

COUNTY OF MARIN



DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES

REQUEST FOR PROPOSALS (RFP)

Recovery Coach/Case Manager

RFP-HHS-2019-15

DATE ISSUED:

September 14, 2020

DEADLINE FOR SUBMISSIONS:

October 7, 2020 (3:00pm)

The County of Marin Health and Human Services Department does not discriminate on the basis of sex, race, color, religion, age, sexual orientation, disability, marital status, national origin, citizenship status, genetic information, gender identity and expression, AIDS/HIV, medical condition, political affiliation, military or veteran status, or status as a victim of domestic violence, assault, or stalking in employment or in its educational programs and activities. Auxiliary aids and services are available upon request to individuals with disabilities. Alternative formats will be made available upon request.

I. Background

The County of Marin **Department of Health and Human Services, Division of Behavioral Health and Recovery Services (BHRS)** is seeking applicants for the following:

- 1) One (1) full-time applicant to serve as a Recovery Coach for Marin County Medi-Cal and low-income uninsured beneficiaries with substance use disorders and co-occurring substance use and mental health disorders. This position will be responsible for providing services system-wide, including **coordinating with the BHRS Access Team and other Specialty Mental Health programs.**

Below is an overview of the project:

	Project #1
Position/Title	Recovery Coach
Number of FTE	1.0 FTE
Eligible Applicant	Individual
Required Certification	At least Registered or Certified Substance Use Counselor (see Eligible Bidders section)
Target Location/ Population	BHRS-wide (Marin Medi-Cal and Low Income Uninsured) with a focus on beneficiaries with a co-occurring substance use disorder and Serious Mental illness
Grant/Source of Funding	Drug/Medi-Cal Organized Delivery System and Medication Assisted Treatment (MAT) Grant
Project Term	Upon Award – June 30, 2023 (projected)

II. Recovery Coach/Case Manager Scope of Work

The purpose of the Recovery Coach/Case Manager is to:

- Help individuals gain access to needed resources, services, or supports that will help them achieve recovery from their substance use disorder and other co-occurring issues;
- Identify, evaluate, inventory and collaborate with public and private community agencies to assist clients with referrals and linkages to these services;
- Work in collaboration with system partners as needed to report on progress, participate in making decisions pertinent to the terms of conditions of probation, and coordinate care.
- Ensure that clients are supported through the criminal justice (as applicable) and therapeutic processes in order to:
 - Increase the likelihood of retention in co-occurring treatment and long-term success;
 - Collect on an ongoing basis information on client and system-level outcomes;
 - Ensure that clients are referred and provided a “warm hand off” to ancillary and recovery support services in order to provide an integrated, coordinated and comprehensive treatment experience.
- The **Recovery Coach** position requires alcohol and drug counselor registration/certification, performs clinical duties, and is expected to adhere to specific documentation requirements and receives clinical supervision.

A summary of the key duties are outlined below:

Case Management: Service to assist beneficiaries in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management can be face-to-face or over the telephone and shall be consistent with and shall not violate confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and other federal and California law. The components of case management include:

- Comprehensive assessment and periodic reassessment of individual needs to determine the need for the continuation of case management;
- Transition to a higher or lower level of SUD care;
- Development and periodic revision of a client plan that includes service activities;
- Communication, coordination, referral, and related activities;
- Monitoring service delivery to ensure beneficiary access to service and the service delivery system;
- Monitoring the beneficiary's progress; and
- Patient advocacy, linkages to physical and mental health care, transportation, and retention in primary care services.

Recovery Services: Medically necessary recovery services are provided after completing a course of treatment and may be provided face-to-face or by telephone with the beneficiary and may be provided anywhere in the community. The components of Recovery Services are:

- Outpatient counseling services in the form of individual or group counseling to stabilize the beneficiary and then reassess if the beneficiary needs further care;
- Recovery Monitoring: Recovery coaching, monitoring via telephone and internet;
- Substance Abuse Assistance: Peer-to-peer services and relapse prevention;
- Education and Job Skills: Linkages to life skills, employment services, job training, and education services;
- Family Support: Linkages to childcare, parent education, child development support services, family/marriage education;
- Support Groups: Linkages to self-help and support, spiritual and faith-based support; and
- Ancillary Services: Linkages to housing assistance, transportation, case management, individual services coordination.

III. Eligible Bidders

An **individual** legally entitled to do business in the State of California and **at least two years of demonstrated experience** in performing the activities outlined in the “Background and Scope of Work” sections of the RFP and able to comply with the “Requirements and Expectations for Contractors”.

Applicants shall also be a Licensed Practitioner of the Healing Arts (LPHA) providing services within their scope of practice – OR—registered or certified Alcohol and Drug Counselor in good standing from a DHCS-accredited certifying body and must adhere to all requirements in the CCR, Title 9, Chapter 8.

III. Available Funds and Rates

BHRS has a standardized rate schedule for Recovery Coaches/Case Managers as outlined

below. Note that the hourly rate is all-inclusive, including travel, cell phone, supplies, equipment and any indirect costs. A 1.0 FTE is equivalent to 2,080 hours.

Year	Recovery Coach (AOD Registered)	Recovery Coach (AOD Certified)
Year 1	\$40.00/hour	\$48.00/hour

- Annual rate increases are dependent on available funding and may follow cost of living adjustment guidelines utilized by the County.
- Bilingual differential – if the contracted service requires bilingual skills in a specific second language on a regular basis during the course of the contractor’s workday, there is a 7.5% differential.

For all projects, annual renewals are dependent upon the demonstration of progress in achieving measurable results to the County’s satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding. The County reserves the right to: increase or decrease the contract amount, fund the proposed service in whole or in part, and terminate or extend the program/contract based on funding availability.

IV. Requirements and Expectations for Grantees

A. Summary of Contract Terms, Conditions and Requirements

All applicants responding to this RFP will be required to comply with any and all Federal, State and local laws and regulations: including, but not limited to the County of Marin Nuclear Free Zone; Living Wage Ordinance; Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data; Title 42 of the Code of Federal Regulations; the Federal Health Insurance Portability and Accountability Act (HIPAA); Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; all applicable labor laws including prevailing wage rates; and the terms and conditions of the County of Marin’s Standard Professional Services Contract (as well as all future changes or amendments to each of the preceding). The County’s Standard Professional Services Contract, attached hereto as Attachment B, contains specific provisions including, but not limited to, nondiscrimination in hiring and in the provision of services, program evaluation, record keeping, payments, limitations and obligations, conflict of interest, indemnification and insurance, assignment, and HIPAA. By submitting a Proposal, the applicant agrees to be bound by all terms and conditions of the County’s Standard Professional Services, attached hereto as Attachment B, and execute the same, if selected.

B. Insurance

The County requires that all contractors carry \$1,000,000 in liability insurance (\$2,000,000 aggregate). The County must be named as additional insured, and specific language must be included on the signed endorsement to the policy. The required insurance coverage requirements includes automobile insurance and is described in the County of Marin’s Standard Professional Services Contract, attached hereto as Attachment B. ***It is strongly suggested***

that applying entities be certain of the ability to secure this insurance and verification prior to submitting an Application.

