

**REQUEST FOR INFORMATION TO PROVIDE SUBSTANCE USE DISORDER PARTIAL HOSPITALIZATION TREATMENT SERVICES****I. INTRODUCTION**

The Kern Behavioral Health and Recovery Services Department (KernBHRS) is seeking proposals from qualified applicants interested in providing Partial Hospitalization Treatment services as defined by the American Society of Addiction Medicine (ASAM) Level 2.5 for youth and/or adults throughout Kern County. Services will be provided consistent with the ASAM Criteria, federal Substance Abuse and Mental Health Services Administration (SAMHSA) best practices, and KernBHRS program practices. Qualifying entities must be dual-diagnosis capable, meaning they are prepared to address the relationship between mental and substance-related disorders and their effect on the clients' readiness to change, as well as relapse and recovery environmental issues through individual and group program content. Partial Hospitalization Treatment Services programs will adhere to all Drug Medi-Cal Organized Delivery System (DMC-ODS) and Department of Health Care Services (DHCS) requirements. The Department's budget for these services is approximately \$1,117,293.

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 County of Kern contracts with providers to deliver Partial Hospitalization Treatment Services to Kern County residents with Medi-Cal insurance. These services provide culturally competent treatment to treat individuals and families experiencing difficulty with functioning in their personal lives, relationships and environments. The purpose of this service is to provide improved clinical and functional outcomes for adults and youth with substance use diagnoses. KernBHRS staff will work closely with any qualified organization selected to provide services to make referrals, monitor quality and frequency of services, client grievances, client satisfaction and other performance indicators, and ensuring timely placement and engagement of clients into care.

**B. TARGET POPULATION**

This program shall serve youth and/or adults in need of Partial Hospitalization Treatment Services. Youth are defined as individuals ages 12 to 17, and adults are 18 years of age or older. Individuals in need of Partial Hospitalization Treatment Services may have co-occurring psychiatric conditions that are worsened by substance use, they may have a history of criminal justice involvement and homelessness.

**C. QUALITY IMPROVEMENT MEASURES AND OUTCOMES**

A minimum of thirty five percent (35%) of participants enrolled in treatment will discharge with positive outcomes.

A minimum of forty percent (40%) of participants will be connected to an outpatient level of care to continue recovery efforts.

Proposer will meet minimum standards defined in the KernBHRS Quality Management Plan and Performance Improvement Projects (PIPs) including, but not limited to, timeliness of first initial contact to first service appointment, frequency of follow up appointments, no-show rates, coordination of physical and behavioral health services, client satisfaction, etc.

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

Client demographic information, insurance, and service dates will be required to be entered into the county electronic health record.

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.

Proposer will be required to provide Drug Abuse Treatment Access Report (DATAR) information, Provider Directory updates and Network Adequacy information.

## **E. PROGRAM DESCRIPTION**

Referrals can be received from the Substance Use Disorder (SUD) Access Line, or by referral from other community agencies, and other hospital departments.

Facility must meet all DHCS Drug Medi-Cal and facility licensing requirements to operate an acute care hospital, chemical dependency recovery hospital or free-standing psychiatric facility.

Treatment must be individualized, consider clinically appropriate interventions based on the needs of the client, address co-occurring symptoms and treatment, utilize evidence-based practices, involve family and supportive others, and provide a supportive environment conducive of recovery.

### **1. SERVICE DESCRIPTION**

ASAM Level of Care 3.1—Clinically Managed Low-Intensity Residential: Residential services provided to clients when medically necessary in a short-term residential program. Residential services are non-institutional, twenty-four (24) hour non-medical, short-term programs that provide rehabilitation services to clients who are unable to establish or maintain sobriety and/or make progress in treatment at an outpatient level. These clients may have more acute and severe problems with behavior patterns, interpersonal and independent living skills, increased relapse potential, and may be in dangerous environments. This level of care will provide twenty-four (24) hour living support and structure with available trained personnel. It offers daily and up to weekly clinical services focused on improving the client's readiness to change, developing coping skills, reducing relapse, and improving recovery and living environment. Services include assessment, care coordination, group and individual counseling, family therapy, medication services, Medication Assisted Treatment (MAT) for Opioid Use Disorder, MAT for Alcohol use disorder, patient education and SUD crisis intervention services, at a minimum of five hours of service per week within the residential facility.

ASAM Level of Care 3.5—Clinically Managed High-Intensity Residential: Residential services are non-institutional, twenty-four (24) hour non-medical, short-term programs that provide rehabilitation services to clients who are unable to establish or maintain sobriety, make progress, or be safely treated at an outpatient level. This level of treatment addresses stabilization of multi-dimensional imminent danger and prepares clients for outpatient treatment. The three components of imminent danger according to the ASAM Criteria include a) the strong probability that certain behaviors, such as continued alcohol or drug use, or relapse will occur, b) the likelihood that such behaviors will present a significant risk of serious adverse consequences to the client, and c) the likelihood that such adverse events will occur in the very near future, within hours and days, not weeks and months.

Clients in need of this level of care may have multiple limitations, including criminal activity, psychological problems, impaired functioning, and disaffiliation from mainstream values. They are, however, able to tolerate and use a full milieu of services and engage with the therapeutic community. Services include assessment, care

coordination, group and individual counseling, family therapy, medication services, MAT for Opioid Use Disorder, MAT for Alcohol use disorder, patient education and SUD crisis intervention services. Services must be provided daily, multiple times per day as needed to create a highly structured environment to improve the clients' ability to organize daily living, reduce symptoms of substance use disorders, and foster improved relationships.

## **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. Staff shall hold appropriate counselor registration and certification that meets DHCS requirements. Organization shall also employ license practitioners of the healing arts (LPHAs), license-eligible LPHAs, with appropriate clinical supervision as outlined in licensing laws. Programs shall also include peer support specialists with appropriate certification. Specific numbers and combination of staff will vary by program and meet SUD residential license requirements.

## **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 Substance Use Disorder Residential Treatment services 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 Substance Use Disorder Residential Treatment services, 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 Substance Use Disorder Residential Treatment services.
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 Substance Use Disorder Residential Treatment services 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:**

**SUBSTANCE USE DISORDER RESIDENTIAL TREATMENT SERVICES**

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**.