



Contract Number

21-907 A-2

SAP Number

4400018204

Department of Behavioral Health

Department Contract Representative	<u>Nathaniel Rodriguez</u>
Telephone Number	<u>(909) 388-0861</u>
Contractor	<u>Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services</u>
Contractor Representative	<u>Tina K. Hughes</u>
Telephone Number	<u>(909) 932-1069</u>
Contract Term	<u>January 1, 2022 through December 31, 2026</u>
Original Contract Amount	<u>\$2,560,079</u>
Amendment Amount	<u>\$100,000</u>
Total Contract Amount	<u>\$2,660,079</u>
Cost Center	<u>1018611000</u>
Grant Number (if applicable)	<u>N/A</u>

IT IS HEREBY AGREED AS FOLLOWS:

AMENDMENT NO. 2:

San Bernardino County (County) and Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services (Contractor) hereby agree to amend Contract No. 21-907 as follows:

- I. The original Contractor, Inland Valley Recovery Services informed the County that its legal name is "Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services". Therefore, all rights, title and interests therein, are assigned to Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services and Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services accepts all of Inland Valley Recovery Services obligations, responsibilities and duties. All references to "Inland Valley Recovery Services" in the contract are replaced with "Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services".

II. ARTICLE IV PERFORMANCE, paragraph B and C are hereby amended to read as follows:

B. Under this Agreement, the Contractor shall provide those services, which are dictated by attached Addenda, Schedules and/or Attachments; specifically, Contractor will adhere to **Addendum I Special Provisions for Federally Funded Programs**, **Addendum II Agreement For The Provision Of Substance Use Disorder Services Perinatal Services**, **Addendum III Substance Use Prevention, Treatment and Recovery Services Block Grant (SUBG) Program Specifications**, **Addendum IV Drug Medi-Cal Organized Delivery System (DMC-ODS) Additional Provisions**. The Contractor agrees to be knowledgeable in and apply all pertinent local, State and Federal laws and regulations; including, but not limited to those referenced in the body of this Agreement, and all memos, letters, or instruction given by the Director and/or Program Manager II or designee in the provision of any and all Substance Use Disorder and Recovery Services programs. In the event information in the Addenda, Schedules and/or Attachments conflicts with the basic Agreement, then information in the Addenda, Schedules and/or Attachments shall take precedence to the extent permitted by law.

C. Data Collection and Performance Outcome Requirements

Contractor shall maintain compliance with all applicable federal, state, and county laws, regulations, policies, and guidance, including but not limited to requirements issued by DBH and DHCS, including Behavioral Health Services Act (BHSA) requirements. Such requirements may be issued in draft or final form and may be updated or modified during the term of this Agreement. Contractor shall implement applicable changes within timeframes established by DBH.

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

MHSOAC, DHCS, OSHPD, DBH and other oversight agencies or their representatives have specific accountability and outcome requirements. Timely reporting is essential for meeting those expectations.

III. ARTICLE V FUNDING, paragraph K is hereby amended to read as follows:

K. The maximum financial obligation under this contract shall not exceed \$2,660,079 for the contract term.

IV. ARTICLE VII PROVISIONAL PAYMENT, Paragraphs A through Q are deleted in their entirety and replaced with the following:

A. Monthly payments for Substance Use Disorder & Recovery Services providing billable outpatient Drug Medi-Cal Organized Delivery System (DMC-ODS) services will be based on actual units of service reported on Charge Data Invoices claimed to and reimbursed by the State, and services deemed by the State to be DBH responsibility at the rates specified on the referenced agreed upon **FFS reimbursement rates** for this agreement, and non-billable outpatient DMC-ODS services will be based on cost reimbursement, provided that the total of all payments to Contractor [and all other contract providers if applicable for an aggregate] shall not exceed Contracted amount or County's Maximum Obligation. (The current CalAIM Payment Reform Rate Schedule is set forth in Exhibit B attached hereto.)

B. Contractor shall bill the County monthly in arrears for services provided by Contractor on claim forms provided by DBH. All claims submitted shall clearly reflect all required information specified regarding the services for which claims are made. Claims for Reimbursement shall be completed and forwarded to DBH within ten (10) days after the close of the month in which services were

rendered. Following receipt of a complete and correct monthly claim, the County shall make payment within a reasonable period.

