

COUNTY OF MARIN



DEPARTMENT OF HEALTH AND HUMAN SERVICES DIVISION OF ALCOHOL, DRUG AND TOBACCO PROGRAMS

REQUEST FOR PROPOSAL (RFP)

**For the Provision of Media Advocacy and Public Relations
Services for the Continuum of Alcohol, Tobacco and Other
Drug Services**

RFP-HHS-2010-09

DATE ISSUED:

September 17, 2010

DEADLINE FOR SUBMISSIONS:

3:00pm, October 13, 2010

Table of Contents

I.	Background	2
II.	Eligible Bidders	3
III.	Requirements and Expectations for Contractors	4
	A. Summary of Contract Terms, Conditions and Requirements	4
	B. Subcontracting	4
	C. Insurance	4
	D. Reimbursement and Reporting Requirements	4
	E. Tentative Time Schedule	5
IV.	General Project Description and Expectations	5
	A. Project Period	5
	B. Available Funding	5
	C. Project Design and Expectations	6
V.	Application Instructions	7
VI.	Application Submission Requirements	9
	A. General Policies	9
	B. Submission Deadline and Format	9
	C. Contact between Applicant and County	10
VII.	Application Review and Selection Process	11
	A. Application Review and Selection	11
	B. Interviews	11
	C. Post Award	11
	D. Appeal	12
	Attachment A – Cover Page	13
	Attachment B – Scope of Work Template	14
	Attachment C – Budget Instructions and Templates	15
	Attachment D – County of Marin Short Form Contract	17
	Attachment E – Division Policies, Procedures, Standards and Practices	30

REQUEST FOR PROPOSAL (RFP-HHS-2010-09)

MEDIA ADVOCACY AND PUBLIC RELATIONS SERVICES FOR THE CONTINUUM OF ALCOHOL, TOBACCO AND OTHER DRUG SERVICES

DATE ISSUED:

September 17, 2010

DEADLINE FOR SUBMISSIONS:

3:00pm, October 13, 2010

I. Background

The Marin County Department of Health and Human Services, Division of Alcohol, Drug and Tobacco Programs (ADTP) began a continuum of services strategic planning process in the spring of 2009. The process has engaged over 100 community partners to follow the "Strategic Planning Framework" to develop a strategic plan for alcohol, tobacco and other drug prevention, intervention, treatment and recovery support services for the period 2010-2015.

The current service delivery approach and service gaps, coupled with the direction of local, state and federal initiatives, necessitated that the Division engage in an evidence-based, community focused Strategic Planning process in order to:

- Move from an acute to a public health oriented chronic care service delivery model that ensures a comprehensive and integrated recovery-oriented continuum of services and bridges service gaps;
- Maximize current resources and position the County to leverage additional resources;
- Streamline service delivery to improve efficiencies and enhance client outcomes;
- Ensure a collaborative and integrated approach and work toward eliminating "silos" within service delivery;
- Move toward a more strategic, sustainable and evidence-based approach to service design and delivery; and
- Align with and influence local, statewide and federal initiatives related to the design and delivery of a comprehensive and integrated continuum of services.

Priority Areas for FY 2010/11 – FY 2014/15

During the Strategic Planning process, the following priority areas were identified as the key areas necessary to successfully implement a comprehensive and effective continuum of alcohol, tobacco and other drug services:

- **Impact Norms and Perceptions:** Impact how alcohol, tobacco and other drug use, abuse and addiction are viewed and addressed in Marin County.
- **Improve System Capacity and Infrastructure:** Improve the capacity of individuals, agencies and communities to address alcohol, tobacco and other drug issues, as well as develop the infrastructure necessary to provide a seamless and comprehensive continuum of services in Marin County.
- **Implement Effective Alcohol, Tobacco and Other Drug Services:** Implement evidence-based alcohol, tobacco and other drug prevention, intervention, treatment and recovery support services aligned with the needs and issues of the Marin County community.

Overarching Goals for FY 2010/11 – FY 2014/15

The Division of Alcohol, Drug and Tobacco Programs seeks to improve early access to and delivery of a comprehensive and effective continuum of prevention, intervention, treatment and recovery support services that:

- Ensure that substance use disorders are viewed as a health condition, rather than as a social problem
- Ensure that individuals with or at-risk of alcohol, tobacco or other drug problems are identified early, screened and referred for services as appropriate
- Coordinate, communicate and collaborate across departments, HHS Divisions and community partners to ensure the provision of comprehensive and integrated evidence-based services and strategies for clients and communities
- Leverage alternative resources to maximize the availability and diversity of available services
- Deliver services in a manner that is consistent with a continuum of care and chronic relapsing disease model and are tailored to specific client needs and considerations, such as economic, gender, age, language, sexual orientation, geographical, racial, cultural, legal and situational issues
- Support implementation of and consistent adherence to laws, policies, standards and practices that prevent and reduce alcohol, tobacco and other drug problems
- Collect and report data on the alcohol, tobacco and other drug system of care

Additional information about the Strategic Planning process can be viewed at <http://www.co.marin.ca.us/depts/HH/main/adt/programs-and-services/strategic.cfm>.

To achieve the goals outlined in the Strategic Plan, the Division of Alcohol, Drug and Tobacco Programs is re-allocating existing funding and issuing a series of Requests for Proposals (RFP).

This RFP is specifically designed to establish and implement **Media Advocacy and Public Relations Services** that may include paid, earned and social media. The purpose of the Media Advocacy and Public Relations activities are to:

- Advance Strategic Plan implementation activities; and
- Shift the perception of substance use disorders from being viewed as a social problem to recognition that it is a health condition

II. Eligible Bidders

Any individual, nonprofit or for-profit agency, joint venture, partnership or other group with the appropriate credentials/licenses and at least five (5) years of demonstrated experience in media advocacy and public relations is eligible to submit a proposal.

The Division of Alcohol, Drug and Tobacco Programs intends to fund **one (1) applicant to provide Media Advocacy and Public Relations** services. Should an applicant propose to collaborate or subcontract with another agency or individual legally entitled to do business in the State of California and possess the necessary licenses and/or certifications, the applicant must include a letter of commitment from the proposed entity(ies) and include the specific duties being proposed under the collaboration or subcontract. The subcontractor's activities must also be reflected in the Program Narrative and Scope of Work, and the contract amount reflected in the Budget documents.

III. Requirements and Expectations for Grantees

A. Summary of Contract Terms, Conditions and Requirements

The grantee shall be required to comply with Public Law 102-321 (1992) which enacted the Alcohol, Drug Abuse, and Mental Health Reorganization Act, 42 CFR Part 96; Division 10.5, California Health and Safety Code; Title 9, California Code of Regulations; Americans With Disabilities Act of 1990; this Request for Proposal RFP-HHS-2010-09; and the terms and conditions required by the original funding source for the programs/services described by this RFP; and the terms and conditions of the County of Marin's Standard Short Form Contract. The County's Standard Short Form Contract, attached hereto as Attachment D, 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 Short Form Contract.

B. Subcontracting

Should an applicant wish to subcontract a service after award of a contract, subcontracting will be allowable contingent on prior written approval from the Marin County ADTP. If your agency determines it necessary to subcontract, the following procedures must be followed:

1. A letter must be submitted to the Marin County ADTP detailing the subcontractor's services. A letter of commitment from the subcontractor must include a description of the agency and detail the services that will be provided by the subcontractor.
2. Following prior written approval by the Marin County ADTP, the lead agency must submit a copy of their contract with the subcontracted agency to the Marin County ADTP within ten (10) business days of the executed subcontract.
3. The proposed subcontractor is subject to and must comply with the same contract terms, conditions and requirements applicable to the applicant.