C. Administrative and Legal Requirements

1. Contractors will be paid on a monthly basis, following the submission of an invoice to the Marin County Department of Health and Human Services for services performed to County's satisfaction. Specific instructions on how to submit claims and appropriate access will be provided to grantees upon award of a contract. Services will be reimbursed according to a fee for service model for contracted services provided on the monthly invoices, not to exceed the total contract amount. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors. Expenses that exceed the annual allocation will not be reimbursed.
2. This RFP and any resulting agreement, contract, and purchase order shall be governed by all applicable federal, state and local laws, codes, ordinances and regulations, including but not limited to, those promulgated by CAL-OSHA, FED-OSHA, EPA, EEOC, DFEH, the California State Department of Health Services, and the County of Marin. All matters and subsequent contract shall be governed by, and in accordance with, the substantive and procedural laws of the State of California. The applicant agrees that all disputes arising out of or in connection with the Professional Services Contract and the procurement process shall be construed in accordance with the laws of the State of California and that the venue shall be in Marin County, California.
3. Nuclear Free Zone: The County is a nuclear free zone, in which work on nuclear weapons or the storage or transportations of weapons-related components and nuclear material is prohibited or appropriately restricted. The County is prohibited or restricted from contracting for services or products with, or investing County funds in, any nuclear weapons contractor.
4. Non-Appropriations: The County's performance arising from this RFP process is contingent upon the availability of funds. Should funds not be appropriated or otherwise made available to the County, any contract entered into pursuant to this RFP will be terminated with respect to any payments for which such funds are not available.
5. Applicant must be legally authorized to conduct business in the State of California and have established administrative and program resources to provide services in Marin County. The applicant must also have appropriate federal, state and local permits or certifications necessary to perform the services that are the subject of this RFP.
6. Prior to executing a contract, the applicant (and any subcontractors/partners) must be able to provide the following written policies and procedures that comply with and are otherwise acceptable to the federal, state and local statutes, laws, regulations, and ordinances:
 - a. Conflict of interest policy for staff and governing boards.
 - b. Grievance procedure for customers and clients.
 - c. Does not discriminate against nor deny employment or services to any person on the grounds of race, color, religion, sex, national origin, age, disability, citizenship, political affiliation or belief.
 - d. Complies with the 1990 ADA.
7. Applicants must have proven fiscal capacity including capacity for fund accounting.

8. Applicants must have access to non-County funds sufficient to cover any disallowed costs that may be identified through the audit process.
9. Applicants must agree that state, federal, and local monitors or auditors may review provider facilities and relevant financial and performance records to ensure compliance with funding requirements.
10. Applicants must be eligible to receive Federal funds.
11. Applicants must have the demonstrated ability to collect outcome data, which measure performance to plan.
12. If applicable, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later.
13. Contractor shall comply with applicable local, State and Federal statutes and regulations, and case law, including but not limited to the Federal Health Insurance Portability and Accountability Act (HIPAA), Title 42 of the Code of Federal Regulations, Title 9, California Administrative Code, hereinafter referred to as "Code", as well as all future changes or amendments to each of the preceding, and the State of California, Department of Health Care Services, Cost Reporting/Data Collection System.
14. Contractor agrees to administer/utilize any and all survey instruments as directed by the County Department of Health and Human Services, including outcomes and satisfaction measurements. Contractors must also comply with all reporting requirements set forth by the Department of Health and Human Services and the State Department of Health Care Services, including, but not limited to, completion of cost reports, annual provider self-audits and site visits.
15. Cultural Competency: All program staff shall receive at least four hours of in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

Applicants who do not meet these minimum requirements may be deemed non-responsive and may not receive further consideration. Any application that is rejected as non-responsive will not be evaluated and no score will be assigned.

D. Tentative Time Schedule

All applicants are hereby advised of the following schedule and will be expected to adhere to the applicant- related deadlines below:

RFP Advertised	September 14, 2020
RFP Released to Prospective Applicants	September 14, 2020
Question/Answer Period Opens	September 14, 2020
Question/Answer Period Closes	September 28, 2020 (3:00pm)
RFP Answers Posted	By September 30, 2020
RFP Due	October 7, 2020 (3:00pm)
Applicant Review & Interviews (if applicable)	Mid/Late October 2020
Posting of Notice of Intent to Award	Late October/Early November 2020
Contract Start Date*	December 2020

*Contract start date is contingent upon the approval of the Board of Supervisors and is subject to change.

IV. Application Instructions

In responding to the RFP (the submission is hereinafter referred to as “Application” or “Letter(s) of Interest”), use the outline as it appears below and label your responses accordingly. If the total number of pages exceeds the parameters stated below, the additional pages will be discarded and will not be reviewed by the Application Review Committee. A non-response will result in disqualification of the Application. Ensure that all applicable fields are completed and that the cover page is signed.

A. Cover Page (1 Page Limit – See Attachment A)

Complete and sign the attached Cover Letter of Interest (Attachment A) to the County of Marin for the provision of Recovery Coach/Case Manager Services. Include (1) Legal Name of Individual Submitting Letter of Interest, (2) Address, (3) Telephone Number, (4) Email Address, and (5) License/Certification Number and Expiration Date. Note that in completing and signing this form, the applicant is submitting agreement to the following: “The costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.”

B. Applicant Capability (Three Page Limit)

- I. Describe your experience performing recovery coaching and care management duties for persons who have multiple and co-occurring conditions (e.g. substance use, mental health, trauma, primary care and other related issues), including but not limited to: linking clients with recovery support services, following-up with clients at set intervals to assess progress and re-engage them if necessary, and tracking clients through multiple service systems to facilitate coordinated and integrated service delivery. In your response, be sure to include the duration of experience, populations served, and evidence-based practices used.
- II. Describe your knowledge of and experience in collaborating with community-based service partners, including making or receiving referrals from community-based service partners or organizations, such as Health and Human Services’ Divisions, criminal

justice systems, mental health system of care, and other relevant agencies and organizations. In your response, include the duration of said experience and specific examples of working relationships that you will bring to the project target populations identified in the RFP.

- III. This independent contractor position requires documenting in an electronic health record for the majority of client charting. Describe your experience and level of expertise, if any, with documentation standards and charting in an electronic health record.
- IV. This independent contractor position requires the applicant to be available, as needed, during some weekend and evening hours. While some of this availability need only be by telephone, there are occasions when the applicant will need to meet with clients in person to adequately address the needs of the clientele. Please discuss your availability or restrictions to availability in meeting this requirement.

VI. Application Submission Requirements

A. General Policies

1. The County assumes no obligation for any of the costs associated with responding to this RFP including, but not limited to, development, preparation and submission of applications.
2. This RFP is in no way an agreement, obligation, or contract between County and any applicant.
3. The applications will become the property of the County upon submission and may be subject to the terms of the California Public Records Act ("PRA"), as required by law.
4. By submitting an application, applicants acknowledge and agree as follows: that the County is a public agency subject to the disclosure requirements of the PRA; that applicants must clearly identify all proprietary information that is contained in the application submitted to the County, if applicant claims that such information falls within one or more PRA exemptions; that applicants must mark said proprietary information as "CONFIDENTIAL AND PROPRIETARY" and must identify the specific lines containing the information; that the County will make reasonable efforts to provide notice to the applicants prior to such disclosure in the event of a PRA request; that applicants are required to obtain a protective order, injunctive relief, or other appropriate remedy from the Marin County Superior Court, before the County's deadline for responding to the PRA request; that if an applicant fails to obtain such remedy within County's deadline for responding to the PRA request, County may disclose the requested information without penalty or liability; and that applicants shall defend, indemnify, and hold County harmless against any claims, action, or litigation, including but not limited to all judgments, costs, fees, and attorneys fees that may result from denial by County of a PRA request for information arising from any representation or any action (or inaction), by the applicants.
5. After submission of the application and closing of the application period, no information other than what is outlined in this RFP will be released, until an award becomes final.
6. The County reserves the right to make an award without further discussion of the applications received. Therefore, it is important that the application be submitted initially on the most favorable terms from both a technical and cost standpoint.
7. While it is the intention to award the contract to one applicant, the County reserves the right to split the award in any manner deemed most advantageous to the County. The County also reserves the right to increase or decrease the award amount.

8. In an effort to reach a decision concerning the most qualified applicant, the County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.
9. The County reserves the sole right to interpret, change or terminate any provision of the RFP at any time prior to the submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP. The County also reserves the right to accept and reject any or all of the RFP, cancel the RFP in whole or in part, or terminate the process and elect to operate by other means.
10. An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services ("HHS") or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisions award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract.
11. An application may be **immediately** rejected and disqualified for any of the following reasons:
 - a. The application is not received at the time and place specified in the RFP;
 - b. The application does not adhere to the required material elements of format and guidelines or substantive requirements set forth in this RFP;
 - c. Evidence indicates that the applicant, applicant's staff or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County BRHS staff or members of the selection review committee.