1. For the period of January 1, 2026 through May 31, 2026, DBH will reconcile monthly payments for billable outpatient DMC-ODS services to ensure provider payments are made at a minimum of 1/12th of the maximum allocations for the billable outpatient DMC-ODS services.
- C. The Parties acknowledge that each party is solely responsible for any tax obligations it may incur as a result of the payment or receipt of the Settlement Amount, as applicable.
- D. Contractor shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Contractor's designated checking or other bank account. Contractor shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- E. Contractor shall be in compliance with the Deficit Reduction Act of 2005, Section 6032 Implementation. As a condition of payment for services, goods, supplies and merchandise provided to beneficiaries in the Medical Assistance Program ("Medi-Cal"), providers must comply with the False Claims Act employee training and policy requirements in 1902(a) of the Social Security Act [42 U.S.C. 1396(a) (68)], set forth in that subsection and as the Federal Secretary of the United States Department of Health and Human Services may specify.
- F. As this contract may be funded in whole or in part with Mental Health Services Act funds signed into law January 1, 2005, Contractor must verify client eligibility for other categorical funding, prior to utilizing MHSA funds. Failure to verify eligibility for other funding may result in non-payment for services. Also, if audit findings reveal Contractor failed to fulfill requirements for categorical funding, funding source will not revert to MHSA. Contractor will be required to reimburse funds to the County.
- G. Contractor agrees that no part of any Federal funds provided under this Contract shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at <http://www.opm.gov/> (U.S. Office of Personnel Management).
- H. County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Contractor or any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- I. The Fee-For-Service reimbursement rates are established by DBH for San Bernardino County. DBH will take into consideration requests for changes to Contract funding as applicable and appropriate. All requests for changes must be submitted in writing by Contractor to the DBH Deputy Director of SUDRS, or designee. Any modification must be approved in writing by DBH and shall be subject to all applicable provisions of this Contract.
- J. If DHCS or the County determines there is a credible allegation of fraud, waste or abuse against government funds, the County shall suspend payments to the Contractor.
- K. Contractor may contact DBH Quality Management directly with questions pertaining to appropriate and compliant documentation via telephone at (909) 386-8227, or via email at DBH-QualityManagementDivision@dbh.sbcounty.gov so that DBH QM may respond or direct questions to a designee for response.

- L. Contractor shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Contractor is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- M. Contractor shall have a written policy and procedures which outline the allocation of direct and indirect costs. These policies and procedures should follow the guidelines set forth in the Uniform Grant Guidance, Cost Principles and Audit Requirements for Federal Awards. Calculation of allocation rates must be based on actual data (total direct cost, labor costs, labor hours, etc.) from current fiscal year. If current data is not available, the most recent data may be used. Contractor shall acquire actual data necessary for indirect costs allocation purpose. Estimated costs must be reconciled to actual cost. Contractor must notify DBH in writing if the indirect cost rate changes.
- N. As applicable, for Federal Funded Program, Contractor shall charge the County program a de minimis ten percent (10%) of the Modified Total Direct Cost (MTDC) as indirect cost. If Contractor has obtained a "Federal Agency Acceptance of Negotiated Indirect Cost Rates", the contractor must also obtain concurrence in writing from DBH of such rate.

For non-Federal funded programs, indirect cost rate claimed to DBH contracts cannot exceed fifteen percent (15%) of the MTDC of the program unless pre-approved in writing by DBH or Contractor has a "Federal Agency Acceptance of Negotiated Indirect Rates."

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

O. Prohibited Payments

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

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

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

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

- iii. Furnished by an individual or entity to whom the County has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the County determines there is good cause not to suspend such payments.
- iv. With respect to any amount expended for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

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

V. ARTICLE IX COST REPORT SETTLEMENT is hereby amended to read as follows:

RESERVED

VI. ARTICLE XX PERSONNEL, paragraphs M and N are hereby added to read as follows:

M. Executive Order N-6-22 Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

N. Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

Contractor has disclosed to the County using Attachment V – Levine Act Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439), whether it has made any campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney] within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Board of Supervisors. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$500 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

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

VII. ARTICLE XXII LICENSING, CERTIFICATION AND ACCREDITATION, paragraph F.4 are hereby amended to read as follows:

F.4 Contractor shall certify or attest that no staff member, officer, director, partner or principal, or sub-contractor is “excluded” or “suspended” from any federal health care program, federally funded contract, state health care program or state funded contract. This certification shall be documented by completing the Attestation Regarding Ineligible/Excluded Persons (**ATTACHMENT II**) at time of the initial contract execution and annually thereafter. Contractor shall not certify or attest any excluded person working/contracting for its agency and acknowledges that the County shall not pay the Contractor for any excluded person. The Attestation Regarding Ineligible/Excluded Persons shall be submitted to the following program and address:

DBH Office of Compliance
550 Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

VIII. ARTICLE XXV LAWS AND REGULATIONS, paragraph F.2.b.ii and F.2.c.i are hereby amended to read as follows:

F.2.b.ii Contractor shall have a Compliance Plan demonstrating the seven (7) elements of a Compliance Plan. Contractor has the option to develop its own or adopt DBH’s Compliance Plan. Should Contractor develop its own Plan, Contractor shall submit the Plan prior to implementation for review and approval to:

DBH Office of Compliance
550 Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

F.2.c.i Should the Contractor develop its own Code of Conduct, Contractor shall submit the Code prior to implementation to the following DBH Program for review and approval:

DBH Office of Compliance
550 Hospitality Lane, 1st Floor
San Bernardino, CA 92415-0075

Or send via email to: Compliance_Questions@dbh.sbcounty.gov.

