



V E N T U R A C O U N T Y

BEHAVIORAL HEALTH

A Department of Ventura County Health Care Agency

REQUEST FOR PROPOSALS

**SUBSTANCE USE SERVICES ALCOHOL, TOBACCO AND OTHER
DRUG PREVENTION SERVICES**

ISSUED: July 07, 2023

DUE: August 21, 2023

**SECTION 1.0
GENERAL INFORMATION**

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**Ventura County Behavioral Health
RFP Summary**

1.1 Purpose of RFP and Introduction

Ventura County Behavioral Health (VCBH) Substance Use Services (SUS) – Prevention works with coalitions, agencies, and community stakeholders to reduce alcohol and drug-related problems in our community. Initiatives are aimed at preventing heavy and frequent use of intoxicants among young people, limiting harms related to impaired driving; underage and binge drinking; marijuana and vaping; prescription and illicit drug misuse; and addressing health disparities among vulnerable populations. A primary goal is to delay the onset of first use of alcohol and or other drugs by youth.

VCBH, a Department of the County of Ventura, invites qualified applicants to submit proposals for one or more of the following efforts:

1. Opioids and Illicit Drug Initiative: Prevention and Education
2. Opioids and Illicit Drug Initiative: Naloxone Distribution and Overdose Response Training
3. Opioids and Illicit Drug Initiative: Engaging Medical Professionals to Prevent Overdose
4. Addressing Health Disparities Initiative
5. Marijuana & Vaping Prevention Initiative
6. Underage and Binge Drinking Prevention Initiative
7. Impaired Driving Prevention Initiative
8. Technical Assistance and Training Services
9. Media and Prevention Messaging Services
10. Research and Evaluation Services and
11. School-Based Prevention Services.

VCBH-SUS Prevention has developed goals to be achieved during the multi-year VCBH-SUS Strategic Prevention Plan (SPP) 2017-2022. Refer to Bonfire Public File Section – ATTACHMENT 1.*

*Please note that pursuant to the Department of Health Care Services (DHCS) decision to align local and state Strategic Planning calendars, the VCBH-SUS SPP 2017 -2022 has not been updated but has been extended through June 30, 2025. Several objectives and milestones have already been met; however applicants are encouraged to review the high-level goals for each initiative and structure their proposals to advance one or more of the Task areas identified in this solicitation.

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For more up-to-date information, please visit www.VenturaCountyLimits.org

Successful execution of the SPP depends upon the combined efforts of VCBH-SUS staff; interagency workgroups; collaborating agencies; and contracted providers who are skilled in the use of strategies established by the Center for Substance Abuse Prevention (CSAP).

These strategies may include Education, Information Dissemination, Community-Based Process, Environmental/Policy Change Strategies and Problem-Identification & Referral for likely Alcohol, Tobacco and Other Drug (ATOD) problems. Interested parties should review requirements carefully, including the Frequently Asked Questions (FAQ) regarding Substance Abuse Prevention and Treatment Block Grant (SABG) Funds. Refer to Bonfire Public File Section – ATTACHMENT 2: SUD Primary Prevention Data Quality Standards June 2023.

The contracts that result from this competitive process will be for an eighteen (18) month period, from January 1, 2024 through June 30, 2025, with four additional one-year extensions. Interested providers must be skilled in and experienced in operating programs that train individuals in prevention strategies and have knowledge in training and implementing evidence-based practices with a significant data collection element. The collection of individual and agency activity data, as well as measurement and reporting of outcomes linked to prevention best practices, are central to this effort. This RFP contains the terms, conditions, and instructions that are to be agreed to and followed in preparing a proposal. **Proposals are due no later than August 21, 2023 by 5:00 PM.**

Services requested fall into eleven (11) task sections, corresponding to the types of contracted services for which VCBH-SUS has identified a need.

Additional Resources:

VCBH recommends the following VCBH Prevention websites:

- <https://www.venturacountyresponds.org/>
- <https://www.venturacountylimits.org/>
- <https://www.coastventuracounty.org/>

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Prevention Services Requested:

A detailed description of the services that VCBH is requesting proposals for service provision is provided below:

1. Opioids and Illicit Drug Initiative: Prevention and Education. Proposals under this section should support VCBH-SUS by providing prevention and educational strategies to increase the awareness of opioids and fentanyl risks countywide. Provide activities with the goals of helping to lower prescription opioid misuse, deter the use of fentanyl and heroin, increase security and safe drug disposal options, and decrease drug demand through compelling and fact-based community outreach strategies for parents, educators, and community members regarding opioids and overdose risks.
2. Opioids and Illicit Drug Initiative: Naloxone Distribution and Overdose Response Training. Proposals under this section should support VCBH-SUS by providing data-driven overdose prevention education and rescue efforts throughout Ventura County. Expansion of VCBH current overdose prevention and distribution sites, focus on communities at an elevated risk for overdose, naloxone distribution data collection and management of all aspects of a naloxone distribution and training program.
3. Opioids and Illicit Drug Initiative: Engaging Medical Professionals to Reduce Overdose. Proposals under this section should support VCBH-SUS by providing prevention and education strategies to increase awareness of opioids and fentanyl risks countywide among licensed health professionals. This task requires a focus on education and collaboration with medical professionals and the systems in which they operate, to increase awareness of the overdose problem, enhance prescriber and counselor skills for engaging consumers, and providing professional development and Continuing Medical Education (CME) for local primary care physicians, using incentives for Medication for Addiction Treatment (MAT) practices consistent with Center for Disease Control and Prevention (CDC) prescribing guidelines, effective referral to specialty care when indicated, as well as co-prescribing of naloxone and promotion of non-narcotic pain management strategies.
4. Addressing Health Disparities Initiative. Proposals under this section should support VCBH-SUS by identifying populations at elevated risk for substance misuse problems, increase local data available describing the community needs and resources among vulnerable sub-populations, and documenting risk and protective factors, sharing findings of community needs and resource

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assessment activities for at least two (2) vulnerable populations. After review of local data sources to identify populations at elevated risk for substance use problems, strategies should be deployed for engaging high-risk communities using sound prevention strategies, with culturally-tailored approaches to reducing risks associated with substance use among vulnerable populations.

5. Marijuana & Vaping Prevention Initiative. Proposals under this section should support VCBH-SUS by (1) providing county level baseline data reports describing the local policy and commercial cannabis landscape, including health and safety indicators related to cannabis and vaping in Ventura County, (2) develop and launch engaging education efforts using e-media messaging to youth, parents and other adults about marijuana risks, (3) convene local community leaders, enforcement personnel, planners and others to learn from national and regional experts on proven cannabis industry controls, (4) develop and provide in-classroom, and in-community presentations for reducing harms to youth, and (5) share the science on cannabis use and the developing teen brain, to include vaping prevention and educational outreach presentations.
6. Underage and Binge Drinking Prevention Initiative. Proposals under this section should support VCBH-SUS (1) develop strategies to reduce underage drinking in commercial, public, and social settings, (2) collaborate with local agencies to ensure that local underage and binge drinking prevention policies, including Social Host laws, will be actively enforced by local jurisdictions, (3) collaborate with local law enforcement agencies to ensure continued underage drinking enforcement, including retailer compliance and civil penalties as provided by law, and/or (4) carry out specialized in-service or staff development training for school personnel emphasizing strength-focused prevention, including campaigns emphasizing alcohol-free student success.
7. Impaired Driving Prevention Initiative. Proposals under this section should support VCBH-SUS goals of reducing impaired driving among Ventura County youth and adults. Increase education and awareness of harms associated with impaired driving, expand drugged driving and poly-drug DUI prevention and awareness through outreach to targeted populations within settings or circumstances which may lead to DUI. Requires (1) collaboration with law enforcement agencies for increased enforcement of existing laws and addressing problem establishments, (2) participation in local DUI Roundtable convened by the Office of the District Attorney, and (3) possibly engaging “problem outlets” to implement proper service, compliance with state and local regulations, promoting safe sales and transportation best practices.

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8. Technical Assistance and Training Services. Proposals under this section should support VCBH-SUS by providing professional technical assistance and training in furtherance of Objectives identified in the SPP. Clearly delineating Qualifications, Areas of Expertise, and Services Offered, which will enhance or guide direct services therein described. These may include one or more of the following (1) strategies to inform middle school-aged youth, their parents, and friends, using social media, specialized applications, and workshops, (2) policy research and technical support to organizations and coalitions concerned about effects of commercial alcohol, tobacco and/or cannabis businesses, and (3) effective school-based implementation of brief interview and intervention models for student success, such as Brief Risk Reduction Interview and Intervention Model (BRRIM) for individualized student assistance support.
9. Media and Prevention Messaging Services. Successful community change efforts require population-specific marketing and media services to reach identified groups locally; a requirement which should make use of subject matter expertise in drug prevention, consistent with the SPP. Proposals should address multiple initiatives (e.g., opioids and illicit drugs, cannabis awareness and misuse prevention) with demonstrated experience in media campaigns for health promotion at the local or regional level.
10. Research and Evaluation Services. VCBH-SUS requires well-qualified prevention evaluators with demonstrated expertise in the application of the State-required Strategic Prevention Framework (SPF), with particular emphasis on local research and evaluation activities. This should include formal formative and summative evaluation activities to be carried out over the course of the next five years, as VCBH refines and implements strategies to counter various drug risks. Refer to Bonfire Public File Section - ATTACHMENT 1: VCBH-SUS SPP 2017-2022.
11. School-Based Prevention Services. District-level programs designed to address substance use and related challenges for students are more needed than ever, using a strength-based and family-involved approaches. Multi-year development efforts are required to create or strengthen Student Assistance Programs (SAPs) within area secondary schools, using the BRRIM Fidelity Checklist. Refer to Bonfire Public File Section – ATTACHMENT 3: BRRIM Fidelity Checklist.

In addition, one (1) Regional Training Center (RTC) to support SAPs countywide is solicited. Qualified districts or non-profit organizations within Ventura County are invited to review RTC specifications for an SAP local training and technical support center serving secondary school districts across

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the region. Refer to Bonfire Public File Section – ATTACHMENT 3: BRRIM Fidelity Checklist.

1.2 Nomenclatures

The terms Bidder, Vendor, Respondent, or Proposer may be used interchangeably in this RFP to designate an organization interested in responding to this RFP. The terms RFP, RFP Solicitation, or Solicitation refer to all proposal documents and related addenda produced by VCBH and provided to prospective bidders. The terms Successful Proposer, Successful Respondent, Successful Contractor, and Contractor may be used interchangeably in this RFP and shall refer exclusively to the organization with whom VCBH enters into a contract because of this RFP.

1.3 VCBH Background

VCBH is the public authority at the County level responsible for addressing mental health service needs and substance use problems and their prevention, often through collaboration with other public and private agencies. As a public agency, VCBH is responsible for assisting many of the County’s most vulnerable residents, including those at high risk for drug overdose and who may not have a diagnosis of a substance use disorder. VCBH therefore provides leadership, coordination, and oversight of prevention efforts to reach residents at risk, engagement and educational services, multi-agency collaboration efforts, and may offer appropriate referral for assessment and treatment services when indicated.

VCBH is committed to providing comprehensive behavioral health services and ensuring that a full continuum of care is available for substance-involved residents, including those who may become VCBH clients. VCBH provides mental health and substance use disorder services through county operated outpatient clinics, regionally based county service teams, and contract providers. VCBH strives to ensure that the mental health and substance use services provided to Ventura County residents are data-informed, effective, integrated, and culturally competent.

With respect to this current Request for Proposals, VCBH is seeking well-qualified organizations and agencies to prevent substance misuse which can lead to a wide range of individual, family, school, workplace and community consequences. Focusing on Primary Prevention—efforts directed toward those who do not have a primary diagnosis of a substance use disorder—respondents should carefully consider the science of prevention as it applies to local risk and protective factors.

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VCBH-SUS has engaged in data-driven environmental prevention strategies since 1996 to address problems associated with local alcohol and drug use and misuse associated with problems ranging from underage drinking and impaired driving to the ongoing Opioid Crisis and hundreds of lives lost to accidental drug overdose. The prevention initiatives identified above were articulated during the SPF process in Ventura County, in accordance with the model and requirements of the SAMHSA - <https://www.samhsa.gov/>.

Based on its strong history of community-level collaboration and prevention partnerships, VCBH-SUS desires to expand the local capacity to address problematic consumption and its consequences, as well as the contributing factors which allow or facilitate misuse or abuse.

Through this Request for Proposals process, VCBH-SUS seeks to:

1. Enhance support for community collaborations which increase awareness and mobilize action for prevention efforts;
2. Help implement new policies, laws and practices which promise to decrease the risks of ATOD problems across entire communities
3. Launch community education and media advocacy campaigns to affect behavior at the individual, family and community levels;
4. Fund and oversee the development of evidence-based SAPs which support youth academic and behavioral success, while reducing suspensions/expulsions.

For more complete information, and to understand specific local indicators of need, all applicants should review the VCBH-SUS SPP 2017-2022. Refer to Bonfire Public File Section – ATTACHMENT 1.

1.4 Budget

To assist VCBH in determining the potential cost of a bidder's services, bidder's must use Attachment A to submit budgets and supporting schedules that respond to the staffing guidelines, training, supervision, management, and services detailed in this RFP. Respondents are to submit a budget narrative and two budget proposals that respond to the requirements detailed in this RFP, and which covers an eighteen (18) month period with the option for four (4) additional one-year extensions.

- a. Year one (1): The budget timeline is for a six (6) month period, January 1, 2024 through June 30, 2024. VCBH recognizes that the selected provider will need

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to conduct various start-up activities in advance of and in preparation for program services delivery, therefore, the Year 1 budget should include a start-up budget and an operational budget. Both a start-up budget and regular operational budget template are provided in Attachment A.

- b. Year two (2): The budget timeline is for a twelve (12) month period, July 1, 2024 through June 30, 2025. The Year 2 budget should reflect a fully operational services budget. Expenses are to detail staffing, direct operational expenses and indirect expenses.
- c. Indirect expenses are not to exceed 15% of direct expenses and should include expenses that are not tied to the direct provision of client services. For each budgetary line item, in the cost assignment explanation column of the budget tab of Attachment A, include a description of the item, your calculations, annual amount, and any additional information that justifies the expense.
- d. See Attachment A for the applicable schedules.

VCBH reserves the right to adjust the cost and content of the actual program with the selected Bidder. By submitting an offer under this RFP, the Bidder warrants its agreement to the budget proposal. No additional charges/expenses will be allowed unless specified within the proposal response and budget.

1.5 Timeline

The RFP schedule is provided below (this schedule is subject to change):

| | |
|---|-------------------|
| Issue RFP..... | July 07, 2023 |
| Bidder Registration..... | July 14, 2023 |
| Bidder Questions Due to VCBH..... | July 21, 2023 |
| Bidder Question Responses Released..... | July 28, 2023 |
| Proposals Due by 5 p.m..... | August 21, 2023 |
| Contractor Selection/Notification..... | October 9, 2023 |
| Contracts Finalized..... | October 16, 2023 |
| Board of Supervisors Approval Received..... | November 28, 2023 |
| Operations Initiated by Contractors..... | January 1, 2024 |

1.6 Intent to Bid

Each bidder is responsible for indicating their intent to bid by July 14, 2023 through the Ventura County Bonfire system at:

<https://ventura.bonfirehub.com/opportunities/95913>

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1.7 RFP Questions

It is the responsibility of each bidder to ensure that they are clear on the proposal requirements. Please use the Messages Section of the Bonfire System project page to submit your questions to VCBH Contracts Administrator, Barbara Kramer, by July 21, 2023. The VCBH Contracts Administrator facilitating this RFP is the only individual authorized to answer questions related to this RFP. The questions and answers will be distributed through the online Bonfire fire system to all registered bidders. No additional questions will be accepted after this deadline. VCBH will answer bidder questions requesting clarity on the RFP requirements by July 28, 2023.

