

COUNTY OF KERN
COMMUNITY CORRECTIONS
PARTNERSHIP (CCP)



REQUEST FOR PROPOSAL (RFP)
to provide Community-Based Services for
AB 109 Individuals in Kern County

DUE July 2, 2025

TIME Before 11:00 a.m.

**COUNTY OF KERN
COMMUNITY CORRECTIONS PARTNERSHIP**

**Request for Proposal to Provide:
Community-Based Services for AB 109 Individuals in Kern County**

The County of Kern is seeking qualified organizations to provide community services for Assembly Bill 109 (AB 109) individuals in Kern County.

The County may provide up to \$8,500,000 to qualified organizations to fund projects specifically intended to provide services that ensure positive outcomes for criminal justice offenders in Kern County with goals of reducing criminal recidivism and increasing public safety. All transitional housing providers must be an approved Quality Standards Provider by Behavioral Health and Recovery Services as a Sober Living Environment (SLE) facility and conform to all SLE guidelines.

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 County Probation Department
Lindy May, Departmental Analyst
Bakersfield, CA 93305
Telephone (661) 868-4110
lindymay@kernprobation.org

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Community-Based Services for AB 109 Individuals in Kern County”

Projected Timetable

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 May 21, 2025
Pre-Proposal Meeting June 17, 2025
Proposal Due Date July 2, 2025
Proposal Due Time Before 11:00 a.m.

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

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I. GENERAL INFORMATION

A. Project Background

Assembly Bill 109 (AB 109), the Public Safety Realignment Act of 2011, was signed into law by Governor Jerry Brown on April 4, 2011, and became effective October 1, 2011. This act, in addition to several trailer bills, made significant changes to the criminal justice system in California. For instance, AB 109 shifted oversight responsibilities of specific offenders that were non-violent, non-serious, and non-sex offenders to County level probation officers instead of State parole officers.

As a result of AB 109, many responsibilities that had been traditionally done by the State passed to the Counties. The bill's major changes include:

- Keeping non-violent, non-serious, non-sex offenders in county jails rather than state prisons;
- Placing non-violent, non-serious, non-sex offenders under county-level supervision after release;
- Limiting parole revocation time for these offenders to a maximum of 180 days and housing parole violators in county jail; and
- Providing counties with funds to implement these changes based on the rates they previously sent inmates to be incarcerated in state prisons.

Kern County's Community Corrections Partnership (CCP) was formed in 2011 to provide a consortium of members from the Kern County Sheriff's Office, Office of the District Attorney, Victim's Interest Representative, Office of the Public Defender, Probation Department, Department of Human Services, Behavioral Health and Recovery Services Department, Employers' Training Resource, Superior Court, Bakersfield Police Department, Superintendent of Schools, Board of Supervisors, non-profit organizations, and the public with the opportunity to meet, discuss, and strategize for the effective use of AB 109 funds to provide services to AB 109 individuals in Kern County.

The CCP Public Safety Realignment Act Plan includes funds for organizations to provide services to AB 109 individuals, with the goals of decreasing recidivism, enabling persons to reconnect with their family members, and contribute to their communities. Recidivism, in this context, is defined as the tendency to relapse into a previous negative condition or mode of behavior resulting in conviction of a new criminal offense. Research asserts that measurable decreases in recidivism and significant cost savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment by avoiding both immediate and future criminal justice costs.

To date, the CCP has awarded millions of dollars in contracts to numerous Community-Based Organizations (CBOs) providing services to male and female offenders reentering the community through sober-living environments, employment and vocational services, mentoring, and case management services.

The CCP is committed to partnering with CBOs and together making Kern County a safer place to live. Successful applicants will present projects that support the mission, vision, and values and statements of the CCP.

Mission Statement: The CCP is committed to working together in order to promote a safer community through effective strategies.

Vision Statement: The CCP provides leadership through the partnering agencies and partnerships with the community to encourage, support, and network effectively for a safer community by doing the following:

- Decrease criminal recidivism through data-driven decision making which addresses substance abuse, criminogenic factors and mental health issues;
- Increase offenders' successful reintegration into the community using research-based strategies and interventions;
- Encourage and support effective prevention strategies for members in the community;
- Create opportunities for self-sufficiency among offenders;

Values:

- **Community Safety:** The CCP is committed to decisions which prioritize a safe and secure community, which increases the quality of life for all people of Kern County.
- **Accountability:** The CCP holds itself and its partners to all established standards, agreements, and policies.
- **Fiscally Responsible:** The CCP believes in being good fiscal stewards of the public funds entrusted to the Partnership.
- **Research Matters:** The CCP recognizes the importance of outcome-driven decision making by implementing current research and evidence-based practices.
- **Transparency:** The CCP meetings are open to the public, all reports and agendas are available for review, and public input is welcomed.
- **Change:** The CCP acknowledges people can change when they are willing and provided with the opportunity and resources to succeed.

