

**COUNTY OF KERN**

**KERN BEHAVIORAL HEALTH &  
RECOVERY SERVICES**

**REQUEST FOR PROPOSAL  
TO PROVIDE  
SPECIALTY MENTAL HEALTH SERVICES  
FOR FEMALES IN A SHORT-TERM  
RESIDENTIAL THERAPEUTIC PROGRAM**

DUE . . . . . July 31, 2025

TIME . . . . . Before 11:00 a.m.

**COUNTY OF KERN  
BEHAVIORAL HEALTH & RECOVERY SERVICES**

**Request for Proposal to Provide Specialty Mental Health Services for  
Females in a Short-Term Residential Therapeutic Program**

Kern County, through Behavioral Health & Recovery Services, is requesting proposals from qualified providers to offer Specialty Mental Health services for six (6) to eight (8) female Dependents and Wards. These individuals are placed in the Short-Term Residential Therapeutic Program (STRTP) by the Kern County Department of Human Services (DHS) or Kern County Probation. **This RFP evaluation committee will choose one (1) Provider and the STRTP must be located Kern County.**

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  
2001 – 28th Street  
Bakersfield, CA 93301  
jscales@kernbhhrs.org**

Envelopes containing the Proposals are to be marked:

**PROPOSAL: “Specialty Mental Health Services for Females in a Short-Term Residential Therapeutic Program”**

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 Date . . . . . **June 16, 2025**  
Pre-Proposal Meeting . . . . . **June 30, 2025**  
Proposal Due Date . . . . . **July 31, 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 who need mental health care. 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's goal is to ensure the citizens of Kern County who are afflicted with mental and behavioral health disorders are provided with services and resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers for mental and behavioral health treatment services for adults and minors in most geographic areas throughout Kern County.

The Department consists of various Systems of Care to serve specific client populations. The Children's System of Care provides mental health and substance use services and resources to children experiencing behavioral health problems, which may lead to disruptions at home, school or in the community. The goal of treatment is to restore hope and healing with each child and their family.

All services are client-centered, racially and culturally appropriate, flexible, with a focus on individual/family's strengths, to promote positive peer and professional relationships, and incorporate each individual/family's natural support system within the treatment process.

Short-Term Residential Therapeutic Programs (STRTP) play a crucial role in supporting children by providing essential services. As a key component of Kern County's Continuum of Care, STRTPs help youth achieve success in all aspects of their lives. The expected length of stay for children placed in a STRTP ranges from three (3) to twelve (12) months.

This Request for Proposal (RFP) aims to identify a single qualified Short-Term Residential Therapeutic Program (STRTP) that fulfills the following general requirements:

The STRTP **must** be located in Kern County. If the selected vendor does not yet hold a license to operate as an STRTP in the county, they will need to meet various requirements to obtain licensure and contract with BHRS, including but not limited to the following:

1. Submission of Program Statement to Kern County Department of Human Services (DHS) within two (2) months of contract award notification in order to obtain a Letter of Support to submit to BHRS.
2. Submission of Program Statement to Community Care Licensing (CCL) will be required to obtain approval of Program Statement and CCL license to operate as an STRTP, if not already obtained.
3. Upon licensing from CCL, and prior to Mental Health Program Approval, obtain Medi-Cal site certification from the County, which also includes securing a licensed Head of Service (HOS).

4. Submission of Mental Health Program Approval from Department of Health Care Services (DHCS) within one (1) month of having Program Statement approved by CCL.

5. If seeking licensure as an STRTP, applicant shall follow all protocols as found in DHCS Interim STRTP Regulations Version II, Attachment 1.

**Note:** STRTP's currently in contract with County shall be expected to obtain a Letter of Support from DHS within three (3) months of notification of award.

As a part of Kern County's Children System of Care, it is expected that the selected provider will work conjointly with existing network of children's providers in order to be part of Kern's continuum of care options. Youth shall be placed for short term duration per state mandates and provider will assist in stepping down youth to a lower level of care.

**The County has projected an annual STRTP budget of \$250,000.**

As part of the California Advancing and Innovating Medi-Cal (CalAIM) Behavioral Health Payment Reform, BHRS has transitioned from cost-based reimbursement to fee-for-service reimbursement. Proposers shall be expected to submit their proposed budgets accordingly.

Agreements will be negotiated between BHRS and the prospective service providers and approved by the Kern County Board of Supervisors prior to service delivery. Actual rates per services will be included in the negotiation process.

**Contract shall be expected to commence no later than July 1, 2026.**

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 of 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 participating 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. **Detailed description is available in the sample Exhibit A, Description and Standards of Services.**

## **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 **Exhibit "B" - 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 **Sample Standard Agreement for Professional Services** and either:

i) will agree to and accept the **Exhibit "B" 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 complete 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 **Jewelle Scales, Kern Behavioral Health & Recovery Services, 2001 28<sup>th</sup> 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**

1. The length of the proposal should be no longer than 25 - 50 pages.
2. Please use complete sentences for each section of the proposal.
3. Please use Arial font and the font size should be 12.
4. Please do not include **Patient Health Information** in this or any other section of your proposal. **This will be grounds for immediate disqualification from the RFP process.**

**5. Please do not submit canned or generic proposals. (A “canned” submission is one that is being repurposed from a previous proposal. Submission should be specifically written for this RFP.)**

6. 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)**:

## **D1. Proposal Contents**

### **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 \_\_\_\_\_ Services  
Submitted By: Organization X  
James Smith, Chief Operating Officer

### **2. Introduction (1 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.”

Please include an **email address** that we may use to contact your organization.

### **3. Corporate/Agency Profile:**

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:**

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.

##### Part I: Headers

Please provide information for each Header 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

##### Part II: Financial Statements

Please provide information for this Header:

- Header #7: Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- The Dun & Bradstreet credit report will not be counted toward the maximum number of pages.

##### **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.

### Part III: Documentation of Satisfactory Past Performance/References

#### 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.

### Part IV: Similar Services Over The Last Two Years

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:

#### Part I: Organizational Chart

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

#### Part II: Resumes

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

#### Part III: Training Certifications

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

#### Part IV: Summary Of The Statement Of Qualifications

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:

- ❖ 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

#### Part V: Subcontractors and/or Consultant Firms

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:**

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

#### Part I: Project Approach

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 **(250 words)**.

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 **(250 words)**.

- c. Identify the deliverables that will be produced as specified in the RFP's scope of work, Exhibit A – Description and Standards Of Services **(250 words)**.
- 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 **(250 words)**.
- 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 **(250 words)**.
- 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 **(250 words)**.

#### Part II: Work Schedule

- 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 **(250 words)**.

#### Part III: Transition Plan

- h. 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 1, 2026**. **(250 words)**.

#### Part IV: Technology Requirements

- i. Detail and describe security clearance and information technology requirements that your organization has in place to ensure HIPAA compliance **(250 words)**.
- j. Specify all software and computer technology **(if applicable)** 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 BHRS, provide a copy of any software license agreements that BHRS would be required to execute **(250 words)**.

**Note: Do not include brochures and advertisements in your Proposal**

#### **7. Cost of Service:**

The Proposal shall clearly state all the proposed annual costs associated with providing specialty mental health services for females placed in the STRTP, broken down by Salary and Benefits, Services and Supplies and Indirect Costs. 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 and actual rate-based reimbursement will be dependent upon client services provided and documented into the KernBHRS' electronic health record within the timeframes established by County. **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:**

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: **Jewelle Scales @ [jcales@kernbhrs.org](mailto:jcales@kernbhrs.org)**. **No phone calls please, only written responses 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 **June 30, 2025 at 10:00 a.m.** The meeting will be held via **Microsoft Teams Meeting**. All interested parties who may have questions or wish to participate in the pre-proposal meeting must email their contact information to **[jcales@kernbhrs.org](mailto:jcales@kernbhrs.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:  
**SPECIALTY MENTAL HEALTH SERVICES FOR FEMALES  
IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**  
1115 Truxtun Ave., 3<sup>rd</sup> 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 July 31, 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.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]**

## **EXHIBIT A - SCOPE OF WORK**

### **EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES**

#### **SPECIALTY MENTAL HEALTH SERVICES FOR FEMALES IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

##### **1. GUIDING PRINCIPLES**

Kern Behavioral Health and Recovery Services (hereinafter “Department” or “County”) in coordination with the Department of Human Services (DHS) and Kern County Probation has embarked in the development of integrated services to our foster youth and families. Key to the California Integrated Core Practice Model (ICPM) for Children, Youth and Families is a service delivery system that is welcoming, accessible, recovery-oriented, person and family-centered, co-occurring disorder capable and culturally competent.

The following standards are intended to provide a structure for services offered by Department contracted providers that are not regulated under existing requirements.

**A.** Contractor shall aim to increase stability, and transition youth to a lower level of care. In addition, contractor shall minimize hospitalizations, out-of-home placements, and placement failures among the clients served by providing community-based, family-oriented, and culturally competent mental health services for foster care children and adolescents who need enhanced specialty mental health services.

**B.** Contractor accepts that it is a member of a network of providers of the Kern Behavioral Health and Recovery Services (KernBHRS) Children’s System of Care; a continuum of care that includes crisis intervention, hospitalization, and outpatient mental health services. Contractor readily accepts and shares the responsibility of providing quality services to all individuals served.

**C.** Contractor shall demonstrate support of the KernBHRS Children’s System of Care by sharing information and resources and actively seeking to recruit staff and volunteers who are bilingual, bi-cultural, and who represent the ethnic and cultural diversity of the community it serves.

**D.** Contractor recognizes that within its caseload are clients who have co-occurring substance use disorders. It is important that these individuals are welcomed into care without experiencing stigma, and that the number of these individuals begins to be more accurately identified so that needs can be more effectively recognized and met within the system as a whole.

**E.** 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 mental health and substance abuse prevalence in the community it serves.

**F.** Contractor programs and activities shall always maintain a drug and alcohol-free environment.

**G.** Contractor shall collaborate with other programs. Central to these collaborative efforts will be the active involvement in Child and Family Teams (CFTs) and will include coordination of services with the ICC Coordinator, the Department of Human Services (DHS), child’s family or caretaker which they will be transitioned to, and any other natural supports of family.

**H.** Contractor shall work closely with the ICC Coordinator, otherwise known as the assigned staff.

**I.** All Short-Term Residential Therapeutic Program (STRTP) Kern youth will have been approved by the Special Multi-Disciplinary Assessment & Referral Team (SMART) committee, certification by Children's System of Care (CSOC) for admission, and thereby will meet Pathways to Well-Being Subclass (formerly referred to as Katie A) criteria. Contractor shall ensure that youth are open to the Katie A - ICC/IHBS Special Population Type in the Electronic Medical Record (EMR) and if not, will coordinate with the ICC Coordinator through the Geographic Service Area (GSA) provider to ensure opening as of the appropriate date.

**J.** The family unit, both relative and foster families are considered an integral piece of the treatment program for a person experiencing mental health and substance use disorders. Treatment interventions must at all times consider issues of family dynamics and relationships, including the possible presence of co-occurring mental health disorders in the family.

**K.** Contractor shall ensure that the dignity of all individuals and communities is preserved when working with people of color, underserved or disenfranchised persons.

**L.** Contractor shall ensure that all pertinent written, oral and symbolic materials for the individual and family (including, but not limited to, signage, pamphlets, educational brochures, referrals to resources or speakers, audiovisuals and self-help kits) are interpreted in the primary language of, and from the appropriate cultural perspective of, the communities served whenever possible.

**M.** Contractor shall continually evaluate the needs of the communities being served and shall endeavor to meet those needs at all times. Further, Contractor shall incorporate the values of the community into its activities, services, and programs.

## **2. SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP) QUALIFICATIONS**

**A.** Contractor must maintain support from KernBHRS, DHS and Probation based upon the placement of Kern youth in their facility.

**B.** All of contractor's sites must meet California Department of Social Services (CDSS) community licensure requirements as an STRTP.

**C.** Contractor shall make available mental health care services that are trauma informed, as required by the STRTP license.

**D.** Contractor must continue to maintain their STRTP Mental Health Program Approval and be in compliance with all interim STRTP licensing regulations.

**E.** All of contractor's sites must meet criteria in order to be certified by the Department to deliver specialty mental health services that children and youth in their care require, including but not limited to being in compliance with interim STRTP regulations in regard to staffing ratio including maintaining employment of a full-time (i.e. 40 hrs. per week) on-site licensed mental health professional who will serve as the Head of Service (HOS).

**F.** All of contractor's sites shall be required to obtain and maintain national accreditation from approved accrediting bodies as a condition of licensure.

1. Accreditation must be obtained and maintained.

2. Updates on the status of accreditation shall be provided to the Department upon request.

**G.** In order to ensure successful outcomes, contractor shall collaborate with social worker or probation officer to engage family, or through organizational relationships work with resource families, in order to ensure all youth residing in the facility have a plan in place for their return to a home-based family setting.

#### **H. Letter of Support**

The selected vendor will be required to receive a Letter of Support from a Kern County placing agency as a condition of contracting with the County, and as such a letter of reference for purposes of inclusion in the bidder's proposal shall not be from a Kern County placing agency.

#### **I. Transition Plan**

The facility must be in contract by **July 1, 2026**. The proposal must provide the following:

1. Provide your plan to obtain CCL STRTP license, STRTP Mental Health Program Approval or CCRP Mental Health Program Approval, Medi-Cal site certification and Letter of Support from a Kern County placing agency within the required time frames.
2. If a Start-up, provide the proposed facility location and a complete timeline/readiness schedule to provide the services required by **July 1, 2026**.
3. Provide the staffing schedule with position to satisfy STRTP Mental Health Program Approval staffing requirements.
4. Provide a timeline for KernBHRS electronic health record training and set-up prior to start date.
5. Provide timelines for hiring and training staff, securing a site, purchasing equipment, and obtaining licenses, certifications, and insurance.
6. Provide a schedule with timeliness for milestone events to substantiate adherence to the start date.

### **3. CALIFORNIA ADVANCING and INNOVATING MEDI-CAL (CaAIM)**

California Advancing and Innovating Medi-Cal (CaAIM) is a long-term commitment to transform and strengthen Medi-Cal, offering clients a more equitable, coordinated, and person-centered approach to maximizing their health and life trajectory. CaAIM is moving Medi-Cal towards a population health approach that prioritizes prevention and whole person care, transforming it into a system that is standardized, simplified, and focused on helping enrollees live healthier lives. When CaAIM is fully implemented, Medi-Cal will better serve and benefit enrollees because it will be a seamless and streamlined health care system.

Effective January 1, 2022, and in accordance with Behavioral Health Information Notice (BHIN) No: 21-073, CaAIM implemented new criteria to access the Specialty Mental Health Services Delivery System. For beneficiaries under twenty-one (21) years of age, specialty mental health services (SMHS) shall be provided to those that meet either of the following criteria:

**A.** The beneficiary has a condition placing them at high risk for a mental health disorder due to the experience of trauma evidenced by any of the following scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement or experiencing homelessness OR

**B.** The beneficiary meets both of the following requirements:

1. The beneficiary has at least one of the following:

a. a significant impairment

b. a reasonable probability of significant deterioration in an important area of life functioning

c. a reasonable probability of not progressing developmentally as appropriate

d. A need for specialty mental health services, regardless of impairment or the presence of impairment, that are not included within the mental health benefit that a Medi-Cal managed care plan is required to provide AND

2. The beneficiary's condition as described above is due to one of the following:

a. a diagnosed mental health disorder according to the criteria of the current Diagnosis and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.

b. a suspected mental health disorder that has not yet been diagnosed.

c. significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

If a beneficiary under age twenty-one (21) meets the criteria as described in (A) above, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (B) above.

#### **4. POPULATIONS TO BE SERVED**

In order to be accepted into a STRTP under this agreement, youth must meet the following eligibility requirements and continue to meet any DHCS regulations:

**A. KERN COUNTY YOUTH** - Be a Kern County Dependent or Ward of the Court, who is a Kern County Medi-Cal beneficiary and meets medical necessity criteria for EPSDT specialty mental health services and is deemed to need this level of care evidenced by the following:

1. Has a CFT that has determined child's needs and recommends this level of care in a STRTP.

2. Has been referred by the SMART committee for admission to a STRTP evidenced by the receipt of a STRTP Certification.

3. Has received a Qualified Individual Assessment that has confirmed that the level of care of a STRTP is essential to meet youth's treatment needs.