The questions and answers will be made available on the Bonfire System Messages Section (see Public Notices) at:
<https://ventura.bonfirehub.com/opportunities/95913>

1.8 Bidder Eligibility and Qualifications

To be deemed eligible and qualified to submit a proposal of qualifications, a respondent must demonstrate in their proposal that they meet the following minimum requirements by the deadline that is specified to submit a proposal. A respondent that does not demonstrate that they meet these minimum requirements will be considered non-responsive and will not be eligible for evaluation and consideration for award of the contract.

California Secretary of State Business Entities Search

Business entities registered with the California Secretary of State as a corporation, limited liability company, or limited partnership must have an active status designation on the California Secretary of State Business Entities Search website. VCBH will not review a proposal submitted from an entity that has any other status designation. VCBH plans to use the following link to verify a business entity's status: <https://businesssearch.sos.ca.gov/>. Each respondent should verify their status designation prior to submitting a proposal of their qualifications. If a respondent's status requires correction, this correction must be made prior to the submittal of their proposal of qualifications.

Suspension and Debarment

To be eligible to submit a proposal, a bidder must not be listed as an ineligible

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person on the U.S. Department of Health and Human Services Office of Inspector General's List of Excluded Individuals/Entities from federal programs. The Office of Inspector General defines an ineligible person as any individual or entity that is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs. They are also defined as any individual or entity that has been convicted of a criminal offense related to the provision of health care items/services and who has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility. VCBH will not review a proposal submitted by an individual or entity on the list mentioned above.

VCBH plans to use the following link to identify individuals and entities that are not eligible to contract with VCBH: <http://exclusions.oig.hhs.gov/>. Each bidder should verify that they are not on the list prior to submitting a proposal by using the link above or the bidders sanction check provider. If a bidder is erroneously listed on the sanction list, they will be responsible for correcting the error prior to the submittal of their proposal.

VCBH requires that all potential contract entities self-disclose any pending charges or convictions against them or any individual with their organization for violations of criminal law, any sanctions, and any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs).

If a contractor and/or individual within the contractor's organization becomes an ineligible person after VCBH has executed a contract with the entity/individual, the contractor/individual shall be removed from any responsibility and involvement with the VCBH contracted obligations that are related to federal or state health care programs/funding.

Vendor Required Experience

Two (2) years' experience in operating and providing SUS ATOD Prevention services desired as described in Section 3. In their proposals, respondents will need to detail services they have provided that are similar to the services outlined in this RFP without a plan of correction or contract failures.

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1.9 Bidder Bonfire Support

Any technical questions or issues related to the use of the Bonfire System may be sent to support@gobonfire.com.

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2.1 Submittal Deadline

Completed proposals should be submitted through the Bonfire System (<https://ventura.bonfirehub.com/opportunities/95913>) no later than 5:00 p.m., August 21, 2023.

Bidders are allowed to submit more than one proposal with different methods of meeting the RFP requirements. If a bidder submits more than one proposal, one proposal must be marked “Base Proposal” and the others shall be marked “Alternate Proposal 1”, “Alternate Proposal 2”, etc. Each base proposal and alternate proposal shall be submitted in accordance with the terms and conditions of this RFP.

Bidders are responsible for making certain their proposals are received on or before the proposal submittal deadline. The receiving time in the Bonfire System will be the governing time for acceptability of proposals---no late submittals will be allowed.

2.2 Proposal Response

Bidders must submit their proposals and all required information and forms by the submittal deadline. Proposals failing to provide complete information may be deemed non-responsive. Bidders should keep copies of their submittals for future reference.

2.3 Modification of Proposals

If a bidder wishes to make modifications to a proposal that has already been submitted to VCBH through the Bonfire System, they must withdraw the proposal to make the modifications. All modifications must be made and submitted in accordance with the terms and conditions of this RFP. **It is the responsibility of the bidder to ensure that modified proposals are resubmitted through the Bonfire System before the submittal deadline.** Proposals cannot be changed or modified after the submittal deadline.

2.4 Opening of Proposals

Proposals will not be opened publicly. However, a list of the names of the organizations that submitted a proposal will be available within a reasonable time after the submittal deadline. Proposals will be made public and may be inspected at the time of award.

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2.5 Examination of the RFP

Bidders should carefully examine the entire RFP, any addenda thereto, and all related materials and data referenced herein or otherwise available to the bidder.

Bidders shall be presumed to be familiar with all specifications and requirements of this RFP. Failure or omission to examine any form, instrument or document shall in no way relieve bidders from any obligation with respect to this RFP.

2.6 Proposal Validity

Proposals submitted hereunder shall be firm for one hundred and twenty (120) calendar days from the due date and through the initial twenty-one (21) month period of operation.

2.7 Proposal Content/Format

To be considered responsive, proposals should address all items identified in this RFP. Proposals should be prepared in such a way as to provide a straightforward and concise discussion of the bidder's ability to provide the services described in this RFP and meet the needs of VCBH.

Please note that some RFP questions require that the bidder provide a detailed response and/or attachments. Failure to provide a complete response may be grounds for the rejection of a proposal. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness/clarity of content.

In order to facilitate the evaluation and comparison of all submitted proposals, bidder proposals should be submitted in the format described in this RFP. Specifically, each section and all attachments should be clearly labeled. Format instructions must be adhered to; all RFP requirements and requests for information in the proposal must be responded to; all requested data must be supplied. Failure to comply with this requirement may be cause for rejection.

2.8 Costs Incurred in Responding

VCBH will not pay any costs incurred in proposal preparation, presentation, demonstration, or negotiation. Nor does VCBH commit to procure or contract for any services. All costs of proposal preparation shall be borne by the bidder. It is understood that all proposals, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation will

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become the property of VCBH when submitted to VCBH and may be considered public information under applicable law. VCBH assumes no liability for any costs incurred by bidders throughout the entire selection process.

2.9 Addenda

VCBH will issue written addenda to make changes, additions, or deletions to this RFP. Addenda will be sent to all known bidders that complete an intent to bid within the Bonfire System and said addenda will be made available through the Messages Section (see Public Notices subsection) of the Bonfire System at <https://ventura.bonfirehub.com/opportunities/95913>

It is the responsibility of each bidder to ensure that VCBH has their correct business name, address, and contact information on file in the Bonfire System. Any prospective bidder who obtains a copy of the RFP documents from any other source other than the Bonfire System is responsible for advising VCBH that they have said documents and that they wish to receive subsequent Addenda.

2.10 Confidential and Proprietary Data

All materials received relative to this RFP will be kept confidential, until such time an award is made, or the RFP is canceled, at which time all materials received will be made available to the public. All received proposals will be subject to the California Public Records Act, Government Code §6250. Under the California Public Records Act, VCBH may be obligated to provide a copy of any and all responses to this RFP, if such requests are made after the contract is awarded.

One exception to this required disclosure is information which fits within the definition of a confidential trade secret (Government Code section 6254(k)) or contains other technical, financial, or other data whose public disclosure could cause injury to the bidder's competitive position. If any bidder believes that information contained in its response to this RFP should be protected from disclosure, the bidder must specifically mark the pages of the response that contain the information. The County will not honor any attempt by the bidder to designate its entire proposal as proprietary.

2.11 Commitments, Warranty, and Representations

The proposal submitted in response to this RFP will be included as part of the final contract. Bidders are cautioned that if a contract is awarded as a result of this procurement process, any written commitment by a bidder within the scope of this procurement shall be binding upon the bidder whether or not incorporated into a contract document. Failure of the bidder to fulfill any such commitment shall render

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the bidder liable for liquidated or other damages due to VCBH under the terms of the contract. For the purpose of this procurement, a commitment by a bidder includes:

- Any modification, affirmation, or representation as to the above, which is made by a bidder in or during the course of negotiation.
- Any representation by a bidder in a proposal, supporting document, or negotiations about the services to be performed (regardless of the fact that the duration of such commitment may exceed the duration of the contract).

2.12 Proposal Validation/Evaluation/Award

Validation

Proposals will be checked for the information required to conform with this RFP. The absence of required information may be cause for rejection.

Evaluation

The successful bidders shall be chosen in accordance with, but not limited to, the following criteria:

1. Proven Performance

Bidders' background, experience, and organizational stability will be assessed. The evaluation will focus on each bidder's record of successful service and support to accounts of comparable size and environment. The ability of the bidder will be evaluated in terms of technical resources, staffing, and staff experience.

Client references will be contacted and their responses will become a part of the award/review process.

2. Compliance with Contract Terms and Conditions

The ability of the bidders to meet and abide by the contract terms and conditions set forth in the attached agreement without requiring modification to the agreement.

3. Support

Emphasis will be placed on each bidders' ability to service and support the needs of VCBH and the clients/families VCBH serves.

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Bidders’ organizational structure, staffing plan, and method for meeting the requirements of this RFP, in the most efficient manner possible, will be an important consideration.

4. Requirements/Specifications (plan and approach)

Proposals will be evaluated on the following: general quality and responsiveness to the terms, conditions, and time of performance, completeness and thoroughness, grasp of the work to be performed, approach to be used, and ability to meet the requirements/specifications outlined in this RFP.

5. Cost

The proposals will be evaluated on the basis of each bidders’ reasonableness of cost.

Using the evaluation criteria described above, proposals will be evaluated and scored on the basis of a 600-point scale, using the assigned weights listed below:

| Evaluation Criteria | Point Value |
|---|--------------------|
| Organization Profile and Qualifications | 20 |
| Staff Recruitment and Qualifications | 50 |
| Program Approach and Work Plan | 100 |
| Questions by Task (Attachment E) | 65 |
| Cultural Competency | 65 |
| Quality Assurance and Performance Measurement | 20 |
| Budget Request | 200 |
| Technical Requirements | 80 |
| Total | 600 |

Award

Contracts will be awarded to the bidders offering the most advantageous proposals after consideration of all evaluation criteria set forth herein. The criteria are not

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listed in any order of preference. VCBH will establish an Evaluation Committee that will be responsible for evaluating all proposals received in accordance with the evaluation criteria. The Evaluation Committee may also:

- Contact and evaluate the bidder's and any subcontractor's references
- Contact any bidder to clarify any response
- Contact any current users of a bidder's services
- Solicit information from any available source concerning any aspect of a proposal
- Seek and review any other information deemed pertinent to the evaluation process.

The summary of evaluation scores will not be released until after award of the contract. VCBH will not be obligated to accept the lowest priced proposals but will make an award in the best interests of VCBH after all factors have been evaluated. While VCBH intends to enter into contracts for these services, it will not be bound to do so. VCBH reserves the right to reject any or all proposals.

VCBH shall be the sole judge of the successful offers hereunder. VCBH reserves the right to award the contracts to bidders that might not have submitted the lowest total price and negotiate with any or all bidders. Bidders are advised that it is possible that an award may be made without discussion or any contact concerning the received proposals. Accordingly, proposals should contain the most favorable terms from a price and technical standpoint. **DO NOT ASSUME** that you will be contacted or afforded an opportunity to clarify, discuss, or revise your proposal.

Award will be by means of a written contract with the successful bidders. A Notification of Intent to Award may be sent to any selected bidder, but does not obligate VCBH to award the contracts until the completion of the entire RFP process. Award is contingent upon the successful negotiation of the final contract terms. Negotiations shall be confidential and not subject to disclosure to competing bidders unless an agreement is reached. If contract negotiations cannot be concluded successfully, VCBH may negotiate with the next highest scoring bidder or withdraw the RFP. County Board of Supervisor's approval is required for all contracts that exceed \$200,000.

Contractors shall not commence work until a meeting is held between representatives of the contractors and VCBH. The meeting will be held at VCBH, at a time and date to be established.

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2.13 Presentations

Bidders may be invited to make presentations to VCBH, if needed.

2.14 Site Visits

VCBH reserves the right to schedule site visits to bidders' facilities or current operational sites in order to assess the capability and ability of the bidders to fulfill their contractual obligations with VCBH.

2.15 Additional Information

If during the evaluation process, VCBH is unable to determine a bidder's ability to perform, VCBH has the option of requesting any additional information that VCBH deems necessary to determine the bidder's ability. The bidder will be notified and permitted five (5) business days to comply with any such request.

2.16 Errors/Defects in Proposals

If discrepancies between sections or other errors are found in a proposal, VCBH may reject the proposal. However, VCBH may at its sole option, correct any mathematical errors in price.

VCBH may waive any immaterial deviation or defect in a proposal. VCBH's waiver of an immaterial deviation or defect shall in no way modify the RFP documents or excuse the bidder from full compliance with the RFP requirements, if awarded a contract.

2.17 Rejection of Proposals

VCBH reserves the right to reject the proposal of any bidder who:

- Previously failed to perform adequately for the County or any other governmental agency within the previous twelve (12) months.
- Submits false, incomplete, or unresponsive statements in a proposal.
- Is in default on the payment of taxes, licenses, or other monies due to County.
- Submits a proposal that contains errors or discrepancies.

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2.18 RFP Cancellation

VCBH reserves the right to cancel this solicitation at any time, prior to the submittal deadline.

2.19 Protest Procedures

For a protest to be considered, the protest must be made in writing, signed by the bidder's authorized representative, and delivered to the VCBH Contracts Manager at 1911 Williams Drive, Suite 200, Oxnard, CA 93036. The VCBH Contracts Manager reserves the right to refuse to hear protestors who have not followed the procedures listed below.

The following conditions apply to proposal protest:

- a. Before Proposal Submittal Deadline. Protests of specifications, terms, conditions, or any other aspects of the RFP solicitation must be made before the proposal submittal deadline.
- b. After Proposal Submittal Deadline. Protests of award must be made, no later than five (5) calendar days after the aggrieved party knows or should have known of the facts giving rise to the protest.
- c. Protest Content. All protests must include the following information:
 - 1) The name, address, and telephone number of the protestor.
 - 2) The signature of the protestor or protestor's authorized representative.
 - 3) The RFP solicitation or contract number.
 - 4) A detailed statement of the legal and/or factual grounds for the protest.
 - 5) The form of relief requested.
- d. Protest Process
 - 1) If the VCBH Contracts Manager can resolve the issue, there is no further action required.

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- 2) If there is no resolution, the issue will be referred to the VCBH Administrative Services Division Manager for review and resolution. If the issue is resolved, there is no further action required.
- 3) If there is no resolution, the issue will be referred to the VCBH Director who will make a determination on the issue and render a determination. This determination will be final.
- 4) If there is no resolution, the protestor may appeal to the DHCS if the protestor meets all objective qualifications and it has reason to believe the county has an inadequate network of providers to meet beneficiary need and the protestor can demonstrate that it is capable of providing high quality services under current rates, and it can demonstrate arbitrary or inappropriate county fiscal limitations or that the contract was denied for reasons unrelated to the quality of the provider or network adequacy.
 - a. DHCS does not have authority to enforce State or Federal equal employment opportunity laws through this appeal process. If a protestor believes the county's decision not to contract violated State or Federal equal opportunity laws, the provider should file a complaint with the appropriate government agency.
 - b. A protestor shall have 30 calendar days from the conclusion of the county protest period to submit an appeal to the DHCS. The protestor must notify DHCS of its intent to appeal the county's decision by submitting the DMC-ODS Waiver Provider Selection Appeal Form located at http://www.dhcs.ca.gov/provgovpart/Pages/County_Resources.aspx. This form is to be submitted to ODSSubmissions@dhcs.ca.gov. Untimely appeals will not be considered. The protestor shall serve a copy of its appeal documentation on the county. The appeal documentation, together with a proof of service, may be served by certified mail, facsimile, or personal delivery.
 - c. The provider shall include the following documentation to DHCS for consideration of an appeal:

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- i. Proof of Service to county;
 - ii. County's solicitation document;
 - iii. Protestor's response to the County's solicitation document;
 - iv. County's written decision not to contract;
 - v. Documentation submitted for purposes of the county level protest;
 - vi. Decision from county level protest; and
 - vii. Evidence supporting the basis of the DHCS appeal.
- d. The county shall have 10 working days from the date set forth on the protestor's proof of service to submit its written response with supporting documentation to DHCS via email. In its response, the County must include the following documentation: (1) the qualification and selection procedures set forth in its solicitation documents, (2) the most current data pertaining to the number of providers within the county, the capacity of those providers, and the number of beneficiaries served in the county, including any anticipated change in need and the rationale for the change, and (3) the basis for asserting that the appealing protestor should not have been awarded a contract based upon the county's solicitation procedures. The county shall serve a copy of its response, together with a proof of service, to the protestor by certified mail, facsimile, or personal delivery within the same 10 working day timeframe.
- e. Within 10 calendar days of receiving the County's written response to the protestor's appeal, DHCS will set a date for the parties to discuss the respective positions set forth in the appeal documentation. A representation from DHCS with subject matter knowledge will be present to facilitate the discussion.
- f. Following the facilitated discussion, DHCS will review the evidence provided and will make a determination.
- g. Following DHCS' determination that the county must take further action pursuant to section f above, the county must

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submit a corrective action plan (CAP) to DHCS within 30 days. The CAP must detail how and when the county will follow its solicitation procedure to remedy the issues identified by DHCS. DHCS may remove the county from participating in the DMC-ODS Waiver if the CAP is not promptly implemented. If the county is removed from participating in the DMC-ODS Waiver, the county will revert to providing State Plan approved services.

