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**Contract Number****21-188 A-3****SAP Number****4400016292**

## Department of Behavioral Health

|                                           |                                      |
|-------------------------------------------|--------------------------------------|
| <b>Department Contract Representative</b> | Diana Barajas                        |
| <b>Telephone Number</b>                   | (909) 388-0862                       |
| <b>Contractor</b>                         | VARP, Inc.                           |
| <b>Contractor Representative</b>          | Shelly Mattazaro                     |
| <b>Telephone Number</b>                   | (909) 386-8264                       |
| <b>Contract Term</b>                      | April 1, 2021 through March 31, 2026 |
| <b>Original Contract Amount</b>           | \$529,025                            |
| <b>Amendment Amount</b>                   | \$231,000                            |
| <b>Total Contract Amount</b>              | \$760,025                            |
| <b>Cost Center</b>                        |                                      |

THIS CONTRACT is entered into in the State of California by and between San Bernardino County, hereinafter called the County, and VARP, Inc. referenced above, hereinafter called Contractor.

### IT IS HEREBY AGREED AS FOLLOWS:

#### WITNESSETH:

IN THAT CERTAIN Contract No. 21-188 by and between San Bernardino County, a political subdivision of the State of California, and Contractor for Substance Use Disorder and Recovery Services Recovery Residences which Contract first became effective April 1, 2021, the following changes are hereby made and agreed to:

- I. ARTICLE IV FUNDING, paragraph E, G, I and J are hereby amended and Paragraph K is hereby added to read as follows:
  - E. County will take into consideration requests for changes to Contract funding, within the existing contracted amount. All requests must be submitted in writing by Contractor to DBH Program no later than February 1 for the operative fiscal year.
  - G. If client eligibility for a categorical funding is found by the County to be different than eligibility determined by Contractor, County's determination of eligibility will be used to reimburse

Contractor for said services. Additionally, no payment will be made for identified services if it is determined that Contractor is out of compliance with program and funding requirements.

- I. The contract amendment amount of \$231,000 shall increase the total contract amount from \$529,025 to \$760,025 for the contract term.
- J. The Schedules A and B for FY 2023-2024, 2024-25 and 2025-26 will be submitted to, and approved by, the Director or designee at a later date. All previously approved Budget Schedules remain in effect.
- K. The allowable funding sources for this Contract may include: Perinatal, AB-109, Block Grant, CalWORKs. Federal funds may not be used as match funds to draw down other federal funds.

II. ARTICLE VI PAYMENT, paragraph J is hereby amended to read as follows:

- J. 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 unless Contractor has obtained a "Negotiated Indirect Cost Rates Agreement" from a cognizant agency responsible for negotiating and approving indirect cost rate for non-profit organizations on behalf of all Federal agencies.

As applicable, for non-Federal funded programs, the County will take into consideration the program requirements and contractor's documented Indirect Cost-Rate as applicable. As applicable, indirect costs will be limited to 15% unless otherwise agreed upon by the County.

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.

III. ARTIVLE VIII COST REPORT SETTLEMENT, Paragraph A is hereby amended and Paragraph J hereby added to read as follows:

- A. Section 14124.24 (g) of the Welfare and Institutions Code (WIC) and Section 11852.5(e) of the Health and Safety Code (HSC) requires contractors to submit accurate and complete cost reports for the previous fiscal year. Contractor shall provide DBH with a complete and correct statement of annual costs in order for the County to complete State Cost Report not later than forty-five (45) days at the end of each fiscal year and not later than forty-five (45) days after the expiration date or termination of this Contract, unless otherwise notified by the County.

Accurate and complete annual cost report shall be defined as a cost report which is completed on forms or in such formats as specified by the County and consistent with such instructions as the County may issue and based on the best available data provided by the County.

- J. No claims for reimbursement will be accepted by the County after the cost report is submitted by the contractor. The total costs reported on the cost report must match the total of all the claims submitted to DBH by Contractor as of the end of the fiscal year which includes revised and/or final claims. Any variances between the total costs reported in the cost report and fiscal year claimed costs must be justified during the cost report process in order to be considered allowable.

IV. ARTIVLE XVIII PERSONNEL, Paragraphs K and L are hereby added to read as follows:

K. 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.

L. Campaign Contribution Disclosure (SB 1439)

Contractor has disclosed to the County using Attachment IV - Campaign Contribution Disclosure Senate Bill 1439, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer [Sheriff, Assessor-Recorder-Clerk, 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 \$250 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 \$250 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.

V. ADDENDUM I AGREEMENT FOR THE PROVISION OF SUBSTANCE USE DISORDER RECOVERY RESIDENCES, is hereby deleted and replaced in its entirety with the attached ADDENDUM I - AGREEMENT FOR THE PROVISION OF SUBSTANCE USE DISORDER RECOVERY RESIDENCES.

VI. ATTACHMENT IV CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439) is hereby added.

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

This Agreement 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 Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (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 Agreement upon request.

SAN BERNARDINO COUNTY

*Dawn Rowe*

Dawn Rowe, Chair, Board of Supervisors

Dated:

MAR 12 2024

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

*Lynna Morrell*  
Clerk of the Board of Supervisors  
of San Bernardino County

By



Deputy

VARP, Inc.

(Print or type name of corporation, company, contractor, etc.)

