

COUNTY OF KERN

**KERN BEHAVIORAL HEALTH &
RECOVERY SERVICES**

**REQUEST FOR PROPOSAL
TO PROVIDE RESIDENTIAL SUBSTANCE USE
DISORDER (SUD) TREATMENT SERVICES**

DUE March 21, 2025

TIME Before 11:00 a.m.

COUNTY OF KERN

KERN BEHAVIORAL HEALTH & RECOVERY SERVICES

Request for Proposal to Provide: Residential Substance Use Disorder (SUD) Treatment Services

The County of Kern, through Kern Behavioral Health & Recovery Services (KernBHRS), is seeking qualified contractors to provide **Residential Substance Use Disorder Treatment Services for Kern County residents**. These services will be provided to youth ages 12-17, pregnant/post-partum women, and/or adults 18 and older who have a substance use disorder and qualify for residential treatment under American Society of Addiction Medicine (ASAM) criteria. Residential service facilities may be located in any area of Kern county or surrounding areas.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

**Kern Behavioral Health & Recovery Services
Jason Armijo II
2001 – 28th Street
Bakersfield, CA 93301
jarmijo@kernbh.rs.org**

Envelopes containing the Proposals are to be marked:

PROPOSAL: **“Residential Substance Use Disorder (SUD) Treatment Services”**

The following dates are set forth for information and planning purposes only. These dates may be changed by County upon notice to prospective proposers:

Issuance DateFebruary 20, 2025
Pre-Proposal Meeting February 28, 2025
Proposal Due Date March 21, 2025
Proposal Due Time Before 11:00 a.m.

Postmark date will not constitute timely delivery. Responses received after the above time **will not** be considered. Proposers are solely responsible for ensuring timely receipt of their Proposals. If hand delivery is planned to our offices, please be aware that delays through building security protocol should be planned for by the proposer since timely receipt of all Proposals is required.

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I. GENERAL INFORMATION

A. Project Background

Kern County spans 8,161 square miles in the San Joaquin Valley of California. The County is divided into eleven (11) Geographic Service Areas for serving individuals needing behavioral health services. The Kern Behavioral Health and Recovery Services (KernBHRS) administration office is located in Bakersfield, the county seat, in the southern region of the San Joaquin Valley.

The Department operates under the directorship of Ms. Alison Burrowes, MA, LCSW and is governed by the five (5) members of the Kern County Board of Supervisors (BOS). The Department strives to promote its mission statement, "Working together to achieve hope, healing, and a meaningful life in the community."

The Department consists of various Systems of Care to serve specific client populations. The Substance Use Disorder Division primarily serves individuals 12 years of age and older who are at risk of developing substance use disorder or who are currently struggling with a substance use disorder.

The Department's goal is to ensure the citizens of Kern County who are afflicted with behavioral health disorders, including mental health and substance use disorders, are provided with services and resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers behavioral health treatment services for adults and minors in most geographic areas throughout Kern County.

This Request for Proposal (RFP) is seeking qualified contractors to provide Residential Substance Use Disorder Treatment Services. These services will be provided to youth ages 12-17, pregnant/postpartum women, and/or adults 18 and older who have a substance use disorder and qualify for residential treatment under American Society of Addiction Medicine (ASAM) criteria.

Contractor(s) shall provide these services in a welcoming, recovery-oriented, family inclusive, culturally competent, and co-occurring capable manner. The levels of service will be delivered in accordance with the American Society of Addiction Medicine (ASAM) criteria. Residential Levels of Care are as follows:

3.1	Clinically Managed Low-Intensity Residential
3.3	Clinically Managed Population Specific High Intensity Residential
3.5	Clinically Managed High-Intensity Residential- Adult
3.5	Clinically Managed High-Intensity Residential- Adolescent
3.2 WM	Clinically Managed Residential Withdrawal Management

A Unit of Service for residential services is defined as a daily rate that includes both a clinical services rate plus a room and board rate. Clinical services include group and individual counseling, care coordination, discharge planning, peer services, and crisis services. A Unit of Service for withdrawal management is defined as a daily rate that includes both a clinical services rate plus a room and board rate. Clinical services in withdrawal management include assessment, care coordination, and observation. For Additional Medication Assisted Treatment (MAT), a unit of service is defined as physician services that include ordering, prescribing, administering, and monitoring of all medications approved by the United States Food and Drug Administration (FDA) for treating substance use disorders per visit or in 15-minute increments.

The current capacity in Kern for Residential Substance Use Disorder Treatment is 109 beds; the goal will be to increase capacity in Kern County to approximately up to 218 beds. The goal of residential treatment is stabilization, interruption of substance use and gaining of basic coping skills in order to increase daily functioning. Length of stay currently averages 30 days but is based on individual clinical need. Clients will be transferred to outpatient treatment services following stabilization.

Proposals may be submitted for consideration to independently operate a currently existing facility, to expand a currently independently operating facility, to open and independently operate a new facility, and/or operate an existing facility located in Bakersfield (up to 65-bed capacity).

Upon review of proposals, the final allocation of each award will be negotiated and amounts will vary. The County reserves the right to award contracts to more than one successful contractor to provide services as required by this RFP. Interested contractors should specify the following in their proposal: which population(s) will be served, whether services will be perinatal or non-perinatal, what type of facility the services will be provided in (owning and operating an existing facility, opening a new facility, operating an existing 65 bed facility owned by a local entity), level(s) of care to be offered, populations served, and capacity level. Please note that standalone Withdrawal Management 3.2 level of care proposals shall not be considered.

The Department expects to spend up to \$26,000,000 per fiscal year on these services.

Residential Service Provider Agreements will be negotiated between KernBHRS and the prospective service provider and approved by the Kern County Board Of Supervisors prior to service delivery. Services shall begin July 1, 2025.

Additionally, the successful proposer will be required to comply with the following prior to proceeding with performing the provisions of the contract:

1. Disclosure of Ownership: provide disclosures of ownership and control. A Disclosure of Ownership form will be provided to the successful contractor by KernBHRS once a contract is awarded.
2. Screening for Ineligible and Suspended Employees and Entities (Exclusions): evidence that the contractor is not identified on the List of Excluded Individuals/Entities (LEIE), the General Services Administration Excluded Parties List System (SAM-EPLS), the DHCS Medi-Cal List of Suspended or Ineligible Providers nor the Social Security Administration's Death Master File (SSA DMF), and that the contractor will not employ individuals or contract with individuals or vendors that are excluded from participation in Federal health care programs. Additionally, KernBHRS has a process in place to verify the accuracy of new and current (prior to contracting with and periodically) providers and contractors in the National Plan and Provider Enumeration System (NPPES).
3. Credentialing Requirements: evidence that the assigned staff to perform the services under the provisions of the signed contract as a result of this RFP are:
 - Qualified in accordance with current legal, professional, and technical standards and are appropriately licensed, registered, waived and/or certified.
 - Must be in good standing with the Medicaid/Medi-Cal programs.
 - Any staff excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in performing the provisions of the signed contract as a result of this RFP.
4. Pre-Award Risk Assessment: this form is an evaluation of the proposer's history, performance, financial status, and the management systems of the organization. This tool allows KernBHRS to determine if adequate systems are in place to appropriately account for allowable and unallowable costs, documentation of expenditures, allocation of costs, cash management, and internal controls.
5. W-9: a completed W-9 form identifying the business entity, federal tax classification and tax identification number (either SSN or EIN).
6. Corporate Compliance: evidence of a comprehensive Corporate Compliance Program that includes auditing, monitoring, and reporting methods designed to guard against fraud, waste, and abuse.
7. Credentialing, Exclusion Reporting and Corporate Compliance Form (CECC): a form to be completed by the successful contractor regarding credentialing, exclusion reporting and corporate compliance program.

8. Insurance Certificate: evidence of insurance as required by the County of Kern that includes all necessary endorsement forms and language to perform the provisions of the contract.

B. Services Required of Successful Proposer

BHRS has developed the attached sample **Exhibit A**, Description and Standards of Services which fully describes the scope of work and services required; deliverables; benchmark requirements; and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result. A detailed description is available in the sample **Exhibit A**, Description and Standards of Services.

Proposers may submit proposals for any of the following operating models:

- To independently operate a facility,
- To expand a currently independently operated facility,
- To open a new independently operated facility; and/or
- Operate an existing facility located in Bakersfield (up to 65-bed capacity).

C. Services Provided by the County

The County will provide a Contact Person as a primary contact, who will arrange for staff assistance by other County staff as may be required. County will also provide whatever information as may be available. County will also be available to meet and discuss project requirements and development at key times in the process.

D. Selection Process

1. **All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee.** After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described,

provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

All local vendors meeting the above stated criteria shall have their final evaluation score increased by five percent (5%) for purposes of determining the Evaluation Committee's final selection for recommendation to the Board of Supervisors.

A local vendor is defined as a proposer who:

- (a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent
- (b) Holds any required business license by the county or a city within the county; and
- (c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

All local vendors with a Local Employee Ratio of 50% or higher will receive an additional 2% score increase, and those with a ratio of 100% will receive a 3% increase to their score. (Rev 11/19)

- (d) Will credit all sales taxes generated pursuant to the contract awarded as a result of the application of this local vendor preference to its business location in Kern County.

This local vendor preference shall not apply to any contracts funded in whole or in part with federal or state funds which do not allow the use of local preferences, or any other contracts which are statutorily or otherwise precluded from the use of local preferences during the selection process.

At-Risk Employer Preference

Per County Ordinance 2.38.132, the At-Risk Employer preference will be implemented. This ordinance provides a preference to local vendors who are also at-risk employers. If there is a tie for the low bid and both bidders are local vendors but one of the bidders is also an at-risk employer, the contract shall be awarded to the low bidder that is also the at-risk employer. In the event local vendors are allowed to submit a new bid equal to or less than the out of county low bidder, and there is a tie for the low bid and one of the

responsible low bidders is also an at-risk employer, the local vendor who is also an at-risk employer will be awarded the contract

To qualify as an “At-Risk Employer,” Vendor shall state below that you have provided gainful employment to “at-risk” individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to ‘at-risk individuals. “At-Risk Individuals” are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

Vendor has employed at least one (1) at-risk individual residing in the County of Kern for at least one year prior to submitting a bid for this project and continues to provide gainful employment to at-risk individuals residing in the County of Kern.

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
 - (a) Proposer’s understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems & our desired objectives?
 - (b) Proposer’s proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in proposal?
 - v. Is the proposed transition or milestone implementation plans feasible?
 - (c) Proposer’s experience in similar projects.
 - i. Does proposer have a proven track record with similar projects?
 - ii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?

- iv. Does proposal provide types, number & duration of current and previous contracts?
- (d) Fee OR proposed rates.
- i. Has proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does proposer list prior contracts that were conducted on time and within budget?
 - iv. Does proposal state length of time for firm pricing?
- (e) Estimated completion date(s) or required start date
- i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does proposal address any time frames mandated by law?
 - iii. Does proposal address the length of time to complete one-time services?
 - iv. Does proposal describe in detail each project phase and the time needed for completion?
 - v. Does the proposal benchmark critical events in the completion of the project?
- (f) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award previous business to the proposer?
- (g) Qualifications of proposer's staff for the project.
- i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does proposer's response address productivity and utilization of staff/management assignments?
- (h) Any other factors the Evaluation Committee deems relevant, for example:
- i. Does proposal offer technology advances included in work approach?

- ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other
- 4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
- 5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
- 6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error and make corrections accordingly.
- 7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
- 8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information not previously submitted to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) daytime period. No extension will be given.

9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

The issuance of this solicitation does not constitute an award commitment on the part of the County, and the County shall not pay for costs incurred in the preparation or submission of Proposals. **The County reserves the right to reject any or all Proposals or portions thereof if the County determines that it is in the best interest of the County to do so.**

Failure to furnish all information requested or to follow the format requested herein, or the submission of false information, may disqualify the proposer, in the sole discretion of the County. The County may waive **any** deviation in a Proposal. The County's waiver of a deviation shall in no way modify the RFP requirements nor excuse the successful proposer from full compliance with any resultant agreement requirements or obligations.

F. Time

Time and the time limits stated in this RFP are of the essence of this Request for Proposal.

G. Standard Agreement For Professional Services

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP as **Exhibit "B"** is the Sample Standard Agreement For Professional Services which are in substantially the form the successful proposer will be expected to sign. The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's Proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

Until such time as the Evaluation Committee has completed its deliberative process and the matter has been set for consideration before the Board of Supervisors, the agreement and all documents and materials relating thereto, the negotiation and execution thereof, including, without limitation, the existence of the Agreement and the negotiations taking place between the parties, shall be confidential.

The **Sample Standard Agreement for Professional Services** is included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the **Standard Agreement for Professional Services** and either:

- i) will agree to and accept the **Sample Standard Agreement for Professional Services** contained therein if selected, or
- ii) indicate those specific provisions of the **Sample Standard Agreement for Professional Services** to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

The selected Consultant will be required to execute an agreement with the County for the services requested **within 30 calendar days** of the award. If agreement on the terms and conditions of the contract that are acceptable to the County including, but not limited to, compensation, cannot be achieved within that timeframe, the County reserves the right to continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

Consultant must identify and provide contact information in their Proposal of the individual within their organization who is authorized to negotiate the terms and conditions of any agreement between Consultant and County.

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of

Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

Vendor shall not perform any work under this Agreement until Vendor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the County's authorized insurance representative.

Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein. The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Vendor shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

The Vendor shall promptly deliver to the County's authorized insurance representative a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the County's authorized insurance representative prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Vendor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement:

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

Vendor 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 Vendor. If any class of employees engaged in work or services performed under this Agreement is not covered by California Labor Code section 3700, Vendor shall provide and/or require each sub-contractor to provide adequate insurance for the coverage of employees not otherwise covered.

Vendor shall also maintain employer's liability insurance with limits of **one million dollars (\$1,000,000) for bodily injury or disease.**

b. Liability Insurance Requirements:

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) 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 Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor 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.**
 - (b) 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.**
 - (c) 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.**
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. **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 ISO form 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) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor'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.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
 - f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a vendor's personnel deliver or perform services for the County while on County property.

- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. Modifications to Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFP, the scope of services may be amended, as determined in the sole discretion of the County. The County may also, from time-to-time, request changes in and/or additions to the services to be provided by the successful proposer. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful proposer, shall be incorporated into the contract prior to execution of the contract, and by written amendments thereto after execution.

J. News Releases

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the **Director of Kern Behavioral Health & Recovery Services**.

K. Compensation

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services.

L. Statutes and Rules

The terms and conditions of this RFP, and the resulting consulting services and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern.

M. Background Review

The County reserves the right to conduct a background inquiry of each proposer that may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories, reputation in the business community and financial condition. By submitting a Proposal to the County, the proposer consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the review.

N. Organizational Conflict of Interest

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

To receive consideration, Proposals shall be made in accordance with the following general instructions:

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent and must be initialed in ink by an authorized representative of the proposer.
2. No oral, telephonic, telegraphic, e-mailed, or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality, and scope of the work to be performed, and the requirements of the County.
4. **All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.**

B. Business Address

Proposers shall furnish their business street address. Any communications directed either to the address so given, or to the address listed on the sealed Proposal container and deposited in the U.S. Postal Service by Certified Mail, shall constitute a legal service thereof upon the proposer.

C. Corrections and Addenda

If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the proposer shall immediately notify the Contact Person of such error in writing and request clarification or modification of the document. Modifications will be made by addenda as indicated below to all parties in receipt of this RFP.

If a proposer fails to notify the Contact Person prior to the date fixed for submission of Proposals of a known error in the RFP, or an error that reasonably should have been known, the proposer shall submit a Proposal at their own risk, and if the proposer is awarded a contract they shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to **Jason Armijo II, Kern Behavioral Health & Recovery Services, 2001 28th Street, Bakersfield, CA 93301**, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County

and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format and Contents

Note: Proposer's Please Read And Following The Assembly Instructions Listed Below:

- **The length of the proposal should be no longer than 25 - 30 pages. Does Not Include Exhibits.**
- **Place All Exhibits At The End Of The Proposal.**
- **Please use complete sentences for each section of the proposal.**
- **Please use 12 point Arial font.**
- **Please do not include Personal Health Information in this or any other section of your proposal. This will be grounds for immediate disqualification from the RFP process.**
- **For ease of review and to facilitate evaluation, the Proposals for this project must be organized and presented in the order requested as follows (no exceptions):**

1. Cover Page:

Clearly indicate the RFP project title and the name of the firm on the cover page. **For example:**

**Request For Proposals For Bee Keeping Services
Submitted By: John Doe Organization
James Smith, Chief Operating Officer**

2. Introduction (1 single spaced page)

Include a letter of introduction about your organization signed by an authorized representative of the firm.

In your introductory statement please include the following language at the end of your introductory statement.

“The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.”

3. Corporate/Agency Profile (1/2 single spaced page):

Provide specific information concerning the firm in this section, including all of the following:

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- Whether you are a local Kern County vendor as defined in section I.D.2. of this RFP (provide the street address of the local office).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

4. Organization's Qualifications and Experience:

Section 4A (1-2 single space pages):

This section is designed to establish the proposer as an organization with the qualifications and experience to operate the program, or provide the services, as specified in the RFP's scope of work, **Exhibit A, Description and Standards of Services**.

In this section, the proposer must provide specific information concerning the organization's qualifications and experience (e.g., skill sets, contractor licensing, certifications etc.) in the services specified in the RFP's scope of work, **Exhibit A, Description and Standards of Services**, preferably within the State of California.

Please include the following header's of information in this section (in this order):

Header #1: The number of staff (key and non-key) involved in providing services

Header #2: Number of years the organization has been providing services

Header #3: Skill sets that organization uses in providing services

Header #4: Contractor licensing, if applicable

Header #5: Certifications, if applicable

Header #6: Examples of completed projects

Header #7: Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)

How to obtain Dun & Bradstreet (D&B) credit scores

- The first step on how to get a D&B rating is to create a D-U-N-S number — which you can request online. In some cases, you might find that your number has already been created for you based on searches by your suppliers, clients or lenders.
- Once the D-U-N-S number is created, you can establish your business credit file and sign up for CreditSignal, which alerts you when there are changes to your score.
- Full reports are behind a paywall, which requires you to sign up for one of the packages.

Note: Place The Dun & Bradstreet (D&B) Report As An Exhibit At The Back Of The Proposal

Section 4B:

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference **company's letterhead**).

Each reference shall include a current point of contact and a phone number.

Each reference letter must have all the following information:

- Date of the original contract;
- End date of the contract;
- Services rendered;
- Names, addresses, email and telephone numbers of contact persons within organizations /agencies for whom the services have been provided.

Note: Organizations will lose points if the references are not on the company's letterhead, providing the reference.

Section 4C:

Provide a list of all organizations with current contact information including email, to which you have provided similar services over the last two years but are not currently working for. Please indicate why you are not currently providing services to said organization(s).

Format Example:

Name Of The Organization:

Name Of The Contact:

Contact's Email Address:

Contact's Phone Number:

Why is your organization no longer providing services to this organization (Keep responses to 2 to 3 sentences):

5. Credentials/Resumes:

Of critical importance is the composition of the team proposed to provide services on this project. Credentials and resumes of the person(s) responsible for administering or providing the services must be provided.

In this section, include the following information:

An organizational chart displaying all the key personnel assigned to the project and/or delivery of services **(1 page)**.

Resumes of all key personnel assigned to the project and/or delivery of services as designated in the organizational chart.

Training certifications of all key personnel assigned to the project and/or delivery of services as designated in the organizational chart.

A summary of the statement of qualifications for each key personnel assigned to the project and/or delivery of services, in the organizational chart, to include the following **(2 to 3 single pages)**:

- General Experience as it relates to the project and/or delivery of services
- Education as it relates to the project and/or delivery of services
- Training as it relates to the project and/or delivery of services
- Credentials as it relates to the project and/or delivery of services

List subcontractors and/or consultant firms, if any, that you plan to use for this project and their relevant experience.

Format Example:

Name Of The Subcontractors and/or Consultant firms:

Contact Name:

Email Address:

Phone Number:

What is their relevant experience as it relates to the RFP's scope of work outlined in Exhibit A – Description and Standards of Service (Keep responses to 2 to 3 sentences):

6. Project Approach, Work Schedule, Transition Plan and Technology Requirements:

Notes:

- ❖ **As your organization drafts this section of the proposal, please answer each statement and ensure that your responses are no longer than 250 words.**

❖ Upon Completion Of This Section The Proposal Should Have 9 or 10 Statements For This Section.

Statement A. Provide a detailed description of the project approach proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards Of Services.

Statement B. Provide a detailed description of the methodology proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards Of Services.

Statement C. Identify the deliverables that will be produced as specified in the RFP's scope of work, Exhibit A – Description and Standards Of Services.

Statement D. Describe the actions that will be performed by your organization in order to comply and meet required benchmarks, performance standards and quality assurance measures.

Statement E. Describe your organization's approach and/or methodology that will be used to address obstructions, constraints, or roadblocks that may occur in providing services.

Statement F. Describe how your organization's Business and Work Environment will assist with the delivery of services as specified in the RFP's scope of work Exhibit A – Description and Standards Of Services.

Statement G. Include specific details with regard to a work schedule which contains an aggressive plan describing how your organization will implement the services as specified in the RFP's scope of work Exhibit A – Description and Standards Of Services.

Statement H. Only Answer If You Are Not The Existing Service Provider: Statement Include specific details with regard to a transition plan (e.g. from an existing provider to new provider) which contains an aggressive schedule that describes how your organization will start up the services as specified in the RFP's scope of work before **July 01, 2025**.

Statement I. Detail and describe security clearance and information technology requirements that your organization has in place to ensure HIPAA compliance.

Statement J. Specify all software and computer technology that is anticipated to be used in rendering the services as specified in the RFP's scope of work Exhibit A – Description and Standards Of Services. If the Proposal includes

the purchase of any software by the BHRS, provide a copy of any software license agreements that BHRS would be required to execute.

Note: Do not include brochures and advertisements in your Proposal

7. Cost of Service:

The Proposal shall clearly state all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.

Note: Please use a budget template that reflects the abovementioned information. The department does not have a specific template.

The budget presented in this RFP is an estimate only. Awarding a contract as a result of this RFP is in no way guaranteeing that the County accepts and approves the submitted budget. The actual budget for each contract will depend on available funding at the time of contract award.

As a general rule, the County prefers a set price or hourly rate for the entire term of any contract. Price escalators such as the **Consumer Price Index** may also have a detrimental impact on the proposer's score determined by the Evaluation Committee and are disfavored by Kern County.

The project costs should include all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc. **Failure to not clearly identify all costs associated with the Proposal may be cause for rejection of the Consultant's Proposal.**

Note: Please use a budget template that reflects the abovementioned information. The department does not have a specific template.

8. Insurance:

The selected proposer will be required to obtain, as a condition of the award of a contract, and **the Proposal shall state that the proposer will obtain the insurance as required in the attached agreement.**

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided 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.

9. Additional Information:

- a. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- b. Include any other information you believe to be pertinent but not required.
- c. Attachments & Appendixes must be a part of the proposal and not sent as separate documents.

10. Confidential Information (Please Read)

Proposers are cautioned that because the County is a public entity, materials designated as “confidential” may nevertheless be subject to disclosure. Proposers are advised that the County does not wish to receive confidential or proprietary information and that proposers are not to supply such information except when it is absolutely necessary.

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

- a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL.”
- b. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

“_____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By:_____ Date:_____

Confidential information as discussed in this section II.D.9 may include:

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

- a. Financial statements, business plans, strategic plans, proprietary market information, analyses, compilations and any other strategic, competitively sensitive or proprietary information shared between the parties as a result of the discussions contemplated by this Agreement;

Business Development-Related Information

- a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;
- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know how, processes or combinations thereof, or compilations of information, records, and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

E. Disposition of Proposals and Proprietary Data

All materials submitted in response to this RFP become the property of the County. Any and all Proposals received by the County shall be subject to public disclosure and inspection, except to the extent the proposer designates trade secrets or other proprietary data to be confidential, after the Evaluation Committee has completed its deliberative process and either the proposer has been informed that they are not the vendor selected by the Evaluation Committee for recommendation to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes, and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

F. Post RFP Issuance

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email to: **Jason Armijo II at jarmijo@kernbhhs.org. No phone calls please, only written inquiries will be accepted.**
- b. After pre-proposal meeting: **An addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Exhibit "A."** Questions with content about the RFP process, where to mail response or other information not related to Exhibit "A" may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time **may** be answered. **The County will accommodate these last-minute questions but will not guarantee that they will be answered if not submitted timely.**

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **February 28, 2025, at 10:00 a.m.** The meeting will be held virtually via **Microsoft Teams**. All interested parties who may have questions or wish to participate in the pre-proposal meeting must email their contact information to **jarmijo@kernbhhs.org**. **The contact information must include:**

- **Organization name**
- **Name of the individual attending**
- **Phone number of the individual attending**
- **Email address of the individual attending**

3. Purpose Of Pre-Proposal Meeting

The purpose of the conference is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP.

Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and **will not be final until they are provided as an addendum to the RFP.**

While some input obtained at the meeting may be incorporated into the RFP via addenda, **remarks and explanations made at the meeting shall not change the provisions of the final RFP.** All interested parties who may have questions are urged to attend.

G. Proposal Submission

The proposer shall **submit one (1) written copy of the Proposal 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. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
REQUEST FOR PROPOSAL FOR:
RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on March 21, 2025** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal 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 Proposal received at or after 11:00 a.m. will be returned unopened.

Only one (1) Proposal may be submitted from each proposer. For purposes of this RFP, a proposer is defined to include a parent corporation of the proposer and any other subsidiary of that parent corporation. If a proposer submits more than one (1) Proposal, all Proposals from that proposer shall be rejected.