The impact of AB 109 has yielded a different population than existed in previous years. Offenders being released into the community are presenting more challenging issues and are requiring more intensive services, including medical and mental health care. The CCP's goal is to partner with CBOs that will provide a continuum of care to each offender being released and help them successfully and safely reenter into the community.

Proposers are highly encourage to review the AB 109 documents for information regarding Realignment in Kern County. Please visit the Kern County AB 109/CCP/Realignment website located at the [Kern County Probation Website](#).

DEFINITIONS

For the purpose of this RFP process, the following definitions apply:

Best Practices: a technique or methodology that, through experience and research, has proven to reliably lead to a desired result.

Community-Based Organization (CBO): a public or private nonprofit organization that is representative of the community and works to provide services to individuals previously incarcerated.

Evidence-Based Practice (EBP): refers to approaches and interventions that have been scientifically tested in controlled studies and proven to be effective. EBP implies that there is a definable outcome, it is measurable, and it is defined according to practical realities.

Sober Living Environment (SLE): refers to a facility that offers an alcohol-free and drug-free residence for individuals, during or following participation in a substance use disorder treatment program, without any on-site drug or alcohol treatment services. Any adult sober living environment operating in the County of Kern that receives County referrals or funds must be in possession of a certificate through the Behavioral Health and Recovery Services Quality Standards Program.

Promising Practice: a practice that has been identified as a specific action or set of actions that has demonstrated a high degree of success in its setting and the possibility of replication. It has the potential for becoming a best practice.

Reentry: the process of offenders reentering the community after a period of incarceration in prison or jail.

Request for Proposal (RFP): a document that specifies what an organization is looking for and solicits proposals for professional services from qualified Contractors.

On March 12, 2025, the CCP approved staff recommendations for this RFP to focus on the following target areas and percentages of funding:

Target Area No.	Target Area	% of Total Funding	Amount of Total Funding
1	Housing	75%	\$6,375,000
2	Educational/Vocational/Employment	12%	\$1,020,000
3	Case Management	7%	\$595,000
4	Other EBP's or Best Practices	6%	\$510,000

If not enough proposals score above 70% or not enough proposals are received for each target area, the Evaluation Committee has the flexibility to adjust those percentages and/or amounts.

B. Services Required of Successful Proposer

The County has developed the attached **Exhibit “A”** 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.

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 define 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) 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.

(state qualifying information with returned RFP response.)

Medicated Addiction Treatment (MAT) Participant Acceptance Preference

The County will also give additional scoring preference of 5% to Sober Living Environment (SLE) facilities that accept participants on Medications for Addiction Treatment (MAT). MAT are legitimate forms of treatment for substance use disorders and some clients may enter facilities on these medications and should be

permitted to continue to receive medications as supervised by medical professionals.

Unique Needs Participant Acceptance Preference

The County will give an additional scoring preference of 5% to proposals for Sober Living Environment (SLE) facilities which demonstrate in their proposal the acceptance of participants with unique needs. Unique needs include, but are not limited to, transgender participants, Penal Code 290 registrants, and other needs as the County deems necessary. A minimum of one provider accepting participants with unique needs is needed by the County to provide Sober Living Environment (SLE) services.

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)
 - A. Proposer's understanding of the RFP requirements and end result.
 - i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does proposal address all requested objectives & deliverables?
 - iii. Does proposal offer specific solutions that address problems and 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 plan 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, and duration of current and previous contracts?
 - D. Fees 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) day time 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 County Master Terms & Conditions

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP is the standard County Master Terms & Conditions 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 standard County master terms and conditions included in this RFP is for informational purposes and should not be returned with a Proposal; however, the Proposal shall include a statement that the proposer has reviewed the standard County master terms and conditions and either i) will agree to and accept the master terms and conditions contained therein if selected, or ii) indicate those specific provisions of the standard County master terms and conditions to which the proposer takes exception and why. Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant's Proposal.