By

*Shelly Mattazaro*

(Authorized signature - sign in blue ink)

Name

Shelly Mattazaro

(Print or type name of person signing contract)

Title

Executive Director

(Print or Type)

Dated:

3/5/2024

Address

907 Rialto Ave.  
San Bernardino, CA 92410

FOR COUNTY USE ONLY

Approved by Legal Form

*Dawn Martin*

Dawn Martin, Deputy County Counsel

Date 3/5/2024

Reviewed for Contract Compliance

*Natalie Kessee*

Natalie Kessee, Contracts Manager

Date 3/5/2024

Reviewed by Department

*Georgina Yoshioka*

Georgina Yoshioka, Director

Date 3/5/2024

**AGREEMENT FOR THE PROVISION OF**  
**SUBSTANCE USE DISORDER**  
**RECOVERY RESIDENCES**

**CONTRACTOR NAME:** VARP, Inc.

**A. The Contractor shall provide Substance Use Disorder Recovery Residences services as defined herein to San Bernardino County residents.**

**B. FACILITY LOCATIONS:**

The Contractor shall provide the above services in and from the following address(es):

BB House Recovery Residence  
1066 & 1064 N D Street  
San Bernardino, CA 92410

**C. DEFINITIONS (PROGRAM SPECIFIC)**

1. American Society of Addiction Medicine (ASAM) – ASAM is a professional society representing over 4,000 physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addictions.
2. ASAM Criteria – The ASAM Criteria is a set of guidelines for placement, continued stay, and transfer/discharge of patients with Substance Use Disorders and co-occurring conditions. The ASAM criteria provides separate placement criteria for adolescents and adults to create comprehensive and individualized treatment plans. Adolescent and adult treatment plans are developed through a multidimensional patient assessment over five broad levels of treatment services provided. ASAM's criterion uses six dimensions to create a holistic, biopsychosocial assessment of an individual to be used for service planning and treatment across all services and levels of care.
3. Client – the County of San Bernardino resident who will be receiving the services.
4. Cultural Competency – The acceptance and understanding of cultural mores and their possible influence on the participant's issues and/or behavior, i.e., using the understanding of the differences between the prevailing social culture and that of the participant's family to aid in developing individualized supports and services.
5. Department of Behavioral Health (DBH) – DBH under state law provides mental health and/or substance use disorder treatment and prevention services to County residents. In order to maintain a continuum of care, DBH operates or contracts for the provision of 24-hour residential treatment, non-medical withdrawal management (detoxification) services, Outpatient Treatment services, Intensive Outpatient Treatment (IOT), case management, recovery centers and crisis and referral services. Community services are provided in all major County metropolitan areas and are readily accessible to County residents.

6. Intensive Outpatient Treatment (IOT) – An organized service delivered by addiction professionals or addiction-credentialed clinicians, which provides a planned regimen of treatment, consisting of regularly scheduled sessions within a structured program, for a minimum of 9 hours of treatment per week for adults and 6 hours of treatment per week for adolescents.
7. Outpatient Drug-Free Program (ODF) – An organized non-residential service, delivered in a variety of settings, in which addiction and/or mental health treatment personnel; provide professionally directed evaluation and treatment for substance-related, addictive and mental disorders.
8. Recovery Residence (RR) – Recovery houses are safe, healthy, family-like substance-free living environments that support individuals in recovery from addiction. While recovery residences can vary widely in structure, all are centered on peer support and a connection to services that promote long-term recovery. Recovery housing benefits individuals in recovery by reinforcing a substance-free lifestyle and providing direct connections to other peers in recovery, mutual support groups and recovery support services. Substance-free does not prohibit prescribed medications taken as directed by a licensed prescriber, such as pharmacotherapies specifically approved by the Food and Drug Administration (FDA) for treatment of opioid use disorder as well as other medications with FDA-approved indications for the treatment of co-occurring disorders.
9. Recovery Services – are available after the beneficiary has completed a course of treatment. Recovery services emphasize the beneficiary's central role in managing their health, promote the use of effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries. Recovery Services includes:
  - Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and reassess if further care is needed;
  - Recovery Monitoring, including recovery coaching and monitoring via telephone/telehealth;
  - Substance Abuse Assistance, including peer-to-peer services and relapse prevention;
  - Education and Job Skills, such as linkages to life skills, employment services, job training, and education services;
  - Family Support, including linkages to childcare, parent education, child development support services, and family/marriage education;
  - Support Groups, including linkages to self-help and faith-based support and,
  - Ancillary Services, such as linkages to housing assistance, transportation, case management, and individual services coordination.
10. Screening Assessment and Referral Center (SARC) – The DBH-SUDRS program that screens clients who are referred or who are seeking help with a SUD. The center's staff will complete a comprehensive assessment of the client's needs and determine the appropriate level of care needed for the clients utilizing ASAM criteria.
11. Social Capital – the networks of relationships among people who live and work in a particular society, enabling that society to function properly.
12. Substance Use Disorder (SUD) – Substance Use Disorder includes substance abuse and substance dependence. Substance abuse is a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances.

Substance dependence is a cluster of cognitive, behavioral, and physiological symptoms indicating that an individual continues use of substances despite significant substance related problems. Substance Use Disorder Services is the provision of services to prevent or reduce the harm of alcohol and other drugs throughout the County of San Bernardino through community action, education, support, and collaboration.

13. Substance Use Disorder and Recovery Services (SUDRS) – The term “SUDRS” refers to the County of San Bernardino Department of Behavioral Health - Substance Use Disorder and Recovery Services.
14. Care Coordination - A service to assist a patient to access needed medical, SUD, mental health, educational, social, prevocational, vocational, rehabilitative, or other community services. Care Coordination services can include referrals and transportation to SUD and/or Mental Health treatment. Care Coordination may, sometimes be referred to as Case Management or Coordination of Care.
15. Medications for Addiction Treatment (MAT) - Medications for addiction treatment is the use of FDA-approved medications in combination with evidence-based behavioral therapies to provide a whole-patient approach to treating SUDs.