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

A proposer may withdraw a Proposal at any time prior to the submission deadline by submitting a written notification of withdrawal signed by the proposer or his/her authorized agent. The proposer must, in person, retrieve the entire sealed submission package. Another Proposal may be submitted prior to the deadline. A Proposal may not be changed after the designated deadline for submission of Proposals.

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EXHIBIT A - SCOPE OF WORK

CONTRACTOR NAME

RESIDENTIAL SUBSTANCE USE TREATMENT SERVICES

EXHIBIT A - DESCRIPTION AND STANDARDS OF SERVICES

I. LEVELS OF SERVICE

The levels of service shall be delivered in accordance with the American Society of Addiction Medicine (ASAM) criteria, regardless of funding source. The ASAM Levels of Care described in this Exhibit A re:

LOC	Description
3.1	Clinically Managed Low-Intensity Residential for Adults
3.3	Clinically Managed High-Intensity Residential
3.5	Clinically Managed High-Intensity Residential for Adults and Adolescents
3.2 WM	Clinically Managed Residential Withdrawal Management

II. GUIDING PRINCIPLES

Kern Behavioral Health and Recovery Services (KernBHRS) has embarked on a mission to develop a system-wide performance improvement process with the goal of implementing a system of care characterized by providing supportive, accessible, recovery-oriented individual and family-centered, culturally competent services that are capable of supporting those with co-occurring mental health and substance use disorders. Substance use disorder providers have been specifically welcomed into this process due to recognition of the fact that, among clients receiving substance use disorder treatment, the presence of co-occurring mental health conditions, whether previously diagnosed or not, is sufficiently common to be considered an expectation.

The following standards are intended to be consistent with the aforementioned mission, and to provide a structure for services offered within the KernBHRS Substance Use Disorder System of Care (SUD SOC) that are not regulated under existing requirements. Providers receiving funding from Drug Medi-Cal (DMC), the Substance Use Prevention and Treatment Block Grant (SUPT) Discretionary, California Work Opportunities and Responsibility to Kids (CalWORKs), Perinatal Drug Medi-Cal, SUPT Perinatal Set Aside, SUPT Prevention Set Aside, and/or the Assembly Bill 109 Public Safety Realignment Act (AB 109), must also comply with the regulations and standards of those funding sources

and programs. The above-mentioned funding sources and programs support an integrated approach to addressing co-occurring mental health conditions during substance use disorder treatment.

- A. Contractor accepts that it is a member of a network of providers of KernBHRS's SUD SOC, a continuum of care based on American Society of Addiction Medicine (ASAM) criteria which includes prevention, early intervention, outpatient treatment, residential treatment, care coordination, recovery services, opioid treatment services and withdrawal management. Contractor readily accepts and shares the responsibility of providing quality services to all clients.
- B. Contractor shall demonstrate support of KernBHRS's SUD SOC by sharing information and resources and by actively seeking to recruit staff and volunteers who are multilingual and who represent the ethnic and cultural diversity of the community in which it serves.
- C. Contractor recognizes that within its current caseload are clients whom have co-occurring mental health conditions. It is important that these clients are welcomed into care without experiencing stigma, and that the number of these clients is accurately identified so that needs can be effectively recognized and met.
- D. Contractor shall strive to participate in local area collaboration efforts and organized collaborative organizations and networks to raise awareness and educate its partners regarding the scope and breadth of substance use disorder problems in the community it serves.
- E. Contractor's programs and activities shall operate in a drug and alcohol-free environment. Any information produced through these funds, and which pertain 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. 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 per HSC Section 11999-11999.3.
- F. Contractor shall collaborate with other programs, including behavioral health programs and physical healthcare providers, when using multiple social systems and levels within a community.
- G. The family unit and social support are considered integral parts of the treatment program for a person experiencing substance use or co-occurring disorders. Treatment interventions must always consider issues of family dynamics and key social relationships, including the possible presence of co-occurring mental health conditions within the family.

- H. Contractor shall make efforts to provide outreach to the diverse cultural and ethnic groups within the community served, while ensuring that the dignity of clients and communities is preserved.
- I. Contractor shall ensure that all pertinent written, oral, and symbolic client and family materials, including but not limited to signage, pamphlets, educational brochures, referrals to resources or speakers, audiovisuals, and self-help kits, are interpreted and translated in the primary language, and from the appropriate cultural perspective, of the communities served.
- J. Contractor shall continually evaluate the needs of the communities being served and shall always endeavor to meet those needs. Further, Contractor shall incorporate the values of the community into its activities, services, and programs.
- K. Cultural and Linguistic Proficiency: To ensure equal access to quality care by diverse populations, Contractor shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.
- L. If receiving Substance Use Prevention and Treatment (SUPT) Block Grant funds, Contractor shall comply with the pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles for Federal Awards, commonly referred to as the Uniform Guidance.
- M. Contractor shall be subject to an annual fiscal review conducted by KernBHRS, per state agreement guidelines.
- N. Contractor shall be subject to all current and prior Department of Alcohol and Drug Program Bulletins and DHCS Behavioral Health Information Notices relevant to the services provided through this contract.
- O. Medi-Cal funded Contractors shall adhere to the Minimum Quality Drug Treatment Standards for DMC.
- P. If SUPT-funded, Contractor shall adhere to the Minimum Quality Drug Treatment Standards for SUPT.
- Q. Contractor shall adopt the DMC-ODS Clinical Practice Guidelines developed by KernBHRS, which follow the Substance Abuse and Mental Health Services Administration's (SAMHSA) Treatment Improvement Protocols (TIPS) and Technical Assistance Publications (TAPs) series.
- R. Contractor shall adhere to Behavioral Health Information Notice (BHIN) No: 22-022, Advertising Requirements for Substance Use Disorder (SUD) Recovery or Treatment, and Behavioral health Facilities: Passage of Senate Bill 434 and 541 (SB 434 and SB 541) as required by the Department of Health Care Services.

- S. Contractor shall adhere to Behavioral Health Information Notice (BHIN) No: 23-007 Additional Advertising Requirements for Substance Use Disorder (SUD) Recovery or Treatment Facilities and Behavioral health Facilities: Passage of Senate Bill 1165 (SB 1165) as required by the Department of Health Care Services.
- T. Contractor shall adhere to Behavioral Health Information Notice (BHIN) No: 23-018, Updated Telehealth Guidance for Specialty Behavioral health Services and Substance Use Disorder Treatment Services in Medi-Cal as required by the Department of Health Care Services.

III. FUNDING SOURCES AND POPULATIONS TO BE SERVED

- A. Drug Medi-Cal (DMC): A program to fund medically necessary alcohol and drug treatment services for clients meeting eligibility requirements, including limited income and resources.
- B. 2011 Realignment: Realignment funding is provided through sales tax and vehicle license fee revenues. Each county is allotted these funds through a statewide formula for substance use disorder treatment services. These funds are available as a match to the Federal Financial Participation and may also be used to cover room and board costs.
- C. Perinatal Drug Medi-Cal: Services for pregnant or postpartum (defined as the sixty-day period after the last day of pregnancy) women, including substance use disorders treatment services and certain case management services including childcare during treatment sessions, and transportation. Funding is applicable for clinical residential services only.
- D. SUPT Perinatal Set Aside: Enhanced services for women who are either pregnant and abusing substances, or women who are parenting and abusing substances, with a child or children ages birth through seventeen (17) years. This funding is available to those women who are attempting to regain legal custody of their child or children. Services are subject to the most current version of the Perinatal Practice Guidelines published by DHCS. Funding only available for room and board costs for qualifying residential stay.

IV. ACCESS TO TREATMENT

- A. KernBHRS's SUD SOC will screen and refer clients for notable substance use problems. Following a screening, through the SUD Access Line Team, the screening and referral team for the KernBHRS SUD SOC, clients are referred to a KernBHRS-approved treatment provider based on one (1) or more of the following: level of care, provider capacity, required funding need, client preference, and/or location proximity to the client.

- B.** Contractor requirements to receive referrals: Contractor shall document assessment appointment availability using “Program Calendar” within the Department Electronic Health Record (EHR) and make the appointments available for use by the SUD Access Line for the purpose of referring individuals.
1. Contractor is responsible for maintaining their “Program Calendar” and shall keep their available slots current for the purpose of receiving new referrals for treatment.
- C.** Contractor shall receive referrals through one of the following methods:
1. For individuals screened through the SUD Access Line, Contractor will receive SUD, Referrals through their “Program Calendar” in the electronic health record (EHR). Contractor shall have the clinician, no later than at the time of assessment, complete a release of information (ROI) in the EHR with the client to allow ongoing communication between KernBHRS and Contractor. Contractor shall scan in to the KernBHRS EHR ROIs that are completed or signed outside of the KernBHRS EHR.
 2. If an individual presents at Contractor’s program prior to screening through KernBHRS, Contractor shall have a clinician complete a ROI for **Kern Behavioral Health and Recovery Services- SUD Division** to allow for ongoing communication between KernBHRS and Contractor. Contractor shall connect the individual to the SUD Access Line for initial screening and authorization. Contractor shall scan into the KernBHRS EHR any ROI’s that is completed or signed outside of the KernBHRS EHR.
 3. Contractor shall follow the process outlined in Policy 5.1.12 Timeliness of Access to Services.
- D.** Contractor is required to submit a Daily Census Report to the KernBHRS SUD Access Line by 8:30 AM every working day to report available treatment slots, at the following e-mail address: SUDAppointmentDesk@kernbhirs.org
- E.** County of Responsibility: Contractor is responsible for verifying Medi-Cal eligibility as indicated in Paragraph “4,” Compensation to Contractor, sub-paragraph “R.” Contractor shall provide DMC-ODS services to Kern County Medi-Cal beneficiaries. KernBHRS is not responsible to reimburse services for clients with a different County of Responsibility indicated on their Medi-Cal. If client resides in Kern, but Medi-Cal is listed as any other county, then Contractor shall assist the client to initiate the inter-county transfer of Medi-Cal coverage. Upon documented initiation of the inter-county transfer, contractor shall inform the Billing team. KernBHRS shall ensure beneficiary receives all covered DMC-ODS services. According to BHIN 21-032, if the beneficiary moves to a new county and initiates an inter-county transfer, the new county is immediately responsible for DMC-ODS treatment services.

F. Informing Materials:

1. Contractor shall provide clients with the KernBHRS template of the Beneficiary Handbook and the DMC-ODS Provider Directory at intake and upon request.
2. Contractor shall make the Beneficiary Handbook and the DMC-ODS Provider Directory available in English and Spanish.
3. Contractor shall make the DMC-ODS Clinical Practice Guidelines available in print or electronically to clients upon request.
4. Contractor shall make written materials in English and Spanish available to clients with special needs, for example, visual disability or limited reading proficiency.
5. Contractor shall inform clients that information is available in alternative formats and how to access those formats. Contractor shall track requests for alternative formats and additional Beneficiary Handbooks in the KernBHRS provided template.
6. Contractor shall adopt and make available to all clients and prospective clients, a client bill of rights that meets the requirements of Behavioral Health Information Notice No: 23-045: California Ethical Treatment for Persons with Substance Use Disorder (SUD) Act: Implementation of Senate Bill 349 (SB 349).

G. Service Priority:

1. Service Priority will be set in the following order:
 - a. Urgent referrals including: Pregnant injecting drug users, Pregnant substance users, individuals using a life-threatening combination of substances (i.e. alcohol and benzodiazepines or heroin, cocaine and alcohol), individuals at risk of severe withdrawal or severe reactions to withdrawal, individuals with recent hospitalization due to SUD (including individuals in the process of discharge from an acute care hospital or withdrawal management), and individuals requesting services from a Recovery Station, the Psychiatric Evaluation Center (PEC), or the Crisis Walk in Clinic (CWIC).
 - b. Injecting drug users; and
 - c. All others.

H. **Timeliness of Access into Treatment:**

1. Contractor shall ensure to meet all applicable timeliness standards outlined in KernBHRS Policy 5.1.12, *Timeliness of Access to Services*.
 2. Contractor shall have a system in place to address timeliness requirements. When Contractor's available assessment and first-time service appointments do not meet the standards for timeliness into treatment, SUD Access Line shall notify Contractor. Contractor shall coordinate to add appointments to bring appointment availability into compliance.
 3. Contractor shall track all clients' initial request for services and follow-up services as outlined in KernBHRS Policy 5.1.12, *Timeliness of Access to Services*, using the current Tracking Log Application KernBHRS has available.
- I. Contractor agrees to report information regarding program capacity and waiting lists by submitting a Drug Abuse Treatment Access Report (DATAR) to County as outlined in KernBHRS policy 5.6.24, *Substance Use Disorder Drug Abuse Treatment Access Reporting (DATAR)*.
- J. There shall be no barrier to access based solely on the presence of a current or past co-occurring psychiatric or medical diagnosis, or solely due to the client receiving prescribed medication.
- K. Admission and readmission criteria shall be in a written policy as stated in Paragraph XI.B of this document. Any exclusionary criteria shall be submitted to the KernBHRS SUD SOC Administrator for approval.

V. **SERVICES**

- A. **Description of Services:** Contractor shall strive to provide all services in a welcoming, recovery-oriented, family inclusive, culturally competent, and co-occurring capable manner. Services will be provided according to the ASAM criteria in the continuum of care that ranges from early intervention to medically managed inpatient treatment and levels of care.
1. **ASAM Level of Care 3.1—Clinically Managed Low-Intensity Residential:**
 - a. **Description:** 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 weekly clinical services focused on improving the client's readiness to change, developing coping skills, reducing relapse, and improving recovery and living environment.

b. **Services:**

i. Assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for Opioid Use Disorder (OUD), MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.

ii. Clinically Managed Low-Intensity Residential Services will be comprised of daily clinical services, at a minimum of five (5) hours of service per week within the residential facility, dependent upon individualized clinical needs. Services include an assessment; problem list; group and individual counseling; safeguarding medications; crisis intervention services; discharge planning services; family therapy; patient education; and care coordination. Care coordination services in the metropolitan Bakersfield area will be provided by KernBHRS.

iii. Contractor shall either directly offer Medications for Addiction Assisted Treatment (MAT) offer a warm handoff referral directly to a MAT provider, or refer clients to the SUD Access Line for a MAT referral to a Narcotic Treatment Program (NTP) for all clients diagnosed with a disorder treatable with FDA-approved medications and biological products at the time of assessment or reassessment.

a) Contractor shall have in place a MAT policy that is in compliance with HSC Section 11834.28(c)(1)) and 11834.28(c) outlined in Behavioral Health Information Notice No: 23-054 Medications for Addiction Treatment (MAT) Services Requirements for Licensed and/or Certified Substance Use Disorder (SUD) Recovery or Treatment Facilities.

c. **Duration:** Residential length of stay will be determined by individualized clinical need.

- d. **Treatment Authorization:** Authorization for residential services will be approved by the SUD Access Line. Appointments for continuing treatment in outpatient settings will be arranged prior to discharge from this treatment level.
- e. **Treatment Goals:** At the end of the residential stay, the client should acquire a period of abstinence and a willingness to participate in an outpatient level of care to continue recovery efforts.
- f. **Transition to lower level of care:** All individuals that exit residential care, successfully or unsuccessfully, shall receive additional SUD services within seven (7) calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form to coordinate for the individual's entry into a lower level of care within seven (7) calendar days of discharge. For unplanned discharges, contractor shall contact the SUD Access Line as soon as possible after the client leaves treatment to facilitate re-engagement into care.

2. **ASAM Level of Care 3.3—Clinically Managed High-Intensity Residential:**

- a. **Description:** 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 care is only available for adults and addresses stabilization of multi-dimensional imminent danger along with less intense milieu and group treatment for those with cognitive, intellectual, developmental, or other impairments. The three components of imminent danger according to the ASAM criteria are:
 - i. The strong probability that certain behaviors, such as continued alcohol or drug use, or relapse, will occur;
 - ii. The likelihood that such behaviors will present a significant risk of serious adverse consequences to the client; and
 - iii. The likelihood that such adverse events will occur in the very near future, within hours and days, not weeks and months. The cognitive impairment may be temporary or permanent, and may be due to a substance related disorder, in combination with a brain syndrome or injury, developmental delay, or age-related cognitive decline.
 - iv. **Services:** In Clinically Managed Population Specific High-Intensity Residential Services, clients will receive daily services, delivered at a slower pace and in a more repetitive fashion to address cognitive impairments that the clients may be experiencing. Services include an assessment,

- treatment plan, group and individual counseling, collateral services, safeguarding medications, crisis intervention services, discharge planning services; family therapy; patient education; and case management.
- v. Duration: Residential length of stay ranges from one (1) to ninety (90) days with a ninety (90) day maximum for adults, unless medical necessity authorizes a one-time extension of up to thirty (30) days on an annual basis.
 - vi. Treatment Goals: At the end of treatment, the client should acquire a period of abstinence and a willingness to participate in an outpatient level of care to continue recovery efforts.
 - vii. Treatment Authorization: Authorization for Residential Services will be approved by the SUD Access Line. Appointments for continuing treatment in outpatient settings will be arranged prior to discharge from this treatment level.
 - viii. Transition to lower level of care: all individuals that exit residential care, successfully or unsuccessfully, shall receive additional SUD services within 7 calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form in the EHR to coordinate for the individual's entry into a lower level of care within 7 calendar days of discharge. For unplanned discharges, contractor shall coordinate to inform the individual's SUD case manager of the unplanned discharge to facilitate re-engagement into care.

3. ASAM Level of Care 3.5—Clinically Managed High-Intensity Residential:

- a. **Description:** 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:

- i. The strong probability that certain behaviors, such as continued alcohol or drug use, or relapse will occur;
- ii. The likelihood that such behaviors will present a significant risk of serious adverse consequences to the client; and
- iii. 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.

- b. **Services:** ASAM Level of Care 3.5 services shall include the following:
 - i. Assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for Opioid Use Disorder (OUD), MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services.
 - ii. Clinically Managed High-Intensity residential services include daily services to build coping skills to establish abstinence outside of a controlled environment, begin establishing a daily routine that supports recovery, begin integrating support activities into daily living, and begin and maintain relationships that will support long term recovery. Residential substance use treatment programs are organized and staffed to provide a highly-structured environment that includes daily clinical services to improve the client's ability to organize daily living, daily clinical activities to stabilize symptoms of substance use disorders, planned community reinforcement to foster community living skills, and services for the client's family and significant others; family therapy; patient education; and care coordination. Care coordination services in the metropolitan Bakersfield area will be provided by KernBHRS.
 - iii. Contractor shall either directly offer Medication Assisted Treatment (MAT) offer a warm handoff referral directly to a MAT provider, or refer clients to the SUD Access Line for a MAT referral to a Narcotic Treatment Program (NTP) for all clients diagnosed with a disorder treatable with FDA-approved medications and biological products at the time of assessment or reassessment.
 - a) Contractor shall have in place a MAT policy that is in compliance with HSC Section 11834.28(c)(1)) and 11834.28(c) outlined in Behavioral Health Information Notice No: 23-054 Medications for Addiction Treatment (MAT) Services Requirements for Licensed and/or Certified Substance Use Disorder (SUD) Recovery or Treatment Facilities.
- c. **Duration:** Residential length of stay will be determined by individualized clinical need.

- d. **Treatment Authorization:** Authorization for Residential Services will be approved by the SUD Access Line. Appointments for continuing treatment in outpatient settings will be arranged prior to discharge from this treatment level.
- e. **Treatment Goals:** At the end of the residential stay, the client should acquire a period of abstinence and a willingness to participate in an outpatient level of care to continue recovery efforts.
- f. **Transition to lower level of care:** All clients discharging from residential services, successfully or unsuccessfully, shall receive additional SUD services within seven (7) calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form to coordinate for the individual's entry into a lower level of care within seven (7) calendar days of discharge. For unplanned discharges, contractor shall contact the SUD Access Line as soon as possible after the client leaves treatment to facilitate re-engagement into care.

4. ASAM Level of Care 3.2 WM - Clinically Managed Residential Withdrawal Management:

- a. Description: LOC 3.2 Withdrawal Management Services are provided in a residential setting. Clients receiving these services shall reside at the facility. All clients receiving Withdrawal Management services shall be monitored during the detoxification process. Withdrawal management services are urgent and provided on a short-term basis. When provided as part of withdrawal management services, service activities, such as the assessment, focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where comprehensive treatment services are provided. A full ASAM Criteria assessment shall not be required as a condition of admission to a facility providing Withdrawal Management. To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.
- b. **Services:** ASAM Level of Care 3.2 WM services shall include the following:
 - i. Assessment, care coordination, medication services, MAT for Opioid Use Disorder (OUD), MAT for Alcohol Use Disorder (AUD) and other non-opioid SUDs, observation (All personnel performing observations must comply with applicable

California State withdrawal management training requirements.), and recovery services.

- ii. Contractor shall either directly offer Medication Assisted Treatment (MAT) offer a warm handoff referral directly to a MAT provider, or refer clients to the SUD Access Line for a MAT referral to a Narcotic Treatment Program (NTP) for all clients diagnosed with a disorder treatable with FDA-approved medications and biological products at the time of assessment or reassessment.
 - a) Contractor shall track referrals to MAT services and report monthly to KernBHRS by the fifth day of the month.
- c. **Duration:** The duration of a course of withdrawal management is determined by the reduction in signs and symptoms of withdrawal so that the client can begin residential treatment services. This determination is made according to established clinical protocols, and averages between three (3) and five (5) days.
- d. **Treatment Authorization:** Authorization for Residential Services will be approved by the SUD Access Line. Appointments for continuing treatment in outpatient settings will be arranged prior to discharge from this treatment level.
- e. **Treatment Goals:** The client will be able to participate in residential treatment services as withdrawal symptoms will have resolved sufficiently to be treated in a residential level of care.
- f. **Transition to lower level of care:** All clients discharging from residential services, successfully or unsuccessfully, shall receive additional SUD services within seven (7) calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form to coordinate for the individual's entry into a lower level of care within seven (7) calendar days of discharge. For unplanned discharges, contractor shall contact the SUD Access Line as soon as possible after the client leaves treatment to facilitate re-engagement into care.

B. Coordination and Continuity of Care

- 1. Contractor shall comply with the coordination and continuity of care requirements as set in 42 CFR §438.208. This shall include at a minimum:

- a. All clients receiving DMC-ODS services from Contractor shall have, or, if under twenty-one years of age, be at risk of developing a substance use disorder.
- b. Contractor shall identify mechanisms to assess all clients, produce, and maintain a problem list for those clients that have a substance use disorder. The problem list shall:
 - i. Be developed with client participation, and in consultation with any providers or significant support person caring for the client.
 - ii. Be developed by a person trained in person-centered planning using a person-centered process and plan, as defined in 42 CFR §441.301(c)(1). Relias course “Person-Centered Planning in Behavioral Health” (REL-BHC-0-PCPBH) is recommended for direct service provider staff.
 - iii. Be in accordance with quality assurance and utilization review standards.
 - iv. Be reviewed and revised at any point in treatment by all service providers acting within their scope of practice, as client’s circumstances or needs change, at the request of the client, or at generally accepted standards of practice per DHCS BHIN 23-068.
 - v. List symptoms, conditions, diagnosis, social drivers, and/or risk factors identified through assessment, evaluations, crisis encounters, or other types of service encounters as per DHCS BHIN 23-068.
- c. Contractor shall have procedures in place to deliver care and to coordinate services for all clients.
- d. Clients shall have a designated primary server and be provided with contact information for primary server.
- e. Contractor shall assure uninterrupted transitions in level of care, other healthcare services, and community and social support services.
- f. Contractor shall meet the standards of timeliness into treatment.
- g. Contractor shall maintain and share, as appropriate, the client health record in accordance with professional standards.

- b. Services shall continue at the assigned program and level of care until the treatment modification form is approved, and an appointment can be secured at the requested level of care. The SUD Access Line will communicate with the requesting provider so that the client can be informed of the new provider location and appointment date and time.
 - c. The requesting provider will assist the client to transition to the newly approved level of care.
 - d. The requesting provider shall not make direct referrals to other SUD treatment providers.
- C. Changed Information: Contractor is required to participate in KernBHRS's system-wide suicide prevention initiative. This participation includes but is not limited to mandatory screening of clients at all contacts (unless less frequent screenings are indicated) assessing, and treating individuals identified as at risk according to the Zero Suicide Protocol as outlined in Policy 5.1.32, Zero Suicide Protocol for Suicide Safe Care.

VI. CLINICAL COMPONENTS

A. Assessment

1. Contractor is required to use the KernBHRS assessment template or an approved American Society of Addiction Medicine (ASAM) Criteria based assessment.
2. The assessment shall include a typed or legibly printed name, signature of the service provider, provider's title (credentials) and date of signature.
3. The assessment shall include the provider's determination and recommendation for ASAM Level of Care and medical necessity, and recommendation for services and additional provider referrals as clinically appropriate. The problem list and progress notes shall support the medical necessity of each service provided.
4. The assessment is an individual session conducted by a Licensed Practitioner of the Healing Arts ("LPHA"), or license-eligible LPHA using a Department-approved tool, based on ASAM Criteria dimensions and risk ratings. The assessment is used to determine medical necessity, eligibility, and level of care for SUD residential treatment services. The session may be conducted by phone, telehealth, or in the office. Initial assessment may be conducted in

person (face to face), by telehealth (synchronous audio and video), or by telephone (synchronous audio only).

5. The assessment may be completed with the client alone, or with a supportive family member, if indicated and with the appropriate authorization to release information.
6. The assessment interview is conducted for developing a biopsychosocial profile of the client and shall include the six (6) ASAM Criteria dimensions of withdrawal potential, medical conditions, emotional cognitive or psychiatric, motivation for recovery, continued relapse/problem potential, and recovery environment.
7. The assessment must be completed in a manner that considers the client's age, gender, ethnicity, sexual orientation, stage of change, and all cultural or special needs.
8. The assessment is the foundation for the development of the problem list and the initiation of clinical services.
9. Contractor shall ensure that individuals are referred to any additional indicated levels of care identified through the assessment, during the intake appointment. Contractor shall communicate with the SUD Access Line to provide additional referrals to additional levels of care based on assessment results.

