

COUNTY OF KERN

**KERN BEHAVIORAL HEALTH &
RECOVERY SERVICES**

**REQUEST FOR PROPOSAL TO PROVIDE
INPATIENT MEDICAL DETOXIFICATION
TREATMENT SERVICES**

DUE: JULY 10, 2025

TIME: Before 11:00 a.m.

COUNTY OF KERN

KERN BEHAVIORAL HEALTH & RECOVERY SERVICES

**Request for Proposal to Provide Inpatient Medical
Detoxification Treatment Services**

The County of Kern is seeking qualified contractors to provide **Inpatient Medical Detoxification Treatment Services for Kern County residents**. These services will be provided to youth ages 12-17, pregnant/post-partum women, and/or adults 18 and older who have a substance use disorder and qualify for inpatient medical detoxification treatment under American Society of Addiction Medicine (ASAM) criteria. Inpatient medical detoxification service facilities may be located in any area of Kern county or surrounding areas

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

**Kern Behavioral Health & Recovery Services
2001 – 28th Street
Bakersfield, CA 93301
jscales@kernbhrs.org**

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Inpatient Medical Detoxification Treatment Services”

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

Issuance Date June 9, 2025
Pre-Proposal Meeting June 23, 2025 at 10:00AM
Proposal Due Date July 10, 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.

TABLE OF CONTENTS

	PAGE NUMBER
I. GENERAL INFORMATION	
A. Project Background and Description	4
B. Services Required of Successful Proposer	6
C. Services Provided by the County	6
D. Selection Process	6
E. Solicitation Caveat	10
F. Time	10
G. Standard County Agreement	10
H. Insurance Requirements	10
I. Modifications to Scope of Work	13
J. News Releases	14
K. Compensation	14
L. Statutes and Rules	14
M. Background Review	14
N. Organizational Conflict of Interest	14
II. PROPOSAL INFORMATION AND REQUIREMENTS	
A. General Instructions	15
B. Business Address	15
C. Corrections and Addenda	15
D. Proposal Format	16
D1. Proposal Contents	16
E. Disposition of Proposals and Proprietary Data	23
F. Post RFP Issuance	23
G. Proposal Submission	24
H. Withdrawal and Submission of Modified Proposal	25
SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS	26
Exhibit A – Description Of Standards and Services	
AGREEMENT FOR PROFESSIONAL SERVICES	61
Exhibit B – Sample Professional Services Agreements	
KERN COUNTY ADMINISTRATIVE BULLETIN	83
Exhibit C- Free Speech Policy	
APPENDIX I	87
Proposal Checklist and Outline	

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 Substance Use Division at Behavioral Health and Recovery Services (BHRS) provides support for individuals struggling with substance use disorders. They offer various treatment options, including:

- **Outpatient Treatment:** Group and individual counseling sessions a few times per week.
- **Intensive Outpatient Treatment:** More frequent counseling to help establish recovery skills.
- **Residential Treatment:** Short-term, intensive treatment at a live-in facility, followed by outpatient care.
- **Narcotic Treatment Programs:** Daily medication-assisted treatment for opioid use disorder, combined with counseling.

This Request for Proposal (RFP) is seeking qualified contractors to provide Inpatient Medical Detoxification Treatment Services. These services will be provided to adults 18 and older who have a substance use disorder and qualify for inpatient medical detoxification treatment under American Society of Addiction Medicine (ASAM) criteria levels 3.7WM and 4.0WM.

Contractor(s) shall provide these services in a welcoming, recovery-oriented, family inclusive, culturally competent, and co-occurring capable manner. The levels of service will be delivered in accordance with the American Society of Addiction Medicine (ASAM) criteria and must be provided in an acute care hospital, chemical dependency hospital, or free-standing psychiatric hospital. Inpatient medical detoxification Levels of Care are as follows:

3.7 WM	Medically Monitored Inpatient Withdrawal Management
4.0 WM	Medically Managed Inpatient Withdrawal Management

A Unit of Service for inpatient medical detoxification services is defined as a daily rate that includes all clinical services. Clinical services include a medical examination, laboratory and toxicology testing, 24-hour evaluation and withdrawal management with observation, prescribing and administering of Medications for Addiction Treatment (MAT), group and individual counseling, care coordination, discharge planning and crisis services. Medications for Addiction Treatment (MAT), is defined as a physician service that includes ordering, prescribing, administering, and monitoring of all medications

approved by the United States Food and Drug Administration (FDA) for treating substance use disorders.

There are currently no DMC-ODS Network contractors in Kern for inpatient medical detoxification services; the goal will be to make this service available in Kern County with up to five (5) beds. The goal of inpatient medical detoxification treatment is to manage severe symptoms of withdrawal, medical stabilization, interruption of substance use and gaining of basic coping skills in order to increase daily functioning, and continue SUD treatment in residential and/or outpatient settings. Length of stay currently averages three (3) to five (5) days but is based on individual clinical need. Clients will be transferred to a lower level of care following stabilization, which can include residential treatment services, outpatient treatment services, and/or intensive case management services.

Upon review of proposals, the final allocation of each award will be negotiated and amounts will vary. The County reserves the right to award contracts to more than one successful contractor to provide services as required by this RFP. Interested contractors should specify the following in their proposal: which population(s) will be served, what type of facility the services will be provided in (an acute care hospital, chemical dependency hospitals, or free-standing psychiatric hospitals), level(s) of care to be offered, and capacity level.

The Department expects to spend up to \$5,000,000 per fiscal year on these services.

Inpatient Medical Detoxification Services Provider Agreements will be negotiated between KernBHRS and the prospective service provider and approved by the Kern County Board Of Supervisors prior to service delivery. Services shall begin January 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.

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

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

C. Services Provided by the County

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

D. Selection Process

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a

contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

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

A local vendor is defined as a proposer who:

(a) Has had a fixed office or distribution point located in and having a street address within the county for at least six (6) months immediately prior to the issuance of the request for competitive bids by the purchasing agent

(b) Holds any required business license by the county or a city within the county; and

(c) Employs at least one (1) full-time or two (2) part-time employees whose primary residence is located within Kern County, or if the business has no employees shall be at least fifty percent (50%) owned by one or more persons whose primary residence is located within Kern County.

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

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

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

At-Risk Employer Preference

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

To qualify as an "At-Risk Employer," Vendor shall state below that you have provided gainful employment to "at-risk" individuals residing in Kern County for at least one (1) year prior to submitting this bid; and you continue to provide gainful employment to 'at-risk individuals. "At-Risk Individuals" are defined in County Ordinance 2.38.132 as those individuals who have been incarcerated within the last

five (5) years and/or have been convicted of a misdemeanor or felony within the last five (5) years and/or are youth in foster care.

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

3. The following is a list of general criteria that will be used by the Evaluation Committee to determine 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 two million dollars (\$2,000,000) 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 28th Street, Bakersfield, CA 93301**, if the proposer has previously submitted a Proposal to the department).

Any oral communication by the County's designated Contact Person or any other County staff member concerning this RFP is not binding on the County and shall in no way modify this RFP or the obligations of the County or any proposers.

D. Proposal Format

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 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, telephone number, and email address** 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.

- 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

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- ❖ 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.

Notes:

- ❖ Organizations will lose points if the references are not on the company's letterhead, providing the reference.
- ❖ Organizations will lose points **if letters of support** instead of letters of reference are submitted.

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

- 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)**.
- 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)**.
- 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)**.
- 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)**.
- 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)**.
- 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

- 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

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

Part IV: Technology Requirements

- Detail and describe security clearance and information technology requirements that your organization has in place to ensure HIPAA compliance **(250 words)**.
- 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)**.

Note: Do not include brochures and advertisements in this section of the Proposal

7. Cost of Service:

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

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

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

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

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

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.

Note: Your organization may include brochures and advertisements in this section of the Proposal

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 @ jscales@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 23, 2025 at 10:00AM**. 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 jscales@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:
INPATIENT MEDICAL DETOXIFICATION TREATMENT SERVICES
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on July 10, 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

INPATIENT MEDICAL DETOXIFICATION TREATMENT SERVICES

I. LEVELS OF SERVICE

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

LOC	Description
3.7WM	Medically Monitored Inpatient Withdrawal Management
4.0WM	Medically Managed Inpatient Withdrawal Management

II. GUIDING PRINCIPLES

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

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

A. Contractor accepts that it is a member of a network of providers of KernBHRS's SUD SOC, a continuum of care based on American Society of Addiction Medicine (ASAM) criteria which includes prevention, early intervention, outpatient treatment, residential treatment, care coordination, recovery services, opioid treatment services and withdrawal management. Contractor readily accepts and shares the responsibility of providing quality services to all clients.

B. Contractor shall demonstrate support of KernBHRS's SUD SOC by sharing information and resources and by actively seeking to recruit staff and volunteers who are multilingual and who represent the ethnic and cultural diversity of the community in which it serves.