C. Insurance

The County requires that all contractors carry \$1,000,000 in liability insurance. 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 are described in the County of Marin's Standard Short Form Contract, attached hereto as Attachment D. ***It is strongly suggested that applying entities be certain of the ability to secure this insurance and verification prior to submitting a proposal.***

D. Reimbursement and Reporting Requirements

Contractors will be paid on a monthly basis, following the submission of an invoice to the Marin County ADTP for services performed to County's satisfaction. Specific instructions and invoice templates will be provided to grantees upon award of a contract. Consistent with Division policies and practices, all services will be reimbursed according to actual units of services provided on the monthly invoices. It is the responsibility of the contractor to track expenditures and any services provided by contractor and/or subcontractors that exceed the annual allocation will not be reimbursed.

Contracts must comply with all reporting requirements set forth by the State Department of Alcohol and Drug Programs and the Marin County ADTP, including, but not limited to, completion of cost reports, annual provider self-audits, and site visits.

E. 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 17-18
RFP Released to Prospective Applicants	September 17
RFP Questions Due	September 30
RFP Answers Posted	By October 4
Proposals Due	3:00pm - October 13
Evaluation and Scoring of Proposals	Week of October 18
Posting of Notice of Intent to Award	By October 25, 2010
Contract Start Date*	November 2010

* Contract start date is contingent on the meeting schedule of the Board of Supervisors.

IV. General Project Description and Expectations

A. Project Period

The contract award will be made on a competitive bid basis. The anticipated contract period is November 1, 2010 – June 30, 2015. The project period is five (5) years, however, annual renewals will be contingent upon the demonstration of progress in achieving measurable results to the County's satisfaction, compliance with the policies and procedures set forth by the Division of Alcohol, Drug and Tobacco Programs and the County of Marin, and the availability of funding.

B. Available Funding

A total of up to \$250,000 is available for the following years:

FY 2010-2011	\$50,000
FY 2011-2012	\$50,000
FY 2012-2013	\$50,000
FY 2013-2014	\$50,000
FY 2014-2015	\$50,000

C. Project Design and Expectations

The Media Advocacy and Public relations project will occur in three phases:

Phase I: Years 1-2 (Assessment/Planning/Education)

Goal: Build immediate awareness and provide educational information regarding the chronic nature of addiction, the impact of alcohol, tobacco and other drugs on communities, and benefits of increased access to prevention, intervention, treatment and recovery services (hereinafter referred to as “Services”), integration of Services and use of evidence-based strategies.

- **Develop baseline media measures** that include frequency and tone of existing media messages and perspectives held by specific populations (e.g. health professionals, elected officials) and the general public. Assessment activities may include focus groups, key information interviews, media analysis, etc.
- Assist ADT and contracted providers in **developing strategies and materials**, and disseminating information related to Strategic Plan activities

Phase II: Years 2-3 (Strategy Development/Education/Implementation)

Goal: Inspire and motivate key populations, including the general public, to get involved in Strategic Plan implementation activities and/or make referrals to the alcohol, tobacco and other drug prevention, intervention, treatment and recovery support service delivery system.

- **Develop a media advocacy strategy and plan** that engages participation of key expert sources and contracted providers. This applicant will also work with medical professionals, elected officials, contracted providers, and clients to deliver customized messages and information to the media and the public to motivate action on the strategies identified in the Strategic Plan
- **Train** adults and youth as key spokespersons for the media
- **Educate the media** on alcohol, tobacco and other drug issues, such as viewing substance use disorders as a health condition
- **Ensure coverage** of alcohol, tobacco and other drug issues and events through social media, press releases, communication with reporters and editors, Op-Eds or Letters to the Editor.

Phase III: Years 3-5 (Implementation/Norm Change/Evaluation)

Goal: Support contracted providers as they implement various evidence-based changes; demonstrate impact and improve outcomes of provider activity and media efforts; shift the public perception of substance use disorders.

- **Develop and implement a comprehensive, multi-year media campaign** which results in earned and social media (and limited paid media), and may include campaign activities on the chronic nature of addiction and/or and benefits of increased access to and integration of Services, and use of evidence-based strategies. These campaigns shall consist of messages about prevention, treatment and recovery services and reflect the strategies proposed in the Strategic Plan.
- **Monitor and Evaluate media campaign results** which demonstrate the changing perceptions of alcohol, tobacco and other drug use and addiction. This includes developing monitoring tools and regularly reporting to ADTP and contracted provider network on the successes of media efforts

V. Application Instructions

In responding to the RFP, 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 Proposal Review Committee. A non-response will result in disqualification of the proposal.

A. Cover Page (1 page limit) - Use Attached Format

The proposal shall be originally signed in blue ink on the Cover Page by the official authorized to bind the agency. The Cover Page must be completed and attached to the front of the proposal.

Refer to Attachment A for the template that shall be used for the Cover Page.

B. Table of Contents (1 page limit)

A table of contents must be provided and should list all major parts of the proposal.

C. Applicant Capability (10 page limit)

- A. Provide a description of your agency, including how the proposed program would fit into your agency's overall mission and goals. In your response, be sure to include an overview of relevant past and current projects, as well as information that demonstrates that you have at least five (5) years of experience in media advocacy and public relations services. It is to the applicant's advantage to detail all experience, knowledge, training and capabilities to the maximum extent possible.
- B. Describe specific examples of your experience integrating social, paid and/or earned media.
- C. Describe any formal tools, products or software you currently use related to social media implementation and monitoring. If you do not use any formal tools, products or software, describe at least two projects where social media efforts were involved and how these were implemented and measured.
- D. Describe your experience maintaining strategic direction and proactively managing outreach in order to sustain accurate messaging with targeted audiences, including managing media response to crisis situations, if applicable.
- E. Describe at least two earned and/or social media campaigns/services (limited examples of paid media can be included) provided to clients. In your response, be sure to include the following:
 - Experience in using media and public relations strategies to impact social norms about alcohol, tobacco or other drugs
 - Process for creating a media plan, including paid, earned and social media strategies
 - List of stakeholder groups typically included in strategy engagement, including any work directly with young people

- Description of the results achieved, including the methods and tools that you use for measuring the success of your paid, earned and social media programs for clients
- Description of any barriers/challenges faced and how they were overcome

F. Briefly describe the staff positions(s) that would work on this project, including title, roles, responsibilities, key qualifications and experience. If new or additional personnel will be hired for this project, indicate the desired qualifications and plans for recruitment.

G. Include two related work samples, as well as a sample of a measurement document or final report. ****The work samples are not included as part of the page limit.***

D. Scope of Work (Exhibit A) - (No page limit) - Use Attached Template

Using the Scope of Work format in Attachment B, develop a Scope of Work for the three phases of the project that specifically details the goals, objectives, activities and expected short and long-term outcomes. Applicants are encouraged to provide as much detail as possible to demonstrate how the proposed strategies will lead to the intended outcomes. Be sure to include relevant information outlined throughout this RFP.

E. Budget (Exhibit B) - (No page limit)

The County of Marin Alcohol and Drug Program has up to \$50,000 allocated for FY 2010/11 expenses incurred under a contract to be awarded as a result of this RFP. It is anticipated that the allocation will be finalized following approval of the State budget and approval by the Marin County Board of Supervisors.

Provide a Detailed Budget for FY 2010/11 – FY 2014/15 and an Overall Agency Budget for FY 2010/11. The County will look favorably on budgets that have minimal administrative allowances. In scoring the budget, the County will also consider the completeness, appropriateness, relevance and cost effectiveness of the budget relative to the scope of work outlined in the RFP. Refer to Attachment C for a sample template and additional instructions on how to complete the budget documents.

F. Proposal Attachments (No page limit)

As outlined throughout this RFP, several documents must be included as attachments to the proposal:

- Evidence that the project can be carried for at least 90 days at any point
- Letters of Commitment if you/your agency is proposing to subcontract or establish a formal collaboration to provide services, or if you have a tentative agreement to provide mobile assessment services at a community partner location
- Two related work samples, as well as a sample of a measurement document or final report.