B. Medical Necessity of Services

1. DMC-ODS services must be medically necessary. Pursuant to W&I Section 14059.5(a), for individuals twenty-one (21) years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.
2. For individuals under twenty-one (21) years of age, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services. (Section 1396d(r)(5) of Title 42 of the United States Code; W&I Section 14059.5(b)(1)).

C. Problem List

1. The provider(s) responsible for the client's care shall create and maintain a problem list.
2. A problem list is a list of symptoms, conditions, diagnoses, social drivers, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.
3. The problem list shall include, but is not limited to, the following:
 - a. Diagnoses identified by a provider acting within their scope of practice if any. Diagnosis-specific specifiers from the current Diagnostic and Statistical Manual of Mental Disorders (DSM) shall be included with the diagnosis, when applicable.
 - b. Current International Classification of Diseases (ICD) Clinical Modification (CM) codes.
 - c. Problems identified by a provider acting within their scope of practice, if any.
 - d. Problems or illnesses identified by the client and/or significant support person, if any.
 - e. Name and title (or credentials) of the provider that identified, added, or resolved the problem, and the date the problem was identified, added or resolved.
4. A Problem identified during a crisis encounter (Crisis Intervention) may be addressed by the provider during that service encounter and subsequently addressed to the problem list.
5. Providers update the problem list on an ongoing basis to reflect the client's current presentation. Provider should amend the problem list when there is a relevant change to a client's condition.
6. Problem lists shall be updated within a reasonable time and in accordance with generally accepted standards of practice.

D. Physical Exams

1. Clients are required to have a physical examination. If they have had one within the twelve (12)-month period prior to admission, the physician shall review the results within ten (10) calendar days of admission for residential services. The physician shall document in the EHR to support that they

have reviewed the physical examination results with printed name, signature, and date.

2. If the client has not had a physical examination within the twelve (12)-month period prior to admission, the physician may perform a physical examination within ten (10) calendar days of admission for residential programs. Residential programs are required to have obtained the Incidental Medical Services, or IMS, capability through DHCS, for this option. Alternatively, the program may assist the client in obtaining a physical exam through primary care.
3. The physical examination results are to be uploaded in the electronic health record.

E. Progress Notes

1. Providers shall create progress notes for the provisions of all treatment services. Each progress note shall provide enough detail to support the service code selected for the service type as indicated by the service code description.
 - i. Should more than one provider render a service to either a single client or a group, at least one progress note per client must be completed. The note must be signed by at least one provider. The progress note shall clearly document the specific interventions/involvement and duration of direct patient care for each provider of the service.
2. Progress notes shall include:
 - a. The type of service rendered.
 - b. A narrative describing the service, including how the service addressed the client's behavior health need (i.e. symptom, condition, diagnosis, and/or risk factors).
 - c. The date that the service was provided to the client.
 - d. Duration of direct patient care for the service, including travel and documentation time.
 - e. Location/Place of the service.
 - f. A typed or legibly printed name, signature of the service provider and date of signature.

- iv. A copy of the discharge plan shall be maintained in the client record. A KernBHRS-approved Discharge Summary shall be completed, and must contain at a minimum:
 - a. Reason for the discharge and type of discharge;
 - b. Duration of treatment;
 - c. Narrative summary of the treatment episode that addresses the six (6) dimensions of the ASAM Criteria;
 - d. Current alcohol and/or drug use;
 - e. Vocational/educational achievements;
 - f. Legal status;
 - g. Living situation and/or support system;
 - h. Client's prognosis and plan for continued recovery;
 - i. Transfer and referral information; and
 - j. Client's comments.
- v. A KernBHRS- SUD Discharge Summary shall be completed within the body of the service note for all discharges regardless of treatment outcome.

H. Individual Counseling

- 1. Individual counseling is a contact between the client alone or with a significant other, and a clinician. Each counseling session shall focus on one (1) (or more, if applicable) of the following topics:
 - a. Completion of the assessment process;
 - b. Evaluation of progress related to the client's problem list and identification of new issues pertinent to recovery from substance use;
 - c. Crisis intervention related to imminent relapse risk; or
 - d. Development of a plan for discharge from treatment.
- 2. Crisis Intervention visits are contacts between a therapist or counselor and a client in crisis, which focus on alleviating immediate crisis problems specifically related to an actual relapse or an unforeseen event or

circumstance, which presents an imminent threat of relapse or significant risk of harm to self or others. Crisis intervention services shall be limited to stabilization of the client's emergency.

3. All individual counseling sessions must be documented in the client record in conformance with a KernBHRS-approved format and include at minimum: date and duration of the service; identification of the problem list problem addressed; interventions provided, client's response/participation in service, next step; and the clinician's signature and title.
4. To monitor progress throughout the treatment episode, individual counseling sessions shall be provided in accordance with the client's individualized problem list, ASAM evaluation, using clinical judgement and clinician discretion. The minimum requirements are listed below:
 - a. Clients will receive a minimum of one (1) weekly individual counseling session to monitor progress along the six (6) ASAM dimensions and consider whether the client can transition to a lower level of care.

I. Group Counseling:

1. Group counseling is defined as a face-to-face contact in which one (1) or more counselors treat two (2) or more clients at the same time, focusing on the needs of the clients. Clinical groups shall consist of at least two (2) clients but not more than twelve (12) clients, with a minimum of one (1) Drug Medi-Cal funded client.
2. All group counseling sessions shall be documented in the client record. Documentation shall conform to a KernBHRS-approved format and include, at minimum: the date and duration of the service; identification of the problem area and interventions provided to address it including any EBPs utilized; action plan; and the clinician's signature and title.
3. Group counseling services shall be provided at a minimum of one (1) time weekly. More frequent group services may be provided based on clinical need and/or judgement. A group sign-in sheet shall document client attendance and shall conform to all Title 22 requirements all applicable BH Informational Notices.

- J. Patient Education: This service consists of providing research-based education on addiction, treatment, recovery, and associated health risks. Psycho-educational groups are designed to educate clients about substance use, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to clients' lives, to instill self-awareness, suggest options for growth and change, identify community resources that can

assist clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf. DMC-ODS and Title 22 group size limits do not apply in residential settings. Services may include topics including parenting, domestic violence, anger management, pre-natal and post-natal drug effects, and research-based health information. Human immunodeficiency virus (HIV) education and intervention topics should include the following:

1. Health Education
 - a. Contractor shall provide clients with education about the prevention of HIV/AIDS, tuberculosis, and Hepatitis C.
 - b. The Department may assist the provider in acquiring screening and testing services for HIV/AIDS, tuberculosis, and Hepatitis C, but ultimate responsibility for referrals to screening and testing remains with the provider.
 - c. Contractor shall document the provision of the health education in the client record.

2. HIV Early Intervention Services
 - a. Contractor shall directly provide, or arrange for the provision of, HIV early intervention services to clients in substance use disorder treatment programs. Early intervention with respect to HIV disease is defined by Title 42, United States Code, Section 300x-24(b) (7) (B) as: Pre-test counseling, testing clients with respect to such disease, and appropriate post-test counseling.
 - b. All programs shall ensure that a confidential area is provided for pre/post-test counseling and collection of specimens for testing purposes.
 - c. HIV counselors may attend group alcohol and other drug (AOD) treatment sessions for the purposes of providing HIV education and offering testing services in a confidential manner.
 - d. Early intervention services for HIV disease must be undertaken voluntarily by, and with the informed consent of, each client. In addition, accepting such services cannot be a requirement of receiving substance use disorder treatment or any other such services.

- e. Documentation related to clients receiving HIV testing and counseling shall be documented in accordance with KernBHRS Policy 10.1.6.
 - f. Contractor shall ensure that health education materials are current, available, and accessible, in English and Spanish versions.
- K. All services shall be provided face-to-face or by telehealth, when appropriate.
- 1. If a visit is provided through telehealth (synchronous audio or video) or telephone, the provider is required to obtain consent for the telehealth or telephone service, at least once prior to initiating applicable health care services via telehealth to a client; an explanation that the clients have the right to access covered services that may be delivered via telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the client without affecting their ability to access covered services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risk related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient Electronic Health Record the provision of this information and the client's verbal or written acknowledgement that the information was received.
 - 2. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential facility shall be in-person.
- L. Contractor shall review and reference KernBHRS Policy 5.1.14, *Service Code Descriptions*, for detailed service code descriptions and scope of practice information.

VII. COMMUNICATION WITH REFERRING AGENCIES

- A. A current and valid consent to release information must be documented in the EHR before there is any communication with a referring agency if the client requests such communication.
- B. **Progress Reports:** Contractor shall complete a monthly client progress report for the appropriate referring agency. Such reports may include information on client attendance, the program's clinical drug testing results, level of participation and

compliance in treatment, fee compliance, progress evaluation and recommendations.

- C. Contractor shall immediately inform referring agency of any unusual circumstances or developments that occur within the treatment setting, that may have an effect on the client's status with the referring agency, such as a need to take a leave of absence from the treatment program, changes of address, employment status, failure to comply with treatment, including fee compliance and positive drug tests completed for clinical purposes.
- D. Contractor shall work collaboratively with the referring agency to address client needs, including but not limited to, vocational, employment, physical health care, etc. throughout treatment.
- E. **Final Discharge Progress Report:** Contractor shall forward the final progress report to the referring agency prior to assignment closing in the electronic health record. Final progress report shall include the date of discharge, the reasons for the discharge, and other pertinent information.

VIII. OTHER TREATMENT RELATED SERVICES

A. Drug Testing

- 1. Clinical Drug Testing: All substance use disorder programs shall include drug testing as a part of their usual clinical procedures in addition to any court-ordered drug testing requirements. Contractor shall obtain and maintain current a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver to conduct drug testing onsite and maintain a current copy of CLIA certificate with Kern BHRS SUD SOC Administrator or designee. Drug testing shall be conducted at a minimum of one (1) time every thirty (30) days; additional drug testing may occur at random or for cause.
 - a. Clinical drug testing is administered as a therapeutic tool in treatment to address denial of substance use disorder and address substance use behavior with clients. Programs may refer to the consensus document by the American Society of Addiction Medicine, Appropriate Use of Drug Testing in Clinical Addiction Medicine for additional guidance.
 - b. Tests may be conducted through urine, or oral fluid (saliva), hair or blood. At a minimum, a five-panel screen must be administered.
 - c. Programs must advise clients upon admission that they are subject to testing according to the program policy and to enhance treatment services.

- d. All positive test results must be discussed with the client, and such discussion shall be documented in the client record.
 - e. Program ordered drug testing shall be at no cost to the client.
 2. Contractor shall adhere to the Urine Surveillance standards specified in the State of California Standards for Drug Treatment Programs, 1981. Programs must have in place a policy specifying drug testing procedures. The policy must address the following:
 - a. Handling of client relapses;
 - b. Description of the conditions under which testing will occur, i.e. random draw, after an unexcused absence, prior to discharge;
 - c. Procedures established to protect against the falsification and/or contamination of any urine sample; and
 - d. Stipulation that the urinalysis result will be documented in the client's file.

B. Clinician Consultation Services:

1. Clinician consultation is not a direct service provided to clients. This service is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. DMC clinicians may consult with other licensed clinicians to support the provision of care. Consultants may include addiction medicine physicians, licensed clinicians, addiction psychiatrists, or clinical pharmacists.
2. The DMC-ODS licensed clinician and consultant may each bill for the clinical consultation service by documenting the consultation service in the EHR using the designated service code.
3. Consultations may occur between DMC-ODS licensed clinicians and the consultant (LPHA) in person, by telehealth, by telephone, or by asynchronous telecommunication systems.

C. Care Coordination

1. Care coordination services are defined as a service to assist a client in accessing needed medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care; integration into primary care,

especially for clients with chronic substance use disorders; and interaction with the criminal justice system, if needed.

2. Contractor shall inform clients about care coordination service availability. Contractor shall make referrals to the SUD Access Line for care coordination service on behalf of the client when needs are identified. Contractor shall collaborate with KernBHRS care coordination teams to coordinate care.
3. Care coordination services offered by Contractor may be provided by an LPHA, a registered SUD counselor, or a certified SUD counselor.
4. Care coordination services may be provided in person, by telehealth, or by telephone with the client in any appropriate setting in the community.
5. Care coordination services include:
 - a. Communication, coordination, referrals, and linkages to physical care;
 - b. Communication, coordination, referrals, and linkages to accessing, establishing, and maintaining appropriate behavioral health care;
 - c. Monitor the client's progress;
 - d. Assist the clients to access other services including vocational resources, educational services, or other community resources; and
 - e. Assist the clients in successful transitions between ASAM levels of care.

D. Recovery Services

1. Contractor shall inform clients about recovery service availability for clients in any level of care. Contractor shall refer beneficiaries to recovery services at any time during treatment in addition to discharge planning. Contractor will ensure client is eligible for recovery services; client does not need to have a diagnosis in remission to access recovery services.
2. Recovery Services include:
 - a. ASAM Assessment
 - b. Group and Individual Counseling
 - c. Psychosocial Rehabilitation Individual

- d. Psychosocial Rehabilitation Group
- e. Family Therapy
- f. Targeted Case Management
- g. SUD Crisis Intervention

E. **Quality Management Plan:** Contractor shall adhere to the KernBHRS Quality Management Plan and the performance improvement projects (PIPs) as designated by KernBHRS. Contractor shall be monitored for accessibility of services through the following applicable measures:

- 1. Timeliness of first initial contact to face-to-face appointment .
- 2. Frequency of follow-up appointments in accordance with individualized problem list.
- 3. Access to after-hours care.
- 4. Strategies to reduce avoidable hospitalizations.
- 5. Coordination of physical and behavioral health services with DMC-ODS services at the provider level.
- 6. Assessment of the clients' experiences, including complaints, grievances and appeals.
- 7. Telephone access line and services in the prevalent non-English languages.

F. **Key Performance Indicators:** Contractor shall perform at standard or exceed the applicable identified KernBHRS Key Performance Indicators. These indicators will include mandated measures as determined by DHCS and/or additional standards set by KernBHRS in order to improve quality of care. These indicators may include, and not be limited to, timeliness, successful discharges, CalOMS discharge status, level of care determinations, etc.

G. **Self-Help Meetings**

Contractor shall require clients to submit proof of attendance at provider-approved self-help meetings, which shall be documented in the case record.

1. Self-help meetings are defined as gatherings that focus on peer support for the purpose of overcoming substance use and other behavioral health disorders.
2. Self-help meetings may include 12-Step meetings, or other meetings approved by the program if they satisfy the definition above.
3. Self-help meetings may also include meetings that have a specific focus on dual recovery.
4. Participation in self-help meetings is required at a minimum of two (2) meetings per month throughout the course of treatment, regardless of level of care.

H. **Sites of Service**

1. Contractor shall advise the County Alcohol and Drug Program Administrator or designee in writing of any potential or planned changes to service locations and/or reductions in services provided within sixty (60) calendar days prior to the planned change.
 2. Contractor shall take steps necessary to maintain DHCS certifications and/or licensure of the site(s) at which services are provided or may be provided.
 3. Residential treatment contractors shall maintain a DMC certification, facility license, and obtain ASAM designation for each residential level of care provided. Adolescent residential treatment facilities shall be licensed by the Department of Social Services or licensed by DHCS with an approved waiver to serve adolescents. Contractor shall maintain a current copy of each required certification/license and provide a copy to the County Alcohol and Drug Program Administrator or designee. Contractor shall provide all current site certifications and fire clearance documentation to the KernBHRS SUD SOC Administrator and/or designee upon renewal.
- I. **Peer Support Services:** Peer Support Services means culturally competent individual and group services, delivered by certified peer specialists, that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower beneficiaries through strength-based coaching, support linkages to community resources, and to educate beneficiaries and their families about their conditions and the process of recovery. Medi-Cal Peer Support Services may be provided with the beneficiary or significant support person(s) and may be provided in a clinical or non-clinical setting. Medi-Cal Peer Support Services can include contact with family members

or other people supporting the beneficiary (defined as collaterals) if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals. Medi-Cal Peer Support Services are delivered and claimed as a standalone service. In addition, Medi-Cal Peer Support Services may be provided in conjunction with other services or levels of care described in this agreement. Medi-Cal Peer Support Services consist of Educational Skill Building Groups, Engagement and Therapeutic Activity services.

J. Hours of Service

1. Contractor shall provide services at times that meet the needs of the clients. This should include evenings and weekends to increase treatment accessibility.
2. Hours of operation and emergency telephone numbers shall be posted in English, Spanish, and other languages that may be appropriate for the communities served at the main entrance and other entrances that clients may commonly access. This posting shall include at least the agency's own crisis and after-hours phone number on the door. Similar information shall be available on a telephone answering device for after-hours and weekend coverage.

IX. SUCCESSFUL DISCHARGE FROM PROGRAM

At discharge from treatment, the progress on the problem list and other key indicators (for example, reduction or elimination of substance use, improvement in relationships and sober support) shall be considered to determine the type of discharge from treatment.

A successful discharge from treatment shall be marked by a discharge reason of "achieved goals" or "left before completion with satisfactory progress." Clinical information will be evaluated for the whole treatment episode to determine whether a discharge is successful or not.

X. DOCUMENTATION AND THE ELECTRONIC HEALTH RECORD

The KernBHRS electronic health record supports the various reporting requirements of the Department. It includes demographic information, referral and discharge codes to match various reporting requirements, and outcomes systems created by state government.

The KernBHRS electronic health record is HIPAA compliant and preserves the security and privacy of each individual served by the Department. Audit reports are monitored by the HIPAA Compliance Officer of the Department.

The KernBHRS electronic health record supports Medi-Cal Rate-Based reimbursement. The billing rules ensure that any service expected to be reimbursed is compliant with regulations including the qualifications and license/certification status of the provider.

- A. Contractor shall maintain necessary computer hardware and software to ensure that service data is entered into the Department EHR.
- B. Contractor agrees to cooperate with outcomes management and reporting systems requirements for DHCS and KernBHRS.
- C. Contractor shall meet the following minimum requirements to coordinate program documentation and access to the Department EHR:
 - 1. All staff shall have a complete Staff Master Worksheet (SMW) submitted to KernBHRS SUD Division, or designee, to participate in, and/or receive access to, the Department EHR. This document contains staff category, name, credential, start date, and a request for access to organizations' reporting units and subunits. Maintain all staff SMWs updated with KernBHRS SUD Division, or designee for Department EHR providers to continue participation and/or access.
 - 2. Each clinical staff member (counselor, LPHA and license-eligible LPHA, MD, etc.) shall have a National Provider Identification ("NPI") number to be eligible to bill for the services provided.
 - 3. Contractor shall ensure all staff complete privacy and security training prior to participating in and/or accessing the Department EHR, and annually thereafter.
 - 4. Contractor shall ensure that all staff with access to the Department EHR complete Department EHR SUD training as provided by KernBHRS and as required by the staff role and access to the Department EHR. Additional training may be required by KernBHRS if staff is associated with multiple documentation deficiencies during KernBHRS audits, reviews, or other utilization review activities.
- D. Additional requirements specific to clerical staff:
 - 1. Clerical staff is responsible for the following:
 - a. Editing the client demographic information for accuracy.
 - b. Ensuring the accuracy of client financial information.
 - c. Ensuring correct pay sources of third-party coverage and closing files upon discharge.

- d. Updating Client Program Assignments to the correct clinical staff responsible for the client chart.
- E. Additional requirements specific to treatment staff:
- 1. Treatment staff are responsible for completing the following:
 - a. CA ASAM
 - b. Adult/Adolescent California Outcome Measurement System (CalOMS) standard admission standard discharge and annual update forms
 - c. Diagnosis based upon Assessment/Reassessment
 - d. Problem List
 - e. Residential progress notes
 - f. Progress Reports (if applicable)
 - g. Admission Agreement
 - h. Program Rules
 - i. Consent for Treatment Form
 - j. Coordinated Care Consent Form
 - k. Consent for Text Communications Form
 - l. Consent for Telehealth Form
 - m. Releases of Information (for KernBHRS SUD Division, client's Medi-Cal managed care plan, and others as appropriate to coordinate care)
 - n. My Recovery Plans (Discharge Planning)
 - 2. LPHAs and license-eligible staff shall conduct and document assessments, re-assessments and determine medical necessity.
- F. Additional requirements specific to clinical supervisors:

1. Supervisors are responsible for completing training on Electronic Health Record reporting as it becomes available through KernBHRS. Reports to be reviewed include, but are not limited to:
 - a. Suspense Reports – to identify and correct suspended services and suspense codes.
 - b. Caseload Reports – to manage caseloads efficiently.
 - c. Pending Progress Note Report - to monitor documented services that are not signed and ensure documentation timeliness standards are met.
 - d. Services with Errors Reports – to monitor documented services that have errors and ensure these are corrected promptly for services to move to complete status.

- G. Electronic health record training requirement may be waived, and/or training may be provided by the contractor internally at the discretion on and approval of the KernBHRS SUD SOC Administrator and the Information Technology Services Manager.

- H. Timeliness of Documentation
 1. Contractor is responsible for compliance with medical record standards as defined by KernBHRS. All clinical service documentation shall be entered and completed in the electronic health record in a timely manner from the date of service and in accordance with BH Information Notice No. 23-068 and subsequent updates, as follows:
 - a. Residential Services Progress Notes - shall be completed for all daily residential and withdrawal management services within three (3) business days of the service date for routine services and one (1) calendar day for crisis services.

XI. REQUIRED POLICIES AND PROCEDURES

Policies developed for the provision of services in this agreement must include documentation of approval from the Contractor’s Board of Directors or other governing body of the program.

- A. **Minimum Quality Drug Treatment Standards for DMC and/or SUPT:** Each Contractor either partially or fully funded through DMC and/or SUPT shall adhere to each DMC and/or SUPT Minimum Quality Drug Treatment Standards, according to funding. Policies and procedures must be present as required by the Quality

Drug Treatment Standards for DMC and/or SUPT. The required policies and/or procedures include Personnel Policies and Program Management.

B. Admission and Readmission Criteria

1. Contractor shall maintain a written policy that describes the criteria for admission, admission priorities, readmission, and exclusionary criteria. As noted above, the policy must clearly state that no client is automatically excluded due to the presence of past or present co-occurring mental illness or due to receiving appropriately prescribed psychotropic medication.
2. The written policy shall describe the program's screening process and a review of eligibility factors that includes consideration of the client's strengths, needs, abilities, and preferences.

C. Client Fees

1. Contractor shall maintain a written description of its Client Fees Policies.
2. The description must include a complete list of customary fees, and state that the fee schedule will be posted on-site in an area easily accessible to clients.
3. A Client Financial Review Form must be fully completed on all clients entering treatment, and when any significant changes in financial status take place. Client fees shall be determined based upon information from the Client Financial Review Form.
4. All clients, except those funded by Drug Medi-Cal and CalWORKs, are to be assessed fees toward the cost of their treatment based on Contractor's determination of the client's ability to pay in accordance with Section 11991.5 of the Health and Safety Code.
5. Such fees shall be deducted from the treatment program's cost of providing services in accordance with Health and Safety Code Section 11987.9.
6. No one is to be denied access to treatment services because of an inability to pay.

D. Confidentiality/Information Sharing

1. Contractor shall maintain client confidentiality in accordance with Health Insurance Portability and Accountability Act (HIPAA and HITECH) and Part 2 of Title 42 of the Code of Federal Regulations.

2. Contractor shall communicate with KernBHRS staff when a valid release of information has been obtained from the client by either party.
3. Clients entering treatment as a condition of probation or parole are also required to give consent.
4. Contractor shall submit progress reports to probation, child protective services, the courts, or any other applicable referring agency at least once per month, or more often if requested by the referring agency with appropriate client consent or authorization to release information.
5. County will approve formats of progress reports.
6. Contractor shall assure all staff complete Confidentiality training including HIPPA and 42 CFR Part 2 upon hire and annually thereafter as required in Exhibit F, "Privacy and Information Security Provisions."

E. Cultural Competence

1. Contractor shall comply with all cultural competence requirements as stated in Paragraph 13 Cultural Competence of the agreement.
2. All services shall be delivered in a manner that respects and pays attention to the client's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities.
3. Contractor shall have the ability to provide services in the established threshold languages of the County, whether by implementation of best practices, by having bilingual staff, or as a secondary process by utilizing interpreter services. Contractor shall report bilingual staff and interpreter services agreement(s) in the Bilingual Quarterly report.
4. Contractor treatment staff shall be required to attend a minimum of six (6) hours of cultural competency training within twelve (12) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter.
5. Contractor shall strive to employ staff who represent the diversity of clients served.
6. Services must be individualized and family-oriented in the context of racial, ethnic, and cultural values. Services shall be provided to all persons who request substance use disorder treatment and meet medical necessity.

