



## **REQUEST FOR INFORMATION TO PROVIDE SKILLED NURSING FACILITY/SPECIAL TREATMENT PROGRAMS**

### **I. INTRODUCTION**

The County of Kern, through Kern Behavioral Health and Recovery Services (KernBHRS) is seeking proposals from qualified applicants interested in providing Skilled Nursing Facility/Special Treatment Programs (SNF/STP) to adults and older adults throughout Kern County who are dual diagnosed with a Severe Mental Illness (SMI) in combination with medical conditions that preclude them from being admitted into a basic SNF. The Department's budget for these services is approximately \$100,000,000.

All information submitted by qualified organizations will be retained by KernBHRS. The total available funding for this program is not known at this time.

### **A. BACKGROUND**

The SNF/STP is designed to reduce the utilization of acute psychiatric or medical beds by stabilizing both behavioral and medical symptoms. Clients are expected to progress from intensive psychiatric behavior interventions to functioning independently in the least restrictive setting.

This level of care is for difficult to place clients who may have been declined for placement at a basic SNF due to their extensive psychiatric conditions and low functioning abilities.

### **B. TARGET POPULATION**

This program shall serve adult County residents (ages 18 and older) that have been diagnosed with a SMI and have severe functional impairments meeting requirements for a SNF level of care. This includes individuals with a combination of psychiatric illnesses who may also have co-occurring substance use disorders and complex physical health needs and would otherwise be in a state hospital or acute care facility.

### **C. QUALITY IMPROVEMENT MEASURES AND OUTCOMES**

Clients' psychiatric conditions will be well-controlled and not require a higher level of care to stabilize. Seventy-Five percent (75%) or more of the residents will not be transferred to the acute level of care facility during the term of this Agreement.

Clients' medical conditions will be appropriately managed, avoiding crises of acute medical hospitalization. Sixty-six percent (66%) or more of the residents will not require acute medical hospital treatment during the term of this agreement.

### **D. REPORTING AND DATA COLLECTION REQUIREMENTS**

Proposer will be required to complete a quarterly report in a specified template that includes agency name, legal business status, corporate address, service site address, contractor's signature power, site certification and licenses, and other updates as requested.



## **E. PROGRAM DESCRIPTION**

Proposer shall provide residential treatment for County clients who have serious mental illness and co-occurring substance use disorders, along with accompanying medical issues. Proposer shall provide intensive diagnostic evaluation and treatment for individuals with a combination of psychiatric illnesses who also have co-occurring substance use disorders and complex physical health needs and would otherwise be in a state hospital or acute care facility. Proposer serves individuals who have not been successful in community settings and individuals who have intensive dual recovery needs. All admissions shall be screened and approved through the Kern Linkage Division's (KLD) Long Term Care Supervisor, designee, or KLD Administrator.

Proposer shall conform services to each individual's needs based on the assumption that co-occurring disorders are an expectation in the population served. Proposer's treatment service goals are to allow individuals more choice and involvement in their treatment, the development of social skills necessary for community living, and to improve the chances for success in community environments.

The program shall provide a homelike and comfortable setting for clients who are experiencing medical and behavioral health challenges. The goal is for clients to move towards their potential in their physical, mental, and spiritual health, preventing or decreasing the rate of decompensation, thus reducing placements at higher, more costly levels of care.

The program shall provide the intensive staffing required to supervise and treat clients with behavioral and medical conditions, assisting individuals to maintain or improve functioning and decrease psychiatric symptoms, empowering individuals by providing them more choice and involvement in their treatment, and assisting individuals in the development of socially responsible behavioral, independent living and coping skills necessary for community living.

Proposer has and shall maintain at all times throughout the term of this Agreement, a STP license through the Department of Health Care Services, and a SNF license through the Department of Health Services.

### **1. SERVICE DESCRIPTION**

Proposer shall provide professional nursing care with licensed nursing staff, bed and board, physical therapy, occupational therapy, speech therapy, social services, medications, supplies, equipment, and other services necessary to the health of the individual.

Proposer shall conform services to each individual's needs based on the assumption that co-occurring disorders are an expectation in the population served. Contractor's treatment service goals are to allow individuals more choice and involvement in their treatment, the development of social skills necessary for community living, and to improve the chances for success in community environments.

Proposer is encouraged to engage in a performance improvement partnership with KernBHRS to provide recovery-oriented and co-occurring disorder capable services to include, but not be limited to, the following:

- a. Welcoming engagement;
- b. Multidisciplinary assessment and treatment;
- c. Risk-focused assessment and intervention;
- d. Psychiatric assessment and treatment;
- e. Physical health assessment and treatment;
- f. Psychosocial rehabilitation;
- g. Medication administration and management;

- h. Dual recovery services;
- i. Client support in enhancing role performance in living situations;
- j. Engagement activities, linkages with community case management;
- k. Outpatient treatment services;
- l. Integrated attention to co-occurring substance use issues;
- m. Substance use treatment to improve mental health treatment; and
- n. Two tiers of service levels with varying costs per day per client.

Proposer will provide Service Levels for residents that include:

- a. Level I: Clients with protracted and intensive symptomatology, as well as physical health needs.
- b. Level II: 1-1 service for clients who have current behavioral problems (e.g., physically aggressive, suicidal, self-injurious) and to avoid acute re-hospitalization. This sub-acute level shall be time limited and require preauthorization or notification on the day it is deemed necessary from the Long-Term Care Supervisor, Kern Linkage Division Administrator, or designee.