4. The GSA provider shall serve as the ICC Coordinator for all Kern County youth.

**B. PRESUMPTIVE TRANSFER** - Assembly Bill (AB) 1299 requires the presumptive transfer of behavioral health services from the county of jurisdiction to the county of residence for any child placed out of the county of jurisdiction to ensure that all dependents and wards receive timely behavioral health services regardless of their physical placement.

**C. AB 1051 MEDI-CAL: SPECIALTY MENTAL HEALTH SERVICES: FOSTER CHILDREN**

1. AB 1051 modifies the conditions and requirements for Presumptive Transfer. Effective July 1, 2024 Presumptive Transfer will be utilized selectively and with permission from the Mental Health Plans (MHPs). Under Assembly Bill (AB) 1051, ACL 24-43, BHIN 24-025, MHPs are responsible for the provision for arranging and paying for SMHS for foster youth who are placed in an out of county STRTP. Contractor is required to complete the following when considering accepting an out of county foster youth:

- a. Notify KernBHRS of the intent to accept placement in order to facilitate a mechanism for payment.
- b. Comply with any direction provided by KernBHRS.
- c. Provide KernBHRS contact information to the County of Jurisdiction (COJ) and request that MHP in the COJ establish contact with KernBHRS.

2. Per ACL 24-43 KernBHRS is utilizing two options, with both options requiring notification to and approval from KernBHRS:

**Option 1:**

Based on the COJ's MHP directions, the STRTP may directly contract with the COJ and youth served through that contract will not be served by KernBHRS or GSA providers under this contract or opened in the KernBHRS electronic health record. STRTP will be required to provide all SMHS, under the contact with the COJ including psychiatric services.

**Option 2:**

KernBHRS will coordinate with the COJ to establish a contract for the provision of SMHS. Upon approval, the STRTP may continue to provide services under KernBHRS contract including entering all services in EHR for reimbursement.

When utilizing option 2, Contractor will continue to follow all established protocols, which may include but not be limited to:

- a. Not accepting any out of county youth for admission without first obtaining Court Order/Consent to Treatment and Authorization to Release Information from county of jurisdiction, and if child is on medication an active JV 220/223, and a one (1) month supply of medication.
- b. Making every effort to work in partnership with Kern County DHS, Probation and KernBHRS to ensure STRTP primarily serves Kern County youth.

1. Contractor shall be expected to notify designated KernBHRS, DHS and Probation staff of vacancies, as they occur.

2. Upon vacancy of bed at STRTP, Contractor shall give Kern County Placing Agencies the right of first refusal.

c. The GSA provider shall serve as the ICC Coordinator for all out of county youth and STRTP provider shall ensure strong coordination with the GSA provider.

## **5. ACCESS TO TREATMENT**

Contractor shall provide services at times that meet the needs of the clients, which will include twenty-four (24) hours per day, seven (7) days per week according to the individualized needs of each youth.

Specifically, in addition to routine business hours, STRTP shall ensure behavioral health staff are on-site between the hours of 3:00 p.m. to 8:00 p.m., Monday – Friday, and if needed shall offer expanded hours to include weekends to address the needs of each youth.

### **A. INITIAL SERVICE INFORMATION**

1. Contractor shall provide beneficiaries with a KernBHRS Beneficiary Handbook when first accessing services and thereafter upon request. Also, when first accessing services, beneficiaries shall be provided a copy of the provider directory or information on how to obtain it electronically if they prefer.

2. Contractor shall make available a Medi-Cal Provider Directory that contains names, locations, telephone numbers, and non-English languages spoken by current contracted providers in the beneficiary's service area.

3. Contractor shall make the KernBHRS Beneficiary Handbook and the Medi-Cal Provider Directory available in English and Spanish.

4. Contractor shall make written materials available to beneficiaries in easily understood language in both English and Spanish, 12 and 18 fonts, in paper and electronic form.

5. Contractor shall inform beneficiaries that information is available in alternative formats and how to access those formats.

### **B. TIMELINESS OF ACCESS TO TREATMENT**

1. Contractor shall ensure that the Interdisciplinary Treatment Plan which includes goals for treatment and services that will be provided while in STRTP is electronically signed or scanned into the KernBHRS electronic health record.

2. Contractor shall work to establish a discharge plan at time of entry that identifies the type of setting that youth shall be transitioned to with a preference to family or family like environment.

3. Contractor shall ensure 24/7 access to LPHA/mental health staff for urgent and emergency services.

4. Contractor shall demonstrate access to youth in crisis with the understanding that the first line of intervention for crisis should not be calling of law enforcement or a referral to the Psychiatric Evaluation Center (PEC) understanding that provider should evaluate urgent needs and access law enforcement or make referral to PEC only when safety needs dictate or clinically necessary.

a. If a youth is in PEC or Hospital and is released, it is the responsibility of the STRTP to pick up youth at time of notification of discharge.

5. Contractor shall make every effort to ensure that beneficiaries have access to services within the timeframe and/or time and distance standards. If unable to provide services within the required timeframe or time and distance standards, contractor will provide referral for the beneficiary to receive the service(s) from an out of network provider at no cost to them. (Department of Health Care Services Behavioral Health Information Notice 21-008).

### **C. No Shows**

1. All no-show appointments shall be accurately documented in the medical record by appropriately changing the Status of service to “No Show” in the progress note.

2. Contractor shall meet the Department’s No-Show standards:

a. No Shows for Psychiatric appointments shall not exceed eighteen percent (18%) of all psychiatric services.

b. No Shows for other direct service providers shall not exceed fifteen percent (15%) of all direct services.

3. Contractor shall ensure that youth attend all appointments that are scheduled with the GSA provider or that appointments are cancelled or rescheduled minimally 24 hours in advance of appointment when possible.

### **D. Change of Provider/Second Opinion Request:**

1. Contractors, whenever feasible, shall provide the beneficiary the opportunity to change persons providing specialty mental health services. This includes requests to change his/her case manager, therapist, prescriber, and/or team.

2. When the contractor has determined the client does not meet medical necessity criteria for specialty mental health services, the beneficiary has the right to request a second opinion at no charge.

3. These requests maybe submitted in person, via telephone or in writing by the beneficiary or legal guardian.

4. Contractor will ensure the “KernBHRS Change of Provider/Second Opinion Request” form is available in all lobbies in both English and Spanish.

## **6. SERVICES**

Contractor shall provide community-based, trauma-informed, family-oriented and culturally competent mental health treatment services to youth to support them in achieving stability and success in a variety

of settings, which will include, but not be limited to school, STRTP and permanent home that youth will be transitioned to.

**A.** Specialty Mental Health Services refers to mental health services (e.g. assessment, plan development, individual, group or family therapy, rehabilitation) medication support services; crisis intervention; targeted case management; psychiatrist services; and psychological services.

**B.** Contractor shall be expected to provide specialty mental health services that will support the ICC Plan and the work of the Child and Family Team (CFT), which will include, assessment, treatment planning, individual and group rehabilitation, individual, group and family therapy, crisis intervention, targeted case management, TBS, IHBS, and ICC.

**C.** Central to delivery of services is the participation in the CFT Meeting, and provision of ICC services, with an emphasis on attending to the needs and preferences that the child and family have expressed. The GSA provider shall serve as the Intensive Care Coordinator. The Contractor shall ensure GSA provider is included in all CFT meetings and that services are provided and communicated in coordination with the ICC coordinator at the GSA.

**D.** In coordination with GSA provider, Contractor shall ensure that all youth placed in STRTP's are seen by a psychiatrist a minimum of every forty-five (45) days for those youth that are on medication and a minimum of every ninety (90) days for those youth that are not on medication.

**E.** If contractor is having difficulty in maintaining youth's stability in the STRTP, immediately hold a CFT meeting and amend services needed to support youth. Under no circumstances will a fourteen (14) day or less notice be issued without cross system coordination.

**F.** Therapeutic Behavioral Services (TBS) - supplemental specialty mental health services covered under the EPSDT benefit as defined in California Code of Regulations Title 9 Section 1810.215. These are services for children/youth who are full-scope Medi-Cal beneficiaries under twenty-one (21) years of age. TBS are intensive, one-to-one services designed to help beneficiaries and their parents/caregivers manage specific behaviors using short-term measurable goals based on the beneficiary's needs. TBS are available to beneficiaries in accordance with the Department of Mental Health Information Notice 08-38, the TBS Coordination of Care Best Practices Manual, version 2 (October 2010) and the TBS Documentation Manual, version 2 (October 2009). TBS is to be provided in accordance with KernBHRS Policy 5.4.3.

1. TBS shall be considered for youth who are placed in or are being considered for placement in a Short-Term Residential Treatment Program (STRTP) or have received hospitalization in the past twenty-four (24) months or are being considered for a psychiatric hospitalization.

2. TBS is meant to be an intensive behavioral health service; while the frequency and intensity may vary depending on clinical needs, TBS sessions are typically a minimum of ninety (90) minutes or more provided, occurring multiple times per week, that are sufficient to observe and intervene with targeted behaviors.

**G.** Intensive Care Coordination (ICC) - a service offered to children/youth, up to age twenty-one (21). While ICC key service components are very similar to Targeted Case Management (TCM), ICC services must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the child/youth are appropriately and effectively met.

**H. Intensive Home-Based Services (IHBS)** - services offered to children/youth, up to age twenty-one (21). IHBS are intensive, individualized and strength-based, needs-driven, home-based intervention activities that support the engagement and participation of the child/youth and his/her significant support persons and to help the child/youth develop skills and achieve the goals and objectives of their plan.

### **I. Language and Cultural Competence**

1. Limited English Proficient (LEP) individuals have a right to free language assistance services, and to be informed how to access such services.
2. The contractor shall document that the individual was offered interpreter services.
3. The contractor shall ensure the interpreters are trained and monitored for language competence.
4. Whenever feasible and at the request of the individual, the contractor shall provide an opportunity for the individual to change to a more cultural-specific provider.
5. The contractor shall have a plan for cultural competency training for the staff of the agency.

## **7. SERVICE REQUEST FOR AUTHORIZATION**

**A. Request for Authorization of IHBS and TBS must be completed prior to initiating services:**

1. IHBS shall be authorized in accordance with Policy 5.4.7. Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS) and Therapeutic Foster Care (TFC).
2. TBS shall be authorized in accordance with Policy 5.4.3. Therapeutic Behavioral Services.

**B. Service Request for Authorization Process:**

1. Complete the supporting documentation
2. Complete the Service Request Form

**a. Emergent Requests – MUST meet one of the following criteria:**

1. Hospitalized within the last fourteen (14) days
2. Released from jail/prison within the last fourteen (14) days
3. Out of medication
4. PEC/CWIC visit within the last seven (7) days
5. Suspended/Expelled from school within the last seven (7) days

**b. Urgent Requests – If a request doesn't meet one of the above criteria, then it is urgent.**

3. Email form(s) to [authorizations\\_outpatient@kernbhrs.org](mailto:authorizations_outpatient@kernbhrs.org). The subject line name should read "Service Request". Name the form that is attached with the client's name and also include the client's name & DOB in the body of the email. Do not include any PHI in the subject line.

4. The Authorization Team will respond with a decision on the request within seventy-two (72) business hours/three (3) days. There are 3 possible decisions:

a. Service Request Decision – Approved. The form will include:

1. Type of request approved (TBS, IHBS)
2. Any limitations to the services (e.g. how many hours a week you can provide the services)
3. Expiration date of request

Re-authorization may be submitted up to three (3) weeks prior to the expiration date of current authorization.

b. Service Request Decision – Pending. The form will include:

1. The reason the authorization staff does not have enough information to decide (i.e. no corresponding supporting documentation, corresponding supporting documentation indicates no need for specialized services, other reasons)
2. After the identified issue has been corrected, a new request must be submitted.

c. Service Request Decision – Denied

1. Service request is denied and/or being modified

**C.** If it is determined that IHBS or TBS are necessary in a crisis situation, in order to ensure the well-being or safety of a youth, the service must be provided immediately.

1. Contractor shall be responsible for ensuring a timely submission of Service Request for Authorization of these services indicating in the request the need for expedited services.

## **8. PATHWAYS TO WELL-BEING**

**A.** Following the settlement of Katie A. v. Bonta and the establishment of subclass criteria, youth that meet criteria are required to receive an array of services including medically necessary ICC, IHBS, and TFC consistent with the California Integrated Core Practice Model (ICPM) for Children, Youth, and Families. ICPM principles include rapport building and participation of the child/youth and family; focusing on identifying the child/youth and family needs and strengths while assessing and planning for services; planned teaming across other child-serving systems; using Child and Family Teams to identify strengths and needs to make plans and track progress and providing intensive home-based services as needed.

**B.** While the Katie A. settlement only concerned children and youth in foster care, or at imminent risk of placement in foster care, membership in the Katie A. subclass is no longer a requirement for receiving medically necessary ICC, IHBS, and TFC (DHCS MHSUDS Information Notice No: 16-004). ICC and IHBS must be provided to all children and youth who meet medical necessity criteria. The MHP has an

affirmative responsibility to determine if children and youth who meet medical necessity criteria need ICC and IHBS. (Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries (3rd ed., Jan. 2018), p. 9.)

**C. Screening Procedure for ICC, IHBS, and TFC eligibility:**

1. The GSA provider shall be responsible for screening for Pathway services. However, the STRTP is also expected to provide ongoing assessment of treatment needs.
2. Screening for Pathways to Well-Being shall mirror the timelines of Child and Adolescent Needs and Strengths Integrated Practice, (CANS-IP) and Pediatric Symptom Checklist-35, (PSC-35) and shall be completed for all children at intake, every six (6) months, or when a trigger event has occurred.
3. Upon meeting criteria for Pathway services, the GSA Intensive Care Coordinator and contractor shall initiate a Child and Family Team Meeting that will establish an individualized plan that may include the provision of IHBS and/or TFC services, as well as other SMHS.

**9. CONTINUUM OF CARE DOCUMENTATION STANDARDS**

Contractor shall ensure that all charts meet DHCS STRTP Regulations, including but not limited to:

**A. A Mental Health Assessment shall be completed and signed within one (1) business day of youth's arrival to STRTP.**

1. In the event the Mental Health Assessment has been completed by the KernBHRS Continuum of Care Reform Foster Youth Engagement Team within the sixty (60) days prior to youth's admission in the STRTP, this Assessment may be utilized by the STRTP.
2. If STRTP chooses to utilize the existing Assessment, STRTP is solely responsible to ensure it includes all the criteria needed to meet Mental Health Program Approval compliance and complete an addendum documenting the acceptance of the existing assessment.

**B. An Admission Statement shall be completed by the HOS within one (1) business Day of arrival at STRTP.**

**C. The Interdisciplinary Treatment Plan shall be completed within two (2) business days of arrival at the STRTP and shall minimally be reviewed and updated every thirty (30) calendar days.**

1. The Plan must document goals, objectives, and the estimated length of stay.

**D. A Clinical Review must be completed/documented every ninety (90) days between mental health program staff and the HOS, to discuss diagnosis, progress in treatment, treatment planning and confirming the continued need for STRTP or transition.**

**E. An STRTP Transition Plan must be completed prior to discharge with a copy provided to the legal guardian or family that youth is being transitioned to.**

**F. Contractor shall strive to ensure that youth receive daily specialty mental health services, and, in the event, this does not occur, the STRTP Daily Mental Health Progress Note shall be completed.**

1. The STRTP shall utilize the Daily Mental Health Progress Note Template in the body of a client non-billable service procedure note.

## 10. DOCUMENTATION STANDARDS

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. Contractor shall ensure that all charts meet audit technical compliance with department standards

**A.** Contractor shall include the following seven (7) domains and ensure that all components below are documented in the Mental Health Assessment in the Electronic Health Record:

1. Domain 1: Presenting Problem, Current Mental Status, History of Presenting Problem(s), Beneficiary- Identified Impairment(s). The beneficiary's chief complaint, history of presenting problem(s), including current level of functioning; If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports. Current MSE.

2. Domain 2: Trauma. History of trauma experience, witness or been exposed to that is currently or has impacted the beneficiary and need to be addressed in treatment. If any trauma scales are used, scores or clinical data can be documented here.

3. Domain 3: Behavioral Health History, Co-occurring Substance Use. Previous treatment, including with other providers; therapeutic modality (e.g., medications, psychosocial treatments) and response; and inpatient admissions. Relevant family history and current family information. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter drugs, and illicit drugs.