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

continue negotiations or to award the bid to another Consultant and begin negotiations with that Consultant.

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

H. Insurance Requirements

Vendor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Vendor's actions in connection with the performance of Vendor's obligations, as required in this Agreement, shall secure and maintain insurance as described below.

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

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

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

- a. **Workers' Compensation and Employers Liability Insurance Requirement:**
In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

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

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

b. Liability Insurance Requirements:

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired, and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.
 - d) If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering sexual abuse or molestation. 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) per occurrence or claim 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 five (5) 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 five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
 - (5) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
- 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 partner agencies on behalf of the CCP/Executive Committee (EC). The partner agencies designated by the CCP/EC are Kern County Sheriff's Office, Kern County Probation Department, and Kern County Behavioral Health and Recovery Services who are acting on behalf of the CCP/Executive Committee.

K. Compensation

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

L. Statutes and Rules

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

M. Background Review

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

N. Organizational Conflict of Interest

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

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

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

1. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.

2. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.
3. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
4. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. Business Address

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

C. Corrections and Addenda

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

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

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to Kern County General Services – Purchasing, 1115 Truxtun Ave, 3rd Floor, Bakersfield, CA 93301, if the proposer has previously submitted a Proposal to the department).

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

D. Proposal Format and Contents

For ease of review and to facilitate evaluation, the Proposals for this project should be organized and presented in the order requested as follows:

1. Cover Page:

Include a letter of introduction signed by an authorized representative of the firm containing the following language:

- 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.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

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

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

If two or more firms are involved in a joint venture or association, the Proposal(s) should clearly delineate the respective areas of authority and responsibility of each party.

All parties signing the Agreement with the County shall be individually liable for the completion of the entire project even when the areas of responsibility under the terms of the joint venture or association are limited.

3. Qualifications and Experience:

This section is designed to establish the proposer as an entity with the ability and experience to operate the program, or provide the services, as specified in the RFP.

Provide specific information in this section concerning the firm's experience and qualifications (skill sets, contractor licensing, certifications etc) in the services specified in this RFP, preferably within the State of California. Include all of the following:

- The number of employees involved in providing services
- Number of years providing services
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of completed projects
- Skill sets

- Contractor licensing, if applicable
- Certifications, if applicable

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 of 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 client agencies for whom the services have provided.

Provide a list of all clients 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 client(s).

4. 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.

Include a statement of qualifications and resumes/backgrounds of key personnel assigned to the project, including training certifications of professional and non-professional personnel.

Proposer shall specifically provide the following information on all management, supervisory and other key employees who will be providing service:

- a. Name, business address and phone number
- b. Description of education
- c. General Experience
- d. Experience or education related to the RFP project
- e. Letters of Reference, if available

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

4a. Subcontractors:

County will consider proposed agreements that involve the firm's use of subcontractors. List all subcontractors you plan to use for this project and their relevant experience. Such subcontractors will be acting as independent contractors and not as agents of the County.

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

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe approach and methodology that will be used to address obstructions, constraints or roadblocks in the submitted proposal.
- d. List, and describe actions that will be done in order to comply and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.
- g. 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.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before January 1, 2026. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. 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.

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 CPI 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.**

7. 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.

8. Additional Information:

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

9. 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 or fax prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the 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 17, 2025, at 10:00 a.m. The meeting will be held at the Kern Behavioral Health and Recovery Services' Commonwealth Building located at 3300 Truxtun Avenue, Suite 106 – Training Services, East Training Room, Bakersfield, CA 93301. 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 six (6) written copies 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
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 2, 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.

EXHIBIT “A”

SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS

I. BACKGROUND

Assembly Bill 109 (AB 109), the Public Safety Realignment Act of 2011, was signed into law by Governor Jerry Brown on April 4, 2011. It became effective on October 1, 2011. This act, along with numerous trailer bills, made major changes to the criminal justice system in California. With these changes has come a large shift of responsibilities passed from the State to the Counties. The bill’s major changes include:

- Keeping non-violent, non-serious, and non-sex offenders in county jails rather than state prisons;
- Placing non-violent, non-serious, and non-sex offenders under county-level supervision after release;
- Limiting parole revocation time for these offenders to a maximum of 190 days and housing parole violators in county jail and,
- Providing counties with funds to implement these changes based on the rates they previously sent inmates to be incarcerated in state prisons.