C. Contractor recognizes that within its current caseload are clients whom have co-occurring mental health conditions. It is important that these clients are welcomed into care without experiencing stigma,

and that the number of these clients is accurately identified so that needs can be effectively recognized and met.

D. Contractor shall strive to participate in local area collaboration efforts and organized collaborative organizations and networks to raise awareness and educate its partners regarding the scope and breadth of substance use disorder problems in the community it serves.

E. Contractor's programs and activities shall operate in a drug and alcohol-free environment. Any information produced through these funds, and which pertain to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. No aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol per HSC Section 11999-11999.3.

F. Contractor shall collaborate with other programs, including behavioral health programs and physical healthcare providers, when using multiple social systems and levels within a community.

G. The family unit and social support are considered integral parts of the treatment program for a person experiencing substance use or co-occurring disorders. Treatment interventions must always consider issues of family dynamics and key social relationships, including the possible presence of co-occurring mental health conditions within the family.

H. Contractor shall make efforts to provide outreach to the diverse cultural and ethnic groups within the community served, while ensuring that the dignity of clients and communities is preserved.

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

J. Contractor shall continually evaluate the needs of the communities being served and shall always endeavor to meet those needs. Further, Contractor shall incorporate the values of the community into its activities, services, and programs.

K. Cultural and Linguistic Proficiency: To ensure equal access to quality care by diverse populations, Contractor shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

L. If receiving Substance Use Prevention and Treatment (SUPT) Block Grant funds, Contractor shall comply with the pre-award risk assessment requirements contained in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles for Federal Awards, commonly referred to as the Uniform Guidance.

M. Contractor shall be subject to an annual fiscal review conducted by KernBHRS, per state agreement guidelines.

N. Contractor shall be subject to all current and prior Department of Alcohol and Drug Program Bulletins and DHCS Behavioral Health Information Notices relevant to the services provided through this contract.

O. Medi-Cal funded Contractors shall adhere to the Minimum Quality Drug Treatment Standards for DMC.

P. If SUPT-funded, Contractor shall adhere to the Minimum Quality Drug Treatment Standards for SUPT.

Q. Contractor shall adopt the DMC-ODS Clinical Practice Guidelines developed by KernBHRS, which follow the Substance Abuse and Mental Health Services Administration's (SAMHSA) Treatment Improvement Protocols (TIPS) and Technical Assistance Publications (TAPs) series.

R. Contractor shall adhere to [Behavioral Health Information Notice \(BHIN\) No: 22-022, Advertising Requirements for Substance Use Disorder \(SUD\) Recovery or Treatment, and Behavioral health Facilities: Passage of Senate Bill 434 and 541 \(SB 434 and SB 541\)](#) as required by the Department of Health Care Services.

S. Contractor shall adhere to [Behavioral Health Information Notice \(BHIN\) No: 23-007 Additional Advertising Requirements for Substance Use Disorder \(SUD\) Recovery or Treatment Facilities and Behavioral health Facilities: Passage of Senate Bill 1165 \(SB 1165\)](#) as required by the Department of Health Care Services.

T. Contractor shall adhere to [Behavioral Health Information Notice \(BHIN\) No: 23-018, Updated Telehealth Guidance for Specialty Behavioral health Services and Substance Use Disorder Treatment Services in Medi-Cal](#) as required by the Department of Health Care Services.

III. FUNDING SOURCES AND POPULATIONS TO BE SERVED

A. Drug Medi-Cal (DMC): A program to fund medically necessary alcohol and drug treatment services for clients meeting eligibility requirements, including limited income and resources.

B. 2011 Realignment: Realignment funding is provided through sales tax and vehicle license fee revenues. Each county is allotted these funds through a statewide formula for substance use disorder treatment services. These funds are available as a match to the Federal Financial Participation and may also be used to cover room and board costs.

IV. ACCESS TO TREATMENT

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

B. Contractor requirements to receive referrals: Contractor shall document assessment appointment availability using "Program Calendar" within the Department Electronic Health Record (EHR) and make the appointments available for use by the SUD Access Line for the purpose of referring individuals.

1. Contractor is responsible for maintaining their "Program Calendar" and shall keep their available slots current for the purpose of receiving new referrals for treatment.

C. Contractor shall receive referrals through one of the following methods:

1. For individuals screened through the SUD Access Line, Contractor will receive SUD, Referrals through their "Program Calendar" in the electronic health record (EHR). Contractor shall have the

clinician, no later than at the time of assessment, complete a release of information (ROI) in the EHR with the client to allow ongoing communication between KernBHRS and Contractor. Contractor shall scan in to the KernBHRS EHR ROIs that are completed or signed outside of the KernBHRS EHR.

2. If an individual presents at Contractor's program prior to screening through KernBHRS, Contractor shall have a clinician complete a ROI for Kern Behavioral Health and Recovery Services-SUD Division to allow for ongoing communication between KernBHRS and Contractor. Contractor shall connect the individual to the SUD Access Line for initial screening and authorization. Contractor shall scan into the KernBHRS EHR any ROI's that is completed or signed outside of the KernBHRS EHR.

3. Contractor shall follow the process outlined in Policy 5.1.12 Timeliness of Access to Services.

D. Contractor is required to submit a Daily Census Report to the KernBHRS SUD Access Line by 8:30 AM every working day to report available treatment slots, at the following e-mail address: SUDAppointmentDesk@kernbhirs.org

E. County of Responsibility: Contractor is responsible for verifying Medi-Cal eligibility as indicated in Paragraph "4," Compensation to Contractor, sub-paragraph "R." Contractor shall provide DMC-ODS services to Kern County Medi-Cal beneficiaries. KernBHRS is not responsible to reimburse services for clients with a different County of Responsibility indicated on their Medi-Cal. If client resides in Kern, but Medi-Cal is listed as any other county, then Contractor shall assist the client to initiate the inter-county transfer of Medi-Cal coverage. Upon documented initiation of the inter-county transfer, contractor shall inform the Billing team. KernBHRS shall ensure beneficiary receives all covered DMC-ODS services. According to BHIN 21-032, if the beneficiary moves to a new county and initiates an inter-county transfer, the new county is immediately responsible for DMC-ODS treatment services.

F. Informing Materials:

1. Contractor shall provide clients with the KernBHRS template of the Beneficiary Handbook and the DMC-ODS Provider Directory at intake and upon request.

2. Contractor shall make the Beneficiary Handbook and the DMC-ODS Provider Directory available in English and Spanish.

3. Contractor shall make the DMC-ODS Clinical Practice Guidelines available in print or electronically to clients upon request.

4. Contractor shall make written materials in English and Spanish available to clients with special needs, for example, visual disability or limited reading proficiency.

5. Contractor shall inform clients that information is available in alternative formats and how to access those formats. Contractor shall track requests for alternative formats and additional Beneficiary Handbooks in the KernBHRS provided template.

6. Contractor shall adopt and make available to all clients and prospective clients, a client bill of rights that meets the requirements of Behavioral Health Information Notice No: 23-045: California Ethical Treatment for Persons with Substance Use Disorder (SUD) Act: Implementation of Senate Bill 349 (SB 349).

G. Service Priority

1. Service Priority will be set in the following order:

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

b. Injecting drug users; and

c. All others.

H. Timeliness of Access into Treatment:

1. Contractor shall ensure to meet all applicable timeliness standards outlined in KernBHRS Policy 5.1.12, *Timeliness of Access to Services*.

2. Contractor shall have a system in place to address timeliness requirements. When Contractor's available assessment and first-time service appointments do not meet the standards for timeliness into treatment, SUD Access Line shall notify Contractor. Contractor shall coordinate to add appointments to bring appointment availability into compliance.

3. Contractor shall track all clients' initial request for services and follow-up services as outlined in KernBHRS Policy 5.1.12, *Timeliness of Access to Services*, using the current Tracking Log Application KernBHRS has available.

I. Contractor agrees to report information regarding program capacity and waiting lists by submitting a Drug Abuse Treatment Access Report (DATAR) to County as outlined in KernBHRS policy 5.6.24, *Substance Use Disorder Drug Abuse Treatment Access Reporting (DATAR)*.

J. There shall be no barrier to access based solely on the presence of a current or past co-occurring psychiatric or medical diagnosis, or solely due to the client receiving prescribed medication.

K. Admission and readmission criteria shall be in a written policy as stated in Paragraph XI.B of this document. Any exclusionary criteria shall be submitted to the KernBHRS SUD SOC Administrator for approval.

V. SERVICES

A. Description of Services: Contractor shall strive to provide all services in a welcoming, recovery-oriented, family inclusive, culturally competent, and co-occurring capable manner. Services will be provided according to the ASAM criteria in the continuum of care that ranges from early intervention to medically managed inpatient treatment and levels of care.

