

**Stanislaus County Behavioral Health and Recovery Services (BHRS)
Substance Abuse Disorder Provider Minimum Qualifications
Recovery Residences Open Enrollment**

This open enrollment shall establish a pool of qualified Recovery Residences (RR) to provide RR services within Stanislaus County. Stanislaus County BHRS has developed a set of minimum qualifications (MQ) required for Recovery Residences. Upon meeting all of the MQ's, a RR may enter into an agreement with Stanislaus County BHRS in order to be reimbursed.

Open Enrollment Point Person: Jeff Sabean (209) 525-5401, jsabean@stanbhirs.org

Estimated/Proposed Timeline

- May 1, 2020
 - Open Enrollment to be discussed and documents will be available at RR Collaboration meeting
- May 1, 2020
 - Open Enrollment documents posted on Stancounty.com
 - Contact vendors absent from meeting and direct them to StanCounty.com for Open Enrollment Documents
- May 21, 2020
 - TA, Q&A Session provided during regularly scheduled RR Collaboration meeting
- June 25, 2020
 - All required documentation due (business license, budget, insurance requirements acknowledgment, etc.) can submit via email to CBHRS@stanbhirs.org, mailed to Stanislaus County BHRS Contract Services at 800 Scenic Drive, Modesto CA 95350 or brought to regularly scheduled RR Collaboration meeting
- Facility walk-throughs will be conducted during July, August and September

Minimum Qualifications

- Submit financial reports that include detailed information about the RR's financial condition (e.g., audited/unaudited financial statements, as applicable, statement of income and retained earnings, letters of reference, etc.)
- Submit an estimated budget (daily rates, capacity, food, laundry, etc.)
- Submit a copy of the RR's business license
- Procure and maintain the insurance requirements detailed in Exhibit B "Insurance Requirements for Professional Services"
- Demonstrate the ability to provide Recovery Residence services in accordance with the Scope of Work, the NARR Code of Ethics for Recovery Residences and the Recovery Residence Guidelines

Selection Procedure

- Once all required documentation is submitted and reviewed by BHRS a site review conducted by a team from BHRS will be scheduled

All agreements begin upon execution and are subject to renewal each fiscal year. The execution of an agreement does not guarantee any minimum or maximum amount of utilization of services, and may or may not be utilized, at the County's sole discretion.

Today's Date: XX/XX/XXXX

Facility Name:

Fiscal Year: FY20/21

Number of beds:

Daily rate:

Contract Maximum:

EXHIBIT B

Insurance Requirements for Professional Services

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** If the Consultant or the Consultant's officers, employees, agents, representatives or subcontractors utilize a motor vehicle in performing any of the work or services under the Agreement Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the Consultant. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

Application of Excess Liability Coverage

Consultants may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL and the Auto policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability and Auto Liability coverage can be provided in the form of an endorsement to the Consultant's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage

For any claims related to this contract, the **Consultant's insurance coverage shall be primary insurance primary coverage at least** as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.

Reporting: Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the County or its officers, officials, employee's, agents or volunteers.

Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County. Notification of insurance cancellation to the County will be contractors' responsibility.

Waiver of Subrogation

Consultant hereby grants to County a waiver of any right to subrogation (except for Professional Liability) which any insurer of said Consultant may acquire against the County by virtue of the payment of any loss under such insurance. Consultant agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the County. The County may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

Acceptability of Insurers

Insurance is to be placed with California admitted insurers (licensed to do business in California) with a current A.M. Best's rating of no less than A-VII, however, if no California admitted insurance company provides the required insurance, it is acceptable to provide the required insurance through a United States domiciled carrier that meets the required Best's rating and that is listed on the current List of Approved Surplus Line Insurers (LASLI) maintained by the California Department of Insurance.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Consultant must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Consultant shall furnish the County with a copy of the policy declaration and endorsement page(s), original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All **certificates and endorsements are to be received and approved by the County before work commences**. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Consultant shall ensure that County is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances

County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Insurance Limits

The limits of insurance described herein shall not limit the liability of the Consultant and Consultant's officers, employees, agents, representatives or subcontractors. Consultant's obligation to defend, indemnify and hold the County, its officers, officials, employees, agents and volunteers harmless under the provisions of this paragraph is not limited to or restricted by any requirement in the Agreement for Consultant to procure and maintain a policy of insurance.

[SIGNATURES SET FORTH ON THE FOLLOWING PAGE]

_____ Exempt from Auto – I will not utilize a vehicle in the performance of my work with the County.

_____ Exempt from WC – I am exempt from providing workers' compensation coverage as required under section 1861 and 3700 of the California Labor Code.

I acknowledge the insurance requirements listed above.