- h. The decision issued by DHCS shall be final and is not appealable.

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3.1 Scope of Work

TASK 1 – Opioids and Illicit Drug Initiative: Prevention and Education

Proposals under this section should support VCBH-SUS by providing prevention and educational strategies to increase the awareness of opioids and fentanyl risks countywide. Provide activities with the goals of helping to lower prescription opioid misuse, deter the use of fentanyl and heroin, increase security and safe drug disposal options, and decrease drug demand through compelling and fact-based community outreach strategies for parents, educators, and community members regarding opioids and overdose risks.

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| Problem Statement | Misuse of opioids has resulted in a dramatic rise in fatal and non-fatal overdoses in recent years, as well as other serious harms associated with fentanyl and illicit drug use. |
| Goals | By Dec 31, 2026, decrease fatal opioid overdoses by 50% in Ventura County, compared to 2013. |

- Educational Outreach Strategies. Provide prevention outreach and education opportunities for parents, youth and seniors and other local residents, focusing on opioid safety and awareness of opioid risks. Educational activities will focus on opioid risks, protecting families, drug access, safe disposal of prescription medications, and how to talk with youth/adolescents about substance use and misuse. This includes prevention and education about fentanyl risks involving methamphetamine and other stimulant use in Ventura County’s communities and among youth.
- Opioid Awareness. In collaboration with VCBH-SUS and identified media and messaging providers, increase awareness of opioid misuse, as well as harm reduction and treatment options, by promoting opioid and fentanyl overdose risk awareness. Existing VCBH materials and campaign elements may be used, in addition to materials which may be proposed, developed and promoted for specific populations of risk. See www.VenturaCountyResponds.org for more information.
- Priority will be given to organizations that can document their ability to reach persons at elevated risk for overdose within the community, understand community-based

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organizations and agencies that serve individuals in underserved areas of the County for example:

- a) Libraries and Public Service settings
- b) Food pantries, Health Fairs and community event settings
- c) Locations where family members, friends, partners and other associates of persons who are opioid involved can be engaged.

Available Funds

Funding is estimated at a not to exceed of \$190,000 annually.

TASK 2 – Opioids and Illicit Drug Initiative: Naloxone Distribution and Overdose Response Training

Proposals under this section should support VCBH-SUS by providing data-driven overdose prevention education and rescue efforts throughout the county. Expansion of VCBH current overdose prevention and response resources, focus on communities at an elevated risk for overdose, overdose rescue kit distribution, data collection and management of all aspects of a naloxone distribution and response training program.

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| Problem Statement | Misuse of opioids has resulted in a dramatic rise in fatal and non-fatal overdoses in recent years, as well as other serious harms associated with fentanyl as part of illicit drug use. |
| Goals | By Dec 31, 2026, decrease fatal opioid overdoses by 50% in Ventura County, compared to 2013. |

Sustaining Overdose Prevention training for an estimated sixty (60) naloxone distribution sites, making standardized training available to VCBH clinics, contractors and VCBH staff. A key priority for VCBH is the development and maintenance of online and/or virtual training to support clinic locations and organizations to stay abreast of overdose response and naloxone distribution best practices for the VCBH program. Offerors of online/virtual programs must track and provide analytics of training completed in aggregate, along with proof of completion (certificate) for individuals who successfully complete training.

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1. Expand the number and nature of organizations offering overdose prevention training and naloxone distribution, including public agencies such as libraries and municipal transit systems, as well as private non-profit organizations meeting local community needs. Offerors of expansion training must include a description of identifying, screening, onboarding, training, and tracking organizations and their representatives/employees, as well as confirmation of learning. This may take the form of a quiz, scenario testing with demonstration of skills, or other method for ensuring that those who instruct others on overdose recognition and response using VCBH naloxone overdose kits are knowledgeable and competent to train.
2. Coordinate a lay naloxone distribution program, including naloxone administration training, data collection, and site-level fidelity checks. These naloxone distribution efforts require Overdose Prevention Program efforts to both clinical and non-clinical settings, for the efficient distribution of naloxone rescue kits to high-risk individuals who may not be connected to any direct treatment services. This lay naloxone program is NOT intended for naloxone distribution to law enforcement or syringe replacement program settings. To expand field outreach efforts and increase local distribution sites to meet the stated need, proposed plans should maximize reach to populations at risk of opioid overdose, and provide in-person training services in both English and Spanish.
3. Maintain data collection with the assistance of a Quality Assurance staff, the selected agency will be responsible for oversight over the Overdose Prevention Program inventory protocols and for ensuring data integrity standards for information about how and where naloxone kits were used to respond to an overdose. In addition, the proposal should provide a general plan for offering community presentations about overdose recognition and response for target audiences.
4. Naloxone will be provided by VCBH. VCBH will provide NARCAN® nasal spray naloxone or Kloxxado® nasal spray naloxone to qualified participating agencies, free of charge. VCBH will place medication orders for naloxone and will have naloxone stored in a central storage site at VCBH, for distribution to the agency(ies) awarded a contract through this RFP. Programs will be responsible for ensuring that required informational materials and harm-reduction supplies, such as fentanyl test strips, be provided and distributed to individuals at participating locations in accordance with VCBH guidelines.

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Technical Assistance and Direction of VCBH

VCBH will continue to provide technical assistance to programs on a variety of issues, including, but not limited to:

- Support with policy and procedures
- Staff training
- Community engagement support
- Inventory management
- Expanding distribution to other sites or programs
- Campaign development
- Publications support
- Training systems and materials
- Data Collection Forms

Available Funds

- Funding is estimated at a not to exceed of \$250,000 annually.

TASK 3 – Opioids and Illicit Drug Initiative: Engaging Medical Professionals to Reduce Overdose

Proposals under this section should support VCBH-SUS by providing prevention and education strategies to increase awareness of opioids and fentanyl risks countywide among licensed health professionals. This task requires a focus on education and collaboration with medical professionals and the systems in which they operate, to increase awareness of the overdose problem, enhance prescriber and counselor skills for engaging consumers, and providing professional development and Continuing Medical Education (CME) for local primary care physicians, using incentives for Medication for Addiction Treatment (MAT) practices consistent with CDC prescribing guidelines, effective referral to specialty care when indicated, as well as co-prescribing of naloxone and promotion of non-narcotic pain management strategies.

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| Problem Statement | Misuse of opioids has resulted in a dramatic rise in fatal and non-fatal overdoses in recent years, as well as other serious harms associated with fentanyl and illicit drug use, often among persons who are under care of a licensed physician. |
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| Goals | By Dec 31, 2026, decrease fatal opioid overdoses by 50% in Ventura County, compared to 2013. |
|-------|--|

VCBH-SUS seeks to provide high-quality, research-supported training for health professionals on the use of Best Practices for Prescribing Opioids and Medication for Opioid Use Disorders, as well as scenarios and scripts for engaging opioid-involved persons within primary care settings. Service proposals should include plans to reach Ventura County licensed prescribers of opioid medications, including, at minimum:

- Controlled Substance Utilization Review and Evaluation System (CURES) Utilization – Understanding the benefits and legal compliance of the CURES 2.0. The interactive CURES database provides the highest level of prescription drug monitoring available. It discourages “doctor shopping,” reduces overprescribing, contains information on the prescribing and dispensing of controlled substances, including opioids, and protects patients who require painkiller medication.
- Education on Safe Prescribing Practices and Medication for Addiction Treatment (MAT) within primary care or specialty care settings, with adherence to the Centers for Disease Control and Prevention (CDC) published guidelines for managing medications, engaging patients about risks, titrating or ‘stepping down’ opioid levels over time, and associated care strategies.
- Coordination with the VCBH – SUS Medical Director on health systems, provider networks, and key content to effectively involve local licensed professionals after changes in policy with the Drug Enforcement Administration.

Available Funds

- Funding is estimated at a not to exceed of \$215,000 annually.

TASK 4 – Addressing Health Disparities Initiative

Proposals under this section should support VCBH-SUS by identifying populations at elevated risk for substance misuse problems, increase local data available describing the community needs and resources among vulnerable sub-populations, and documenting risk and protective factors, sharing findings of community needs and resource assessment activities, and developing community-supported interventions.

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| <p>Problem Statement</p> | <p>Health disparities exist between groups locally and are attributed in part to differences in economic status, geographic setting, racial/ethnic identity, as well as social and linguistic isolation. Stimulant, opioid, and alcohol misuse (consumption) and related consequences for vulnerable sub-populations require nuanced and culturally competent community health promotion.</p> |
| <p>Goal</p> | <p>Using local data available describing the community needs and resources among vulnerable sub-populations, provide informational and educational strategies to reduce risk factors and increase protective factors for at least on group.</p> |

Requested services consist of identifying community factors which contribute to differences in health status, with special emphasis on the interrelationships of local economic and social conditions, substance exposure, substance use, and increased risk for problems among certain populations, and implementing countermeasures. This initiative has high levels of un-assessed risk, few known protective factors, but also is likely to have feasible local interventions, once contributing factors are documented. For example, substance use risk among field workers is well known, but contributing factors and local strategies to reduce risk factors and increase protective factors are largely untried or undocumented.

Therefore, proposals should offer services which not only document disparities, but provide insights into how and why some groups are more vulnerable to substance use and its consequences, so that culturally- and linguistically-informed prevention services can be developed and deployed.

- Engage persons of diverse backgrounds in projects which examine local substance use risk among historically underserved and/or stigmatized populations, including communities of color and those who do not speak English as a first language.
- Identify and make use of local data sources that indicate risk factors, community needs, protective factors and measure outcomes among multiple subpopulations residing within Ventura County. Data collected and presented should incorporate both quantitative and qualitative indicators.

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- Provide a work plan for culture- or community-specific Prevention and Education Outreach, expanding drug awareness in culturally informed ways to at-risk and underserved populations and/or communities.
- As feasible, address environmental, structural or policy factors which contribute to risk and identify preventative strategies to alter these factors in favor of health.
- Launch awareness campaign(s) to reach members of these high-risk populations and provide metrics on efforts to alter both risk and protective factors among high-risk groups, sub-populations, neighborhoods, families and/or communities.

Available Funds

- Funding is estimated at a not to exceed of \$130,000 annually.

TASK 5 - Marijuana & Vaping Prevention Initiative

Proposals under this section should support VCBH-SUS by (1) providing county level baseline data reports describing the local policy and commercial cannabis landscape, including health and safety indicators related to cannabis and vaping in Ventura County, (2) develop and launch engaging education efforts using e-media messaging to youth, parents and other adults about marijuana risks, (3) reach local community stakeholders, enforcement personnel, planners and others to learn from national and regional experts on proven cannabis industry controls, (4) develop and provide in-classroom, and in-community presentations for reducing harms to youth, and (5) share the science on cannabis use and the developing teen brain, to include vaping prevention and educational outreach presentations

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| Problem Statement | Youth and young adults have easy access to marijuana and use it non-medically with increasing frequency, in more potent forms, and in a growing number of community settings, despite serious potential health and safety harms. |
| Goal | Reduce current (last 30 day) non-medical marijuana use among local youth by 5% compared to 2020 levels. |

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- Provide Prevention Outreach related to marijuana use and vaping harms to reach both parents and youth, using research-based content approved by VCBH to use in community education activities.
- Develop and launch engaging education efforts using e-media messaging to youth and parents and other adults about marijuana risks. Provide in-classroom, and in-community presentations and materials sharing the science of marijuana and the developing brain.
- Strategies for retail policy and engagement. Collaboration with local community stakeholders, policymakers, planners and others to address local policy related to cannabis and vaping.

Youth and young adults have easy access to marijuana and use it non-medically with increasing frequency, in more potent forms and in a growing number of community settings, despite potential health and safety harms. VCBH's goal is to reduce current non-medical marijuana use among local youth.

Available Funds

- Funding is estimated to be between a not to exceed of \$50,000 and \$80,000 annually.

TASK 6 - Underage and Binge Drinking Prevention Initiative

Underage and Binge Drinking prevention remains a priority, especially after changes in alcohol availability, consumption patterns and consequences during the COVID-19 pandemic emergency. Some high school and college trends continue to glamorize excessive drinking with large quantities consumed with the express purpose intoxication, i.e., #BORG.

Proposals under this section should support VCBH-SUS to: (1) develop strategies to reduce underage drinking in commercial, public, and social settings, (2) collaborate with local agencies to ensure that local underage and binge drinking prevention policies, including Social Host laws, will be actively enforced by local jurisdictions, (3) collaborate with local law enforcement agencies to ensure continued underage drinking enforcement, including retailer compliance and civil penalties as provided by law, and/or (4) carry out specialized in-service or staff development training for school personnel emphasizing strength-focused prevention, including campaigns emphasizing alcohol-free student success.

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VCBH welcomes proposals using combinations of proven prevention strategies to affect availability, access, heavy use and to limit consequences of alcohol use among youth.

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| Problem Statement | Underage drinking is common and youth continue to have easy access to alcohol in retail, public and social settings, often focusing on excess consumption with dangerous consequences. |
| Goal | Reduce underage binge drinking in commercial, public and social settings, using CSAP strategies. |

- Provide underage drinking prevention outreach for parents and youth.
- Advance strategies for community engagement and retail policy enforcement.
- Collaborate with local law enforcement agencies to refine and ensure vigorous enforcement of Social Host Ordinances, assessing civil penalties for party hosts.
- Expand education and media efforts around the problem of underage drinking focusing on retailer compliance and risks of both civil and criminal consequences.
- Coordinate with police and Sheriff’s Office regarding media about on-sale and off-sale access by youth (21 and under); shoulder tap events, minor decoy operations.
- Carry out specialized in-service and/or staff development training for school personnel by request, emphasizing strength-focused prevention approaches.

Available Funds

- Funding is estimated at a not to exceed of \$150,000 annually.

TASK 7 - Impaired Driving Prevention Initiative

Impaired Driving is common and poses direct health and safety risks to Ventura County residents. The patterns of “drunk and drugged driving” locally have given rise to a strong set of countermeasures and collaborations which can be used to drive down the roadway risk. VCBH seeks proposals which will alter the settings, circumstances and occasions which lead to impaired driving, including focus on the needs and risks for communities of color—including Latinos—facing challenges with respect impaired driving.

Proposals under this section should support VCBH-SUS goals of reducing impaired driving among Ventura County youth and adults. Increase education and awareness of

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harms associated with impaired driving, expand drugged driving and poly-drug DUI prevention and awareness through outreach to targeted populations within settings or circumstances which may lead to DUI. Requires (1) collaboration with law enforcement agencies for increased enforcement of existing laws and addressing problem establishments, (2) participation in local DUI Roundtable convened by the Office of the District Attorney, and (3) possibly engaging “problem outlets” to implement proper service, compliance with state and local regulations, promoting safe sales and transportation best practices.