## **2. STAFFING REQUIREMENTS**

Proposer's organization shall have practices related to recruiting, hiring, and promoting bi-lingual staff and a culturally or ethnically diverse workforce that represents its community. The staffing ratio shall remain consistent with the guidelines set forth in Title 22 of the California Code of Regulations. Skilled nursing staff shall possess and maintain appropriate licenses and certificate in accordance with all statuses and regulations. Background checks, criminal records review, Department of Justice (DOJ) clearance, etc. shall be obtained and maintained in accordance with County rules and regulations.

## **3. CULTURAL COMPETENCY**

Proposer shall deliver services in a way that respects the clients' gender, language, ethnicity, spiritual beliefs, sexual orientation and physical abilities. Services must be delivered in an individualized manner that takes into account the clients' racial, ethnic, and cultural values without any manner of discrimination.

## **II. INFORMATION INSTRUCTIONS**

The Organization's response to this Request for Information (RFI) shall be submitted with all necessary information and documentation needed to demonstrate the Organization's ability to provide Skilled Nursing Facility/Special Treatment Programs described herein, in addition to the following:

### **A. ORGANIZATION INTRODUCTION**

1. The information shall include an introduction describing the Organization, the size of the Organization, the number of employees involved in providing Skilled Nursing Facility/Special Treatment Programs, its organizational structure, and its subcontractors or subconsultants, if any.

2. Include the legal name, address, telephone number, and type of entity (sole proprietorship, partnership, or corporation and whether public or private).

3. Describe the location, dimensions, and layout of your facility.

## **B. ORGANIZATION EXPERIENCE**

1. The Organization should state the firm's experience and the number of consecutive years of actual experience providing Skilled Nursing Facility/Special Treatment Programs.

2. Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company's letterhead. Each reference shall include a current point of contact and a phone number.

3. Each reference letter must have the following information: Date of the original contract; end date of the contract; services rendered; and names, addresses, and telephone numbers of contact persons within client agencies for whom the services have been provided.

## **C. CREDENTIALS/RESUMES**

1. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided. Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including the number of years these employees have been providing services, training certifications of professional and non-professional personnel.

2. Organization shall specifically provide the following information on all management, supervisory and other key employees who will be providing services:

- a. Name, address and phone number
- b. Description of education
- c. General experience
- d. Experience or education related to the request.

## **D. PROJECT APPROACH**

Provide a detailed explanation regarding how your organization can meet our needs and handle our requirements for providing Skilled Nursing Facility/Special Treatment Programs to the targeted population.

## **E. INDEMNIFICATION**

Organization shall will be required to indemnify County against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of Organization's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages or liability are caused by, or result from the negligent or intentional acts or omissions of Organization, its officers, agents, or employees.

Are you able to comply with the requirement? Please explain in your response.

## **F. INSURANCE**

The Organization shall secure and maintain insurance as described below:

### **1. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE REQUIREMENTS**

In the event Organization has employees who may perform any services pursuant to this Agreement, Organization shall submit written proof that Organization is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Organization shall require any sub-contractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are covered by the insurance afforded by Organization. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Organization shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Organization shall also maintain employer's liability insurance with limits of ONE MILLION DOLLARS (\$1,000,000) for bodily injury or disease.

## **2. COMMERCIAL GENERAL LIABILITY INSURANCE REQUIREMENTS**

Organization shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Organization's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitations for independent contractors working on behalf of the named insured. Organization shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate.

The Commercial General Liability Insurance required shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on Insurance Services Office (ISO) form Commercial General (CG) 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

## **3. AUTOMOBILE LIABILITY INSURANCE REQUIREMENTS**

Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least ONE MILLION DOLLARS (\$1,000,000) each occurrence.

The Automobile liability Insurance required shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on Insurance Services Office (ISO) form Commercial General (CG) 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

## **4. PROFESSIONAL LIABILITY INSURANCE REQUIREMENTS**

Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this agreement, with coverage equal to the policy limits, which shall not be less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.

## **5. ADDITIONAL INSURANCE REQUIREMENTS**

Any self-insured retentions in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

If any of the insurance coverages required under this Agreement is written on a claims-made basis, Organization, at Organization's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

All insurance shall be issued by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating, or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person, a Certificate(s) of Insurance stating the required coverages are in effect.

Are you able to comply with the requirement? Please explain in your response.

## **III. SUBMITTAL INSTRUCTIONS**

### **A. SUBMITTAL**

The respondent shall submit **one (1) written copy of the response and one (1) copy on thumb drive**. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc.) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Respondent agrees to be fully responsible for any damage caused by any materials submitted to the County. Please submit all responses to:

Kern County General Services Division  
**REQUEST FOR INFORMATION FOR:  
SKILLED NURSING FACILITY/SPECIAL TREATMENT PROGRAMS**  
1115 Truxtun Ave., 3rd Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

Responses may be delivered in person, by courier service or by mail to the address indicated above. **ALL RESPONSES MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on October 1, 2024**, at the above office and address.

Responses submitted after the above deadline will not be accepted. It is strongly suggested that any responders intending to hand deliver a response on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the response receipt deadline to receive a "test" time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any response received at or after 11:00 a.m. will be returned unopened.

### **B. QUESTIONS**

Questions may be asked via e-mail only to Jewelle Scales, at [jscales@kernbhrs.org](mailto:jscales@kernbhrs.org), no later than **12:00 noon on September 9, 2024**.