuse Prevention and Treatment Block Grant (SABG) Application**

#### **Narrative Descriptions**

#### **Program 12 - Screening Assessment and Referral Center (SARC)**

2022-2024

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## Program 12: Screening Assessment and Referral Center (SARC)

- a) **Statement of Purpose:** reflects the principles on which the program is being implemented and the purpose/goals of the program.

*The DBH Screening Assessment and Referral Center (SARC), is the primary access point to SUD services and offers an American Society of Addiction Medicine (ASAM) screening to determine the need for treatment and appropriate level of care. The SARC is operational 24/7, where screening, authorization and placement into treatment, care coordination services and after hour triage is available. Individuals may receive these services in person or via telephone and in threshold languages.*

- b) **Measurable Outcome Objectives:** includes any measurable outcome objectives that demonstrate progress toward stated purposes or goals of the program, along with a statement reflecting the progress made toward achieving last year's objectives.

*DBH has taken specific steps toward improving the SARC system. Including:*

- ✓ *Hiring staff to fill all vacancies,*
- ✓ *Modifying the screening tool (ASAM Level of Care Screening) to cut screening timeframes*
- ✓ *Implementation of a call center (Cisco Finesse software system)*
- ✓ *Providing assistance with Medical/Psychiatric clearances*
- ✓ *Transportation to intake appointments (as needed)*

*These enhancements have allowed for faster placement of clients into their determined level of care.*

*SARC tracks various data points utilized in quality improvement activities.*

SARC FY 2020/21	
Number of calls	4,245
Number of unique callers	3,915
Completed Screenings	3,276
Residential Authorization	2,940

*Research has shown that if a potential client can become engaged in treatment as soon as possible after the initial contact, there is a higher likelihood of that person not only following through but having long term success. SARC utilizes screeners, care coordinators, placement coordinators, and office assistants to provide support and assist in bridging the gap between the clients screening and when they enter residential treatment.*

*In 2020 DBH launched care coordination services (case management) a comprehensive service provided to clients entering and receiving residential treatment.*

SARC Care Coordination July 2020 through June 2021	
Receiving care coordination services	309 unduplicated clients

- c) **Program Description:** specifies what is actually being paid for by the block grant funds. The description must include services to be offered, type of setting, or planned community outreach, as applicable. The budget line items within the Detailed Program Budget must be explained in the program description.

*DBH offers a continuum of SUD services including withdrawal management, residential treatment, IOT, outpatient, opioid/narcotic treatment programs, recovery services, case management, physician consultation and additional medication-assisted treatment, and recovery residences. Services are provided by both County clinic and subcontracted providers.*

*The DBH SARC offers the entire community (adult and youth) of San Bernardino County a single point of contact to receive information on SUD services, a screening to determine the need for services and determine the appropriate level of care to best suit the client's needs and referrals to other necessary services they may be seeking.*

*SARC is staffed by a multi-disciplinary team which allows for clients to be triaged based on their individual situation and provided the most qualified screener, (for example; a co-occurring client might be in need of a screening completed by a Clinical Therapist):*

- *Clinic Supervisor (LMFT)*
- *Certified AOD Counselors*
- *Clinical Therapists*
- *Social Workers, and*
- *Program Manager II (LCSW, CATC-IV)*
- *Mental Health Specialist*
- *Office Assistants – provide support to all SARC staff*

*Once the client is screened and the appropriate level of care is determined, the screener discusses treatment options with the client, location, length of treatment, MAT and recovery service options to determine what best suits their needs. Clients who are assessed to be in need of outpatient treatment or IOT will be provided a warm handoff to the most appropriate provider based on treatment need and client preference. SBC-DBH maintains the philosophy that individuals must have an active voice in their treatment as this is an important factor in a successful treatment episode.*

*Clients screened and determined to be in need of residential treatment will also be directed to the most appropriate provider based on treatment need*

*and appropriate ASAM residential level of care (ASAM level 3.1, 3.3 or 3.5 or 3.2 WM) and client preference. SARC will provide an authorization to the residential treatment provider, assign a care coordinator to the client and a placement coordinator will work with the treatment provider for an appropriate intake appointment. SARC also re-authorizes residential treatment stays when determined medically necessary, the treatment provider will submit appropriate paperwork and medical necessity justification for the re-authorization to the DBH Program Coordinator for review and approval.*

*All clients are eligible for and offered care coordination, however, strong emphasis is placed on high utilizers to help avoid hospitalization, higher medical costs and to assist those involved in the criminal justice system to help reduce recidivism. The Care Coordinator collaboratively works with the client to complete a needs determination screening, a client plan, and a discharge summary.*

*DBH Care Coordinators assist in removing barriers to care by providing an array of supportive services to the client. Care Coordinators assess for needed medical, educational, social, vocational, rehabilitative, or other community services and assist clients to transition to other levels of care. The Care Coordinator assists with planning the client's intake into the next level of care, at least 3 weeks before discharge for a seamless transition. Care Coordinators educate the client on the benefits of utilizing the entire continuum of care from Outpatient to Recovery Services after completion of a Residential Treatment episode. Care Coordination services are provided by LPHA's, and registered or certified counselors. Services are provided either in person or on the telephone, or by telehealth with the client anywhere in the community and ensures confidentiality of services provided. The Care Coordinator is linked to a DMC certified site.*