B. Submission Deadline and Format

Proposals must be received at the following location or by e-mail at the following e-mail address by **3:00pm on October 7, 2020**. No verbal proposals will be considered. Due to COVID, electronic submission is preferred. Submit applications to:

Hard Copy Application Submission Address (One Original and Three Copies):

**Catherine Condon, County Alcohol & Drug Administrator
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
10 North San Pedro Road, Suite 1015, San Rafael, CA 94903**

If you are submitting hard copy applications, please notify Cynthia Nisbet at the email listed below. Office hours are limited so notification is important to ensure the applications are received in a timely manner.

Electronic Copy Application Submission E-Mail Address (One Original):

CNisbet@marincounty.org

1. Proposals may not be faxed. Proposals must be received by the date and time recited above. Post marks or delivery service marks will not be accepted and it is up to the applicant to ensure that the application was received by the date and time recited above. Proposals, modifications, or corrections, received after the deadline specified will not be considered, except if such modifications or corrections were at the County's request.
2. Only Applications submitted in the format described within this RFP will be considered. Applications must be submitted on standard 8-1/2" x 11", plain white paper, typed, single- spaced, in no less than 12-point typeface, with 1" margins and pages numbered consecutively. Designer or hard covers are not permitted and will be removed from

Applications prior to their being shared with the review committee. Hard copy Applications shall be fastened in the top left-hand corner with a metal staple, clasp, or other type of fastener. Electronic submissions shall be in .pdf format.

3. An Application may be rejected if incomplete, if it contains any alterations of form, or if it contains other irregularities of sufficient magnitude or quantity to warrant a finding of being substantially non-compliant.
4. The County may in its discretion accept or reject in whole or in part any or all Applications, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in an Application. The County's waiver of an immaterial defect shall in no way modify the Application requirements or excuse the applicant grantee from full compliance with the objective if awarded the contract.

C. Contact between Applicant and County

1. **County staff contact:** During the period from issuance of this RFP and the award of the contract to a successful applicant, contact regarding the specific subject of this RFP between potential or actual applicant and County staff is restricted under the terms of this section. Except as otherwise expressly authorized in this RFP, neither applicant nor County staff shall discuss, question or answer questions, or provide or solicit information, opinion, interpretation, or advocate or lobby regarding this RFP. A documented instance of such contact by an actual or potential applicant shall be grounds for disqualification from the process. County staff shall be defined as any County employees, agents or contractors involved in or connected with this RFP process.
2. **Questions regarding the RFP:** To maintain a fair and impartial process, all questions regarding this RFP must be submitted in writing via the County's website and contain a contact name and address. The final date and time to submit questions in writing is **3:00pm on September 28, 2020**. All questions and responses will be available on the County's website on or before **September 30, 2020**. No telephone consultation will be provided. **Questions must be submitted via the County website at <https://www.marinhhs.org/requests-proposals-or-statements-interest-rfp>**

VI. Application Review and Selection Process

A. Application Review and Selection

Staff from BHRS will conduct an initial technical review to ensure that the format requirements outlined in this RFP have been fulfilled. If any of the material format or substantive requirements is missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will be submitted to an Application review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in mental health services, alcohol and other drug program services, representatives from other county departments, representatives from local advisory boards, and/or any other individuals that Health and Human Services deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors, and no committee member may apply or assist others in applying for this contract.

The purpose of the evaluation is to determine which applicants demonstrate the skills, expertise and experience to successfully perform the tasks specified in the RFP. Each committee member will read and score each application using a standardized scoring

instrument. The scoring instrument will reflect the requirements of the RFP.

An applicant may not be recommended for funding, regardless of the merits of the application submitted, if it has a history of contract non-compliance with the requirements of Marin County Department of Health and Human Services (“HHS”) or other funding source or poor past or current contract performance with any HHS or other funding source. The applicant may be given a provisional award with the stipulation that special terms and conditions regarding the areas of concern will be a part of the contract. The committee will make an award recommendation to the BHRS Division Director, who will make the final recommendation to the Marin County Board of Supervisors.

Prior to making an award, the County may choose to conduct interviews with applicants. The purpose of the interviews would be to ask follow-up questions that may arise from the review committee and collect any additional information not gleaned from the Applications. The County may also request additional information necessary to determine the applicant’s financial stability, ability to perform on schedule or willingness to incorporate additional features in the application, and any other relevant information necessary to make the award.

Once a decision is made, a Notice of Intent to Award will be mailed to all applicants evaluated by the committee.

B. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County’s Standard Professional Services Contract. At that time, the selected provider and the County may discuss adjustments to the budget and the scope of work. No other provisions of the County’s Standard Professional Services Contract will be negotiated. Refer to Attachment B for a copy of the County’s Standard Professional Services Contract.

The applicant grantee awarded a contract under this bid process will be required to adhere to the reporting requirements set forth by BHRS, as well as to provide any additional data needed to satisfy other County, state or federal reporting requirements.

For the duration of the contract period, annual contract renewals are contingent upon the demonstration of progress in achieving measurable results to the County’s satisfaction and compliance with all contract requirements, as well as the continued availability of contract project funding.

Award of a contract under this process does not preclude the County from conducting another RFP process for these services at a future date.

C. Appeal

Should an applicant not accept the decision in the Notice of Intent to Award, the following appeal process may be exercised.

The appellant applicant must file a Notice of Intent to Appeal with the County Office that issued the RFP. Certified or registered mail must be used to file the Notice of Intent to Appeal. No other method of delivery will be accepted. The Notice of Intent to Appeal must be received at the address stated below no later than ten working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

**Catherine Condon, County Alcohol & Drug Administrator
Marin County Department of Health and Human Services
Behavioral Health and Recovery Services
20 North San Pedro Road, Suite 2021, San Rafael, CA 94903**

The Notice of Intent to appeal must include a full and complete written statement specifying the grounds for the appeal. Areas subject to appeal are: appeal from disqualification; appeal from rejection notice; appeal from award to another applicant; or appeal challenging the validity of the process. The appeal should identify the appealing party, be in writing, refer to the specific RFP sections and pertinent documents, and state the relief requested.

The notice will be forwarded, through the appropriate administrative channels, to the Director of the Marin County Department of Health and Human Services, or designee. The Department Director or designee may review the original RFP Application(s), the public notice, the Request for Application document, and the scoring instruments of the Application review committee, and any other document deemed appropriate. The decision of the Department Director or designee shall be final.

ATTACHMENT A

**MARIN COUNTY DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF BEHAVIORAL HEALTH AND RECOVERY SERVICES**

Recovery Coach/Care Manager

RFP-HHS-2019-15

Date:

Legal Applicant:

Name:
Address:
Telephone:
Fax:
E-mail:

For Individual Applicants:

License/Certification Number: _____ **/ Date of Expiration:** _____

Certifications

I certify that to the best of my knowledge the information contained in this Application is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I understand that final funding for any service is based upon funding levels and the approval of the Marin County Board of Supervisors. The applicant also attests the costs of the proposed project can be carried by the applicant for at least 90 days at any point during the term of the contract.

Signature:
Name:
Title:

Date:

For County Use Only

Date Received:

Time Received:

Marin County BHRS Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B

**COUNTY OF MARIN
PROFESSIONAL SERVICES CONTRACT
2015 - Edition 1**

THIS CONTRACT is made and entered into this _____ day of _____, 20_____, by and between the COUNTY OF MARIN, hereinafter referred to as "County" and _____, hereinafter referred to as "Contractor."

RECITALS:

WHEREAS, County desires to retain a person or firm to provide the following service: _____ ; and

WHEREAS, Contractor warrants that it is qualified and competent to render the aforesaid services;

NOW, THEREFORE, for and in consideration of the Contract made, and the payments to be made by County, the parties agree to the following:

1. SCOPE OF SERVICES:

Contractor agrees to provide all of the services described in **Exhibit A** attached hereto and by this reference made a part hereof.

2. FURNISHED SERVICES:

The County agrees to:

- A. Guarantee access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
- B. Make available all pertinent data and records for review.
- C. Provide general bid and Contract forms and special provisions format when needed.

3. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as **Exhibit B** and by this reference incorporated herein. Said fees shall remain in effect for the entire term of the Contract. Contractor shall provide County with his/her/its Federal Tax I.D. number prior to submitting the first invoice.