Kern County’s Community Corrections Partnership (CCP) was formed in 2011 to provide a consortium of members from the Kern County Sheriff’s Office, Office of the District Attorney, Victim’s Interest Representative, Office of the Public Defender, Probation Department, Department of Human Services, Behavioral Health and Recovery Services, Employers’ Training Resource, Superior Court, Bakersfield Police Department, Superintendent of Schools, Board of Supervisors, non-profit organizations, and the public with the opportunity to meet, discuss, and strategize the effective use of AB 109 funds to provide services to AB 109 individuals in Kern County.

The CCP Public Safety Realignment Act Plan includes funds for organizations to provide services to AB 109 individuals, with the goals of decreasing recidivism, enabling persons to reconnect with their family members, and contribute to their communities. Recidivism, in this context, is defined as the tendency to relapse into a previous negative condition or mode of behavior resulting in conviction of a new criminal offense.

Research asserts that measurable decreases in recidivism and significant cost savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment by avoiding both immediate and future criminal justice costs.

To date, the CCP has awarded millions of dollars in contracts to numerous Community-Based Organizations (CBOs) providing services to male and female offenders reentering the community through sober-living environments, employment and vocational services, mentoring, and case management services.

The CCP is committed to partnering with CBOs and together making Kern County a safer place to live. Successful applicants will present projects that support the mission, vision, and values statements of the CCP:

Mission Statement: The CCP is committed to working together in order to promote a safer community through effective strategies.

Vision Statement: The CCP provides leadership through the partnering agencies and partnerships with the community to encourage, support, and network effectively for a safer community by doing the following:

- Decrease criminal recidivism through data-driven decision making which addresses substance abuse, criminogenic factors, and mental health issues.
- Increase offenders' successful reintegration into the community using research-based strategies and interventions.
- Encourage and support effective prevention strategies for members in the community.
- Create opportunities for self-sufficiency among offenders.

Values:

- Community Safety: the CCP is committed to decisions which prioritize a safe and secure community, which increases the quality of life for all Kern County.
- Accountability: the CCP holds itself and its partners to all established standards, agreements, and policies.
- Fiscally Responsible: the CCP believes in being good fiscal stewards of the public funds entrusted to the Partnership.
- Research Matters: the CCP recognizes the importance of outcome driven decision-making by implementing current research and evidence-based practices.
- Transparency: the CCP meetings are open to the public, all reports and agendas are available for review, and public input is welcomed.
- Change: the CCP acknowledges people can change when they are willing and are provided with the opportunity and resources to succeed.

The impact of AB 109 has yielded a different population than existed in previous years. Offenders that are being released into the community present more challenges and require more intensive services, which include medical and mental health care. The CCP's goal is to partner with CBOs that will provide a continuum of care to each offender that is released and help them successfully and safely reenter the community.

Proposers are highly encouraged to review the AB 109 documents for information regarding Realignment in Kern County. Please visit the Kern County AB 109/CCP/Realignment Website location at the [Kern County Probation Department website](#).

DEFINITIONS

For the purposes of this RFP process, the following definitions apply:

Best Practices: a technique or methodology that, through experience and research, has proven to reliably lead to a desired result.

Community-Based Organizations (CBO): a public or private nonprofit organization that is representative of the community and works to provide services to individuals previously incarcerated.

Evidence-Based Practice (EBP): Refers to approaches and interventions that have been scientifically tested in controlled studies and proven effective. EBP implies that there is a definable outcome, it is measurable, and it is defined according to practical realities.

Sober Living Environment (SLE): refers to a facility that offers an alcohol-free and drug-free residence for individuals, during or following participation in a substance use disorder treatment, without any on-site drug or alcohol treatment services. Any adult sober living environment operating in the County of Kern that receives County referrals or funds must be able to obtain and maintain a Behavioral Health and Recovery Services Quality Standards Program Certificate, issued through the Housing Services Division.

Promising Practice: a promising practice has been identified as a specific action or set of actions that has demonstrated a high degree of success in its setting and the possibility of replication. It has the potential to become a best practice.

Reentry: the process of offenders reentering the community after a period of incarceration in prison or jail.

Request for Proposal (RFP): a document that specifies what an organization is looking for and solicits proposals for professional services from qualified contractors.

On March 12, 2025, the CCP approved staff recommendations for this RFP to focus on the following target areas and percentages of funding:

Target Area No.	Target Area	% of Total Funding	Amount of Total Funding
1	Housing	75%	\$6,375,000
2	Educational/Vocational/Employment	12%	\$1,020,000
3	Case Management	7%	\$595,000
4	Other EBP's or Best Practices	6%	\$510,000
If not enough proposals score above 70% or not enough proposals are received for each target area, the Evaluation Committee has the flexibility to adjust those percentages and/or amounts.			