F. Grievance Procedure

1. All clients shall be informed of the procedures for grievance resolution or due process.
- 2.. Grievance procedures for all clients shall be posted in an area easily accessible to clients.
3. The procedure shall clearly state the methods by which persons served may speak to the program supervisor for problem resolution.
4. If discussion with the program supervisor does not result in a satisfactory outcome, the client may be referred to the Patients' Rights Office, although the client is free to contact the County Alcohol and Drug Program Administrator at any time.
5. Contractor shall follow KernBHRS policy #10.1.03 (Grievance and Appeal system) and provide required information on grievances to the Patients' Rights Office of KernBHRS.
6. Discrimination Grievances: "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation. Contractor shall inform clients of processes for filing discrimination grievances as follows:
7.
 - a. To file with KernBHRS contact:

Discrimination Grievance Coordinator
KernBHRS Patients' Rights and Family Advocacy
PO Box 1000 Bakersfield, CA 93302
Telephone number: 844-360-8250 (TTY 711)
Fax: 661-836-8143
BHRSPatientsRights@KernBHRS.org
 - b. To file with DHCS Office of Civil Rights contact:

Office of Civil Rights
Department of Health Care Services
P.O. Box 997413, MS 0009
Sacramento, CA 95899-7413
(916) 440-7370
CivilRights@dhcs.ca.gov
 - c. Discrimination based on race, color, national origin, sex, age, or disability can be filed directly with either KernBHRS, DHCS Office of Civil

Rights, as described above, or by contacting the United States Department of Health and Human Services Office of Civil Rights electronically at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf> or by phone or mail at:

U.S. Department of Health and Human Services
200 Independence Avenue, SW
Room 509F, HHH Building
Washington, D.C. 20201
1-800-368-1019, 800-537-7697 (TDD)

Complaint forms are available at <https://www.hhs.gov/ocr/complaints/index.html>

G. Morbidity and Mortality

1. Contractor shall have a written procedure or policy for reviewing cases involving the following events as outlined in KernBHRS Policy #5.1.9: death other than suicide; death by suspected or known suicide; medication errors; and suicide attempts.
 - a. Contractor shall assign a Morbidity and Mortality Reviewing Committee to review Morbidity and Mortality cases and make recommendations to continuously improve quality of care.
 - b. Contractor shall review the event within thirty (30) calendar days of the incident or learning of the incident.
 - c. The incident must be reported on the KernBHRS form “Morbidity and Mortality Summary - Contract Provider” located in KernBHRS Policy #5.1.9.
 - d. Contractor shall make initial report of event through an Unusual Occurrence Report, as specified by Policy #11.1.1, within two (2) business days of the occurrence. Contractor shall complete the “Morbidity and Mortality Summary - Contract Provider” report within thirty (30) calendar days from incident and submit it to KernBHRS SOC Administrator or designee.

H. Treatment Perceptions Survey:

Annually, or as designated by DHCS, Contractor shall collect client perception data for clients served by the programs. The information collected will be used to measure adult and youth clients’ perceptions of access to services and the quality of care. KernBHRS will coordinate the survey process in accordance with the

DHCS established survey period dates. Contractor shall have in place a policy or procedure outlining the process for administering the Treatment Perceptions Survey. The policy or procedure must include the following:

1. Administer survey for every client who attends a scheduled service during the selected survey period dates.

Clients not receiving services during the survey period, and clients in crisis (e.g. emergency incidences) are not to be surveyed.

2. Follow all survey instructions and procedures when administering the survey and return completed surveys to KernBHRS.

I. **Point in Time Survey:**

KernBHRS will conduct Point in Time surveys throughout the year with clients selected at random at different points in time during their treatment episode. Surveys will be conducted by KernBHRS staff by phone, telehealth, or in-person. Contractor shall inform clients about these ongoing surveys according to KernBHRS procedure and encourage participation in the data collection.

J. **Program Integrity:**

Contractor shall implement and maintain procedures that are designed to detect and prevent fraud, waste, and abuse as specified by 42 CFR Section 438.608. Procedures shall include the following:

1. Provision for promptly reporting to KernBHRS and DHCS all overpayments identified or recovered, specifying the overpayments due to fraud.
2. Provision to report to KernBHRS when receiving information about changes in a client's circumstances that may affect the client's eligibility including a change in the client's residence and/or the death of a client.
3. Service Verification: Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by clients and the application of such verification processes on a regular basis.
4. If Contractor makes or receives annual payments under this agreement of at least \$5,000,000, provision for written policies for all employees of the entity, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other federal and state laws described in section 1902 (a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.

5. Provision for the prompt referral of any potential fraud, waste, or abuse that Contractor identifies to the Department Medicaid program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.
6. The Fraud, Waste, or Abuse Provision that states KernBHRS reserves the right to suspend payment to any network provider for which DHCS determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.
7. Program Complaints: Contractor shall comply with the reporting requirements outlined in KernBHRS Policy #5.6.27. All program complaints received by Contractor regarding a DMC certified facility shall be forwarded to the KernBHRS SUD SOC Administrator or designee and to DHCS as outlined in the policy.
 - a. Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities, and counselor complaints may be made by completing a Complaint form, which is available and may be submitted online: <http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>
 - b. Suspected Medi-Cal fraud, waste, or abuse shall be reported to DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

XII. STAFFING STANDARDS

A. Counselor Certification Requirements

Contractor must have sufficient knowledge of the State of California's regulations concerning counselor certification and LPHA requirements and be able to comply with all aspects of those regulations in the timeframes allowed by law. Programs are responsible for being familiar with updates to regulations and law regarding these requirements. Those regulations supersede the terms of this agreement.

B. Program Staffing and Supervision

Contractor shall employ clinical staff consisting of LPHAs, license-eligible LPHAs, registered Alcohol and Other Drug (AOD) counselors, certified AOD counselors, and Medi-Cal peer support specialists.

1. AOD counseling staff: Contractor shall ensure that all AOD counseling staff members have the necessary credentials and expertise to perform assigned tasks, in accordance with the following requirements:
 - a. A minimum of thirty percent (30%) of the primary alcohol and drug counselors will be certified by a DHCS approved counselor

certification agency. LPHA and license-eligible staff are considered certified counselors for the purpose of this ratio.

- b. One hundred percent (100%) of all non-certified alcohol and drug counselors shall be registered with a DHCS approved counselor certification agency prior to initial date of hire.
- c. Registered counselors will have completed at a minimum:
 - i. Seventy-five percent (75%) of the formal Alcohol and Other Drug (AOD) classroom hours of instruction; or
 - ii. A bachelor's degree from an accredited college or university in behavioral science or related field and one hundred sixty (160) supervised hours in a counseling setting.
- d. Registered staff shall have direct supervision by certified staff while counseling clients.
- e. Certified and registered AOD counselors will be able to provide individual counseling, group counseling, care coordination and recovery services.
- f. Staff performing observations must comply with applicable California State withdrawal management training requirements.

2. LPHAs include the following:

- a. Physician (MD), Nurse Practitioner (NPs), Physician Assistants (PAs), Registered Nurses (RNs), Registered Pharmacists (RPs), Licensed Clinical Psychologists (LCPs), Licensed Clinical Social Workers (LCSWs), Licensed Professional Clinical Counselors (LPCCs), Licensed Marriage and Family Therapists (LMFTs), License-Eligible Practitioners working under the supervision of licensed clinicians. Contractor shall ensure that all LPHA staff members have the necessary credentials and expertise to perform assigned tasks, in accordance with the following requirements:
 - i. Licensed, waived, and/or registered with the appropriate agency.
 - ii. License-Eligible practitioners shall provide services under the direction of a licensed professional in accordance to applicable regulations.
 - iii. Staff performing observations must comply with applicable California State withdrawal management (WM) training

requirements, including those specifically outlined in Behavioral Health Information Notice 21-001:

- a) Staff must complete six (6) hours of orientation training that covers the needs of residents who receive WM services for personnel providing WM services or monitoring or supervising the provision of these services;
 - b) Staff must repeat orientation training outlined in (a) within fourteen (14) calendar days of return if staff is returning to work after a break in employment of more than 180 consecutive calendar days;
 - c) On an annual basis, staff must complete eight (8) hours of training that covers the needs of residents who receive WM services;
 - d) Documentation of trainings must be maintained in personnel records and personnel training shall be implemented and maintained by the licensee pursuant to the California Code of Regulations, Title 9, Section 10564(k).
- b. LPHAs, acting within their scope of practice, will be required to conduct intake/assessments, determination of medical necessity, create and update Problem List, and conduct re-assessments.

3. Medi-Cal Peer Support Specialists

- a. A Medi-Cal Peer Support Specialist shall be an individual in recovery with a current State approved Medi-Cal Peer Support Specialist Certification Program certification. The individual must meet all other applicable California state requirements, including ongoing education requirements.
- b. A Medi-Cal Peer Support Specialist shall provide services under the direction of a Behavioral Health Professional (BHP). As defined by BHIN 21-075 a BHP is licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of DMC-ODS or Specialty Behavioral health Services.
- c. Supervision may be provided by a Medi-Cal Peer Support Specialist Supervisor who must meet the standards set forth in BHIN 21-041.

C. Personnel Files

Personnel files shall be maintained for each staff member and volunteers/interns and shall adhere to the Minimum Quality Drug Treatment Standards for DMC and/or SUPT, as applicable to Contractor's funding. The file should contain, at a minimum, all of the following:

1. Application for employment and/or resume;
2. Signed employment confirmation statement/duty statement;
3. Job description;
4. Performance evaluations;
5. Health records/status as required by program or Title 9;
6. Training documentation relative to substance use disorders and treatment;
7. Current registration, certification, intern status, or licensure;
8. Proof of continuing education required by licensing or certifying agency and program;
9. Program Code of Conduct and for registered, certified, and licensed staff, a copy of the certifying/licensing body's code of conduct as well; and
10. Other personnel actions.

D. Staff Competencies

1. Contractor understands that most individuals in substance use disorder treatment may have a current or past co-occurring mental health condition. Contractor shall require staff to obtain training on co-occurring psychiatric disorders to continuously improve the quality of services that are provided within each program. Training topics may include review of specific disorders, evidence-based practices, and treatment approaches that include medications.
2. Contractor must ensure that treatment for co-occurring psychiatric conditions is addressed during SUD treatment, and that staff encourage clients to follow through with services with other treatment providers including therapy, psychiatric evaluations, psychiatric medication management, lab work, etc.

3. Contractor staff working with target population(s) (i.e.- perinatal women, youth, etc.) shall have experience and/or training to show competency for working with the specified target population. Experience and/or training shall be documented in the personnel file.

XIII. MEETING REQUIREMENTS

- A. Contractor agrees to have staff and administrative representation at regular provider meetings including, but not limited to, the County's Chief Executive Officer meeting, the Quarterly Quality Improvement Division SUD meeting, and SUD Treatment Provider meetings.

XIV. TRAINING REQUIREMENTS

- A. Relias is a training platform available to Contractor through KernBHRS. This platform serves as a training resource, with on demand classes and continuing education level courses, and is also used to monitoring training compliance. Contractor shall enroll staff in Relias to participate in these training resources.
- B. Contractor shall have staff representation at County-offered training sessions that are applicable to the services performed in this agreement and/or Contractor may participate in an in-house training approved by the Board of Behavioral Sciences.
- C. ASAM Criteria Training: All direct service staff shall be trained in ASAM Criteria Training prior to delivering SUD treatment services. Direct service staff are required to complete the following: Two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care" from The Change Companies®.
- D. Evidence Based Practices (EBP's): Contractor shall, for all contracted modalities of treatment, incorporate Evidence Based Practices. DHCS and County approved EBP's include the following: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education. Credit for courses other than the EBPs named above shall not be granted unless course is approved by KernBHRS.
 1. Contractor shall select two (2) evidence-based practices (EBPs) for each contracted modality of treatment; and
 2. Ensure that direct service staff are trained in two (2) EBPs for each modality of treatment for which staff will provide direct services. Staff training requirements are as follows:
 - a. An introductory, foundational, and in-depth course for each selected EBP is required to prepare staff to put skills into practice. These one-time courses need to be at minimum six continuing education (6 CE)

units each and completed any time prior and no later than the first twelve (12) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services (*please note that courses meeting this requirement are not available in the Relias training system*); and

- b. Two (2) Relias training EBP courses, per designated modality, is required annually thereafter. A list of approved courses is listed within the *KernBHRS SUD Division Contractor Training Requirements Guide*.
- E.** Addiction Medicine Continuing Education: All LPHA (including both doctors and therapists) staff shall complete a minimum of five (5) hours of continuing education related to addiction medicine within three (3) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Courses will be assigned annually by KernBHRS.
- F.** Drug Medi-Cal Organized Delivery System (DMC-ODS)/Title 22 Training: Direct service staff and supervisor level staff shall complete the DMC-ODS/Title 22 Requirements Training within six (6) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Staff are required to complete training approved by KernBHRS.
- G.** Co-Occurring Training: Direct service staff is required to complete one (1) Co-Occurring Disorder training in Relias within the first twelve (12) months of enrollment into the KernBHRS Relias training system. A list of approved courses is listed within the *KernBHRS SUD Division Contractor Training Requirements Guide*.
- H.** Medications for Addiction Treatment (MAT) Training: Direct service staff and supervisor level staff shall complete MAT training within six (6) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Staff are required to complete MAT training in accordance with their agency's policies and procedures but not less frequently than annually.
- I.** Contractor shall maintain training documentation for all training requirements contained in this agreement and as specified in the *KernBHRS SUD Division Contractor Training Requirements Guide* for staff as follows (unless otherwise noted in this agreement):
 1. File in the staff's personnel file, within seven (7) days, verification of all completed training required by this agreement. Verification documentation of training shall include name of course, source of training, CEs/CEHs earned, and completion date.

2. Trainings completed in Relias, or through a KernBHRS facilitated event may be verified with a Relias course transcript document.
 3. Trainings completed through sources other than Relias or KernBHRS may be verified with a certificate of completion placed in the staff's personnel file and emailed to the SUD Provider Liaison Team at: SUDLiaison@KernBHRS.org
- J. At a minimum 85 percent (85%) of all Contractor staff shall maintain a target completion rate of 85 percent (85%) of required training.
- K. Contractor is subject to corrective action for non-compliance with training standards until Contractor is back in compliance.
1. Contractor shall write a Corrective Action Plan (CAP) for each non-compliance. That CAP shall be written as specified by KernBHRS.

XV. OTHER RESIDENTIAL GENERAL REQUIREMENTS

A. General Requirements

1. Contractor shall strictly adhere to and follow all CCR Title 9 Regulations regarding the operations of drug and alcohol residential treatment facilities, the Youth Treatment Guidelines, current version of the DHCS Perinatal Practice Guidelines, and BHIN No.: 21-075.

B. Admission Criteria

1. Contractor shall complete with each resident a signed and dated inventory of the resident's clothing, personal property, and give one (1) copy to the resident, while retaining one (1) copy for the case record. This inventory is to be updated, as necessary.
2. Contractor shall have written program rules with which clients are expected to comply.
3. Contractor shall provide all clients with an orientation to the program that includes an explanation of the program's services, client rights, rules, and performance expectations.
4. Contractor shall collect documentation from each client of a tuberculosis screening obtained no sooner than six (6) months prior to admission and no later than thirty (30) days after admission.

5. If the client is determined to be unsuitable for this level of care, the Contractor shall arrange for a referral to the SUD Access Line who will determine the appropriate course of action.

C. Staffing

1. Staffing levels shall be based on a resident-to-staff ratio of one (1) staff member to every ten (10) residents.
2. Staffing shall be dependent on the time of day and intensity of recovery or treatment services provided.
3. Additional staffing requirements are contained in Paragraph XII, Staffing Standards within this agreement.
4. Staff performing observations in withdrawal management shall adhere to the applicable California State withdrawal management training requirements.

D. Facility Services

1. Facility access by individuals who are neither residents, facility staff, volunteers, nor authorized visitors shall be limited and monitored by the Contractor.
2. A toilet, washbasin, and shower or bathtub shall be available for each eight (8) persons residing at the facility.
3. Each resident shall be provided three (3) meals per day.
4. A daily service schedule shall be available to residents.
5. Contractor shall ensure the following community living components are available:
 - a. A daily schedule of activities;
 - b. Regular meetings between the clients and the program personnel, addressing matters of program operations, problems, plans and the use of program resources;
 - c. A safe, clean, and secure physical plant, in good repair;
 - d. Opportunities to participate in activities that would be found in a home setting, including activities such as the preparation of food and the performance of routine household duties;

- e. Adequate personal space for privacy;
- f. Security of residents' property;
- g. A home-like and comfortable setting;
- h. Evidence of individual possessions and decorations;
- i. Daily access to adequate nutritious meals and snacks;
- j. Access to medical, dental, mental health, and pharmaceutical services; and
- k. Separate sleeping areas in accordance with the genders, ages, and needs of the persons served.

XVI. ADDITIONAL STANDARDS OF CARE FOR CONTRACTED PERINATAL TREATMENT SERVICES PROVIDERS

A. Authority

- 1. Programs contracted to provide perinatal treatment services must adhere to and follow the most current DHCS Perinatal Practice Guidelines.
- 2. If the program is providing perinatal services under an enhanced Drug Medi-Cal certification, Contractor shall adhere to the Perinatal Drug Medi-Cal regulations, contained in the California Code of Regulations (CCR), Title 22, Division 3, Health Care Services.

B. Target Population

- 1. To be eligible for perinatal funding, a program must serve women who are either:
 - a. Pregnant and drug using; or
 - b. Parenting and drug using, with a child(ren) ages birth through seventeen (17) years. Parenting also includes a woman who is attempting to regain legal custody of her child(ren).
- 2. For Drug Medi-Cal perinatal eligibility, women must be either pregnant or postpartum for a period up to sixty (60) days beginning on the last day of her pregnancy, through the end of the month in which the sixtieth (60th) day occurs.

C. Admission Priority

1. The Admission Priority for women in perinatal funded services shall adhere to the following priority list:
 - a. Pregnant injecting drug users (Urgent request: access within 48 hours of initial service request);
 - b. Pregnant substance users (Urgent request: access within 48 hours of initial service request);
 - c. Parenting injecting drug users (access within five (5) business days of initial service request); and
 - d. Parenting substance users (access within ten (10) business days of initial service request).

D. Basic Services

1. Programs providing perinatal drug treatment services must provide:
 - a. Services specific to women, which may address, but not be limited to, issues of relationships, sexual and physical abuse, and parenting. Men may not be included in perinatal services.
 - b. Educational components, which may address, but not be limited to, the following services:
 - i. Educational/vocational training and life-skills resources;
 - ii. TB, HIV, and Hepatitis C education and counseling;
 - iii. Education and information on the effects of alcohol and drug use during pregnancy and breast feeding; and
 - iv. Parenting skills building and child development information.
 - c. Case management services to ensure women and their children have access to primary medical care, primary pediatric care, gender-specific substance abuse recovery and treatment, therapeutic services for the children, and other needed services.
 - d. Transportation either provided or arranged for, to and from the treatment site, to obtain medical care or employment, primary pediatric, therapeutic services for children, and to and from ancillary services for women who do not have their own adequate transportation.

- e. Ancillary services including, but not limited to, assistance in accessing and completing dental services, social services, community services, educational and/or vocational training and other services that are medically necessary to prevent risk to the fetus or infant.
- f. Ancillary services including, but not limited to, assistance in accessing and completing dental services, social services, community services, educational and/or vocational training and other services that are medically necessary to prevent risk to the fetus or infant.
- g. Childcare must be available for program clients' children while the women are participating in on-site treatment program activities and off-site ancillary services. Activities for children may include efforts to address their developmental needs, sexual and physical abuse, and neglect issues. Childcare may be provided on-site, either through a licensed program or a licensure-exempt cooperative. The following elements define a childcare cooperative:
 - i. The mothers are on-site, and the children are under their care and supervision;
 - ii. The number of children is limited to no more than twelve (12) at any one time;
 - iii. Child development staff present the mothers with parenting skills training, child development education, and supportive role modeling.
- h. Off-site childcare facilities must be either licensed or licensure-exempt because the children are not under the care and supervision of their mothers.
- i. Childcare must be provided for clients' children according to the following schedule:
 - i. For clients' children between birth and thirty-six (36) months, while the mothers are participating in the program (unless DHCS approves a waiver), on-site childcare must be provided.
 - ii. For clients' children who are between the ages of thirty-seven (37) months and twelve (12) years of age, on- or off-site childcare may be provided.

- iii. For clients' children between ages thirteen (13) and seventeen (17) childcare may be provided if necessary and appropriate, as long as their inclusion does not negatively impact the younger children.
- iv. Clients with newborn babies may attend group sessions with their newborns and care for them during group sessions.
- j. Programs are required to provide for, or arrange for, primary medical care for women in treatment, including referrals for prenatal care. They must also provide or arrange for primary pediatric care, including immunizations, for dependent children.
- k. Programs providing direct primary medical care for women and/or primary pediatric care for dependent children must seek alternative funding for these services before using federal perinatal funds. Medi-Cal, Medicare and other health insurance must be billed first, and programs using federal perinatal funds must document that alternative funding is not available. Programs may use client fees providing the KernBHRS-approved schedule of fee assessment and collection is applied. State General Funds cannot be used to provide medical treatment.
- l. Programs must facilitate for the screening of clients' children to address the children's developmental, emotional and physical needs. Tools and referrals will address children's mental health and/or counseling needs, developmental needs, screening for sexual abuse, physical abuse and neglect, and make recommendations to the clients' for accessing these services for their children.

XVIII. OUTCOME MEASURES

- A. Treatment Successful Discharge:** A minimum of thirty-five percent (35%) of adults enrolled in treatment will discharge with positive outcomes. Outcome will be measured quarterly through Department EHR data reports including clients discharged with a CalOMS discharge code 1, 2, 3, and 4 during the contract term.
- B. Other DMC-ODS Evaluation:** Contractor understands that UCLA will conduct statewide evaluation of the DMC-ODS Waiver, in which Kern County will participate. Evaluation will center around areas of 1) Access, 2) Quality, 3) Cost, and 4) Coordination. Contractors will ensure that staff provide accurate information in the following areas to facilitate this process:
 - 1. Initial appointments and timelines into services

2. CalOMS data for admission, discharge, and annual updates
3. DATARs
4. Availability to provide services in languages other than English
5. ASAM placement and assessment data
6. Information on transitions between levels of care
7. Utilization of evidence-based practices
8. Grievances
9. Survey data

Contractor will be informed of additional survey data to be collected, including the Treatment Perceptions Survey for adults and youth. Contractor shall facilitate the process for clients completing these surveys as outlined in Paragraph XI.H.

XIX. ADDITIONAL REQUIREMENTS FOR CONTRACTORS USING SUBSTANCE USE PREVENTION AND TREATMENT BLOCK GRANT (SUPT) FUNDS

- A. Additional Contract Restrictions:** This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.
- B. HATCH Act:** Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart, F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
- C. No Unlawful Use 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 (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.
- D. 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 Substances Act (21 USC 812).

- E. 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 the 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. The Contractor shall advise all subcontractors 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 has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).
- F. Restriction on Distribution of Sterile Needles:** No SUPT funds made available through this Contract 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.
- G. Health Insurance and Portability and Accountability Act (HIPAA) Act of 1996:** All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit F, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit F for additional information.
1. Trading Partner Requirements:
 - a. 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)).
 - b. 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)).
 - c. No Unauthorized Uses. Contractor hereby agrees that for 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(d)).

- d. No changes to Meaning or Intent. Contractor hereby agrees that 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)).
2. Concurrence for Test Modifications to HHS Transaction Standard: 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, County agrees that it will participate in such test modifications.
 3. Adequate Testing: Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.
 4. Deficiencies: Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.
 5. Code Set Retention: Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.
 6. 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 Contract. 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.

- H. Nondiscrimination and Institutional Safeguards for Religious Providers:** 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.
- I. Counselor Certification:** Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.
- J. Cultural and Linguistic Proficiency:** To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract 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?vl=2&lvld=53https://thinkculturalhealth.hhs.gov/clas/standards>
- K. Intravenous Drug Use (IVDU) Treatment:** Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).
- L. Tuberculosis Treatment:** Contractor shall ensure the following related to Tuberculosis (TB):
1. Routinely make available TB services to individuals receiving treatment.
 2. Reduce barriers to patients' accepting TB treatment.
 3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.
- M. Trafficking Victims Protection Act of 2000:** Contractor and its subcontractors that provide services covered by this Contract 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.
- N. 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 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 also 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.

- O. 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.

- P. Participation of County Behavioral Health Director’s Association of California:** The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director’s Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services. The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the California Behavioral Health Director’s Association of California.

- Q. Adolescent Best Practices Guidelines:** Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: <0Guide/AdolBestPracGuideOCTOBER2020.pdf>

- R. Byrd Anti-Lobbying Amendment (31 USC 1352):** 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 any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

S. Nondiscrimination in Employment and Services: Contractor certifies that under the laws of the United States and the State of California, Contractor will not unlawfully discriminate against any person.

T. Federal Law Requirements:

1. 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.
2. 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.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (29 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. 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.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

U. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No 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 subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. Additional Contract Restrictions:

1. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
2. This Contract 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 Contract in any manner.

W. Information Access for Individuals with Limited English Proficiency:

1. 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.
2. 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 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.

X. Subcontract Provisions: Contractor shall include all of the foregoing Section XIX provisions in all of its subcontracts. These requirements must be included

verbatim in contracts with subrecipients and not through documents incorporated by reference.

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EXHIBIT B – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

NOTE:

THIS IS AN EXCERPT OF A SAMPLE AGREEMENT. THE ACTUAL CONTRACT WILL BE PRESENTED AND DISCUSSED DURING CONTRACT NEGOTIATIONS.

AGREEMENT FOR PROFESSIONAL SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

(RESIDENTIAL SUBSTANCE USE DISORDER TREATMENT SERVICES)

THIS AGREEMENT is made and entered into on _____, by and between the County of Kern (“County”), a political subdivision of the State of California, as represented by the Behavioral Health and Recovery Services Department (“County”, “KernBHRS” or “Department”), and <<CONTRACTOR NAME>> (“Contractor”), a «LegalStatus», [whose principle place of business is] [with its principal place of business] located at <<Street Address>>, <<City>>, <<State>>, <<Zip>>. County and Contractor are referred to individually as a “party” and collectively as the “parties.”

WITNESSETH:

A. Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially trained and experienced and competent to perform those services; and

B. The Department requires a full continuum of [services] in a treatment environment that maximizes the integration of the services for Kern County clients of diverse ethnic, racial, and social backgrounds residing in the [area] who require [type] services; and

C. County desires to engage Contractor to provide said services and Contractor, by reason of Contractor's qualifications, experience, and facilities for doing the type of work herein contemplated, has offered to provide the required services in accordance with the terms set forth herein.

NOW, THEREFORE, IT IS AGREED between the parties hereto as follows:

1. TERM

This agreement shall commence on **July 1, 2025, and shall remain in effect through June 30, 2026,** unless sooner terminated as hereinafter provided.