4. MAXIMUM COST TO COUNTY:

In no event will the cost to County for the services to be provided herein exceed the maximum sum of \$ _____ including direct non-salary expenses. As set forth in section 14 of this Contract, should the funding source for this Contract be reduced, Contractor agrees that this maximum cost to County may be amended by written notice from County to reflect that reduction.

5. TIME OF CONTRACT:

This Contract shall commence on _____, and shall terminate on _____. Certificate(s) of Insurance must be current on day Contract commences and if scheduled to lapse prior to termination date, must be automatically updated before final payment may be made to Contractor. The final invoice must be submitted within 30 days of completion of the stated scope of services.

6. INSURANCE:

Commercial General Liability:

The Contractor shall maintain a commercial general liability insurance policy in the amount of \$1,000,000 (\$2,000,000 aggregate). The County shall be named as an additional insured on the commercial general liability policy.

Commercial Automobile Liability:

Where the services to be provided under this Contract involve or require the use of any type of vehicle by Contractor, Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability, in the amount of \$1,000,000.00.

Workers' Compensation:

The Contractor acknowledges the State of California requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code. If Contractor has employees, a copy of the certificate evidencing such insurance, a letter of self-insurance, or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

Errors and Omissions, Professional Liability or Malpractice Insurance.

Contractor may be required to carry errors and omissions, professional liability or malpractice insurance.

All policies shall remain in force through the life of this Contract and shall be payable on a "per occurrence" basis unless County specifically consents to a "claims made" basis. The insurer shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Contract be cancelled or non-renewed, it is the Contractor's duty to notify the County immediately upon receipt of the notice of cancellation or non-renewal.

If Contractor does not carry a required insurance coverage and/or does not meet the required limits, the coverage limits and deductibles shall be set forth on a waiver, **Exhibit C**, attached hereto.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of this Contract. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

7. ANTI DISCRIMINATION AND ANTI HARASSMENT:

Contractor and/or any subcontractor shall not unlawfully discriminate against or harass any individual including, but not limited to, any employee or volunteer of the County of Marin based on race, color, religion, nationality, sex, sexual orientation, age or condition of disability. Contractor and/or any subcontractor understands and agrees that Contractor and/or any subcontractor is bound by and will comply with the anti discrimination and anti harassment mandates of all Federal, State and local statutes, regulations and ordinances including, but not limited to, County of Marin Personnel Management Regulation (PMR) 21.

8. SUBCONTRACTING:

The Contractor shall not subcontract nor assign any portion of the work required by this Contract without prior written approval of the County except for any subcontract work identified herein. If Contractor hires a subcontractor under this Contract, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Contract and shall require subcontractor to name Contractor and County of Marin as an additional insured under this Contract for general liability. It shall be Contractor's responsibility to collect and maintain current evidence of insurance provided by its subcontractors and shall forward to the County evidence of same.

9. ASSIGNMENT:

The rights, responsibilities and duties under this Contract are personal to the Contractor and may not be transferred or assigned without the express prior written consent of the County.

10. LICENSING AND PERMITS:

The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.

11. BOOKS OF RECORD AND AUDIT PROVISION:

Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids, all income and all expenditures. The books and records shall be original entry books with a general ledger itemizing all debits and credits for the work on this Contract. In addition, Contractor shall maintain detailed payroll records including all subsistence, travel and field expenses, and canceled checks, receipts and invoices for all items. These documents and records shall be retained for at least five years from the completion of this Contract. Contractor will permit County to audit all books, accounts or records relating to this Contract or all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within a maximum of fifteen (15) days upon receipt of written notice from County. Contractor shall refund any monies erroneously charged.

12. WORK PRODUCT/PRE-EXISTING WORK PRODUCT OF CONTRACTOR:

Any and all work product resulting from this Contract is commissioned by the County of Marin as a work for hire. The County of Marin shall be considered, for all purposes, the author of the work product and shall have all rights of authorship to the work, including, but not limited to, the exclusive right to use, publish, reproduce, copy and make derivative use of, the work product or otherwise grant others limited rights to use the work product.

To the extent Contractor incorporates into the work product any pre-existing work product owned by Contractor, Contractor hereby acknowledges and agrees that ownership of such work product shall be transferred to the County of Marin.

13. TERMINATION:

- A. If the Contractor fails to provide in any manner the services required under this Contract or otherwise fails to comply with the terms of this Contract or violates any ordinance, regulation or other law which applies to its performance herein, the County may terminate this Contract by giving five (5) calendar days written notice to the party involved.
- B. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
- C. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other parties. Notice of termination shall be by written notice to the other parties and be sent by registered mail.
- D. In the event of termination not the fault of the Contractor, the Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract so long as proof of required insurance is provided for the periods covered in the Contract or Amendment(s).

14. APPROPRIATIONS:

The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Marin County Board of Supervisors, the State of California or other third party. Should the funds not be appropriated County may terminate this Contract with respect to those payments for which such funds are not appropriated. County will give Contractor thirty (30) days' written notice of such termination. All obligations of County to make payments after the termination date will cease.

Where the funding source for this Contract is contingent upon an annual appropriation or grant from the Marin County Board of Supervisors, the State of California or other third party, County's performance and obligation to pay under this Contract is limited by the availability of those funds. Should the funding source for this Contract be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in section 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performance of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent Contractor and not as officers, employees or agents of the County. Contractor shall be solely responsible to pay all required taxes, including but not limited to, all withholding social security, and workers' compensation.

16. AMENDMENT:

This Contract may be amended or modified only by written Contract of all parties.

17. ASSIGNMENT OF PERSONNEL:

The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with substantially equal or better qualifications and experience are provided, acceptable to County, as is evidenced in writing.

18. JURISDICTION AND VENUE:

This Contract shall be construed in accordance with the laws of the State of California and the parties hereto agree that venue shall be in Marin County, California.

19. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold County, its employees, officers, and agents, harmless from any and all liabilities including, but not limited to, litigation costs and attorney's fees arising from any and all claims and losses to anyone who may be injured or damaged by reason of Contractor's negligence, recklessness or willful misconduct in the performance of this Contract.

20. COMPLIANCE WITH APPLICABLE LAWS:

The Contractor shall comply with any and all Federal, State and local laws and resolutions: including, but not limited to the County of Marin Nuclear Free Zone, Living Wage Ordinance, and Board of Supervisors Resolution #2005-97 prohibiting the off-shoring of professional services involving employee/retiree medical and financial data affecting services covered by this Contract. Copies of any of the above-referenced local laws and resolutions may be secured from the Contract Manager referenced in section 21. In addition, the following NOTICES may apply:

- 1. Pursuant to California Franchise Tax Board regulations, County will automatically withhold 7% from all payments made to vendors who are non-residents of California.**
- 2. Contractor agrees to meet all applicable program access and physical accessibility requirements under State and Federal laws as may apply to services, programs or activities for the benefit of the public.**
- 3. For Contracts involving any State or Federal grant funds, Exhibit D must be attached. Exhibit D shall consist of the printout results obtained by search of the System for Award Management at www.sam.gov.**

Exhibit D - Debarment Certification

By signing and submitting this Contract, the Contractor is agreeing to abide by the debarment requirements as set out below.

- The certification in this clause is a material representation of fact relied upon by County.
- The Contractor shall provide immediate written notice to County if at any time the Contractor learns that its certification was erroneous or has become erroneous by reason of changed circumstances.
- Contractor certifies that none of its principals, affiliates, agents, representatives or contractors are excluded, disqualified or ineligible for the award of contracts by any Federal agency and Contractor further certifies to the best of its knowledge and belief, that it and its principals:
 - Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal Department or Agency;

- Have not been convicted within the preceding three-years of any of the offenses listed in 2 CFR 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
 - Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or Local) with commission of any of the offenses listed in 2 CFR 180.800(a);
 - Have not had one or more public transactions (Federal, State, or Local) terminated within the preceding three-years for cause or default.
- The Contractor agrees by signing this Contract that it will not knowingly enter into any subcontract or covered transaction with a person who is proposed for debarment, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.
 - Any subcontractor will provide a debarment certification that includes the debarment clause as noted in preceding bullets above, without modification.