VI. Application Submission Requirements

A. General Policies

1. The County assumes no obligation for any of the costs associated with proposal development, preparation and submission.
2. This RFP is in no way an agreement, obligation or contract.
3. Proposals will become the property of the County upon submission and may be subject to the terms of the Public Records Act, as required by law.
4. After submission of the proposals and closing of the application period, no information other than what is outlined in this RFP, will be released until after an award becomes final.
5. The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms from both a technical and cost standpoint.
6. While it is the intention to award the contract to one respondent, the County reserves the right to split the award in any manner deemed most advantageous to the County.
7. In an effort to reach a decision concerning the most qualified applicant, Marin County reserves the right to evaluate all factors it deems appropriate, whether or not such factors have been stated in the RFP.
8. The County reserves the sole right to interpret or change any provision of the RFP at any time prior to the proposal submission date. Any such interpretation or change shall be in the form of a written addendum and shall become part of the RFP.
9. A proposal may be **immediately** rejected/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 and/or substantive requirements set forth in this RFP;
 - c. Evidence indicates that the applicant, applicant's staff and/or consultants have in any way attempted to influence the confidential nature of the review through contact with the Marin County ADTP staff or members of the selection review committee.

B. Submission Deadline and Format

One (1) original application and three (3) additional copies of all documents must be **received** by Marin County ADTP by 3:00pm on October 13, 2010. Submit applications to:

D.J. Pierce, Chief

**Marin County Division of Alcohol, Drug and Tobacco Programs
899 Northgate Drive, Suite 100, San Rafael, CA 94903**

1. Proposals may not be faxed or electronically transmitted. Proposals must be received by the date and time recited above. POST MARKS or delivery service marks will not be accepted. Proposals and/or modifications and/or corrections thereof, received after the

deadline specified will not be considered.

2. Only proposals submitted in the format described within this RFP will be considered. Proposals must be submitted on standard 8-1/2" x 11", plain white paper, typed, single-spaced, in no less than 12-point typeface, with one-inch (1") margins and pages numbered consecutively. Designer or hard covers are not permitted, and will be removed from proposals prior to their being shared with the review committee. Proposals shall be fastened in the top left-hand corner with a metal staple, clasp or other type of fastener.
3. A proposal may be rejected if incomplete and/or if it contains any alterations of form and/or 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 proposals, may cancel, amend or reissue the RFP at any time prior to contract approval and may waive any immaterial defect in a proposal. The County's waiver of an immaterial defect shall in no way modify the proposal 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 is 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 website and contain a contact name and address. The final date and time to submit questions is **12:00noon on September 30, 2010**. All questions and responses will be available on the County website on or before **October 4, 2010**. No telephone consultation will be provided. **Questions must be submitted via the County website at <http://www.co.marin.ca.us/depts/HH/main/RFPs/>.**

VII. Application Review and Selection Process

A. Application Review and Selection

Staff from the Division of Alcohol, Drug and Tobacco Programs 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 are missing or incorrect, the application may be disqualified.

All applications that pass the initial technical review will then be submitted to a proposal review committee that shall evaluate and rank the applications. The committee may consist of persons experienced in alcohol and other drug program services, representatives from other county departments, representatives from local advisory boards, and any other individuals that the Division of Alcohol, Drug and Tobacco Programs deems capable and appropriate for the selection of potential providers. The committee shall not include potential contractors and no one on the committee 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 results will then be compiled into an overall group score. The scoring instrument will reflect the requirements of the RFP.

Prior to making an award, the County may choose to conduct interviews with applicants. 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. It will also be posted at the office of the Division of Alcohol, Drug and Tobacco Programs.

B. Interviews

Prior to making a funding decision, the County may in its discretion conduct interviews with the applicants receiving the highest scores from the review committee. 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 proposals.

C. Post Award

Once the Notice of Intent to Award has been issued, the provider selected will be contacted to execute the County's Standard Short Form Contract. At that time, the selected provider and the County may discuss adjustments to the budget and/or the scope of work. However, no other provisions of the County's Standard Short Form Contract will be negotiated. Refer to Attachment D for a copy of the County's Standard Short Form Contract.

The applicant grantee awarded a contract under this bid process will be required to

adhere to the reporting requirements set forth by the Division of Alcohol, Drug and Tobacco Programs, 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.

D. 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. 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 (10) working days after the Notice of Intent to Award letter has been posted and mailed to all participating applicants.

**DJ Pierce, Chief
Marin County Department of Health and Human Services
Division of Alcohol, Drug and Tobacco Programs
899 Northgate Drive, Suite 100, San Rafael, CA 94903**

The Notice of Intent to Appeal must include a full and complete written statement specifying the grounds for the appeal. Certified or registered mail must be used.

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 proposal(s), letter of intent, the public notice, the Request for Proposal document, and the standardized group scoring instruments of the proposal 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 ALCOHOL, DRUG AND TOBACCO PROGRAMS**

**Media Advocacy and Public Relations Services for the Continuum of
Alcohol, Tobacco and Other Drug Services
RFP-HHS-2010-09**

Date:

Legal Applicant:

Name

Address

Telephone

Fax

E-mail

Federal Tax ID No.

Amount Requested:

Total grant period: \$

FY10-11: \$

FY11-12: \$

FY 12-13: \$

FY 13-14: \$

FY 14-15: \$

Certifications

The applicant certifies to the best of his/her knowledge and belief that the data in this application is true and correct and that filing of the application has been duly authorized by the governing body of the applicant and that applicant will comply with the assurances required of applicant if the application is approved and a contract is awarded.

Signature:

Date:

Name:

Title:

For County Use Only

Date Received:

Time Received:

Marin County ADTP Staff Signature Acknowledging Receipt of Application:

ATTACHMENT B

SCOPE OF WORK			
EXPECTED OUTCOMES		OBJECTIVE	ACTIVITIES
SHORT-TERM OUTCOME (1 YEAR)	LONG-TERM OUTCOME (1-3 YEARS)	<i>Objectives</i> are specific, time limited, measurable, action oriented steps dedicated to achieving the goal. They must include units of service and Staff Hours .	<i>Activities</i> are the specific processes, events and/or actions that are intentionally used to bring about the intended results.
<i>Outcomes</i> are the specific changes in a communities' or program participants' behavior, knowledge, skills or level of functioning.			

ATTACHMENT C

Budget Preparation Instructions

Applicants are held to the same programmatic and fiscal requirements as the Marin County Division of Alcohol, Drug and Tobacco Programs in carrying out efforts. As such, you must follow the format included and the instructions below in preparing your budget and budget.

A. Preparation of Budget

Please use the budget form provided in Attachment C. Space is provided on the form to estimate costs up to a maximum three-year period. Costs are divided into five categories. List costs in only those categories that pertain to your project.

PLEASE USE WHOLE DOLLAR AMOUNTS. ROUND UP FIGURES \$.50 AND ABOVE, AND DOWN FOR AMOUNTS LESS THAN \$.50 TO THE NEAREST DOLLAR.

Cost categories and suggestions for applicable costs are:

(a) Personnel Costs—Enter titles of positions to be used; monthly salary and percentage applicable to the project. Include the yearly salary upon which this percentage is based. Reasonable cost of living increases or merit increases should be estimated and included on the form and explained in the budget justification. Extend computations to fiscal year columns. Subtotal the salaries and add the amounts required to cover related employee benefits.

(b) Travel Expense—Enter estimated cost of employee travel related to the projects. Cost items include transportation and per diem and must be segregated into “in-state” and “out-of-state” travel. Travel must be directly related to the project goals and objectives, and any travel other than mileage to community partner sites must be approved by the Division of Alcohol, Drug and Tobacco Programs.

(c) Other Direct Costs—These costs include all other direct expenditures. They include, but are not limited to, office supplies, printing, computers, public education and awareness materials, participation support costs, etc.