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| Problem Statement | Every year, hundreds of people are injured, and thousands are arrested due to DUI—an illegal behavior creating serious health and safety harms to drivers, passengers and the general public. |
| Goal | Reduce impaired driving among Ventura County youth and adults, using proven methods for shaping expectations. |

- Increase education and awareness of harms associated with impaired driving through the development of media campaigns.
- Expand drugged driving and poly-drug DUI Prevention Campaigns.
- Collaboration and outreach to colleges and universities to reach key target ages.
- Collaboration with agencies to increase enforcement of existing laws and address problems associated with over-service and over-consumption.

The selected applicants under this initiative will coordinate all aspects of community coalition and /or agency efforts to enhance local alcohol and drug prevention efforts by participating in policy advocacy to protect public safety, and changing social norms to favor community health. Groups will engage the community, effectively utilize media advocacy and other community education strategies in pursuing health and safety goals.

Available Funds

- Funding is estimated to be between a not to exceed of \$75,000 and \$95,000 annually.

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TASK 8 - TECHNICAL ASSISTANCE AND TRAINING SERVICES

VCBH seeks Technical Assistance and Training Services to advance the multi-year VCBH-SUS SPP 2017-2022. Refer to Bonfire System Public File Section – ATTACHMENT 1.

Proposals under this section may support one or multiple initiatives and objectives in support VCBH-SUS by providing professional technical assistance and training in furtherance of objectives identified in the multi-year VCBH-SUS SPP 2017-2022.

Bidders must clearly demonstrate Qualifications, Areas of Expertise, and Services Offered, which will enhance or guide direct services described under the Prevention Services described in Section 1. Services may include, but are not limited to:

- Monitoring, research and analysis of substance use as it relates to risk perception, policy and substance use indicators under each initiative.
- Providing technical support, writing, and content expertise on policy and prevention research to VCBH management, staff, countywide collaborators and/or contract providers, related to one or more of the Prevention Services initiatives.
- Use of new media, social media, and various platforms to successfully reach populations at elevated risk for illicit consumption and/or substance misuse.
- Local application of professional expertise related to local, state and national policies and trends, for example, addressing vaping of tobacco, cannabis or other products.
- Training of licensed health professionals, licensed alcohol outlet staff, school district administrative staff, and managers of other agencies where substance use and its consequences pose health and safety risks identified in the SPP.
- Facilitating implementation of recommended best practices in the prevention field, including opioid abuse suppression, alcohol and cannabis abuse prevention, and related services.

Scope of Services Requested - Technical Assistance and Training Services

In support of the VCBH-SUS SPP, the County seeks prevention providers (bidders) to perform the following Technical Assistance and Training Services:

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1. Gather, analyze and present multiagency data indicating the nature, extent and trends of Rx drug, fentanyl, and heroin use problems in Ventura County.
2. Provide training for health professionals on the use of Best Practices for Prescribing Opioids. Provide a prescriber education series on safe prescribing practices within primary care or specialty care settings.
3. Provide consultation and technical assistance to support strategic Prevention research and policy for substance abuse prevention.
4. Provide training and presentations about the intersection of substance use, social media and risk of suicide, including coordination with evidence-based suicide prevention efforts incorporating drug use risk factors.
5. Coordinate research, tracking and analysis of medical and non-medical marijuana-related trends, youth prevention strategies, and policies of local, state and federal governments.
6. Monitor, analyze and reduce marijuana access, availability and abuse locally, especially among youth, and to document and report changes in obtainability, risk perception, policy and substance use indicators – providing relevant local findings about the magnitude and nature of marijuana problems across Ventura County.
7. Monitor, analyze and report major local, state, and national news, professional journals and institutional resources to track and report on marijuana data, trends and policy responses for possible applicability to Ventura County jurisdictions.
8. Provide expert technical assistance and training regarding strategies for controlling local alcohol and drug availability.
9. Provide technical assistance and model policy development regarding municipal strategies for managing products containing tobacco, nicotine, and marijuana.
10. Provide expert technical assistance and training regarding strategies for addressing health outcomes among racial/ethnic groups.
11. Provide on-site trainings, professional development, and capacity-building for local secondary school staff and administrators, and other collaborating agencies.
12. Provide training on indicated prevention services and school-based best practices to match area secondary school needs and resources;
13. Track progress and produce reports on efforts to improve school-based and community prevention service systems.

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Available Funds

- Funding is estimated to be between a not to exceed of \$50,000 and \$150,000 annually.

TASK 9 - MEDIA AND PREVENTION MESSAGING SERVICES

Successful community change efforts require population-specific marketing and media services to reach targeted groups locally; a requirement which relies upon subject matter expertise in drug prevention, consistent with the adopted multi-year VCBH-SUS SPP 2017-2022. Refer to Bonfire System Public File Section – ATTACHMENT 1.

VCBH seeks the assistance of agencies with experience in Prevention Media and Messaging Services.

Proposals should address multiple initiatives (e.g., opioids and illicit drugs, cannabis awareness and misuse prevention) with demonstrated experience in media campaigns for health promotion at the local or regional level.

. Proposals under this Task must include:

- Substance Use Prevention campaign design and implementation
- Digital and print media strategies to influence knowledge and behavior.
- Media purchasing and placement services specific to Ventura County

Scope of Services Requested – Media and Prevention Messaging Services

The agency selected will work very closely with VCBH-SUS to provide media services in support of all Prevention Services Initiatives campaigns. The selected agency will:

1. Provide media planning, buying and production services across all types of media.
2. Work closely, on a weekly basis, with VCBH SUS management and their staff.
3. Develop a strategy for media buying services that relate to the Prevention Services Initiatives. These include the following: TV, print, radio, digital media buying services, overall campaign.
4. Provide audience identification, budget parameters, negotiations with media outlets, placement of ads, and verification and post-buy analysis.
5. Develop media campaign and media purchase plans with and for VCBH for each initiative, using market and media research.
6. Provide monthly and annual performance reports for all media campaigns.
7. Monitor, analyze and report on executed campaigns, both purchased and earned.

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8. Utilize the most efficient combination of advertising media to meet strategic goals in coordination with, and under the direction of, VCBH-SUS Management.

Available Funds

- Funding is estimated at a not to exceed of \$350,000 annually.

TASK 10 - PREVENTION RESEARCH AND EVALUATION SERVICES

VCBH requires well-qualified prevention evaluators with demonstrated expertise in the application of the State-required SPF, and with particular emphasis on local research and evaluation activities associated with the multi-year VCBH-SUS SPP 2017-2022. Refer to Bonfire System Public File Section – ATTACHMENT 1.

These services MUST include experience with community and program-level needs assessment and the establishment of outcome indicators using a Logic Model and formal Evaluation Plan consistent with the SAMHSA Strategic Prevention Framework process. Proposals should include a statement of experience in using multi-source, multi-method approaches to measuring and tracking community health problems. Priority will be given to applicants who can:

- Demonstrate Analytic Expertise. Technical rigor and expertise in a range of quantitative and qualitative research methods.
- Demonstrate Familiarity with Prevention. Have worked in the fields of substance use disorders, mental health promotion, prevention services, and public health fields preferred.
- Link Services to Identified Local Initiatives. Data and Statistical Analyses and Report Development to Advance Strategic Substance Use Prevention Initiatives described above and within the multi-year VCBH-SUS SPP 2017-2022. Refer to Bonfire System Public File Section – ATTACHMENT 1.

Scope of Services Requested - Prevention Research and Evaluation Services

In support of the VCBH-SUS SPP, the County seeks prevention providers (bidders) to perform the following:

1. Develop methodologies for data collection and analysis to help address vaping and other emerging drug trends.

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SUS ATOD PREVENTION SERVICES RFP SCOPE OF WORK/PROPOSAL
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2. Provide ongoing statistical analyses and report development to support VCBH-SUS SPP.
3. Collaborate with VCBH on trend analysis and data collection for various prevention initiatives.
4. Provide data and statistical analyses and report development to advance strategic alcohol, tobacco, and drug prevention efforts.
5. Provide technical assistance and application of ArcGIS Software, Geo-Spatial Analyses, and Mapping Software application to inform prevention.
6. Conduct analyses on overdose prevention data sets countywide, working closely with other agency collaborators.
7. Build enhanced data collection, monitoring/tracking, analysis and report structures to capture overdose prevention indicators and outcome metrics.
8. Assist VCBH in determining interagency efforts related to opioid and illicit drug initiative, including data collection, analysis, and presentation strategies.
9. Develop tools, including surveys, tracking logs and evaluation forms to document impacts and outcomes of interventions countywide.
10. Provide ongoing evaluation reports, issue briefings, and data tables and graphs for sharing with collaborating agencies, in support of SPP objectives.
11. Provide ongoing consultation and research to support VCBH in planning and implementation of prevention strategic initiatives.

Available Funds

- Funding is estimated at a not to exceed of \$360,000 annually.

TASK 11 - SCHOOL BASED PREVENTION SERVICES

VCBH seeks to expand available student support programs. District-level programs designed to address substance use and related challenges for students, using strength-based approaches which deliberately involve families in developing student success plans as part of a district-level Student Assistance Program (refer to following link).

See: <https://www.cde.ca.gov/ls/he/at/sap.asp>

Be sure to include:

- Planning of workshops and trainings for school staff, administrators, educators, counselors, school nurses, and community partners.
- Coordination of alcohol and drug related awareness presentations to youth, parents and staff.
- Coordination of ongoing community outreach opportunities.

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- Collaboration with local partner agencies for family education or referral specialty Services.

Under this category, school districts will work with VCBH-SUS Management and identified contractors to implement the Brief Risk Reduction Interview and Intervention Model for addressing social-emotional needs of students referred to a Student Assistance Program. See <https://www.venturacountylimits.org/student-assistance-programs>

School districts should describe how they will accomplish the following **REQUIRED** objectives, 1-3, below:

1. Create district-level capacity for operating a Student Assistance Program using best practices for alcohol and drug prevention to increase protective factors for prevention/delayed onset of substance use.
2. Create district-specific policies and procedures for the implementation of BRRIM which must include faculty and staff education, referral processes, and uniform protocols for SAP implementation and data tracking of student and family outcomes.
3. Report progress through documentation and evaluate impacts on youth, families and the VUSD in cooperation with VCBH and identified training and technical assistance.

Available Funds

- Funding is estimated at a not to exceed of \$180,000 annually.

3.2 RFP Proposal Questions and Budget Request

Bidders responding to this RFP shall demonstrate their ability to implement, manage, and evaluate the performance of the program described in this RFP. Proposals shall include a response to the following areas of interest/questions:

I. Organization Profile and Qualifications (Limited to 2 pages of text)

Bidders must provide an organization profile. The profile must include the following information:

- a. Company name, address, and telephone number. Please ensure that you provide your company's legal entity name.
- b. Organization ownership. If incorporated, the state in which the organization is

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- incorporated and date of incorporation.
- c. Location of the organization's offices.
 - d. Location of the office servicing any California contracts.
 - e. Number of employees both locally and nationally.
 - f. Location(s) from which employees will be assigned to the VCBH contract.
 - g. Name, address, and telephone number of the bidder's point of contact for the contract that results from this RFP.
 - h. Organization background/history.
 - i. Experience, qualifications, and length of time operating the type of services described in this RFP. Please provide a description of the type of services that were provided, including the number of staff, location of services, and date the services were provided. A minimum of two (2) years' experience providing the type of services described in this RFP is required to submit a proposal.
 - j. The bidder must also include a complete disclosure of any alleged significant prior or ongoing contract failures. Disclosure of any alleged significant prior or ongoing plan of correction and contract failures, any past or pending civil or criminal litigation or investigations which involve the Bidder or which the Bidder has been found guilty or liable. VCBH also requires that all potential contract entities self-disclose any pending charges or convictions against them or any individual with their organization for violations of criminal law, any sanctions, and any disciplinary actions by any federal or state law enforcement agency, regulatory agency, or licensing agency (including exclusion from Medicare and Medicaid programs). Failure to fully comply with this provision may disqualify a proposal.

VCBH reserves the right to reject any proposal based upon the bidder's prior history with the County or with any other party based on their prior unsatisfactory performance, criminal, adversarial or contentious behavior, significant failure(s) to meet contract milestones, or other significant contractual failures.

II. Staff Recruitment, Qualifications, and Productivity (Limited to 4 pages of text)

In this section, the bidder shall respond to the following questions:

- a. Provide descriptions of each position you propose to fund under this proposal and the tasks/workload that they will complete in support of the contracted services.
- b. Describe your plan to manage staff. What positions will be created/added to perform this work? How will responsibilities be organized and overseen?

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- c. If your organization plans to sub-contract work, indicate the name and address of the organization, type of work, and tasks they will perform. Identify the staff to be assigned, their position, qualifications, and representative experience.

III. Program Approach and Work Plan (Limited to 7 pages of text)

In this section, the bidder shall respond to the following items:

- a. Describe your program implementation plan. Include information related to your organizational transition timeline, implementation process, and training needs.
- b. Describe specifically how services you propose to provide can advance the goals and objectives of the Strategic Prevention Plan and defined in this RFP. Which objective(s) will your proposed services help to achieve? Please include details regarding all program/service components and goals. Please detail how you will align services with VCBH's vision for service provision as detailed in Section 3.1.
- c. Describe how supervision, management, and support for the day to day program operation will be provided.
- d. Describe the research or practical basis of your proposal, including the use of evidence-based programs (EBP) or proven strategies.

IV. Questions by Task (Limited to 5 pages of text per Task)

In this section, the bidder must submit a written narrative proposal for one or more of the Task areas that answers all the questions in the topics provided in Attachment E in Bonfire System Public File Section.

V. Cultural Competency (Limited to 2 pages of text)

In this section, the bidder shall:

- a. Describe how their organization will work to establish a program that is culturally and linguistically competent (aligned to the population of Ventura County).
- b. Describe any potential challenges to establishing a program that is culturally and linguistically competent and how these challenges will be addressed.
- c. Describe how adherence to the principles of strength-based, client, and family-driven services and programming will be routinely assessed and improved upon.

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VI. Quality Assurance and Performance Measurement (Limited to 2 pages of text)

In this section, the bidder shall:

- a. Describe what will be the process for collecting, organizing and documenting program or project activities? How will you gauge progress toward established objectives?
- b. Describe how you will ensure timely reporting of monthly progress to accompany invoices for monthly payment. Who will be the point of contact for your organization to ensure monthly reporting of services are properly documented?

VII. Budget Request (Limited to 3 pages of text, plus Attachment A in Bonfire System Public File Section)

To assist VCBH in determining the potential cost of a bidder's services, bidder's must use Attachment A to submit budgets and supporting schedules that respond to the staffing guidelines, training, supervision, management, and services detailed in this RFP. Respondents are to submit a budget narrative and two budget proposals that respond to the requirements detailed in this RFP, and which covers an eighteen (18) month period with the option for four (4) additional one-year extensions.

- a. Year one (1): The budget timeline is for a six (6) month period, January 1, 2024 through June 30, 2024. VCBH recognizes that the selected provider will need to conduct various start-up activities in advance of and in preparation for program services delivery, therefore, the Year 1 budget should include a start-up budget and an operational budget. Both a start-up budget and regular operational budget template are provided in Bonfire System Public File Section - Attachment A.
- b. Year two (2): The budget timeline is for a twelve (12) month period, July 1, 2024 through June 30, 2025. The Year 2 budget should reflect a fully operational services budget. Expenses are to detail staffing, direct operational expenses and indirect expenses.
- c. Indirect expenses are not to exceed 15% of direct expenses and should include expenses that are not tied to the direct provision of client services. For each budgetary line item, in the cost assignment explanation column of the budget tab of Attachment A, include a description of the item, your calculations, annual amount, and any additional information that justifies the expense.

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- d. See Bonfire System Public File Section - Attachment A for the applicable schedules.

VCBH reserves the right to adjust the cost and content of the actual program with the selected Bidder. By submitting an offer under this RFP, the Bidder warrants its agreement to the budget proposal. No additional charges/expenses will be allowed unless specified within the proposal response and budget.

3.3 Required Proposal Information

Please ensure that your proposal has the following information and structure:

1. Cover Letter/Signature on Proposal (Limited to 1 page of text)

A cover letter, which shall be considered an integral part of the proposal, shall be signed by the individual(s) who is/are authorized to bind the bidder contractually. The signature(s) must indicate the classification or position that the individual(s) hold in the bidder's organization.