21. NOTICES:

This Contract shall be managed and administered on County's behalf by the Department Contract Manager named below. All invoices shall be submitted and approved by this Department and all notices shall be given to County at the following location:

Contract Manager: _____

Dept./Location: _____

Telephone No.: _____

Notices shall be given to Contractor at the following address:

Contractor: _____

Address: _____

Telephone No.: _____

22. ACKNOWLEDGEMENT OF EXHIBITS

Check applicable Exhibits

CONTRACTOR'S INITIALS

<u>EXHIBIT A.</u>	<input type="checkbox"/> Scope of Services	
<u>EXHIBIT B.</u>	<input type="checkbox"/> Fees and Payment	
<u>EXHIBIT C.</u>	<input type="checkbox"/> Insurance Reduction/Waiver	
<u>EXHIBIT D.</u>	<input type="checkbox"/> Contractor's Debarment Certification	
<u>EXHIBIT E.</u>	<input type="checkbox"/> Subcontractor's Debarment Certification	
<u>OTHER REQUIRED EXHIBITS (HHS USE ONLY)</u>	<input type="checkbox"/> Exhibit I - Alcohol, Drug & Tobacco Prgms.	
	<input type="checkbox"/> Exhibit M - Business Associate Agreement	
	<input type="checkbox"/>	

IN WITNESS WHEREOF, the parties have executed this Contract on the date first above written.

CONTRACTOR:

By: _____

Name: _____

Title: _____

APPROVED BY

COUNTY OF MARIN:

By: _____

=====

COUNTY COUNSEL REVIEW AND APPROVAL (required if template content has been modified)

County Counsel: _____ **Date:** _____

EXHIBIT I

Substance Use Disorder Service Programs

1. Services

Services and work provided by Contractor at the County's request under this Agreement will be performed in a timely manner, and in accordance with applicable federal and state statutes and regulations, including, but not limited to, sections 96.126, 96.127, 96.128, 96.131 and 96.132, and all references therefrom, of the Alcohol, Drug Abuse, and Mental Health Administration (ADAMHA) Reauthorization Act, Public Law 106-310, the State of California Alcohol and/or Other Drug Program Certification Standards (2017 version), Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8; Drug Medi-Cal Certification Standards for Substance Abuse Clinics; Title 22, CCR, Section 51341.1.; Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; 42 CFR Part 438 Managed Care, the Hatch Act (Title 5 USC, Sections 1501-1508) and any and all guidelines promulgated by the State Department of Health Care Services' (DHCS) Alcohol and Drug Programs and the Marin County Department of Health and Human Services to serve special populations and groups, as applicable; County laws, ordinances, regulations and resolutions; and in a manner in accordance with the standards and obligations of Contractor's profession. Contractor shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Contractor's obligations. The County shall maintain copies of above-mentioned statutes, regulations, and guidelines for Contractor's use. Copies of Substance Use Disorder Service Programs Policies and Procedures can be found on the Marin County Behavioral Health and Recovery Services (BHRS) website at: www.MarinHHS.org/policies-procedures. Contractor shall adhere to the applicable provisions of the Multi-Year State-County Contract referenced below in their entirety.

1.1 Counselor Certification: Any registered or certified counselor 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 certified as defined in Title 9, CCR, Division 4, Chapter 8. [State-County Contract, Exhibit A, Attachment I, Part I]

1.2 Re-Certification Events: Contractor shall notify DHCS and the County Alcohol and Drug Administrator 60 days prior to the desired effective date of the reduction of Medi-Cal covered services or relocation, , in addition to applicable federal, state and local regulations and policies of any triggering recertification events, such as change in ownership, change in scope of services, remodeling of facility, or change in location. [State-County Contract, Exhibit A, Attachment I; MHSUS-ADP-18]

1.3 Cultural and Linguistic Proficiency: To ensure access to quality care by diverse populations, each service provider receiving funds from the State-County Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Services (CLAS) national standards (2016 version). The Contractor shall participate in the County's efforts to promote the delivery of services in a culturally competent manner to all beneficiaries, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity [State-County Contract, Exhibit A, Attachment I, Part I; MHSUS-ADP-05; 42 CFR 438.206(c)(2)]

1.4 Perinatal Services Network Guidelines: Perinatal programs shall comply with the Perinatal Services Network Guidelines FY 2016-17 until such time new Perinatal Services Network Guidelines are established and adopted. [State-County Contract, Exhibit A, Attachment I, Part IV; MHSUS-ADP-10]

1.5 Charitable Choice Requirements: Contractors shall not use funds provided through this contract for inherently religious activities, such as worship, religious instruction, or proselytization. Contractors that are religious organizations shall establish a referral process to a reasonably accessible program for clients who may object to the religious nature of the Contractor's program and contractors shall be required to notify clients of their rights prohibiting discrimination and to be referred to another program if they object to the religious nature of the program at intake. Referrals that were made due to the religious nature of the Contractor's program shall be submitted annually to the County Alcohol and Drug Administrator by June 30 for referrals made during the fiscal year. [State-County Contract, Exhibit A, Attachment I, Part III; MHSUS-ADP-03]

1.6 Trafficking Victims Protection Act of 2000: Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)). The County is authorized to terminate the contract, without penalty, if the Contractor: (a) Engages in severe forms of trafficking in persons during the period of time that the award is in effect; (b) Procures a commercial sex act during the period of time that the award is in effect; or (c) Uses forced labor in the performance of the award or subawards under the award. [State-County Contract, Exhibit A, Attachment I, Part I; MHSUS-ADP-19]

1.7 Access to Drug/Medi-Cal Services: When a request for non-urgent covered services is made by a beneficiary, services shall be initiated within three business days for Opioid Treatment Programs and within 10 business days for other substance use services of the Contractor's receipt of the request. When a request for urgent covered services is made by a beneficiary, services shall be initiated within 48 hours of the Contractor's receipt of the request. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments. Contractor shall also have hours of operation during which services are provided to Medi-Cal beneficiaries that are no less than the hours of operation during which the provider offers services to non-Medi-Cal beneficiaries [State-County Intergovernmental Agreement, Exhibit A, Attachment I, Part V; State-County Intergovernmental Agreement, Exhibit A, Attachment I; MHSUS-ADP-18; BHRS-46]

1.8 Contractors that are Drug/Medi-Cal certified shall also comply with the applicable 42 CFR 438 Managed Care requirements and Drug/Medi-Cal Organized Delivery System Special Terms and Conditions (DMC-ODS STCs), including, but not limited to the following [State-County Intergovernmental Agreement, Exhibit A, Attachment I]:

1.8.1 Culturally Competent Services: Contractors are responsible to provide culturally competent services. Contractors must ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations. Contractor shall make oral interpretation services in all non-English languages, including use of auxiliary aids such as TTY/TDA and American Sign Language, available at no cost to the beneficiary. Contractor shall submit language line utilization data using the template provided by BHRS detailing monthly use of interpretation services for beneficiaries' face-to-face encounters and telephonic service encounter. Contractor shall make written translation available in prevalent languages. [State-County Intergovernmental Agreement, Exhibit A, Attachment I; 42 CFR 438]

1.8.2 Medication Assisted Treatment: Contractors will have procedures for linkage/integration for beneficiaries requiring medication assisted treatment. Contractor staff will regularly communicate with physicians of beneficiaries who are prescribed these medications unless the beneficiary refuses to consent to a 42 CFR, Part 2 compliant release of information for this purpose. Beneficiaries shall not be denied access to services based on their use of or need for prescribed Medication Assisted Treatment for substance use disorders.

1.8.3 Evidence-Based Practices (EBPs): Contractors will implement and assess fidelity to at least two of the following EBPs per service modality: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment and Psycho-Education.

1.8.4 Beneficiary Informational Materials: Contractor shall make available at initial contact, and shall notify beneficiaries of their right to request and obtain the following information at least once a year and thereafter upon request: DMC-ODS Beneficiary Booklet and Provider Directory. Contractor shall also post notices explaining grievance, appeal and expedited appeal processes in all program sites, as well as make available forms and self-addressed envelopes to file grievances, appeals and expedited appeals without having to make a verbal or written request to anyone. The County will produce required beneficiary informational materials in English and Spanish, and in alternative formats as requested. Contractor shall request materials from the County, as needed.