2. MODIFICATIONS OF AGREEMENT

Material changes to this agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

3. STANDARDS OF SERVICE

A. Contractor shall provide the services and adhere to the standards of service described in Description and Standards of Services, which is attached hereto and made a part hereof. Failure to comply with the standards of service shall be deemed a material breach of this agreement and may result in termination of the agreement.

B. Contractor shall comply with all applicable regulations set forth by the California Department of Health Care Services (DHCS) and any other applicable governing bodies. By this reference, those regulations are made a part of this agreement. Additionally, County requires Contractor to provide proof of adherence to specific administrative and ethical principles in order to be eligible to contract with County. These principles are included in Additional Administrative and Ethical Requirements, which is attached hereto and made a part hereof. Failure to comply with all applicable regulations and principles shall be deemed a material breach of this agreement and may result in termination of the agreement.

C. Contractor shall not be required to provide, reimburse for, or provide coverage of, a counseling or referral service if Contractor objects to the service on moral or religious grounds. ([Section 1932\(b\)\(3\)\(B\)\(i\) of the Social Security Act, 42 Code of Federal Regulations \("CFR"\) § 438.10\(g\)\(2\)\(ii\)\(A\)](#) and [438.102\(a\)\(2\).](#)) If there are any referrals to services or counseling that Contractor will not provide, Contractor shall inform KernBHRS prior to the execution of this

agreement or at least thirty (30) days prior to the effective date during the performance of this agreement. Contractor shall provide the same information to potential beneficiaries before and during enrollment and to beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

4. COMPENSATION TO CONTRACTOR

A. KernBHRS shall reimburse Contractor for client services provided and documented into the KernBHRS' electronic health record within the timeframes established by County, up to the maximum amount set forth in this agreement. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual.

1. Payment terms are next thirty (30) days from the date County receives an acceptable Claim for Payment from Contractor.

B. No funds paid to Contractor through this agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off, pursuant to the [Fair Labor Standards Act of 1938](#), [29 United States Code \(USC\) Section 201](#), et seq., or applicable state law.

C. This agreement is subject to County's annual appropriation process. In the event that funds representing Contractor's compensation and reimbursement for expenses of the services provided pursuant to this agreement are not appropriated within the approved County budget in any fiscal year, this agreement shall be deemed terminated and shall be of no further force or effect as of the date County's budget is approved. County will provide Contractor with thirty (30) days' prior notice of any such action.

D. No payment shall be made to Contractor if Contractor has any federal, state, or county liens outstanding. Should County discover a record of an outstanding lien, County shall immediately notify Contractor about the lien record, immediately investigate the circumstances, and determine a course of action within thirty (30) days of discovery. The Department may consider a repayment arrangement between Contractor and the lien-maker as reasonably satisfying this agreement stipulation. Contractor shall provide to County, within fifteen (15) days of request, a copy of the repayment arrangement document(s), the name of the contact person with the lien-maker agency that can verify the repayment arrangement, and a written statement explaining what resources Contractor is using to accomplish the repayment.

E. County will periodically evaluate Contractor's program costs for the purpose of assessing the reasonableness of County's payments for services provided. Contractor will be provided reasonable notice if additional contractual and/or service delivery issues are to be reviewed. Contractor is expected to prepare necessary reports and other material to adequately explain Contractor's use of funds as specified in this agreement. County may prescribe specific report formats and data content as deemed necessary at the sole discretion of County.

F. Monitoring and other reviews may be conducted by DHCS or other governing bodies in accordance with regulations in effect during this agreement. County will recoup payments for all claims disallowed from Contractor. Upon receiving notification of disallowed claims, County will send a demand notice to Contractor. Contractor shall reimburse County within thirty (30) days of the date of the demand notice. If disallowed claims are not paid to County within thirty (30) days of the date of the demand notice, County may exercise the option to withhold payments from Contractor until such time as payment is received in full. For all cases, County amounts withheld from Contractor shall be considered as payments to Contractor.

G. Contractor shall take all necessary measures to obtain and maintain state certifications and/or licensure of the site(s) at which Contractor provides services under this agreement. Certification must be in accordance with Drug Medi-Cal (DMC) regulations and the Americans with Disabilities Act (ADA). Official fire clearance must take place prior to service provision and annually thereafter. Contractors performing laboratory testing on human specimens shall have the appropriate certification by the [Clinical Laboratory Improvement Amendments of 1988 \(CLIA\)](#) or maintain a CLIA-Exemption.

H. Contractor shall provide documentation of all applicable certifications and/or licensure to the SOC Administrator or designee upon agreement and annually thereafter. If a site is not Drug Medi-Cal certified, or if the Drug Medi-Cal renewal is delinquent, County will not bill for Medi-Cal services, or forward payments to Contractor, until site certification is obtained or renewed. Contractor shall comply with the following regulations and guidelines:

1. [Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8](#)
2. [Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1](#)
3. Minimum Quality Treatment Standards
4. [Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et. Seq.](#)
5. [Title 22, CCR, Division 3, Subdivision 1, Article 1, Sections 51000.3 et. Seq.](#)
6. In the event of conflicts, the provisions of [Title 22](#) shall control if they are more stringent.
7. Terms of Drug Medi-Cal Organized Delivery System Intergovernmental Agreement.

I. Contractor shall be responsible for notifying the KernBHRS SUD SOC Administrator or designee of intent to reduce covered services or relocate. Any reduction in covered services or relocation shall not be implemented until approval is issued by DHCS. A DMC certification application must be submitted to DHCS Provider Enrollment Division sixty (60) days prior to the desired effective date of the reduction of covered services or relocation.

J. Complaints: Contractor will provide information on all complaints and grievances to KernBHRS within forty-eight (48) hours of discovery as stated in the **Exhibit A**. KernBHRS shall be responsible for investigating complaints and providing the results of all investigations to

DHCS within two (2) business days of completion. Additionally, as per Title 9, California Code of Regulations, Section 13065, Alcohol or Drug Abuse Recovery or Treatment Facilities licensed or certified by DHCS are required to report counselor misconduct to DHCS and the counselor's certifying organization within twenty-four (24) hours of the violation. Complaints may be made using the DHCS provided Complaint Form which is available and may be submitted online: http://www.dhcs.ca.gov/individuals/Pages/Sud_Complaints.aspx.

K. Drug Medi-Cal Post-Service-Post-Payment (PSPP) utilization review site visits are required under the Interagency agreement between the County and the Department of Health Care Services (DHCS). Following a PSPP site visit, the state will notify County of any disallowed claims. County will collect payments made for all disallowed claims from Contractor as mandated by [Title 22 of the California Code of Regulations \(CCR\), Section 51341.1\(j\) and \(m\)](#). Upon receiving notification of disallowed claims from the state, County will send a demand notice to Contractor. Contractor shall reimburse County within thirty (30) days of the date of the demand notice. If disallowed claims are not paid to County within thirty (30) days of the date of the demand notice, County may exercise the option to withhold payments from Contractor until such time as payment is received in full. In all cases, County amounts withheld from Contractor shall be considered as payments to Contractor.

L. Contractor shall determine the availability of any third-party insurance or payer source (including Medi-Cal) available to client at admission and monthly thereafter and notify County if any is available. Medi-Cal verification must specify county that issued Medi-Cal benefits. Any changes must be provided to KernBHRS billing staff monthly. KernBHRS follows the guidance in BH Information Notice 21-032 regarding County of Responsibility. Medi-Cal verification must specify Kern as the county that issued Medi-Cal benefits. If an individual has Medi-Cal that originated in a different county, Contractor shall assist the individual to update benefit information to Kern County. Contractor shall inform SUD Administration when such changes would pose a hardship for the individual and/or family members receiving other healthcare services in a different county.

M. County and Contractor shall abide by the Department's SUD Program Monitoring policy 5.6.23 and Medical Review Policy 11.1.6. Additionally, County shall have the right to suspend claims for payment to Contractor for late submission of corrective action plans required in response to Department's review of Contractor's client treatment charts or other programmatic and administrative reviews conducted by the County. Payments will be reinstated when Contractor has submitted an acceptable corrective action plan demonstrating how Contractor will resolve identified deficiencies.

N. The maximum indirect cost rate allowable for this agreement is twenty percent (20%) of direct payroll and benefits. Should Contractor have significant subcontractor expense, County may include the cost of the subcontractor in the basis for the calculation of the maximum indirect rate payable. Contractor shall be reimbursed the lower of actual indirect rate or twenty percent (20%) of direct payroll and benefits.

O. Medi-Cal Rate-Based Reimbursement:

1. Contractor shall enter client services data into the County's electronic health record within the timeframes established by County. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the DHCS Billing Manual.
2. KernBHRS will provide Contractor with Monthly Claim statements for Contractor approval in arrears, in accordance with **"Claim for Medi-Cal Rate-Based Reimbursement."**
3. Information regarding exclusions reports is required at the time of claim submission.

5. PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS

A. County's mental health services program administrator, as defined in [Welfare and Institutions Code Section 5607](#), shall be the Director of KernBHRS. Contractor's services pursuant to this agreement shall be provided and performed under the Director's general guidance or his/her designated representative. It shall be Contractor's responsibility to determine the specific means and methodology for accomplishing the services required under this agreement.

B. Contractor agrees to maintain and make available to County all of its premises, physical facilities, documents, contracts, computers, other electronic systems, accurate books, and records relative to all activities of the organization, including client information, information related to Medi-Cal enrollees, Medi-Cal related activities and information included in personnel records, limited to that needed for the verification of credentialing, experience, background and payroll testing. Review of the organization's personnel files shall be subject to applicable confidentiality laws. Contractor shall maintain such data and records in an accessible location and condition for a minimum of ten (10) years after the close of the fiscal year in which services are rendered or until all audit issues are resolved, whichever is later, in accordance with [42 CFR 438.3\(h\)](#), [42 CFR 438.3\(u\)](#), and [Welfare and Institutions Code, Section 14124.1](#). The State of California and/or any federal agency having an interest in the subject of this agreement shall have the same rights conferred upon County herein.

C. BHRS, DHCS, Centers for Medicare/Medicaid Services ("CMS"), or the Health and Human Services ("HHS") Inspector General may inspect, evaluate, and audit Contractor at any time if there is a reasonable possibility of fraud or similar risk. The inspection shall occur at Contractor's place of business, premises, or physical facilities. Contractor shall make all of its books and records available, in a form maintained in accordance with general standards, applicable to such books or recordkeeping, for a term of at least ten (10) years from the close of the fiscal year in which the subcontract was in effect. Contractor will need to contact County to ensure the time period for retaining these records has been exceeded before record destruction occurs. Contractor shall inform KernBHRS of all scheduled and unscheduled audits that occur at Contractor's place of business related to the services in this agreement and provide copies of all results and reports to KernBHRS. Additionally, Contractor shall provide all results and/or audit reports to KernBHRS.

D. Contractor shall permit County to audit, examine, and make excerpts and transcripts from such records; and to conduct audits, reviews, and monitoring of Medi-Cal and financial records;

and all other data related to matters covered by this agreement. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to County, a copy of Contractor's accounting records prior to an on-site audit by County. Failure by Contractor to allow review shall be a material breach of this agreement by Contractor. County, at its sole option, may terminate this agreement and obtain damages from Contractor resulting from said breach, or County may exercise the option to withhold payments from Contractor until such time as all required documents are made available. Further, as one component of Medi-Cal records review and financial monitoring, Contractor may be required, at the sole option of County, to complete a Corrective Action Plan. County may exercise the option to withhold payments from the Contractor until such time as County accepts the Corrective Action Plan.

6. FINANCIAL SOLVENCY

Contractor shall maintain adequate provisions against the risk of insolvency.

7. TAX INFORMATION REPORTING

A. Contractor shall submit its signed IRS form W-9, "Request for Taxpayer Identification Number and Certification," or Social Security Number, whichever is applicable, to facilitate appropriate fiscal management and reporting, and to ensure compensation is paid to the proper party. A new W-9 will need to be completed every five (5) years.

B. Upon County's request, Contractor shall provide County with certain documents relating to Contractor's employee income tax withholding. These documents shall include, but not be limited to:

1. A copy of Contractor's federal and state quarterly income tax withholding returns, i.e., federal form 941 and state Form DE-9 or their equivalents.
2. A copy of a receipt for or other proof of payment of, each employee's federal and state income tax withholding, whether such payments are made on a monthly or quarterly basis.

8. COMPLIANCE WITH LAW

A. Contractor shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference, including, but not limited to, [CCR Title 9, Chapter 11, Section 1810.436\(a\)\(1-5\)](#) and [42 CFR § 438.230\(c\)\(2\)](#), and [42 CFR § 438.3\(d\)\(3\)\(4\)](#).

9. FINANCIAL AND STATISTICAL RECORDS

A. Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this agreement for a minimum period of ten (10) years after the close of the fiscal year in which services are rendered, or ten (10) years after final payment is made (Medi-Cal or MHS), or until all audit issues are resolved, whichever is latest.

B. Contractor shall maintain all financial, statistical, or accounting records associated with the provision of each type of service described in **Exhibit A** of this agreement, necessary to support the costs claimed pursuant to this agreement or any other federal or state reimbursement claim report forms. Moreover, Contractor shall maintain all statistical data necessary to support the allocation of such cost among programs or types of programs and/or among payers; shall maintain auditable records, in accordance with generally accepted accounting principles, reflecting the methods and calculations used to make such allocations; and shall maintain such other statistical data as shall be necessary to satisfy the requirements of state and federal law.

C. Contractor shall make any and all records, whether fiscal or other, generated pursuant to this agreement available for County's inspection. At County's discretion, County may request that Contractor deliver by mail or electronic transmission to County, a copy of Contractor's accounting records prior to an on-site audit by County. The State of California and/or federal agency having an interest in the subject of this agreement shall have the same rights conferred upon County herein.

10. ADDITIONAL PROVISIONS

A. Books and Records - Contractor shall maintain such books and records as are necessary to disclose how Contractor discharged its obligations under this agreement. These books and records shall identify the quantity of covered services provided under this agreement, the quality of those services, the manner and amount of payment made for those services, the beneficiaries who received covered services, the manner in which Contractor administered the provision of specialty mental health services or substance use disorder services, and the cost thereof.

Such books and records shall include, but are not limited to, all physical records originated or prepared pursuant to performance under this agreement including working papers, reports submitted to the Department, financial records, all medical and treatment records, medical charts and prescription files, and other documentation pertaining to services rendered to beneficiaries.

These books and records shall be maintained for a minimum of ten (10) years after the final payment is made and all pending matters closed, or, in the event Contractor has been notified that the Department, DHCS, HHS, or the Comptroller General of the United States, or their duly authorized representatives, have commenced an audit or investigation of the agreement, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later.

Contractor shall include in any subcontract for a sum in excess of Ten Thousand Dollars (\$10,000), which utilizes state funds a provision that states: "The contracting parties shall be subject to the examination and audit of the Department or Auditor General for a period of ten (10) years after final payment under contract (Government Code § 8546.7)."

Contractor shall also be subject to the examination and audit of the Department and the State Auditor General for a period of ten (10) years after final payment under contract ([Government Code § 8546.7](#)).

B. Transfer of Care - Prior to the termination or expiration of this agreement, and upon request by the Department, Contractor shall assist the state in the orderly transfer of mental health or substance use disorder care for beneficiaries in Kern County. In doing this, Contractor shall make available to the Department copies of medical records, patient files, and any other pertinent information, including information maintained by any subcontractor that is necessary for efficient case management of beneficiaries, as determined by the Department. Costs of reproduction shall be borne by the Department. In no circumstances shall a beneficiary be billed for this service.

C. Department Memos, DHCS Letters and Information Notices, and Requirements From State Contract Agreements - Contractor shall comply with all policy memos issued by the Department. Contractor shall also comply with DHCS Letters and Information Notices issued to all Mental Health Plans as defined in [California Code title 9, § 1810.226](#), County Alcohol and Drug Administrators, Substance Use Disorder (“SUD”) state plans and DMC-ODS plan, as such DHCS Letters and Information Notices remain in effect unless amended, repealed, or readopted by the Department. DHCS Letters and Information Notices shall provide specific details of procedures established for performance of contract terms when procedures not covered in this agreement are determined to be necessary for performance under this agreement but are not intended to change the basis and general terms of the agreement.

1. Contractor shall permit county to audit and monitor compliance with such regulations. Contractor may be required, at the sole option of the county, to complete a Corrective Action Plan. County may exercise the option to withhold payments from the Contractor until such time as County accepts the Corrective Action Plan”.

11. NOTICES

A. All notices required or provided for in this agreement shall be provided to the parties at the following addresses, by personal delivery or deposit in the U.S. Mail, postage prepaid, registered or certified mail, addressed as specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) business days after deposit. A party may change the address to which notice is to be given by giving notice as provided below.

1. To County:

Kern Behavioral Health and Recovery Services
Attn: Director
PO Box 1000
Bakersfield, CA 93302-1000

cc: Contracts Management

2. To Contractor:

Signature Person

CONTRACTOR
Street Address
City, State ZIP

B. County requires Contractor to notify County thirty (30) days prior to any change in name, legal business status, corporate address, service site address, or Contractor's signatory power that occurs during the term of this agreement. At its option, County may choose to acknowledge a notice of these specific changes without a written amendment to the agreement.

C. Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this agreement by personal service.

12. MANDATORY MEETINGS

Contractor is required to participate in a monthly provider meeting and other meetings that the KernBHRS Administrator may call. Meetings may be held at Contractor's site, at a County location, or through video conferencing as the KernBHRS Administrator determines. Meeting attendees must be familiar with and well-versed in the requirements of this agreement. Failure to comply with this requirement may lead to termination of the agreement.

13. CULTURAL COMPETENCE

Contractor shall comply with Cultural Competence requirements set forth by County, in accordance with [Welfare and Institutions Code Section 5600.2](#) and [CCR Title 9 Section 1810.410](#). Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally and linguistically competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. Failure to comply with the following requirements may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to ensure contract and performance compliance (i.e., DHCS 10-02 and 10-17 and the Federal CLAS standards).

A. No later than thirty (30) days after the beginning date of the agreement, Contractor must use the provided cultural competence plan template and submit its agency's annual cultural competence plan to the Department's Ethnic Services Manager via the Cultural Competence email address CulturalCompetence@KernBHRS.org.

B. Contractor must submit its agency's Bilingual Quarterly Report prior to the fifteenth (15th) of the month following the close of the calendar quarter to their System of Care Administrator.

C. Contractor understands that its staff must receive at least six (6) hours of cultural competence training each year. Training that is not provided through the Department must have the pre-approval of the Department's Ethnic Services Manager. Department's Ethnic Services Manager via the Cultural Competence email address CulturalCompetence@KernBHRS.org. If Contractor has Board of Behavioral Sciences or similar authorization to provide continuing

education units for training it provides, it may submit proof of such authorization to the Department's Ethnic Services Manager in lieu of obtaining training pre-approval.

D. KernBHRS will monitor Contractor's attendance of required Cultural Competence trainings through the Relias training system if Contractor utilizes this program. If Contractor does not utilize Relias, Contractor will need to develop an internal tracking mechanism to monitor their staff's attendance. This tracking system should be available for County to review at any time to ensure that these required trainings are being completed.

14. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

A. The parties mutually agree to abide by all federal, state, and local laws including, but not limited to, all laws respecting employment discrimination. Each party further agrees to fully and faithfully perform all covenants and portions of this agreement, and to take no action that may be inimical to the other party's faithful performance hereof.

B. Contractor shall provide services that incorporate the racial and ethnic values and beliefs of the client and shall deliver such services in a manner which meets the needs of the client and their families' lifestyles whenever possible.

C. Contractor shall have in place written policies regarding nondiscrimination on the basis of race, color, creed, etc., and shall include nondiscrimination and compliance provisions in all subcontracts. Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment.

15. EXCLUSION REPORTING

Contractor shall not knowingly have a relationship with any individual or entity who is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any federal agency or by any department, agency, or political subdivision of the state.

16. REPORTING UNUSUAL OCCURRENCES

A. Contractor shall comply with KernBHRS policy 11.1.1, Unusual Occurrence Reporting (UOR). Contractor shall utilize the Unusual Occurrence Reporting application referenced in KernBHRS policy 11.1.1. No other variations of reporting will be accepted. Inpatient psychiatric facilities should continue to report unusual occurrences as outlined by the KernBHRS Crisis Administrator or their designee.

An unusual occurrence is any event or situation that has occurred at a service site or in the field that may have caused, or has the potential to cause, physical or psychological harm to clients who are receiving services from KernBHRS or contracted providers. This definition also applies to visitors (i.e., individuals who are not directly receiving behavioral health services). An unusual occurrence that takes place in any type of work capacity must be reported.

In addition, an Unusual Occurrence report is required when:

1. A client may have injured a staff member, another client, or visitor;
2. A client makes a serious threat to harm another person;
3. There is a suspected violation of professional licensure and/or ethics.
4. There is an unauthorized/inappropriate release of PHI, PI, and/or PII; and/or
5. There is the possibility of threat or legal action and/or negative media attention for the department.

B. Principles: Unusual occurrences shall include but not be limited to:

1. Death other than by suicide;
2. Death by suspected or known suicide;
3. Suicide attempt requiring Emergency Medical Treatment (EMT);
4. Suicide threat with intent or plan;
5. Tarasoff Report, i.e., client makes a threat to harm another person;
6. Aggressive/Threatening or destructive behaviors;
7. Intentional injury (not suicide attempt) requiring EMT;
8. Seclusion, restraint, or emergency manual/chemical containment;
9. Client or visitor in possession of a weapon at the treatment site;
10. Client unintentionally injured another client or visitor at a KernBHRS site or work-related site;
11. Client injured in a vehicular accident during treatment activities;
12. Slip, trips, falls, non-serious accidents not requiring immediate medical attention;
13. Natural disaster, environmental hazard or biohazard exposure while at treatment site;
14. Medication prescription and/or administration errors;
15. Medical health incident requiring immediate/urgent medical attention;

15. Client exposed to communicable disease while at treatment site;
16. Client exposed to infections (BBP, OPIM) while at treatment site;
17. Allegations of neglect, verbal, physical, sexual assault of client/visitor as reported;
18. Client/visitor is a victim of physical, sexual or verbal assault as observed / witnessed by staff;
19. Client/visitor is a perpetrator of physical, sexual, or verbal assault as observed / witnessed by staff;
20. Unauthorized/inappropriate access, use, disclosure or storage of PHI, PI, and/or PII;
21. PHI, PI, and/or PII compromised due to inadequate security measures or theft;
22. Allegations of unethical relationships, behaviors, or other unprofessional conduct or licensure violation by staff;
23. Observation and/or information regarding questionable or inappropriate staff behavior related to client or visitor's care;
24. Possibility or threat of legal action and/or negative media attention;
25. Client at PEC longer than 23:59 hours;
26. AWOL from facility, elopement, or wandering;
27. Unauthorized use and/or possession of legal or illegal substances; and
28. Allegations of client/visitor's property loss as reported.

C. County retains the right to independently investigate unusual occurrences with the cooperation of Contractor.

17. CONFLICT OF INTEREST

A. Contractor shall comply with the conflict of interest safeguards described in [42 CFR Part 438.58](#) and the prohibitions described in Section 1902(a)(4)(C) of the Act. ([42 CFR § 438.3\(f\)\(2\).](#))

B. Contractor's officers and employees shall not have a financial interest in this agreement, or a subcontract of this agreement made by them in their official capacity, or by anybody or board of which they are members unless the interest is remote. ([Gov. Code §§ 1090, 1091; 42 CFR § 438.3\(f\)\(2\).](#))

C. Contractor shall not utilize in the performance of this agreement any state or county officer or employee in the state or county civil service or other appointed state or county official unless the employment, activity, or enterprise is required as a condition of the officer or employee's regular state or county employment. ([Pub. Con. Code § 10410](#); [42 CFR § 438.3\(f\)\(2\)](#).) Contractor shall submit documentation to KernBHRS of employees (current and former state and county employees) who may present a conflict of interest.

D. The parties to this agreement have read and are aware of the provisions of [Section 1090, et seq.](#), and [Section 87100, et seq.](#), of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that it is unaware of any financial or economic interest of any public officer or employee of County relating to this agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this agreement, County may immediately terminate this agreement by giving written notice thereof. Contractor shall comply with the requirements of [Government Code Section 87100](#), et seq., during the term of this agreement.

18. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Contractor shall comply with the requirements pertaining to the Disclosure of Ownership and Control Interest Statement contained in Program Integrity Requirements," and submit to County the "Disclosure of Ownership and Control Interest Statement.

19. TECHNOLOGY REQUIREMENTS

A. Contractor shall make reports as required by Director, Director's designee, or state regarding Contractor's activities and operations as they relate to Contractor's performance under this agreement as specified in their Exhibit A.

1. Based on programmatic requirements, as specified in Exhibit A, Contractor shall enter information into the KernBHRS electronic health record.

2. Contractor shall provide any billing services, which are not part of the entry of clinical documentation using direct data entry as specified in Exhibit A.

3. Contractor's staff shall be trained by the Department in the operation, procedures, policies, and all related uses of the KernBHRS electronic health record. In exceptional circumstances, the KernBHRS Administrator may authorize or direct Contractor to provide some or all elements of KernBHRS electronic health record training internally. The Technology Services Manager, or designee, must approve any requests for a contractor to provide any KernBHRS electronic health record training. Staff who have not been trained will not be provided with a username and will not have access to the KernBHRS electronic health record system.

4. Prior to the training, Contractor's staff are to show proof of current Information Privacy and Information Security training completion. Staff who do not provide proof of current Information Privacy and Information Security training will be trained on use of the KernBHRS electronic health record but will not be provided with their username until Information Privacy and

Information Security training is completed and verification submitted. The Director, or Director's designee, shall endeavor to provide as much advance notice as possible of required data or other information to be reported, but in no event shall such notice be less than fifteen (15) working days.

5. Contractor's staff who are required to be credentialed will not receive their user identification login for the **KernBHRS electronic health record** until KernBHRS receives the appropriate attestation from Contractor that all credentialing elements have been completed for each staff person. This attestation should be sent to Credentialing@kernbhhs.org. KernBHRS Credentialing team will submit this form for all of Contractor's staff for whom KernBHRS completes the credentialing process.