(d) Indirect Costs—These are costs which, by their nature, cannot be charged directly to a project. The rate cannot exceed ten percent, and it applies to the “Personnel” and “Other Direct Costs” budget categories.

(e) Contractual Services—Awardees may enter into contracts with vendors to provide goods and services necessary to carry out the program; however all proposed subcontracts must first be approved in writing by the County.

ATTACHMENT C
Budget Template

COST CATEGORY	BUDGET YEAR ESTIMATES					TOTAL COST TO PROJECT
	FY 10-11	FY 11-12	FY 12-13	FY 13-14	FY 14-15	
A. PERSONNEL COSTS						
<u>Program Evaluator</u>						
X hours @ \$X/hr (7-1-10 to 6-30-11)						
X hours @ \$X/hr (7-1-11 to 6-30-12)						
X hours @ \$X/hr (7-1-12 to 6-30-13)						
X hours @ \$X/hr (7-1-13 to 6-30-14)						
X hours @ \$X/hr (7-1-14 to 6-30-15)						
Salary Subtotals						
Employee Benefits @ 0% of salary						
Total Personnel Costs						
B. TRAVEL EXPENSES						
<u>In-State Travel</u>						
Travel to meetings. Approximately X miles/month @ \$0.00/mile						
Total Travel Expenses						
C. OTHER DIRECT COSTS						
Total Other Direct Costs						
D. INDIRECT COSTS						
Total Indirect Costs @ X%						
E. CONTRACTUAL SERVICES						
Total Contractual Services						
TOTAL BUDGET ESTIMATE ALL CATEGORIES						

ATTACHMENT D

CAO Contract Log # _____

PROFESSIONAL SERVICES CONTRACT 2010 - Edition 1

THIS AGREEMENT is made and entered into this day **July 1, 2010** 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 services: ; and

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

NOW, THEREFORE, for and in consideration of the agreement 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 paragraph 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 AGREEMENT:

This Agreement shall commence on **July 1, 2010**, and shall terminate on **June 30, 2011**. 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:

All required insurance coverages shall be substantiated with a certificate of insurance and must be signed by the insurer or its representative evidencing such insurance to County. The general liability policy shall be endorsed naming the County of Marin as an additional insured. The certificate(s) of insurance and required endorsement shall be furnished to the County prior to commencement of work. Each certificate shall provide for thirty (30) days advance notice to County of any cancellation in coverage. Said policies shall remain in force through the life of this Contract and shall be payable on a per occurrence basis only, except those required by paragraph 6.4 which may be provided on a claims-made basis consistent with the criteria noted therein.

Nothing herein shall be construed as a limitation of Contractor's liability, and Contractor shall indemnify and hold the County, its employees, officers, and agents, harmless and defend the County against any and all claims, damages, losses and expense that

may arise by reason of the Contractor's negligent actions or omissions. County agrees to timely notify Contractor of any negligence claim.

Failure to provide and maintain the insurance required by this Contract will constitute a material breach of the agreement. 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.

A request for a waiver of any of the following insurance requirements must be set forth on **Exhibit "C"** attached hereto. A waiver must address reduced amounts of coverage or the type of coverage waived entirely.

6.1 GENERAL LIABILITY The Contractor shall maintain a commercial general liability insurance policy in an amount of no less than one million dollars (\$1,000,000.00) with a two million dollar (\$2,000,000) aggregate limit. The County shall be named as an additional insured on the commercial general liability policy and the Certificate of Insurance shall include an additional endorsement page (see sample form: ISO - CG 20 10 11 85).

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.2 AUTO LIABILITY

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

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.3 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 or a copy of the Certificate of Consent to Self-Insure shall be provided to County prior to commencement of work.

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit "C")**

6.4 PROFESSIONAL LIABILITY INSURANCE

Coverages required by this paragraph may be provided on a claims-made basis with a "Retroactive Date" either prior to the date of the Contract or the beginning of the contract work. If the policy is on a claims-made basis, coverage must extend to a minimum of twelve (12) months beyond completion of contract work. If coverage is cancelled or non-renewed, and not replaced with another claims made policy form with a "retroactive date" prior to the Contract effective date, the contractor must purchase "extended reporting" coverage for a minimum of twelve (12) months after completion of contract work. Contractor shall maintain a policy limit of not less than \$1,000,000 per incident. The amount of the policy deductible or self-insured retention must be declared on Exhibit C, only if it exceeds \$100,000. If the deductible or self-insured retention amount exceeds \$100,000, the County may ask for evidence that contractor has segregated amounts in a special insurance reserve fund or contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Contractor's Professional Liability Insurance may be provided, in part, by self-insurance or large deductible as long as contractor provides: (1) evidence to the County that contractor has segregated amounts in a special insurance reserve fund meeting the contract's insurance requirements and restricted specifically to this project or (2) contractor's general insurance reserves are adequate to provide the necessary coverage and the County of Marin may conclusively rely thereon.

Amount of professional liability deductible if under \$100,000 = \$ ____

☐ **Insurance Reduction or Waiver of Coverage Requested (Exhibit C)**

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 Agreement, Contractor shall require subcontractor to provide and maintain insurance coverage(s) identical to what is required of Contractor under this Agreement and shall require subcontractor to name Contractor as additional insured under this Agreement. 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 CONSULTANT:

Any and all work product resulting from this agreement 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 Consultant incorporates into the work product any pre-existing work product owned by Consultant, Consultant 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 agreement 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 Agreement 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 Agreement is limited by the availability of those funds. Should the funding source for this Agreement be eliminated or reduced, upon written notice to Contractor, County may reduce the Maximum Cost to County identified in Paragraph 4 to reflect that elimination or reduction.

15. RELATIONSHIP BETWEEN THE PARTIES:

It is expressly understood that in the performances 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 agreement 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 willful misconduct or negligent performance of this Contract. Nothing herein shall be construed as a limitation of Contractor's liabilities.

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 Resolution #2005-97 of the Board of Supervisors 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 County's contact person referenced in paragraph 21. NOTICES below.

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:	_____
	County of Marin
Dept./Location:	_____
	Division of Alcohol, Drug and Tobacco Programs

	10 North San Pedro Road, Suite 1015

San Rafael, CA 94909

Telephone No.: 415-473-

Notices shall be given to Contractor at the following address:

Contractor:

Address:

Telephone No.:

22. ACKNOWLEDGEMENT OF EXHIBITS

	☒	<u>Check applicable Exhibits</u>	<u>CONTRACTOR'S INITIALS</u>
<u>EXHIBIT A.</u>	X	Scope of Services	
<u>EXHIBIT B.</u>	X	Fees and Payment	
<u>EXHIBIT C.</u>	X	Insurance Reduction/Waiver	
<u>OTHER REQUIRED</u>	X	Exhibit D Business Associate Agreement	
<u>EXHIBITS (HHS</u>	X	Exhibit I Alcohol, Drug and Tobacco Programs	
<u>USE ONLY)</u>			

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

**APPROVED BY
COUNTY OF MARIN:**

By: _____
Judy Arnold
President, Board of Supervisors

CONTRACTOR:

By: _____
Name: _____
Telephone No.: _____

COUNTY COUNSEL REVIEW AND APPROVAL *(Only required if any of the noted reason(s) applies)*

REASON(S) REVIEW:

- ☐ Standard Short Form Content Has Been Modified
☐ Optional Review by County Counsel at Department's Request

County Counsel: _____

Date: _____

EXHIBIT “A”
SCOPE OF SERVICES (required)

EXHIBIT “B”
FEES AND PAYMENT SCHEDULE (required)

EXHIBIT "D"

BUSINESS ASSOCIATE AGREEMENT TERMS AND CONDITIONS

To the extent Contractor is a business associate as defined under the Federal Health Insurance Portability and Accountability Act (HIPAA) and the HITECH Act, Contractor shall comply with the additional terms and conditions set forth in this Exhibit ("D") to the Professional Services Agreement. This Business Associate Agreement Exhibit "D" supplements and is made a part of the Professional Services Agreement ("Agreement") by and between the County of Marin, referred to herein as Covered Entity ("CE"), and _____, referred to herein as Business Associate ("BA"), to which this Exhibit "D" is an incorporated attachment.