1.8.5 Notice of Adverse Benefit Determination (NOABD): Contractor shall immediately notify BHRS of any action that may require a NOABD be issued to a beneficiary, including, but not limited to: failing to provide the beneficiary with an initial face-to-face assessment appointment within three business days of the request for Opioid Treatment Programs or 10 business days of the request for all other substance use services; or determining that a beneficiary does not meet medical necessity for any substance use disorder treatment services. [BHRS-33]

1.8.6 Verifying Medi-Cal Eligibility: Contractor shall verify the Medi-Cal eligibility of each beneficiary for each month of service prior to billing for Drug/Medi-Cal services to that beneficiary for that month. Medi-Cal eligibility verification should be performed prior to rendering service, in accordance with and as described in the DHCS's DMC Provider Billing Manual. [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.8.7 American Society of Addiction Medicine (ASAM) Criteria: Contractor shall be trained in the ASAM Criteria prior to providing services. At a minimum, providers and staff conducting assessments are required to complete the two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care". [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.8.8 Practice Guidelines: Contractor shall comply with and disseminate the Practice Guidelines to all affected staff and, upon request, to beneficiaries and potential beneficiaries. Practice Guidelines are can be accessed at www.MarinHHS.org/BHRS. [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

1.9 No Unlawful Use or Unlawful Use Messages Regarding Drugs: Contractor 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 Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements. [State County Contract, Exhibit A, Attachment I, Part I]

1.10 Restriction on Distribution of Sterile Needles: No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. [State County Contract, Exhibit A, Attachment I, Part I]

1.11 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). [State-County Contract, Exhibit A, Attachment I]

2. Program Evaluation

2.1 Formal evaluation of the program shall be made annually through a Provider Self-Audit and on-site visit. This evaluation shall result in a written report to the Contractor within fifteen (15) working days of the site visit. Any report that results from a site visit shall be submitted to the Contractor within fifteen (15) working days. Contractor shall submit a written response within the timeframe outlined in the site visit report, and such response shall be part of the official written report provided for in this section.

2.2 Contractor shall meet the requirements of and participate in the management information system of BHRS, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the County Alcohol and Drug Administrator for program and research requirements.

2.3 Contractor shall notify the County Alcohol and Drug Administrator within two business days of receipt of any DHCS report identifying non-compliance services or processes requiring a Corrective Action Plan (CAP).

Contractor shall submit the CAP to DHCS with the designated timeframe specified by DHCS and shall concurrently send a copy to the County Alcohol and Drug Administrator.

3. Audits and Record Retention

3.1 Contractor and the County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health & Safety Code and Federal Regulations for Confidentiality of Substance Use Disorder Patient Records (42 CFR Part 2, dated January 3, 2018), the federal Health Insurance Portability and Accountability Act (HIPAA) and all other applicable State and Federal laws and any amendments. Contractor shall inform all its officers, employees, and agents of the confidentiality provisions of said regulations, and provide all necessary policies and procedures and training to ensure compliance. Contractor shall ensure staff participate in information privacy and security training at least annually, and prior to accessing protected health information (hereinafter PHI) or personal information (hereinafter PI), sign a confidentiality statement that includes, at a minimum, General use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be renewed annually and shall be retained for a period of six (6) years following termination of this contract. [State-County Contract, Exhibit F, Attachment I]

3.2 Where contracts exceed \$10,000 of state funding – the Contractor shall be subject to examination and audit of the Department of Auditor General for a period of three (3) years after final payment under contract (Government Code § 8546.7).

3.3 For Substance Abuse Prevention and Treatment Block Grant (SABG) funded services, Contractor agrees to maintain and preserve, until three years after termination of the SABG State-County Contract and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this contract and to allow interviews of any employees who might reasonably have information related to such records.

3.4 Contractor shall allow the County, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and subcontractors', performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time, and to allow interviews of any employee who might reasonably have information related to such records. Contractor shall allow such Inspection, evaluation and audit of Contractor's documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit of investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including exhaustion of all legal remedies, whichever is later. [42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii)]

3.5 Contractor, if applicable, shall maintain medical records and other records showing a Medi-Cal beneficiary's eligibility for services, the service(s) rendered, the Medi-Cal beneficiary to whom the service was rendered, the date of the services, the medical necessity of the service and the quality of care provided. Records shall be maintained in accordance with Title 22 California Code of Regulations, W & I Code, Section 14214.1 and 42 CFR 433.32.

3.6 Contractor shall retain, as applicable, the following information: beneficiary grievance and appeal records in 42 CFR 438.416 and the data, information and documentation specified in 42 CFR 438.604, 438.606, 438.608 and 438.610 for a period of no less than 10 years. [State-County Intergovernmental Agreement, Exhibit A, Attachment I]

3.7 Contractor is responsible for the repayment of all audit exceptions and disallowances taken by local, State and Federal agencies, related to activities conducted by Contractor under the Agreement. All overpayments shall be returned to the County within 60 calendar days after the date on which the overpayment was identified, or the date any corresponding cost report is due, if applicable. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State via the County. [State-County Intergovernmental Agreement, Exhibit B]

3.8 Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. Fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with the procedures and accounting principles set forth in the State Department of Health Care Services' Cost Reporting/Data Collection Systems.

3.9 If Contractor uses electronic medical records, the Contractor agrees to use a system that is consistent with privacy and information security requirements pertaining to technical security controls, audit controls and business continuity/disaster recovery controls outlined in the State-County Contract Exhibit F. If Contractor does not use electronic medical records, the Contractor agrees to adhere to paper document controls outlined in the State-County Contract, Exhibit F and BHRS Policy and Procedure BHRS-SUS-06.

3.10 If Contractor uses electronic medical records, the Contractor agrees to submit staff updates, including changes in roles or new or separated staff, to the Marin WITS Administrator within the timeframes outlined in the BHRS Policy and Procedure BHRS-SUS-08. The notification shall include submission of the Marin WITS Electronic Signature Agreement and Marin WITS User Request/Change Form, as applicable. If a user suspects that their electronic signature may be comprised, Contractor shall notify the Marin WITS Administrator within the timeframes outlined in the BHRS Policy and Procedure BHRS-SUS-08.

3.11 Contractors funded with SABG dollars for primary prevention services are required to adhere to the Primary Prevention Substance Use Disorder Data Service quality standards as outlined in the State-County SABG Contract. Exhibit A, Attachment I.

4. Unusual Occurrence and Incident Reporting

4.1 Contractor shall report unusual occurrences to the County of Marin Substance Use Services' Program Manager or designee. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including but not limited to physical injury and death.

4.2 Unusual occurrences are to be reported to the County within five (5) calendar days of the event or as soon as possible after becoming aware of the unusual event. Reports are to include the following elements:

4.2.1 Complete written description of event including outcome;

4.2.2 Written report of Contractor's investigation and conclusions;

4.2.3 List of persons directly involved and/or with direct knowledge of the event.

4.3 The County and DHCS retain the right to independently investigate unusual occurrences and Contractor will cooperate in the conduct of such independent investigations.

4.4 Residential substance use treatment facilities licensed by DHCS shall also comply with reporting unusual incidents as outlined in Title 9 CCR, Chapter 5, Subchapter 3, Article 1. Contractor shall notify the County Alcohol and Drug Administrator concurrently, which is a telephonic report within one (1) working day of the event, followed by a copy of the written report submitted to DHCS within seven (7) days of the event.

5. Applicable Fee(s)

5.1 Contractor shall charge participant fees. No one shall be denied services based solely on ability or inability to pay.

5.2 Contractor shall perform eligibility and financial determinations in accordance with a fee schedule approved by the County Alcohol and Drug Administrator for this purpose. Individual income, expenses, and number of dependents shall be considered in formulating the fee schedule and in its utilization.