#### **D. BACKGROUND (PROGRAM SPECIFIC)**

The Department of Behavioral Health (DBH) is responsible for providing mental health and/or substance use disorder services to County residents who are experiencing major mental illness and/or substance use disorders. DBH-Substance Use Disorder and Recovery Services (SUDRS) provides a full range of Substance Use Disorder (SUD) prevention, treatment services and education for communities and residents of the County of San Bernardino through contracts with community based organizations and County-operated clinics with the goal of promoting prevention, intervention, recovery and resiliency for individuals and families.

The transition from active addiction into lasting recovery is often a difficult and emotionally trying journey for many people with a substance-use disorder. Relapse rates for substance-use disorders can be high and relapse can signify the necessity to reexamine a person’s course of treatment, as relapses can be dangerous and in some instances fatal. The first 12 months of an individual’s recovery is the transitional period prior to the onset of sustained full remission, sometimes referred to as early recovery. This is the crucial period during which people contend with raw core clinical issues such as family history, unresolved trauma, grief and loss, emotional immaturity, low frustration tolerance, and other factors that can make them susceptible to relapse. However, Moos & Moos (2006) determined that individuals with more ‘social capital’ are more likely to show improved outcomes for short term remission. Therefore, 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.

#### **E. SERVICE DESCRIPTION:**

The Contractor shall provide Substance Use Disorder Recovery Residences services in accordance with the following description:

1. The San Bernardino County Department of Behavioral Health, Substance Use Disorder and Recovery Services have implemented a coordinated network of substance use disorder prevention, treatment and recovery services which are provided through contractors. Each Contractor agrees that every effort shall be made to make all services available through the coordinated network

including its various levels of care: prevention, residential treatment, withdrawal management (detoxification), outpatient, intensive outpatient, and methadone maintenance.

2. Each Contractor agrees to provide all potential clients access to this network of services and system of care through a consistent evaluation process to determine the appropriate level of care.
3. Substance Use Disorder Recovery Residences services provide supervised sober living in transitional housing units for adult clients, and adult clients with children. The goal of the program is to provide a secure environment for the individual/family while preparing the adult client to secure permanent housing.
4. Target Population and Length of Stay
  - a. Perinatal Clients, to include women who are pregnant, in the postpartum stage and/or parenting, shall be eligible to receive Recovery Residences services, along with their child(ren). Parenting also includes women who are attempting to regain legal custody of their child(ren). Attendance in a perinatal intensive outpatient treatment program is mandatory while the client is receiving Recovery Residences services. The maximum length of stay in Recovery Residences services is determined by treatment need, funding or only while the perinatal client continues participation in the IOT Perinatal program.
  - b. Post Release Community Supervised clients, also known as AB109 clients, in recovery with a valid referral from the County Probation Department, shall be eligible for Recovery Residences services. The maximum length of stay in Recovery Residences services is determined by treatment need, funding or only while the client remains an AB109 probationer as determined by the County Probation Department.
  - c. Clients assessed and referred by the Screening Assessment and Referral Center (SARC). The SARC determines the appropriate level of care for clients. Attendance in an ODF or IOT program is mandatory while the client is receiving Recovery Residences services. The maximum length of stay in Recovery Residences services is determined by treatment need, funding, or only while the client continues participation in the ODF or IOT program.

#### **F. SPECIFIC RESPONSIBILITIES:**

##### **1. Operation Guidelines**

Recovery Residences services:

- a. Contractor shall not provide substance use disorder treatment; clients are referred for treatment elsewhere.
- b. Narcan shall be readily available at each Recovery Residence at all times.
- c. Contractor shall not co-mingle adults of opposite gender.
- d. Contractor shall provide adult clients and adult clients with child(ren) who meet the Target Population; food, if necessary, and shelter on a 24-hour basis and shall offer substance-free activities that promote recovery and facilitate mutual recovery support among clients in residence.
- e. Length of stay shall be determined by treatment need or funding, but will not exceed 24 months.

- f. Contractor shall operate facility twenty hours, seven days a week and shall provide sufficient staffing as required to support this type of operation.
- g. Contractor shall, at minimum, have a "House Manager" available at all times either onsite at the facility or a "House Manager" who can be reached twenty-four (24) hours, seven (7) days a week in the event of an emergency and any other staff available, as determined necessary.
- h. Housing placements typically occur Monday through Friday, 8:00 am to 5:00 pm. However, Contractor may be required to accept placements after 5:00 p.m. and on weekends and/or holidays with prior notification and agreement by the Contractor.
- i. Contractor shall provide semi-private rooms for each adult client and their child(ren), as applicable. Adult clients with children up to age six (6) shall be provided sleeping quarters separate from adult clients without children. (Child(ren) ages seven (7) through twelve (12) shall obtain prior DBH approval from the DBH Program Manager/designee.) At no time shall a child(ren) be co-mingled with non-related adult clients, other than with other adult clients with child(ren).
- j. Contractor shall assure school-aged child(ren) in residence with an adult client access to educational services required by law.
- k. Contractor shall provide mandatory random drug screenings for clients and have written policies and procedure detailing random drug screening processes.
- l. Contractor shall refer clients to their local County Human Services - Transitional Assistance Department (TAD) office to apply for CalFresh and refer clients to food banks and charities to assist the clients in obtaining food.
- m. Contractor shall provide food or provide a means for the client to obtain food if unable to provide for themselves and/or their child(ren). For example: this could be due to a client's lack of income or no eligibility to a Social Services benefit. The provision may include items such as:
  - i. Groceries
  - ii. Grocery Cards
- n. Adult clients shall be trained and instructed in the facilities emergency procedures.
- o. Contractor shall maintain all Federal, State and locally required permits, licenses, clearances and certifications necessary for operation of services.