IX. **ATTACHMENTS:**

ADDENDUM I AGREEMENT FOR THE FEDERAL BLOCK GRANT is hereby removed and replaced with ADDENDUM I SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROGRAMS.

ADDENDUM III SUBSTANCE USE PREVENTION, TREATMENT, AND RECOVERY SERVICES BLOCK GRANT (SUBG) PROGRAM SPECIFICATIONS is hereby added.

ADDENDUM IV DRUG MEDICAL ORGANIZED DELIVERY SYSTEM (DMC-ODS ADDITIONAL PROVISIONS) is hereby added.

SCHEDULE A Planning Estimates FY 2025-26 and FY 2026-27 are hereby added.

ATTACHMENT V LEVINE ACT – CAMPAIGN CONTRIBUTION DISCLOSURE (formerly referred to as Senate Bill 1439) is hereby added.

ATTACHMENT VI FEDERAL CONTRACTING PROVISIONS is hereby added.

EXHIBIT B CalAIM Payment Reform Rate Schedule is hereby added.

X. All other terms, conditions and covenants in the basic agreement remain in full force and effect.

This Amendment may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Amendment (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Amendment upon request.

IN WITNESS WHEREOF, San Bernardino County and Contractor have each caused this Amendment to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

Inland Valley Drug and Alcohol Recovery Services
dba Inland Valley Recovery Services
(Print or type name of corporation, company, contractor, etc.)

►

Dawn Rowe, Chair, Board of Supervisors

By ► _____
(Authorized signature - sign in blue ink)

Dated: _____

Name Tina K. Hughes
(Print or type name of person signing contract)

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Title CEO
(Print or Type)

Lynna Monell
Clerk of the Board of Supervisors
San Bernardino County

By _____

Dated: _____

Deputy

Address 1260 E. Arrow Hwy, Building E

Upland, CA 91786

FOR COUNTY USE ONLY

Approved as to Legal Form
► _____
Dawn Martin, Deputy County Counsel
Date _____

Reviewed for Contract Compliance
► _____
Michael Shin, Administrative Manager
Date _____

Reviewed/Approved by Department
► _____
Joshua Dugas, Acting Director
Date _____

SPECIAL PROVISIONS FOR FEDERALLY FUNDED PROGRAMS

**CONTRACTOR NAME: INLAND VALLEY DRUG AND ALCOHOL RECOVERY SERVICES
DBA INLAND VALLEY RECOVERY SERVICES**

1. Financial records shall be kept that 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.
2. Contractor shall engage in outreach activities. Outreach is a service element that helps identify eligible pregnant, parenting women, and injection drug users in need of treatment services and encourages them to take advantage of these services. Outreach may include engagement of prospective program individuals by informing them of available treatment services, and can serve as “pre-treatment” by reinforcing prevention and education messages prior to enrollment in treatment. Outreach also may be used to educate the professional community on perinatal, and injection drug user services so that they become referral sources for potential clients.
3. Substance Use Disorder (SUD) treatment services provided with Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) funding shall follow treatment preferences established in 45 CFR 96.131:
 - a) Pregnant Intravenous Drug Users (IVDUs);
 - b) Pregnant substance abusers;
 - c) IVDUs; and
 - d) All other eligible individuals
4. Everyone receiving SUD treatment services must provide documented evidence of their Tuberculosis (TB) status, and, if positive, evidence of ongoing treatment or a physician’s clearance to participate in a SUD treatment program. Contractor will refer individual’s needing TB testing/treatment to proper health care professionals for specialized care. Contractor shall ensure the following related to TB services:
 - a) Identify individuals at high risk of infection.
 - b) If an individual is denied admission due to lack of capacity, the individual is referred to a health care professional for TB services [i.e.: Managed Care Plan (MCP), Primary Care Physician (PCP), and Department of Public Health (DPH)]. TB services consist of testing, treatment, and counseling.
 - c) Provide TB referrals for testing and treatment as necessary. Provide referrals to an individual’s PCP, MCP, or by utilizing DBH’s voucher system through DPH, or Contractor can provide skin testing on site, when necessary, certifications and training are in place to provide such service.
 - o When utilizing the DBH voucher system to refer individuals for TB testing or chest x-ray, assist the individual in obtaining an appointment with DPH

for the needed test.