5.3 Contractor agrees to have on file with the County a schedule of Contractor's published charges, if applicable.

5.4 Contractor shall conduct community-centered fundraising activities, as appropriate.

6. Non-Discrimination

6.1 Contractor shall develop and implement policies and procedures that ensure: non-discrimination in the provision of services based on a diagnosis of Acquired Immune Deficiency Syndrome (AIDS) or AIDS-related Complex (ARC), or upon testing positive for Human Immunodeficiency Virus (HIV); the prohibition of the use of HIV antibody testing as a screening criterion for program participation; training of all staff and all participants regarding high-risk behaviors, safer sex practices, and perinatal transmission of HIV infection; and development of procedures for addressing the special needs and problems of those individuals who test positive for antibodies to HIV. No individual shall be required to disclose his or her HIV status.

6.2 The contractor and/or any permitted sub-contractor shall not discriminate in the provision of services because of race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, age, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal law, such as 42 CFR, Part 438.3(d)(3) and (4) and state law. For the purpose of this contract, distinctions on the grounds of race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, age, health status or need for health care services, or mental or physical disability include but are not limited to the following: denying a Medi-Cal beneficiary any service or benefit which is different, or is provided in a different way manner or at a different time from that provided to other beneficiaries under this contract; subjecting a beneficiary to segregation or separate treatment in any matter related to receipt of any service; restricting a beneficiary in any way in the enjoyment, advantage or privilege enjoyed by others receiving a service or benefit; treating a beneficiary differently from others in determining whether the beneficiary satisfied any admission, eligibility, other requirement or condition which individuals must meet in order to be provided any benefit; the assignment of times or places for the provision of services.

6.3 The Contractor shall take affirmative action to ensure that services to intended Medi-Cal beneficiaries are provided without regard to race, color, religion, marital status, national origin, sex, sexual orientation, gender identity, health status or need for health care services, age or mental or physical disability. Contractor shall not unlawfully discriminate against any person pursuant to Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972 (regarding education and programs and activities), the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, and the Americans with Disabilities Act.

6.4 Contractor shall develop and implement policies and procedures that ensure non-discrimination in access to or the provision of services because of the prescribed use of or need for Medication Assisted Treatment for substance use disorders.

7. Required Program Submissions

7.1 Contractor agrees to maintain, and provide to County upon request, job descriptions, including minimum qualifications for employment and duties performed, for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement.

7.2 Contractor agrees to maintain, and to provide to County upon request, an organizational chart that reflects the Contractor's current operating structure.

7.3 Contractor shall maintain, and provide to County upon request, the complaint procedure to be utilized in the event that there is a complaint regarding services provided under this Agreement. Contractor shall ensure that recipients of service under this Agreement have access to and are informed of Contractor's complaint procedure.

7.4 Upon Contractor's completion of services under this Agreement to County's satisfaction, payment to Contractor shall be made monthly in accordance with the procedures set forth in Exhibit B. All billings and reports shall clearly reflect and in reasonable detail give information regarding the services for which the claim is being made. It is understood and agreed that County may withhold payment until receipt of billings and reports in the prescribed detail

and format. Billings and reports shall be made and forwarded to County of Marin Health & Human Services Division of BHRS promptly at the end of each calendar month; no later than the 10th day of the month following the month in which the services, for which billing is made, were rendered. Payments received after that date may result in a delay in payment until the next monthly billing cycle. The payment for the month of September may be withheld pending receipt of the preceding year's Cost Report on continuing services contracts.

7.5 Contractor shall provide County with an annual Cost Report no later than sixty (60) days after the termination of this agreement. In addition to the annual Cost Report, Contractor shall furnish County, within one hundred and eighty (180) days of close of contractor fiscal year, a certified copy of an Audit Report from an independent CPA firm. This Audit Report shall cover Contractor's fiscal year which most nearly coincides with County's fiscal year. Contractors receiving federal funds shall comply with Office of Management and Budget (OMB) Circular Number A-133, Uniform administrative Requirements for Grants and Other Agreements with Institutions of Higher Education, Hospitals, and other Nonprofit Organizations. Cost Report settlements shall be made when a proper Cost Report has been submitted to the County. The findings of the annual Cost Report shall be subject to an audit by County and State. The State of California may make such audits as it deems necessary for the purpose of determining reimbursement due to the County.

7.6 Contractor will have written contractual agreements in place with all approved subcontractors that defines the services to be provided by the subcontractors and is consistent with and fully reflects the services and conditions described in this contract. Such MOUs will be made available to County within a reasonable time upon request.

7.7 Contractor will report all data and outcomes, such as CalOMS and DATAR, as required by state or county and as required by the State-County Contract.

8. Contractor's Compliance with Privacy and Security Provisions of State Contract

8.1 The County receives funding from DHCS pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of PI and/or PHI and requires that County contractually obligate any of its sub-contractors to also comply with these requirements. Contractor hereby agrees to be bound by, and comply with, any and all terms and conditions of the State Contract pertaining to the privacy and/or security of PI and/or PHI. This include ensuring that all workstations, laptops and removable media devices that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 256bit or higher. A hard copy of the State-County Contract will be provided to the Contractor upon request, and an electronic copy can be found on the BHRS website at www.MarinHHS.org/BHRS.

8.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of personally identifiable information (hereinafter PII) and/or PHI, Contractor shall, immediately upon discovery of a suspected or actual breach of privacy and/or security of PII and/or PHI by Contractor, notify the County of Marin, Health and Human Services Compliance Program of such breach by telephone and email or facsimile (contact details below). Contractor further agrees that it shall notify County of any such breaches prior to the time the County is required to notify the State pursuant to the State Contract.

Marin County Health and Human Services (HHS) Compliance Program

Phone: 415-473-6948

Email: HHSCompliance@marincounty.org

Fax: 415-532-2627

8.3 In the event the State Contract requires the County to pay any costs associated with a breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification, Contractor shall pay on County's behalf any and all such costs arising out of a breach of privacy and/or security of PII and/or PHI by Contractor.

8.4 Contractor shall maintain personnel controls to protect PHI or PI, including, but not limited to ensuring all workforce members accessing or disclosing PHI or PI: complete information privacy and security training at least annually; sign a confidentiality statement prior to accessing PHI or PI and annually thereafter; and performing a

background check and evaluating the results to assure that there is no indication of a risk to the security or integrity of confidential data. Records shall be retained pursuant to the State-County Contract, Exhibit F.

9. Compliance with Anti-Kickback Statute

Contractor shall comply with the provisions of the "Anti-Kickback Statute" (42 U.S.C. § 1320a-7b) as they pertain to Federal healthcare programs.

10. Davis-Bacon Act

Contractor must comply with the provisions of the Davis-Bacon Act, as amended (40 U.S.C. § 3141 et seq.). When required by Federal Medicaid Program legislation, all construction contracts awarded by the Contractor and its subcontractors of more than \$2,000 must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141 et seq.) as supplemented by Department of Labor regulations (Title 29, CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction").

11. Conditions for Federal Financial Participation

11.1 Contractor shall meet all conditions for Federal Financial Participation, consistent with 42 CFR 438.802, 42 CFR 438.804, 42 CFR 438.806, 42 CFR 438.808, 42 CFR 438.810, 42 CFR 438.812.

11.2 Pursuant to 42 CFR 438.808, Federal Financial Participation (FFP) is not available to the Contractor if the Contractor:

- 11.2.1 Is an entity that could be excluded under section 1128(b)(8) as being controlled by a sanctioned individual;
- 11.2.2 Is an entity that has a substantial contractual relationship as defined in section 431.55(h)(3), either directly or indirectly, with an individual convicted of certain crimes described in section 1128(8)(B); or
- 11.2.3 Is an entity that employs or contracts, directly or indirectly, for the furnishing of health care utilization review, medical social work, or administrative services, with one of the following:
 - i. Any individual or entity excluded from participation in federal health care programs under section 1128 or section 1126A; or
 - ii. An entity that would provide those services through an excluded individual or entity.

12. Certification of Non-Exclusion or Suspension from Participation in Federal Health Care Program

12.1 Federal and State Excluded, Suspension and Debarment List: The County and the Contractor shall comply with the provisions of Title 42 § 438.610 and Executive Orders 12549 and 12689, "Debarment and Suspension," which excludes parties listed on the General Services Administration (GSA) list of parties excluded from federal procurement or non-procurement programs from having a relationship with the County or Contractor.