4. Domain 4: Medical History, Current Medication, Co-occurring Conditions (other than substance use). Relevant physical health condition(s) reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. If possible, include other medical information from medical records or relevant consultation reports. Information about medication the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medication, and documentation of an informed consent for medication.

5. Domain 5: Social and Life Circumstances, Culture/Religion/Spirituality. Aspects that affect the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors.

6. Domain 6: Strengths, Risk Behaviors, and Protective Factors. Documentation of the beneficiary's strengths in achieving treatment goals. Situations that present a risk to the beneficiary and/or others, including past or present trauma; Documentation of protective factors.

7. Domain 7: Clinical Summary and Recommendations, Diagnostic Impression, Medical Necessity Determination/Level of Care/Access Criteria. Documentation if client meets criteria for services, the complete diagnosis from the most current Diagnostic and Statistical Manual of Mental Disorders (DSM), or a diagnosis code from the most current International Classification of Diseases (ICD) shall be documented, consistent with the presenting problems, history, mental status examination

and/or other clinical data; and additional clarifying formulation information, as needed. Clinician needs to document the appropriate level of care, recommended treatment and clinical interpretation of evaluation.

**B. Informed Consents** are required to be signed by parent, legal guardian or submission of a court order and contained in the medical record and consist of:

1. Consent to Treat
2. Consent to Release/Exchange Information (for dependents only through court order)
3. Consent for Medications

a. Contractor shall be required to work with DHS or Probation and GSA provider's ICC Coordinator to obtain a JV 220 – Application for Psychotropic Medication and a JV 223 court order and retain a written medication consent form signed by the client and doctor agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. See Policy 5.2.1 attachment for initial and renewal of JV 220/223.

b. Although caretaker or probation officer/social worker may not authorize consent for medication, doctors will document in the KernBHRS electronic health record that psychoeducation regarding prescribed medications and possible side effects was delivered to the caretaker and/or placement agency.

**C.** Contractor shall ensure that all components below are documented in the treatment plans. Interdisciplinary Treatment Plans must be individualized for each client's needs.

1. The client's Interdisciplinary Treatment Plan must contain the following elements:
  - a. Specific, observable, and/or specific quantifiable goals/treatment objectives.
  - b. The proposed type(s) of intervention / modality.
  - c. Interventions that focus and address the identified problem areas as a result of the mental disorder.
  - d. Interventions consistent with client plan goal(s)/treatment objective(s).
  - e. The Anticipated Length of stay
  - f. Legible documentation.
2. The client's Interdisciplinary Treatment Plan must be signed and dated by an LPHA.
3. The client's Interdisciplinary Treatment Plan is used to establish services and provided under the direction of an approved category of staff. If the signing staff is not of the approved categories, one (1) of the following must sign and date:

- a. A Physician
- b. A Licensed/Waivered Psychologist
- c. A Licensed/Registered/Waivered Social Worker
- d. A Licensed/Registered/Waivered Marriage and Family Therapist
- e. Licensed/Registered/Waivered Professional Clinical Counselor
- f. A Registered Nurse
- g. A Certified Psychiatric Nurse Practitioner

4. The Interdisciplinary Treatment Plan must document the client's degree of participation and agreement with the plan as evidenced by one (1) of the following:

- a. Reference to the client's participation and agreement with the treatment plan; or
- b. The client's signature and date, and the client's caretaker or social worker/probation officer's signature and date on the treatment plan; or
- c. A description of the client's participation and agreement in the medical record.

5. The client's signature and date, as well as the signature of the client's caretaker or social worker and date, are required on the Interdisciplinary Treatment Plan. When the signatures of the client and the client's caretaker cannot be obtained, the client plan shall include a written explanation of why the signatures cannot be obtained.

6. Contractor shall work with GSA provider's Intensive Care Coordinator to ensure that services are coordinated.

**D.** Progress Notes shall be a narrative describing the services and how the services provided addressed the client's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors). Items that shall be contained in the client's record related to the beneficiary's progress in treatment include:

- 1. Timely documentation of relevant aspects of client care, including documentation of Problem List.
- 2. Documentation of client encounters, including relevant clinical decisions, when decisions are made, alternative approaches for future interventions.
- 3. Interventions applied, client's participation in the interventions and location of the interventions.
- 4. Documentation of referrals to community resources and other agencies, when applicable.
- 5. Documentation of follow-up care, or as appropriate, a transition plan.
- 6. The date the services were provided to the client.

7. The duration of the service, including travel and documentation time.
8. Current Procedural Terminology (CPT) or HealthCare Common Procedure Coding System (HCPCS) Code and ICD 10 code.
9. A typed or legibly printed name, signature (or electronic equivalent) of the person providing the service, the person's type of professional degree, licensure or job title; and date of signature.
10. Contractor is advised any documentation that is determined to not meet department documentation standards shall be subject to disallowance. This would include but may not be limited to progress notes that do not address the client's presenting problems or notes that do not document the clinician provided a specialty mental health service.

## **11. VIDEO AND AUDIO RECORDING OF CLIENTS**

If video recording is utilized, Contractor shall only utilize in hallways or common areas given the following restrictions:

- A.** Footage review and viewing shall be restricted to staff operating the facility.
- B.** Any third-party request, including from law enforcement, to review the footage shall be accompanied by a court order (i.e. subpoena, search warrant)
- C.** Upon receipt of court order, any images or audio footage not pertaining to the third-party request shall be redacted prior to release.
- D.** Should a child runaway, and there is a safety concern, staff may provide law enforcement with a picture or physical description of youth and may release youth's name but shall not release video or audio footage.

## **12. DOCUMENTATION AND THE ELECTRONIC MEDICAL RECORD**

The KernBHRS electronic health record supports the various reporting requirements of the Department. It includes the 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 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. Technology Requirements**

1. Contractor shall participate in Information Technology System (ITS), including, but not limited to, the KernBHRS electronic health record. Contractor shall report to County, all programs, clients, staff and other data and information about Contractor's services as required by Director, or Director's designee. Information to be entered into the KernBHRS electronic health record shall include, but is not limited to: Client Information, Program Assignment, Uniform Method of Determining Ability to

Pay (UMDAP) / Financial Review, Third-Party Insurance, Diagnostic Document, Coordinated Care Consent, Release of Information Authorizations. Client data should only be entered into the KernBHRS electronic health record if the client has requested services.

## 2. Direct Data Entry

Contractor shall enter service-related information directly into the KernBHRS electronic health record. Such information shall include but is not limited to Procedure Code, duration, place of service, etc. For those services requiring a Progress Note, the service is entered as part of the note.

### **B. Frequency of Documentation**

Progress notes shall be documented at the frequency by type of service indicated below:

#### 1. For every service contact:

- a. Mental Health Service
- b. Crisis Intervention
- c. Targeted Case Management

#### 2. Additionally:

##### a. All entries in the beneficiary record shall include:

1. The type of service rendered
2. A narrative describing the service and how the service addressed the beneficiary's behavioral health need.
3. The date the service was provided.
4. Duration of the service, including travel and documentation time.
5. Location of the beneficiary at the time of receiving the service.
6. A typed or legibly printed name, signature (or electronic equivalent) of the service provider, the person's type of professional degree, licensure or job title, and the date of the signature.
7. The date the documentation was entered in the beneficiary's record.
8. Current Procedural Terminology (CPT) or HealthCare Common Procedure Coding System (HCPCS) Code and ICD 10 code.
9. Next steps including, but not limited to, planned actions steps by the provider or by the beneficiary, collaboration with the beneficiary, with other provider(s) and any update to the problem list as appropriate.

### **C. Timeliness of Documentation of Progress Notes**

Contractor is responsible for compliance with medical record standards as defined by County and DHCS. All clinical service documentation shall be completed and entered into the electronic health record on the same day that the mental health treatment service(s) was provided. Progress note(s) shall be signed and dated by the direct service program staff member(s) who provided the service.

1. Documentation of crisis services will be completed in the electronic health record one (1) calendar day from the time of service per DHCS BHIN 23-068.
2. Documentation of services will be completed in the electronic health record within one (1) business day of service delivery.
3. Documentation later than seventy-two (72) hours shall require HOS approval and upon request from CSOC Administrator may require a plan of correction.
4. Contractor is advised any documentation that is not entered into the electronic record in accordance with these timeliness of documentation standards is subject to disallowance.

#### **D. Completeness of the Documentation**

Contractor shall ensure the case record includes the following individual information:

1. Telephone number(s)
  - a. Address
  - b. Designated "Intensive Care Coordinator" (ICC)/Assigned Staff
  - c. Financial data updated on a monthly basis including Medi-Cal eligibility, other health insurance coverage, etc.
  - d. Individual's Legal Guardian, DHS social worker/ probation officer
  - e. Individual's school

### **13. SITES AND HOURS**

#### **A. Location of Service**

1. All locations must be Medi-Cal certified by the Department to deliver Specialty Mental Health Services.
2. Contractor shall take steps necessary to maintain State Department of Health Care Services (DHCS) certifications and/or licensure of the site(s) at which services are provided or may be provided.
3. All of Contractor's sites where contracted services are provided must be certified in accordance with Medi-Cal regulations and the Americans with Disabilities Act (ADA). If a site is not Medi-Cal certified, or if the renewal is delinquent, the Department will not bill Medi-Cal, or forward payments to Contractor, until site certification is obtained.

4. The space owned leased or operated by the contractor and used for services or staff shall meet local fire codes. Official fire clearance must take place prior to service provision and shall be renewed annually.
5. Contractor's site(s) must be appropriate in size and configuration to provide sufficient space for staff and records, and to ensure compliance with privacy and security requirements established by federal and state regulations. All locations must be certified to deliver Specialty Mental Health Services.
6. The physical plant of any site owned, leased, or operated by contractor and used for services or staff shall be clean, sanitary, and in good repair.
7. The contractor shall establish and implement maintenance policies for any site to ensure the safety and well-being of clients and staff.
8. Contractor shall seek approval from the Children's System of Care Administrator for any potential or planned changes to service locations at least sixty (60) days prior to move occurring. Failure to do so may delay the ability for Medi-Cal site certification to occur and subsequent services being eligible for claiming.

#### **B. Hours of Service**

1. Contractor shall provide services at times that meet the needs of the individual and specific regulations and requirements of specific funding sources. Behavioral Health staff shall be available to provide services 24/7 as described in Medi-Cal regulation.
2. Contractor shall post, in English and Spanish, available business hours and how to access urgent services after regular business hours.
3. The contractor ensures specialty mental health services are available to treat beneficiaries who require services for an emergency or urgent condition 24/7. "Emergent condition" means it must be responded to immediately. "Urgent condition" means a situation experienced by a beneficiary that, without timely intervention within twenty-four (24) hours, is highly likely to result in an immediate emergency psychiatric condition.
4. Services Offered after hours will be available to clients 24/7 and LPHA shall be on call at all times to respond to the clinical needs of each client.

### **14. STAFFING**

- A.** Contractor shall ensure staffing ratio in compliance with Interim STRTP Mental Health Program Approval and Medi-Cal Certification Protocol.
- B.** The contractor's HOS for each site/satellite must be a full-time on-site (i.e., 40 hrs. per week) licensed mental health professional and contractor shall submit HOS schedule to the Continuum of Care Reform (CCR) supervisor on the first of each month.
- C.** On-site staffing of a 40-hour HOS at all times is a mandate of the Mental Health Program Approval and is required to claim services under this contract.

1. Should STRTP not meet the standards of having a HOS that meet requirements, claiming of SMHS will be suspended immediately.

2. Should STRTP be out of compliance with contract standards, no new youth shall be admitted to program and the Contractor shall send a joint email to DHCS, CCL, Kern DHS, Kern Probation and KernBHRS to notify on the status of the STRTP Head of Service requirement within 72 hours.

**D.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services which require a license, waiver, or registration consistent with WIC Section 5751.2 and California Code of Regulations Title 9 Section 1840.314(d).

**E.** Contractor shall have sufficient staff to claim Federal Financial Participation (FFP) for the services delivered to Medi-Cal beneficiaries as described in California Code of Regulations Title 9 Section 1840.344 through 1840.358 as appropriate and applicable.

**F.** During regular business hours, 8:00 a.m. through 5:00 p.m., any psychiatric needs shall be supported by coordination with the GSA provider.

**G.** The contractor shall demonstrate that its providers are credentialed as required by 42 C.F.R., 438.214.

**H.** Contractor shall submit proof of licensing for current staff as required by County.

**I.** Contractor shall ensure all staff providing services have been fingerprinted and have a satisfactory completion of a criminal history background check through the Department of Justice.

**J.** Contractor shall complete a monthly review of the United States Department of Health and Human Services, Office of the Inspector General's List of Excluded Individuals/Entities (LEIE), the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider list, and the General Services Administration System for Award Management Excluded Parties List System (SAM-EPLS) and provide affirmation of these reviews at the frequency requested by the Children's Administrator, or designee.

**K.** Contractor understands that it must comply with the National Provider Identification (NPI) system and will provide to the Department NPI numbers for all staff providing direct health care or clinical services.

## **15. COUNTY STANDARDS/POLICIES AND PROCEDURES**

The following standards have been developed by Department and are required as a part of this agreement:

**A.** Contractor shall ensure the Client Financial Review form has been completed and that the accurate foster care aid code is reflected in the EMR.

**B.** Contractor shall follow Department's policies and procedures relating to the transfer/coordination of services of a beneficiary to a GSA treatment provider within Kern County. This includes maintaining service responsibility for a beneficiary until such time as the individual is successfully linked with a new treatment provider. Primary to the success of family, the STRTP will identify at intake the GSA provider that they will coordinate youth's treatment with throughout duration of stay in STRTP and when transitioning services to family or long-term placement when step down occurs.

**C.** Contractor shall close charts for individuals within thirty (30) days following completion of transitional services.

**D.** Contractor staff shall sign an oath of confidentiality and code of ethics and make available to County when requested.

**E.** Contractor shall participate in evaluation projects when requested by County.

**F.** Contractor shall demonstrate the use of evidence-based practices and outcomes to measure the effectiveness of treatment, client's satisfaction and overall program.

**G.** Contractor staff shall attend Daily Treatment Focus (DTF) meeting(s) when beneficiaries are hospitalized to participate in care and/or discharge planning.

**H.** County shall provide contractor with access to all applicable policies and procedures through the Intranet site known as SharePoint. Contractor will be expected to review SharePoint on a regular basis.

**I.** Contractor staff working under, or funded in part or whole by, this agreement shall receive a minimum of six (6) hours of cultural competency training on an annual basis.

**J.** Contractor shall report a death or serious incident involving a beneficiary to the designated KernBHRS Administrator, via the Unusual Occurrence Report App, immediately (i.e. within 24 hours).

**K.** In cases where there has been death or serious injury, the HOS shall additionally complete and submit the Adverse Event Summary Form to the KernBHRS Administrator, within 24 hours. Contractor's report shall be reviewed by the Department's Morbidity/Mortality (M/M) Committee.

**L.** Contractor shall provide an EPSDT brochure to all Medi-Cal beneficiaries under twenty-one (21) years of age, and their caretaker in the following circumstances:

1. When providing a welcoming packet at initial contact.
2. When youth are at risk of losing placement.
3. Upon discharge from hospitalization.

## **16. PERFORMANCE STANDARDS**

County has established the following measures to monitor clinical performance. Clinical documentation in the medical record is used to create reports each quarter. When these reports indicate a need for improvement, the contractor shall be required to submit a plan of correction.

**A.** As contact with family or long-term placement (if not family) is approved by DHS, a minimum of two (2) family therapy services shall occur monthly.

**B.** All charts for clients shall be closed within thirty (30) days of the successful completion of transitional services to the GSA provider.

**C.** Pathways to Well-Being (Katie A) service delivery standards:

1. All referrals of Subclass members received through SMART committee, and determined to meet medical necessity, shall receive an initial Intensive Care Coordination (ICC) service (CFT Meeting) within thirty (30) days, which shall be attended by STRTP mental health staff.
2. Additionally, all Subclass youth shall receive an ICC service no less than one (1) time every forty-five (45) days, which shall be attended by STRTP mental health staff. STRTP shall initiate with ICC Coordinator.
3. Contractor shall coordinate with GSA provider to ensure provision of IHBS.
  - a. IHBS are meant to be an intensive service for all youth that are eligible for this service and generally should be provided more than one (1) time per week.
  - b. Subclass and Target Population youth that receive IHBS are expected to receive the service no less than one (1) time per week at onset and provider shall demonstrate engagement efforts, documented in the KernBHRS electronic health record to retain youth in consistent IHBS.
  - c. All engagement efforts are to be documented in the KernBHRS electronic health record.
4. All Subclass eligible youth shall be opened to the Katie A - ICC/IHBS Special Population Type -in the KernBHRS electronic health record prior to receiving ICC or IHBS.
5. All Target Population youth shall be opened to the ICC/IHBS Special Population Type in the KernBHRS electronic health record prior to receiving ICC or IHBS.