The cover letter shall designate a person or persons who may be contacted during the period of evaluation with program/fiscal questions or contract issues. Include the contact name(s), type of questions/issues they can respond to, title, address, telephone number, fax number, and email address.

The cover letter shall be on the bidder's company letter head with the legal name of the company that VCBH would be contracting with.

2. Executive Summary (Limited to 1 page of text)

Please provide an executive summary of your proposal that clearly shows that your organization is qualified to perform the services described in this RFP and that you fully understand the multiple components of the RFP.

3. Response to the RFP Proposal Questions and Budget Request (Limited to 20 pages, plus supporting documents)

Please provide a response to the RFP proposal questions that are listed in Section 3.2 of this RFP. Bidder's responses shall address each item in the order given, identify each response by item letter, and include any attachments that are requested. Submit a full explanation of, and justification for, any exemptions or deviations.

**SECTION 3.0
SUS ATOD PREVENTION SERVICES RFP SCOPE OF WORK/PROPOSAL
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4. **Financial Statement** (Limited to 1 page of text plus supporting documents)

Bidders must provide a current and prior year financial statement or their latest annual report. Bidders shall make a definitive statement regarding their financial ability to perform the requirements hereunder.

5. **References** (Limited to 1 page of text) (see/use Attachment C in Bonfire System Public File Section)

Bidders must provide a minimum of three (3) references from similar projects performed within the last three years. Information provided shall include:

1. Organization name
2. Project Manager name and telephone number
3. Project description
4. Project dates (starting and ending)
5. Staff assigned to the project and who will be assigned to the VCBH contract per this RFP
6. Dollar value of contract

6. **Business Continuity Plan** (Limited to 1 page of text)

Please provide a short description of the plans and procedures your organization has in place to keep operations running smoothly in the event that: (1) one of your key staff members is on vacation or is temporarily or permanently incapacitated and/or (2) a natural or man-made disaster occurs that disrupts operations and/or (3) disruptions to operations due to COVID-19.

7. **Bidder Understanding** (Limited to 1 pages of text)

Bidders may include an understanding of VCBH's needs or any other information deemed necessary which may not be required in any other section of the RFP.

8. **Requirements** (Limited to 2 page of text)

Bidder shall state on a **point-by-point** basis whether proposal is in compliance with the requirements/specifications of the RFP (Section 3.3). A full explanation of and justification for any exemptions or deviations must be provided in this section.

**SECTION 3.0
SUS ATOD PREVENTION SERVICES RFP SCOPE OF WORK/PROPOSAL
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9. Compliance with County Standard Contract Terms and Conditions
(Limited to 3 pages of text)

Bidders shall review the standard contract (see section 4.1 and Attachment B) and state their acceptance of the contract terms as presented. Any comments, deviations, or exceptions to this contract must be provided in your proposal. Precise substitute wording must be offered in place of any section objected to. It is not sufficient to state merely that an exception is noted to a particular section. Deviations considered excessive by the County may reduce or eliminate a Bidder.

10. Payment Terms (Limited to 1 page of text)

Customary payment terms are Net 45 days for work performed. Bidders shall indicate their acceptance of these payment terms.

11. Non-Collusion Affidavit

Bidder proposals must include a signed Non-Collusion Affidavit that is provided in Attachment D in Bonfire System Public File Section (see section 4.6 for more information).

**SECTION 4.0
SUS ATOD PREVENTION SERVICES RFP CONTRACT TERMS AND CONDITIONS**

4.1 Compliance with VCBH Contract Terms and Conditions

The successful bidder will be required to enter into a written contract with VCBH for the services described in this RFP. The County's standard contract (see Attachment B) shall form the basis for any contract entered into hereunder. Please review the attached contract prior to submitting your proposal. Any comments or exceptions to this contract must be included in your proposal.

4.2 Insurance Requirements

The successful bidder shall acquire and maintain all insurances described in Section 9 of the standard contract (see Attachment B).

4.3 Permits

Unless otherwise provided herein, the successful Bidder shall:

- Obtain business license and incorporation documentation necessary for the performance of the contract.
- Pay all charges and fees necessary for the performance of the contract.
- Give all public notices necessary for the lawful performance of the contract.

4.4 Contract Term

VCBH will contract with the successful bidder for 18 months with the option for one additional one-year extension. Continuation of the contract is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds for such continued payment are not appropriated, VCBH may terminate the contract and contractor will relieve VCBH of any further obligation.

4.5 Payment Terms

Customary payment terms are Net 45 days for work performed.

4.6 Non-Collusion

If there is reason to believe that collusion exists among the bidders, VCBH may refuse to consider proposals from participants in such collusion. No person, organization, or corporation under the same or different name, shall make, file, or be interested in more than one proposal for the same work unless alternate proposals are called for. A person, organization, or corporation that has submitted a sub-proposal to a Bidder, or who has quoted prices on materials to a bidder, is not thereby disqualified from submitting a sub-proposal or quoting

SECTION 4.0

SUS ATOD PREVENTION SERVICES RFP CONTRACT TERMS AND CONDITIONS

prices to other bidders. Bidders shall submit with their proposal an executed Non-Collusion (see Attachment D in Bonfire System Public File Section).

Ventura County Behavioral Health

**SUBSTANCE USE SERVICES
ALCOHOL, TOBACCO AND
OTHER DRUG (ATOD)
PREVENTION SERVICES RFP**

VENTURA COUNTY BEHAVIORAL HEALTH

**SUBSTANCE USE SERVICES
ALCOHOL, TOBACCO AND OTHER DRUG PREVENTION SERVICES RFP**

ATTACHMENTS

RFP Attachment “A”

Budget Template

Excel Budget Template worksheet is available in the Bonfire System <https://ventura.bonfirehub.com/opportunities/95913> as Attachment A – Budget Template.

In Attachment “A,” include all budget information and describe how each line item on the budget is cost effective and provides value to the SUS ATOD program. Also, lay out the calculations and assumptions that were used to develop the units of service and the costs that justify the proposed budget.

**RFP Attachment "B"
Standard Provider Agreement**

**VENTURA COUNTY BEHAVIORAL HEALTH
SUBSTANCE USE SERVICES**

and

(INSERT PROVIDER NAME)

(INSERT TERM)

COUNTY OF VENTURA CONTRACT NUMBER # _____

C O N T R A C T

This Agreement entered into this **(Insert date)**, by and between County of Ventura, acting through its Behavioral Health Department, a primary service provider, hereinafter called "COUNTY" and **(Insert Provider Legal Entity Name)**, hereinafter called "CONTRACTOR."

W I T N E S S E T H

WHEREAS, pursuant to Section 3 item f of the County of Ventura Ordinance #4084, the Purchasing Agent of the COUNTY has the authority to engage independent contractors to perform services for the COUNTY, with or without the furnishing of material; and

WHEREAS, it is necessary and desirable that CONTRACTOR be engaged by COUNTY for the purpose of performing **insert service description** services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. SERVICES TO BE PERFORMED BY CONTRACTOR

In consideration of the payments hereinafter set forth, CONTRACTOR will perform services for COUNTY in accordance with the terms, conditions and specifications set forth herein and Exhibit "A," attached hereto, which by this reference, is made a part thereof.

2. PAYMENTS

In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," COUNTY will

make payment to CONTRACTOR in the manner specified in Exhibit "B."

3. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this contract, it being understood that CONTRACTOR is an independent contractor, and neither CONTRACTOR nor any of the persons performing services for CONTRACTOR pursuant to this Agreement, whether said person be member, partner, employee, subcontractor, or otherwise, will have any claim under this Agreement or otherwise against COUNTY for sick leave, vacation pay, retirement benefits, social security, workers' compensation, disability, unemployment insurance benefits, or employee benefits of any kind.

It is further understood and agreed by the parties hereto that, except as provided in this Agreement, CONTRACTOR in the performance of its obligation hereunder is subject to the control or direction of COUNTY merely as to the result to be accomplished by the services hereunder agreed to be rendered and performed and not as to the means and methods for accomplishing the results.

If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons will be entirely and exclusively under the direction, supervision and control of CONTRACTOR. All terms of employment, including hours, wages, working conditions, discipline, hiring and discharging or any other terms of employment or requirements of law, will be determined by CONTRACTOR, and COUNTY will have no right or authority over such persons or the terms of such employment, except as provided in this Agreement.

The CONTRACTOR will comply with all of the provisions of the Worker's Compensation Insurance and Safety Acts of the State of California, the applicable provisions of Division 4 and 5 of the California Labor Code and all amendments, thereto; and all similar State and Federal acts or laws applicable; and will indemnify and hold harmless the COUNTY from and against all claims, demands, payments, suits, actions, proceedings and judgments of every nature and description, including attorney's fees and costs, presented, brought or recovered against the County of Ventura, for or on account of any liability under any of said Acts which may be incurred by reasons of any work to be performed under this Agreement.

4. NON-ASSIGNABILITY

CONTRACTOR will not assign this Agreement or any portion thereof, to a third party without the prior written consent of COUNTY, and any attempted assignment without such prior written consent will be null and void and will be cause, at COUNTY'S sole and absolute discretion, for immediate termination of this Agreement.

5. TERM

This Agreement will be in effect from (Insert Term) subject to all the terms and conditions set forth herein.

This Agreement may, upon mutual agreement, be extended for up to four (4) additional one (1) year periods.

Time is of the essence in the performance of this Agreement.

Continuation of the Agreement is subject to the appropriation of funds for such purpose by the Board of Supervisors. If funds to affect such continued payment are not appropriated, COUNTY may terminate this project as thereby affected and CONTRACTOR will relieve the COUNTY of any further obligation, therefore.

6. TERMINATION

The County Purchasing Agent and/or the Ventura County Behavioral Health (VCBH) Director or designee may terminate this Agreement at any time for any reason by providing thirty (30) days written notice to CONTRACTOR. In the event of termination under this paragraph, CONTRACTOR will be paid for all work provided to the date of termination, as long as such work meets the terms and conditions of this Agreement. On completion or termination of this Agreement, COUNTY will be entitled to immediate possession of, and CONTRACTOR will furnish on request, all computations, plans, correspondence, and other pertinent data gathered or computed by CONTRACTOR for this particular Agreement prior to any termination. CONTRACTOR may retain copies of said original documents for CONTRACTOR's files. CONTRACTOR hereby expressly waives any and all claims for damages or compensation arising under this Agreement except as set forth in this paragraph in the event of such termination.

This right of termination belonging to the County of Ventura may be exercised without prejudice to any other remedy which it may be entitled to by law or under this Agreement.

7. DEFAULT

If CONTRACTOR defaults in the performance of any term or condition of this

Agreement, CONTRACTOR must cure that default by a satisfactory performance within ten (10) days after service upon CONTRACTOR of written notice of the default. If the CONTRACTOR fails to cure the default within that time, then COUNTY may terminate this Agreement without further notice.

The foregoing requirement for written notice and opportunity to cure does not apply with respect to paragraph 4 above.

8. INDEMNIFICATION, HOLD HARMLESS AND WAIVER OF SUBROGATION

All activities and/or work covered by this Agreement will be at the sole risk of the CONTRACTOR. CONTRACTOR agrees to defend (with counsel acceptable to COUNTY), indemnify, and save harmless the County of Ventura, including all of its boards, agencies, departments, officers, employees, agents and volunteers, against any and all claims, lawsuits, whether against CONTRACTOR, COUNTY or others, judgments, costs (including attorney's fees), debts, demands and liability, including without limitation, those arising from injuries or death of persons and/or for damages to property, arising directly or indirectly out of the obligations herein described or undertaken or out of operations conducted or subsidized in whole or in part by CONTRACTOR, save and except claims or litigation arising through the sole negligence or wrongdoing and/or sole willful misconduct of COUNTY. CONTRACTOR agrees to waive all rights of subrogation against COUNTY for losses arising directly or indirectly from the activities and/or work covered by this Agreement.

9. INSURANCE PROVISIONS

- A) CONTRACTOR, at its sole cost and expense, will obtain and maintain in full force during the term of this Agreement the following types of insurance:
- B) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
 - 1) Commercial General Liability "occurrence" coverage in the minimum amount of \$1,000,000 combined single limit (CSL) bodily injury and property damage each occurrence and \$2,000,000 aggregate, including personal injury, broad form property damage, civil rights violations, products/completed operations broad form blanket contractual legal liability.
 - 2) Commercial Automobile Liability coverage in the minimum amount of \$1,000,000 CSL bodily injury and property damage, including owned, non-owned and hired automobiles. (if applicable)

- 3) Worker's Compensation coverage, in full compliance with California statutory requirements, for all employees of CONTRACTOR and Employer's Liability in the minimum amount of \$1,000,000.
 - 4) Professional Liability coverage in the minimum amount of \$1,000,000 each occurrence and \$2,000,000 aggregate.
 - 5) Cyber Liability coverage in the minimum amount of \$1,000,000 per Occurrence and \$2,000,000 annual aggregate. (if applicable for any Contractor whose job involves anything to do with hardware, software, organizations that hold large volume of PHI, PII, PCI, collect, process or store consumer data, access any of County's network)
 - 6) CONTRACTOR shall also obtain and thereafter maintain insurance for the actual cash value of personal property including, but not limited to, furniture, fixtures, supplies, or materials supplied by COUNTY or purchased with funds provided by COUNTY against hazards of fire, burglary, vandalism, and malicious mischief. If funding has not been provided for the purchase of personal property as described herein, this subparagraph shall not apply.
- C) All insurance required will be primary coverage as respects COUNTY and any insurance or self-insurance maintained by COUNTY will be excess of CONTRACTOR's insurance coverage and will not contribute to it.
- D) COUNTY is to be notified immediately if any aggregate insurance limit is exceeded. Additional coverage must be purchased to meet requirements.
- E) The County of Ventura and Ventura County Behavioral Health Department is to be named as Additional Insured as respects to work done by CONTRACTOR under the terms of this Agreement on all policies required (except for Worker's Compensation and Professional Liability).
- F) CONTRACTOR agrees to waive all rights of subrogation against COUNTY, its boards, agencies, departments, officers, employees, agents, and volunteers for losses arising from work performed by CONTRACTOR under the terms of this Agreement.

G) Policies will not be canceled, non-renewed, or reduced in scope of coverage until after thirty (30) days written notice has been given to the County of Ventura, Risk Management Division and VCBH.

H) CONTRACTOR agrees to provide COUNTY with the following insurance documents on or before the effective date of this Agreement:

- 1) Certificates of Insurance for all required coverage.
- 2) A separate additional Insured endorsement for General Liability Insurance.
- 3) A separate Waiver of Subrogation endorsement (a.k.a.: Waiver of Transfer Rights of Recovery Against Others and Waiver of Our Right to Recover from Others) for Workers' Compensation.

Failure to provide these documents will be grounds for immediate termination or suspension of this Agreement.

I) It is the responsibility of CONTRACTOR to confirm that all terms and conditions of the Insurance Provisions are complied with by any and all subcontractors that CONTRACTOR may use for the completion of this Agreement.

J) Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve CONTRACTOR for liability in excess of such coverage, nor shall it preclude COUNTY from taking such other actions as are available to it under any other provisions of this Agreement or otherwise under the law.

K) CLAIMS MADE INSURANCE. If the Professional Liability coverage is "claims made," CONTRACTOR must, for a period of three (3) years after the date when this Agreement is terminated, completed or non-renewed, maintain insurance with a retroactive date that is on or before the start date of contract services or purchase an extended reporting period endorsement (tail coverage). COUNTY may withhold final payments due until satisfactory evidence of the tail coverage is provided by CONTRACTOR to COUNTY.

10. **NON-DISCRIMINATION**

A) General

Pursuant to the California Constitution, Article 1, Section 31 and the California Government Code section 12940, no person will, on the

grounds of any of the protected categories listed therein, be excluded from participation in, be denied the benefits, or be subjected to discrimination under this Agreement.

B) Employment and Services.