II. DESIRED OBJECTIVE(S)

To provide AB 109 individuals who are under the supervision of the Kern County Probation Department, Kern County Sheriff's Office, or Behavioral Health and Recovery

Services with the tools and services required to successfully reintegrate into the community and become productive members of society.

- Programs and services must focus on prevention, early intervention, preventing re-institutionalization, and/or reducing recidivism.
- Programs and services must be effective, fit community needs, and be accountable based on program outcomes.
- Proposers should assist County agencies with maintaining a continuum of care.
- Non-SLE programs must be evidence-based or a best, proven, or promising practice.
- Both non-SLEs and SLEs have a proven track record of providing services to this population for the three (3) years immediately prior to this application.
- SLEs must provide an additional supportive service to individuals as identified in Section V, Description and Scope of Work.
- Programs and services must promote cooperation and collaboration among community-based organizations.
- Proposers must support efforts for data collection for program enhancements and/or improvements.
- Transportation services must be provided to clients as identified in Section V, Scope of Work.
- Proposers will provide a COVID-19 quarantine plan and work to provide a COVID-19 free environment, or otherwise work to contain any COVID-19 outbreaks within their facilities while adhering to Federal and State guidelines. Proposers may not require that clients residing in their facilities obtain the COVID-19 vaccine as a condition of their residency.

III. ESTIMATED VALUE/COST

On March 12, 2025, the CCP allocated funds totaling \$8,500,000 for this RFP. The contract period for any grant is January 1, 2026 through December 31, 2028. This funding originated from the State and is being allocated through this RFP process by the CCP. Services will be reimbursed through Claims for Payment submitted to the Behavioral Health and Recovery Services Department and the CCP will not disburse any funding prior to services being rendered.

Contracts for program services will either be rate-based or cost reimbursement contracts, which is dependent on services provided. Cost reimbursement contracts provide for the reimbursement of allowable costs which have been identified and approved in the contract and which were incurred in the operation of the program. Back-up documentation is required to justify payments made under the cost-reimbursement type of contract. Rate-based contracts will be reimbursed based on the agreed daily bed day rate in the contract. NOTE: Contracts are subject to change due to legal review, Federal Regulations, State guidance, and/or funding availability.

IV. BUSINESS AND/OR WORK ENVIRONMENT

- a. The County hours of operation are generally Monday through Friday, 8:00a.m. to 5:00p.m. The County must be able to contact the Proposer during normal work hours.

- b. Proposers must have an office or location to provide services to participants within Kern County, California unless otherwise agreed upon by the County and specified in the agreement.
- c. Proposers must have access to the internet, Microsoft Office Suite for reporting, and a valid email account for communication and reporting purposes.
- d. Proposers must have policies in place that limit the use of shared applications by employees for security purposes.
- e. Proposers must have a secure server with the capability to provide encryption for outgoing communication as provided by the HIPAA Security rule.
- f. Proposers must have Adobe Reader to access and read PDF files.
- g. Proposers must have an accounting system to provide expense reports as requested by the CCP.
- h. Proposers must be able and willing to work with several different County departments at any given time.
- i. Proposers must use the provided case management system to track participants' progress through the program.
- j. Proposers must be willing to work with multiple County departments for data collection and reporting purposes.

V. DESCRIPTION AND SCOPE OF WORK

- a. The proposer must offer an evidence-based program or a best, proven, or promising practice to improve outcomes of the AB 109 population and/or supportive services.
- b. Programs and services shall be provided to residents of Kern County, California who have been released from state prison, county jail, who are under the supervision of the Kern County Sheriff's Office, the Kern County Probation Department, or Behavioral Health and Recovery Services. However, the County partners, CCP, and Board of Supervisors may serve anyone in the criminal justice system deemed appropriate to ensure public safety.
- c. The Proposer must collaborate with referring agencies and other community-based organizations or groups to help provide the services needed to meet CCP goals.
- d. The Proposer must comply with all provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act (Appendix B).
- e. Programs and services must be client-centered.
- f. The CCP and the County reserves the right to modify the scope of the program to any extent necessary to ensure compliance with local, state, or federal guidelines.
- g. Proposers must be able to communicate and work with people of different cultures, languages, ages, and socioeconomic backgrounds.
- h. Proposers must commit to developing performance measures to include goals, objectives, and desired outcomes.
- i. Proposers must use provided case management system to track participants' status and progress throughout the program.
- j. Proposers must commit to ongoing program evaluation efforts and adapt and modify efforts as indicated by the results of program evaluation.
- k. Proposers must maintain current required certifications during the terms of the agreement.
- l. Proposers must address systemic barriers to accessing community services for individuals leaving the jail.