- d) Refer individuals testing positive to necessary TB treatment.
 - e) Reduce barriers for individuals to accept TB treatment.
 - f) Participate in follow-up monitoring activities, particularly after individuals leave treatment by disseminating information through educational bulletins and information on the need for continued treatment for those diagnosed with TB.
5. In the event of insufficient capacity in a SUD treatment facility, the Contractor shall refer pregnant women or IVDUs to another program with an available treatment slot; or provide interim services within forty-eight (48) hours of initial request until treatment becomes available.
6. The Contractor agrees to ensure that, to the maximum extent practicable, each individual who requests and is in need of treatment for a substance use disorder is admitted to a program within ten (10) days after making the request. If placement cannot occur within ten (10) days of the request, the Contractor agrees to ensure that interim services will be made available to pregnant women and intravenous drug users within 48 hours of the request and placement occurs within one hundred twenty (120) days of the request.

At minimum, Interim Services shall include the following:

- a) Counseling and education about human immunodeficiency virus (HIV) and TB, and includes at minimum the following topics:
 - Risks of needle sharing
 - Risks of transmission of disease to sexual partners and infants, steps to ensure that HIV and TB transmission does not occur (infection prevention strategies)
 - Effects of alcohol and drug use on the fetus (for pregnant women)
 - b) In addition to counseling and education, referrals shall be provided for:
 - HIV and/or TB testing and treatment services, if necessary
 - Prenatal care (for pregnant women)
 - Referrals based on an individual's needs that may include, but are not limited to: self-help recovery groups, pre-recovery and treatment support groups, sources for housing, food and legal aid, case management, children's services, medical services, and Temporary Assistance to Needy Families (TANF)/Medi-Cal services.
7. Transportation shall be provided or arranged for to and from the recovery and treatment site, and to and from ancillary services for perinatal women who do not have their own transportation.
- Transportation may be provided or arranged for to and from the recovery and treatment site, and to and from ancillary services for youth and other individuals

actively engaged in a SUD treatment, or recovery support program, who do not have their own transportation.

8. The Contractor agrees that data shall be maintained regarding Interim Services, TB and HIV referrals and services provided. A tracking log report provided by DBH shall be submitted by the 10th calendar day of the following month to DBH-SUDRSADMIN@dbh.sbcounty.gov. If the 10th calendar day lands on a holiday/weekend, the log is due the following business day.

9. Contractor shall collect California Outcomes Measurement System (CalOMS) Treatment (Tx) data on all clients. Contractor shall ensure CalOMS data is entered into the DBH billing and transactional database system by the 7th of the month following the reporting month. CalOMS data is required regardless of the source of funds used for the client's treatment services. For example, if a contractor receives DBH funding, and provides services to private-pay clients, the Contractor shall collect and submit CalOMS Tx data for all clients, including those who are privately paying for their services.

DBH generates and distributes CalOMS reports to Contractor's on a monthly basis. Contractor will review and reconcile these reports timely.

a) Open Admission Report: Ensuring when services are no longer rendered, discharge occurs. For clients identified as not receiving services for 30 days or more discharge data shall be entered into the DBH billing and transactional database system within fourteen (14) days of the report distribution date.

b) Annual Update Report: Annual updates are completed for clients in treatment for twelve (12) months or more, continuously in one (1) contractor and one (1) service modality with no break in services exceeding thirty (30) days. Example: a client in a narcotic treatment modality, for twelve months or longer. For such a client, the Contractor collects the CalOMS Tx data approximately one year from the day the client was admitted. Contractor will ensure all clients identified on the report as not having an Annual Updated completed will complete the Annual Update fourteen (14) days from the report distribution date.

c) Error Report: Errors can occur in the CalOMS data entered which will result in the CalOMS record being rejected by the Department of Health Care Services (DHCS). Errors must be corrected to ensure proper CalOMS reporting. All CalOMS errors identified must be reconciled and corrected by the last Friday of the applicable month according to the report distribution date.

10. Drug and Alcohol Treatment Access Report (DATAR) is the DHCS system to collect data on treatment capacity and waiting lists and is considered a supplement to CalOMS Tx. DATAR assists in identifying specific categories of individuals awaiting treatment and identifies available treatment facilities for these individuals.