1. ASAM Level of Care 3.7 WM—Medically Monitored Inpatient Withdrawal Management:

a. Description: These services are provided to clients when medically necessary in an acute care hospital, chemical dependency hospital, or a free-standing psychiatric hospital. This level of detoxification is provided for clients whose withdrawal symptoms are sufficiently severe, requiring 24-hour inpatient care and medical monitoring. Services are medically monitored, delivered under physician approved policies, physician monitored procedures, and clinical protocols. Services include twenty-four (24) hour evaluation and withdrawal management with observation, monitoring, and medication treatment. Patients must be examined by a physician, physician assistant or nurse practitioner within 24 hours of admission with appropriate laboratory and toxicology tests.

b. Services:

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

ii. Medically Monitored Inpatient Withdrawal Management Services will be comprised of daily clinical services, including an assessment completed on admission by nursing staff, toxicology testing, and a physician assessment with twenty-four (24) hours of admission.

iii. Contractor shall directly offer Medications for Addiction Treatment (MAT) for all clients diagnosed with a disorder treatable with FDA-approved medications and biological products at the time of assessment or reassessment.

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

c. Duration: Length of stay will be determined by individualized clinical need.

d. Treatment Goals: At the end of the inpatient stay, the client should acquire a period of abstinence and a willingness to participate in a residential or outpatient level of care to continue recovery efforts.

e. Transition to lower level of care: All individuals that exit inpatient care, successfully or unsuccessfully, shall receive additional SUD services within seven (7) calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form to coordinate for the individual's entry into a lower level of care within seven (7) calendar days of discharge. For unplanned discharges, contractor shall contact the SUD Access Line as soon as possible after the client leaves treatment to facilitate re-engagement into care.

2. ASAM Level of Care 4.0 WM—Medically Managed Inpatient Withdrawal Management Services:

a. Description: These services are provided to clients when medically necessary in an acute care hospital, chemical dependency hospital, or a free-standing psychiatric hospital. This level of detoxification is provided for clients whose withdrawal symptoms are sufficiently severe, requiring 24-hour inpatient care and medical management. Services are medically managed,

directed by a physician with the involvement of appropriate medical staffing (Registered Nurses, Nurse Practitioners, Physician Assistants, etc.). Services include twenty-four (24) hour evaluation and withdrawal management with observation, monitoring, and medication treatment. Patients must be examined by a physician, physician assistant or nurse practitioner within 12 hours of admission with appropriate laboratory and toxicology tests.

b. Services:

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

ii. Medically Managed Inpatient Withdrawal Management Services will be comprised of daily clinical services, including an assessment completed on admission by nursing staff, toxicology testing, and a physician assessment with twenty-four (24) hours of admission. Services must also include the availability of interdisciplinary team of clinicians such as social workers, mental health workers, psychologists, etc. to assess and treat the client as required.

iii. Contractor shall directly offer Medications for Addiction Treatment (MAT) for all clients diagnosed with a disorder treatable with FDA-approved medications and biological products at the time of assessment or reassessment.

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

c. Duration: Length of stay will be determined by individualized clinical need.

d. Treatment Goals: At the end of the inpatient stay, the client should acquire a period of abstinence and a willingness to participate in a residential or outpatient level of care to continue recovery efforts.

e. Transition to lower level of care: All individuals that exit inpatient care, successfully or unsuccessfully, shall receive additional SUD services within seven (7) calendar days of discharge. For planned discharges, contractor shall communicate with the SUD Access Line via the Treatment Modification form to coordinate for the individual's entry into a lower level of care within seven (7) calendar days of discharge. For unplanned discharges, contractor shall contact the SUD Access Line as soon as possible after the client leaves treatment to facilitate re-engagement into care.

B. Coordination and Continuity of Care

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

a. All clients receiving DMC-ODS services from Contractor shall have, or, if under twenty-one years of age, be at risk of developing a substance use disorder.

b. Contractor shall identify mechanisms to assess all clients, produce, and maintain a problem list for those clients that have a substance use disorder. The problem list shall:

i. Be developed with client participation, and in consultation with any providers or significant support person caring for the client.

ii. Be developed by a person trained in person-centered planning using a person-centered process and plan, as defined in 42 CFR §441.301(c)(1). Relias course “Person-Centered Planning in Behavioral Health” (REL-BHC-0-PCPBH) is recommended for direct service provider staff.

iii. Be in accordance with quality assurance and utilization review standards.

iv. Be reviewed and revised at any point in treatment by all service providers acting within their scope of practice, as client’s circumstances or needs change, at the request of the client, or at generally accepted standards of practice per DHCS BHIN 23-068.

v. List symptoms, conditions, diagnosis, social drivers, and/or risk factors identified through assessment, evaluations, crisis encounters, or other types of service encounters as per DHCS BHIN 23-068.

c. Contractor shall have procedures in place to deliver care and to coordinate services for all clients.

d. Clients shall have a designated primary server and be provided with contact information for primary server.

e. Contractor shall assure uninterrupted transitions in level of care, other healthcare services, and community and social support services.

f. Contractor shall meet the standards of timeliness into treatment.

g. Contractor shall maintain and share, as appropriate, the client health record in accordance with professional standards.

h. Contractor shall ensure that in the process of coordinating care, each client’s privacy is protected in accordance with the privacy requirements in 45 CFR parts 160 and 164 subparts A and E and 42 CFR Part 2, to the extent that they are applicable.

2. Treatment Modifications:

a. Contractor shall request a treatment modification from the SUD Access Line following the established process in the “Guide to Level of Care Modification.” A treatment modification is completed when an LPHA determines that a client is:

1. Ready to transition to a lower level of care; or

2. The needed level of care is not available in the program where the client is being served.

b. Services shall continue at the assigned program and level of care until the treatment modification form is approved, and an appointment can be secured at the requested level of

care. The SUD Access Line will communicate with the requesting provider so that the client can be informed of the new provider location and appointment date and time.

c. The requesting provider will assist the client to transition to the newly approved level of care.

d. The requesting provider shall not make direct referrals to other SUD treatment providers.

C. Changed Information: Contractor is required to participate in KernBHRS's system-wide suicide prevention initiative. This participation includes but is not limited to mandatory screening of clients at all contacts (unless less frequent screenings are indicated) assessing, and treating individuals identified as at risk according to the Zero Suicide Protocol as outlined in Policy 5.1.32, Zero Suicide Protocol for Suicide Safe Care.

VI. CLINICAL COMPONENTS

1. Contractor is required to use the KernBHRS assessment template or an approved American Society of Addiction Medicine (ASAM) Criteria based assessment.

2. The assessment shall include a typed or legibly printed name, signature of the service provider, provider's title (credentials) and date of signature.

3. The assessment shall include the provider's determination and recommendation for ASAM Level of Care and medical necessity, and recommendation for services and additional provider referrals as clinically appropriate. The problem list and progress notes shall support the medical necessity of each service provided.

4. The assessment is an individual session conducted by a Licensed Practitioner of the Healing Arts ("LPHA"), or license-eligible LPHA using a Department-approved tool, based on ASAM Criteria dimensions and risk ratings. The assessment is used to determine medical necessity, eligibility, and level of care for SUD treatment services. The session may be conducted by phone, telehealth, or in the office. Initial assessment may be conducted in person (face to face), by telehealth (synchronous audio and video), or by telephone (synchronous audio only).

5. The assessment may be completed with the client alone, or with a supportive family member, if indicated and with the appropriate authorization to release information.

6. The assessment interview is conducted for developing a biopsychosocial profile of the client and shall include the six (6) ASAM Criteria dimensions of withdrawal potential, medical conditions, emotional cognitive or psychiatric, motivation for recovery, continued relapse/problem potential, and recovery environment.

7. The assessment must be completed in a manner that considers the client's age, gender, ethnicity, sexual orientation, stage of change, and all cultural or special needs.

8. The assessment is the foundation for the development of the problem list and the initiation of clinical services.

9. Contractor shall ensure that individuals are referred to any additional indicated levels of care identified through the assessment, during the intake appointment. Contractor shall communicate with

the SUD Access Line to provide additional referrals to additional levels of care based on assessment results.

B. Medical Necessity of Services

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

C. Problem List

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

D. Physical Exams

1. Clients are required to have a physical examination. The physician, or qualified medical staffing, shall conduct a physical exam to determine eligibility for inpatient withdrawal management services. A physician shall document in the EHR to support that they have completed a physical exam or reviewed the physical examination results with printed name, signature, and date.

2. The physical examination results are to be uploaded in the electronic health record.

E. Progress Notes

1. Providers shall create progress notes for the provisions of all treatment services. Each progress note shall provide enough detail to support the service code selected for the service type as indicated by the service code description.

a. Should more than one provider render a service to either a single client or a group, at least one progress note per client must be completed. The note must be signed by at least one provider. The progress note shall clearly document the specific interventions/involvement and duration of direct patient care for each provider of the service.