12.2 Prior to the effective date of this Contract, Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act. Failure to so certify will render all provisions of this Contract null and void and may result in the immediate termination of the Contract.

12.3 Contractor shall certify, prior to the execution of the contract, that the Contractor does not employ staff or sub-contractors who are excluded from participation in federally funded health care programs. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

- 12.3.1 www.oig.hhs.gov/exclusions - LEIE Federal Exclusions
- 12.3.2 www.sam.gov/portal/SAM - GSA Exclusions Extract
- 12.3.3 www.Medi-Cal.ca.gov – Suspended & Ineligible Provider List

12.4 Contractor shall certify, prior to the execution of the contract that the Contractor does not employ staff or sub-contractors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or sub-contractors, and provide evidence of these completed searches when requested by County, CA Department of Health Care Services or the US Department of Health & Human Services.

12.4.1 <https://www.ssdmf.com/> - Social Security Death Master File

12.5 Contractor is required to notify County immediately if they become aware of any information that may indicate their (including employees and subcontractors) potential placement on an exclusions list.

12.6 If a Contractor finds a provider that is excluded, it must promptly notify the DMC-ODS as per 42CFR §438.608(a)(2), (4). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery.

12.7 Contractor and its subcontractors shall not knowingly have a relationship with: a) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549; or b) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 CFR 2.101, of a person described in paragraph (a)(1) of this section; or c) An individual or entity that is excluded from participation in any Federal Health Care Program under section 1128 or 1128A of the Act. Relationships are defined as: 1) A director, officer, or partner of the Contractor; b) a subcontractor, as governed by 42 CFR 438.230; c) a person with beneficial ownership of five percent or more of the Contractor's equity; or d) a network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Agreement . [42 CFR 438.610]

12.8 DMC-ODS Contractors shall have a Medical Director who, prior to the delivery of services, has enrolled with DHCS under applicable state regulations, has been screened in accordance with 42 CFR 455.450(a) as a "limited" categorical risk within a year prior to serving as a Medical Director under this contract, and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

13. Credentialing and Re-Credentialing

13.1 Contractor shall ensure that all staff and subcontractors providing services will have all necessary and valid professional certification(s) or license(s) to practice the contracted services. This includes implementing procedures of professional license checks, credentialing and re-credentialing, monitoring limitations and expiration of licenses, and ensuring that all providers have a current National Provider Identifier (NPI) through the National Plan and Provider Enumeration System (NPPES). Contractor shall provide evidence of these completed verifications when requested by County, DHCS or the US Department of Health & Human Services.

13.2 Contractors must follow the uniform process for credentialing and re-credentialing of network providers established by BHRS and pursuant to Title 42 CFR, Part 438.214. The contractor, at minimum, must verify and document specified items listed on the credentialing and re-credentialing procedure for all of its providers through a primary source and must verify and document all the specified items on the credentialing and re-credentialing procedure through a non-primary source.

13.3 Upon request, contracted agencies/individuals must demonstrate to BHRS that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waived, and/or certified.

13.4 Contractors must ensure that all of their network providers, delivering covered services, sign and date an attestation statement provided by BHRS in which each provider attests to the following:

13.4.1 Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

13.4.2 A history of loss of license or felony convictions;

13.4.3 A history of loss or limitation of privileges or disciplinary activity;

13.4.4 A lack of present illegal drug use; and

13.4.5 The application's accuracy and completeness

13.5 Contractor must file and keep track of attestation statements for all of their providers and must make those available to BHRS upon request at any time.

13.6 Contractors are required to verify and document at a minimum every three years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per BHRS' uniform process for credentialing and re-credentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

13.7 Contractors must ensure that they follow BHRS' uniform process for credentialing and re-credentialing, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

14. Additional Program Integrity Requirements

14.1 Contractor shall implement and maintain procedures designed to detect, prevent and report fraud, waste, and abuse of Federal or state health care funding (42 C.F.R §438.608 (a)(7). Contractor must report fraud and abuse information to the County pursuant to 42CFR §455.1(a)(1) which include:

14.1.1 Any potential fraud, waste, or abuse as per 42CFR §438.608(a), (a)(7),

14.1.2 All overpayments identified or recovered, specifying the overpayment due to potential fraud (42CFR §438.608(a), (a)(2),

14.1.3 Information about change in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary (42 CFR §438.608(a), (a)(3),

14.1.4 Information about a change in the provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor as per 42CFR §438.608(a), (a)(6).

14.2 The Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse that must include:

14.2.1 Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable Federal and state requirements.

14.2.2 A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the contract and who reports directly to the CEO and the Board of Directors.

14.2.3 A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.

14.2.4 A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract.

14.2.5 Effective lines of communication between the Compliance Officer and the organization's employees.

- 14.2.6 Enforcement of standards through well-publicized disciplinary guidelines.
- 14.2.7 The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the contract as per 42 CFR §438.608(a), (a)(1).

14.3 Contractor shall report to the County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud, immediately upon discovery and no later than 5 calendar days when it has identified payments in excess. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified, or the date any corresponding cost report is due, if applicable. (42 CFR 438.608, MHSUDS IN 19-034, Public Law 111-148)

14.4 Contractor shall implement written policies for that provide detailed information about the False Claims Act ("Act") and other Federal and State Laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

14.5 County may suspend payments to Contractor if the State Department of Health Care Services or County determine that there is a credible allegation of fraud in accordance with C.F.R §455.23 (C.F.R §438.608 (a)(8))

15. Clean Air and Water

15.1 This section is applicable only if the Contract exceeds \$100,000, or the Federal Contracting Officer, the State or County has determined that orders under an indefinite quantity contract in any one year will exceed \$100,000, or a facility to be used has been the subject of a conviction under the Clean Air Act [42 U.S.C. 7413 (c) (1)] or the Federal Water Pollution Control Act (33 U.S.C. 1319[c]) and is listed by EPA, or the contract is not otherwise exempt.

Contractor agrees as follows:

- 15.1.1 To comply with all the requirements of § 114 of the Clean Air Act, as amended (42 U.S.C. 7401 et seq.) and § 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) respectively relating to inspection monitoring, entry, reports, and information, as well as other requirements specified in § 114 and § 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the award of this Contract;
 - 15.1.2 No obligation required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this contract was executed unless and until the EPA eliminates the name of such facility or facilities from such listing;
 - 15.1.3 To use its best efforts to comply with clean air standards and clean water standards at the facility in which the services are being performed; and
 - 15.1.4 To insert the substance of the provisions of this Paragraph 3.0 into any written delegation.
- 15.2 The terms used in this section have the following meanings:
- 15.2.1 The term "Air Act" means the Clean Air Act, as amended (42 U.S.C. 7401 et seq.).
 - 15.2.2 The terms "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq.).
 - 15.2.3 The term "clean air standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other which are contained in, issued

under, or otherwise adopted pursuant to the Air Act or Executive Order 11738, an approved implementation procedure or plan under § 110(d) of the Clean Air Act [42 U.S.C. 7410 (a)] an approved implementation procedure or plan under § 111(c) [42 U.S.C.7411 (c)] or § 111(d) [42 U.S.C. 7411(d)] or an approved implementation procedure under § 112(d) of the Air Act [42 U.S.C. 7412(d)].

- 15.2.4 The terms "clean water standards" means any enforceable limitation, control, condition, prohibition, standard, or other requirement which is promulgated pursuant to the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a state under an approved program, as authorized by § 402 of the Water Act (33 U.S.C. 1342).
- 15.2.5 The term "compliance" in this section means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency or an air or water pollution control agency in accordance with the requirements of the Air Act or Water Act and regulations issued pursuant thereto.
- 15.2.6 The term "facility" means any building, plan, installation, structure, mine, vessel or other floating craft, location, or site of operations, owned, leased, or supervised by a Contractor or delegate, to be utilized in the performance of a contract of delegation. Where a location or site of operations contains or includes more than one building, plant, installation, or structure, the entire location or site shall be deemed to be a facility except where the Director, Office of Federal Activities, Environmental Protection Agency, determines that independent facilities are collected in one geographical area.