All SUD treatment contractors that receive SUD treatment funding are required to submit the one-page DATAR form each month in the web based DATAR application. In addition, certified Drug Medi-Cal contractors and Licensed Narcotic Treatment Programs must

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report, whether or not the contractors receive public funding. Contractor must submit DATAR reports for each month by the 5th of the following month. For example, for the month of September, the DATAR report must be submitted by the 5th of October.

- DBH utilizes the data and reports to monitor capacity and utilization. Contractor must notify the assigned DBH Program Coordinator and DHCS's Family Services Unit upon reaching or exceeding ninety (90) percent of its treatment capacity within seven (7) days by emailing FSU at DHCSPerinatal@dhcs.ca.gov.
 - The subject line in the email must read "Capacity Management."
 - DBH provides DATAR access for designated Contractor staff completing DATAR entries. Contractor shall have two (2) individuals assigned per clinic location to complete monthly DATAR entries: one primary and one back up. Contractor shall notify DBH at DBH-SUDRSADMIN@dbh.sbcounty.gov, or most recent email address as provided by DBH SUDRS Administration, within 10 business days of the need to add or delete designated staff completing DATAR entries.
11. Contractors providing youth services must comply with the current DHCS Adolescent Substance Use Disorder Best Practices Guide Adolescent Substance Use Disorder Best Practices Guide in the provision of service. Current Adolescent Substance Use Disorder Best Practices Guide is to be utilized until new guidelines are issued by DHCS. Adolescent Substance Use Disorder Best Practices Guide is posted online at: https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf.
12. Contractors providing perinatal treatment services must comply with the current DHCS' Perinatal Practice Guidelines. Current Perinatal Practice Guidelines are to be utilized until new guidelines are issued by DHCS. Perinatal Practice Guidelines are posted online at: https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf.

---END OF ADDENDUM---

Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) State Fiscal Program Specifications

(Verbatim language from Biennial 2024-26
SUBG County Application, Enclosure 2, Article II. General)

Contractor acknowledges and agrees that any references to the County in this Addendum II also pertains to the Contractor and/or any subcontracting agency.

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 SUBG 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. Cannabis Restriction

Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide cannabis or treatment using cannabis. 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 cannabis 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 cannabis). 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 cannabis 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

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.

**DRUG MEDICAL ORGANIZED DELIVERY SYSTEM (DMC-ODS)
ADDITIONAL PROVISIONS**

1. Additional Agreement Restrictions
 - a) This Agreement is subject to any additional restrictions, limitations, conditions, or statutes enacted or amended by the federal or state governments, which may affect the provisions, terms, or funding of this Agreement in any manner.
2. Voluntary Termination of DMC-ODS Services
 - a) The Contractor may terminate this Agreement at any time, for any reason, by giving 60 days written notice to DHCS. The Contractor shall be paid for DMC-ODS services provided to beneficiaries up to the date of termination. Upon termination, the Contractor shall immediately begin providing DMC services to beneficiaries in accordance with the State Plan.
3. Nullification of DMC-ODS Services
 - a) The parties agree that failure of the Contractor, or its subcontractors, to comply with W&I Code section 14124.24, 14184.100 et seq., BHIN 21-075, this Agreement, and any other applicable statutes, regulations or guidance issued by DHCS, shall be deemed a breach that results in the termination of this Agreement for cause.
 - b) In the event of a breach, DMC-ODS services shall terminate. The Contractor shall immediately begin providing DMC services to the beneficiaries in accordance with the State Plan.
4. Hatch Act
 - a) Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
5. No Unlawful Use or Unlawful Use Messages Regarding Drugs
 - a) Contractor agrees that information produced through these funds, and which pertains to drug 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 (H&S Code section 11999-11999.3). By signing this Agreement, Contractor agrees that it shall enforce, and shall require its subcontractors to enforce, these requirements.
6. Noncompliance with Reporting Requirements
 - a) Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Exhibit A, Attachment I or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.
7. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances
 - a) None of the funds made available through this Agreement 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).
8. Health Insurance Portability and Accountability Act (HIPAA) of 1996

ADDENDUM IV

- a) If any of the work performed under this Agreement is subject to the HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.
- b) Trading Partner Requirements
 - 1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 CFR Part 162.915 (a)).
 - 2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR Part 162.915 (b)).
 - 3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall 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 Part 162.915 (c)).
 - 4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR Part 162.915 (d)).
- c) Concurrence for Test Modifications to HHS Transaction Standards
 - 1) Contractor 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, Contractor agrees that it shall participate in such test modifications.
- d) Adequate Testing
 - 1) Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
- e) Deficiencies
 - 1) The Contractor agrees to cure transactions errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. If the Contractor is a clearinghouse, the Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
- f) Code Set Retention
 - 1) Both DHCS and the Contractor understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.
- g) Data Transmission Log
 - 1) Both DHCS and the Contractor 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 Agreement. Each Party shall 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 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 necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

9. Counselor Certification

- a) 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 comply with the requirements in Cal. Code Regs., tit. 9, div. 4, chapter 8. (Document 3H)

10. Cultural and Linguistic Proficiency

- a) To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 CFR 438.206(c)(2).