2. Progress notes shall include:

a. The type of service rendered.

b. A narrative describing the service, including how the service addressed the client's behavior health need (i.e. symptom, condition, diagnosis, and/or risk factors).

c. The date that the service was provided to the client.

d. Duration of direct patient care for the service, including travel and documentation time.

e. Location/Place of the service.

f. A typed or legibly printed name, signature of the service provider and date of signature.

g. Next steps including, collaboration with the client, collaboration with the other provider(s) and any update to the problem list as appropriate.

3. Providers shall complete progress notes within three (3) business days of providing a service, except for crisis services notes, which shall be completed within one (1) calendar day. The day of the service shall be considered day zero (0).

4. Providers shall complete a daily progress note for inpatient services that are billed daily.

5. When a group service is rendered, a list of participants is required to be documented and maintained by the plan or provider. Should more than one provider render a group service, one progress note may be completed for a group session and signed by one provider. While one progress note with one provider signature is acceptable for a group activity where multiple providers are involved, the progress note shall clearly document the specific involvement and the specific amount of time involvement of each provider of the group activity, including documentation time. All other progress note requirements listed above shall also be met.

F. Discharge Planning

1. Contractor shall ensure that a discharge plan is prepared with each client leaving the program, beginning prior to the expected discharge date. The discharge plan shall provide information related to the client's progress made in treatment, plans to support abstinence, and shall include provision for continuing medical care, behavioral health care and recovery services, when appropriate.
2. Contractor shall coordinate with the case manager and SUD Access Line to ensure the pending transition in treatment is smooth and timely prior to discharge.
3. The discharge plan shall be completed with the participation of the client.
4. A copy of the discharge plan shall be maintained in the client record. A KernBHRS-approved Discharge Summary shall be completed, and must contain at a minimum:
 - a. Reason for the discharge and type of discharge;
 - b. Duration of treatment;
 - c. Narrative summary of the treatment episode that addresses the six (6) dimensions of the ASAM Criteria;
 - d. Current alcohol and/or drug use;
 - e. Vocational/educational achievements;
 - f. Legal status;
 - g. Living situation and/or support system;
 - h. Client's prognosis and plan for continued recovery;
 - i. Transfer and referral information; and
 - j. Client's comments.
5. A KernBHRS- SUD Discharge Summary shall be completed within the body of the service note for all discharges regardless of treatment outcome.

G. Individual Counseling

1. Individual counseling is a contact between the client alone or with a significant other, and a clinician. Each counseling session shall focus on one (1) (or more, if applicable) of the following topics:
 - a. Completion of the assessment process;
 - b. Evaluation of progress related to the client's problem list and identification of new issues pertinent to recovery from substance use;
 - c. Crisis intervention related to imminent relapse risk; or

d. Development of a plan for discharge from treatment.

2. Crisis Intervention visits are contacts between a therapist or counselor and a client in crisis, which focus on alleviating immediate crisis problems specifically related to an actual relapse or an unforeseen event or circumstance, which presents an imminent threat of relapse or significant risk of harm to self or others. Crisis intervention services shall be limited to stabilization of the client's emergency.

3. All individual counseling sessions must be documented in the client record in conformance with a KernBHRS-approved format and include at minimum: date and duration of the service; identification of the problem list problem addressed; interventions provided, client's response/participation in service, next step; and the clinician's signature and title.

4. To monitor progress throughout the treatment episode, individual counseling sessions shall be provided in accordance with the client's individualized problem list, ASAM evaluation, using clinical judgement and clinician discretion. The minimum requirements are listed below:

a. Clients will receive a minimum of one (1) weekly individual counseling session to monitor progress along the six (6) ASAM dimensions and consider whether the client can transition to a lower level of care.

H. Group Counseling:

1. Group counseling is defined as a face-to-face contact in which one (1) or more counselors treat two (2) or more clients at the same time, focusing on the needs of the clients. Clinical groups shall consist of at least two (2) clients but not more than twelve (12) clients, with a minimum of one (1) Drug Medi-Cal funded client.

2. All group counseling sessions shall be documented in the client record. Documentation shall conform to a KernBHRS-approved format and include, at minimum: the date and duration of the service; identification of the problem area and interventions provided to address it including any EBPs utilized; action plan; and the clinician's signature and title.

3. Group counseling services shall be provided at a minimum of one (1) time weekly. More frequent group services may be provided based on clinical need and/or judgement. A group sign-in sheet shall document client attendance and shall conform to all Title 22 requirements all applicable BH Informational Notices.

I. Patient Education:

This service consists of providing research-based education on addiction, treatment, recovery, and associated health risks. Psycho-educational groups are designed to educate clients about substance use, and related behaviors and consequences. Psycho-educational groups provide information designed to have a direct application to clients' lives, to instill self-awareness, suggest options for growth and change, identify community resources that can assist clients in recovery, develop an understanding of the process of recovery, and prompt people using substances to take action on their own behalf. Services may include topics including parenting, domestic violence, anger management, pre-natal and post-natal drug effects, and research-based health information. Human immunodeficiency virus (HIV) education and intervention topics should include the following:

1. Health Education

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

2. HIV Early Intervention Services

- a. Contractor shall directly provide, or arrange for the provision of, HIV early intervention services to clients in substance use disorder treatment programs. Early intervention with respect to HIV disease is defined by Title 42, United States Code, Section 300x-24(b) (7) (B) as: Pre-test counseling, testing clients with respect to such disease, and appropriate post-test counseling.
- b. All programs shall ensure that a confidential area is provided for pre/post-test counseling and collection of specimens for testing purposes.
- c. HIV counselors may attend group alcohol and other drug (AOD) treatment sessions for the purposes of providing HIV education and offering testing services in a confidential manner.
- d. Early intervention services for HIV disease must be undertaken voluntarily by, and with the informed consent of, each client. In addition, accepting such services cannot be a requirement of receiving substance use disorder treatment or any other such services.
- e. Documentation related to clients receiving HIV testing and counseling shall be documented in accordance with KernBHRS Policy 10.1.6.
- f. Contractor shall ensure that health education materials are current, available, and accessible, in English and Spanish versions.

J. All services shall be provided face-to-face or by telehealth, when appropriate.

1. If a visit is provided through telehealth (synchronous audio or video) or telephone, the provider is required to obtain consent for the telehealth or telephone service, at least once prior to initiating applicable health care services via telehealth to a client; an explanation that the clients have the right to access covered services that may be delivered via telehealth is voluntary and that consent for the use of telehealth can be withdrawn at any time by the client without affecting their ability to access covered services in the future; an explanation of the availability of Medi-Cal coverage for transportation services to in-person visits when other available resources have been reasonably exhausted; and the potential limitations or risk related to receiving services through telehealth as compared to an in-person visit, to the extent any limitations or risks are identified by the provider. The provider must document in the patient Electronic Health Record the provision of this information and the client's verbal or written acknowledgement that the information was received.
2. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in an inpatient facility shall be in-person.

K. Contractor shall review and reference KernBHRS Policy 5.1.14, *Service Code Descriptions*, for detailed service code descriptions and scope of practice information.

VII. COMMUNICATION WITH REFERRING AGENCIES

A. A current and valid consent to release information must be documented in the EHR before there is any communication with a referring agency if the client requests such communication.

B. Contractor shall work collaboratively with the referring agency to address client needs, including but not limited to, vocational, employment, physical health care, etc. throughout treatment.

VIII. OTHER TREATMENT RELATED SERVICES

A. Drug Testing

1. Clinical Drug Testing: All substance use disorder programs shall include drug testing as a part of their usual clinical procedures in addition to any court-ordered drug testing requirements. Contractor shall obtain and maintain current a Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver (if applicable to the facility) to conduct drug testing onsite and maintain a current copy of CLIA certificate with Kern BHRS SUD SOC Administrator or designee. Drug testing shall be conducted at the beginning of inpatient withdrawal management treatment and additional testing may occur at random for cause or as clinically necessary for treatment.

a. Clinical drug testing is administered as a therapeutic tool in treatment to address denial of substance use disorder and address substance use behavior with clients. Programs may refer to the consensus document by the American Society of Addiction Medicine, *Appropriate Use of Drug Testing in Clinical Addiction Medicine* for additional guidance.

b. Tests may be conducted through urine, or oral fluid (saliva), hair or blood. At a minimum, a five-panel screen must be administered.

c. Programs must advise clients upon admission that they are subject to testing according to the program policy and to enhance treatment services.

d. All positive test results must be discussed with the client, and such discussion shall be documented in the client record.

e. Program ordered drug testing shall be at no cost to the client.

2. Contractor shall adhere to the Urine Surveillance standards specified in the State of California Standards for Drug Treatment Programs, 1981. Programs must have in place a policy specifying drug testing procedures. The policy must address the following:

a. Handling of client relapses;

b. Description of the conditions under which testing will occur, i.e. random draw, after an unexcused absence, prior to discharge;

c. Procedures established to protect against the falsification and/or contamination of any urine sample; and

d. Stipulation that the urinalysis result will be documented in the client's file.