6. Withholding of Payments for Non-submission of ITS and Other Information:

County may withhold a maximum of ten percent (10%) of any monthly claim for payment, if any data, periodic evaluation data, as described herein, or other information is not submitted by Contractor to KernBHRS within the time limits of submission as prescribed in this agreement or as specified by the Director, or Director's designee, from time to time; or if any ITS data, periodic evaluation data, or other information is incomplete, incorrect, or is not completed in accordance with the requirements of this agreement or as specified by the Director, or Director's designee. The Director or Director's designee shall endeavor to provide as much advance notice of required data as possible, but in no event shall such notice be less than fifteen (15) working days.

20. HIPAA/HITECH COMPLIANCE

A. During the term of this agreement, Contractor may receive from County, or may receive or create on behalf of County, certain confidential health or Medi-Cal information ("Protected Health Information" or "PHI"). This PHI is subject to protection under state and federal law, including the [Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 \("HIPAA"\)](#), the [Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 \("the HITECH Act"\)](#), and regulations promulgated thereunder by the [U.S. Department of Health and Human Services](#) (the "HIPAA Regulations") and other applicable laws. Contractor represents that it has in place policies and procedures that will adequately safeguard any PHI it receives or creates, and Contractor specifically agrees, on behalf of itself, its subcontractors, and agents, to safeguard and protect the confidentiality of PHI consistent with applicable law, including currently effective provisions of HIPAA, the HITECH Act, and the HIPAA Regulations.

B. For purposes of this section, PHI means any information, whether oral or recorded in any form or medium: (a) that relates to the past, present, or future physical or mental health condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual, and (b) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Contractor must provide to County, after request by County, written evidence that Contractor is in compliance with the HITECH Act and applicable HIPAA Regulations.

D. Notwithstanding any other provision of this agreement, County may terminate this agreement upon twenty (20) days' notice in the event: (a) Contractor does not promptly provide written evidence of compliance with the HITECH Act and applicable HIPAA Regulations, or (b) County becomes aware that Contractor or any of its subcontractors or agents discloses PHI in a manner that is not authorized by County or by applicable law.

21. CONFIDENTIALITY

A. Contractor, in accordance with [Title 45, CFR Regulations, Part 96, Section 96.132\(e\)](#), shall have in effect a system to protect from inappropriate disclosure of patient records maintained by Contractor, in connection with an activity funded under the program involved or by any entity, and such system shall be in compliance with all applicable state and federal laws and regulations, including [42 CFR Part 2, Substance Use Disorder and Treatment records](#). This system shall include provisions for employee education on the confidentiality requirements and the fact that disciplinary action may occur upon inappropriate disclosures.

B. Contractor shall not, without the written consent of the Department, communicate confidential information, designated in writing or identified in this agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that it protects its own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. The provisions of this paragraph shall survive the termination of this agreement.

C. Contractor, in accordance with [California Welfare and Institutions Code section 5328](#), shall have in effect a system to protect from inappropriate access to, or disclosure of PHI. If a provision of state law relating to the privacy of individually identifiable health information is more stringent than a HIPAA standard, the state law preempts HIPAA federal regulations ([45 CFR § 160.203\(b\)](#)).

22. INDEMNIFICATION

Contractor agrees to indemnify, defend, and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, cost, and expense (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by county, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, that arise out of or are in any way

connected with any act or omission of Contractor or Contractor's officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim, or suit arising from or connected with any services performed pursuant to this agreement on behalf of Contractor by any person or entity.

23. IMMIGRATION REFORM AND CONTROL ACT

Contractor, and all subcontractors hired by Contractor to perform services under this agreement, are aware of and understand [the Immigration Reform and Control Act \("IRCA"\) of 1986, Public Law 99-603](#). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend, and hold harmless County, its agents, officers, and employees, from any liability, damages, or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

24. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss, and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this agreement until Contractor has obtained all insurance required under this section, and the required certificates of insurance and all required endorsements have been filed with the Department's Contracts Division. Receipt of evidence of insurance that does not comply with all applicable insurance requirements shall not constitute a waiver of the insurance requirements set forth herein.

The required documents must be signed by the authorized representative of the insurance company shown on the certificate. Upon request, Contractor shall supply proof that such person is an authorized representative thereof and is authorized to bind the named underwriter(s) and their company to the coverage, limits and termination provisions shown thereon.

Contractor shall promptly deliver to the Department's Contracts Division certificates of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to Department's Contracts Division prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Contractor shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Contractor or County as an additional insured.

A. Workers' Compensation and Employers Liability Insurance Requirements:

In the event Contractor has employees or volunteers who may perform any services pursuant to this agreement, Contractor shall submit written proof that Contractor is insured against liability for workers' compensation in accordance with the provisions of section [3700 of the California Labor Code](#).

Contractor shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' employees are covered by the insurance afforded by Contractor. If any class of employees engaged in work or services performed under this agreement is not covered by [California Labor Code section 3700](#), Contractor shall provide and/or require each subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

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

B. Liability Insurance Requirements:

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

a. 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 Contractor's performance of work under this agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor 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**.

b. 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**.

c. 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**.

The Commercial General Liability insurance required in this sub-paragraph B shall include an endorsement naming 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.

- C.** Any self-insured retentions in excess of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** must be declared on the Certificate of Insurance or other documentation provided to county and must be approved by the County Risk Manager.
- D.** If any of the insurance coverages required under this agreement is written on a claims-made basis, Contractor, at Contractor'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.
- E.** Cancellation of Insurance – The above-stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- F.** All insurance shall be issued by a company or companies admitted to do business in the State of California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County's Risk Manager.
- G.** If Contractor is, or becomes during the term of this agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

- H. All insurance afforded by Contractor pursuant to this agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the county.
- I. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this agreement or otherwise in law.
- J. Failure by Contractor to maintain all such insurance in effect at all times required by this agreement shall be a material breach of this agreement by Contractor. County, at its sole option, may terminate this agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this agreement is insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this agreement.

25. SUBROGATION

In the event a beneficiary is injured by the act or omission of a third party, or has a potential or existing claim for a workers' compensation award, or a claim/recovery through uninsured motorist coverage, the right to pursue subrogation and the receipt of payments shall be as follows:

- A. Contractor may submit to the Department claims for Medi-Cal covered services rendered, but Contractor shall not make claims to or attempt to recoup the value of these services from the above-referenced entities.
- B. Contractor shall notify the Department within ten (10) days of discovery of all cases that could reasonably result in recovery by the beneficiary of funds from a third-party, third-party insurance carrier, workers' compensation award, and/or uninsured motorist coverage.

26. REPRESENTATIONS

Contractor makes the following representations, which are agreed to be material to and form a part of the inducement of this agreement:

A. Contractor has the expertise, training, and experience necessary to provide the services described in this agreement; and

B. Contractor does not have any actual or potential interest adverse to County nor does Contractor represent a person or firm with an interest adverse to County with reference to the subject of this agreement; and

C. Contractor is willing and able to diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this agreement; and

D. Contractor shall provide a beneficiary's choice of the person providing services to the extent feasible in accordance with [California Code of Regulations, Title 9, Section 1830.225 and 42 CFR Part 438.3\(l\)](#).

27. POLITICAL-RELIGIOUS ACTIVITY

A. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office.

B. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract.

28. NON-ASSIGNMENT AND SUBCONTRACTING

A. Contractor shall not assign, sublet, or transfer this agreement, or any part hereof, nor assign any monies due or that become due to Contractor under this agreement, without the prior written or electronic and express approval of County.

B. Functions undertaken by Contractor may be carried out under subcontracts only upon obtaining the prior written approval of County. All such subcontracts shall be in writing and shall abide by such federal, state, and local laws and regulations that pertain to this agreement. No subcontract shall terminate or lessen the legal responsibility of Contractor to County to ensure that all activities under this agreement will be carried out.

C. This section is applicable to only those subcontracts entered into by Contractor, the purpose of which is to provide services required under this agreement, and not to any other contracted services obtained by Contractor.

D. Individuals subcontracted to work within contracted programs, who are working under programmatic supervision of Contractor, may be subject to the pre-approval requirement, as determined by County.

E. Subcontracting requirements contained in the agreement between the California Department of Health Care Services (DHCS) and County of Kern specify the following:

1. No subcontract terminates the legal responsibility of County to the state to ensure all activities under this contract are carried out.
2. All inpatient subcontracts shall require that subcontractors maintain necessary licensing and certification.
3. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract
4. Each subcontract shall contain:
 - a. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from County.
 - b. Specification of the services to be provided.
 - c. Specification that the subcontract shall be governed by County and construed in accordance with all laws and regulations and all contractual obligations of County to the state DHCS.
 - d. Specification of the term of the subcontract including the beginning and ending dates, as well as methods for amendment, termination and, if applicable, extension of the subcontract. The subcontract must be subject to full or partial termination if Contractor's performance is inadequate.
 - e. Contractor's agreement to make all of its books and records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's Contractor pertaining to the goods and services furnished or determination of amounts payable under the terms of the subcontract available for inspection, examination, evaluation, or copying by the Department, DHCS, United States Department of Health and Human Services (HHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives.
 - f. The subcontract shall also state that inspection shall occur at all reasonable times, at Contractor's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or

record keeping, for a term of at least ten (10) years from the close of the state fiscal year in which the subcontract was in effect or from the date of completion or any audit, whichever is later. If the Department, DHCS, HHS, or the Comptroller General of the United States determines that there is a reasonable possibility of fraud or similar risk, they may inspect, evaluate, and audit the subcontractor at any time.

g. Contractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from County.

h. Contractor's agreement to hold harmless both the state and beneficiaries in the event the County cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

i. Contractor's agreement to comply with County's policies and procedures on advance directives and County's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract.

j. A requirement that County monitors Contractor and Contractor's obligation to provide a corrective action plan if deficiencies are identified.

29. NO THIRD-PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this agreement shall be deemed an incidental beneficiary only.

30. AUTHORITY TO BIND COUNTY

It is understood that Contractor, in Contractor's performance of any and all duties under this agreement, except as otherwise provided in this agreement, has no authority to bind County to any agreements or undertakings.

31. DISPUTE AND ISSUE RESOLUTION

A. Should a dispute occur concerning Contractor's performance or Contractor's interpretation of specific terms of this agreement, including, but not limited to, the validity of overpayment demands and proposed budget modifications, Contractor shall notify the KernBHRS Administrator of this issue within sixty (60) days of its occurrence. Such notification shall include specific identification of the issue(s) under dispute, Contractor's factual basis for the issue, Contractor's proposed solutions, and the documentary support for the solutions.

B. The KernBHRS Administrator shall have fifteen (15) workdays from receipt of the notification to render a decision on the dispute. The KernBHRS Administrator may convene a conference

between County and Contractor as part of the decision-making process. The KernBHRS Administrator and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the KernBHRS Administrator shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.

C. If Contractor disputes the decision made by the KernBHRS Administrator, Contractor may request that the Director of KernBHRS, or the Director's designee, review the decision. Such request shall be in writing and received by the Director, or the Director's designee, within five (5) workdays of the date of the KernBHRS Administrator's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the KernBHRS Administrator's decision and any additional information Contractor deems necessary in support of its position. The Director, or the Director's designee, shall have fifteen (15) workdays from the date of receipt of Contractor's request to render a final administrative decision. The Director, or the Director's designee, may convene a conference between County and Contractor as a part of the decision-making process. The decision of the Director, or the Director's designee, shall be the final administrative decision. Nothing in this agreement prevents Contractor from seeking judicial review of such a final administrative decision.

D. Pending conclusion of any dispute, the interpretation placed upon the agreement by County will govern operation hereunder, and Contractor shall proceed diligently with the performance of the agreement, except that Contractor may terminate this agreement in the manner set forth herein.

E. Contractor Appeal Process

Contractor may appeal a denied or modified request for County payment authorization or a dispute with County concerning the processing or payment of a provider's claim to county.

1. The written appeal shall be submitted to County within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of County's failure to act on the request in accordance with time frames required by the [California Code of Regulations, Title 9](#), "Provider Appeal Process."
2. County has sixty (60) calendar days from its receipt of the appeal to inform Contractor in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by Contractor, and any action required by Contractor to implement the decision.
3. If the appeal is not granted in full, Contractor shall be notified of any right to submit an appeal to the state as required by the [California Code of Regulations, Title 9](#).
4. If applicable, Contractor shall submit a revised request for County payment authorization within thirty (30) calendar days from receipt of County's decision.

5. If applicable, County shall have fourteen (14) calendar days from the date of receipt of Contractor's revised request for County payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process County's payment authorization.

6. If County does not respond within sixty (60) calendar days to the appeal, the appeal shall be considered denied in full by the Mental Health Plan (MHP) and DMC ODS.

32. CHOICE OF LAW AND VENUE

The parties hereto agree that the provisions of this agreement will be construed pursuant to the laws of the state of California. This agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this agreement shall be in the County of Kern.

33. NON-WAIVER

No covenant or condition of this agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this agreement or by law or in equity despite said forbearance or indulgence.

34. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.

35. CAPTIONS AND INTERPRETATION

A. Paragraph headings in this agreement are used solely for convenience and shall be wholly disregarded in the construction of this agreement.

B. No provision of this agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this agreement shall be construed as if jointly prepared by the parties.

36. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this agreement and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this agreement.

37. COUNTERPARTS

This agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instruments.

38. NON-COLLUSION COVENANT

Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this agreement with County. Contractor has not received from County any incentive or special payments, or considerations not related to the provision of services under this agreement.

39. ENTIRE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations, and covenants contained herein and assumed by the parties respectively. No inducements, representations, or promises have been made, other than those recited in this agreement. No oral promise, modification, change, or inducement shall be effective or given any force or effect.

40. NEGATION OF PARTNERSHIP

In the performance of all services under this agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this agreement. Contractor retains full supervision and control over the employment, direction, compensation, and discharge of all persons assisting Contractor in the provision of services under this agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits, and other compensation, compliance with all occupational safety, welfare, and civil rights laws, tax withholding and payment of employee taxes, whether federal, state, or local, and compliance with any and all other laws regulating employment.

41. SEVERABILITY

Should any part, term, portion, or provision of this agreement be decided finally to be in conflict with any law of the United States or the State of California, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement that the parties intended to enter into in the first instance.

42. TERMINATION

Either party may terminate this agreement in whole, with or without cause, upon thirty (30) days' prior written notice to the other party. In the event of termination of this agreement for any

reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination. Should DHCS or any other oversight agency or KernBHRS determine that the delivery of service is unsatisfactory, KernBHRS may terminate the agreement in part or in whole.

43. IMMEDIATE TERMINATION

Notwithstanding the foregoing, County shall have the right to terminate this agreement effective immediately after giving written notice to Contractor in the event County determines that Contractor does not have the proper credentials, experience, or skill to perform the required services under this agreement; or in the event that continuation by Contractor in the providing of services may result **(i)** in civil, criminal, or monetary penalties against County, **(ii)** in the breach of any federal or state or regulatory rule or regulation or condition of accreditation or certification, or **(iii)** in the loss or threatened loss of County's ability to participate in any federal or state health care program, including Medicare or Medi-Cal.

44. REQUIRED DOCUMENTS

A. Agreements That Are Renewed Annually: Contractor shall submit all required documents to the Contract Monitoring Unit before KernBHRS sends the contract to the Board of Supervisors or County Purchasing Manager to be executed. Required documents include but are not limited to: Pre-Award Risk Assessment, and Disclosure of Ownership Form.

1. If applicable, Telehealth Attestations are collected each year, upon initial contact.

B. Multi-Year Agreements: Contractor shall submit all required documents to the Contract Monitoring Team on or before or before March 1 annually. Failure to submit the required documents in a timely manner shall be deemed a material breach of this agreement and may result in termination of the agreement.

45. SIGNATURE AUTHORITY

Each party has full power and authority to enter into and perform this agreement, and the person signing this agreement on behalf of each party has been properly authorized and empowered to enter into this agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

IN WITNESS TO WHICH, each party to this agreement has signed this agreement upon the date indicated, and agrees for itself, its employees, officers, partners, and successors, to be fully bound by all terms and conditions of this agreement.

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

COUNTY OF KERN
Board of Supervisors

By: _____
Alison Burrowes, LCSW Director

By: _____
Chairman

APPROVED AS TO FORM:
Office of the County Counsel

CONTRACTOR

By: _____
_____, Deputy

By: _____
Signature Person, Title
“Contractor”

CONTRACTOR NAME

EXHIBIT C – FUNDING SCHEDULE

JULY 1, 20XX– JUNE 30, 20XX

RESIDENTIAL

SmartCare Procedure code	Service Description	Unit	Rate
Residential Treatment - Substance Use	Residential 3.1 services	Day rate	XX.XX
Residential Treatment - Substance Use	Residential 3.3 services	Day rate	XX.XX
Residential Treatment - Substance Use	Residential 3.5 services	Day rate	XX.XX
Residential Treatment- Withdrawal Management	Residential 3.2WM services	Day rate	XX.XX
---	Room and board	Day rate	XX.XX

BUDGET UNIT 4120	TOTAL FUNDING
FISCAL YEAR XX-XX	X
FISCAL YEAR XX-XX	X
MAXIMUM REIMBURSEMENT	X

Service Delivery Site(s):

The above table includes various funding sources that may be utilized for the agreement.

FFP = Federal Financial Participation

SUPT = Substance Use Prevention and Treatment Block Grant

SGF = State General Fund

CONTRACTOR NAME

EXHIBIT D - BUSINESS ASSOCIATE ADDENDUM

THIS BUSINESS ASSOCIATE ADDENDUM (“Addendum”) supplements and is made a part of the agreement (“agreement”) by and between the County of Kern (“Covered Entity” or “CE”) and CONTRACTOR NAME., (“Business Associate” or “BA”). This Addendum is effective as of date first written above (the “Addendum Effective Date”).

RECITALS:

- A.** CE wishes to disclose certain information to BA pursuant to the terms of the agreement, some of which may constitute Protected Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information (“PII”) (defined below). For the purpose of this Exhibit, PHI, PI, and PII all refer to confidential information that must be protected.
- B.** CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the agreement in compliance with the Health Insurance Portability and Accountability Act of 1996, [Public Law 104-191 \(“HIPAA”\)](#), the Health Information Technology for Economic and Clinical Health Act, [Public Law 111-005 \(“the HITECH Act”\)](#), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the “HIPAA Regulations”) and other applicable laws.
- C.** As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, [Title 45, Sections 164.314\(a\), 164.502\(e\), and 164.504\(e\)](#) of the Code of Federal Regulations (“CFR”) and contained in this Addendum.
- D.** In consideration of the mutual promises below and the exchange of information pursuant to this Addendum, the parties agree as follows:

1. DEFINITIONS

i. Catch-All Definition

The following terms used in this agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

ii. **Specific Definitions**

- (1) **Business Associate.** “Business Associate” shall generally have the same meaning as the term “business associate” at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean **CONTRACTOR NAME**.
- (2) **Covered Entity.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at [45 CFR 160.103](#), and in reference to the party to this agreement, shall mean the County of Kern.
- (3) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to, [42 USC Section 17921](#).
- (4) **HIPAA Rules.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at [45 CFR Part 160](#) and [Part 164](#).
- (5) **Personal Information (PI)** shall mean information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, address, telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
- (6) **Personally Identifiable Information (PII)** means any information about an individual which can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, and biometric records. This information can be in paper or electronic files and includes, but is not limited to, education records, financial transactions, employment history, criminal records, and medical files.
- (7) **Privacy Rule** shall mean the HIPAA Regulation that is codified at [45 CFR Parts 160](#) and [164](#), Subparts A and E.
- (8) **Protected Health Information (PHI)** means individually identifiable health information that is transmitted or maintained in any form or medium, created or received by a health care provider or health plan, that relates to past, present, and future physical or mental health condition of an individual; provisions of healthcare to an individual; or

past, present, and future payment for the provision of healthcare to an individual. Health information that is considered subject to the regulations contained in the Privacy Rule of the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\)](#) includes: name, date of birth, telephone number, names of relatives, names of employers, photographic images, facsimile number, medical record number, finger or voice prints, certificate/license number, social security number, internet (IP) address, web URL, e-mail address, and any device or serial number. "Protected Health Information" includes electronic protected health information.

2. PERMITTED USES AND DISCLOSURES

- i.** BA may only use or disclose PHI, PI, or PII as necessary to perform the services set forth in the attached agreement.
- ii.** BA may use or disclose PHI, PI, or PII as required by law.
- iii.** BA agrees to make uses and disclosures and requests for PHI, PI, or PII consistent with CE's minimum necessary policies and procedures.
- iv.** BA may not use or disclose PHI in a manner that would violate [Subpart E of 45 CFR Part 164](#) if done by CE except for the specific uses and disclosures set forth below.
- v.** BA may use PHI, PI, or PII for the proper management and administration of BA or to carry out the legal responsibilities of BA.
- vi.** BA may disclose PHI, PI, or PII for the proper management and administration of BA or to carry out the legal responsibilities of BA, provided the disclosures are required by law, or BA obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies BA of any instances of which it is aware in which the confidentiality of the information has been breached.
- vii.** BA may provide data aggregation services relating to the health care operations of CE.

3. OBLIGATIONS AND ACTIVITIES OF BA

BA agrees to:

- i. Use appropriate safeguards and comply with [Subpart C of 45 CFR Part 164](#) with respect to electronic PHI to prevent use or disclosure of PHI other than as provided for by the agreement;
 - ii. In accordance with [45 CFR 164.502\(e\)\(1\)\(ii\)](#) and [164.308\(b\)\(2\)](#), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of BA agree to the same restrictions, conditions, and requirements that apply to BA with respect to such information;
 - iii. Make available PHI in a designated record set to CE as necessary to satisfy CE's obligations under [45 CFR 164.524](#);
 - iv. Make any amendment(s) to PHI in a designated record set as directed or agreed to by CE pursuant to [45 CFR 164.526](#), or take other measures as necessary to satisfy CE's obligations under [45 CFR 164.526](#);
 - v. Maintain and make available the information required to provide an accounting of disclosures to CE as necessary to satisfy CE's obligations under [45 CFR 164.528](#);
 - vi. Provide beneficiaries with the Notice of Privacy Practices, in accordance with [45 CFR 164.520](#) and KernBHRS Policy 10.1.21;
 - vii. To the extent BA is to carry out one or more of CE's obligations under [Subpart E of 45 CFR Part 164](#), comply with the requirements of Subpart E that apply to CE in the performance of such obligation(s);
 - viii. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules.
 - ix. Report to CE any use or disclosure of PHI, PI, or PII not provided for by the agreement of which it becomes aware, including breaches of unsecured PHI as required at [45 CFR 164.410](#), and any security incident of which it becomes aware, without unreasonable delay, and in no case later than one (1) business day of discovery [[42 USC Section 17921](#); [45 CFR Section 164.504\(e\)\(2\)\(ii\)\(C\)](#); [45 CFR Section 164.308\(b\)](#)].
4. **BA's Agents.** BA shall ensure that any agents, including subcontractors, to whom it provides PHI, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by Paragraph A above with respect to Electronic PHI [[45 CFR Section 164.504\(e\)\(2\)\(ii\)\(D\)](#); [45 CFR Section 164.308\(b\)](#)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see [45 CFR Sections 164.530\(f\)](#) and [164.530\(e\)\(1\)](#)).

5. **Amendment of PHI.** If applicable, within ten (10) days of receipt of a request from CE for an amendment of PHI or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such PHI available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, [45 CFR Section 164.526](#). If any individual requests an amendment of PHI directly from BA or its agents or subcontractors, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of PHI maintained by BA or its agents or subcontractors shall be the responsibility of CE [[45 CFR Section 164.504\(e\)\(2\)\(ii\)\(F\)](#)].
6. **Accounting Rights.** Within ten (10) days of notice by CE of a request for an accounting of disclosures of PHI, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, [45 CFR Section 164.528](#), and the HITECH Act, including but not limited to [42 USC Section 17935\(c\)](#), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request, for all disclosures made without written consent. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief description of PHI disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any PHI except as set forth in this Addendum [[45 CFR Sections 164.504\(e\)\(2\)\(ii\)\(G\)](#) and [165.528](#)]. The provisions of this subparagraph shall survive the termination of this agreement.
7. **Governmental Access to Records.** BA shall make its internal practices, books, and records relating to the use and disclosure of PHI available to CE and to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining BA's compliance with the Privacy Rule [[45 CFR Section 164.504\(e\)\(2\)\(ii\)\(H\)](#)]. BA shall provide to CE a copy of any PHI that BA provides to the Secretary concurrently with providing such PHI to the Secretary.
8. **Data Ownership.** BA acknowledges that BA has no ownership rights with respect to the PHI.
9. BA shall report to covered entity any use or disclosure of PHI not provided for by the agreement of which it becomes aware, including breaches of unsecured PHI as

required at [45 CFR 164.410](#), [45 CFR Section 164.504\(e\)\(2\)\(ii\)\(C\)](#) and [45 CFR Section 164.308\(b\)](#).

- 10. Notification of Breach.** During the term of the agreement, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion, or unauthorized use or disclosure of PHI, PI, or PII of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations (including conducting a “risk of compromise” assessment and/or appropriate patient notification under applicable state and/or federal law). For specific instruction on breach notification, see **Exhibit F, “Privacy and Information Security Provisions.”**
- 11. Breach Pattern or Practice by CE.** Pursuant to [42 USC Section 17934\(b\)](#), if BA knows of a pattern of activity or practice of CE that constitutes a material breach or violation of the CE’s obligations under the agreement or Addendum or other arrangement, BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, BA must terminate the agreement if feasible, or if termination is not feasible, report the problem to the Secretary of DHHS. BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of CE’s obligations under the agreement or Addendum or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
- 12. Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, information systems, policies, and procedures relating to the use or disclosure of PHI, PI, or PII pursuant to this Addendum for the purpose of determining whether BA has complied with this Addendum; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA’s facilities, systems, books, records, agreements, policies, and procedures does not relieve BA of its responsibility to comply with this Addendum, nor does CE’s (i) failure to detect or (ii) detection, but failure to notify BA or require BA’s remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE’s enforcement rights under the agreement or Addendum. BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office of Civil Rights.