11. Trafficking Victims Protection Act of 2000

- a) Contractor and its subcontractors that provide services covered by this Agreement shall comply with section 106(g) of the Trafficking Victims Protection Act of 2000 (22 U.S.C. 7104(g)) as amended by section 1702. For full text of the award term, go to: <http://uscode.house.gov/view.xhtml?req=granuleid:USC-section7104d&num=0&edition=prelim>.

12. Participation in the County Behavioral Health Director's Association of California.

- a) The Contractor's County Administrator or designee 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 SUD services.
- b) The Contractor's County Administrator or designee shall attend any special meetings called by the Director of DHCS.

13. Youth Treatment Guidelines

- a) Contractor shall follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing adolescent treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

14. Nondiscrimination in Employment and Services

- a) By signing this Agreement, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor shall not unlawfully discriminate against any person.

15. 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 IX of the Education Amendments of 1972 (regarding education and programs and activities), if

applicable.

- c) 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.
- d) Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC sections 6101 – 6107), which prohibits discrimination on the basis of age.
- e) Age Discrimination in Employment Act (29 CFR Part 1625).
- f) Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- g) Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- h) Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- i) Rehabilitation Act of 1973, as amended (29 USC section 794), prohibiting discrimination on the basis of individuals with disabilities.
- j) 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.
- k) Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- l) The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- m) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

16. State Law Requirements:

- a) Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, Div. 4 § 7285.0 et seq.).
- b) Title 2, Division 3, Article 9.5 of the Gov. Code, commencing with Section 11135.
- c) Cal. Code Regs., tit. 9, div. 4, chapter 8, commencing with § 10800.
- d) No state or Federal funds shall be used by the Contractor, or its subcontractors, for sectarian worship, instruction, and/or proselytization. No state funds shall be used by the Contractor, or its subcontractors, to provide direct, immediate, or substantial support to any religious activity.
- e) Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Agreement or terminate all, or any type, of funding provided hereunder.

17. Investigations and Confidentiality of Administrative Actions

- a) Contractor acknowledges that if a DMC provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider from the DMC program, pursuant to W&I Code section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. DHCS may also issue a payment suspension to a provider pursuant to W&I

ADDENDUM IV

Code section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a payment suspension is in effect.

- b) Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
Substance Use Disorder and Recovery Services - Perinatal Contract
SCHEDULE A - Proposed Budget

BUDGET PERIOD: July 1, 2025 - June 30, 2026

Contractor Name: <u>Inland Valley Drug and Alcohol Recovery Services</u>	Prepared by: <u>Laurie Figueroa</u>
Facility Address: <u>934 N. Mountain Ave Suite A-D</u>	Title: <u>Director of Finance</u>
<u>Upland CA 91786</u>	Date Prepared: <u>5/27/2026</u>
Provider Number: <u>36AC</u>	
Maximum Annual Obligation: <u>\$ 553,652</u>	

FUNDING SOURCE	DMC	Perinatal/SUBG	Realignment/ Non-DMC Perinatal	CalWORKs	CFS	TOTAL
Level of Care						
Intensive Outpatient Treatment (IOT)	\$ 369,094	\$ 23,200	\$ 39,200		\$ 5,828	\$ 437,322
Stand Alone Services						
Medications for Addiction Treatment (MAT)	\$ 11,534		\$ 5,600			\$ 17,134
Care Coordination	\$ 80,739	\$ 5,800	\$ 11,200		\$ 1,457	\$ 99,196
Peer Support Services						\$ -
Recovery Services						\$ -
SUMMARY OF ALL SERVICES						
Total Cost of Services	\$ 461,367	\$ 29,000	\$ 56,000	\$ -	\$ 7,285	\$ 553,652

* Round Costs to nearest dollar

APPROVED BY:		
<i>Laurie Figueroa</i>	Laurie Figueroa	06/02/26
PROVIDER AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<i>Ann Chestnut</i>	Ann Chestnut	06/02/26
DBH PROVIDER SUPPORT AUTHORIZED SIGNATURE	PRINTED NAME	DATE
<i>Metra Jabori</i>	Metra Jabori	06/02/26
DBH PROGRAM MANAGER or DESIGNEE SIGNATURE	PRINTED NAME	DATE