B. Clinician Consultation Services:

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

C. Care Coordination

1. Care coordination services are defined as a service to assist a client in accessing needed medical, educational, social, pre-vocational, vocational, rehabilitative, or other community services. These services focus on coordination of substance use disorder care; integration into primary care, especially for clients with chronic substance use disorders; and interaction with the criminal justice system, if needed.
2. Contractor shall inform clients about care coordination service availability. Contractor shall make referrals to the SUD Access Line for care coordination service on behalf of the client when needs are identified. Contractor shall collaborate with KernBHRS care coordination teams to coordinate care.
3. Care coordination services offered by Contractor may be provided by an LPHA, a registered SUD counselor, or a certified SUD counselor.
4. Care coordination services may be provided in person, by telehealth, or by telephone with the client in any appropriate setting in the community.
5. Care coordination services include:
 - a. Communication, coordination, referrals, and linkages to physical care;
 - b. Communication, coordination, referrals, and linkages to accessing, establishing, and maintaining appropriate behavioral health care;
 - c. Monitor the client's progress;
 - d. Assist the clients to access other services including vocational resources, educational services, or other community resources; and
 - e. Assist the clients in successful transitions between ASAM levels of care.

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

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

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

F. Sites of Service

1. Contractor shall advise the County Alcohol and Drug Program Administrator or designee in writing of any potential or planned changes to service locations and/or reductions in services provided within sixty (60) calendar days prior to the planned change.
2. Contractor shall take steps necessary to maintain required DHCS certifications and/or licensure of the site(s) at which services are provided or may be provided including but not limited to DHCS license, DMC Certification, ASAM designation, accreditation, etc.
3. Inpatient Medical Detoxification treatment contractors shall maintain a DMC certification, facility license, and obtain ASAM designation for each inpatient level of care provided. Contractor shall maintain a current copy of each required certification/license and provide a copy to the County Alcohol and Drug Program Administrator or designee. Contractor shall provide all current site certifications and fire clearance documentation to the KernBHRS SUD SOC Administrator and/or designee upon renewal.

G. Hours of Service

1. Contractor shall provide services at times that meet the needs of the clients. This should include evenings and weekends to increase treatment accessibility.
2. Hours of operation and emergency telephone numbers shall be posted in English, Spanish, and other languages that may be appropriate for the communities served at the main entrance and other entrances that clients may commonly access. This posting shall include at least the agency's own

crisis and after-hours phone number on the door. Similar information shall be available on a telephone answering device for after-hours and weekend coverage.

IX. SUCCESSFUL DISCHARGE FROM PROGRAM

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

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

X. DOCUMENTATION AND THE ELECTRONIC HEALTH RECORD

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

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

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

A. Contractor shall maintain necessary computer hardware and software to ensure that service data is entered into the Department EHR.

B. Contractor agrees to cooperate with outcomes management and reporting systems requirements for DHCS and KernBHRS.

C. Contractor shall meet the following minimum requirements to coordinate program documentation and access to the Department EHR:

1. All staff shall have a complete Staff Master Worksheet (SMW) submitted to KernBHRS SUD Division, or designee, to participate in, and/or receive access to, the Department EHR. This document contains staff category, name, credential, start date, and a request for access to organizations’ reporting units and subunits. Maintain all staff SMWs updated with KernBHRS SUD Division, or designee for Department EHR providers to continue participation and/or access.

2. Each clinical staff member (counselor, LPHA and license-eligible LPHA, MD, etc.) shall have a National Provider Identification (“NPI”) number to be eligible to bill for the services provided.

3. Contractor shall ensure all staff complete privacy and security training prior to participating in and/or accessing the Department EHR, and annually thereafter.

4. Contractor shall ensure that all staff with access to the Department EHR complete Department EHR SUD training as provided by KernBHRS and as required by the staff role and access to the Department EHR. Additional training may be required by KernBHRS if staff is associated with

multiple documentation deficiencies during KernBHRS audits, reviews, or other utilization review activities.

D. Additional requirements specific to clerical staff:

1. Clerical staff is responsible for the following:

- a. Editing the client demographic information for accuracy.
- b. Ensuring the accuracy of client financial information.
- c. Ensuring correct pay sources of third-party coverage and closing files upon discharge.
- d. Updating Client Program Assignments to the correct clinical staff responsible for the client chart.

E. Additional requirements specific to treatment staff:

1. Treatment staff are responsible for completing the following:

- a. CA ASAM
- b. Adult/Adolescent California Outcome Measurement System (CalOMS) standard admission standard discharge and annual update forms
- c. Diagnosis based upon Assessment/Reassessment
- d. Problem List
- e. Progress notes
- f. Progress Reports (if applicable)
- g. Admission Agreement
- h. Program Rules
- i. Consent for Treatment Form
- j. Coordinated Care Consent Form
- k. Consent for Text Communications Form
- l. Consent for Telehealth Form
- m. Releases of Information (for KernBHRS SUD Division, client's Medi-Cal managed care plan, and others as appropriate to coordinate care)
- n. My Recovery Plans (Discharge Planning)

2. LPHAs and license-eligible staff shall conduct and document assessments, re-assessments and determine medical necessity.

F. Additional requirements specific to clinical supervisors:

1. Supervisors are responsible for completing training on Electronic Health Record reporting as it becomes available through KernBHRS. Reports to be reviewed include, but are not limited to:

- a. Caseload Reports – to manage caseloads efficiently.
- b. Pending Progress Note Report - to monitor documented services that are not signed and ensure documentation timeliness standards are met.
- c. Services with Errors Reports – to monitor documented services that have errors and ensure these are corrected promptly for services to move to complete status.
- d. Diagnosis Errors Reports – to ensure that all enrolled clients have an active and accurate diagnosis
- e. Program status reports – to ensure that clients in “Requested” status are transitioned to “Enrolled” to ensure billing or discharged appropriately.
- f. Additional reports as they become available.

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

H. Timeliness of Documentation

1. Contractor is responsible for compliance with medical record standards as defined by KernBHRS. All clinical service documentation shall be entered and completed in the electronic health record in a timely manner from the date of service and in accordance with BH Information Notice No. 23-068 and subsequent updates, as follows:

- a. Service Progress Notes - shall be completed for all daily treatment and withdrawal management services within three (3) business days of the service date for routine services and one (1) calendar day for crisis services.

XI. REQUIRED POLICIES AND PROCEDURES

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

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

B. Admission and Readmission Criteria

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

C. Client Fees

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

D. Confidentiality/Information Sharing

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

E. Cultural Competence

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

F. Grievance Procedure

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

- a. To file with KernBHRS contact:

Discrimination Grievance Coordinator
KernBHRS Patients' Rights and Family Advocacy
PO Box 1000 Bakersfield, CA 93302
Telephone number: 844-360-8250 (TTY 711)

Fax: 661-836-8143
BHRSPatientsRights@KernBHRS.org

b. To file with DHCS Office of Civil Rights contact:

Office of Civil Rights
Department of Health Care Services
P.O. Box 997413, MS 0009
Sacramento, CA 95899-7413
(916) 440-7370
CivilRights@dhcs.ca.gov

c. Discrimination based on race, color, national origin, sex, age, or disability can be filed directly with either KernBHRS, DHCS Office of Civil Rights, as described above, or by contacting the United States Department of Health and Human Services Office of Civil Rights electronically at <https://ocrportal.hhs.gov/ocr/smartscreen/main.jsf> or by phone or mail at:

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

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

G. Morbidity and Mortality

1. Contractor shall have a written procedure or policy for reviewing cases involving the following events as outlined in KernBHRS Policy #5.1.9: death other than suicide; death by suspected or known suicide; medication errors; and suicide attempts.

a. Contractor shall assign a Morbidity and Mortality Reviewing Committee to review Morbidity and Mortality cases and make recommendations to continuously improve quality of care.

b. Contractor shall review the event within thirty (30) calendar days of the incident or learning of the incident.

c. The incident must be reported on the KernBHRS form "Morbidity and Mortality Summary - Contract Provider" located in KernBHRS Policy #5.1.9.

d. Contractor shall make initial report of event through an Unusual Occurrence Report, as specified by Policy #11.1.1, within two (2) business days of the occurrence. Contractor shall complete the "Morbidity and Mortality Summary - Contract Provider" report within thirty (30) calendar days from incident and submit it to KernBHRS SOC Administrator or designee.