2. Facility Requirements:

- a. Contractor shall provide all facilities, facility management, supplies and other resources necessary to establish and operate the program. The facility utilized for services shall be as close to a normal home environment as possible without sacrificing client safety or care.
- b. Contractor shall demonstrate legal possession of the facilities that will be used for Recovery Residences services. Documentation may include a deed showing title or a lease agreement.
- c. The bedroom and dwelling occupancy may not exceed the dwelling's legal capacity as defined by the town or city's fire and safety codes that are applicable to all residences in the neighborhood.

- d. The facility shall appear neat, and be in good repair. Contractor shall provide on-going maintenance, repair, and or replacement, as needed, of flooring, paint, window coverings, appliances, fixtures, etc. The facility and grounds shall be maintained in a manner consistent with other homes in the neighborhood.
- e. The facility shall have sufficient space for Recovery Residences services. Such as:
  - i. Sleeping areas adequate for each individual and room for personal storage
  - ii. Living room area with adequate space for clients to assemble for social or other group activities
  - iii. Dining area suitably furnished for group or individual meal service
  - iv. Bathrooms sufficient for the number of clients
  - v. Outdoor areas and safe play areas for children
  - vi. Kitchen facilities shall provide cooking and storage space to meet the needs of the facility and its clients
  - vii. Staff and/or administrative offices, if necessary
  - viii. One on-site parking space for each bedroom.
- f. The facility shall have living, sleeping, bathing and toiletry areas enclosed by permanent walls, floors, ceilings and doors.
- g. Contractor shall provide clean semi-private rooms for each adult client and their child(ren), if applicable. Adult clients with children shall be provided separate sleeping quarters from adult clients without children.
- h. Semi-private rooms and/or sleeping quarters shall be clean, in good repair, safe for adult clients and any child(ren) residing at the facility with their parent. Each adult client and child(ren) shall be provided with a safe, clean, healthful environment.
- i. Contractor shall ensure minimal personal security and privacy which shall include, but not be limited to the following:
  - i. Separate and adequate toilet, hand washing, and bathing facilities and these shall be in proximity of designated sleeping areas
  - ii. Sleeping areas shall be enclosed by permanent walls which extend from the floor to the ceiling and a permanent door.
- j. Facility fixtures, furniture, equipment and supplies shall meet the standards of California Consortium of Addiction Programs and Professionals (CCAPP).
- k. Contractor shall obtain and/or maintain a facility location that will be appropriate and accessible for the selected service regions and readily accessible by public transportation and be easily accessible to community services, educational resources, health care facilities, and employment opportunities, and shall be in compliance with Americans with Disabilities Act (ADA) and California State Administration Code Title 24.
- l. The facility shall have laundry facilities (washers/dryers) on site.
- m. Contractor shall provide basic supplies for basic living needs; i.e., paper towels, toilet tissue, hand soap, bath towels, bed linens, laundry soap, etc.
- n. Contractor shall provide a telephone within the facilities complex that is available twenty-four (24) hours per day, seven (7) days per week for resident use. This may be a pay phone.

- o. Contractor shall for the safety of adult clients and their child(ren):
    - i. Install smoke and carbon monoxide detectors in sufficient number and location as required by safety codes and ensure they are functional at all times
    - ii. Install fire extinguishers, in at minimum; the kitchen area
    - iii. Train clients on the facilities safety procedures and their role in maintaining safety in the facility.
    - iv. Clearly mark exit doors and ensure they are not obstructed at all times
    - v. Have first aid kits readily available in the facility
    - vi. Facilities with second floors shall have emergency fire ladders clearly marked.
  - p. Contractor shall establish fire safety guidelines as part of the written policies, such as:
    - i. No smoking in the facility
    - ii. No accumulation of clutter in living and sleeping areas
    - iii. Stoves and cooking areas shall be kept clean and free of grease accumulation
    - iv. Designated smoking areas outside and guidelines for keeping them clean.
  - q. Contractor shall have written policies that limit access by individuals who are not clients, staff, volunteers, or authorized visitors.
  - r. Facility must meet the Emergency Solutions Grants (ESG) Habitability Standards for Emergency Shelters and Permanent Housing and when possible and as applicable, should also meet the CoC Housing Quality Standards (HQS).
3. Regulations and Standards:
- Contractor shall:
- a. Maintain compliance with all non-discrimination laws and regulations and follow admission policies that ensure clients are admitted to services regardless of anticipated outcomes.
  - b. Obtain the appropriate County of San Bernardino permit if located in an unincorporated area of the County or other local city permit if required to operate the facility. Contractor shall be approved for any permits required and maintain the permit in good standing for as long as the facility is in operation.
  - c. Meet the standards established by the California Consortium of Addiction Programs and Professionals (CCAPP) for a sober living environment and shall be certified and maintain certification by CCAPP in good standing for as long as the facility is in operation. ([www.caadac.org](http://www.caadac.org))
  - d. Ensure equal access to quality care by diverse populations. Adopt the US Department of Health and Human Services National Culturally and Linguistically-Appropriate Service (CLAS) standards.
  - e. Ensure that Recovery Residence facilities are free of any non-prescription drugs that could be utilized in an illicit manner, including medical/recreational marijuana, as well as alcohol.
  - f. Comply with all State and Federal statutes and regulations regarding confidentiality, including but not limited to applicable provisions of Part 2, Title 42 Code of Federal Regulations; Welfare Institutions Code Sections 5328 et. seq., and 14100.2; Sections 11812 of the Health and Safety Code; Title 22, California Code of Regulations Section 51009; and the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
  - g. Ensure staff is knowledgeable with San Bernardino County's Grievance and Appeals

policy and procedure and ensure any grievances/complaints made are referred to the County in accordance with these procedures.