Federal funds include:				
<u>CFDA Title</u>	<u>CFDA No.</u>	<u>Award Name</u>	<u>Federal Agency</u>	<u>Pass-through Agency</u>
Substance Abuse Prevention & Treatment Block Grant	93.959	SABG	SAMHSA	State DHCS
Medi-Cal Assistance Program	93.778	DMC-ODS	DHHS	State DHCS

SAN BERNARDINO COUNTY
DEPARTMENT OF BEHAVIORAL HEALTH
Substance Use Disorder and Recovery Services - Perinatal Contract
SCHEDULE A - Proposed Budget

BUDGET PERIOD: July 1, 2026 - December 31, 2026

Contractor Name: <u>Inland Valley Drug and Alcohol Recovery Services</u>	Prepared by: <u>Laurie Figueroa</u>
Facility Address: <u>934 N. Mountain Ave Suite A-D</u> <u>Upland CA 91786</u>	Title: <u>Director of Finance</u>
Provider Number: <u>36AC</u>	Date Prepared: <u>5/27/2026</u>
Maximum Annual Obligation: <u>\$ 301,826</u>	

FUNDING SOURCE	DMC	Perinatal/SUBG	Realignment/ Non-DMC Perinatal	CalWORKs	CFS	TOTAL
Level of Care						
Intensive Outpatient Treatment (IOT)	\$ 134,033	\$ 15,000	\$ 15,400		\$ 5,500	\$ 169,933
Stand Alone Services						
Perinatal Day Care @ \$75		\$ 6,000	\$ 75,000			\$ 81,000
Medications for Addiction Treatment (MAT)	\$ 8,377	\$ 3,000	\$ 2,200		\$ 500	\$ 14,077
Care Coordination	\$ 16,754	\$ 3,000	\$ 2,200		\$ 785	\$ 22,739
Peer Support Services						\$ -
Recovery Services	\$ 8,377	\$ 3,000	\$ 2,200		\$ 500	\$ 14,077
SUMMARY OF ALL SERVICES						
<i>Total Cost of Services</i>	\$ 167,541	\$ 30,000	\$ 97,000	\$ -	\$ 7,285	\$ 301,826

* Round Costs to nearest dollar

APPROVED BY:		
<i>Laurie Figueroa</i> <small>PROVIDER AUTHORIZED SIGNATURE</small>	Laurie Figueroa <small>PRINTED NAME</small>	06/02/26 <small>DATE</small>
<i>Ann Chestnut</i> <small>DBH PROVIDER SUPPORT AUTHORIZED SIGNATURE</small>	Ann Chestnut <small>PRINTED NAME</small>	06/02/26 <small>DATE</small>
<i>Metra Jabori</i> <small>DBH PROGRAM MANAGER or DESIGNEE SIGNATURE</small>	Metra Jabori <small>PRINTED NAME</small>	06/02/26 <small>DATE</small>

Federal funds include:				
<u>CFDA Title</u>	<u>CFDA No.</u>	<u>Award Name</u>	<u>Federal Agency</u>	<u>Pass-through Agency</u>
Substance Abuse Prevention & Treatment Block Grant	93.959	SABG	SAMHSA	State DHCS
Medi-Cal Assistance Program	93.778	DMC-ODS	DHHS	State DHCS



Levine Act – Campaign Contribution Disclosure (formerly referred to as Senate Bill 1439)

The following is a list of items that are not covered by the Levine Act. A Campaign Contribution Disclosure Form will not be required for the following:

- Contracts that are competitively bid and awarded as required by law or County policy
- Contracts with labor unions regarding employee salaries and benefits
- Personal employment contracts
- Contracts under \$50,000
- Contracts where no party receives financial compensation
- Contracts between two or more public agencies
- The review or renewal of development agreements unless there is a material modification or amendment to the agreement
- The review or renewal of competitively bid contracts unless there is a material modification or amendment to the agreement that is worth more than 10% of the value of the contract or \$50,000, whichever is less
- Any modification or amendment to a matter listed above, except for competitively bid contracts.