## **17. UTILIZATION MANAGEMENT MEASURES**

The following standards will be established under the terms of this agreement to measure efficiency and effectiveness of the contractor:

**A. Authorization.** Prior to rendering any specialized mental health services contractor shall ensure that youth meets medical necessity and that they have received a copy of the Mental Health Level of Care Certification signed by CSOC Administrator or designee. It is the responsibility of the Contractor to ensure that certification has occurred. County will not reimburse services provided outside of a child's Mental Health Level of Care Certification. Provisions for an emergency admission may be made that would include a mental health assessment within 24 hours, and a CFT within thirty (30) days;

1. In order for a youth to be admitted into an STRTP, youth must have a Qualified Individual (QI) Assessment prior to admission, except in cases that are deemed emergency by placing agency. STRTP shall notify CCR Supervisor on the day that emergency placement occurs. Should a youth move or transition from one STRTP to another they are required to have a new QI Assessment and will notify placement agency and CCR supervisor.

**B. Access.** From date of admission, services will commence immediately.

1. Should youth experience disruption in level of care (e.g. hospitalization, CCRP, runaway behavior) STRTP shall facilitate urgent follow up by LPHA within one (1) day of return.
2. Contractor shall be expected to track date of admission; date of first service; number of clients who have been hospitalized or ran away; date of exit from the program; and plan for transitional services and/or transitional services currently taking place for all youth served.

### **C. Reporting.**

1. Tracking Report: On a monthly basis, Contractor shall submit a STRTP Tracking report, utilizing County's approved form (see Exhibit A – 1), with information that shall include, but may not be limited to: date of admission, date of first service; number of clients who have been hospitalized or ran away; date of exit from the program.

2. Additional notifications shall be sent via email to [CSOCSTRTP@KernBHRS.org](mailto:CSOCSTRTP@KernBHRS.org):

- a. On the date of admission, when a new youth is accepted;
- b. On the date of exit of each youth
- c. When issuing a 14-day notice to placing agency

### **D. Contract Quarterly Monitoring.**

The Contract Monitoring Log will be provided to contractor after each fiscal year quarter and a plan of correction for all standards that have not been met will be required. Standards that will be measured include, but are not limited to, the following:

1. Number of youth that exited home that were stepped down to a lower level of care vs. those who had an adverse outcome.
2. For youth that are placed in STRTP, the length of stay shall not be expected to exceed 9 months.
3. 100% of all documentation shall be final approved within one (1) day.

## **18. REQUIRED MEETINGS AND TRAINING**

To maintain efficient and effective communication between the Department and contractors, the Department mandates contractor to attend the following meetings and trainings under the terms of this Agreement:

**A.** Chief Executive Officers (CEO) meeting convened by the Behavioral Health and Recovery Services Director.

**B.** STRTP Monthly Provider meeting.

**C.** Quarterly Quality Improvement Division (QQID) meeting convened by the Department's Quality Improvement Division.

**D.** Interdisciplinary Team (IDT) meetings for the continuum of care of beneficiaries that are hospitalized.

**E.** Completion of all assigned Relias Trainings deemed necessary by System of Care Administrator, or designee when appropriate or assigned through Relias

1. Prior to being given access and training in the KernBHRS electronic health record, Contractor's staff must complete Confidentiality and HIPAA Privacy and Security training.

**F. Transition to Independence Process (TIP) Training**

**G. Crisis Prevention Institute (CPI) – Verbal Intervention**

**H. ZERO SUICIDE** - 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.”

1. KernBHRS is dedicated to eradicating suicide through the Zero Suicide Model, which is evidence-based and is comprised with seven elements; Lead, Train, Identify, Engage, Treat, Transition and Improve the lives of all clients. All STRTP mental health staff will be trained in this model and will fulfill their respective roles in accordance with the Zero Suicide Protocol for Suicide Safe Care.

a. Every youth in a STRTP shall receive the C-SSRS screener at minimum two (2) times per week.

b. If youth screen at risk, youth shall be placed on the Positive Action Toward Hope and Healing (PATHH).

**19. CLINICAL OUTCOME MEASURES**

**A.** Within ninety (90) days of contract execution, contractor will provide a Plan Do Study Act (PDSA), a continuous quality improvement effort to address how to reduce the following behaviors:

1. Utilization of Crisis Services

2. Frequent Runaway

3. Substance abuse

a. When significant patterns of above behaviors are identified as elevated the STRTP shall be required to submit a Plan of Correction which shall implement a clinical plan to address and reduce behaviors and correct underlying approach of the STRTP Milieu.

b. The Milieu of the STRTP and the provision of a structured and safe environment that supports appropriate interaction in daily activity within the community setting is vital to the success of youth under the care of the STRTP.

**B.** Contractor shall submit the STRTP Tracking Report (Exhibit A – 1), on a monthly basis within five (5) days following the end of the month being reported. Report shall be sent to the CSOC Administrator and to the CCR supervisor.

**C.** As transitions plans are developed for each youth served, contractor shall also demonstrate success of the transition plan by:

1. Active participation in CFTs (initial and on-going) to identify supports for the youth and family

2. Step down to a lower level of care

3. Coordinated services that begin at intake with the GSA provider and continue as youth are transitioned to long-term placement.

**D. Child and Adolescent Needs and Strengths Integrated Practice (CANS-IP) and Comprehensive Assessment and Pediatric Symptom Checklist-35 (PSC -35).**

1. Contractor shall designate LPHA from each site to be trained and certified in CANS-IP.

a. Contractor will ensure CANS-IP and PSC-35 are completed by GSA contractor every six (6) months for Kern County youth.

2. Per State instructions, contractor shall ensure CANS-IP and PSC-35 are completed at time of assessment, every six (6) months, when a trigger event occurs and upon discharge for all presumptive transfer youth.

a. Once initial CANS-IP is completed, GSA provider will take responsibility for completion of any follow-up CANS-IP required.

b. CANS-IP shall be administered within the timeframes indicated for all youth starting at age six (6) through age twenty (20).

c. PSC-35 shall be administered within the timeframes indicated for all youth starting at age three (3) through age eighteen (18).

d. CANS-IP and PSC-35 reassessments should be completed anytime between four (4) and six (6) months and should not be completed earlier than four (4) months or later than six (6) months from the date the previous CANS-IP and/or PSC-35 was completed.

e. A plan of correction shall be required for any assignment in which the CANS-IP and/or PSC-35 reassessments were not completed within the six (6) month mark.

f. Any client assignment in which the CANS-IP and/or PSC-35 reassessments were not completed within the required timeframe will require completion of an Administrative Close CANS-IP and/or PSC-35 assessment.

1. In the event treatment is continuing, a new Initial CANS-IP shall be completed the following day.

g. In accordance with the integrated practice model and under Information Notice (IN) 18-029, Provider shall share CANS-IP assessments with child's social worker/probation officer to be utilized in the CFTM for cross system coordination that supports each family's needs.

1. Contractor shall ensure that any substance use disorder (SUD) items referenced in CANS-IP are redacted prior to sharing of CANS-IP, unless there is a specific court order allowing for the release of substance abuse information.

2. As clinically appropriate, Contractor may share SUD-specific information upon obtaining the necessary authorization/court order

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## EXHIBIT A – 1 STRTP TRACKING REPORT

<b>Provider:</b> <a href="#">Click to enter name</a>				<b>Report Month &amp; Year:</b> <a href="#">Click here to enter Month &amp; Year</a>				<b>EFFECTIVE WITH EXECUTION OF CONTRACT, ALL STRTP'S ARE REQUIRED TO SUBMIT MONTHLY TRACKING REPORT</b> Please submit report to <a href="mailto:CSOCSTRTP@kembhrs.org">CSOCSTRTP@kembhrs.org</a>  <input type="checkbox"/> Check box if no youth were admitted during month of report. <input type="checkbox"/> Check box if no youth exited during month of report.							
<b>Facility Address:</b> <a href="#">Click to enter address</a>															
<b>Program Manager:</b> <a href="#">Click to enter name</a>															
<b>Phone Number:</b> <a href="#">Click to enter phone number</a>															
<b>Email:</b> <a href="#">Click to enter email address</a>															
CLIENT NAME	CLIENT DATE OF BIRTH	ELECTRONIC HEALTH RECORD NUMBER	DATE OF ADMISSION	PRESUMPTIVE TRANSFER YES/NO	DATE JV223 RECEIVED	COUNTY OF ORIGIN	DATE OF 1 <sup>ST</sup> SERVICE	PROVIDER	PEC or HOSPITALIZED (if YES, enter date; if NO, leave blank)	DATE OF RETURN from HOSPITALIZATION	if YES in column 11, date of 1 <sup>st</sup> service by an LPHA upon return	RUNAWAY (# of times)	NUMBER of UOR's	DATE OF EXIT FROM STRTP (leave blank if N/A)	STEP DOWN TO
	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Yes or No	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Choose an item.	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>			<a href="#">Click to enter date.</a>	Choose an item.
	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Yes or No	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Choose an item.	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>			<a href="#">Click to enter date.</a>	Choose an item.
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	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Yes or No	<a href="#">Click to enter date.</a>		<a href="#">Click to enter date.</a>	Choose an item.	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>	<a href="#">Click to enter date.</a>			<a href="#">Click to enter date.</a>	Choose an item.

**Note:** Document is subject to change and provided for example purposes only.

**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)**

**SPECIALTY MENTAL HEALTH SERVICES FOR FEMALES  
IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

**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.

**B.** The Department requires a full continuum of mental health services for children and adolescents of diverse ethnic, racial and social backgrounds residing in Short-Term Residential Therapeutic Programs (STRTPs) in Kern County.

**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, 20XX**, and shall remain in effect through **June 30, 20XX**, 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. To be developed during contract negotiations.**

#### **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 MHSA), 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](mailto:CulturalCompetence@KernBHRS.org).

**B.** Contractor must submit its agency's Bilingual Quarterly Report prior to the fifteenth (15<sup>th</sup>) 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](mailto: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..

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.

## **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, MA, LCSW, Director

By: \_\_\_\_\_  
Chairman

**APPROVED AS TO FORM:**  
Office of the County Counsel

**CONTRACTOR**

By: \_\_\_\_\_  
\_\_\_\_\_, Deputy

By: \_\_\_\_\_  
**Signature Person, Title**  
**“Contractor”**

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

**(COUNTY OF KERN – CONTRACTOR NAME)**

**SPECIALTY MENTAL HEALTH SERVICES FOR FEMALES  
IN A SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM**

**CONTRACT EXHIBITS**

**Applicable Contract Exhibits will be discussed and added to the contract during contract negotiations.**

# **SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM (STRTP)**

## **Interim STRTP Regulations (Version II)**

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## **§ Section 1. Application of Chapter**

These regulations shall apply to mental health programs operated by STRTPs.

STRTPs are licensed by California Department of Social Services pursuant to California Health and Safety Code Section 1562.01.

## **§ Section 2. Definitions and Terms**

A. Meaning of words. A word or phrase shall have its usual meaning unless the context or a definition clearly indicates a different meaning. Words and phrases used in their present tense include the future tense. Words and phrases in the singular form include the plural form. Use of the word “shall” denotes mandatory conduct and “may” denotes permissive conduct.

B. “Administrator” means the individual who holds an administrator’s certificate issued by the Department of Social Services pursuant to Section 1522.41 of the Health and Safety Code.

C. “Applicant” means any firm, association, corporation, county, city, public agency or other entity that has submitted an application for an initial STRTP mental health program approval.

D. “Approval holder” means the, firm, association, corporation, county, city, public agency or other entity that has an approved STRTP mental health program documented by a certificate issued to them by the Department or delegate.

E. “Approval task” means the processes of approving or denying an application submitted by an applicant, oversight, annual renewal, imposing sanctions, revocation, notice and review, and all other duties necessary to carry out the delegate responsibilities identified in Welfare and Institutions Code 4096.5 and these regulations. The approval task shall include an initial onsite inspection, investigation of complaints, annual onsite inspections, ongoing verification that the STRTP continues to meet the requirements set forth in these regulations, and imposition of sanctions (excluding imposition of monetary penalties) or revocation of approval if the STRTP does not meet the requirements set forth in these regulations.

F. “Arrival” means the point in time when the child physically enters the STRTP.

G. “Authorized Legal Representative” means any person or entity authorized by law to act on behalf of the child.

H. “Child” means an individual under the age of 21. For purposes of these regulations, any reference to child shall also include youth and non-minor dependents.

I. “Client record” means the documents related to the child’s admission, treatment, and transition determination in the STRTP, including assessments, treatment plan, STRTP mental health program progress notes, and clinical reviews reflecting the services the STRTP provides to the child.

J. “Delegate” means a county Mental Health Plan to which the Department has delegated the approval task. References to the “Department or delegate” shall mean the delegate when the STRTP is located in a county that has accepted delegation.

K. “Department” means the State Department of Health Care Services. References to the “Department or delegate” shall mean the Department when the STRTP is located in a county that has not accepted delegation of the approval task or when the STRTP is county owned and operated.

L. "Full-time equivalent" means one individual employed a minimum of forty (40) hours per week or a combination of employees who each do not work full-time, but in combination work a total of at least forty hours per week.

M. "Half-time equivalent" means one individual employed a minimum of twenty (20) hours per week or a combination of employees who each do not work half-time, but in combination work a total of at least twenty hours per week.

N. "Head of Service" means a person who oversees and implements the STRTP mental health program.

O. "Licensed Clinical Social Worker" means a licensed clinical social worker within the meaning of subdivision (a) of Section 4996 of the Business and Professions Code.

P. "Licensed Marriage and Family Therapist" means a licensed marriage and family therapist within the meaning of subdivision (b) of Section 4980 of the Business and Professions Code.

Q. "Licensed Mental Health Professional" means a physician licensed under Section 2050 of the Business and Professions Code, a licensed psychologist within the meaning of subdivision (a) of Section 2902 of the Business and Professions Code, a licensed clinical social worker within the meaning of subdivision (a) of Section 4996 of the Business and Professions Code, a licensed marriage and family therapist within the meaning of subdivision (b) of Section 4980 of the Business and Professions Code, or a licensed professional clinical counselor within the meaning of subdivision (e) of Section 4999.12. For purposes of these regulations, licensed mental health professionals shall have a minimum of one year of professional experience in a mental health setting.

R. "Licensed Professional Clinical Counselor" means a licensed professional clinical counselor within the meaning of subdivision (e) of Section 4999.12.

S. "Mental Health Plan" means individual counties or counties acting jointly pursuant to Welfare and Institutions Code section 14712.

T. "Placing Agency" has the same meaning as "placement agency" in subdivision (a) of Section 1536.1 of the Health and Safety Code.

U. "Physician" means a physician licensed under Section 2050 of the Business and Professions Code.

V. "Psychiatrist" means a physician licensed under Section 2050 of the Business and Professions Code who can show evidence of having completed the required course of graduate psychiatric education as specified by the American Board of Psychiatry and Neurology in a program of training accredited by the Accreditation Council for Graduate Medical Education, the American Medical Association, or the American Osteopathic Association.

W. "Psychologist" means a licensed psychologist within the meaning of subdivision (a) of Section 2902 of the Business and Professions Code.

X. "Psychotropic Medication" means those medications administered for the purpose of affecting the central nervous system to treat psychiatric disorders or illnesses. These medications include, but are not limited to, anxiolytic agents, antidepressants, mood stabilizers, antipsychotic medications, anti-Parkinson agents, hypnotics, medications for dementia, and psychostimulants.

Y. "STRTP" means a short-term residential therapeutic program as defined in Section 1502, subdivision (a)(18) of the Health and Safety Code.

Z. "STRTP Licensing Standards" means the standards and/or regulations adopted by the California Department of Social Services governing the licensing of STRTPs.

AA. "STRTP mental health program progress notes" are written notes in the client record of a child's condition and the child's participation and response to mental health treatment provided by the STRTP.