13. PROVISIONS FOR CE TO INFORM BA OF PRIVACY PRACTICES AND RESTRICTIONS

- i. CE shall notify BA of any limitation(s) in the Notice of Privacy Practices of CE under [45 CFR 164.520](#), to the extent that such limitation(s) may affect BA's use or disclosure of PHI.
- ii. CE shall notify BA of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect BA's use or disclosure of PHI.
- iii. CE shall notify BA of any restriction on the use or disclosure of PHI that CE has agreed to or is required to abide by under [45 CFR 164.522](#), to the extent that such restriction may affect BA's use or disclosure of PHI.

14. TERMINATION

- A. **Material Breach.** A breach by BA of any provision of this Addendum, as determined by CE, shall constitute a material breach of the agreement and shall provide grounds for immediate termination of the agreement, any provision in the agreement to the contrary notwithstanding [[45 CFR Section 164.504\(e\)\(2\)\(iii\)](#)].
- B. **Judicial or Administrative Proceedings.** CE may terminate the agreement, effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the [HITECH Act](#), the [HIPAA Regulations](#), or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws is made in any administrative or civil proceeding in which BA has been joined.
 - i. **Obligations of BA Upon Termination.** Upon termination of this agreement for any reason, BA, with respect to PHI, PI, or PII received from CE, or created, maintained, or received by BA on behalf of CE, shall:
 - ii. Retain only that PHI, PI, or PII which is necessary for BA to continue its proper management and administration or to carry out its legal responsibilities;
 - iii. Return to CE the remaining PHI, PI, or PII that the BA still maintains in any form;
 - iv. Continue to use appropriate safeguards and comply with [Subpart C of 45 CFR Part 164](#) with respect to electronic PHI to prevent use or

disclosure of the PHI, other than as provided for in this Section, for as long as BA retains the PHI;

- v. Not use or disclose the PHI, PI, or PII retained by BA other than for the purposes for which such PHI, PI, or PII was retained and subject to the same conditions set out in this agreement above which applied prior to termination; and
- vi. Return to CE or, if agreed to by CE, destroy the PHI, PI, and PII retained by BA when it is no longer needed by BA for its proper management and administration or to carry out its legal responsibilities.

15. INDEMNIFICATION

BA agrees to indemnify, defend, and hold harmless CE and CE's agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by CE, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of CE; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this agreement on behalf of BA by any person or entity.

16. DISCLAIMER

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

17. CERTIFICATION

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

18. AMENDMENT

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the agreement or Addendum may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, or other applicable laws. CE may terminate the agreement upon thirty (30) days' written notice in the event (i) BA does not promptly enter into negotiations to amend the agreement or Addendum when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the agreement or Addendum providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

19. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

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

20. NO THIRD-PARTY BENEFICIARIES

Nothing expressed or implied in the agreement or Addendum is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

21. EFFECT ON AGREEMENT

Except as specifically required to implement the purposes of this Addendum, or to the extent inconsistent with this Addendum, all other terms of the agreement shall remain in force and effect.

22. INTERPRETATION

The provisions of this Addendum shall prevail over any provisions in the agreement that may conflict or appear inconsistent with any provision in this Addendum. This

Addendum and the agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

CONTRACTOR NAME

EXHIBIT E

DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

NOTE: COMPLETED COPY ON FILE WITH CONTRACT MONITORING TEAM

The federal regulations set forth in [42 CFR 455.101](#), [455.104](#), [455.105](#), [455.106](#), and [455.434](#) require providers who are entering into or renewing a provider agreement to disclose to the U.S. Department of Health and Human Services, the state Medicaid agency, and to Managed Care Organizations that contract with the state Medicaid Agency: 1) the identity of all owners with a control interest of five percent (**5%**) or greater, 2) certain business transactions as described in [42 CFR 455.105](#) and 3) the identity of any excluded individual or entity with an ownership or control interest in the provider, the provider group, or disclosing entity or who is an agent or managing employee of the provider group or entity or who is an agent or managing employee of the provider entity and 4) arrange for fingerprint clearance for criminal background checks and submit proof of clearance along with Disclosure of Ownership and Control Interest Statement documentation. Any changes in ownership during the contract year will require all documentation to be updated. **Please attach a separate sheet if necessary.**

Provider Entity Information
Circle the Type of disclosing entity: <input type="checkbox"/> Individual Member of a Group or Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability <input type="checkbox"/> Other (Specify) _____
Legal Name of individual or entity (" Provider Entity "):
DBA Name:
Group Name:
Primary/Main Office Address:
Mailing Address (if different from above)
Practice Address 1:
Practice Address 2:
Federal Tax Identification #:
Medicaid ID#:
National Provider ID (NPI) #:
Provider CAQH #:

***If applicable, add the group, provider or health care professional name and EIN when the Provider Entity is part of a group practice, attach a separate sheet if necessary.**

Section I					
Are there any individuals or organizations with an Ownership or Control Interest of 5% or more in the Provider Entity? <input type="checkbox"/> Yes <input type="checkbox"/> No					
List the name, title, address, date of birth (DOB) and Social Security Number (SSN) for all individuals having an ownership or control interest in the Provider Entity of 5% or greater. This Should match those listed in the organizational chart. For Owners list the percentage of ownership. Attach additional pages if needed to identify all parties with ownership or control interest.					
List the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership of corporation, or entity having an Ownership or Control Interest of 5% or greater . (42 CFR 455.104 (b) (1) (ii))					
Name/Title	DOB	Address	Address	SSN (if listing an individual) TIN (if listing an	% Interest

Section II

Are any of the individuals listed in Section I above related to each other? Yes No

If yes, list the individuals identified and the relationship to each other (spouse, sibling, parent, child).

Are any individuals listed in Section I above related to any individuals with an ownership or control interest in any of the subcontractors listed in Section III below? Yes No

If yes, list their name and relationship. (42 CFR.455.104 (b) (2))

Name of Individual	Relationship

Section IV

Has any person who has an ownership or control interest in the provider entity, or is an agent or managing employee of the Provider Entity ever been convicted of a crime related to that person's involvement in any program under Medicaid, Medicare or Title XX program? Yes No (verify through HHS OIG List of Excluded individuals/Entities (LEIE), General Services

Administration (SAP) Excluded Parties List System (EPLS) or any other exclusion database other than the Medicare and Medicaid exclusion databases.) **Any person who has an ownership or control interest in any Subcontractor in which the Provider Entity has Direct or Indirect Ownership of 5% or more. (42 CFR 455.104)**

If yes, please list those persons below. (42 CFR 455.106)

Name/Title	Address	DOB	Address	SSN or TIN SSN (if listing an individual) TIN (if listing an entity)	% Interest

Section V

Business Transactions: Has the provider Entity had any business transactions with Subcontractors or Wholly Owned Supplier totaling more than \$25,000 or 5% or operating expenses in the previous twelve (12) month period?

Yes No

If yes, list the ownership of Subcontractor with whom the Provider Entity **has had a business transactions total more than \$25,000** during the previous twelve 12-month period; **and any Significant Business Transaction between this provider and any wholly owned supplier** exceeding the lesser of \$25,000 or 5% operating expense, during the past 5-year period.

This information must be provided within 35 days of request. Attach a separate sheet if necessary.

(42 CFR 455.104 and 42 CFR 455.105)

Name of supplier/ Subcontractor	Address	Owner	SSN (if listing an individual) TIN (if listing an entity)	Transaction Amount

Section VI

Managing Employees: Does the Provider Entity have any Managing Employees?

Yes No

If yes, for Disclosing Entities, list each member of the Board of Directors, Governing Board, and Managing Employees (general manager, business manager, administrator or director), including the name, date of birth (DOB), Address, Social Security Number (SSN), and percent of interest.

Name/Title	DOB	Address	SSN (if listing an individual)	% Interest

I certify that the information provided herein, is true, accurate and complete.

Any person who has a 5% or more direct or indirect interest must also submit fingerprints and a background check results with the Disclosure of Ownership form.

Additions or revisions to the information above will be submitted immediately upon revision. Additionally, I understand that misleading, inaccurate, or incomplete data may result in a denial of participation. Individuals and Sole Proprietors must sign their own form. An authorized representative may sign for Partnership, Corporation, LLC or Other disclosing entities.

Signature

Title (indicate if authorized Agent)

Name (please print)

Date

CONTRACTOR NAME

EXHIBIT F- PRIVACY AND INFORMATION SECURITY PROVISIONS

This Exhibit is intended to protect the privacy and security of specified Kern Behavioral Health and Recovery Services (County) information that Contractor may access, receive, or transmit under this agreement. County information covered under this Exhibit consists of: (1) Protected Health Information (PHI) as defined under the [Health Insurance Portability and Accountability Act of 1996 \(HIPAA\), Public Law 104-191](#); (2) Personal Information (PI) as defined under the California Information Practices Act (CIPA), at [California Civil Code Section 1798.3](#); Personal Information may include data provided to the Department by the Social Security Administration; and (3) Personally Identifiable Information (PII); however, to the extent that data is PHI or ePHI and PI or PII, this Exhibit shall apply.

A. Recitals.

1. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), which defines Protected Health Information (PHI), County is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
 - i. The [California Information Practices Act of 1977 \(California Civil Code §§ 1798 et seq.\)](#).
 - ii. The Agreement between the Social Security Administration (SSA) and the Department of Health Care Services (DHCS), known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPS) between the SSA and the California Health and Human Services Agency.
 - iii. [Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2](#).
 - iv. [California Welfare and Institutions Code § 5328 et seq.](#)
2. The terms used in this Exhibit but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.
3. For the purpose of this Exhibit, PHI, PI, and PII all refer to confidential information that must be protected.

B. Definitions.

1. **Breach** shall have the meaning given to such term under the IEA, CMPPA and under HIPAA, the HITECH Act, and the HIPAA regulations at [45 C.F.R §164.402](#). It shall include a security incident, intrusion, or unauthorized access, use or disclosure of County PHI, ePHI, PI or PII.
2. **Breach of the security of the system** shall have the meaning given to such term under the [California Information Practices Act, Civil Code section 1798.29\(f\)](#).

3. **CMPPA agreement** means the [Computer Matching and Privacy Protection Act](#) agreement between the [Social Security Administration](#) and the [California Health and Human Services Agency \(CHHS\)](#).
4. **Confidential Information:** Information that is exempt from disclosure under the provisions of the [California Public Records Act \(Government Code sections 6250-6265\)](#) or other applicable state or federal laws.
5. **Department PI** shall mean Personal Information, accessed in a database maintained by County, received by Contractor from County or acquired or created by Contractor in connection with performing the functions, activities and services specified in this agreement on behalf of County.
6. **Notice-triggering Personal Information** shall mean the personal information identified in [Civil Code section 1798.29](#) whose unauthorized access may trigger notification requirements under [Civil Code section 1798.29](#). For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph, or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper, or any other medium.
7. **Personally Identifiable Information (PII):** Any information about an individual which can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, and biometric records. This information can be in paper or electronic files and includes, but is not limited to, education records, financial transactions, employment history, criminal records, and medical files.
8. **Personal Information (PI):** Information that identifies or describes an individual, including, but not limited to, name, social security number, physical description, address, telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
9. **Protected Health Information (PHI):** Individually identifiable health information that is transmitted or maintained in any form or medium, created or received by a health care provider or health plan, that relates to past, present, and future physical or mental health condition of an individual; provisions of healthcare to an individual; or past, present and future payment for the provision of healthcare to an individual. Health information which is considered subject to the regulations contained in the Privacy Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) including: name, date of birth, telephone number, names of relatives, names of employers, photographic images, facsimile number, medical record number, finger or voice prints, certificate/license number, social security number, internet (IP) address, web URL, e-mail address, and any device or serial number. "Protected Health Information" includes electronic protected health information.
10. **Public Information:** Information that is not exempt from disclosure under the provisions of the [California Public Records Act \(Government Code sections 6250-6265\)](#) or other applicable state or federal laws.
11. **Required by law** means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is

not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

12. **Security Incident** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, PI, PII or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores P H I , PI, or PII.
13. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information may be either public information or confidential information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for sensitive information is that of integrity. Typically, sensitive information includes records of agency financial transactions and regulatory actions.

Contractor and its employees, agents, or subcontractors shall promptly transmit to the County Contract Manager all requests for disclosure of any PHI, PI, or PII not emanating from the person who is the subject of PHI, PI, or PII without a signed Consent for Release of Information.

Contractor shall not disclose, except as otherwise specifically permitted by this agreement or authorized by the person who is the subject of PHI, PI, or PII, any PHI, PI, or PII to anyone other than DHCS without prior written authorization from the County Contract Manager, except if disclosure is required by state or federal law.

C. Terms of Agreement

1. Permitted Uses and Disclosures of KernBHRS PHI, PI, and PII by Contractor:
 - i. Except as otherwise indicated in this Exhibit, Contractor may use or disclose Department PHI, PI, and/or PII only to perform functions, activities, or services for or on behalf of KernBHRS pursuant to the terms of this agreement provided that such use or disclosure would not violate the [California Information Practices Act \(CIPA\)](#) if done by KernBHRS.
 - ii. Contractor shall not directly or indirectly receive remuneration in exchange for County PHI.
2. Responsibilities of Contractor
Contractor agrees:
 - i. **Nondisclosure.** To protect from unauthorized disclosure any Sensitive or Confidentiality information. Not to use or disclose KernBHRS PHI, PI, or PII other than in carrying out the Contractor's obligations under this agreement or as permitted or required by applicable state and federal law.
 - ii. **Safeguards.** To implement appropriate and reasonable administrative, technical,

and physical safeguards to protect the security, confidentiality, and integrity of KernBHRS PHI, PI, and PII, to protect against anticipated threats or hazards to the security or integrity of KernBHRS PHI, PI, and PII, and to prevent use or disclosure of KernBHRS PHI, PI, or PII other than as provided for by this agreement. Contractor shall develop and maintain a written privacy and information security program that include administrative, technical, and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities. Contractor will provide KernBHRS with its current policies upon request.

iii. **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI, PI, and/or PII, and to protect paper documents containing PHI, PI, and/or PII. These steps shall include, at a minimum:

- (a) Complying with all of the data system security precautions listed in Business Associate Agreement Data Security Requirements.
- (b) Providing a level and scope of security that is at least comparable to the level and scope of security established by the [Office of Management and Budget in OMB Circular No. A- 130, Appendix III- Security of Federal Automated Information Systems](#), which sets forth guidelines for automated information systems in federal agencies.

D. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of KernBHRS PHI, PI, or PII by Contractor or its subcontractors in violation of this Exhibit.

E. **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit on any subcontractors or other agents with whom Contractor subcontracts any activities under this agreement that involve the disclosure of Department PHI, PI, or PII to the subcontractor.

F. **Availability of Information to County.** To make County PHI, PI, and PII available to County for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of County PHI, PI, and PII. If Contractor receives County PHI, PI, and/or PII, upon request by County, Contractor shall provide County with a list of all employees, contractors, and agents who have access to County PHI, PI and/or PII, including employees, contractors, and agents of its subcontractors and agents.

G. **Cooperation with County.** With respect to County PHI, PI, and/or PII, to cooperate with and assist County to the extent necessary to ensure County's compliance with the applicable terms of the California Information Practice Act including, but not limited to, accounting of disclosures of County PHI, PI, and/or PII, correction of errors in County PHI, PI, and/or PII, production of County PHI, PI, and/or PII, disclosure of a security breach involving County PHI, PI, and/or PII, and notice of such breach to the affected individual(s).

H. **Confidentiality of Substance Use Disorder and Treatment Records.** Contractor agrees to comply with all confidentiality requirements set forth in [Title 42 Code of Federal Regulations](#),

[Chapter I, Subchapter A, Part 2](#). Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.

6. The Contractor shall observe the following requirements:

A. Safeguards. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, PI, and/or PII, including electronic PHI, PI, and/or PII that it creates, receives, maintains, uses, or transmits on behalf of County. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1) **Personnel Controls**

a. **Employee Training.** All workforce members must complete privacy and information security training through the Relias training system, upon hire and annually thereafter. If Contractor does not have access to Relias, Contractor will need to document their staff's training attendance, including maintaining a sign-in sheet, e-sign or certificate, indicating the staff member's name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years following contract termination. Contractor will need to develop an internal tracking mechanism to monitor their staff's attendance. This tracking system shall be available for the County to review at any time, to ensure that this required training is completed. Contractor's Privacy and Information Security training must consist of the following:

- 1) HIPAA Privacy and Security regulations ([45 CFR Part 160](#) and [164](#))
- 2) [California Welfare and Institutions Code § 5328 et seq](#) (required if Contractor provides mental health services)
- 3) [Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2](#) (required if Contractors provides any substance use services, even if Contractor is a primary mental health provider)
- 4) Contractor's internal policies and procedures related to sections 1-3 above.

b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

c. **Confidentiality Statement.** All persons that will be working with County PHI, PI, and/or PII must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to being provided access to

Department PHI, PI, or PII. The statement must be renewed annually. Contractor shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

- d. **Background Check.** Before a member of the workforce may access County PHI, PI, and/or PII, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

2) Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store County PHI, PI, and/or PII must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as [Advanced Encryption Standard \(AES\)](#). The encryption solution must be full disk unless approved by the County Information Security Officer.
- b. **Server Security.** Servers containing unencrypted County PHI, PI, and/or PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of County PHI, PI, and/or PII required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain County PHI, PI, and/or PII data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Smart Phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store County PHI, PI, and/or PII must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- f. **Patch Management.** All workstations, laptops and other systems that process and/or store County PHI, PI, and/or PII must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.
- g. **User IDs and Password Controls.** All users must be issued a unique

username for accessing County PHI, PI, and/or PII. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty four (24) hours. Passwords are not to be shared. Passwords must be at least ten (10) characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

- h. Data Destruction.** When no longer needed, all County PHI, PI, and/or PII must be wiped using the Gutmann or [U.S. Department of Defense \(DoD\) 5220.22-M](#) (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with [NIST Special Publication 800-88](#). Other methods require prior written permission of the County Information Security Officer.
- i. System Timeout.** The system providing access to County PHI, PI, and/or PII must provide an automatic timeout, requiring re-authentication of the user session after no more than fifteen (15) minutes of inactivity.
- j. Warning Banners.** All systems providing access to County PHI, PI, and/or PII must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- k. System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, PI, and/or PII, or which alters County PHI, PI, and/or PII. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI, PI, and/or PII is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three (3) years after occurrence. Audit Trail logs must be reviewed for potential violations and/or breaches on a regular basis.
- l. Access Controls.** The system providing access to County PHI, PI, and/or PII must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- m. Transmission Encryption.** All data transmissions of County PHI, PI, and/or PII outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128-bit or higher, such as AES. Encryption can

be end-to-end at the network level, or the data files containing PHI, PI, or PII can be encrypted. This requirement pertains to any type of PHI, PI, or PII in motion such as website access, file transfer, and E-Mail. Any transmission of unencrypted PHI, PI and/or PII outside of Contractor's secure network, must be reported to the KernBHRS Privacy and Corporate Compliance office. (Contacts are listed at the end of this Exhibit).

- n. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting County PHI, PI, and/or PII that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3) Business Continuity / Disaster Recovery Controls

- a. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI, PI, and/or PII in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than twenty-four (24) hours.
- b. **Data Backup Plan.** Contractor must have established documented procedures to back up County PHI, PI, and/or PII to maintain retrievable exact copies of County PHI, PI, and/or PII. The plan must include a regular schedule for making backups, storing back-ups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore County PHI, PI, and/or PII should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of County data.

4) Paper Document Controls

- a. **Supervision of Data.** County PHI, PI, and/or PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI, PI, and/or PII in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where County PHI, PI, and/or PII is contained shall be escorted and County PHI, PI, and/or PII shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** County PHI, PI, and/or PII must be disposed of through confidential means, such as cross-cut shredding and pulverizing.
- d. **Removal of Data.** County PHI, PI, and/or PII must not be removed from

the premises of Contractor except with express written permission of County.

- e. **Faxing.** Faxes containing County PHI, PI, and/or PII shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings of County PHI, PI, and/or PII shall be sealed and secured from damage or inappropriate viewing of PHI, PI, or PII to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of County PHI, PI, and/or PII in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of County to use another method is obtained.

5) Audit Controls

- a. **System Security Review.** All systems processing and/or storing County PHI, PI and/or PII must have at least an annual system risk assessment/security review that provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing County PHI, PI, and/or PII must have a routine procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing County PHI, PI, and/or PII must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
- d. **Receiving and Investigating Privacy Issues.** Contractor shall have a process for staff or individuals to make complaints or report privacy issues. Contractors must document all complaints received and privacy issues investigated, including their disposition. Contractor shall provide to County, documentation of privacy issues investigated, upon request. Additionally, Contractor must submit a quarterly report, utilizing **Exhibit H, "Privacy and Compliance Investigation Summary,"** to the KernBHRS Privacy and Corporate Compliance office within thirty (30) calendar days of the end of each fiscal quarter.
- e. **Security Officer.** Contractor shall designate an Information Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with County, under [45 CFR 164.308](#).

- f. **Privacy Officer.** Contractor shall designate a Privacy official who is responsible for the development and implementation of HIPAA policies and procedures per [45 CFR § 164.530\(a\)\(1\)\(i\)](#). Contractor must designate a contact person or office who is responsible for receiving complaints under [45 CFR § 164.530\(a\)\(1\)\(ii\)](#).
- e. **Discovery and Notification of Breach.** Contractor shall notify County **immediately by telephone call and email** upon the discovery of a breach (or suspected breach) of privacy or security of PHI, PI, and/or PII in electronic, paper, spoken or in any other media, if the PHI, PI, and/or PII was not securely transmitted, or is reasonably believed to have been, accessed, acquired by an unauthorized person, or upon the discovery of a suspected privacy or security incident that involves data provided to County by the Social Security Administration or involving County PHI, PI, and/or PII; **or by email within twenty-four (24) hours** of the discovery of any suspected security incident, intrusion, or unauthorized use or disclosure of PHI, PI, and/or PII in violation of this agreement or the Business Associate Agreement, or potential loss of confidential data affecting this agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence, would have been known, to any person (other than the person committing the breach) who is an employee, officer, or other agent of Contractor.

Notification shall be provided to the KernBHRS Contract Manager, the KernBHRS Privacy & Corporate Office, and the KernBHRS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, PI, and/or PII, notification shall be provided by calling the KernBHRS Information Security Officer at (661) 203-5397. Alternately, contact the KernBHRS Information Technology Services Division (ITSD) Help Desk at 661-868-6740. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use, or disclosure of PHI, PI, and/or PII, Contractor shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the Contractor's operating environment and information confidentiality and security requirements.
 2. Any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.
- f. **Investigation of Breach.** In the event Contractor's actions or inactions cause a security incident, breach or unauthorized use or disclosure of PHI, PI, and/or PII, Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI, PI, and/or PII and within **forty eight (48)** hours of the discovery, Contractor shall submit an initial Department of Health Care Services (DHCS) "Privacy Incident Report," containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time. Contractor shall use the most current version of this form, which is posted on the DHCS Information website <https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>. Submit this report to the KernBHRS Privacy and Corporate Compliance Office via email at BHRSPrivacy@KernBHRS.org.

- g. Written Report.** contractor shall provide a final written report of the investigation to the KernBHRS Privacy Office within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the DHCS “Privacy Incident Report” form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated “Privacy Incident Report” form. KernBHRS Privacy Office will submit this information to DHCS, who will review and approve the determination of whether a breach occurred and whether individual notification is required. Contractor shall also submit, to the KernBHRS Privacy Office, an internal incident or investigation report, completed by Contractor.
- h. Notification of Individuals.** In the event Contractor’s actions or inactions cause a breach or unauthorized use or disclosure of PHI, PI, and/or PII, Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law, and shall pay any costs of such notifications, as well as any costs associated with the breach.
- 1) Once DHCS has made a breach determination, Contractor shall draft a (de-identified) proposed breach notification letter, using guidelines provided in the [SIMM 5340-C](#) (State of California, California Information Security Office: Requirements to Respond to Incidents Involving a Breach of Personal Information), as instructed, and submit to the KernBHRS Privacy Office, who will submit the letter to DHCS for approval.
 - 2) When the proposed breach notification letter is approved by DHCS, KernBHRS Privacy Office or designee will notify Contractor, who shall then proceed with mailing the notification letter(s) to the affected beneficiary/beneficiaries without reasonable delay, and in no event later than sixty (60) calendar days following the date of discovery.
 - 3) Contractor shall notify the Department of Health and Human Services (HHS), Office for Civil Rights (OCR) no later than sixty (60) days after the end of the calendar year in which the breach is discovered, for a breach affecting less than five hundred (500) individuals, by visiting the HHS website (https://ocrportal.hhs.gov/ocr/breach/wizard_breach.jsf?faces-redirect=true) and filling out and electronically submitting a breach report form. If the breach affects five hundred (500) or more individuals, the KernBHRS Privacy Office will coordinate next steps with Contractor, including HHS notification.
- i. Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- j. Contact Information.** To direct communications to the below referenced KernBHRS staff, Contractor shall initiate contact as indicated herein. KernBHRS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the agreement into which it is incorporated.