DEFINITIONS

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

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

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

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

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

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

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

1. Name of Contractor: Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services

2. Is the entity listed in Question No.1 a nonprofit organization under Internal Revenue Code section 501(c)(3)?

Yes If yes, skip Question Nos. 3-4 and go to Question No. 5 No

3. Name of Principal (i.e., CEO/President) of entity listed in Question No. 1, if the individual actively supports the matter and has a financial interest in the decision: N/A

4. If the entity identified in Question No.1 is a corporation held by 35 or less shareholders, and not publicly traded ("closed corporation"), identify the major shareholder(s):

N/A

5. Name of any parent, subsidiary, or otherwise related entity for the entity listed in Question No. 1 (see definitions above):

Company Name	Relationship
Inland Valley Recovery Services	

6. Name of agent(s) of Contractor:

Company Name	Agent(s)	Date Agent Retained (if less than 12 months prior)
N/A		

7. Name of Subcontractor(s) (including Principal and Agent(s)) that will be providing services/work under the awarded contract if the subcontractor (1) actively supports the matter and (2) has a financial interest in the decision and (3) will be possibly identified in the contract with the County or board governed special district.

Company Name	Subcontractor(s):	Principal and/or Agent(s):
N/A		

8. Name of any known individuals/companies who are not listed in Questions 1-7, but who may (1) actively support or oppose the matter submitted to the Board and (2) have a financial interest in the outcome of the decision:

Company Name	Individual(s) Name
N/A	

9. Was a campaign contribution, of more than \$500, made to any member of the San Bernardino County Board of Supervisors or other County elected officer within the prior 12 months, by any of the individuals or entities listed in Question Nos. 1-8?

No

Yes If **yes**, please provide the contribution information in Question 11.

10. Has an agent of Contractor made a campaign contribution of any amount to any member of the San Bernardino County Board of Supervisors or other elected officer involved with this Contract while award of this Contract is being considered?

No

Yes If **yes**, please provide the contribution information in Question 11.

11. Name of Board of Supervisor Member or other County elected officer: N/A

Name of Contributor: N/A

Date(s) of Contribution(s): N/A

Amount(s): N/A

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor acknowledges that agents are prohibited from making any campaign contributions, regardless of amount, to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County. Contractor understands that the other individuals and entities (excluding agents) listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$500 to any member of the Board of Supervisors or other County elected officer involved with this Contract, while award of this Contract is being considered and for 12 months after a final decision by the County.

FEDERAL CONTRACTING PROVISIONS

Contractor shall to comply with the following additional terms:

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

*** **If Applicable** - Applies to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works.

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

B. Copeland "Anti-Kick Back" Act

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

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

Contractor certifies that it will not use contract funds to:

- (1) Procure or obtain covered telecommunications equipment or services;
- (2) Extend or renew a contract to procure or obtain covered telecommunications equipment or services; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain covered telecommunications equipment or services.

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

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

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

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

******If applicable*** – Generally applies to contracts that are federally funded and exceed \$100,000.

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

[certification continued on next page]

ANTI-LOBBYING CERTIFICATION

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
5. The Contractor, Inland Valley Drug and Alcohol Recovery Services dba Inland Valley Recovery Services., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tina K. Hughes, CEO
Name and Title of Contractor's Authorized Official

Date

CalAIM PAYMENT REFORM RATE SCHEDULE

San Bernardino County Department of Behavioral Health
 CalAIM Payment Reform Rate Schedule
 Effective January 1, 2026

Individual		
	<i>Percentage of DHCS Rate:</i>	
	70%	75%
	Hourly Payment Rate	
DHCS Equivalent	Contracted Program Category 1	Contracted Program Category 2
Certified AOD Counselor	\$ 257.82	\$ 276.24
Mental Health Rehabilitation Specialist	\$ 233.86	\$ 250.56
Other Qualified Practitioner	\$ 233.86	\$ 250.56
Peer Support Specialists	\$ 245.55	\$ 263.09
Community Health Worker	\$ 239.70	\$ 256.82
LCSW (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
MFT/LPCC (Licensed, Waivered or Registered)	\$ 310.83	\$ 333.03
Licensed Psychiatric Technician	\$ 218.48	\$ 234.08
Psychologist (Licensed or Waivered)	\$ 480.32	\$ 514.63
Licensed Vocational Nurse	\$ 254.85	\$ 273.05
Medical Assistant	\$ 175.19	\$ 187.70
Licensed Physician	\$ 1,194.33	\$ 1,279.64
Nurse Practitioner	\$ 593.92	\$ 636.34
Occupational Therapist	\$ 413.76	\$ 443.32
Physician Assistant	\$ 535.65	\$ 573.92
Registered Nurse	\$ 485.12	\$ 519.77

	<i>Percentage of DHCS Rate:</i>	
	70%	
Service Description	Per Occurrence Payment Rate	
Interactive Complexity	13.22	
Interpretive Services	22.32	

Contracted Program Category 1
All other Specialty Mental Health Services
All Substance Use Disorder & Recovery Services providing outpatient DMC-ODS

Contracted Program Category 2
All Full Service Partnerships
Therapeutic Behavioral Services
Children's Residential Intensive Services