BB. "STRTP mental health program staff" means employees or contractors of the STRTP whose duties include but are not limited to the mental health treatment of the children admitted to the STRTP. A member of the STRTP mental health program staff must be one of the following: physician, psychologist, or psychologist that has received a waiver pursuant to Welfare and Institutions Code Section 5751.2, licensed clinical social worker or registered professional pursuant to Welfare and Institutions Code Section 5751.2, marriage, family and child therapist or registered professional pursuant to Welfare and Institutions Code Section 5751.2, registered nurse, licensed professional clinical counselor or registered professional pursuant to Welfare and Institutions Code Section 5751.2, licensed vocational nurse, psychiatric technician, occupational therapist, or mental health rehabilitation specialist as defined in section 630 of Title 9 of the California Code of Regulations."

CC. "STRTP mental health program statement" means written policies, procedures, and documentation describing the manner in which the STRTP shall provide medically necessary mental health treatment services to children in accordance with these regulations.

DD. "Trauma" the result of an event, series of events, or set of circumstances that is experienced by the child as physically or emotionally harmful or threatening and that is expected to have adverse effects on the child's functioning and physical, social, emotional, or spiritual well-being.

EE. "Treatment Plan" means the written plan of all therapeutic, behavioral, and other interventions that are to be provided to the child during the child's stay in the STRTP, and that are necessary to achieve the desired outcomes or goals for the child.

FF. "Under the direction of" means that the individual directing service is acting as a clinical team leader, providing direct or functional supervision of service delivery, or review, approval signing treatment plans. An individual directing a service is not required to be physically present at the service site to exercise direction.

GG. "Waivered/Registered Professional" means:

1. For a psychologist candidate, "waivered" means an individual who either (1) is gaining the experience required for licensure or (2) was recruited for employment from outside California, has sufficient experience to gain admission to a licensing examination, and has been granted a professional licensing waiver approved by the Department to the extent authorized under state law.

2. For a social worker candidate, a marriage and family therapist candidate or professional clinical counselor candidate, "registered" means a candidate for licensure who is registered with the corresponding state licensing authority for the purpose of acquiring the experience required for licensure, in accordance with applicable statutes and regulations, and "waivered" means a candidate who was recruited for employment from outside California, whose experience is

sufficient to gain admission to the appropriate licensing examination and who has been granted a professional licensing waiver approved by the Department to the extent authorized under state law.

### **§ Section 3. STRTP Mental Health Program Approval Application Content**

To be considered for STRTP Mental Health Program Approval, an applicant shall submit the following:

A. A completed Application for Mental Health Program Approval of the STRTP Mental Health Program DHCS Form 3131, which shall contain:

1. The name or proposed name and address of the STRTP.
2. Name, residence, and mailing address of applicant.

B. A written STRTP mental health program statement and supporting documentation that contains the required information in Section 5.

### **§ Section 4. STRTP Mental Health Program Approval of Separate Premises**

A. A separate STRTP Mental Health Program Approval is required for each STRTP on separate premises. A separate STRTP Mental Health Program Approval is not required for separate residential units on the same lot or adjoining lots, provided that the residential units operate as one program using the same administrator and head of service.

### **§ Section 5. STRTP Mental Health Program Statement**

A. The STRTP shall operate in accordance with a STRTP mental health program statement that is approved by the Department or delegate. The STRTP mental health program statement shall include the following:

1. A description of the STRTP mental health program, including:
  - a. The anticipated length of stay.
  - b. The expected population including age range, gender, demographics, languages, and special needs.
  - c. Each of the mental health treatment services that the applicant will directly provide onsite to admitted children during their stay in the STRTP including any specialty mental health services, as medically necessary.
2. Staffing policies, including:
  - a. Job descriptions for the head of service, licensed mental health professionals, and other STRTP mental health program staff.
  - b. The name of the proposed head of service and documentation evidencing that they are qualified in accordance with these regulations.

- c. A staffing organizational chart, which lists job descriptions, staff-to-child ratios, and professional licenses, if applicable, of the STRTP mental health program staff providing mental health treatment services to children in the STRTP.
  - d. A staff training plan describing STRTP mental health program staff orientation procedures, in-service education requirements, and required continuing education activities to ensure STRTP mental health program staff complies with procedures contained in the STRTP mental health program statement.
  - e. A description and true and correct copy of each agreement, contract, or memorandum of understanding with participating private or public mental health providers.
3. The written, specific, and detailed policies and procedures the STRTP will follow, including policies and procedures for:
- a. Orienting new children to the mental health services available at the STRTP and for meeting the cultural and language needs for children admitted to the STRTP.
  - b. Emergency intervention that includes interventions for children who present an imminent danger for injuring or endangering self or others pursuant to STRTP Licensing Standards and Health and Safety Code, Division 1.5, concerning the “Use of Seclusion and Behavioral Restraints in Facilities.”
  - c. Suicide prevention, which includes at a minimum: suicide risk assessments, safety precautions, visual observation levels, staffing to maintain compliance with visual observation policies, and documentation requirements. The suicide prevention policy shall require constant visual observation of children with passive suicidal ideation.
  - d. Involving the child, parent, conservator, tribal representative, and/or person identified by the court as authorized to make decisions about the child, and child and family team, if applicable, in the child’s treatment and/or transition plan.
  - e. Confidentiality, which shall include privacy protections for information contained in a child’s record and communications between STRTP mental health program staff members and children.
  - f. Complying with the notification requirements in Section 6.
  - g. Complying with the Client record documentation and retention requirements in Section 7.
    - 1. The policies and procedures shall ensure secure client record storage in a locked room or container to protect confidentiality and prevent loss, defacement, tampering or use by unauthorized persons.
  - h. Complying with the Mental Health Assessment requirements in Section 8.
  - i. Complying with the Admission Statement requirements in Section 9.
  - j. Complying with the Treatment Plan requirements in Section 10.

- k. Complying with the STRTP Mental Health Program Progress Notes requirements in Section 11.
- l. Complying with the Medication Assistance, Control and Monitoring requirements in Section 12 and for securing, storing, and administering medication.
- m. Complying with the Mental Health Treatment Services requirement in Section 13, including policies and procedures the STRTP will utilize to make available mental health services that the STRTP does not directly provide. The policies and procedure shall include the STRTP's process to refer children to outside mental health service providers and include the location mental health services will occur and method of transportation for any mental health services provided offsite. True and correct copies of all Medi-Cal certifications to provide Medi-Cal services and any contracts with outside mental health service providers shall be included with the program statement.
- n. Complying with the Clinical Reviews, Collaboration, and Transition Determination requirements in Section 14.
- o. Complying with the Transition Determination Plan requirements in Section 15.
- p. Complying with the Head of Services requirements in Section 16.
- q. Complying with the staff, characteristics, qualifications, duties and adequacy requirements in Section 17.
- r. Complying with the in-service education requirements in in Section 18. (S) Complying with the personnel record requirements in Section 19.
- s. Complying with the documentation and recordkeeping requirements in Sections 26 and 34.

B. The Department or delegate may disapprove a STRTP mental health program statement that does not comply with these regulations or fails to establish a safe, healthy, and/or therapeutic environment for the children admitted to the STRTP.

C. Any changes to the STRTP mental health program statement are subject to Department or delegate approval. The STRTP shall submit any requests for approval of changes to the STRTP mental health program statement in writing, mailed or e-mailed to the Department and delegate sixty (60) calendar days prior to the anticipated date of implementing the change.

## **§ Section 6. Notification to Department and Delegate**

A. The STRTP shall notify the Department and delegate in writing within ten (10) calendar days of changes to its name, location, mailing address, or head of service. If there is a change to the head of service, the notification shall include documentation that the new head of service meets all of the qualifications required for the position.

B. The STRTP shall notify the Department and delegate in writing prior to any increases or decreases in licensed bed capacity.

C. The STRTP shall notify the Department and delegate in writing when the STRTP is no longer certified to provide specialty mental health services pursuant to section 1810.435, subdivision (d) within seventy-two (72) hours from the date the certification expires or is terminated.

## **§ Section 7. Client Record Documentation and Retention**

A. The STRTP shall ensure that each child residing in the STRTP has an accurate and complete client record.

B. The client record shall be confidential and a STRTP shall only disclose the client record if the disclosure is authorized by applicable federal and state privacy laws, including but not limited to, Welfare and Institutions Code section 5328.

C. The client record shall include:

1. Signed informed consent for treatment;
2. Mental health assessment;
3. Admission statement;
4. Treatment Plan;
5. STRTP Mental health program progress notes;
6. Child and Family Team meeting notes;
7. Clinical review report and transition determination;
8. Physician's orders related to mental health care, medication reviews, if applicable, and written informed consent for prescribed medication, pursuant to applicable law;
9. A copy of any available court orders or judgments regarding: physical or legal custody of the child, conservatorship or guardianship of the child, the child's probation, or the child's juvenile court dependency or wardship;
10. Documentation indicating each date and name(s) of individuals or groups of individuals who have participated in the development of the treatment plan, or transition, including, but not limited to, the child, parent, guardian, conservator, tribal representative, child and family team members, and/or authorized representative;
11. A transition determination plan, which meets the requirements of Sections 15 and 16;

D. The STRTP shall retain each client record for a minimum of ten (10) years from the child's transition, or whichever is later. For purposes of this section "audit" refers to any investigation of complaints and unusual occurrences, chart reviews, and financial audits. Audits can be conducted by the state, delegate, or federal agencies. The retention period required in this section shall be extended if the child's treatment is subject to any due process proceeding, including administrative review and litigation until all appeals have been exhausted.

## **§ Section 8. Mental Health Assessment**

A. The STRTP shall ensure that within five (5) calendar days of the child's arrival, the child has a completed and signed mental health assessment.

B. The mental health assessment shall be completed by a licensed mental health professional or waived/registered professional. Other STRTP mental health program staff acting within their scope of practice may assist the licensed mental health professional or waived/registered professional in gathering information required to complete the assessment.

C. The mental health assessment shall address the following:

1. Presenting problem, including the history of the presenting problem(s), family history, and current family information.

a. The presenting problem shall include the reason(s) for the child's referral to the STRTP.

2. A mental status examination.

3. Mental Health History, including previous treatment, inpatient admissions, therapeutic modalities, such as medications and psychosocial treatments, and response. If available, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports.

4. Medical History, including physical health conditions, name and address of current source of medical treatment, prenatal and perinatal events, developmental, and other medical information from medical records or consultation reports.

a. The medical history shall include all present medical condition(s).

5. Medications, including information about medications the child has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment, the absence or presence of allergies or adverse reactions to medications, and documentation of an informed consent for medications.

a. Medication information shall include all medications currently prescribed and dosage.

6. Risks to the child and/or others.

7. Substance Exposure/Substance Use, including past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications), over-the-counter, and illicit drugs.

8. Psychosocial factors and conditions affecting the child's physical and mental health, including living situation, daily activities, social support, sexual orientation, gender identity, cultural and linguistic factors, academics, school enrollment, and employment.

9. History of trauma.

10. Child Strengths, including the child's strengths in achieving needs and services plan goals related to the child's mental health needs, challenges, and functional impairments as a result of the mental health diagnosis.

11. A complete diagnosis shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data.

12. Any additional clarifying information.

D. To satisfy the mental health assessment requirement in subdivision (a), the STRTP may use an existing mental health assessment that was performed within the sixty (60) day period preceding the date of the child's arrival at the STRTP, subject to all of the following requirements:

1. The mental health assessment was conducted or certified by an interagency placement committee, a licensed mental health professional, or waived/registered professional or an otherwise recognized provider of mental health services acting within their scope of practice.

2. A licensed mental health professional or waived/registered professional shall review the prior assessment within five calendar days of the child's arrival at the STRTP program and determine whether to accept the existing mental health assessment or whether conducting a new assessment is more clinically appropriate.

3. As part of the review referenced in paragraph (2) of this subdivision, the licensed mental health professional or waived/registered professional shall sign and complete an addendum documenting their acceptance of the existing assessment. The addendum shall include any available information required in subdivision (c) that was missing from the existing assessment, as well as updated information regarding the child's physical and mental condition at the time of arrival, diagnosis, and reason for referral, before signing and accepting.

E. A mental health assessment that meets the requirements of this section shall be deemed to satisfy assessment documentation requirements for Medi-Cal beneficiaries.

F. In the case of an emergency placement pursuant to Welfare and Institutions Code section 11462.01(h)(3), a licensed mental health professional or waived/registered professional shall make a written determination that the child requires the level of services and supervision provided at the STRTP to meet their behavioral and mental health service needs. The determination shall occur as soon as possible after the child arrives at the STRTP, but no later than 72 hours from the time the child arrives at the facility.

1. The licensed mental health professional or waived/registered professional shall consider and address, in the written determination the following information:

- a. The child's presenting problem, including the history if it is available;
- b. Whether the STRTP meets the specific therapeutic needs of the presenting problem.
- c. The child's prior mental health diagnosis, if any.
- d. The child's current prescription and non-prescription medications, including dosages.
- e. The child's current medical conditions, including any prescribed treatment and medications.
- f. A risk assessment that addresses the child's likelihood of danger to self or others.

- g. Commonality of need with other children at the STRTP.
  - h. Any other information necessary to determine whether the child requires the level of services provided at the STRTP.
2. A child who receives a determination pursuant to paragraph (1) shall also have a mental health assessment as required in subdivision (a) to document the need for the STRTP level of care
  3. A mental health assessment that complies with subdivision (b), if completed within 72 hours of a child's arrival at the STRTP, shall satisfy the requirements of this subdivision.
  4. Until a licensed mental health professional or waived/registered professional determines that the child requires the level of services and supervision provided at the STRTP, the child shall have one-on-one observation at all times or be in a physically separate area from the other children in the program. During this time, the child shall receive all services and programming required in these regulations.

### **§ Section 9. Admission Statement**

A. The head of service shall sign an admission statement within five calendar days of the child's arrival at the STRTP. In the statement, the head of service shall affirm that they have: read the child's referral documentation and any previous mental health assessments, if available; considered the needs and safety of the child; considered the needs and safety of the children already admitted to the STRTP; and concluded that admitting the child is appropriate. The admission statement shall affirm the following are reviewed and will ensure, if a referral for placement is made through the Interagency Placement Committee (IPC), the materials included in the IPC referral information has also reviewed:

1. The child does not require inpatient care in a licensed health facility.
2. The child has been assessed as requiring the level of services provided in a STRTP in order to maintain the safety and well-being of the child or others due to behaviors, including those resulting from traumas, that render the child or those around the child unsafe or at risk of harm, or that prevent the effective delivery of needed services and supports provided in the child's own home or in other family settings, such as with a relative, guardian, foster family, resource family, or adoptive family.
3. The child meets at least one of the following conditions:
  - a. The child has been assessed as meeting the medical necessity criteria for Medi-Cal specialty mental health services, as provided for in Section 1830.205 or 1830.210 of Title 9 of the California Code of Regulations.
  - b. The child has been assessed as seriously emotionally disturbed, as defined in subdivision (a) of Section 5600.3 of the Welfare and Institutions Code.
  - c. The child requires emergency placement.
  - d. The child has been assessed as requiring the level of services provided by the STRTP in order to meet their behavioral or therapeutic needs.

## **§ Section 10. Treatment Plan**

A. Each child admitted to a STRTP shall have a Treatment Plan reviewed and signed by a licensed mental health professional, waived/registered professional, or the Head of Service within ten (10) calendar days of the child's arrival at the STRTP. The Treatment Plan shall include:

1. Anticipated length of stay.
2. Specific behavioral goals for the child and specific mental health treatment services the STRTP shall provide to assist the child in accomplishing these goals within a defined period of time.
3. One or more transition goals that support the rapid and successful transition of the child back to community based mental health care.
4. The child and authorized legal representative's participation and agreement. The child and the child's authorized legal representative's participation and agreement shall be documented in the client record. If the child is unable to agree or refuses to agree to the treatment plan, the child's authorized legal representative's participation and agreement shall be sufficient, but the child's inability or refusal shall be documented in the Client Record. For a child who is a Medi-Cal beneficiary, the documentation of the refusal shall be in accordance with Section 1810.440(c)(2)(B) of Title 9 of the California Code of Regulations.
5. Include participation of the child and family team, if one exists.
6. Be reviewed by a member of the STRTP mental health program staff at least every thirty (30) calendar days. The member of the STRTP mental health program staff that completes the review shall document the review in the client record and include whether it is necessary to make changes to the treatment plan.
7. A trauma-informed perspective, which includes planned services to promote the child's healing from any history of trauma.
8. The child's treatment plan shall be updated as the child's mental health treatment needs change.