H. Treatment Perceptions Survey:

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

procedure outlining the process for administering the Treatment Perceptions Survey. The policy or procedure must include the following:

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

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

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

I. Point in Time Survey:

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

J. Program Integrity:

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

1. Provision for promptly reporting to KernBHRS and DHCS all overpayments identified or recovered, specifying the overpayments due to fraud.
2. Provision to report to KernBHRS when receiving information about changes in a client's circumstances that may affect the client's eligibility including a change in the client's residence and/or the death of a client.
3. Service Verification: Provision for a method to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by clients and the application of such verification processes on a regular basis.
4. If Contractor makes or receives annual payments under this agreement of at least \$5,000,000, provision for written policies for all employees of the entity, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other federal and state laws described in section 1902 (a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
5. Provision for the prompt referral of any potential fraud, waste, or abuse that Contractor identifies to the Department Medicaid program integrity unit or any potential fraud directly to the State Medicaid Fraud Control Unit.
6. The Fraud, Waste, or Abuse Provision that states KernBHRS reserves the right to suspend payment to any network provider for which DHCS determines there is a credible allegation of fraud in accordance with 42 CFR §455.23.
7. Program Complaints: Contractor shall comply with the reporting requirements outlined in KernBHRS Policy #5.6.27. All program complaints received by Contractor regarding a DMC certified

facility shall be forwarded to the KernBHRS SUD SOC Administrator or designee and to DHCS as outlined in the policy.

a. Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities, and counselor complaints may be made by completing a Complaint form, which is available and may be submitted online: <http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

b. Suspected Medi-Cal fraud, waste, or abuse shall be reported to DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

XII. STAFFING STANDARDS

A. Counselor Certification Requirements

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

B. Program Staffing and Supervision

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

1. AOD counseling staff: Contractor shall ensure that all AOD counseling staff members have the necessary credentials and expertise to perform assigned tasks, in accordance with the following requirements:

a. A minimum of thirty percent (30%) of the primary alcohol and drug counselors will be certified by a DHCS approved counselor certification agency. LPHA and license-eligible staff are considered certified counselors for the purpose of this ratio.

b. One hundred percent (100%) of all non-certified alcohol and drug counselors shall be registered with a DHCS approved counselor certification agency prior to initial date of hire.

c. Registered counselors will have completed at a minimum:

i. Seventy-five percent (75%) of the formal Alcohol and Other Drug (AOD) classroom hours of instruction; or

ii. A bachelor's degree from an accredited college or university in behavioral science or related field and one hundred sixty (160) supervised hours in a counseling setting.

d. Registered staff shall have direct supervision by certified staff while counseling clients.

e. Certified and registered AOD counselors will be able to provide individual counseling, group counseling, care coordination and recovery services.

f. Staff performing observations must comply with applicable California State withdrawal management training requirements.

2. LPHAs include the following:

a. Physician (MD or DO), Nurse Practitioner (NPs), Physician Assistants (PAs), Registered Nurses (RNs), Registered Pharmacists (RPs), Licensed Clinical Psychologists (LCPs), Licensed Clinical Social Workers (LCSWs), Licensed Professional Clinical Counselors (LPCCs), Licensed Marriage and Family Therapists (LMFTs), License-Eligible Practitioners working under the supervision of licensed clinicians. Contractor shall ensure that all LPHA staff members have the necessary credentials and expertise to perform assigned tasks, in accordance with the following requirements:

i. Licensed, waived, and/or registered with the appropriate agency.

ii. License-Eligible practitioners shall provide services under the direction of a licensed professional in accordance to applicable regulations.

iii. Staff performing observations must comply with applicable California State withdrawal management (WM) training requirements, including those specifically outlined in Behavioral Health Information Notice 21-001:

a) Staff must complete six (6) hours of orientation training that covers the needs of residents who receive WM services for personnel providing WM services or monitoring or supervising the provision of these services;

b) Staff must repeat orientation training outlined in (a) within fourteen (14) calendar days of return if staff is returning to work after a break in employment of more than 180 consecutive calendar days;

c) On an annual basis, staff must complete eight (8) hours of training that covers the needs of residents who receive WM services;

d) Documentation of trainings must be maintained in personnel records and personnel training shall be implemented and maintained by the licensee pursuant to the California Code of Regulations, Title 9, Section 10564(k).

e) LPHAs, acting within their scope of practice, will be required to conduct intake/assessments, determination of medical necessity, create and update Problem List, and conduct re-assessments.

3. Medi-Cal Peer Support Specialists

a. A Medi-Cal Peer Support Specialist shall be an individual in recovery with a current State approved Medi-Cal Peer Support Specialist Certification Program certification. The individual must meet all other applicable California state requirements, including ongoing education requirements.

b. A Medi-Cal Peer Support Specialist shall provide services under the direction of a Behavioral Health Professional (BHP). As defined by BHIN 21-075 a BHP is licensed, waived, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of DMC-ODS or Specialty Behavioral health Services.

c. Supervision may be provided by a Medi-Cal Peer Support Specialist Supervisor who must meet the standards set forth in BHIN 21-041.

C. Personnel Files

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

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

D. Staff Competencies

1. Contractor understands that most individuals in substance use disorder treatment may have a current or past co-occurring mental health condition. Contractor shall require staff to obtain training on co-occurring psychiatric disorders to continuously improve the quality of services that are provided within each program. Training topics may include review of specific disorders, evidence-based practices, and treatment approaches that include medications.
2. Contractor must ensure that treatment for co-occurring psychiatric conditions is addressed during SUD treatment, and that staff encourage clients to follow through with services with other treatment providers including therapy, psychiatric evaluations, psychiatric medication management, lab work, etc.
3. Contractor staff working with target population(s) (i.e.- perinatal women, youth, etc.) shall have experience and/or training to show competency for working with the specified target population. Experience and/or training shall be documented in the personnel file.

XIII. MEETING REQUIREMENTS

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

XIV. TRAINING REQUIREMENTS

A. Relias is a training platform available to Contractor through KernBHRS. This platform serves as a training resource, with on demand classes and continuing education level courses, and is also used to monitoring training compliance. Contractor shall enroll staff in Relias to participate in these training resources.

B. Contractor shall have staff representation at County-offered training sessions that are applicable to the services performed in this agreement and/or Contractor may participate in an in-house training approved by the Board of Behavioral Sciences.

C. ASAM Criteria Training: All direct service staff shall be trained in ASAM Criteria Training prior to delivering SUD treatment services. Direct service staff are required to complete the following: Two e-Training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care" from The Change Companies®.

D. Evidence Based Practices (EBP's): Contractor shall, for all contracted modalities of treatment, incorporate Evidence Based Practices. DHCS and County approved EBP's include the following: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education. Credit for courses other than the EBPs named above shall not be granted unless course is approved by KernBHRS.

1. Contractor shall select two (2) evidence-based practices (EBPs) for each contracted modality of treatment; and

2. Ensure that direct service staff are trained in two (2) EBPs for each modality of treatment for which staff will provide direct services. Staff training requirements are as follows:

a. An introductory, foundational, and in-depth course for each selected EBP is required to prepare staff to put skills into practice. These one-time courses need to be at minimum six continuing education (6 CE) units each and completed any time prior and no later than the first twelve (12) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services (*please note that courses meeting this requirement are not available in the Relias training system*); and

b. Two (2) Relias training EBP courses, per designated modality, is required annually thereafter. A list of approved courses is listed within the *KernBHRS SUD Division Contractor Training Requirements Guide*.

E. Addiction Medicine Continuing Education: All LPHA (including both doctors and therapists) staff shall complete a minimum of five (5) hours of continuing education related to addiction medicine within three (3) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Courses will be assigned annually by KernBHRS.

F. Drug Medi-Cal Organized Delivery System (DMC-ODS)/Title 22 Training: Direct service staff and supervisor level staff shall complete the DMC-ODS/Title 22 Requirements Training within six (6) months

of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Staff are required to complete training approved by KernBHRS.

G. Co-Occurring Training: Direct service staff is required to complete one (1) Co-Occurring Disorder training in Relias within the first twelve (12) months of enrollment into the KernBHRS Relias training system. A list of approved courses is listed within the *KernBHRS SUD Division Contractor Training Requirements Guide*.

H. Medications for Addiction Treatment (MAT) Training: Direct service staff and supervisor level staff shall complete MAT training within six (6) months of enrollment into the KernBHRS Relias training system and beginning provision of DMC-ODS services and annually thereafter. Staff are required to complete MAT training in accordance with their agency's policies and procedures but not less frequently than annually.

I. Contractor shall maintain training documentation for all training requirements contained in this agreement and as specified in the *KernBHRS SUD Division Contractor Training Requirements Guide* for staff as follows (unless otherwise noted in this agreement):

1. File in the staff's personnel file, within seven (7) days, verification of all completed training required by this agreement. Verification documentation of training shall include name of course, source of training, CEs/CEHs earned, and completion date.
2. Trainings completed in Relias, or through a KernBHRS facilitated event may be verified with a Relias course transcript document.
3. Trainings completed through sources other than Relias or KernBHRS may be verified with a certificate of completion placed in the staff's personnel file and emailed to the SUD Provider Liaison Team at: SUDLiaison@KernBHRS.org

J. At a minimum 85 percent (85%) of all Contractor staff shall maintain a target completion rate of 85 percent (85%) of required training.

K. Contractor is subject to corrective action for non-compliance with training standards until Contractor is back in compliance.

1. Contractor shall write a Corrective Action Plan (CAP) for each non-compliance. That CAP shall be written as specified by KernBHRS.