RECITALS

CE and BA have entered into a business relationship through which BA may receive Protected Health Information ("PHI") (defined below) from CE or create, collect, transmit, retain, process or otherwise use PHI on behalf of CE pursuant to the terms of the Agreement

CE and BA intend to protect the privacy and provide for the security of PHI disclosed to, created by, or in any manner used by, BA pursuant to the Agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws.

As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("C.F.R.") and contained in this Exhibit "D".

In consideration of the mutual promises below and the exchange of information pursuant to this Exhibit "D", the parties agree as follows:

1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103. For purposes of this Exhibit "D", use of the term Business Associate includes all Contractor agents, employees, contractors or other associates providing services or assistance to Contractor under the Agreement.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103. For purposes of this Agreement, this term is intended to mean the County of Marin.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- f. **DHHS Secretary** shall mean the Secretary of the U.S. Department of Health and Human Services.
- g. **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, 42 U.S.C. Section 17921.
- h. **Electronic Protected Health Information** means Protected Health Information that is maintained in or transmitted by electronic media.
- i. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

- j. **Individual** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- k. **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and E.
- l. **Protected Health Information or PHI** means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Protected Health Information includes Electronic Protected Health Information [45 C.F.R. Sections 160.103, 164.501].
- m. **Protected Information** shall mean PHI provided by CE to BA or created or received by BA on CE's behalf.
- n. **Security Rule** shall mean the HIPAA Regulation that is codified at 45 C.F.R. Parts 160 and 164, Subparts A and C.
- o. **Unsecured PHI** shall have the meaning given to such term under the HITECH Act and any guidance issued pursuant to such Act including, but not limited to, 42 U.S.C. Section 17932(h).

2. **Obligations of Business Associate**

- a. **Permitted Uses.** BA shall not use Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Exhibit "D". Further, and notwithstanding anything to the contrary above, BA shall not use Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so used by CE. However, BA may use Protected Information (i) for the proper management and administration of BA, (ii) to carry out the legal responsibilities of BA, or (iii) for Data Aggregation purposes for the Health Care Operations of CE [45 C.F.R. Sections 164.504(e)(2)(ii)(A) and 164.504(e)(4)(i)].
- b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Agreement and as permitted under the Agreement and this Exhibit "D". Further, and notwithstanding anything to the contrary above, BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Exhibit "D" and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].
- c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates 42 U.S.C. Section 17935(a). BA shall not directly or indirectly receive remuneration in exchange for Protected Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Agreement.
- d. **Appropriate Safeguards.** BA shall implement appropriate administrative, physical and technical safeguards as are necessary to prevent the use or disclosure of Protected Information otherwise than as permitted by the Agreement that reasonably and appropriately protect the confidentiality, integrity and availability of the Protected Information, in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312. [45 C.F.R. Section 164.504(e)(2)(ii)(B); 45 C.F.R. Section 164.308(b)]. BA shall comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including, but not limited to, 45 C.F.R. Section 164.316. [42 U.S.C. Section 17931]
- e. **Reporting of Improper Access, Use or Disclosure.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Agreement, or this Exhibit "D", BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement and this Exhibit "D", and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than 5

business days after discovery [42 U.S.C. Section 17921; 45 C.F.R. Section 164.504(e)(2)(ii)(C); 45 C.F.R. Section 164.308(b)].

- f. Business Associate's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by paragraph d above with respect to PHI [45 C.F.R. Section 164.504(e)(2)(ii)(D); 45 C.F.R. Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 C.F.R. Sections 164.530(f) and 164.530(e)(1)).
- g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) business days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e). If any Individual requests access to Protected Information directly from BA or its agents or subcontractors, BA shall further conform with and meet all of the requirements of 45 C.F.R. Section 164.524 and other applicable laws, including the HITECH Act and related regulations.
- h. Amendment of PHI.** Within ten (10) business days of receipt of a request from CE for an amendment of Protected Information or a record about an Individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any Individual requests an amendment of Protected Information directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) business days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].
- i. Accounting Rights.** Within ten (10) business days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an Electronic Health Record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure, or a copy of the Individuals' authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) business days of a request forward it to CE in writing. However, it shall be BA's responsibility to prepare and deliver any such accounting requested and to do so in accordance with law. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Exhibit "D" [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].
- j. Governmental Access to Records.** BA shall make its internal practices, books and records relating to the use, disclosure and privacy protection of Protected Information available to CE and to the DHHS Secretary for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the DHHS Secretary concurrently with providing such Protected Information to the DHHS Secretary.
- k. Minimum Necessary.** BA and its agents or subcontractors shall request, use and disclose only the minimum amount of Protected Information necessary to accomplish the purpose of the request, use, or disclosure. [42 U.S.C. Section 17935(b); 45 C.F.R. Section 164.514(d)(3)] BA understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the DHHS Secretary with respect to what constitutes "minimum necessary."
- l. Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the Protected Information.
- m. Notification of Breach.** Unless stricter reporting requirements apply in accordance with federal or state laws or regulations, other provisions of the Agreement, or this Exhibit "D", BA shall notify CE within twenty-four (24) hours

of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. Unless CE provides BA with written notice that it will undertake such obligations on behalf of BA, BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations. The parties agree that CE has the sole discretion to determine whether or not it will undertake such obligations on behalf of BA and that, if it does, CE has the right to require BA to pay for any or all costs associated therewith.

- n. Breach Pattern or Practice by Covered Entity.** Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement or this Exhibit "D" or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the DHHS Secretary. BA shall provide written notice to CE of any pattern of activity or practice of the CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement or this Exhibit "D" or other arrangement within five (5) business days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- o. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit "D" for the purpose of determining whether BA has complied with this Exhibit; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit "D", nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or this Exhibit "D". BA shall notify CE within ten (10) business days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

3. Termination of Agreement

- a. Material Breach.** A breach by BA of any provision of this Exhibit "D", as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding. [45 C.F.R. Section 164.504(e)(2)(iii)].
- b. Judicial or Administrative Proceedings.** Notwithstanding any provision in the Agreement to the contrary, CE may terminate the Agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.
- c. Effect of Termination.** Upon termination of the Agreement for any reason, BA shall, at the option of CE, return or destroy all Protected Information that BA or its agents or subcontractors still maintain in any form, and shall retain no copies of such Protected Information. If return or destruction is not feasible, as determined by CE, BA shall continue to extend the protections of Section 2 of this Exhibit "D" to such information, and limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. [45 C.F.R. Section 164.504(e)(ii)(2)(I)]. If CE elects destruction of the PHI, BA shall certify in writing to CE that such PHI has been destroyed.

4. Indemnification

In addition to any other indemnification and defense obligation under the Agreement, BA has a separate and additional obligation to indemnify and defend CE against any claims or suits arising from BA's breach of its obligations under the terms and conditions of this Exhibit "D".

5. Limitation of Liability

Notwithstanding any limitation of liability provision that may exist in the Agreement or this Exhibit "D", BA is solely liable for any damages related to a breach of the BA's privacy or security obligations under the terms of this Exhibit "D".

6. Disclaimer

CE makes no warranty or representation that compliance by BA with this Exhibit “D”, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA’s own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

7. Certification

To the extent that CE determines that such examination is necessary to comply with CE’s legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE’s expense, examine BA’s facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA’s security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Addendum.

8. Amendment

- a. Amendment to Comply with Law.** The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or this Exhibit “D” may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit “D” embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or this Exhibit “D” when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement or this Exhibit “D” providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.
- b. Amendment of Exhibit “D”.** This Exhibit “D” may be modified or amended at any time without amendment of the Agreement, but only by written agreement of the parties.