1. CONTRACTOR certifies that under the laws of the United States and the State of California, CONTRACTOR will not unlawfully discriminate against any person.
2. CONTRACTOR and its subcontractors will not discriminate against any employee or applicant for employment because of any of the protected categories listed within the California Government Code section 12940. The Contractor and its subcontractors will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their membership in the protected categories listed in California Government Code section 12940. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor and its subcontractors agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or Department of Health Care Services (DHCS), setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the CONTRACTOR's and any subcontractors' obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
3. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to their membership in any of the protected categories listed in California Government Code section 12940.
4. CONTRACTOR will send to each labor union or representative of workers with which it has a collective bargaining agreement or other agreement or understanding a notice, to be provided by

CONTRACTOR, advising the labor union or workers' representative of CONTRACTOR's commitments under the provisions herein and shall post copies of this notice in conspicuous places available to employees and applicants for employment.

5. CONTRACTOR will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. CONTRACTOR will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375. 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by COUNTY, State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
7. In the event of CONTRACTOR noncompliance with the requirements of the provisions herein or with any Federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or part and CONTRACTOR may be declared ineligible for further Federal, State and County agreements in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of COUNTY, the Secretary of Labor, or as otherwise provided by law.
8. CONTRACTOR will include the provisions of sections 10(B)(1) through 10(B) (7) in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity', and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as COUNTY, Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however that in the event CONTRACTOR becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by COUNTY or DHCS, CONTRACTOR may request in writing to COUNTY, who, in turn, may request DHCS who may in turn request the United States to enter into such litigation to protect the interests of COUNTY, State and of the United States.

11. GENERAL DISCRIMINATION PROVISIONS

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

Federal Law Requirements:

- Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in Federally funded programs.
- Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- Age Discrimination in Employment Act (29 CFR Part 1625).
- Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
- Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

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

State Law Requirements:

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

12. SUBSTITUTION

If particular people are identified in Exhibit "A" as working under this Agreement, the CONTRACTOR will not assign others to work in their place without written permission from the County Purchasing Agent or VCBH Director or his/her authorized representative. Any substitution will be with a person of commensurate experience and knowledge.

13. INVESTIGATION AND RESEARCH

CONTRACTOR by investigation and research has acquired reasonable knowledge of all conditions affecting the work to be done and labor and material needed, and the execution of this Agreement is to be based upon such investigation and research, and not upon any representation made by the COUNTY or any of its officers, agents, or employees, except as provided herein.

14. CONTRACT MONITORING AND REPORTING

The COUNTY will have the right to review the work being performed by the CONTRACTOR under this Agreement at any time during the CONTRACTOR's usual working hours. Review, checking, approval or other action by the COUNTY will not relieve CONTRACTOR of CONTRACTOR's responsibility for the thoroughness of the services to be provided hereunder. This Agreement will be administered by VCBH Director or his/her authorized representative.

CONTRACTOR shall provide reports as required by the DIRECTOR, by the State, or Federal Government regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance under this Agreement. COUNTY shall provide CONTRACTOR with an explanation of the procedures and/or format for reporting any information as may be required under this Agreement.

15. AUDIT RECORD RETENTION REQUIREMENTS

A) Maintenance of Records

CONTRACTOR shall maintain sufficient books, records, documents, and other evidence necessary for COUNTY, State, or Federal authorized representatives to have access to, examine or audit contract performance and contract compliance. These records shall reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of the Agreement, including any matching costs and expenses. CONTRACTOR shall make these records available to COUNTY, State, or Federal authorized representatives upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by CONTRACTOR are reasonable, allowable, and allocated appropriately. All records must be capable of verification by qualified auditors. Any record or supporting documentation may be copied. Interviews with any employee who might reasonably have information related to such records will be allowed.

- 1) CONTRACTOR shall include in any contract with an audit firm a clause to permit access by COUNTY, State, or Federal authorized representatives to the working papers of the external independent auditor, and require that copies of the working papers shall be made for COUNTY, State, or Federal authorized representatives at their request.
- 2) CONTRACTOR shall keep adequate and sufficient financial records

and statistical data to support the year-end documents filed with COUNTY, State, or Federal governments (as applicable). All records must be capable of verification by qualified auditors.

- 3) Accounting records and supporting documents shall be retained for a ten year (10) year period from the date the year-end cost settlement report was approved by the State (DHCS) for interim settlement. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of ten (10) years from the date of any resulting final settlement. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, (including any appeal in the action), or until the end of the regular ten (10) year period, whichever is later. When an audit by the Federal Government, DHCS, Department of General Services, Bureau of States Audits, California State Auditor, Comptroller General of the United States has been started before the expiration of the ten-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within ten (10) years, the interim settlement shall be considered as the final settlement.

Financial records shall be retained or preserved so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These records include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

4. CONTRACTOR shall preserve and make available their records for: (1) a period of ten (10) years from the date of final payment under this Agreement, and (2) such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
 - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of

the ten (10) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten (10) year period, whichever is later.

5. Should this Agreement be terminated, or CONTRACTOR ceases to conduct business in its entirety, CONTRACTOR will work to collaborate in good faith with COUNTY to facilitate COUNTY obtaining and retaining CONTRACTOR's fiscal and program records for the required retention period. CONTRACTOR will provide the records to COUNTY in the format and method required to comply with all Federal, State, COUNTY, and local laws, regulations, and requirements.

16. AUDIT OF SERVICES AND SITE INSPECTION

CONTRACTOR's fiscal and program performance and reported delivery of service will be subject to verification, inspection, and monitoring. CONTRACTOR's contracted activities shall be monitored to ensure that all funds are used for authorized purposes, in compliance with Federal, State, and County statutes, regulations, and the terms and conditions of the Federal, State, and County funding and/or grant and that performance goals are achieved. The COUNTY, State, or Federal government, through any authorized representatives, may in its sole discretion inspect or otherwise evaluate the work performed and the premises where the work is being performed through periodic or unannounced inspections and monitoring reviews during normal business hours. County, State, and Federal government authorized representatives may use a variety of monitoring mechanisms to meet their monitoring objectives, including limited scope audits, on-site visits, progress reports, financial reports, reviews of documentation support requests for reimbursement, desk audits, and any other monitoring mechanisms needed to determine compliance. CONTRACTOR shall provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties and so as not to unduly delay the inspection and monitoring work.

The refusal of the CONTRACTOR to permit access to, examination/inspection of, or audit of electronic or print books, records, physical facilities, and/or refusal to permit interviews with employees, constitutes an express and immediate material breach of the Agreement and will be sufficient basis to terminate the Agreement for cause or default.

Inspection and monitoring audit reports shall reflect all findings, recommendations, adjustments, and corrective actions required. If the results of any inspections and monitoring reviews require corrective action, CONTRACTOR will be required to submit a corrective action plan no later than

thirty (30) days after receiving the findings of such review(s).

17. SINGLE AUDIT/AUDIT

If CONTRACTOR receives and expends more than \$750,000 in Federally allocated awards (associated with an Assistance Listing number- see beta.SAM.gov) in a fiscal year, CONTRACTOR agrees to obtain a single audit report from an independent certified public accountant in accordance with the Single Audit Act of 1984, as amended, and the United States Office of Management and Budget "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." If CONTRACTOR is not required to conduct a single audit as specified herein, COUNTY, in its sole discretion, may require CONTRACTOR to conduct a financial opinion audit performed by a certified public accountant. In either case, such audits shall be submitted to the VCBH Contracts Administration and Fiscal divisions and COUNTY Auditor Controller within one hundred eighty (180) days of the fiscal year end. Any extension of the due date must be approved in writing by the VCBH Contracts Administration division. All audit costs are the sole responsibility of the CONTRACTOR. CONTRACTOR agrees to take prompt corrective action to eliminate any material non-compliance or weakness found as a result of any audit.

18. ADDENDA

COUNTY may from time to time require changes in the scope of the services required hereunder. Such changes, including any increase or decrease in the amount of CONTRACTOR's compensation which are mutually agreed upon by and between COUNTY and CONTRACTOR will be effective when incorporated in written amendments to this Agreement.

19. CONFLICT OF INTEREST

CONTRACTOR covenants that CONTRACTOR presently has no interest, including, but not limited to, other projects or independent contracts, and will not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement no person having such interest will be employed or retained by CONTRACTOR under this Agreement.

20. CONFIDENTIALITY AND OWNERSHIP OF DATA

Any reports, information, data, statistics, forms, procedures, systems, studies and any other communication or form of knowledge given to or prepared or assembled by CONTRACTOR under this Agreement which COUNTY requests in

writing to be kept confidential, will not be made available to any individual or organization by CONTRACTOR without the prior written approval of the COUNTY except as authorized by law.

The COUNTY retains ownership and exclusive rights to all data and materials collected, analyzed, etc., related to the scope of work outlined in Exhibit "A." Reports produced on the basis of these data are work for hire, and their public release and dissemination is entirely at the discretion of the COUNTY, and that any presentations, publications, reports or other use of these data, for use in conferences or seminars, or for other purposes, requires written permission from the COUNTY.

21. NOTICES

All notices required under this Agreement will be made in writing and addressed or delivered as follows:

TO COUNTY: COUNTY OF VENTURA
GENERAL SERVICES AGENCY
PROCUREMENT SERVICES
800 SOUTH VICTORIA AVENUE, L#1080
VENTURA, CALIFORNIA 93009
AND
VENTURA COUNTY BEHAVIORAL HEALTH
CONTRACTS ADMINISTRATION
1911 WILLIAMS DRIVE, SUITE 200
OXNARD, CA 93036

TO CONTRACTOR: PROVIDER NAME
ADDRESS

Either party may, by giving written notice in accordance with this paragraph, change the names or addresses of the persons of departments designated for receipt of future notices. When addressed in accordance with this paragraph and deposited in the United States mail, postage prepaid, notices will be deemed given on the third day following such deposit in the United States mail. In all other instances, notices will be deemed given at the time of actual delivery.

22. MERGER CLAUSE

This Agreement supersedes any and all other contracts, either oral or written, between CONTRACTOR and the COUNTY, with respect to the subject of this Agreement. This Agreement contains all of the covenants and contracts

between the parties with respect to the services required hereunder. CONTRACTOR acknowledges that no representations, inducements, promises or contracts have been made by or on behalf of the COUNTY except those covenants and contracts embodied in this Agreement. No contract, statement, or promise not contained in this Agreement will be valid or binding.

23. **ORDER OF PRECEDENCE**

This Agreement supersedes all previous agreements, understandings, and representations of any nature whatsoever, whether oral or written, and constitutes the entire understanding between the parties hereto.

This Agreement may not be altered, amended, or modified except by written instrument signed by the duly authorized representative of both parties.

24. **GOVERNING LAW**

The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, will be construed pursuant to and in accordance with the laws of the State of California.

25. **SEVERABILITY OF CONTRACT**

If any term of this Agreement is held by a court of competent jurisdiction to be void or unenforceable, the remainder of the Agreement terms will remain in full force and effect and will not be affected.

26. **CUMULATIVE REMEDIES**

The exercise or failure to exercise of legal rights and remedies by the County of Ventura in the event of any default or breach hereunder will not constitute a waiver or forfeiture of any other rights and remedies and will be without prejudice to the enforcement of any other right or remedy available by law or authorized by this Agreement.

27. **COMPLIANCE WITH LAWS**

Each party to this Agreement will comply with all applicable laws.

A) The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties under this Agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

B) CONTRACTOR agrees to provide services in accordance with all applicable Federal, State, and COUNTY laws and regulations.

C) As applicable to the purpose or scope of services to be provided pursuant to this Agreement, CONTRACTOR shall be familiar with and comply with the laws, regulations, and guidelines listed in this Paragraph 27.C. As necessary, CONTRACTOR shall establish written policies and procedures consistent with the requirements of any applicable laws, regulation, or guideline listed below and ensure compliance with any audit issues that arise with DHCS, COUNTY, or any other regulatory agency.

- 1) California Health and Safety Code, Division 10.5, commencing with Section 11760;
- 2) California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7;
- 3) California Government Code, Title 5, Division 2, Part 1, Chapter 1, Article 7;
- 4) California Government Code section 16367.8;
- 5) California Code of Regulations, Title 9, Division 4, commencing with Chapter 1;
- 6) California Code of Regulations, Title 9, Division 4, Chapter 8, commencing with Section 13000;
- 7) United States Code, Title 42 Chapter 6A, Subchapter XVII, Part B, Subpart ii (commencing with Section 300x-21);
- 8) Code of Federal Regulations, Title 42, Parts 2 and 8;
- 9) Code of Federal Regulations, Title 45, Parts 75 and 95;
- 10) Code Federal Regulations, Title 21, Chapter II; and
- 11) State Administrative Manual (SAM) Chapter 7200 (General Outline of Procedures)

D) In the event of changes in law that affect provisions of this Agreement, including the laws and regulations set forth in Paragraph 23.C, the parties agree to amend the affected provisions to conform with the changes in law retroactive to the effective date of such changes in law. The parties further agree that the terms of this Agreement are severable and in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement will remain in full force and effect.

28. CONSTRUCTION OF COVENANTS AND CONDITIONS

Each term and each provision of this Agreement will be construed to be both a covenant and a condition.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996 AND BUSINESS ASSOCIATE AGREEMENT

All work performed under this Agreement is subject to HIPAA, CONTRACTOR shall perform the work in compliance with all applicable provisions of HIPAA.

As identified in Exhibit "E" of the COUNTY Intergovernmental Agreement with DHCS, COUNTY and CONTRACTOR shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit "E" for additional information.

A) Trading Partner Requirements

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

B) Concurrence for Test Modifications to HHS Transaction Standards

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

C) Adequate Testing

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

D) Deficiencies

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

E) Code Set Retention

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

F) Data Transmission Log

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

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the attached Business Associate Agreement (Exhibit "C"), which by this reference is made a part hereof.

30. **ACCESS TO AND USE OF COUNTY TECHNOLOGY** (if applicable to proposed services)

As part of this Agreement CONTRACTOR shall agree with and abide by the provisions set forth in the Ventura County Non-Employee Information Technology Usage Policy, which by this reference is made a part hereof. Any employee, sub-contractor, or agent of the CONTRACTOR who will access (which shall include, but is not limited to, the use, maintenance, repair, or installation of) COUNTY information technology in the course of his, or her, work for the COUNTY is required to sign the Ventura County Non-Employee Information Technology Usage Policy before accessing, using, maintaining, repairing or installing any COUNTY information technology system or

component. Information technology shall include, but is not limited to, the network, Internet access, electronic mail, voice mail, voice message systems, facsimile devices, or other electronic or telecommunication systems used by the COUNTY.

31. EQUIPMENT PURCHASE AND OWNERSHIP

CONTRACTOR shall comply with all applicable COUNTY equipment purchasing policies and procedures when purchasing equipment (PC, laptop, tablet, printer, et cetera) that will be used to conduct the services specified in this Agreement. Prior to equipment purchase, CONTRACTOR must request from COUNTY the list of standard equipment devices that may be purchased by CONTRACTOR. CONTRACTOR will not be reimbursed for any equipment that does not follow COUNTY policies and procedures or is not on the list of standard equipment devices.

COUNTY shall have and retain ownership and title to all equipment purchased by CONTRACTOR as part of any start-up costs or any contract amendment or exhibit specifying equipment and/or furniture acquisition under this Agreement. CONTRACTOR shall furnish, and amend as necessary, a list of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The equipment list shall specify the quantity, name, description, purchase price, and date of purchase of all equipment. COUNTY shall inventory tag all equipment and shall conduct a physical inventory yearly of the equipment. The CONTRACTOR shall make all equipment available to the COUNTY during normal business hours for tagging of inventory. CONTRACTOR shall submit the equipment list to COUNTY annually within sixty (60) days of each new fiscal year.