Kern Behavioral Health and Recovery Services Contract Manager	Kern Behavioral Health and Recovery Services Privacy Officer	Kern Behavioral Health and Recovery Services Information Security Officer
Name: E-Mail: Phone: Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302	Privacy & Corporate Compliance Officer Elizabeth Brown Email: EBrown@KernBHRS.org Direct Line: 661-868-6821 Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302 Privacy and Corporate Compliance Office Telephone: (661) 868-6868 Email: BHRSPrivacy@KernBHRS.org	Information Security Officer Rachelle Hunt Email: RHunt@KernBHRS.org Kern Behavioral Health and Recovery Services P.O. Box 1000 Bakersfield, CA 93302 Help Desk Telephone: (661) 868-6740 Email: BHRSHelpDesk@KernBHRS.org

k. Audits and Inspections. From time to time, KernBHRS may inspect the facilities, systems, books and records of Contractor to monitor compliance with the safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Privacy and Information Security Exhibit. The fact that KernBHRS inspects, or fails to inspect, or has the right to inspect Contractor’s facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with this Exhibit.

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CONTRACTOR NAME
EXHIBIT G
PROGRAM INTEGRITY REQUIREMENTS

1. GENERAL REQUIREMENTS

As a condition for receiving payment under a Medi-Cal managed care program, Contractor shall comply with the provisions of [42 CFR §§ 438.602, 438.608, 438.610, 455.1\(a\)1, 455.104-455.106, 455.434; Social Security Act §§ 1128, 1156, and 1842\(j\)\(2\)](#).

2. COMPLIANCE PROGRAM

Contractor shall have administrative or management arrangements or procedures designed to guard against fraud and abuse. Contractor shall comply with the provisions of [42 CFR 438.608](#).

A. Option 1: Utilize the KernBHRS Corporate Compliance Program

- i. Contractor must designate a Compliance Officer (CO), who reports directly to the CEO and the Board of Directors (BoD) and is charged with overseeing the organization's compliance with requirements under the contract.
- ii. Contractor must abide by all tenets of the KernBHRS Corporate Compliance Program.
- iii. Contractor must adopt all policies and procedures contained within the KernBHRS Corporate Compliance Program.
- iv. All Contractor's workforce members must complete KernBHRS Corporate Compliance and Ethics training, through the Relias training system, upon hire and annually thereafter. Additionally, Contractor must ensure all workforce members are familiarized with the KernBHRS Compliance Program and know where to locate it, as well as providing all workforce members with contact information for the Contractor's Compliance Officer (CO) and training on how to report a compliance issue or concern. Contractor shall track employee trainings, to ensure training is completed at required intervals.
- v. Contractor must establish effective lines of communication between the CO and the organization's employees, including routine communication with workforce members regarding pertinent compliance issues.
- vi. Contractor must provide enforcement of standards through well-publicized disciplinary guidelines.
- vii. Contractor must establish and implement procedures and a system for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential of recurrence, and ongoing compliance with the requirements under the contract. Contractor must submit a quarterly report, utilizing **Exhibit H, "Privacy and Compliance Investigation Summary"**, to the Privacy and Corporate Compliance office within thirty (30) calendar days of the end of each fiscal quarter.

- viii. Contractor's Compliance Officer must report any violation of the KernBHRS Corporate Compliance program, including policies and procedures contained therein, to the KernBHRS Privacy and Corporate Compliance Office. Any allegation of fraud, waste or abuse must be reported promptly.
 - ix. Contractors utilizing Option 1 must notify the KernBHRS Privacy and Corporate Compliance Office of their decision to utilize the KernBHRS Compliance Program, within thirty (30) days of the executed agreement. Additionally, within sixty (60) days of the executed agreement, Contractor must submit supplemental training materials/plans for ensuring all workforce members are familiarized with the KernBHRS Compliance Program and where to locate it, as well as contact information for the Contractor's Compliance Officer and how to report a compliance issue or concern. This information must be submitting utilizing the contact information listed below.
- b. Option 2: Contractor shall implement and maintain a Compliance Program that must include, at a minimum, the seven (7) **essential elements** outlined in items i-vii below:
- i. **Written policies, procedures, and standards of conduct** that articulate the organization's commitment to comply with all applicable requirements and standards under the contract, and all applicable federal and state requirements.
 - ii. **Designation of A Compliance Officer (CO)** who is responsible for developing and implementing policies, procedures, and practices designated to ensure compliance with the requirements of the contract, and who reports directly to the CEO and the Board of Directors (BoD).
 - iii. **A Regulatory Compliance Committee (RCC)** on the BoD and the senior management level, charged with overseeing the organization's compliance program and its compliance with the requirements under the contract.
 - iv. **A system for training and education** for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the contract, including specialized training on Contractor's Compliance Program, including training on the False Claims Act.

Contractor's workforce members must complete Corporate Compliance and Ethics training, through the Relias training system upon hire and annually thereafter. Contractor shall track employee trainings to ensure training is completed at required intervals. In addition to the Relias training, Contractor shall ensure staff receive training on their specific Compliance Program, including contact information for the Contractor's Compliance Officer and training on how to report a compliance issue or concern.

If Contractor does not have access to Relias, Contractor must provide training to all staff that includes specifics on Contractor's Compliance Program, which

includes detection and prevention of fraud, waste and abuse, False Claims Act – including rights of employees to be protected as whistleblowers, Contractor’s standards of conduct, code of ethics, how to report compliance issues, as well as contact information for Contractor’s Compliance Officer. Contractor will need to document their staff’s attendance, including maintaining a sign-in sheet, e-sign or certificate, indicating the staff member’s name and the date on which the training was completed. These certifications must be retained for a period of ten (10) years following contract termination. Contractor will need to develop an internal tracking mechanism to monitor their staff’s attendance. This tracking system shall be available for the County to review at any time, to ensure that this required training is completed.

- v. **Effective lines of communication** between the CO and the organization’s employees.
- vi. **Enforcement of standards through well-publicized disciplinary guidelines.**
- vii. **The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks**, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the agreement. Contractor shall provide to County, documentation of monitoring and auditing of compliance risk and response, upon request. Contractor must submit a quarterly report, utilizing **Exhibit H, “Privacy and Compliance Investigation Summary,”** to the Privacy and Corporate Compliance office within thirty (30) calendar days of the end of each fiscal quarter. Additionally, Contractor must report any allegation of fraud, waste or abuse promptly.
- viii. Contractors utilizing Option 2 must provide to the KernBHRS Privacy and Corporate Compliance Office a copy of Contractor’s Compliance Program and training materials utilized to train workforce members within sixty (60) days of the executed agreement. The KernBHRS Privacy and Corporate Compliance Office will review the submitted Compliance Program. If it doesn’t meet regulatory requirements, as outlined in [42 CFR 438.608 \(or doesn’t include contact information for Contractor’s Compliance and Privacy Officer\(s\)\), it will be returned to the Contractor](#) for corrections. Contractor will have a maximum of thirty (30) calendar days to resubmit the Compliance Program, with corrections completed. Should Contractor not submit the required Compliance Program and training materials within the above timeframes, KernBHRS will not process submitted claim for payment. Any delayed payments will be processed upon receipt of the approved Compliance Program and training materials from Contractor. This information must be submitted utilizing the contact information provided below.

Kern County Behavioral Health and Recovery Services Compliance Officer

Compliance Officer: Elizabeth Brown
Telephone: (661) 868-6724
Email: EBrown@kernbh.rs.org

Privacy and Corporate Compliance Office
Telephone: (661) 868-8222
Email: BHRSPrivacy@KernBHR.S.org

Kern County Behavioral Health and Recovery Services
PO Box 1000
Bakersfield, CA 93302

3. EXCLUDED PROVIDERS

Contractor shall not knowingly have a relationship with any individual or entity that is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in any of such programs by any federal agency or by any department, agency or political subdivision of the state. For purposes of this paragraph, "principal" means an officer, director, owner of any portion of the entity, partner, key employee, subcontractor, or other person with primary management or supervisory responsibilities, or a person who has a critical influence or substantive control over Contractor's operations. Contractor shall be required to submit a Disclosure of Ownership and Control Interest Statement during the initial contracting, re-contracting and/or recredentialing process or upon request by County.

A. Consistent with the requirements of [42 CFR § 438.602\(d\)](#), Contractor must confirm the identity and determine the exclusion status of all employees and any subcontractor, as well as any person with an ownership or control interest, or who is an agent or managing employee through routine checks of federal and state databases.

- i. [List of Excluded Individuals/Entities \(LEIE\)](#), which is maintained by the [United States Department of Health and Human Services \(HHS\)](#), [Officer of the Inspector General \(OIG\)](#), upon hire and monthly thereafter.
- ii. Contractor shall submit Exclusion report with claim for payment, as outlined in **"Paragraph 4. Submission of a Claim for Payment form, Subparagraph E.5."** of this agreement.
- iii. This list includes entities and individuals who have been suspended from receiving payments for services provided under any provider number to Medi-Cal beneficiaries. If Contractor or subcontractor is listed, this agreement shall terminate consistent with the paragraph entitled, **"IMMEDIATE TERMINATION."** Contractor shall ensure that any excluded individual is immediately prevented from performing services resulting in claims for payment for services, directly or indirectly to a Medicare or Medi-Cal recipient. The excluded individual should also

be removed from active duty in any position in which the person's salary or the services rendered or prescribed are paid in whole or in part, by federal health care programs or federal funds until such time the person is removed from the Exclusions lists. Contractor shall maintain records confirming verification of initial and monthly monitoring for a minimum of ten (10) years after the employee's separation from employment. Contractor shall provide affirmation of review to the SOC Administrator monthly, the Quality Improvement Division designee during annual audits and upon request, and shall, as prescribed by Department, report any provider individual, employee or subcontractor provider, appearing on any of these exclusions lists, databases or indices. Instructions for monthly submission are found in "**Paragraph 4. Submission of a Claim for Payment form, Subparagraph E.5.**" of this agreement.

- iv. The parties mutually represent and warrant to one another that they and their respective representatives are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care program as defined in [42 U.S.C. section 1320a-7b \(f\)](#) (the federal health care programs) and/or present on the exclusion database of the Office of the Inspector General ("OIG"); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) debarred, suspended, excluded, or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved sub-contracts or from receiving federal financial and nonfinancial assistance and benefits.
- v. This shall be an on-going representation and warranty during the term of this agreement and a party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this section. At a minimum, the parties shall verify all current staff against the sources at the frequency identified in Section **46.B**. Any breach of this section shall give the non-breaching party the right to terminate this agreement immediately.
- vi. If Contractor or subcontractor is identified as an excluded provider, this agreement shall terminate consistent with the guidelines in the paragraph entitled, "**IMMEDIATE TERMINATION.**"

B. Contractor must conduct an initial check, prior to hire new staff, of the following databases:

- i. Social Security Administration's Death Master File, which is maintained by the United States Social Security Administration.
- ii. [National Plan and Provider Enumeration System \(NPPES\)](#), which is maintained by the Centers for Medicaid and Medicare.

- iii. [List of Excluded Individuals/Entities \(LEIE\)](#)
- iv. [System for Award Management Excluded Parties List System \(SAM-EPLS\)](#)
- v. [Department of Health Care Services \(DHCS\) Medi-Cal Suspended and Ineligible Provider List \(S&I List\)](#)

C. Contractor must conduct monthly checks of the following databases:

- i. [List of Excluded Individuals/Entities \(LEIE\)](#)
- ii. [System for Award Management Excluded Parties List System \(SAM-EPLS\)](#)
- iii. Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S&I List)

Contractor understands that it must comply with the [National Provider Identification \(NPI\) system](#), and will provide the County NPI numbers for all staff providing direct health care or clinical services. Contractor further agrees to verify the NPI numbers(s) upon hiring staff, and to apply for NPI numbers on new employees within five (5) business days of the hiring date, immediately providing confirmation of NPI application to the Department. Contractor further understands that all services entered in the **KernBHRS electronic health record** will suspend and agrees that electronic billings for services will not be accepted without the inclusion of the NPI number(s). If the NPI number is not received within ninety (90) days after the service, the service will no longer be billable and reimbursable to Contractor. Contractor shall notify the department within twenty-four (24) hours of any change to staff NPI numbers or related information, including the termination of employment of any Contractor staff. NPI numbers are also required for each physical delivery site.

D. Contractor shall submit reports in accordance with KernBHRS Policy 3.1.15 (Screening for Ineligible and Suspended Employees and Entities), providing verification that each database referenced in KernBHRS policy 3.1.15, and this section of this contract, are monitored at the required intervals (upon hire/monthly, depending on the database). Contractor shall not knowingly have a relationship with an individual or entities that are excluded from participating in any [Federal health care program per §1128 of the Social Security Act](#), including:

- i. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under [Title XVIII](#) or under any state health care program.
- ii. Any individual or entity that has been convicted, under federal or state law, of a criminal offense relating to neglect or abuse of patient in connection with the delivery of a health care item or service.

- iii. Any individual or entity that has been convicted for a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct after the enactment of the [Health Insurance Portability and Accountability Act of 1996](#).
 - iv. Any individual or entity that has been convicted for an offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance which occurred after the date of the enactment of the Health Insurance Portability and Accountability Act of 1996.
- E.** Federal Financial Participation is not available for any amount furnished to an excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. ([42 U.S.C. section 1396b\(i\)\(2\).](#))
- F.** In accordance with [Section 1903\(i\) of the Social Security Act](#), the Contractor is prohibited from making payment:
- i. With respect to any amount expended for an item or service that is furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or under this title pursuant to sections [1128](#), [1128A](#), [1156](#), or [1842\(j\)\(2\) of the Social Security Act](#) and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).
 - ii. With respect to any amount expended for an item or service that is furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.
 - iii. With respect to any amount expended for which funds may not be used under the [Assisted Suicide Funding Restriction Act \(ASFRA\) of 1997](#).
- G.** These lists include entities and individuals who have been suspended from receiving payments for services provided under any provider number to Medi-Cal beneficiaries. If Contractor or subcontractor is listed, this agreement shall terminate consistent with paragraph entitled, **“IMMEDIATE TERMINATION.”**
- H.** Contractor shall ensure that any excluded individual is immediately prevented from performing services resulting in claims for payment for services, directly or indirectly to a Medicare or Medi-Cal recipient. The excluded individual should also be removed from active duty in any position in which the person’s salary or the services rendered or prescribed are paid in whole or in part, by federal health care programs or federal funds

until such time the person is removed from the Exclusions lists. Contractor shall maintain records confirming verification of initial and monthly monitoring for a minimum of ten (10) years after the employee's separation from employment. Contractor shall provide affirmation of review to the SOC Administrator monthly, the Quality Improvement Division designee during annual audits and upon request, and shall, as prescribed by Department, report any provider individual, employee or subcontractor provider, appearing on any of these exclusions lists, databases or indices. Instructions for monthly submission are found in "**Paragraph 4. Submission of a Claim for Payment form, Subparagraph E.5.**" of this agreement.

- I. The parties mutually represent and warrant to one another that they and their respective representatives are not: (i) currently excluded, debarred, or otherwise ineligible to participate in the federal health care program as defined in [42 U.S.C. section 1320a-7b\(f\)](#) (the federal health care programs) and/or present on the exclusion database of the Office of the Inspector General ("OIG"), the [General Services Administration \("GSA"\)](#) or the [Medi-Cal ineligible list](#); (ii) convicted of a criminal offense related to the provision of health care items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the federal health care programs; or (iii) debarred, suspended, excluded, or disqualified by any federal governmental agency or department or otherwise declared ineligible from receiving federal contracts or federally approved sub-contracts or from receiving federal financial and nonfinancial assistance and benefits.

This shall be an ongoing representation and warranty during the term of this agreement, and a party shall immediately notify the other party of any change in the status of any of the representations and/or warranties set forth in this section. At a minimum, the parties shall verify all current staff against the sources at the frequency identified in this Exhibit. Any breach of this section shall give the non-breaching party the right to terminate this agreement immediately.

- J. If Contractor or subcontractor is identified as an excluded provider, this agreement shall terminate consistent with the guidelines in the paragraph entitled, "**IMMEDIATE TERMINATION.**"

4. SERVICE VERIFICATION

Pursuant to [42 C.F.R. § 438.608\(a\)\(5\)](#), Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste, and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered, were received by beneficiaries, and the application of such verification processes on a regular basis.

Contractor may follow the County process or shall develop and maintain their own process for Service Verification, based on [42 C.F.R. § 438.608\(a\)\(5\)](#), and provide evidence to the KernBHRS Compliance Office by the last business day of each fiscal quarter (September, December, March and June), by encrypted email to BHRSPrivacy@KernBHRS.org.

- A. Contractor shall utilize the County's prescribed method of Service Verification for all office-based, billable, face-to-face services.
- B. For billable field-based and group services, Contractor may choose one of two options for Service Verification:
 - i. Contractor may use the County's method of obtaining Service Verification for billable, field-based and group services, **OR**
 - ii. Contractor may select an alternate method of Service Verification. If Contractor selects an alternate method:
 - a. This method must be submitted to the KernBHRS Privacy and Corporate Compliance office (BHRSPrivacy@KernBHRS.org) at least thirty (30) days prior to the beginning of an upcoming audit cycle, e.g., proposed Service Verification method must be submitted by September 1, December 1, March 1 and June 1.
 - b. Contractor will be responsible for maintaining the Service Verification process, monitoring the process meets the County standards, and reporting the data to the KernBHRS Privacy and Corporate Compliance office by encrypted email, to BHRSPrivacy@KernBHRS.org, by the last business day of the fiscal quarter (September, December, March and June).

5. DEFICIT REDUCTION ACT

- A. The parties to this agreement are aware of the provisions of [Federal Deficit Reduction Act of 2005: Employee Education on False Claims Recovery](#) and certify that they comply with [Section 1902\(a\) of the Social Security Act](#).
- B. [Section 6032 of the Deficit Reduction Act](#) requires any entities that receive or make annual payments under the state plan (Medi-Cal in California) of at least five million dollars (\$5,000,000) as a condition of receiving such payments to comply with the following requirements:
 - i. Establish written policies for all employees of the entity, including management and any contractor(s) or agent(s) of the entity. These written policies shall provide detailed information about the following:
 - a. The Federal False Claims Act, including administrative remedies for false claims and statements established under [title 31, USC, Chapter 38](#).
 - b. State laws pertaining to civil or criminal penalties for false claims and statements; whistleblower protections under such laws; and the role of these laws in preventing and detecting fraud, waste and abuse in federal health care programs.

- c. Contractor's procedures for detecting and preventing fraud, waste and abuse.
- ii. Contractor must provide employee training on the False Claims Act, including the rights of employees to be protected as whistleblowers. Documented evidence of this training is to be provided to County upon request. (This training can be incorporated into Compliance Program training. See 2.B. iv. above).

6. FRAUD REPORTING REQUIREMENTS

- A. Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to County about the following:
 - i. Any potential fraud, waste or abuse. ([42 CFR §438.608\(a\), \(a\)\(7\).](#))
 - ii. All overpayments identified or recovered, specifying the overpayments due to potential fraud. ([42 C.F.R. §438.608\(a\), \(a\)\(2\).](#))
 - iii. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility including changes in the beneficiary's residence or the death of the beneficiary. ([42 C.F.R. §438.608\(a\), \(a\)\(3\).](#))
- B. If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the County within **twenty-four (24) hours**, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed, notifying the County of the outcome of the investigation.
- C. Contractor shall implement and maintain written policies for all employees that provided detailed information about the False Claims Act and other federal and state laws, including information about rights of employees to be protected as whistleblowers. ([42 CFR §438.608\(a\), \(a\)\(6\).](#))
- D. County shall suspend payments to Contractor if there is a credible allegation of fraud. ([42 CFR §438.608\(a\), \(a\)\(5\).](#))

7. DISCLOSURES OWNERSHIP CONTROL INTEREST STATEMENT

- A. Contractor agrees to furnish County with the names of its officers, owners, stockholders owning more than five percent (5%) of its stock, and major creditors holding more than five percent (5%) of the debt of Contractor. This information shall become public record on file with the U.S. Department of Health and Human Services.
- B. Contractor agrees to comply with the requirements set forth in the federal regulations [42 CFR 455.104-455.106](#) in reference to the Medicare, Medicaid, or [Title XX service programs](#).

- C. Contractor agrees to submit to County the completed form attached herein as **Exhibit E, “Disclosure of Ownership and Control Interest Statement”** upon submitting the provider application, during the re-validation of enrollment, and upon request. Any person with a five percent (5%) or more direct or indirect interest in Contractor must include results of fingerprints/criminal background check.
- D. Contractor agrees to notify County and update **“Disclosure of Ownership and Control Interest Statement”** within thirty-five (35) days if a change in ownership occurs.
- E. County may terminate the Agreement if any person with a five percent (5%) or greater direct or indirect ownership interest in Contractor does not submit timely and accurate information and cooperate with any screening methods required in [42 CFR 455.416](#)

CONTRACTOR NAME

EXHIBIT H - PRIVACY AND COMPLIANCE INVESTIGATION SUMMARY

NOTE: COMPLETED COPY ON FILE WITH PRIVACY AND CORPORATE COMPLIANCE

Contractor must provide this summary to the KernBHRS Privacy and Corporate Compliance office by email @ BHRSPrivacy@KernBHRS.org, within thirty (30) calendar days of the end of each fiscal quarter. Please keep in mind that privacy and compliance investigations do not have a negative impact. Investigating privacy and compliance issues and following up on issues/risks identified are a way to show that a Privacy or Compliance Program is effective.

Report for: FY _____ Qtr. 1 (July-Sept) Qtr. 2 (Oct-Dec) Qtr. 3 (Jan-Mar) Qtr. 4 (Apr-Jun)

Contractor Name: _____

Contractor Address: _____

Name of Privacy Officer: _____

Phone: _____ Email: _____

Name of Compliance Officer: _____

Phone: _____ Email: _____

Name of Information Security Officer: _____

Phone: _____ Email: _____

COMPLIANCE INVESTIGATIONS:

Total Compliance investigations this quarter: _____

Total investigations this quarter resulting in fraud, waste or abuse: _____

Fraud, waste or abuse reported to KernBHRS Yes No

Please list the types of Compliance investigations conducted (e.g. policy violation, code of ethics violation, questionable billing practice, allegation of fraud, waste or abuse, etc.). Enter total number of each type of investigation.

Type of Investigation	Total	Type of Investigation	Total

PRIVACY INVESTIGATIONS:

Total Privacy investigations this quarter: _____

Total investigations this quarter resulting in a breach: _____

Breach(es) reported to KernBHRS Yes No

Please list the types of Privacy investigations conducted below (e.g. inappropriate access, inappropriate disclosure, PHI lost/stolen, misdirected mail/fax, unencrypted PHI in email, etc.). Enter total number of each type of investigation.

Type of Investigation	Total	Type of Investigation	Total

Signature _____

Title _____

Name (please print) _____

Date _____

EXHIBIT I

CREDENTIALING AND RE-CREDENTIALING REQUIREMENTS

KernBHRS will establish and conduct a provider Credentialing Program for credentialing and re-credentialing Contractor's network treatment providers. Contractor shall agree to comply with the terms set forth herein.

Contractor shall adhere to the California Department of Health Care Services' (DHCS) statewide uniform provider credentialing and re-credentialing requirements, established pursuant to [Title 42 of the Code of Federal Regulations, Part 438.214](#).

KernBHRS will ensure that Contractor and its employees, agents, or subcontractors are qualified in accordance with current legal, professional, and technical standards, and are appropriately licensed, registered, waived, and/or certified.

Contractor and its employees, agents, or subcontractors must be in good standing with the Medicaid/Medi-Cal programs. Any provider of Contractor, including contracted organizational providers, provider groups, and individual practitioners, who are excluded from participation in federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in any KernBHRS provider network.

The uniform credentialing and re-credentialing requirements apply to all licensed, waived, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors, employed by or contracting with KernBHRS to deliver Medi-Cal covered services.

Contractor shall observe the following requirements:

For all licensed, waived, registered and/or certified providers, KernBHRS will verify and document the information listed below. The listed requirements are not applicable to all provider types. When applicable to the provider type, the information must be verified by KernBHRS through an auditing process of Contractor's primary source verification efforts or by Contractor's submitting these documents directly to the KernBHRS Credentialing Unit or designee. This will be required unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification, and/or registration board.

Contractor shall submit the following information for their employees, agents, or subcontractors at the time of hire and at the various timelines listed below to the KernBHRS Credentialing Unit or designee. KernBHRS reserves the right to audit the primary source verification that Contractor reports it is doing for their employees on a quarterly basis. Regardless of whether Contractor submits all information to KernBHRS to credential or Contractor's credentialing process is audited, Contractor must submit all credentialing requirements to KernBHRS Credentialing team or designee at the time of hire of any new employee. Contractor will also notify KernBHRS Credentialing team when an employee separates from their organization to ensure that credentialing/re-credentialing efforts are not continued for separated employees.

1. **Primary Source Verification** shall be required in the following areas at the time of hire and every three (3) years thereafter unless Contractor can demonstrate the required

information has been previously verified by the applicable licensing, certification and/or registration board:

- a. The appropriate license and/or board certification or registration, as required for the particular provider type;
- b. Evidence of graduation or completion of any required education, as required for the particular provider type;
- c. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and
- d. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

2. Additional information shall be required in the following areas from Contractor and its employees, agents, or subcontractors, as applicable, at the time of hire and every three (3) years thereafter

- a. Work history;
- b. Hospital and clinic privileges in good standing;
- c. History of any suspension or curtailment of hospital and clinic privileges;
- d. Current Drug Enforcement Administration identification number;
- e. National Provider Identifier number;
- f. Current malpractice insurance in an adequate amount, as required for the particular provider type;
- g. History of liability claims against the provider;
- h. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/> ;
- i. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>
- j. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;
- k. Employee Attestation consisting of five (5) required elements:
 - l. Any limitations or inability that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.

- ii. A history of loss of license or felony conviction.
 - iii. A history of loss or limitation of privileges or disciplinary activity.
 - iv. A lack of present illegal drug use; and
 - v. The application's accuracy and completeness
- l. Enrollment in the Provider Application and Validation of Enrollment (PAVE), as applicable to provider type.
 - m. Other sources pertinent to the credentialing or recredentialing process as identified by KernBHRS.

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