B. The STRTP shall provide a copy of the treatment plan to the child's placing agency within ten (10) calendar days of the request of the placing agency and in compliance with all applicable privacy laws.

## **§ Section 11. STRTP Mental Health Program Progress Notes**

A. For each child, the STRTP shall ensure that there is a minimum of one (1) written daily mental health progress note. The daily progress note shall document the following when applicable:

1. The specific service(s) provided to the child.
2. A child's participation and response to each mental health treatment service directly provided to the child.
3. Observations of a child's behavior.
4. Possible side effects of medication.

5. Date and summaries of the child's contact with the child's family, friends, natural supports, child and family team, existing mental health team, authorized legal representative, and public entities involved with the child.

6. Descriptions of the child's progress toward the goals identified in the treatment plan.

B. In addition to the daily mental health progress note, the STRTP mental health program staff shall write a progress note whenever there is a significant change in condition or behavior, or a significant event involving the child, including the date and time of the event and the STRTP's response to the event.

1. A significant event involving the child is any unintended or unexpected event, which could or did lead to physical or emotional harm. This includes incidents which did not cause harm but could have caused harm, or where the event should have been prevented.

2. Whenever there is a significant event involving the child, the STRTP shall consider whether the child has a history of trauma and, if so, do the following:

a. Determine whether the child's history of trauma has precipitated the significant event.

b. Determine whether the significant event could be used to promote healing and growth from the child's history of trauma.

c. Determine whether the significant event has created a need for changes to the child's treatment plan.

d. Update the child's treatment plan with any additional services that the child needs, taking into account the significant event, the child's history of trauma, and any other relevant psychosocial factors which may include the child's living situation, daily activities, social support, sexual orientation, gender identity, cultural and linguistic factors, academics, and school enrollment.

C. All mental health progress notes shall be completed, signed and dated (or electronic equivalent) within seventy-two (72) hours of the service provided.

D. The mental health progress notes shall be maintained in the child's record.

E. If the child is a Medi-Cal beneficiary, the STRTP shall complete separate progress notes for each specialty mental health service provided.

F. If a progress note for a specialty mental health service is provided, this replaces the requirement for this daily mental health progress note.

## **§ Section 12. Medication Assistance, Control, and Monitoring**

A. A nurse practitioner, physician's assistant or registered, licensed or vocational nurse acting within their scope of practice; may perform the functions in subdivisions (b), (c), and (d) under the direction of a psychiatrist. However, each child shall be examined by a psychiatrist at least one time during the child's stay at the STRTP.

B. A physician or psychiatrist shall examine each child prior to prescribing any psychotropic medication. The examination shall include a screening to determine whether there are potential medical

complications from the medication that could impact the child's mental health condition. The examination shall be noted in the client record.

C. A physician or a psychiatrist, shall sign a written medication review for each child prescribed psychotropic medication. This review shall be completed as often as clinically appropriate, but at least every forty-five (45) days. This review may be prepared by a STRTP mental health program staff member acting within the scope of their practice and shall be included in the client record. The medication review shall include:

1. Observations of any side effects and review of any side effects reported by the child or noted in the client record.
2. The child's response to each psychotropic medication currently prescribed and the child's perspective on the effectiveness of these medications.
3. The child's compliance with taking psychotropic medication prescribed.
4. Justification for continuing to prescribe psychotropic medication and/or changing the child's medication plan.
5. A statement that the physician, psychiatrist has considered the goals and objectives of the child as listed in the child's needs and services plan and the treatment plan, and that the psychotropic medication prescribed is consistent with those goals and objectives.

D. A psychiatrist shall review the course of treatment for all children who are not on psychotropic medication to treat mental health conditions as clinically appropriate, but at least every ninety (90) days and include the results of this review in a progress note signed by the psychiatrist at the time the review is completed.

E. Psychotropic medications for a child residing in a STRTP shall be administered and dispensed in accordance with state and federal laws for pharmaceuticals, which include but are not limited to, laws related to authorization, administering and dispensing medication, psychotropic medication, storage and disposal, informed consent, and documentation of informed consent.

F. The STRTP shall ensure the following is documented in the client record: the date and time a prescription or non-prescription medication was taken, the dosage taken or refused, and the child's response to medication.

### **§ Section 13. Mental Health Treatment Services**

A. The STRTP shall provide structured mental health treatment services in the day and evening, seven (7) days per week, according to the child's individual needs as indicated in the child's treatment plan.

B. The STRTP shall be able to directly provide the following mental health treatment services onsite:

1. Crisis Intervention as defined in Section 1810.209 for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.
2. Mental Health Services as defined in Section 1810.227 for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.

3. Targeted Case Management as defined in Section 1810.249 for MediCal beneficiaries and equivalent services for children who are not MediCal beneficiaries.

C. The STRTP shall make available the following mental health treatment services according to the child's treatment plan:

1. Day treatment intensive as defined in Section 1810.213 of Title 9 of the California Code of Regulations for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.

2. Day rehabilitation as defined in Section 1810.212 of Title 9 of the California Code of Regulations for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.

3. Medication Support Services as defined in Section 1810.225 of Title 9 of the California Code of Regulations for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.

4. EPSDT services as defined in Section 1810.215 of Title 9 of the California Code of Regulations for Medi-Cal beneficiaries and equivalent services for children who are not Medi-Cal beneficiaries.

5. Psychiatric nursing services, which shall include, but not be limited to, nursing assessments, taking vital signs, monitoring vital signs, coordinating medical care, administering, dispensing, and furnishing medication, and other services described in Business & Professions Code Section 2725. The psychiatric nursing services shall be provided by a registered nurse, licensed, or vocational nurse, licensed psychiatric technician, or another licensed professional acting within the scope of their practice.

D. For purposes of this section "make available" means that the STRTP mental health program either directly provides the services or provides access to services provided by other providers. A child may receive services provided offsite by other providers to meet the child's needs as set forth in the child's treatment plan.

E. If a child is a Medi-Cal beneficiary and the STRTP is not certified to provide a specialty mental health service that is medically necessary for that child, the STRTP shall arrange for the child to receive the service through the mental health plan with responsibility for providing or arranging for specialty mental health services for that child.

#### **§ Section 14. Clinical Reviews, Collaboration, and Transition Determination**

A. Every ninety (90) days, a licensed mental health professional or waiver/registered professional, shall perform a clinical review of the child's current mental health status and progress in treatment to determine whether the child should be transitioned to a different level of care. The licensed mental health professional or waived/registered professional shall summarize the reviews and determinations in the client record and update the child's treatment plan, as needed.

1. As part of the review, the licensed mental health professional or waived/registered professional shall consider:

a. The types and frequency of services provided to the child and the impact of these services on the child's achievement of the goals outlined in the child's treatment plan.

b. Whether the STRTP continues to meet the specific therapeutic needs of the child.

c. Justification for the decision for continued stay or transition of the child based on the client record and licensed mental health professional's clinical opinion.

B. As clinically appropriate (determined by a licensed mental health professional, waived/registered professional, or head of service), the STRTP shall collaborate throughout the course of the child's treatment with the child's existing mental health team, parent, guardian, conservator, tribal representative, child and family team, authorized legal representative, placing agency or agencies, the probation department, county welfare department, and county mental health department, if any of these are applicable. The STRTP shall summarize and document the consultations in the client record.

C. The STRTP mental health program staff shall meet at least once every ninety (90) days, or more often if needed, to discuss the diagnosis, mental health progress, treatment planning, and transition planning for the child. Prior to or during each meeting, the STRTP mental health program staff shall obtain information from direct care staff about their observations, if any, for the child. The head of service or a licensed mental health professional or waiver/registered professional shall attend each meeting along with other mental health program staff that provide mental health services to the child. The meeting should include the most active and informed members of the mental health program staff responsible for the child's mental health treatment.

#### **§ Section 15. Transition Determination Plan**

A. A transition determination plan shall be developed, completed, and signed by a member of the STRTP mental health program staff prior to the date the child transitions out of the STRTP. A copy shall be provided prior to or at the time of the child's transition, to the following, as applicable: parent, guardian, conservator, or person identified by the court to participate in the decision to place the child in the STRTP. The transition determination plan shall include:

1. The reason for admission;
2. The reason for transition, referencing the child's transition planning goals, or another reason for the child to be transferred to an alternative treatment setting;
3. The course of treatment during the child's admission, including mental health treatment services, medications, and the child's response;
4. The child's diagnosis at the time of transition;
5. The child's aftercare plan, which shall include, the following components:
  - a. The nature of the child's diagnosis and follow-up required.
  - b. Medications, including side effects and dosage schedules.
  - c. Goals and expected outcomes for any follow up treatment.
  - d. Recommendations regarding treatment that are relevant to the child's care.
  - e. Educational information, including grade level functioning, and any special education needs.

f. Referrals to providers of medical and mental health services.

g. Other relevant information.

## **§ Section 16. Head of Service**

A. The STRTP shall have a dedicated head of service employed forty (40) hours per week.

B. The head of service shall meet the requirements of one of the professional disciplines in Sections 623 through 630 of Title 9 of the California Code of Regulations. The STRTP shall submit to the Department or delegate documentation establishing that the head of service satisfies the requirements of the applicable regulation in Sections 623 through 630 of Title 9 of the California Code of Regulations.

C. If the head of service is not a physician, psychologist, licensed clinical social worker, licensed marriage and family therapist, licensed professional clinical counselor, registered nurse, the head of service shall perform the head of service duties under the direction of one or more of the following professionals:

1. Physician or psychiatrist who meets the education and experience requirements in section 623.
2. Psychologist who meets the education and experience requirements in section 624.
3. Licensed Clinical Social Worker who meets the education and experience requirements in section 625.
4. Licensed Marriage and Family Therapist who meets the education and experience requirements in section 626.
5. Licensed Professional Clinical Counselor who meets the education and experience requirements in section 626.
6. Nurse who meets the education and experience requirements in sections 627 or 628.

D. Head of service that is the head of service for more than one STRTP shall not serve as an administrator. A head of service who is an administrator shall not be counted as part of the staffing ratio. A head of service who is also the administrator shall not hold any other position.

E. The head of service is responsible for the STRTP mental health program's compliance with these regulations and applicable laws. The head of service shall manage the clinical and administrative components of the STRTP mental health program. The head of service's responsibilities shall include, but are not limited to, the following specific tasks:

1. Maintaining a safe, healthy, and therapeutic environment at the STRTP.
2. Ensuring that each child admitted to the program has a mental health assessment.
3. Ensuring that each child in the STRTP has commonality of needs with the other children in the STRTP, including whether the child's presence is adverse to the safety or mental health needs of the child or other children admitted to the STRTP.

4. Ensuring the mental health services identified on each treatment plan are provided and appropriate to meet the individual needs of the child.
5. Monitoring the quality of the mental health services provided to the children.
6. Making arrangements, including transportation, for children to receive mental health services that cannot be provided by the STRTP.
7. Arrangements for special provision of mental health services to children with disabilities including visual and auditory impairment.
8. Ensuring that documentation and recordkeeping requirements are met.
9. Development of mental health staff schedules, training schedules, mental health treatment service schedules, medication schedules, and any other schedules for the operation of the STRTP mental health program.

F. The Department or delegate may approve program flexibility for subdivision (a) of this section subject to the following requirements:

1. A single legal entity operating more than one STRTP may request program flexibility to have a single head of service employed forty (40) hours per week to manage a maximum of thirty (30) beds split among a maximum of five (5) STRTPs in good standing that are located on separate premises. To receive and maintain program flexibility approval under this subdivision:

- a. The head of service shall have a designated primary office at one of the STRTPs;
- b. No facility shall be more than five (5) miles distance from the head of service's primary office;
- c. The head of service shall be reachable at all times during their scheduled shift;
- d. Each facility shall have a designated individual in an acting capacity when the head of service is not on-site;
- e. The head of service shall be on-site at each facility for a minimum of two (2) hours at least three (3) times per week;
- f. The head of service shall maintain a time study, which indicates specific time spent at each facility; and

2. Every program flexibility request, approval, renewal, denial, suspension, and revocation under this subdivision shall comply with the applicable program flexibility requirements in sections 33 and 34.

3. The purpose of program flexibility for the head of service position is to accommodate the needs of small STRTPs located in close proximity to each other. A facility that is unable to meet the time or distance requirements of (a)(1)(ii) in this section, despite a demonstrated effort to comply, may apply in writing to the Department directly for program flexibility, which shall be approved on a case by case basis. In deciding the application, the Department shall consider whether the delegate, if applicable, supports the time and distance flexibility request. The Department shall consider the facility's special circumstances, which may include, but are not limited to, difficulty obtaining suitable

premises within the time and distance area, financial hardship, rural location, and an absence of qualified candidates in the region. A delegate shall not have authority to approve time and distance program flexibility.

## **§ Section 17. Staff Characteristics, Qualifications, Duties, and Adequacy**

A. All licensed, waived, or registered mental health professionals providing services in a STRTP shall meet all legal requirements for professional licensing, waiver, or registration, as applicable.

B. A STRTP shall have at least one full-time equivalent STRTP mental health program staff from the following list employed for each six children or fraction thereof admitted to the program:

1. Physicians
2. Psychologists or psychologists who have received a waiver pursuant to Welfare and Institutions Code Section 5751.2.
3. Licensed Clinical Social Workers or registered professionals pursuant to Welfare and Institutions Code Section 5751.2.
4. Marriage, Family and Child Counselors or registered professionals pursuant to Welfare and Institutions Code Section 5751.2.
5. Registered Nurses
6. Licensed Professional Clinical Counselor or registered professionals pursuant to Welfare and Institutions Code Section 5751.2.
7. Licensed Vocational Nurses
8. Psychiatric Technicians
9. Occupational Therapists
10. Mental Health Rehabilitation Specialists as defined in Section 630 of Title 9 of the California Code of Regulations.

C. Of the STRTP mental health program staff required in subdivision (b), a STRTP shall have one half-time equivalent licensed mental health professional or waived/registered professional employed for each six children or fraction thereof admitted to the program. A licensed mental health professional or waived/registered professional who is employed to meet this requirement may also be the head of service, if employed at least forty (40) hours per week.

D. The STRTP shall have adequate numbers of STRTP mental health program staff scheduled, present, awake, and on duty between 9:00 am and 5:00 pm five (5) days per week. The STRTP shall have mental health program staff scheduled for additional hours as needed to ensure children have access to medically necessary specialty mental health services. The STRTP shall develop a daily STRTP mental health program staff schedule based on the number of children physically present at the STRTP and the children's meal times, class schedules, mental health programming, and other scheduled appointments or activities. The STRTP shall ensure that the mental health service schedule maximizes opportunities for service provision when children are present and available to receive the

services. This subdivision shall not be construed to prohibit the STRTP from providing services that are appropriately provided without the child present, such as collateral services and targeted case management.

E. The staffing requirements in this section shall be satisfied at all times. No staff members shall be counted in more than one staffing ratio during their assigned shifts. A STRTP may schedule member(s) of the direct care staff as defined in section 87001 of the STRTP Licensing Standards to meet the staffing requirements of subdivision (b), if the direct care staff members are from the list of individuals described in subdivision (b)(1)-(10). A STRTP may schedule member(s) of the direct care staff to meet the licensed mental health professional or waived/registered professional requirement of subdivision (c), if the direct care staff members are licensed mental health professionals or waived/registered professionals. The staff schedule shall specify each time a member of the direct care staff is assigned to a STRTP mental health program staff shift.

F. The Department or delegate may require a STRTP to provide additional STRTP mental health program staff, if the Department or delegate determines that additional staff are needed to provide for the mental health treatment services needs of the children residing at the STRTP. In making this determination, the Department or the delegate may consider the STRTP's census, experience and education of current STRTP mental health program staff, frequency of deficiencies, severity of deficiencies, as well as any other relevant considerations, including the mental health diagnoses, acuity, and needs of the children in the STRTP. The Department or delegate shall notify the STRTP in writing when additional staff are required.