9. Assistance in Litigation of Administrative Proceedings

BA shall make itself, and any subcontractors, employees or agents assisting BA in the performance of its obligations under the Agreement, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers or employees based upon a claimed violation of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee or agent is a named adverse party.

10. No Third-Party Beneficiaries

Nothing express or implied in the Agreement or this Exhibit “D” is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

11. Effect on Agreement

Except as specifically required to implement the purposes of this Exhibit “D”, or to the extent inconsistent with this Exhibit “D”, all other terms of the Agreement shall remain in force and effect.

12. Interpretation

The provisions of this Exhibit “D” shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Exhibit “D”. This Exhibit “D” and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule. The parties agree that any ambiguity in this Exhibit “D” shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

13. Survival of Provisions

Excepting only the provisions regarding BA’s use or disclosure of Protected Information for the purpose of performing BA’s obligations under the Agreement, the terms of this Exhibit “D” shall survive the termination of the Agreement so long as PHI obtained or generated during the term of the Agreement is retained by BA.

EXHIBIT "I"
ALCOHOL, DRUG AND TOBACCO PROGRAMS

1. Services to be Performed:

1.1 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, and any and all guidelines promulgated by the State Department of 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 all statutes, regulations, and guidelines for Contractor's use.

2. Program Evaluation:

2.1 Contractor shall maintain books, records, files, documents and other evidence directly pertinent to all work under this Agreement in sufficient detail to make possible an evaluation of services provided and compliance with State Department of Alcohol and Drug Programs Regulations, as applicable, and in accordance with accepted professional practice and accounting procedures for a minimum of four (4) years after the termination of the Agreement. Contractor agrees to extend to the State Department of Alcohol and Drug Programs and to the County and their designees the right to review and investigate records, programs, and procedures, as well as overall operation of Contractor's program with reasonable notice.

2.2 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 thirty (30) working days of receipt of such report, and such response shall be part of the official written report provided for in this section.

2.3 Contractor shall meet the requirements of and participate in the management information system of the County Alcohol and Drug Program Office, and maintain fiscal, administrative, and programmatic records and such other data as may be required by the Chief of Alcohol and Drug Programs for program evaluation and research requirements.

3. Records:

3.1 Contractor and County mutually agree to maintain the confidentiality of Contractor's participant records, including billings, pursuant to Sections 11812(c) and 11879, Health and Safety Code, and Federal Regulations for Confidentiality of Alcohol and Drug Abuse Patient Records, dated June 9, 1987, the federal Health Insurance Portability and Accountability Act, 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.

4. Applicable Fee:

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

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

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

5. Consideration:

5.1 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 Exhibits B and D, after receipt by County of billings made by Contractor on Provider Claim and Service Level Report forms. Format or other changes may be made by County to billing and report forms from time to time as needed and shall be furnished to Contractor for billing and reporting purposes. 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 promptly at the end of each calendar month in order to reach the Division of Alcohol, Drug & Tobacco Programs, 10 N. San Pedro Rd., # 1015, San Rafael, CA 94903, not 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.

5.2 Contractor shall provide County with an annual Cost Report no later than ninety (90) 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.

6. Nondiscrimination:

6.1 Contractor shall develop and implement policies and procedures that ensure: nondiscrimination 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 in AIDS-related problems, issues, and special recovery needs; provision of information to 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.

7. Assignability:

7.1 Except as otherwise provided in this section, Contractor shall not subcontract any portion of the performance contemplated and provided for herein without prior written approval of County. Any subcontractor(s), independent Contractor(s) or any type of agent(s) or employees performing or hired to perform any term or condition of this Agreement on behalf of Contractor, (hereinafter referred to as the "Secondary Parties"), as may be allowed by this Agreement, shall comply with and be bound by each term and condition of this Agreement. Furthermore, **Contractor shall be responsible for the Secondary Parties acts and satisfactory performance of the terms and conditions of this Agreement.**

8. Nondiscrimination:

8.1 Contractor and/or any permitted subcontractor, shall not unlawfully discriminate against any individual based on race, religious creed, color, national origin, ancestry, medical condition, marital status, sex, sexual orientation, age, condition of disability, or any statutorily protected status. Contractor and/or any permitted subcontractor understands and agrees that Contractor and/or any permitted subcontractor is bound by and will comply with the nondiscrimination mandates of all Federal, State and local statutes, regulations and ordinances. In the performance of the terms of this Agreement, Contractor shall not discriminate against any employee or applicant for employment, or against **any applicant for or beneficiary of services, because of race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, disability, or any other statutorily protected status.** Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment without regard to their race, sex, sexual orientation, HIV status, color, religion, ancestry, national origin, age, or disability. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees and applicants for employment, notices setting forth Fair Employment Practices outlined in this section. Contractor shall permit access to its records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practice Commission, or any other agency of the State of California designated by the awarding authority, for the purpose of investigation to ascertain compliance with the Fair Employment Practices section of this Agreement.

9. CONTRACTOR'S COMPLIANCE WITH PROVISIONS OF STATE CONTRACT

9.1 The County receives funding from the California Department of Alcohol and Drug Programs pursuant to an annual contracting arrangement (hereinafter "State Contract"). The State Contract contains certain requirements pertaining to the privacy and security of personally identifiable information (hereinafter "PII") and/or protected health information (hereinafter "PHI") and requires that the County contractually obligate any of its subcontractors 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 PII and/or PHI, a copy of which is attached to this Agreement as Attachment One.

9.2 Additionally, in the event the State Contract requires the County to notify the State of a breach of privacy and/or security of PII and/or PHI, Contractor shall, immediately upon discovery of a breach of privacy and/or security of PII and/or PHI by Contractor, notify County of such breach by telephone and email or facsimile. Contractor further agrees that it shall notify County of any such breaches prior to the time County is required to notify the State pursuant to the State Contract.

9.3 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.

ATTACHMENT E

Programmatic Policies, Procedures, Standards and Practices

In order to effectively prevent, intervene, treat and support recovery from alcohol, tobacco and other drug problems, services need to be planned and delivered using evidence-based approaches, as well as need to be evaluated for effectiveness in achieving the intended outcomes. As such, the Division of Alcohol, Drug and Tobacco Programs is adopting and implementing the following policies, procedures, standards and practices for all **contracted services** effective FY 2010/11.

The Division of Alcohol, Drug and Tobacco Programs is requiring agencies that provide Division-funded prevention, intervention, treatment and recovery services for alcohol, tobacco and other drug issues to comply with all applicable standards, laws and requirements, including, but not limited to the following:

Federal and State Requirements

- **Prevention** providers shall comply with the Substance Abuse Prevention and Treatment Block Grant Requirements, including Strategic Prevention Framework Requirements and CalOMS Prevention reporting requirements; Safe and Drug Free Schools and Communities Requirements, including the Prevention Principles of Effectiveness, as applicable; and the California Department of Health Services Tobacco Control Program Requirements.
- **Treatment** providers shall be certified, and licensed as appropriate, by the California Department of Alcohol and Drug Programs and shall comply with all applicable standards, laws and requirements, such as the Substance Abuse Prevention and Treatment Block Grant Requirements, including CalOMS Treatment reporting requirements; California Department of Alcohol and Drug Programs Licensing and Certification Standards, including Drug/Medi-Cal Certification Standards; California Department of Alcohol and Drug Programs Youth Treatment, Parolee Services and Perinatal Network Services Guidelines, as applicable; confidentiality, privacy and security requirements outlined in 42 CFR and the Health Insurance Portability and Accountability Act; and Counselor Certification requirements as follows:
 - At least thirty percent (30%) of staff providing alcohol and other drug (AOD) counseling services in all Programs Licensed and/or Certified by the California Department of Alcohol and Drug Programs shall be licensed or certified. All non-licensed and non-certified individuals providing AOD program licensed and/or certified by the California Department of Alcohol and Drug Programs shall be registered to obtain certification as an AOD counselor with one of the certifying organizations currently approved by California Department of Alcohol and Drug Programs. Registrants shall complete certification within five (5) years of the date of registration.
 - Program staff, who provide counseling services (as defined in Section 13005), shall comply with the code of conduct, pursuant to Section 13060, developed by the organization by which they were certified or registered.