- h. Ensure all incidents with clients are reported on the "Unusual Occurrence/Incident Report" County form QM053. Incidents can be, but are not limited to:
  - i. Dangerous Behavior
  - ii. Medical/Injury
  - iii. Disturbance/Destruction of Property
  - iv. Victimized
  - v. Death
  - vi. Dangerous Behavior – Self
  - vii. Sexual Behavior
  - viii. Other's (not listed).

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

- i. Establish a plan to be used in the event of Program or Contract termination. It should provide for the responsible and orderly transition of clients to another DBH approved facility for services. The plan shall include a provision for furnishing DBH with all client information and any documents necessary for this transition.
- j. Contractor shall adhere to the accessibility requirements set forth in California Building Code Chapters 11A and 11B and the Americans with Disabilities Act (ADA), Title II. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS, 24 CFR Part 8) or HUD's modified version of the 2010 ADA Standards for Accessible Design (Alternative 2010 ADAS, HUD-2014-0042-0001, 79 FR 29671 [5/27/14], commonly referred to as "the Alternative Standards" or "HUD Deeming Memo").

#### 4. Referrals:

- a. Clients shall be referred promptly for medical and/or psychiatric evaluation when deemed appropriate by staff.
- b. Contractor's staff shall be required to refer clients who are experiencing problems to their Outpatient Program Provider, Probation Officer, County Children and Family Services (CFS) Social Worker, or anyone who may be in need of this information or who can provide assistance to the client with their problem.
- c. Contractor shall act as a community referral resource, referring clients in need directly or by referral process to other services beyond their scope of service; such as, but not limited to; GED classes, higher education, vocational education, job training, resume writing, medical services, dental services, legal services, CalWorks, CalFresh, Medi-Cal, food banks, etc., as necessary.
- d. Contractor shall initiate collaborative community partnerships and service systems. Contractor will establish procedures that will ensure strong, reliable linkages with other community service providers and service organizations for client support. These collaborative efforts shall be designed to integrate, coordinate and access necessary support services within the community in order to ensure successful client treatment and recovery. These efforts shall help achieve mutual goals espoused by Federal, State, and

County systems to integrate services, prevent relapse through the use of community support services, reduce fragmentation of care and establish better communication and collaboration at all levels, but particularly among local providers and agencies who work with this target population.

- e. Contractor shall support access to Medications for Addiction Treatment (MAT) for clients with substance use disorders and psychotropic medications for the treatment of mental health disorders.

5. Written Procedures:

- a. Contractor shall develop and/or maintain a written Personnel Policy and Procedures Manual in accordance with current DBH standards. The written procedures and all updates shall be provided to all employees charging hours to this agreement. The written Personnel Policy and Procedures Manual shall be submitted to DBH, upon request. A change to any part of the Personnel Policy and Procedures requires a written change in the manual and submission of all changes to DBH, upon request.
- b. Contractor shall develop a resident handbook to help ease clients transition into a Recovery Residence living environment and to assist in ensuring clients compliance with house rules.
- c. Contractor shall develop a relapse policy and submit this policy to DBH for review and approval. Please submit a copy of the Relapse Policy with the proposal.
- d. Contractor shall develop and maintain written procedures, forms and documents associated for:
  - i. Admission to the program, which shall be available to the public upon request.
  - ii. Guidelines for clients who are required to take prescribed medications and storage of prescribed medications.
  - iii. Fire Safety, General Safety and Health Standards.
  - iv. Resident Log.
  - v. Sign In/Out Sheets shall be utilized for the safety of the clients. The sign in/out sheets will be utilized so the House Manager knows the location of each client at any given time.
  - vi. The Resident Council.
  - vii. Client's role and responsibilities in the residence.
  - viii. House Managers role and responsibilities in the residence.
  - ix. House rules, shall be conspicuously posted in the facility.
  - x. Rent assessment and collection (assessment of rent and any separate utility charges must be clearly defined).
  - xi. All other rental fees that may/or will be associated with the client's rental (IE: key deposits, late fees, etc.)
  - xii. Rent paid by client shall off-set costs and charges to the County and shall be deducted from the monthly fee charged to DBH or the establishment of a client trust fund to be utilized for client's future housing only (See: Rent Assessment and Collection, paragraph p).
  - xiii. Landlord/Tenant Agreement.
  - xiv. Client Termination from the program.
  - xv. Mandatory random drug testing protocols.
  - xvi. Phone use policy.
  - xvii. Outside Visitor Policies.

xviii. Neighborhood complaint protocol (this is a separate protocol from the San Bernardino County Grievance and Appeals Process. (Regulations and Standards, paragraph f.7))

Recovery Residences Standards (for assistance in developing standards see: Certified Recovery Residence standards on the California Consortium of Addiction Programs and Professionals (CCAPP) website: <https://www.ccapp.us> or Substance Abuse and Mental Health Services Administration (SAMHSA) Recovery Housing: Best Practices and Suggested Guidelines. ([www.samhsa.gov](http://www.samhsa.gov)) The written procedures shall be submitted to DBH. A change to any part of the written procedures requires a submission of all changes to DBH.