G. The STRTP shall have a psychiatrist available to provide psychiatric services as specified in these regulations.

H. A STRTP may request program flexibility for subdivision (a) of this section as to the staff qualifications for prospective or existing employee(s) subject to the following requirements:

1. The request shall include the supporting documentation for the Department or delegate to make a decision on the request, such as, but not limited to, the employee's resume, degree, registration for a licensing exam, and the employee's scheduled date of examination.
2. No prospective or current employee who is the subject of a program flexibility request shall commence duties requiring flexibility approval until the Department or delegate approves the program flexibility request.
3. Every prospective or current employee is responsible for ensuring their own compliance with their professional licensing board statutes, regulations, and rules.
4. No program flexibility approval shall serve to permit the unauthorized practice of a profession that requires licensure.
5. Every program flexibility request, approval, renewal, denial, suspension, and revocation under this subdivision shall comply with the applicable program flexibility requirements in sections 33 and 34.
6. The Department or delegate may consider the employee's experience and education, the duration of the program flexibility, and any other reasons or factors relevant to the program flexibility request.

7. When the Department or delegate approves a program flexibility request for staff qualifications under this subdivision, the approval notice shall specify a date upon which the approval shall expire.

8. At least five (5) business days prior to the expiration of the program flexibility approval, the STRTP shall submit to the Department or the delegate evidence that the staff member(s) who was the subject of the program flexibility request satisfies all qualification requirements, evidence that the staff member is no longer employed in a capacity requiring program flexibility, or a written request for an extension with justifications and supporting documents.

9. The Department or delegate shall only consider one request for an extension and no extension shall exceed ninety (90) calendar days.

## **§ Section 18. In-Service Education**

A. All STRTP mental health program staff shall receive a minimum of twenty-four (24) hours per calendar year of ongoing, planned academic and on-the-job in-service education. This twenty-four hour requirement may be prorated for part-time STRTP mental health program staff and new employees in their first calendar year of employment. A STRTP mental health program staff member who works twenty (20) hours per week or less shall be required to receive twelve (12) hours per calendar year of in-service education. At least eight (8) hours of the training shall focus specifically on preventing and managing assaultive and self-injurious behavior or other similar crisis services. At a minimum, the in-service education shall cover all of the following topics even if the STRTP mental health program staff must attend more than twenty-four (24) hours of training in a calendar year:

1. Client-centered and trauma-informed approach to address the needs and goals of children admitted to the STRTP;
2. Suicide prevention techniques;
3. Preventing and managing assaultive and self-injurious behavior;
4. Cultural competence;
5. Interpersonal relationship and communication skills;
6. Confidentiality of client information;
7. Client rights and civil rights;
8. Monitoring and documenting responses to psychotropic and other medications to treat mental illness and recognizing possible side effects in children and youth;
9. All approved policies and procedures applicable to the STRTP.

B. STRTP staff shall complete at least eight (8) hours of training on the topic of preventing and managing assaultive and self-injurious behavior prior to commencing any employment duties involving direct contact with children.

C. Subdivisions (a), (b), and (e) shall not apply to a psychiatrist or physician, who is not the head of service. Psychiatrists and physicians shall attend a minimum of one training per calendar year on preventing and managing assaultive and self-injurious behavior.

- D. The STRTP shall document all trainings by maintaining a record of the training title and date, syllabus or curriculum, and sign-in sheets of attendees.
- E. STRTP staff shall comply with all training requirements in the STRTP Licensing Standards.

### **§ Section 19. Personnel Records**

- A. Each STRTP mental health program staff member's personnel file shall contain the following:
  - 1. A record of their in-service education, which shall include the signature of the staff member for each in-service education activity completed, the date the education occurred, the number of hours, and the subjects covered.
  - 2. A statement signed by the staff member certifying that he or she has read, understood, and shall comply with these regulations.
  - 3. A copy of their valid license, waiver, registration, and any other documentation establishing that the individual meets the requirements of being included as a member of the STRTP mental health program staff.
- B. The STRTP mental health program shall retain STRTP mental health program staff personnel records for a minimum of ten (10) years from the last date the staff member was employed by the STRTP, according to the terms of the provider's contract with the Mental Health Plan, or until the date of completion of any audit, whichever is later. For the purposes of this section "audit" refers to any investigation of complaints and unusual occurrences, chart reviews, and financial audits. Audits can be conducted by the state, delegate, or federal agencies. The retention period required in this section shall be extended if the STRTP mental health program staff member's provision of service is subject to any due process proceeding including administrative review and litigation until all appeals have been exhausted.

### **§ Section 20. Application Process for STRTP Mental Health Program Approval**

- A. An applicant shall mail a completed application for Mental Health Program Approval to the Department and to the delegate by certified mail or email.
- B. The Department or delegate shall provide written notice to an applicant if the application is incomplete.
- C. An applicant shall provide any missing information within thirty (30) calendar days of the date of the Department's or delegate's written notice of an incomplete application. If the applicant fails to provide the missing information within thirty (30) calendar days, the application is deemed denied and the applicant does not have a right to notice and review. Nothing in this subdivision shall prevent the applicant from submitting a new application.
- D. Prior to issuing a STRTP mental health program approval, the Department or delegate shall conduct an onsite review to verify that the applicant meets the requirements of these regulations and related statutes.

1. The onsite review shall include a review of at least twenty percent of the client records for children admitted to the program at the time of the review, if at least one child is admitted.

2. If the applicant has not admitted any children, the applicant shall notify the Department or delegate of the date it intends to begin admissions in the initial application. The Department or delegate may require a preliminary onsite review of the STRTP mental health program before the program begins to admit children.

a. The applicant shall notify the Department or delegate in writing within twenty-four (24) hours of the admission of the first child.

b. The Department or delegate shall conduct an onsite review within forty-five (45) days of receiving notice of the first admission. This onsite review shall include a review of at least twenty percent of the client records for children admitted to the program at the time of the review.

E. The Department or delegate shall notify an applicant, in writing, of the Department's or delegate's decision to approve or deny the application within forty-five (45) calendar days of receiving the complete application.

F. The Department or delegate may process an application pursuant to section 21.

G. Except when an application is denied for being incomplete, an applicant shall have the right to notice and review pursuant to Section 31 when the Department or delegate has denied an application for STRTP Mental Health Program Approval.

### **§ Section 21. Provisional Approvals**

A. The Department or delegate may issue a provisional mental health program approval to an applicant that is a group home certified for rate classification levels of 13 or 14 without conducting an onsite review, if the submitted application and supporting documentation demonstrate that the applicant meets the requirements of these regulations and applicable statutes. The provisional approval period shall not exceed one year. The Department or delegate shall conduct an onsite review prior to issuing a renewal pursuant to Section 24. This subdivision shall be repealed and no longer be in effect as of January 1, 2020.

B. The Department or delegate may, in its discretion, issue one provisional approval for a period of less than one year to an applicant submitting its initial application for STRTP mental health program approval. The application process shall be the same as Section 20.

### **§ Section 22. Duration of STRTP Mental Health Program Approval**

Mental health program approvals shall be for one year from the date of issuance, except for provisional approvals issued pursuant to Section 21.

### **§ Section 23. Requirement to Post STRTP Mental Health Program Approval**

The STRTP Mental Health Program Approval or a true and correct copy thereof shall be posted in a conspicuous location in the STRTP.

## **§ Section 24. Application for Renewal of STRTP Mental Health Program Approval**

A. The Department or delegate shall conduct a yearly onsite review to determine whether the STRTP continues to meet all requirements of these regulations and related statutes. This onsite review shall include a review of program compliance and a review of the client records of at least twenty percent of children residing in the STRTP on the day of the onsite review.

B. If the results of this onsite review indicate that the STRTP continues to meet the requirements of these regulations and related statutes, the STRTP Mental Health Program Approval may be renewed.

C. The Department or delegate shall notify the STRTP, in writing of the renewal or non-renewal with an explanation of the reasons for non-renewal within sixty (60) calendar days of the onsite review. The STRTP that received notice of non-renewal may request notice and review pursuant to Section 31.

D. The Department or delegate shall notify the Department of Social Services of the renewal or non-renewal of the STRTP Mental Health Program Approval of each STRTP.

E. Pending the issuance of a renewal pursuant to subdivision (a) or the notification of non-renewal pursuant to subdivision (c), the current STRTP Mental Health Program Approval shall remain in effect.

## **§ Section 25. Delegation of Approval Task**

A. If the Department has delegated the approval task to the county Mental Health Plan, the county Mental Health Plan is deemed the delegate for all purposes related to STRTPs within its borders and is subject to the delegation regulations for STRTPs.

1. Delegates shall process all applications for STRTP Mental Health Program Approval from licensed STRTPs within its county or counties' borders whether or not the delegate has a contract with the STRTP to serve the delegate's Medi-Cal beneficiaries.

2. A county Mental Health Plan shall not have delegate authority over STRTP mental health programs located outside of its county or counties' borders.

B. The delegate shall oversee and enforce compliance with all STRTP mental health program standards, except through the imposition of monetary penalties. The Department does not delegate its authority to impose monetary penalties. Delegates shall refer all matters that may warrant imposition of monetary penalties to the Department within thirty (30) days of identification.

C. The delegate shall comply with the following requirements:

1. Within five (5) business days of issuance, send via certified mail or email to the Department and to the Department of Social Services, a copy of the STRTP Mental Health Program Approval, denial, renewal, non-renewal, probation, suspension or revocation of any approval, on-site review report, notice of noncompliance, imposition of sanctions, and flexibility decisions.

2. Submit documents or any other official communication upon a request by the Department.

3. Maintain a file for each STRTP. The file shall contain all documents submitted to the delegate by the STRTP pursuant to these regulations. The file shall contain all documents issued to the STRTP by the delegate pursuant to these regulations. The file shall contain all documents from the Department with regard to the STRTP. The delegate shall:

- a. Retain a complete file for all facilities with an active STRTP Mental Health Program Approval.
- b. Retain complete files for denied applications and closed STRTPs for a period of ten (10) years.

4. The delegate shall consult telephonically or in writing with the Department prior to denying an application or imposing sanctions pursuant to Section 29.

5. Upon request, the delegate shall provide the Department with a current tracking log of all approved, denied, revoked, suspended, and probationary STRTP mental health programs within thirty (30) calendar days.

D. The Department may inspect or audit the delegate at any time to ensure compliance with state and federal laws and regulations applicable to the STRTP mental health program. The delegate shall submit any records, documents, and information requested by the Department within thirty (30) days of the request.

E. The Department shall have authority at any time to override a decision by a delegate, provide technical assistance, and direct a particular delegate action consistent with policy guidance, regulations, and statutes.

1. The delegate may request technical assistance and direction from the Department at any time.

2. In delegate counties, the STRTP shall direct questions to the delegate. When responding, the delegate shall provide the answer in writing.

F. All counties shall satisfy inquiries of applicants regarding whether the approval task has been delegated or remains with the Department. The Department shall maintain a publicly available list of delegate counties on its website.

G. If a county that is not a delegate receives a STRTP Mental Health Program Approval application, the county shall immediately notify the STRTP that it is not a delegate, return the application to the applicant, and refer the applicant to the Department.

## **§ Section 26. Oversight**

A. At any time, the Department and/or delegate may conduct onsite reviews, with or without notice, for the purpose of determining that the STRTP is in compliance with the provisions of these regulations, including investigation of complaints. The STRTP must preserve and provide documentary evidence that it is meeting the requirements set forth in these regulations, which shall include, but not be limited to, employee records of attendance, employee qualifications, in-service education records, policies and procedures, child client records, any video and audio surveillance, and written agreements with any providers of mental health services. This onsite review shall include a review of at least twenty percent of the client records for children admitted to the program at the time of the review.

B. The Department or delegate, whichever conducts the onsite review, shall prepare a written on-site review report and identify any corrective actions that are required, and shall provide the STRTP with a copy.

C. The STRTP shall make space available onsite for the Department or delegate to conduct interviews of children and staff and examine records.

## **§ Section 27. Complaints**

A. Any person may submit a complaint to the Department or delegate concerning the STRTP mental health program of a STRTP. The Department or delegate shall investigate the complaint to determine whether the STRTP is out of compliance with the requirements of these regulations or related statutes.

B. The Department of Social Services shall report to the Department and delegate when there is reasonable cause to believe that a STRTP is not in compliance with these regulations or related statutes.

C. A complaint may be made to the Department or delegate either orally or in writing.

D. The delegate shall provide the Department with a copy of any written complaint related to the STRTP mental health program within twenty-four (24) hours of receipt, excluding weekends and holidays. The delegate shall provide the Department with a written summary of any oral complaint related to the STRTP mental health program within twenty-four (24) hours of receipt, excluding weekends and holidays. For any complaint received on a weekend or holiday, the delegate shall provide the Department with a copy or written summary on the next business day.

## **§ Section 28. Noncompliance**

A. When the Department or delegate determines that a STRTP is not in compliance with provisions of these regulations or the provisions of its approved STRTP Mental Health Program Statement, the Department or delegate shall issue a notice of noncompliance. This notice shall include details of the noncompliance, a date by which the STRTP must have the noncompliance corrected, and a requirement that the STRTP submit and comply with a corrective action plan, which is subject to the Department's or delegate's approval.

B. The date for correcting the noncompliance shall be:

1. Twenty-four (24) hours or less from the date the Department or delegate discovered the noncompliance if there is an immediate threat to the physical health, mental health, or safety of the children and youth.

2. No more than thirty (30) calendar days following issuance of the notice of noncompliance, unless the Department or delegate determines that the deficiency cannot be completely corrected in thirty (30) calendar days.

C. If the Department or delegate does not approve the STRTP's corrective action plan, the Department or the delegate may require the STRTP to comply with a specific corrective action and timeline for completion.

D. The Department or delegate may place a STRTP on probation for a period of not less than thirty (30) or more than sixty (60) calendar days as determined by the Department or delegate. When a STRTP is placed on probation, the Department or delegate may increase monitoring, which may include requiring frequent submissions of documentation demonstrating compliance with these regulations and conducting more frequent onsite reviews.

E. The Department may impose monetary penalties not less than fifty dollars (\$50) nor more than one hundred dollars (\$100) multiplied by the licensed bed capacity, per day, for each violation. However,

the monetary penalties shall not exceed three thousand dollars (\$3,000) per day. A STRTP that is assessed a monetary penalty and repeats the noncompliance, may be subject to immediate suspension or revocation of its STRTP mental health program approval until the noncompliance is corrected.

**§ Section 29. Revocation or Suspension of STRTP Mental Health Program Approval if License is Challenged, Expired, or Revoked**

A. The Department or the delegate may suspend or revoke the approval of a STRTP mental health program for noncompliance with a law applicable to the STRTP mental health program. The Department or delegate may suspend a STRTP Mental Health Program Approval whenever an allegation or action has been instituted for removal of the STRTP's licensure.

B. The Department or delegate shall revoke the STRTP Mental Health Program Approval when licensure has expired or has been revoked. Revocation made pursuant to this section shall not be subject to Section 31 notice and review procedures.

**§ Section 30. Written Notice of Action to Department of Social Services**

The Department or delegate shall within fifteen (15) calendar days provide the Department of Social Services written notice of any revocation, suspension, probation, or non-renewal of a STRTP Mental Health Program Approval.

**§ Section 31. Notice and Review Procedures**

A. When the Department or a delegate takes an action pursuant to section 28 and subdivision (a) of section 29, denies, or does not renew the STRTP Mental Health Program Approval of a STRTP, the Department or delegate shall provide written notice of the action by certified mail. The notice shall include a statement setting forth the reasons for the action.

B. A STRTP may request review of an action specified in subdivision (a) by sending a written request for review by certified mail to the Department or delegate if the approval task has been delegated. A request for review must be postmarked no later than fifteen (15) calendar days after the date the Department or delegate sends the notification required by subdivision (a).

C. A STRTP requesting review in accordance with this section shall be responsible for submitting, in writing, all relevant documents, information, and arguments which the STRTP wishes the Department or delegate to consider. The documents, information, and arguments shall be postmarked no later than thirty (30) calendar days after the Department or delegate sends the notice required in subdivision (a).

D. If the Department or delegate deems clarification or additional information is necessary to complete the review, it may request further written submissions from the STRTP.

E. A decision shall become final when the Department or delegate sends the decision to the applicant or STRTP by certified mail.

**§ Section 32. Program Flexibility Requirements and Procedures**

A. All STRTPs shall comply with the requirements of these regulations. A STRTP shall only request STRTP mental health program flexibility for subdivision (a) of Section 16 and subdivision (a) of Section 17.

B. To request program flexibility, the STRTP shall submit a letter in writing with supporting documentation to the Department or delegate. If the Department has delegated approval authority, the STRTP shall submit the letter and supporting documentation to the delegate and a copy to the Department. The letter shall identify the flexibility requested, the regulation authorizing flexibility, and the reasons for the program flexibility request.