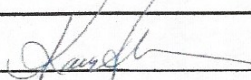
Print Name: _____ Date: _____

Signature: _____ Date: _____

Vendor Name: _____

For CEO-Risk Management Division use only

Exception: N/A

Approved by CEO for Risk Management:  Date: 3/16/2020

SCOPE OF WORK

A. PROVIDER SPECIFIC SERVICES

1. Recovery residences (RR), also known as Sober Living Environments, are an ancillary component of the Stanislaus County Behavioral Health and Recovery Services (BHRS) Drug Medi-Cal Organized Delivery System (DMC-ODS).
2. Recovery residences are safe, clean, sober, residential environments that promote individual recovery through positive peer group interactions among the house members and staff. Recovery residences are affordable, alcohol and drug free, and allow the house members or residents to continue to develop their individual recovery plans and to become self-supporting. Recovery residences do not provide Substance Use Disorder (SUD) treatment services or require licensure by DHCS. Eligibility to Recovery residences requires residents to be actively engaged, off-site, in medically necessary DMC-ODS treatment services which include:
 - a. Outpatient
 - b. Intensive Outpatient
 - c. Recovery Services

B. GENERAL PROVIDER SERVICES

1. Contractor shall ensure that each resident is authorized by the BHRS for admission and length of stay.
2. Contractor shall promote and encourage residents to begin to seek employment upon admission and stabilization.
3. Residents are expected to pay a portion of their rent which will increase in steps as a resident is able to gain financial stability.
4. Contractor program/house manager to meet with resident and complete necessary paperwork.
5. Contractor shall ensure that all residents are receiving, off site BHRS DMC-ODS Outpatient, Intensive Outpatient or Recovery Services.
6. Contractor shall adhere to all Stanislaus County BHRS Guidelines for Recovery Residences attached as Exhibit C.
7. Contractor shall adopt the NARR Code of Ethics, attached as Exhibit D.
8. Contractor shall participate in regularly scheduled RR Collaboration Meetings

conducted by BHRS.

9. Contractor shall participate in annual facility monitoring at least one time per year. This review will include on-site and desk monitoring components.
10. Contractor shall adhere to any new standards created through future federal, state, or local legislation as well as changes in standards, required certifications, and oversight required by BHRS.

C. BILLING AND PAYMENT

1. In consideration of Contractor's provision of services under the terms of this Agreement, the total maximum amount payable for all services shall not exceed \$XXX during the term of this Agreement.
2. Payment of Recovery Residence shall include room and board costs associated with food and lodging only.
3. Contractor shall not be reimbursed when the contractor has discharged the resident from the facility (including for a temporary amount of time). The contractor shall invoice BHRS only for the days that resident has spent the night.
4. Contractor shall obtain special written approval from BHRS RR Contract Monitor or designee in situation where the RR resident was medically or psychiatrically hospitalized or for other approved emergency to hold a bed and be reimbursed for bed hold cost.
5. County shall reimburse Contractor for any undisputed invoices, which County and Contractor agree represent the costs of delivering the services required under the terms of this Agreement for the period covered by the invoice, within 30 days of invoice receipt.
6. Contractor shall submit invoices electronically to abhrs@stanbhers.org or by mail to the following address:

Stanislaus County Behavioral Health & Recovery Services (BHRS)
800 Scenic Drive, Building 4
Modesto, CA 95350
Attention: Accounts Payable

D. TERM

These services shall commence on XXX and continue through XXX.



NARR CODE OF ETHICS

Operators and staff of residences certified as meeting NARR standards shall value and respect each resident and put each individual's recovery strengths and needs at the forefront of all decision making. To meet this obligation, we adhere to the following principles:

1. Assess each potential resident's strengths and needs, and determine whether the level of support available within the residence is appropriate. Provide assistance to the residents with appropriate referrals.
2. Value diversity and non-discrimination.
3. Provide a safe, homelike environment that meets NARR Standards.
4. Maintain an alcohol- and illicit-drug-free environment.
5. Honor individuals' rights to choose their recovery paths within the parameters defined by the residence organization.
6. Protect the privacy, confidentiality and personal rights of each resident.
7. Provide consistent and uniformly applied rules.
8. Provide for the health, safety and welfare of each resident.
9. Address each resident fairly in all situations.
10. Encourage residents to sustain relationships with professionals, recovery support service providers and allies.
11. Take appropriate action to stop intimidation, bullying, sexual harassment and/or otherwise threatening behavior of residents, staff and visitors within the residence.
12. Take appropriate action to stop retribution, intimidation, or any negative consequences that could occur as the result of a grievance or complaint.
13. Provide consistent, fair practices for drug testing that promote the residents' recovery and the health and safety of the recovery environment.
14. Provide an environment in which each resident's recovery needs are the primary factors in all decision making.
15. Promote the residence with marketing or advertising that is supported by accurate, open and honest claims.
16. Decline taking a primary role in the recovery plans of relatives, close friends, and/or business acquaintances.
17. Sustain transparency in operational and financial decisions.
18. Maintain clear personal and professional boundaries.
19. Operate within the residence's scope of service and within professional training and credentials.
20. Maintain an environment that promotes the peace and safety of the surrounding neighborhood and the community at large.

The Code of Ethics must be read and signed by all those associated with the operation of the recovery residence: recovery residence owners, operators, staff and volunteers.

Individuals subject to this code are obligated to report unethical practices according to the reporting rules set forth by the affiliate.

By signing below, I affirm that I have read, understand and agree to abide by this Code of Ethics.

Name (print): _____ Date: _____

Signature: _____

Recovery Residence: _____ NARR Affiliate: _____