## **G. SERVICE COORDINATION AND QUALITY ASSURANCE**

Substance Use Disorder and Recovery Services shall monitor the progress and quality of care afforded each individual client through a quality improvement process in addition to an analysis of other client information. The Contractor shall ensure that each client receives service at the appropriate level of care. The Contractor may appeal any recommended service modality and/or level of care through the DBH-SUDRS Administration.

## **H. OUTCOME MEASURES AND DATA REPORTING REQUIREMENTS**

1. Contractor shall develop and maintain written procedures to identify Outcomes Measures for the program such as:
  - a. Reduced recidivism rate for criminal justice clients
  - b. Client abstinence from all illicit drugs and alcohol for a measured time period
  - c. Client's obtainment of employment while residing in Recovery Residences services, and continued efforts to increase income to obtain and sustain permanent housing upon exiting Recovery Residences services. (i.e., Part-time to Full-time employment)
  - d. Client obtainment of GED or other educational/vocational completion certificate
  - e. Client obtainment of secure and adequate housing upon exit from the program
  - f. Perinatal Client's increased understanding of the health benefits of regular attendance at medical/dental appointments as identified by reported attendance at scheduled appointments
  - g. Perinatal Clients increased understanding and reported/observed use of positive parenting skills.
2. Contractor shall submit quarterly reports regarding DBH specified outcomes and objectives of the program, methods employed to resolve problems in achieving stated outcomes and objectives, and any modifications that occurred as a result of the outcomes evaluated. The quarterly reports shall be due to DBH-SUDRS Administration no later than 30 days following the last day of the reportable quarter.
3. Contractor shall participate in the DBH Outcomes workgroups and work in collaboration with DBH so that Outcomes will be collected, reported and measured. Contractor may wish to use Substance Abuse and Mental Health Services Administration (SAMHSA) developed National Outcome Measures (NOMs). The NOMs are designed to embody meaningful, real life outcomes for people who are striving to attain and sustain recovery. The written procedures shall be submitted to DBH. A change to any part of the written procedures requires a submission of all changes to DBH.
4. Contractor will enter into the local HMIS the Universal Data Elements (Items 3.01-3.917) and the Common Data Elements (Items 4.02-4.20) and Item W5 of the Individual Federal Partner Program Elements as defined by the United States Department of Housing and Urban Development [HUD]

HMIS Data Standards), on the individuals and families served, as required by AB 977. Data must be entered within 30 days following the end of the reporting quarter.

## **I. STAFF REQUIREMENTS AND LEVELS:**

Contractor shall provide staffing levels and qualifications appropriate to meet the needs of the program and clients participating, including but not limited to:

1. Administer staff/volunteers/interns and provide management systems and have a written Personnel Policy and Procedures Manual and written Recovery Residences services policies and procedures.
2. Recruit, hire, train and maintain staff/volunteers/interns personally and professionally qualified and culturally/linguistically competent; and appropriately licensed and/or certified for all services rendered, if necessary, and/or required by regulations and/or standards.
3. All staff/volunteers/interns providing services where adult clients with child(ren) reside shall have the required criminal record review and clearance.
4. Staff/volunteers/interns shall have regular periodic training that covers:
  - a. Emergency Procedures
  - b. Individual and Agency Emergency Preparedness
  - c. Emotional Responses to Emergency
  - d. Utility Shut-Off Procedures
  - e. Fire Suppression and Proper Use of Fire Extinguishers.
5. All staff/volunteers/interns shall be trained or shall have experience which provides knowledge of the skills required in the following areas, as appropriate to the job assigned, and as evidenced by safe and effective job performance:
  - a. Housekeeping and sanitation principles
  - b. Principles of communicable disease prevention and control
  - c. Recognition of early signs of illness and the need for professional assistance
  - d. Availability of community services and resources
  - e. Recognition of individuals under the influence of alcohol and/or drugs.
  - f. Co-Occurring disorders and the close association these ailments have with substance use disorders and how co-occurring disorders and resulting symptomology can contribute to increasing a client's susceptibility to relapse.
6. Contractor shall maintain a drug-free work environment. Staff/volunteers/interns shall be drug tested prior to hire. Drug test results shall be negative for illegal drug use. Results shall be maintained in the personnel file. Proposer(s) shall include a signed release by the staff member/volunteer/intern, per the Health Insurance Portability and Accountability Act (HIPAA) that allows for drug testing information to be kept in the personnel file.
7. All staff/volunteers/interns shall be in good health:
 

As defined by and verified as indicated in the Department Health Care Services, California Code of Regulations (CCR), Title 9, Division 4, Chapter 5 guidelines – section 10564) ([http://www.dhcs.ca.gov/formsandpubs/forms/Forms/SUDCD/DHCS\\_5051%20\(jul13\).pdf](http://www.dhcs.ca.gov/formsandpubs/forms/Forms/SUDCD/DHCS_5051%20(jul13).pdf))
8. Recovery Residences services clients shall not be used as substitutes for required staff.
9. Contractor shall either adopt the DBH Code of Conduct or develop its own Code of Conduct which shall include but not be limited to: standards related to substance use, staff/volunteer/intern/client relationships, prohibition of sexual conduct with clients and conflict of interest.