Within sixty (60) calendar days prior to the termination or end of this Agreement, CONTRACTOR shall provide a final inventory report of equipment and/or property to the COUNTY, and shall at that time, query the COUNTY as to the requirements, including the manner and method of returning COUNTY equipment and/or property to COUNTY. The final disposition of equipment and/or property shall be at COUNTY expense and according to COUNTY instructions. Equipment and/or property disposition instructions shall be issued by the COUNTY after receipt and review of the final inventory report. At the termination or conclusion of this Agreement, COUNTY may at its discretion, authorize the continued use of COUNTY equipment and/or property for performance of work under a different COUNTY agreement.

32. CULTURAL AND LINGUISTIC COMPETENCE COMPLIANCE OR CULTURAL AND LINGUISTIC PROFICIENCY

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53><https://thinkculturalhealth.hhs.gov/clas/standards>

CONTRACTOR agrees to comply with applicable Federal, State, and local statutory mandates concerning the delivery of cultural and linguistic competence services to clients and consumers. CONTRACTOR shall develop and maintain a Cultural Competence Plan (CCP) that contains data and supporting documentation that is inclusive of policies and procedures, operational practices, and Evidence Based Practices that demonstrate a commitment to cultural and linguistic competence. COUNTY will provide CONTRACTOR with training and guidance on the CCP and reporting requirements. Following training regarding the CCP and reporting requirements, CONTRACTOR will submit a CCP within ninety (90) days. After initial CCP training and submittal, CONTRACTOR must submit a CCP annually thereafter within sixty (60) days of the start of the fiscal year. CONTRACTOR shall demonstrate its capacity to provide culturally competent services to culturally diverse clients and their families by reporting on the cultural competence data elements in CONTRACTOR's CCP.

33. PUBLICATIONS AND PRESENTATIONS

All publications, presentations, website content, printed materials, brochures, and media campaign elements developed or distributed under this Agreement shall meet all VCBH logo guidelines and regulations. All publication/distribution materials featuring the VCBH logo must receive approval for publication/distribution from the COUNTY.

Electronic and printed documents developed and produced for public communications shall adhere to the following requirements to comply with Section 508 of the Rehabilitation Act and the American Disabilities Act: Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

34. NO UNLAWFUL OR UNLAWFUL USE MESSAGES REGARDING DRUGS

CONTRACTOR agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is

unlawful, of drugs or alcohol (California Health & Safety Code (HSC), Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, CONTRACTOR agrees that it will enforce these requirements.

35. ASSURANCES REGARDING NO UNLAWFUL USE OF DRUGS OR ALCOHOL

CONTRACTOR agrees to execute and abide by the Assurances Regarding No Unlawful Use of Drugs or Alcohol Certification, attached as Exhibit "D" and incorporated by reference.

36. ASSURANCES REGARDING DRUG FREE WORKPLACE

CONTRACTOR agrees to execute and abide by the Drug Free Workplace Certification, attached as Exhibit "E", and incorporated by reference.

37. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

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

38. LOBBYING CERTIFICATION AND DISCLOSURE (INSERT ONLY IF APPLICABLE -APPLICABLE TO ANY FEDERALLY FUNDED CONTRACT IN EXCESS OF \$100,000).

CONTRACTOR will comply with the requirements specified in Exhibit "F."

39. NOTIFICATION OF FEDERAL FUNDING (INSERT SUBRECIPIENTS ONLY)

In Exhibit "G," COUNTY is providing notification of all Federal funds that are being passed through from the COUNTY to CONTRACTOR in FY 2023-24 for the contracted services.

40. FEDERAL SALARY RATE CAP

CONTRACTOR agrees that no part of any Federal funds provided under this agreement shall be used by the CONTRACTOR or its sub-contractors to pay the salary and wages of an individual at a rate that is in excess of \$212,100 per year, or as adjusted by the Federal government, which is Level II of the Federal Executive Schedule.

41. DEBARMENT AND SUSPENSION

CONTRACTOR shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in

accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. CONTRACTOR shall advise all subcontractors and employees of their obligation to comply with applicable Federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If CONTRACTOR subcontracts or employs an excluded party, DHCS/COUNTY has the right to withhold payments, disallow costs, or issue a corrective action plan, as appropriate.

CONTRACTOR will comply with the Debarment and Suspension Certification requirements specified in Exhibit "H."

42. TRAFFICKING VICTIMS' PROTECTION ACT OF 2000

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

43. AIR OR WATER POLLUTION REQUIREMENTS (INSERT FOR FEDERAL CONTRACTS OVER \$100K)

Any Federally funded agreements in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law:

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

44. ALIEN INELIGIBILITY CERTIFICATION (INSERT ONLY FOR SABG PREVENTION SOLE PROPRIETORS)

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

45. BYRD ANTI-LOBBYING AMENDMENT (31 USC 13452)

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

46. PROCUREMENT OF RECOVERED MATERIALS

CONTRACTOR must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the items exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA regulations.

47. INFORMATION ACCESS FOR INDIVIDUALS WITH LIMITED ENGLISH PROFICIENCY

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

48. HATCH ACT

CONTRACTOR agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, SubPart F., Chapter 773, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

49. UNIQUE IDENTIFIER REQUIREMENT

CONTRACTOR shall obtain and provide to COUNTY, prior to CONTRACTOR providing or performing any services pursuant to this Agreement and prior to COUNTY making any award or payment under this Agreement, a "unique entity identifier" as that term is defined at 2 C.F.R. § 25.415 and in Paragraph C.2 of Appendix A to 2 C.F.R. Part 25. CONTRACTOR is not required to complete the full Federal System for Award Management ("SAM") registration to obtain a unique entity identifier. (Additional information about SAM registration procedures may be found at the SAM internet site, currently at <https://www.sam.gov>.) CONTRACTOR acknowledges and agrees that COUNTY has no obligation to compensate CONTRACTOR or any of its subcontractors under this Agreement, regardless of whether services are performed or provided by CONTRACTOR or any of its subcontractors, unless and until CONTRACTOR obtains and provides to COUNTY a unique entity identifier as provided in this paragraph. The CONTRACTOR's failure to obtain and provide to The COUNTY a unique entity identifier will be cause for COUNTY's termination of this Agreement.

50. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS (CHARITABLE CHOICE)

- A) CONTRACTOR shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.
- B) The CONTRACTOR shall document and report to COUNTY the total number of referrals necessitated by religious objections to other alternative providers in order for COUNTY to annually submit this information to DHCS by October 1st. The annual submission to COUNTY shall contain all substantive information required by COUNTY and be formatted in a manner prescribed by COUNTY.
- C) Religious organizations are eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution (42 USC § 300x-65, 42 CFR Part 54). However, no State or Federal funds shall be used by the CONTRACTOR or its subcontractors for sectarian worship, instruction, or proselytization. No State funds shall be used by CONTRACTOR or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

51. TRIBAL COMMUNITIES AND ORGANIZATIONS

CONTRACTOR shall regularly review population information available through

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

52. RESTRICTION ON DISTRIBUTION OF STERILE NEEDLES

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

53. MARIJUANA RESTRICTION

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

54. ADDITIONAL CONTRACT RESTRICTIONS

This Agreement is subject to, and CONTRACTOR shall comply with any additional restrictions, limitations, conditions, laws, regulations, statute, reporting, or published guidelines enacted by the Federal, State, or County governments that affect the provisions, terms, or funding of this Agreement in any manner.

Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for COUNTY and/or the California Department of Health Care Services (DHCS) to withhold payments under this Agreement or terminate

all, or any type, of funding provided hereunder.

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Federal or State governments that affect the provisions, terms, or funding of this Agreement in any manner.

In addition to all other requirements set forth in this Agreement, CONTRACTOR agrees to comply with all requirements applicable to a subcontractor of COUNTY under COUNTY's current Intergovernmental Performance Agreement with DHCS for Substance Abuse Prevention and Treatment Block Grant (SABG) services and SABG Program Specifications, and any amendments thereafter. The Agreement between the COUNTY and DHCS is hereby fully incorporated by reference into this Agreement.

55. CONTRACT REDUCTION

In the event that the Board of Supervisors, County Executive Officer, VCBH Director implement reductions to the current fiscal year-budget or in the event any of the funding sources for this Agreement implement reductions, the VCBH Director or designee will notify the CONTRACTOR that a reduction to the maximum contract amount will be made to ensure fiscal compliance with specified budget and funding source reductions. Contract reductions will be made effective thirty (30) days from the date of the written notification from the VCBH Director or designee.

56. EXTENT OF CONTRACTUAL DOCUMENTS

This Agreement shall consist of this basic document and Exhibits "A," "B," "C," "D," "E," "F," "G," "H", and all laws and governing instruments previously referred to in this Agreement or in any of the Exhibits made part of the Agreement and constitutes the entire Agreement between the parties regarding the subject matter described herein.

EXHIBIT A: SCOPE OF WORK

EXHIBIT B: PAYMENT PROVISIONS

EXHIBIT C: BUSINESS ASSOCIATE AGREEMENT

EXHIBIT D: ASSURANCE REGARDING NO UNLAWFUL USE OF DRUGS OR
ALCOHOL

EXHIBIT E: ASSURANCE REGARDING DRUG FREE WORK PLACE

EXHIBIT F: LOBBY CERTIFICATION AND DISCLOSURE

EXHIBIT G: NOTIFICATION OF FEDERAL FUNDING

EXHIBIT H: DEBARMENT AND SUSPENSION CERTIFICATION

57. This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.
58. The parties hereto agree that this Agreement may be transmitted and signed by electronic or digital means by either/any or both/all parties and that such signatures shall have the same force and effect as original signatures, in accordance with California Government Code Section 16.5 and California Civil Code Section 1633.7.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

(Insert Contractor Name)

COUNTY OF VENTURA

Authorized Signature

Authorized Signature

Printed Name

Printed Name

Title

Title

Date

Date

(Insert Contractor Name)

Authorized Signature

Printed Name

Title

Date

* If a corporation, this Agreement must be signed by two specific corporate officers.

The first signature must be either the (1) Chief Executive Officer, (2) Chairman of the Board, (3) President, or any (4) Vice President.

The second signature must be the (a) Secretary, an (b) Assistant Secretary, the (c) Chief Financial Officer, or any (d) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

EXHIBIT "A"
SCOPE OF WORK
(INSERT PROVIDER LEGAL ENTITY NAME)
(Insert Term)

EXHIBIT "B"
PAYMENT PROVISIONS
(INSERT PROVIDER LEGAL ENTITY NAME)
(Insert Term)

CONTRACTOR shall be paid according to the following:

A. PAYMENT

The maximum total amount of the Agreement for the period (Insert Term) shall not exceed a budget of \$xx,xxx. See attached budget.

B. Payment shall be made upon the submission of approved invoices to COUNTY, and in accordance with the operational budget (see attached budget). Notwithstanding any other provisions of this Agreement in no event shall the maximum amount payable herein exceed the maximum amount specified in Section A above.

C. CONTRACTOR shall bill COUNTY monthly in arrears by using the CONTRACTOR's invoice form. All invoices submitted shall clearly reflect all required information regarding the services for which claims are made, in the form and with the content specified by COUNTY. CONTRACTOR shall submit appropriate documentation along with an invoice for reimbursement. Invoices for reimbursement shall be completed by CONTRACTOR, dated, and forwarded to COUNTY within ten (10) working days after the close of the month in which services were rendered. Incomplete or incorrect claims shall be returned to CONTRACTOR for correction and re-submittal and will result in payment delay. Late invoices will also result in payment delay. Following receipt of a complete and correct monthly invoice and approval by COUNTY, CONTRACTOR shall then be paid within forty-five (45) working days of submission of a valid invoice to the COUNTY.

D. It is expressly understood and agreed between the parties hereto that COUNTY shall make no payment and has no obligation to make payment to CONTRACTOR unless the services provided by CONTRACTOR hereunder were authorized by the VCBH DIRECTOR or designee prior to performance thereof.

E. In the event that CONTRACTOR fails to comply with any provisions of this Agreement, including the timely submission of any and all reports, records, documents, or any other information as required by COUNTY, State, and appropriate Federal agencies regarding CONTRACTOR's activities and operations as they relate to CONTRACTOR's performance of this Agreement, COUNTY shall withhold payment until such noncompliance has been corrected.

- F. COUNTY and CONTRACTOR agree to meet on an ongoing basis to negotiate concerns related to this Agreement, including but not limited to concerns regarding service delivery and outcomes, documentation and reporting requirements, financing and revenue production.
- G. COUNTY shall have the right to recover overpayment to CONTRACTOR as a result of any audit or disallowance review under this Agreement. Upon written notice by COUNTY to CONTRACTOR of any such audit or disallowance review, CONTRACTOR shall reimburse the COUNTY the full amount of disallowance within in a period of time to be determined by the COUNTY. Reimbursement shall be made by CONTRACTOR.
- H. If CONTRACTOR is a non-profit organization or entity, and receives SABG funding under this Agreement, then CONTRACTOR shall comply with the financial management standards contained in 45 CFR Section 75.302(b)(1) through (4) and (b)(7), and 45 CFR Section 96.30.

BUDGET

Insert budget here

A. **Budgetary Line-Item Adjustments**

Budgetary line-item adjustments must be pre-approved by the COUNTY. CONTRACTOR must provide advance notice to COUNTY of the need for a budgetary line-item adjustment and submit all documentation and information needed to evaluate and support the budgetary line-item adjustment. Upon approval from the COUNTY, adjustments to budgetary line items will be subject to any conditions imposed by COUNTY. Any approved increase to a budgetary line-item must identify a corresponding decrease to ensure that the total contract maximum, as set forth in this Agreement, is not exceeded. Budgetary line-item adjustments that exceed 10% will require an amendment.

B. **Travel**

Travel will be reimbursed according to COUNTY travel reimbursement policies. Mileage will be reimbursed at the IRS rate approved and in effect at the time of travel and following COUNTY travel policies.

**EXHIBIT "C"
BUSINESS ASSOCIATE AGREEMENT**

All terms used herein have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) Rules.

I. Definitions

- a. Business Associate shall mean **(Insert Provider Legal Entity Name)**.
- b. Covered Entity shall mean the County of Ventura.
- c. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and part 164.

II. Obligations and Activities of Business Associate

- a. Business Associate agrees to not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 (the "Security Rule") with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information, other than as provided for by this Agreement. Such safeguards and compliance with the Security Rule shall include compliance with the administrative, physical, and technical safeguards and documentation requirements set forth in 45 CFR 164.308, 164.310, 164.312, and 164.316.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in breach of the requirements of this Agreement.
- d. Business Associate agrees to report to Covered Entity, in writing, within forty-eight (48) hours of the discovery of any Use, Disclosure, or Breach of the Protected Health Information not provided for by this Agreement of which it becomes aware, including any Breach of Unsecured Protected Health Information, as required by 45 CFR 164.410 (the "Data Breach Notification Rule"), and any Security Incident of which Business Associate becomes aware. Such notice shall include the identity of each Individual whose Protected Health Information or Unsecured Protected Health Information was or is reasonably believed by Business Associate to have been accessed, acquired, Used, or Disclosed during the Breach.

- e. Business Associate agrees, in accordance with 45 CFR Parts 164.502(e)(1)(ii) and 164.308(b)(2), to ensure that any agent, including a Subcontractor who creates, receives, maintains or transmits Protected Health Information on behalf of Business Associate in connection with the services provided to Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement, to Business Associate with respect to such information, including Electronic Protected Health Information. If Business Associate knows of a pattern of activity or practice of a Subcontractor that constitutes a material breach or violation of the Subcontractor's obligations under the Agreement (or other arrangement) between Subcontractor and Business Associate, Business Associate will take reasonable steps to cure the breach or end the violation, as applicable, and, if such steps are unsuccessful, Business Associate will terminate the Agreement (or other arrangement), if feasible.
- f. Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set (including Protected Health Information that is maintained in one or more Designated Record Sets electronically), to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR Part 164.524.
- g. Business Associate agrees to make Protected Health Information in a Designated Record Set available for amendment and incorporate any amendments to Protected Health Information as directed by Covered Entity pursuant to 45 CFR 164.526.
- h. Business Associate agrees that to the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, Business Associate will comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.
- i. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the Use and Disclosure of Protected Health Information received from or created, maintained or received by Business Associate on behalf of Covered Entity available to the Covered Entity, or to the Secretary of the Department of Health and Human Services (Secretary), as applicable, for the purposes of the Secretary determining Covered Entity's compliance with the HIPAA Rules.
- j. Business Associate agrees to maintain and make available the information required to permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of Protected Health Information in

accordance with 45 CFR 164.528.