Division Requirements

- **Prevention** providers shall comply with CDC's *Best Practices for Comprehensive Tobacco Control Programs—2007*, which is an evidence-based guide to help states plan and establish effective tobacco control programs to prevent and reduce tobacco use; and Principles of Effectiveness, which include programs being based on an assessment of objective data, established performance measures, evidence-based strategies and an analysis of the data, as well as include meaningful and ongoing community and/or family input and undergo periodic evaluation.
- **Intervention** providers shall comply with SAMHSA's TIP 34: Brief Interventions and Brief Therapies for Substance Abuse Treatment, Treatment Improvement Protocol (TIP) for SBIRT services; and relevant standards in *National Quality Forum Standards for the Treatment of Substance Use Disorders*.

- **Treatment** providers shall comply with the California Department of Alcohol and Drug Programs *Core Treatment Standards for Substance Use Disorders Services*; National Quality Forum *Standards for the Treatment of Substance Use Disorders*; National Institute on Drug Abuse's *Principles of Drug Abuse Treatment for Criminal Justice Populations*; and Public Health Service-sponsored Clinical Practice Guideline, *Treating Tobacco Use and Dependence: 2008 Update*.
- **Recovery** providers shall comply with the Substance Abuse and Mental Health Services Administration's (SAMHSA) *Recovery Community Services Program Concepts*; California Department of Alcohol and Drug Programs *Core Treatment Standards for Substance Use Disorders Services*; National Quality Forum *Standards for the Treatment of Substance Use Disorders*.

Additional policies, procedures, standards and practices for **contracted agencies/individuals** providing prevention, intervention, treatment or recovery services are as follows.

Program Administration – All Providers (Unless Otherwise Indicated)

Agency Requirements

- Agencies shall strive to be tobacco-free and shall offer cessation services and support on site or by referral. Agencies will include steps they are taking toward becoming tobacco-free in their annual work scopes. Smoking or the use of other tobacco products is prohibited within agency facilities, parking lots and grounds except in a designated smoking area. No designated smoking area can be within 25 feet of building entrances, exits and operable windows. Agency employees will not smoke with or in view of clients, children or visitors. All agency staff -- management, counselors, administrative and support personnel -- are required to attend an annual one hour tobacco training that will be provided by the Division.
- In order to reduce problems associated with the use of alcohol at events, impact social norms around alcohol, and promote environments that support individuals in recovery:
 - Agencies shall not serve alcohol at events where individuals under 21 years of age are present.
 - Agencies choosing to serve alcohol at adult-oriented events shall implement Responsible Beverage Sales and Services practices, such as participating in server training, posting signage about not serving underage or intoxicated persons, and ensuring the availability of food and non-alcoholic beverages.
 - Agencies choosing to serve alcohol at adult-oriented events shall not use alcohol-industry imagery in advertising or promotional materials.
 - County funds may not be used to purchase alcohol.

Fiscal Practices

- Agencies are encouraged to access and leverage alternate public and private funding streams to maximize the availability of services, such as Drug/Medi-Cal, private insurance, grants, donations, etc.
- The Division of Alcohol, Drug and Tobacco Programs will reimburse for services at standardized unit rates, which will be updated and published annually.
- Agencies/individuals providing treatment services for substance use disorders shall utilize a standardized methodology for assessing client fees.

Evidence-Based Approaches

- Agencies providing prevention, early intervention, treatment and recovery services shall utilize evidence-based, culturally relevant strategies and assess fidelity with the program design at least annually. Providers are also required to submit a Program Design document as a supplement to the Exhibit A-Scope of Work, which shall reflect evidence-based approaches and incorporate the standards noted in this document. Variances to the program design require resubmission of the Program Design document and approval by County staff. Non-compliance may result in non-payment for services rendered.

Continuous Quality Improvement

- Agencies providing treatment services for substance use disorders shall conduct at least one NIATx Change Project per contract year.

- Agencies/individuals providing treatment services for substance use disorders shall conduct quality assurance activities, which at a minimum shall include reviews of charts and Marin WITS entries for Division-funded clients at least quarterly.
- Agencies/individuals shall engage in regular evaluation activities, including coordinating with the Independent Evaluator and relevant contract management staff, to assess progress in achieving the desired outcomes and identify the need for course corrections if necessary.

Program Design and Service Delivery – Treatment Providers (Unless Otherwise Indicated)

Program Certification/Qualification

- Agencies shall be certified or in the application for certification process to provide Drug/Medi-Cal services, as applicable, including Minor Consent services for agencies serving adolescents.
- Agencies shall be competent to provide services for clients with co-occurring disorders, as evidenced by the Dual Diagnosis Capability in Addiction Treatment (DDCAT) or COMPASS-EZ Assessment score.

Assessment

- Prospective treatment service clients, as well as current treatment service clients being recommended for another level of services, shall be coordinated through Centralized Assessment/Care Management.¹
- A financial assessment shall be performed and client fees shall be assessed using a standardized methodology.

Client Admission and Intake

- Marin County public funds are to be prioritized for Marin residents only.
- Agencies providing screening, assessment, early intervention and treatment services for substance use disorders shall include screens for co-occurring disorders, primary health care needs, and tobacco use in the screening/intake process.
- At the point of entry into the service delivery system, clients shall be asked to sign a consent to release information to relevant service partners.

Program Design and Delivery

- Clients receiving Narcotic Replacement Therapies shall be accepted in Division-funded services, including residential treatment.
- The medication protocols for clients receiving physician-prescribed medications for mental health or physical health conditions shall be under the direction of the contracted agency's Medical Director.
- Clients with co-occurring substance use and mental health disorders shall be treated by individuals, teams or programs with expertise in co-occurring disorders as evidenced by accreditation and/or licensure levels, DDCAT scores, etc. Further, each disorder shall be considered as primary and integrated treatment shall be provided.

Drug Screening

- Agencies providing treatment services for substance use disorders shall incorporate observed urinalysis testing into service delivery practices.

¹The purpose of **Centralized Assessment** is to ensure: 1) a central point of entry into the service delivery system; 2) clients seeking to access the service delivery system receive a comprehensive assessment of alcohol, tobacco and other drug issues, mental health, and primary care issues from qualified staff; 3) clients are referred to the most appropriate level of service; 4) clients that may be waitlisted for services are linked with another resource in order to increase engagement and retention rates; and 5) clients receive a full financial assessment to determine if they are eligible for services under alternate funding streams, thereby maximizing the publicly-funded treatment capacity. The purpose of **Care Management** is to ensure: 1) clients are tracked throughout the continuum to increase the likelihood of retention in treatment and long-term success, reduce the incidence of clients "recycling" through the service delivery system and collect information on client and system-level outcomes; 2) clients are actively linked with ancillary and recovery support services; 3) clients have the ongoing opportunity to re-engage with the service delivery system if needed and enhance long-term client outcomes by following up at set intervals (3 months, 6 months, 12 months); and 4) service systems are sharing pertinent information in order to most effectively serve the client and reduce duplications of service.

Referral Arrangements and Ancillary Services

- Agencies shall assist clients in accessing alternate resources such as CMSP, General Assistance, CalWORKS, Drug/Medi-Cal, etc.
- Agencies shall actively link clients with appropriate recovery support services, as well as with ancillary resources such as housing assistance, vocational training, and primary healthcare. After following up to ensure that the linkage was completed, agencies shall communicate with Centralized Assessment/Care Management to document the referral.