- a. If Contractor elects to develop its own Code of Conduct, such document shall be reviewed and approved, in writing, by DBH
  - b. Contractor shall distribute to all staff/volunteers/interns, subcontractors, and members of the Board of Directors a copy of the Code of Conduct. Contractor shall document that such persons have annually received, read, understand and will abide by said Code of Conduct, which shall become a record in their personnel file.
- 10. In order to effectively serve the clients of the County of San Bernardino, Contractor shall have the ability to address the most recent threshold languages of the County, whether by implementation of best practice, by having bilingual staff, or as a secondary process by utilizing formal interpreter services. Contractor shall have the ability to refer other Limited English Proficiency (LEP) consumers to appropriate providers in the area.
- 11. Develop, maintain and implement an ongoing training program which shall include but not be limited to participation in County sponsored and other cultural competency training for all staff/volunteers/interns in addition to specific training related to their duties. Staff/volunteer/intern participation in training shall be documented and kept in the personnel file for three (3) years.
- 12. Contractor shall have a separate and appropriate written policy and procedures section regarding the utilization of volunteers/interns in the services provided and standards they must follow and this shall be incorporated into the written Personnel Policy and Procedures Manual.
- 13. The written Personnel Policy and Procedures Manual shall contain the following for all staff/volunteers/interns, at minimum:
  - a. Recruitment Procedures
  - b. Screening and Selection Procedures
  - c. Training and Orientation Process
  - d. Personnel File Documentation Requirements
  - e. Duties and Assignments (Job Description)
  - f. Supervision and Evaluation Responsibilities
  - g. Protection of Confidentiality Procedures.
- 14. Maintain complete personnel files for all staff/volunteers/interns.
- 15. Personnel files contain confidential information and shall be stored appropriately. They shall be made available to DBH staff in any review and/or audit.
- 16. Staff responsible to enter data timely into the HMIS must complete HMIS training prior to submitting reporting data.

#### **J. RECOVERY RESIDENCES METHODOLOGY**

- 1. The methodology employed by Contractor shall be approved by the DBH Director (or designee). Any deviations from these service provisions require the prior approval of the DBH Director (or designee).
- 2. Contractor shall encourage and afford clients every opportunity to participate in self-help recovery groups of their choice.
- 3. Clients shall be provided the opportunity for participation in planned recreational activities on a voluntary basis.
- 4. Each client will be provided a copy of the Contractor's Code of Conduct and it shall be displayed in an area accessible and conspicuous to all clients and staff.

5. Contractor will collaborate with other stakeholders involved with the client's recovery, which may include, but are not limited to: client's family, Court Personnel, Probation Officers, Parole Agents, Social Services Caseworkers, DBH-SUDRS Program Coordinator and outpatient clinic staff, as necessary. A completed release of information for each stakeholder, signed by the client, shall be kept in the client's information file.
6. Clients shall participate in monthly resident council meetings, facilitated by the House Manager.
7. Contractor shall notify DBH-SUDRS Program Manager/designee either immediately (if during business hours) or no later than the following business day of any suspected violation(s) of program criteria by clients.

#### **K. CLIENT INFORMATION FILE**

Client Information file shall contain, at minimum, but not be limited to:

1. Personal Data Form: which contains Biographical personal data that provides an identification profile, length of sobriety, prior recovery experience, admission date and emergency contact information.
2. House Rules: signed by the client.
3. Prescription medication guidelines and storage of prescribed medications.
4. Client Rent Assessment and Calculation Worksheets.
5. Residential (landlord/tenant) Agreement which includes information on how and when rent will be paid and the amount to be paid: signed by the client.
6. Criteria for Termination: signed by the client.
7. Copy of the County DBH Notice of Substance Use Disorder and Recovery Services Grievance and Complaint Procedures notating it was provided to client at admission to services.
8. Valid Referral: from the appropriate referring agency, if applicable.
9. Release of Confidential Information: as many as necessary for each stakeholder.
10. Mandatory Drug Testing Protocol Agreement: signed by the client.
11. Job Search Logs, if client is job searching.
12. Perinatal Only: Verification of Client's on-going participation in their Perinatal Treatment program.
13. Evidence of clients' safety training for the facility and the clients' role in keeping the facility safe.

Copies of documents signed shall be provided to the client for future reference if needed.

#### **L. RECOVERY RESIDENCES SERVICES ADMISSION CRITERIA**

1. Clients shall have the ability to become part of a harmonious home environment, taking into consideration the needs of the individual clients and the characteristics of the existing clients in residence.
2. Clients shall be a person in recovery and identified as a member of the continuum of care population.
3. Clients, including those who have completed a residential treatment program, shall be engaged in SUD treatment or recovery services, off site, at all times for the duration of their Recovery Residence stay.

4. Perinatal clients must be enrolled in a Perinatal Treatment program and maintain attendance in that program for the duration of their Recovery Residence stay.
5. Clients shall be able to provide for their own personal care, including taking prescribed medications following the prescription medication guidelines and storage of prescribed medications, and caring for their children.
6. Outpatient and Intensive Outpatient Treatment clients shall be assessed at the time of admission to treatment services where individualized treatment services will be determined. Necessary supportive services may also be identified to assist the client in achieving sustainable recovery. Recovery Residences is one of the supportive services that can be identified and a referral submitted to SUDRS Administration for an outpatient treatment client.
7. Clients shall not display any acts of violence, or intentions to harm themselves or others.
8. Clients shall start working towards obtaining a GED, if necessary, within sixty (60) days of entry into the Recovery Residences program.
9. Clients shall begin attending vocational training or another job readiness activity, as needed, within sixty (60) days of entry into the Recovery Residences program.