C. The Department or the delegate may require additional information or documents.

D. To reach a decision, the Department or delegate may consider the reasons for the request, current or prior history of program flexibility, the STRTP's census, experience and education of staff, frequency of deficiencies, severity of deficiencies, as well as any other relevant considerations, including the mental health diagnosis, acuity, and needs of the children in the program.

E. The Department shall decide program flexibility requests unless the Department has delegated the approval task to the county Mental Health Plan. If the Department has delegated the approval task to the county Mental Health Plan, the delegate shall decide the request for program flexibility in compliance with this section, the authorizing regulation, and the specific additional requirements in section 33.

F. If the Department or delegate approves the program flexibility request, that approval shall be in writing. The Department or the delegate may approve a flexibility request for the term of the STRTP Mental Health Program Approval or for a shorter duration. In granting a flexibility request, the Department or the delegate shall impose any additional requirements it deems necessary to ensure safety and to ensure that medically necessary mental health services are provided to children consistent with their individual needs. These additional requirements will be applicable during the time the flexibility request is approved. The additional requirements shall be written, measurable, and enforceable. The Department or delegate's decision to approve or deny the flexibility request is effective the date it is signed. The decision is final and is not subject to notice and review.

G. A STRTP shall post in a conspicuous location at the STRTP any approval received from the Department or delegate granted under this section, or a true and correct copy thereof.

H. A STRTP that has received flexibility approval shall comply with all conditions specified by the Department or delegate.

I. The Department or delegate may suspend or revoke an approved flexibility request at any time. Suspension and revocation are final and are not subject to notice and review.

J. The Department has ultimate authority to revoke, suspend, or override a delegate's program flexibility approval at any time. The Department's decision is effective the date it is signed. The decision is final and is not subject to notice and review.

K. The Department's or delegate's approval of the flexibility request shall not be construed to exempt a provider of Medi-Cal services from compliance with applicable state and federal laws and regulations for Medi-Cal reimbursement.

**§ Section 33. Delegate Program Flexibility Determinations - Specific Additional Requirements**

A. A delegate shall only approve a request for flexibility if it is specifically authorized in the regulation(s) for which the STRTP is seeking flexibility.

B. A delegate's approval of the flexibility request shall be in writing and include any additional requirements the delegate has deemed necessary, the term of the flexibility request approval, and the following minimum assurances:

1. The delegate has verified that the STRTP Mental Health Program Approval is in good standing and there are no unresolved incidents of noncompliance, pending revocations, pending suspensions, pending probation, unpaid monetary penalties, or incomplete corrective actions.

2. The delegate has verified that flexibility is specifically permitted in the regulation(s) for which flexibility is requested and is not a licensing requirement or other mandatory requirement per state statute or federal law.

3. The delegate has verified that the requested flexibility provides equal or better safeguards than the STRTP Mental Health Program Approval regulations to ensure that medically necessary mental health treatment services are provided to children consistent with individual needs.

4. The delegate has verified that the requested flexibility will not reduce safety or pose an increased risk of harm to children who reside or will reside in the STRTP.

5. The delegate has verified that the requested flexibility is or would be consistent with other flexibility requests granted by the delegate and the Department.

6. The delegate has verified that the requested flexibility is consistent with the intent of the STRTP Mental Health Program Approval regulations.

7. The delegate has verified that the requested flexibility will not conflict with other STRTP Mental Health Program Approval regulations.

8. The delegate has verified either of the following:

a. No additional requirements are necessary to ensure children's safety nor to ensure that medically necessary mental health treatment services are provided to children consistent with their individual needs; or

b. Additional requirements are necessary to ensure children's safety or to ensure that medically necessary mental health treatment services are provided to children consistent with their individual needs and the delegate has imposed these additional requirements in its written approval.

C. The delegate shall provide a copy of its approval and assurances, denial, and suspension or revocation of a flexibility request to the Department and to the STRTP that has requested flexibility.

D. If the delegate is unable to verify that the flexibility will be safe and consistent with the intent of these regulations and therefore cannot provide the required assurances, the delegate shall deny the flexibility request. The delegate shall issue a written denial of a flexibility request that includes the basis for the denial and may include program recommendations. The delegate's denial is effective the date it is signed by the delegate and the delegate shall send a copy of the written denial to the Department and to the STRTP that has requested flexibility.

E. If the delegate determines it is unclear whether the program flexibility request should be approved or denied, the delegate may deny the request or may submit the program flexibility request and all supporting documentation to the Department for the Department to make a final determination. The Department shall issue a written decision to approve or deny the program flexibility to the delegate and the STRTP that has requested flexibility. The Department's decision is effective the date the Department signs the decision. The decision is final, and is not subject to notice and review.

#### **§ Section 34. Record of Compliance**

The STRTP shall keep a record, including written documentation, of its compliance with regulations and statutes applicable to the STRTP mental health program. The STRTP shall keep the written documentation and other records onsite.



**ADMINISTRATIVE BULLETIN NO. 19**

***Issued: January 23, 2024***

**SUBJECT: FREE SPEECH POLICY**

**Purpose**

The purpose of this Free Speech Policy is to inform all employees, employment applicants, and contractors of their constitutional rights to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. Unlawful discrimination based on the exercise of these rights is unacceptable and incompatible with the County's standards, as well as being a violation of the law. This Free Speech Policy also establishes the complaint and investigation procedure for alleged violations of these rights.

**First Amendment Rights**

Every County employee, employment applicant, and contractor has a constitutional right to free speech, to petition the government for redress of grievances, to instruct representatives, and to freely associate and assemble. <sup>1</sup> For simplicity, this policy shall refer to such rights as "First Amendment Rights."

Every County employee, employment applicant, and contractor shall be free from any unlawful discrimination or retaliation by the County of Kern for exercising their First Amendment Rights while employed, while seeking employment, or while doing or seeking to do business for or with the County.

**Free Speech Policy**

The County of Kern remains committed to creating a professional environment in which the First Amendment Rights of all County employees, employment applicants, and contractors are protected.

It is a violation of the Constitutions of the United States and California for the County to unlawfully discriminate against County employees, employment applicants, or contractors because they exercised their First Amendment Rights.

Every County employee, and other person acting on behalf of the County, including members of the Board of Supervisors, is prohibited from unlawfully discriminating against, harassing, or retaliating against an employee, employment applicant, or contractor because the employee,

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<sup>1</sup> California Constitution, article I, sections 2(a) and 3(a); U.S. Constitution, amend. I.

employment applicant, or contractor exercised their First Amendment Rights, or because they filed a complaint or participated in an investigation under this Free Speech Policy.

All County employees and other persons acting on behalf of the County, including members of the Board of Supervisors, shall uphold and abide by this Free Speech Policy by cooperating fully in any investigation of a complaint of unlawful discrimination, harassment, or retaliation under this Free Speech Policy.

Persons in positions of authority, including managers and supervisors, shall act immediately on potential violations of this Free Speech Policy. They are responsible for knowing and enforcing this Policy and creating and maintaining a workplace free of discrimination, harassment, and retaliation, and should address potential problems before they become serious.

This Free Speech Policy applies at every level of the County and to every aspect of the workplace environment, including but not limited to, County events that occur outside of the physical workplace.

This Free Speech Policy shall be posted on the Kern County websites and in designated physical locations, and shall be attached to all County-issued Requests for Proposals (RFPs) and other solicitations for contract or grant proposals, County contracting forms and templates, and relevant notices to employees, employment applicants, and contractors.

Examples of unlawful discrimination:

- A department head recommends that a contract not be renewed because the contractor is politically active, regardless of their political position.
- A supervisor declines to recommend a supervisee for a promotion, or assigns a supervisee to less favorable job duties or to a less favorable location, because of the supervisee's union activity.
- A manager gives a supervisee poor job evaluations because the manager does not agree with their supervisee's political views.
- A county decision-maker declines to award a contract to provide social services to a particular community based organization because that organization actively campaigns for a particular bill or social movement.
- A county decision maker stops communicating with a potential contractor about a contract because the contractor has threatened to file lawsuit against the County in an unrelated case.

The California and U.S. Constitutions also provide specific First Amendment protection for County elected officials and other persons acting on behalf of the County, including volunteers and interns. This policy does not address such persons' rights.

### **Complaint and Investigation Procedure**

Each employee, employment applicant, or contractor who believes that they have experienced unlawful discrimination or harassment described in this Policy may file a written complaint setting forth the specific facts and evidence supporting the complaint with the County Complaint

Coordinator (see below). Such complaints shall be promptly forwarded to the Free Speech Retained Expert (see below). The complainant shall provide all documentary evidence, names of potential witnesses, and any other information believed by the complainant to be relevant to the complaint.

The County Complaint Coordinator shall initiate a formal investigation of the allegations in the complaint, interview all witnesses to the incident giving rise to the complaint (including the complainant and the person(s) against whom the complaint is directed), and issue written findings as to the merits of the complaint and the remedies that should be implemented to resolve the complaint under existing County ordinances, policies, and procedures. The County Complaint Coordinator shall have a period of not more than 75 business days from receipt of the complaint to conduct the investigation and to issue appropriate draft findings and recommended remedies. The 75-day time period may be extended due to the unavailability of a material witness, or with the written agreement of the complainant.

The County Complaint Coordinator shall provide the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval. The County Complaint Coordinator shall also provide the Free Speech Retained Expert with a copy of the complaint, all information and documentary evidence provided by the complainant, all witness interview materials and documents provided by witnesses, and all information and documentary evidence developed by the County Complaint Coordinator in conducting the investigation.

In the event that the Free Speech Retained Expert does not approve the County Complaint Coordinator's draft findings and recommended remedies, the Free Speech Retained Expert shall prepare a written explanation of the reasons for non-approval. The Free Speech Retained Expert and County Complaint Coordinator shall meet and confer to resolve any disagreement or deficiencies, and both parties shall state their positions in writing. The County Complaint Coordinator shall then take all necessary steps to correct any deficiencies and re-submit the draft findings and recommended remedies to the Free Speech Retained Expert for review and approval.

In the case of any complaints in which there is an appearance of bias, conflict of interest, or insufficient independence with regard to the handling of the complaint by the County Complaint Coordinator, the Backup Complaint Coordinator (see below) shall conduct the investigation, and the Free Speech Retained Expert shall review and approve in the same manner as any investigation conducted by the County Complaint Coordinator.

The Free Speech Retained Expert shall conduct the investigation if both the Complaint Coordinator and the Backup Complaint Coordinator are conflicted. The County shall implement the Free Speech Retained Expert's findings and remedies.

Department heads shall be responsible for ensuring that all new employees and contract staff in their department receive a copy of this policy and sign an acknowledgment which shall be retained in the employee's personnel file (or a similar file for contract staff). In addition, department heads shall ensure that, on an annual basis, each employee in their department receives a copy of this policy and that an acknowledgment of receipt is contained in each employee's personnel file.

Department heads may establish departmental policies and internal complaint procedures provided that those policies and procedures are consistent with this Policy. Nothing in this Policy shall abrogate any legal evidentiary standards in a court of law.

**Complaints Within the Scope of Civil Service Commission Rule 1810.00, et seq.**

The Kern County Rules of the Civil Service Commission ("Civil Service Rules") provide a voluntary complaint procedure for some complaints that fall within the scope of this Policy. These Civil Service Rules apply to civil service employees or applicants for civil service employment complaining of unlawful discrimination, harassment, or retaliation based on religious, union, or political affiliation, or due to their participation in a government investigation.

A complainant whose complaint falls within the scope of both the Civil Service Rules and this Policy may choose to file their complaint using the procedure described in the Civil Service Rules, commencing at section 1820.00, or using the procedure otherwise described in this Policy, but not both. If a complainant invokes both procedures for the same complaint, the complainant shall be required to make a written election of which procedure they wish to have apply.

The Free Speech Retained Expert will review all such complaints consistent with the time limitations, procedure, and appellate rights set forth in Civil Service Rule 1820.00. The Free Speech Retained Expert will review and approve findings of fact and recommended remedies issued by the Equal Employment Opportunity Officer.

Under Civil Service Rule 1830.00-1830.02, either the complainant or the County may request a hearing before the Civil Service Commission. The Free Speech Retained Expert does not review the Civil Service Commission's decision for approval but will provide a report to the County and complainant regarding any comments, concerns, or recommendations related to the Commission's final decision, within 60-120 days of that decision.

**County Complaint Coordinator:** Sarah Gutierrez, Director of Diversity, Equity and Inclusion; (661) 868-3919; [gutierrezsa@kerncounty.com](mailto:gutierrezsa@kerncounty.com)

**Backup County Complaint Coordinator:** Mercedes Perez, Senior Human Resources Specialist; (661) 868-3915; [perezmer@kerncounty.com](mailto:perezmer@kerncounty.com)

**Free Speech Retained Expert:**  
Barry McDonald, (310) 506-4668; [barry.mcdonald@pepperdine.edu](mailto:barry.mcdonald@pepperdine.edu) Apm/AB/AB-19\_01-23-2024

By my signature below, I acknowledge that I have received and reviewed this Free Speech Policy (AB19) and I understand that a copy will be placed into my personnel file.

_____	
Printed Name	
_____	_____
Employee Signature	Date

## APPENDIX I - PROPOSAL OUTLINE AND CHECKLIST

**Directions:** Please draft the proposal using the format listed below:

### Proposal Format

- The length of the proposal should be no longer than 25 - 50 pages.
- Please use complete sentences for each section of the proposal.
- Please Arial font and the font size should be 12.
- Please do not include **Patient Health Information** in this or any other section of your proposal. This will be grounds for immediate disqualification from the RFP process.
- **Please do not submit canned or generic proposals.**
- 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):**

**Directions:** Please draft the proposal to include the contents listed below, in the following order:

### II. Proposal Contents

#### \_\_\_1. Cover Page:

The Cover Page section should include the following information:

- Request For Proposals For \_\_\_\_\_ Services
- Name Of The Organization Submitting The Proposal:
- Name and Title Of The Person Submitting The Proposal

#### \_\_\_2. Introduction:

The Introduction section should include the following information:

- 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.”**

- Please include an email address that we may use to contact your organization.

### **\_\_\_3. Corporate/Agency Profile:**

The Corporate / Agency Profile section should include the following information:

- 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, telephone number, and email of the person(s) in your company authorized to execute the proposed contract.

### **\_\_\_4. Organization's Qualifications and Experience**

The Organization's Qualifications and Experience should include the following information:

#### **Part I: Headers**

This section should include:

- 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

#### **Part II: Financial Statements**

This section should include:

- Balance sheet
- Dun & Bradstreet credit rating

#### **Part III: Documentation of Satisfactory Past Performance/References**

This section should include:

- 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

Part IV: Similar Services Over The Last Two Years

This section should include:

- 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:

The Credentials / Resumes should include the following information:

Part I: Organizational Chart

This section should include:

An Organizational Chart displaying all the key personnel assigned to the project and/or delivery of services.

Part II: Resumes

This section should include:

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

### Part III: Training Certifications

This section should include:

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

### Part IV: Summary Of The Statement Of Qualifications

This section should include:

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

### Part V: Subcontractors and/or Consultant Firms

This section should include:

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:**

The Project Approach, Work Schedule, Transition Plan and Technology Requirements should include the following information:

### Part I: Project Approach:

This section should include:

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 **(250 words)**.

- 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 **(250 words)**.
- c. Identify the deliverables that will be produced as specified in the RFP's scope of work, Exhibit A – Description and Standards Of Services **(250 words)**.
- 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 **(250 words)**.
- 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 **(250 words)**.
- 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 **(250 words)**.

Part II: Work Schedule:

This section should include:

- 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 **(250 words)**.

Part III: Transition Plan:

This section should include:

- h. 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 1, 2026 (250 words)**.

Part IV: Technology Requirements:

This section should include:

- i. Detail and describe security clearance and information technology requirements that your organization has in place to ensure HIPAA compliance **(250 words)**.
- j. Specify all software and computer technology (if applicable) 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 **(250 words)**.

7. Cost of Service:

This section should include

A budget that:

- consists of all annual costs associated with providing specialty mental health services for females placed in the STRTP broken down by Salary and Benefits, Services and Supplies and Indirect Costs.
- includes all expenses that will be charged to the County.

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

**\_\_\_8. Insurance:**

This section should include:

A statement from the proposer that the organization will obtain insurance as required in the attached sample agreement.

**\_\_\_9. Additional Information:**

This section should include:

- 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.
- Include any other information you believe to be pertinent but not required.

**Note:** Attachments & Appendixes must be a part of the proposal and not sent as separate documents.