XV. OTHER INPATIENT SERVICES GENERAL REQUIREMENTS

A. General Requirements

1. Contractor shall strictly adhere to and follow all applicable regulations and licensing standards in accordance with type of facility where services are being current version of the DHCS Perinatal Practice Guidelines, and BHIN No.: 23-001.

B. Admission Criteria

1. Contractor shall complete with each patient a signed and dated inventory of the patient's clothing, personal property, and give one (1) copy to the patient, while retaining one (1) copy for the case record. This inventory is to be updated, as necessary.

2. Contractor shall have written program rules with which clients are expected to comply.
3. Contractor shall provide all clients with an orientation to the program that includes an explanation of the program's services, client rights, rules, and performance expectations.
4. Contractor shall collect documentation from each client of a tuberculosis screening obtained no sooner than six (6) months prior to admission or during the course of treatment.
5. If the client is determined to be unsuitable for this level of care, the Contractor shall arrange for a referral to the SUD Access Line who will determine the appropriate course of action.

C. Staffing

1. Staffing shall be dependent on the time of day and intensity of recovery or treatment services provided.
2. Additional staffing requirements are contained in Paragraph XII, Staffing Standards within this agreement.
3. Staff performing observations in withdrawal management shall adhere to the applicable California State withdrawal management training requirements.

XVI. OUTCOME MEASURES

A. Treatment Successful Discharge: A minimum of thirty-five percent (35%) of adults enrolled in treatment will discharge with positive outcomes. Outcome will be measured quarterly through Department EHR data reports including clients discharged with a CalOMS discharge code 1, 2, 3, and 4 during the contract term.

B. Other DMC-ODS Evaluation: Contractor understands that UCLA will conduct statewide evaluation of the DMC-ODS Waiver, in which Kern County will participate. Evaluation will center around areas of 1) Access, 2) Quality, 3) Cost, and 4) Coordination. Contractors will ensure that staff provide accurate information in the following areas to facilitate this process:

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

9. Survey data

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

XVII. ADDITIONAL REQUIREMENTS FOR CONTRACTORS PROVIDING DMC-ODS SERVICES AND/OR USING SUBSTANCE USE PREVENTION AND TREATMENT BLOCK GRANT (SUPT) FUNDS

A. Additional Contract Restrictions: This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

B. HATCH Act: Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart, F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs: Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

D. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances: None of the funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

E. Debarment and Suspension: Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001. If Contractor subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

F. Restriction on Distribution of Sterile Needles: No SUPT funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

G. Health Insurance and Portability and Accountability Act (HIPAA) Act of 1996: All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies.

1. Trading Partner Requirements:

a. No changes. Contractor hereby agrees that for the personal health information (information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

b. No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915(b)).

c. No Unauthorized Uses. Contractor hereby agrees that for Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915(d)).

d. No changes to Meaning or Intent. Contractor hereby agrees that the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915(d)).

2. Concurrence for Test Modifications to HHS Transaction Standard: Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

3. Adequate Testing: Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies: Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention: Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log: Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

H. Nondiscrimination and Institutional Safeguards for Religious Providers: Contractor shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

I. Counselor Certification: Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

J. Cultural and Linguistic Proficiency: To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53https://thinkculturalhealth.hhs.gov/clas/standards>

K. Intravenous Drug Use (IVDU) Treatment: Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

L. Tuberculosis Treatment: Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to individuals receiving treatment.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

M. Trafficking Victims Protection Act of 2000: Contractor and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

N. Tribal Communities and Organizations: Contractor shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

O. Marijuana Restriction: Grant funds may not be used, directly or indirectly, to purchase, prescribe, or provide marijuana or treatment using marijuana. Treatment in this context includes the treatment of opioid use disorder. Grant funds also cannot be provided to any individual who or organization that provides or permits marijuana use for the purposes of treating substance use or mental disorders. See, e.g., 45 CFR. § 75.300(a) (requiring HHS to "ensure that Federal funding is expended . . . in full accordance with U.S. statutory . . . requirements."); 21 USC § 812(c) (10) and 841 (prohibiting the possession, manufacture, sale, purchase or distribution of marijuana). This prohibition does not apply to those providing such treatment in the context of clinical research permitted by the DEA and under an FDA-approved investigational new drug application where the article being evaluated is marijuana or a constituent thereof that is otherwise a banned controlled substance under Federal law.

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

Q. Adolescent Best Practices Guidelines: Contractor must utilize DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure The Adolescent Best Practices Guidelines can be found at: [0Guide/AdolBestPracGuideOCTOBER2020.pdf](#)

R. Byrd Anti-Lobbying Amendment (31 USC 1352): Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

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

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (29 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

U. State Law Requirements

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
4. No federal funds shall be used by the Contractor or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the Contractor or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

V. Additional Contract Restrictions

1. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.
2. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

W. Information Access for Individuals with Limited English Proficiency:

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

X. Subcontract Provisions: Contractor shall include all of the foregoing Section XIX provisions in all of its subcontracts. These requirements must be included verbatim in contracts with subrecipients and not through documents incorporated by reference.

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EXHIBIT B – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

NOTE:

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

AGREEMENT FOR PROFESSIONAL SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

INPATIENT MEDICAL DETOXIFICATION TREATMENT SERVICES

)

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

WITNESSETH:

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

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

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

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

1. TERM

This agreement shall commence on **July 1, 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.

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

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

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

14. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE

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

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

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

15. EXCLUSION REPORTING

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

16. REPORTING UNUSUAL OCCURRENCES

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

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

In addition, an Unusual Occurrence report is required when:

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

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

1. Death other than by suicide;
2. Death by suspected or known suicide;
3. Suicide attempt requiring Emergency Medical Treatment (EMT);
4. Suicide threat with intent or plan;
5. Tarasoff Report, i.e., client makes a threat to harm another person;
6. Aggressive/Threatening or destructive behaviors;

7. Intentional injury (not suicide attempt) requiring EMT;
8. Seclusion, restraint, or emergency manual/chemical containment;
9. Client or visitor in possession of a weapon at the treatment site;
10. Client unintentionally injured another client or visitor at a KernBHRS site or work-related site;
11. Client injured in a vehicular accident during treatment activities;
12. Slip, trips, falls, non-serious accidents not requiring immediate medical attention;
13. Natural disaster, environmental hazard or biohazard exposure while at treatment site;
14. Medication prescription and/or administration errors;
15. Medical health incident requiring immediate/urgent medical attention;
15. Client exposed to communicable disease while at treatment site;
16. Client exposed to infections (BBP, OPIM) while at treatment site;
17. Allegations of neglect, verbal, physical, sexual assault of client/visitor as reported;
18. Client/visitor is a victim of physical, sexual or verbal assault as observed / witnessed by staff;
19. Client/visitor is a perpetrator of physical, sexual, or verbal assault as observed / witnessed by staff;
20. Unauthorized/inappropriate access, use, disclosure or storage of PHI, PI, and/or PII;
21. PHI, PI, and/or PII compromised due to inadequate security measures or theft;
22. Allegations of unethical relationships, behaviors, or other unprofessional conduct or licensure violation by staff;
23. Observation and/or information regarding questionable or inappropriate staff behavior related to client or visitor's care;
24. Possibility or threat of legal action and/or negative media attention;
25. Client at PEC longer than 23:59 hours;
26. AWOL from facility, elopement, or wandering;
27. Unauthorized use and/or possession of legal or illegal substances; and
28. Allegations of client/visitor's property loss as reported.

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

17. CONFLICT OF INTEREST

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

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

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

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

18. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

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

19. TECHNOLOGY REQUIREMENTS

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

1. Based on programmatic requirements, as specified in Exhibit A, Contractor shall enter information into the KernBHRS electronic health record.
2. Contractor shall provide any billing services, which are not part of the entry of clinical documentation using direct data entry as specified in Exhibit A.
3. Contractor's staff shall be trained by the Department in the operation, procedures, policies, and all related uses of the KernBHRS electronic health record. In exceptional circumstances, the KernBHRS Administrator may authorize or direct Contractor to provide some or all elements of KernBHRS electronic health record training internally. The Technology Services Manager, or designee, must approve any requests for a contractor to provide any KernBHRS electronic health

record training. Staff who have not been trained will not be provided with a username and will not have access to the KernBHRS electronic health record system.

4. Prior to the training, Contractor's staff are to show proof of current Information Privacy and Information Security training completion. Staff who do not provide proof of current Information Privacy and Information Security training will be trained on use of the KernBHRS electronic health record but will not be provided with their username until Information Privacy and Information Security training is completed and verification submitted. The Director, or Director's designee, shall endeavor to provide as much advance notice as possible of required data or other information to be reported, but in no event shall such notice be less than fifteen (15) working days.

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

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

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

20. HIPAA/HITECH COMPLIANCE

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

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

C. The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this agreement may be required to provide for procedures

to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Contractor must provide to County, after request by County, written evidence that Contractor is in compliance with the HITECH Act and applicable HIPAA Regulations.