- k. Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information concerning an Individual unless Business Associate obtains from the Individual, in accordance with 45 CFR 164.508(a)(4), a valid authorization that includes a statement that the disclosure will result in remuneration to the Business Associate (or Covered Entity, if applicable). This paragraph shall not apply to remuneration received in circumstances specified in 45 CFR 164.502(a)(5)(ii)(B)(2).

III. Permitted General Uses and Disclosures by Business Associate

- a. Except as otherwise limited in this Agreement, Business Associate may Use or Disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the **insert service description** services.
- b. Business Associate may Use or Disclose Protected Health Information as Required by Law.
- c. Business Associate agrees that when Using or Disclosing Protected Health Information or when requesting Protected Health Information, it will make reasonable efforts to limit the Protected Health Information to the Minimum Necessary to accomplish the intended purpose of the Use, Disclosure, or Request, and will comply with the Minimum Necessary policies and procedures of Covered Entity.
- d. Business Associate will only Use or Disclose Protected Health Information in a manner that would not violate the HIPAA Rules if done by Covered Entity, except for the specific Uses and Disclosures set forth herein.

IV. Specific Use and Disclosure Provisions

- a. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
- b. Except as otherwise limited in this Agreement, Business Associate may Disclose Protected Health Information received in its capacity as a Business Associate for the proper management and administration of the

Business Associate, provided that the Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or of the purpose for which it was Disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

- c. Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- d. Business Associate may De-Identify Covered Entity's Protected Health Information and Use and Disclosure the De-Identified information without restriction.
- e. Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j) (1).

V. Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business Associate's Use or Disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction on the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

VI. Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under the HIPAA Rules if done by Covered Entity.

VII. Term and Termination

- a. *Term.* This Agreement shall be effective as of *(Insert Date)*, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this section

- b. *Termination for Cause.* Business Associate authorizes termination of this Agreement and the *(Insert service description)* services by Covered Entity if Covered Entity determines Business Associate has violated a material term of the Agreement and/or if Business Associate has not cured the breach or ended the violation within the time specified by the Covered Entity.

- c. *Obligations of Business Associate Upon Termination*
 - 1. Except as provided in paragraph (2) of this Section, upon termination of this Agreement for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

 - 2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. If such return or destruction of Protected Health Information is not feasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information. To the extent it later becomes feasible to return or destroy such Protected Health Information, Business Associate shall do so in accordance with paragraph (1) of this Section.

 - 3. The rights and obligations under this Section shall survive the termination of this Agreement.

VIII. Miscellaneous

- a. *Regulatory References.* A reference in this Agreement to a section of the HIPAA Rules means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules, or any other applicable law.
- c. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit Covered Entity and Business Associate to comply with the HIPAA Rules.

**EXHIBIT "D"
ASSURANCES REGARDING NO UNLAWFUL
USE OF DRUGS OR ALCOHOL**

(INSERT PROVIDER LEGAL ENTITY NAME)

Consistent with the requirements of California Health and Safety Code, Division 10.5, Sections 11999 through 11999.3 (SB 1377, Statutes of 1989, Chapter 1429), and on behalf of CONTRACTOR, the undersigned person does hereby assure that:

1. He or she understands the requirements of Section 11999.2 which state:
 - (a) Notwithstanding any other provision of law, commencing July 1, 1990, no state funds shall be encumbered by a state agency for allocation to any entity, whether public or private, for a drug- or alcohol-related program, unless the drug- or alcohol-related program contains a component that clearly explains in written materials that there shall be no unlawful use of drugs or alcohol. No aspect of a drug- or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol.
 - (b) All aspects of a drug- or alcohol-related program shall be consistent with the "no unlawful use" message, including, but not limited to, program standards, curricula, materials, and teachings. These materials and programs may include information regarding the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message.
 - (c) The "no unlawful use" of drugs and alcohol message contained in drug- or alcohol-related programs shall apply to the use of drugs and alcohol prohibited by law.
 - (d) This section does not apply to any program funded by the State that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV infection through intravenous drug use.
2. He or she has reviewed those aspects of the program to which Section 11999.2 applies, and
3. Those aspects of the program to which Section 11999.2 applies meet the requirements of Section 11999.2.

Printed Name* _____

**EXHIBIT "E"
ASSURANCES REGARDING DRUG-FREE WORKPLACE**

(INSERT PROVIDER LEGAL ENTITY NAME)

CONTRACTOR will comply with the requirements of the Drug Free Workplace Act of 1990 (Gov. Code § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibitions as required by Government Code section 8355(a).
- b. Establish a drug-free awareness program as required by Government Code section 8355(b) to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by Government Code section 8355(c), that every employee engaged in the performance of the Agreement:
 - (1) Be given a copy of the CONTRACTOR's drug-free policy statement; and,
 - (2) As a condition of employment on the contract, agree to abide by the terms of the statement.
- d. Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement, or both, and CONTRACTOR may be ineligible for future contracts if the COUNTY determines that any of the following has occurred:
 - 1) CONTRACTOR has made false certification; or
 - 2) CONTRACTOR has violated the certification by failing to carry out the requirements as noted above.

*Printed Name _____

Date _____

*Signature

Title

*Note: This form must be signed by the person responsible for operation a Substance Use Services related program **(take out note if used for non SUS related contracts)**

EXHIBIT "F"

LOBBYING AND RESTRICTIONS AND DISCLOSURE CERTIFICATION

Applicable to any Federally funded contracts in excess of \$100,000 per Title 31, USC, Section 1352 and 45 CFR Part 93:

1. Certification and Disclosure Requirements

- a) each person (or recipient) who requests or receives a contract, subcontract, grant, or subgrant, which is subject to Title 31, USC, Section 1352, and which exceeds \$100,000 at any tier, shall file a certification (immediately following this Exhibit "F", consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph 2 of this Exhibit "F".
- b) Each recipient shall file a disclosure (in the form entitled "Disclosure of Lobbying Activities – Standard Form –LLL") if any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or any employee of a Member of Congress in connection with the Federal grant.

Form available at: <http://www.whitehouse.gov/omb/grants/sfillin.pdf>

- c) Each recipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- d) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under paragraph 1(b), above. An event that materially affects the accuracy of the information reported includes:
 - i. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action;
 - ii. A change in the person(s) or individuals(s) influencing or attempting to influence a covered Federal action;
 - iii. A change in the officer(s), employee(s) or member(s) contacted for the purpose of influencing or attempting to influence a covered Federal action;

- iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph 1(a) of this provision a contract, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or grant shall file a certification, and a disclosure form, if required, to the next tier above; and,
- v. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph 1(a) of this Exhibit "F." That person shall forward all disclosure forms to COUNTY Behavioral Health Department contracts department who will forward to the COUNTY Behavioral Health Department ADP program contract manager.

2. Prohibition

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

3. Restrictions on Lobbying – Appropriations Act Section 503

- a) No part of any appropriation contained in this Act shall be used, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support or defeat legislation pending before the Congress, except in presentation to the Congress or any state legislative body itself.
- b) No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any state legislature.

EXHIBIT "F"
CERTIFICATION REGARDING LOBBYING
(INSERT PROVIDER LEGAL ENTITY NAME)

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

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

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

Name of Contractor _____

Signature Date

Printed Name of Person Signing for Contractor and Title

EXHIBIT "G"

NOTIFICATION OF FEDERAL FUNDING FOR FY 2023-24

Ventura County Behavioral Health is providing notification to CONTRACTOR of the subaward of Federal grant funds that are included in CONTRACTOR's Agreement with Ventura County Behavioral Health. The table below provides all required information related to the subaward of Federal grant funds.

| Subrecipient Name: | | Insert provider legal entity name | | | | | | | | |
|--|----------------------------------|-----------------------------------|-----------------------|-------------------------|-------------------|---|--|-------------|----------------------|--------------------------|
| Subrecipient Unique Entity Number: | | Insert UEI Number | | | | | | | | |
| Contract Number and/or Description | Assistance Listing Number | Federal Award Name | Federal Agency | Federal Award ID | Award Date | Amount Obligated to Subrecipient | Amount Received by Subrecipient | Term | Indirect Rate | R&D? (Y or N) |
| | | | | | | | | | | |
| Federal Award Description: | | | | | | | | | | |
| | | | | | | | | | | |
| Note: Federal award project descriptions can be found at beta.sam.gov . | | | | | | | | | | |

Non-Federal entities that expend \$750,000 or more in a year in total Federal awards shall have a single or program specific audit conducted for that year in accordance with the Office of Management and Budget (OMB) Uniform Guidance (2 CFR Part 200).

COUNTY OF VENTURA

(Insert Contractor Name)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name and Title

Printed Name and Title

Date

Date

By: _____
Authorized Signature

Printed Name and Title

Date

EXHIBIT "H"

DEBARMENT AND SUSPENSION CERTIFICATION

CONTRACTOR and its duly authorized representative(s) understand, agree, and certify as follows:

1. By signing this Agreement, CONTRACTOR agrees to comply with Federal suspension and debarment regulations found in 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85. "Debarred" means excluded or disqualified from contracting with the Federal, State, or local government.
2. By signing this Agreement, CONTRACTOR certifies to the best of his or her knowledge and belief, that CONTRACTOR, its principals, and subcontractors:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency.
 - b. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
 - d. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
 - e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under Federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
 - f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
3. If CONTRACTOR is unable to certify to any of the statements in this certification, CONTRACTOR shall submit an explanation to the VCBH Contract Manager.
4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the CONTRACTOR knowingly violates this certification, in addition to other remedies available to the Federal Government, the COUNTY may terminate this Agreement for cause or default.
6. CONTRACTOR agrees to provide immediate notice to COUNTY if: (1) CONTRACTOR learns that CONTRACTOR's certification herein was erroneous when made or (2) CONTRACTOR's certification herein becomes erroneous by reason of changed circumstances.
7. COUNTY shall not certify any individual or organizational provider as a SABG provider, or otherwise pay any provider with SABG funds, if the provider is listed on either the Office of Inspector General's Exclusion List or the Excluded Party List System/System for Award Management database. Any such inappropriate payment or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

CONTRACTOR's certification herein is a material representation of facts upon which the COUNTY is relying in entering into this Agreement. COUNTY has the right to immediately terminate this Agreement if CONTRACTOR's certification herein is erroneous or becomes erroneous by reason of changed circumstances.

PROVIDER NAME: (INSERT PROVIDER LEGAL ENTITY NAME)

| | |
|----------------------|------------------------|
| BY _____ | _____ |
| Authorized Signature | Printed Name and Title |
| Date | |

| | |
|----------------------|------------------------|
| BY _____ | _____ |
| Authorized Signature | Printed Name and Title |
| Date | |

RFP ATTACHMENT “C”

REFERENCES

Substance Use Services Alcohol, Tobacco and Other Drug Prevention Services RFP

| References #1 | References #2 | References #3 |
|---|---------------|---------------|
| Organization Name | | |
| | | |
| Reference Contact information | | |
| | | |
| Project/Partnership Description | | |
| | | |
| Staff Assigned to Referenced Project | | |
| | | |
| Project Dates (Start & End)/Project Dollar Value | | |
| | | |

RFP Attachment "D"

**Substance Use Services Alcohol, Tobacco and Other Drug Prevention Services RFP
Non-Collusion Affidavit
To Be Executed By Bidder and Submitted With Proposal**

_____, being first duly sworn, deposes and says that he or she is (Owner) of _____ (Contractor Name) the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the offeror has not directly or indirectly induced or solicited any other offeror to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any offeror or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the offeror has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the offeror or any other offeror, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other offeror, or to secure any advantage against the public body awarding the contract of anyone interested in the offered contract; that all statements contained in the proposal are true; and further, that the offeror has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

Date

Signed at (Place)

Offeror Name
(Person, Firm, Corp.)

Authorized Representative

Address

Representative's Name

City, State, Zip

Representative's Title

**RFP Attachment “E”
Alcohol, Tobacco and Other Drug Prevention Services RFP
RFP Questions by Task**

Bidders may provide a written narrative for one or more of the Task areas listed below.

The written narrative shall be limited to five (5) pages, not including attachments, per Task responding to the questions listed under each Task for which services are proposed.

Please clearly label responses according to the Task number and subsequent questions/prompts under that Task in the order they appear a), b), c) etc., being sure to attach any requested supporting documentation as an Attachment. Attachments submitted, if any, such as sample products, plans or documents, should also be clearly labeled by Task number for ease of review by evaluation committee.

TASK 1 – OPIOID AND ILLICIT DRUG INITIATIVE: PREVENTION AND EDUCATION RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and in Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 2 – OPIOID AND ILLICIT DRUG INITIATIVE: NALOXONE DISTRIBUTION AND OVERDOSE RESPONSE TRAINING RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 3 – OPIOIDS AND ILLICIT DRUG INITIATIVE: ENGAGING MEDICAL PROFESSIONALS TO REDUCE OVERDOSE RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 4 – ADDRESSING HEALTH DISPARITIES INITIATIVE RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.

- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 5 – MARIJUANA & VAPING PREVENTION INITIATIVE RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and in Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 6 – UNDERAGE AND BINGE DRINKING PREVENTION INITIATIVE RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and in Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 7 – IMPAIRED DRIVING PREVENTION INITIATIVE RFP Questions

- a) Describe your agency’s experience with professional Prevention Services.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1), and in Section 1 of RFP.
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral,
- d) written, and presentation skills to successfully complete the project/scope of work.

TASK 8 - TECHNICAL ASSISTANCE AND TRAINING SERVICES RFP Questions

- a) Describe your agency’s experience with professional technical assistance, training and capacity building services within the substance use prevention field.
- b) Identify areas of expertise in one or more of the Prevention Services outlined in the Strategic Prevention Plan 2017-2022 (Refer to Bonfire System Public File Section – ATTACHMENT 1).
- c) Describe your ability to effectively use project management, analytical, interpersonal, oral, written, and presentation skills to successfully complete the project/scope of work.

TASK 9 - MEDIA AND PREVENTION MESSAGING SERVICES RFP Questions

- a) Describe your agency’s experience with planning, designing and implementing population-specific marketing campaigns, and in particular, experience that is related to alcohol and drug prevention campaign development.

- b) What is your agency's experience with media buying and production services across all types of media? Be specific in your expertise and knowledge with Ventura County media markets, and your experience with placement, managing, reporting and analysis of media buys.
- c) Give an example of communications planning and messaging development of educational materials for a specific prevention or health promotion campaign. Describe the planning from conception to execution of the project.
- d) Describe how you would develop and execute a Media Buying Plan for **one** of our Prevention Services Initiatives, as described in our Strategic Prevention Plan. Prepare a brief outline, and how you would target your strategies, including TV, print, radio, and digital media campaigns for a specific population.

TASK 10 - RESEARCH AND EVALUATION SERVICES RFP Questions

- a) What is your agency's experience with Statistical Analyses and Report Development to support plans for counties or other agencies using the Strategic Prevention Framework (SPF)?
- b) Describe your experience in working with Drug Overdose Data which may be available to inform county multi-agency planning on Opioid prevention strategies.
- c) Outline methodologies and Data Collection to Address Vaping (e-cigarettes) and other emergent drug trends, aligning with the Strategic Prevention Plan.
- d) Describe experience using ArcGIS Software, Geo-Spatial Analyses, and Maps to inform prevention.

TASK 11 - SCHOOL-BASED PREVENTION SERVICES RFP Questions

- a) Describe district overview and description of current Student Assistance Program.
- b) Describe activities and tasks associated with Student Assistance policy development and planning.
- c) Describe activities and tasks associated with Staff Training, Development and Capacity-Building.
- d) Describe activities and tasks associated with the implementation of the Student Assistance Program with the BRRIM Screening and Brief Intervention available to all designated school sites.