Discharge Summary and Continuing Supports Plan

- All clients being discharged from a level of service shall be coordinated through Centralized Assessment/Care Management for placement in another level of service. The discharge summary shall include a placement recommendation, as well as documentation of the ancillary and/or recovery support service linkages made for each client.
- Agencies/individuals providing intervention, treatment or detoxification services shall ensure that the client is linked with another level of service and/or supportive resources prior to discharge from any level of service. Prior to discharge, it is the responsibility of the agency/individual to ensure that clients have been linked with appropriate ancillary and recovery support services prior to discharge so that they have a housing plan in place, have linkages to childcare, vocational services, and primary health services, and possess recovery management and life skills. Documentation of the linkage(s) shall be communicated to Centralized Assessment/Care Management.
- All clients receiving treatment for substance use disorders shall receive post treatment monitoring and support. Support and monitoring can occur through periodic telephone contacts, participation in recovery support groups or other appropriate activities. Agencies shall be responsible for following-up with the client thirty (30) days after discharge and the communication shall be documented and submitted to Centralized Assessment/Care Management. The Care Management Coordinator shall also follow-up with clients at 3 months, 6 months and 1 year post discharge from a level of service to assess client progress and provide linkages to recovery support services as needed.

Administrative Policies, Procedures, Standards and Practices

Reporting and Evaluation

Specific reporting requirements, templates and submission instructions will be distributed to agencies/individuals annually. Failure to comply with the reporting requirements may result in non-payment of services. An overview of key reporting requirements is as follows:

- **All Providers:** Completion of a mid-year Self Audit and Site Visit; submission of an annual cost report; and submission of an annual report. In addition, all Division-funded providers will be expected to coordinate with the Independent Evaluator and staff responsible for managing the contract to establish process and outcome measures, establish/adapt data collection systems, collect and report data on selected measures, assess fidelity to the program models/strategies, make course corrections if necessary, and any other evaluation activities deemed necessary to evaluate the impact and effectiveness of the services being delivered.
- **Prevention Providers:** Submission of quarterly progress reports; submission of CalOMS Prevention (AOD prevention only) data within 10 days of the event for the service codes included in the contract with the County.
- **Treatment Providers:** Monthly submission of DATAR and Provider Summary Report to the State Department of Alcohol and Drug Programs (by the 10th of the month); uploading of Marin WITS data within 10 days of the event and no later than the 10th of the month following admission/discharge; uploading Marin WITS intake and assessments, and transfers within 10 days of the event; submission of certification that errors in Marin WITS have been corrected; submission of monthly BASN report (BASN providers only); submission of monthly client progress reports (PC 1210 providers only); entering and releasing to the County Drug/Medi-Cal data on a monthly basis (Drug/Medi-Cal providers only)

Invoicing

Specific invoicing requirements, templates and submission instructions will be distributed to agencies/individuals annually. Failure to comply with the invoicing requirements may result in non-payment of services. An overview of key requirements is as follows:

- **All Providers:** The Division of Alcohol, Tobacco and Other Programs reimburses agencies/individuals in arrears for services provided the preceding month. Services shall align with the service code and unit descriptions provided by the Division annually. Reimbursement is provided for actual units of service performed (not 1/12 of the contract total) in a manner consistent the Division, State and Federal regulations, policies, standards and practices. Invoices shall be submitted on the Division-provided template and be received by the County no later than the 10th of each month. Late submissions will be processed the following month.
- **Prevention Providers:** The Duration of Service Report by Providers, which can be downloaded from the Report Section of CalOMS Prevention, shall be submitted with each monthly invoice. The number of units reported on the invoice and in CalOMS Prevention need to be within 10% of one another.
- **Intervention Providers:** Activity reports (template provided) shall be submitted with each monthly invoice and services delivered and reported shall comply with the unit rates and definitions provided by the County.
- **Treatment Providers (including PC 1210 and Adult Drug Court):** Client activity reports (template provided) shall be submitted with each monthly invoice and services delivered and reported shall comply with the unit rates and definitions provided by the County. All clients listed on the invoice must be in Marin WITS and the admission dates on the invoice must match the client admission dates in Marin WITS. All clients listed on the invoice must also be for County-funded services and the funding stream noted in Marin WITS must reflect the actual payer source for services provided.

Marin WITS serves as the presiding source of data used to confirm expenditures submitted on the monthly invoice and determine reimbursement for treatment services. Information submitted on the monthly invoice that cannot be substantiated in Marin WITS at the time of invoice submission will be disallowed. As such, ensure that all information is accurate in Marin WITS, including the source of funding.

If agencies would like to correct and resubmit any of the disallowed claims, the following procedures shall be utilized:

- Division staff will notify agencies of the disallowances within a week of receipt of the invoice.
 - Agencies will correct the identified error(s) and resubmit the claim(s) on the following month's invoice, which must be received by the Division by the 10th of the month. There will be a designated area on the invoice form (provided by the County) to indicate resubmissions for prior month disallowances.
 - If the resubmitted claims are correct and received on time by the County, then the Division will process and pay the claim(s).
 - If the Division does not receive corrections for any disallowed claims or if the claims are still not corrected or cannot be substantiated in Marin WITS, then payment on the disallowed claim(s) will not be made.
- **Drug/Medi-Cal:** Submissions with any special circumstances, resubmissions and late submissions must all be submitted to the clearinghouse (County) at least 2 weeks prior to the state deadline. Additionally, providers shall not bill D/MC services under any NPI number other than the substance abuse professional who delivered the services. This includes billing for services provided by an intern under the supervisory clinician's NPI number.

Only Drug/Medi-Cal submissions approved by the State will be paid. Providers can review declined submissions and resubmit as appropriate after resolving why the submission was declined. Resubmissions

will only be reviewed if performed in the timeframe set forth by the California Department of Alcohol and Drug Programs.

Compliance with Laws, Regulations, Policies and Standards

Providers are required to comply with all applicable local, state and federal laws and regulations, as well as comply with Division policies and standards. Providers will be expected to sign and adhere to all requirements in the County Short Form Contract, as well as to provide appropriate documentation including, but not limited to, the following:

- **All Providers:** Current insurance (general liability for at least \$1,000,000, workers compensation, automobile, professional liability); Certification of Smoking Prohibitions; Certification of Non-Acceptance of Tobacco Funds; Acknowledgement of the Contract Compliance Policy; Assurance of No Unlawful Use of Drugs or Alcohol; Living Wage Ordinance Declaration
- **Prevention Providers:** Certification of Compliance with the Strategic Prevention Framework; Certification of Compliance with Safe and Drug Free Schools Requirements (if applicable)
- **Treatment Providers:** Copies of current certifications/licenses from the California Department of Alcohol and Drug Programs
- **Drug/Medi-Cal Providers:** Certification that all clinicians providing Drug/Medi-Cal services will meet the Drug/Medi-Cal Substance Abuse professional guidelines and will possess an NPI number; Certification of compliance with the standards and requirements outlined by Title 22, The Drug/Medi-Cal provider billing manual, Drug/Medi-Cal certification standards, and the Drug/Medi-Cal training manual.

Monitoring Adherence to Policies, Procedures, Standards and Practices

Adherence will be monitored through a variety of methods including, but not limited to: reviews of monthly, quarterly and annual progress and evaluation reports; analysis of Marin WITS and CalOMS Prevention content and compliance; reviews of invoicing; self-audits; site visits; reviews of client charts; reviews of personnel files; client focus groups and/or surveys; and reviews of agency policies and procedures.

Non-compliance with the policies, procedures, standards and practices may result in non-payment for affected services and/or contract termination. To prevent these measures of last resort, the Division of Alcohol, Drug and Tobacco Programs is available to provide and/or coordinate technical assistance and training to ensure successful and timely implementation of the aforementioned policies, procedures, standards and practices. These policies and practices are in place to ensure that clients and the community receive the highest level of service available.