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

21. CONFIDENTIALITY

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

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

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

22. INDEMNIFICATION

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

23. IMMIGRATION REFORM AND CONTROL ACT

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

24. INSURANCE

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

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

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

A. Workers' Compensation and Employers Liability Insurance Requirements:

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

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

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

B. Liability Insurance Requirements:

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

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

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

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

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

C. Any self-insured retentions in excess of **ONE HUNDRED THOUSAND DOLLARS (\$100,000)** must be declared on the Certificate of Insurance or other documentation provided to county and must be approved by the County Risk Manager.

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

E. Cancellation of Insurance – The above-stated insurance coverages required to be maintained by Contractor shall be maintained until the completion of all of Contractor's obligations under this agreement except as otherwise indicated herein. Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after ten (10) days written notice in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. Such notice shall be by certified mail, return receipt requested. This notice requirement does not waive the insurance requirements stated herein.

Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

F. All insurance shall be issued by a company or companies admitted to do business in the State of California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County's Risk Manager.

G. If Contractor is, or becomes during the term of this agreement, self-insured or a member of a self-insurance pool, Contractor shall provide coverage equivalent to the insurance coverages and endorsements required above. County will not accept such coverage unless County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Contractor is equivalent to the above-required coverages.

H. All insurance afforded by Contractor pursuant to this agreement shall be primary to and not contributing to all insurance or self-insurance maintained by County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the county.

I. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this agreement or otherwise in law.

J. Failure by Contractor to maintain all such insurance in effect at all times required by this agreement shall be a material breach of this agreement by Contractor. County, at its sole option, may terminate this agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this agreement is insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this agreement.

25. SUBROGATION

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

A. Contractor may submit to the Department claims for Medi-Cal covered services rendered, but Contractor shall not make claims to or attempt to recoup the value of these services from the above-referenced entities.

B. Contractor shall notify the Department within ten (10) days of discovery of all cases that could reasonably result in recovery by the beneficiary of funds from a third-party, third-party insurance carrier, workers' compensation award, and/or uninsured motorist coverage.

26. REPRESENTATIONS

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

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

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

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

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

27. POLITICAL-RELIGIOUS ACTIVITY

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

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

28. NON-ASSIGNMENT AND SUBCONTRACTING

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

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

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

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

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

1. No subcontract terminates the legal responsibility of County to the state to ensure all activities under this contract are carried out.
2. All inpatient subcontracts shall require that subcontractors maintain necessary licensing and certification.
3. No person performing any service or providing any goods designated under this Contract shall participate in any political or religious activity on County time or in any manner involving the use of county property or expenditure of public funds nor conveying the implication of County endorsement or support for a candidate for local, state, or federal office. Notwithstanding the foregoing, nothing in this Contract shall be construed to unlawfully limit an individual's Constitutional rights. Accordingly, the limitations contained in this section are for the sole purpose of preventing proselytizing and politicking while engaged in the performance of services under this Contract
4. Each subcontract shall contain:
 - a. Full disclosure of the method and amount of compensation or other consideration to be received by the subcontractor from County.
 - b. Specification of the services to be provided.
 - c. Specification that the subcontract shall be governed by County and construed in accordance with all laws and regulations and all contractual obligations of County to the state DHCS.
 - d. Specification of the term of the subcontract including the beginning and ending dates, as well as methods for amendment, termination and, if applicable, extension of the subcontract. The subcontract must be subject to full or partial termination if Contractor's performance is inadequate.
 - e. Contractor's agreement to make all of its books and records, contracts, computer or other electronic systems of the subcontractor, or of the subcontractor's Contractor pertaining to the goods and services furnished or determination of amounts payable under the terms of the subcontract available for inspection, examination, evaluation, or copying by the Department, DHCS, United States Department of Health and Human Services (HHS), the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized representatives.
 - f. The subcontract shall also state that inspection shall occur at all reasonable times, at Contractor's place of business, or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least ten (10) years from the close of the state fiscal year in which the subcontract was in effect or from the date of completion or any audit, whichever is later. If the Department, DHCS, HHS, or the Comptroller General of the United States determines that there is a reasonable possibility of fraud or similar risk, they may inspect, evaluate, and audit the subcontractor at any time.
 - g. Contractor's agreement that assignment or delegation of the subcontract shall be void unless prior written approval is obtained from County.
 - h. Contractor's agreement to hold harmless both the state and beneficiaries in the event the County cannot or does not pay for services performed by the subcontractor pursuant to the subcontract.

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

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

29. NO THIRD-PARTY BENEFICIARIES

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

30. AUTHORITY TO BIND COUNTY

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

31. DISPUTE AND ISSUE RESOLUTION

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

B. The KernBHRS Administrator shall have fifteen (15) workdays from receipt of the notification to render a decision on the dispute. The KernBHRS Administrator may convene a conference between County and Contractor as part of the decision-making process. The KernBHRS Administrator and Contractor may agree to extend the time period for a decision by the execution of a written memorandum, signed by the parties, specifying the new time period. The decision made by the KernBHRS Administrator shall be in writing and shall contain sufficient factual data and documentary evidence to reasonably explain the decision.

C. If Contractor disputes the decision made by the KernBHRS Administrator, Contractor may request that the Director of KernBHRS, or the Director's designee, review the decision. Such request shall be in writing and received by the Director, or the Director's designee, within five (5) workdays of the date of the KernBHRS Administrator's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the KernBHRS Administrator's decision and any additional information Contractor deems necessary in support of its position. The Director, or the Director's designee, shall have fifteen (15) workdays from the date of receipt of Contractor's request to render a final administrative decision. The Director, or the Director's designee, may convene a conference between County and Contractor as a part of the decision-making process. The decision of the Director, or the Director's designee, shall be the final administrative decision.

Nothing in this agreement prevents Contractor from seeking judicial review of such a final administrative decision.

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

E. Contractor Appeal Process

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

1. The written appeal shall be submitted to County within ninety (90) calendar days of the date of receipt of the non-approval of payment or within ninety (90) calendar days of County's failure to act on the request in accordance with time frames required by the [California Code of Regulations, Title 9, "Provider Appeal Process."](#)
2. County has sixty (60) calendar days from its receipt of the appeal to inform Contractor in writing of the decision, including a statement of the reasons for the decision that addresses each issue raised by Contractor, and any action required by Contractor to implement the decision.
3. If the appeal is not granted in full, Contractor shall be notified of any right to submit an appeal to the state as required by the [California Code of Regulations, Title 9.](#)
4. If applicable, Contractor shall submit a revised request for County payment authorization within thirty (30) calendar days from receipt of County's decision.
5. If applicable, County shall have fourteen (14) calendar days from the date of receipt of Contractor's revised request for County payment authorization to submit the documentation to the Medi-Cal fiscal intermediary that is required to process County's payment authorization.
6. If County does not respond within sixty (60) calendar days to the appeal, the appeal shall be considered denied in full by the Mental Health Plan (MHP) and DMC ODS.

32. CHOICE OF LAW AND VENUE

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

33. NON-WAIVER

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

34. ENFORCEMENT OF REMEDIES

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

35. CAPTIONS AND INTERPRETATION

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

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

36. TIME OF ESSENCE

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

37. COUNTERPARTS

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

38. NON-COLLUSION COVENANT

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

39. ENTIRE AGREEMENT

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

40. NEGATION OF PARTNERSHIP

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

41. SEVERABILITY

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

42. TERMINATION

Either party may terminate this agreement in whole, with or without cause, upon thirty (30) days' prior written notice to the other party. In the event of termination of this agreement for any reason, County shall have no further obligation to pay for any services rendered or expenses incurred by Contractor after the effective date of the termination, and Contractor shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination. Should DHCS or any other oversight agency or KernBHRS determine that the delivery of service is unsatisfactory, KernBHRS may terminate the agreement in part or in whole.

43. IMMEDIATE TERMINATION

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

44. REQUIRED DOCUMENTS

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

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

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

45. SIGNATURE AUTHORITY

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

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

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

COUNTY OF KERN
Board of Supervisors

By: _____
Alison Burrowes, LCSW Director

By: _____
Chairman

APPROVED AS TO FORM:
Office of the County Counsel

CONTRACTOR

By: _____
_____, Deputy

By: _____
Signature Person, Title
“Contractor”

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AGREEMENT FOR PROFESSIONAL SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

INPATIENT MEDICAL DETOXIFICATION TREATMENT SERVICES

CONTRACT EXHIBITS

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

EXHIBIT C - SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

Kern County Administrative Bulletin



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. ¹ 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, employment applicant, or contractor

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

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 Kem 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 Kem 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

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

Free Speech Retained Expert:

Barry McDonald, (310) 506-4668; 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 CHECKLIST AND OUTLINE

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.** (A “canned” submission is one that is being repurposed from a previous proposal. Submission should be specifically written for this RFP.)
- 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 **January 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 of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.
- includes all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc.

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.