*DBH's care coordination services include:*

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of Care coordination services.*
- Transition to a higher or lower level of SUD care. Development and periodic revision of a client plan that includes appropriate service activities. Communication, coordination, referral, and related activities*
- Monitoring service delivery to ensure client access to services and the service delivery system*
- Monitoring the client's progress and/or lack thereof*
- Client advocacy, linkages to physical and mental health care, transportation, and retention in primary care services*

*The goal of Care Coordination is to increase retention in treatment by establishing and/or enhancing effective communication efforts between providers, SARC, and the client. This is accomplished by:*

- *On-going collaboration with residential program staff to problem solve client issues.*
- *Work with clients to resolve barriers to retention.*
- *Collaborate with residential program counselors to meet the needs of the client.*

*SABG funding is utilized to finance DBH Administrative Staff who are assigned to this program. SABG funding is also utilized to support DBH Administrative staff by paying for: supplies, office space and other items needed to conduct day-to-day business. DBH Administrative staff support the program in the following ways (not an exhaustive or all-inclusive list):*

- *Mental Health Clinic Supervisor – provides staff supervision.*
- *AOD Counselors and Clinical Therapists I provide screenings.*
- *Office Assistant III and Secretary II provide staff and administrative support.*
- *Program Coordinator Staff (Social Worker II) monitoring to ensure adherence to Federal and State regulations, technical assistance, and grievance investigations.*
- *Administrative Staff (Program Manager II) provides oversight for the program.*

- d) **Cultural Competency:** describe how the program is providing culturally appropriate and responsive services for ethnic communities in the county; also report on advances made to promote and sustain a culturally competent system.

*The department has a dedicated Office of Equity and Inclusion (OEI) which has administrative oversight for embedding and integrating the tenets and philosophy of cultural competency across every department/program in the DBH and at every level of the organization, including contract agencies. The OEI develops, executes, and monitors implementation of the department's Cultural Competency Plan (CCP) which includes the tenets of the National Culturally and Linguistically Appropriate Service (CLAS) standards. The CCP includes DBH outreach and engagement efforts, integration and participation of Client/Family Member/Community committees in to the system, culturally specific programs to address behavioral health disparities, trainings and education, commitment to growing and multicultural workforce and language capacity. The OEI manages and supports the Cultural Competency Advisory Committee and its fourteen culturally specific subcommittees who advise the department on pertinent information, data*



*regarding the special needs of the communities they represent and provide input and recommendations on DBH delivery and development of programs and services. During the COVID-19 pandemic these committees have continued to meet virtually ensuring ongoing participation of client, family and community members in the system of care. The DBH and their subcontractors serve all racial/ethnic groups and other diverse people groups, while also maintaining staff that is as diverse as the populations they serve in order to improve the overall quality of services and outcomes. Additionally, all DBH and contract staff who provide direct services are required to participate in four (4) hours of cultural competency training annually. The department contracts with six language vendors to ensure it has the language capacity beyond its bilingual workforce to provide linguistically appropriate services at all points of contact with clients and potential clients. The DBH Public Relations and Outreach Office (PRO) works closely with OEI and has dedicated bilingual Spanish speaking outreach and engagement staff to provide information to monolingual Spanish speaking communities on the programs and services the department provides. Spanish is the threshold language for the County.*

- e) **Target Population/Service Areas:** specifies the population(s) and/or service areas that your SABG-funded programs are serving. Each narrative must include a brief description of the target population including any sub-population served with the SABG funds. The SABG program targets the following populations and service areas: pregnant women, women with dependent children, and intravenous drug users, Tuberculosis services, early intervention services for HIV/AIDS, and primary prevention.

*The DBH SARC offers the entire community (adult and youth) of San Bernardino County a single point of contact to receive information on SUD services.*

*Preference in admittance to treatment in given in the following order:*

- *Pregnant injecting drug users;*
- *Pregnant substance abusers;*
- *Injecting drug users;*
- *All others.*

- f) **Staffing:** SABG positions must be listed in this section and must match the submitted budgets.



Staff Position Title
<i>Mental Health Clinic Supervisor</i>
<i>Alcohol &amp; Drug Counselor</i>
<i>Alcohol &amp; Drug Counselor</i>
<i>Alcohol &amp; Drug Counselor</i>
<i>Alcohol &amp; Drug Counselor</i>
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<i>Alcohol &amp; Drug Counselor</i>
<i>Alcohol &amp; Drug Counselor</i>
<i>Clinical Therapist I</i>
<i>Clinical Therapist I</i>
<i>Clinical Therapist I</i>

<i>Office Assistant III</i>
<i>Office Assistant III</i>
<i>Social Worker II</i>
<i>Mental Health Program Manager II</i>
<i>Secretary II</i>

- g) **Implementation Plan:** specifies dates by which each phase of the program will be implemented or state that the “program is fully implemented”.

*Program fully implemented.*

- h) **Program Evaluation Plan:** for monitoring progress toward meeting the program’s objectives, including frequency and type of internal review, data collection and analysis, identification of problems or barriers encountered for ongoing programs, and a plan for monitoring, correcting, and resolving identified problems.

*SARC currently utilizes the Cisco Finesse system to collect client data on the instances of calls and timeliness of pick-up. Data is gathered on a monthly basis and presented and discussed by the Quality Improvement Provider Workgroup to assist in problem solving barriers to care. Enhancements to the Screening Assessment and Referral Center were completed in August 2020 and Phase II of the Electronic Health Record was implemented in April 2021. The call center and use of an electronic health record has allowed DBH to expand monitoring of timely access to services and provide enhanced data elements to further define ongoing quality improvement activities.*