#### **M. RECOVERY RESIDENCES TERMINATION CRITERIA**

Criteria for client termination from the program shall include, but not be limited to:

1. Violation of the Relapse Policy. In such an instance Proposer must collaborate with current treatment provider to determine the client's possible need for a higher level of care and assist in a transition if necessary.
2. Violence, threats of violence, or aggressive and oppositional behaviors
3. Drug-related misdemeanor or felony offenses occurring after entry into the Recovery Residences program
4. Noncompliance with DBH-SUDRS program requirements, including on-going SUD treatment, recovery services, self-help meetings, mandatory random drug screens, and case management services.
5. Violation of Resident Agreement (landlord/tenant agreement)
6. Possession of a weapon.

**All termination criteria must be clearly defined in the Contractor's written procedures.**

#### **N. RENT ASSESSMENT AND COLLECTION**

Contractor shall assess the client's income at the time of admission to services. The assessment shall be documented on a rental assessment and calculation worksheet and this will become part of the client information file.

1. If the client has no source of income at the time of admission to the program, Contractor shall complete the Client rental assessment and calculation worksheets to reflect the client has no income and the client shall have 60 calendar days to obtain employment or an alternative source of income (i.e., CalWORKs, SSI, etc.) before they shall begin to pay rent.
2. If the client has a source of income at the time of admission to the program, Contractor shall complete the client rental assessment and calculation worksheets to assess rent to be paid and utilize the following guidelines and the client shall begin paying rent at the time of admission.
3. Contractor shall charge a client rent subject to the following guidelines:
  - a. The client's share of rent does not exceed 40% of the client's Adjusted Monthly Income

- b. The client's share of the rent is further reduced by a maximum utility allowance of fifty-five (\$55) dollars if utilities are charged separately from the charge for rent. If utilities are included in rental cost, the utility allowance is not applied. (Note: This reduction must be clearly defined and shown in the rental assessment and calculation worksheet.)

A rental assessment and calculation worksheet shall be completed even if the client has no income. If the client has a change of income, a new rental assessment and calculation worksheet shall be completed. The assessment must clearly define the total rent, the client's assessment of income, the client's share of rent to be paid, and any remaining "share of cost" to be incurred by the client.

- 4. Contractor shall have the option to utilize the rent paid by the client to either:
  - a. Off-set costs and charges to the County and shall be deducted from the monthly fee charged to DBH

**Or**

  - b. Develop a program to assist clients upon their departure from services such as:  
 Developing a trust fund for the client, so when they leave services those funds can be utilized to pay the costs of the clients moving into their own residence only (Security deposits, first/last month's rent, etc.)  
  
 Each of these options requires written procedures and comprehensive documentation for an audit trail.

## **O. PROGRAM CONSIDERATION**

- 1. Information Technology and Data Reporting:
  - a. Contractor shall maintain technology that facilitates the collection, maintenance and reporting of data necessary to comply with the DBH data requirements.
  - b. Contractor shall maintain at least one (1) computer with Internet capability. Data and related required reports and forms shall be submitted electronically to SUDRS-Administration.
  - c. Contractor shall maintain the capability of transmitting and receiving information through electronic mail (e-mail).
  - d. Contractor shall provide a census (resident log) of Recovery Residence clients by the tenth (10th) working day of the month following the report month. DBH may require other reports and/or documentation as deemed necessary.
- 2. Audits or Reviews:
  - a. Contractor shall conduct internal reviews and evaluations at least once every fiscal year as it relates to the Program Requirements (Scope of Work). Results of the review and any plans for correction shall be available for review by DBH.
  - b. Contractor shall give their full cooperation in any auditing or reviews conducted by any authorized agency(ies), and/or DBH Staff.
  - c. Contractor shall maintain all Client Rent Calculation Worksheets and records concerning rent collection, to ensure a proper audit trail.
  - d. Contractor shall maintain a log or other acceptable auditing device for groceries and/or grocery cards that have been supplied to clients in the Recovery Residences program for audit purposes.

---END OF ADDENDUM---



## ATTACHMENT IV

### Campaign Contribution Disclosure (SB 1439)

#### **DEFINITIONS**

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

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

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

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

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

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

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

| Company Name | Relationship |
|--------------|--------------|
|              |              |
|              |              |

6. Name of agent(s) of Contractor:

| Company Name | Agent(s) | Date Agent Retained<br>(if less than 12 months prior) |
|--------------|----------|-------------------------------------------------------|
|              |          |                                                       |
|              |          |                                                       |

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): |
|--------------|-------------------|----------------------------|
|              |                   |                            |
|              |                   |                            |

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 |
|--------------|--------------------|
|              |                    |

|  |  |
|--|--|
|  |  |
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|  |  |

9. Was a campaign contribution, of more than \$250, 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 ☐ If **no**, please skip Question No. 10.
- Yes ☐ If **yes**, please continue to complete this form.

10. Name of Board of Supervisor Member or other County elected officer: \_\_\_\_\_

Name of Contributor: \_\_\_\_\_

Date(s) of Contribution(s): \_\_\_\_\_

Amount(s): \_\_\_\_\_

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

By signing the Contract, Contractor certifies that the statements made herein are true and correct. Contractor understands that the individuals and entities listed in Question Nos. 1-8 are prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or other County elected officer while award of this Contract is being considered and for 12 months after a final decision by the County.