- m. Proposers will be required to post a comprehensive list of AB 109 funded programs, as provided by the County, to an area easily accessible by AB 109 clients.
- n. Proposers will inform AB 109 participants of the resources provided through the other providers and direct them to the posted list upon admission.

Seeking organizations that will provide continuum of care services in the following areas:

1. Sober Living Environment (SLE) and Supportive Services

An SLE is a facility that offers an alcohol and drug-free residence for individuals without any on-site drug or alcohol treatment services. All SLEs must be certified through Behavioral Health and Recovery Services and adhere to all SLE guidelines. SLEs must provide a minimum of 1,825 bed days per year (5 beds per year). Participants shall be housed for no longer than 150 days. Limited extensions will be granted but only under extraordinary and/or emergency situations.

Due to the increased need for female bed days, up to 15% of the total SLE bed days awarded shall be specifically designated for female participants.

The *BHRS Housing Services: Quality Standards Program* is a separate attachment identified as Exhibit H. Updated versions will be distributed to proposers as revisions are made.

Proposers will have in place policies and procedures to train staff on the use and administration of naloxone, have information available on where residents could obtain naloxone, have naloxone available in an accessible area through facilities, inform residents and staff of its location(s), and provide referrals to treatment for those that experience an overdose onsite.

Sober Living Environment supportive services include, but are not limited to:

- Alcoholics Anonymous (AA)
- Narcotics Anonymous (NA)
- SLEs must provide Transportation Services. Transportation includes but is not limited to, taking clients to essential services and programs such as to and from medical appointments, pharmacies, treatment services, and required meetings with supervising officers. Transportation must also be provided for educational and vocational classes, community-based services, and trips to purchase hygiene essentials. Transportation to job searching, job placements, and interviews will be provided on an as-needed basis. Proposers will provide a Transportation Plan that specifies how they plan to meet client transportation needs. This plan will note the percentage allocation between the use of an organizational vehicle(s) and public transportation to meet client transportation needs.
- Medi-Cal/ACA Enrollment assistance
- Assisting individuals with obtaining I-9 documents (such as Social Security Cards, California Identification Cards, Birth Certificates, etc.)
- Provide clothing to individuals leaving jail or prison

- Money Management
- Family Engagement Services

2. Education/Vocation/Employment

Education/Vocation services include, but are not limited to the following:

- Computer literacy and training skills
- Adult Basic Education
- General Education Development (GED)/High School Equivalency (HSET) Preparation
- Administer GED/HSET Testing
- Assistance in enrolling in post-secondary education
- Vocation Education/Training
- Job Placement
- Transportation to job services
- Resume building, completing job applications, interviewing skills, soft skills

3. Case Management Services

Case management includes coordination of services, referral, and linkage to resources. Case management may involve referral and linkage to assessment, behavioral health treatment, housing, education, employment, social supports, medical services, family services, address basic necessities, and referral to other social services as appropriate. Services are focused on reducing criminogenic risk and promoting pro-social behavior. Religious services and activities can be offered by Proposers but must not be a mandated part of client treatment.

As a part of case management, Proposers will provide a plan that outlines restrictions and allowances for client movement upon entry and throughout their stay at a Proposer's facilities. The plan will also highlight allowed client movements off site, as well as highlight client visitations with friends and family at a Provider's facility, or at off-site locations. If the Proposer utilizes overnight and weekend passes as part of their program for clients, the allowed uses and dispensations of those passes will be specified.

4. Other (Any other services, evidence-based programs, proven practices, and/or best practices aimed at reducing recidivism)

Examples include but are not limited to:

- Anger Management
- Family engagement services
- Non-SLE Supportive Housing
- Mentoring
- Provide clothing for participants immediately after release from jail or prison

- Life Skills Training
- Transportation
- Social support and practices to prevent homelessness
- Any service not previously mentioned herein with the purpose of reducing recidivism, assisting individuals reintegrating into the community after incarceration, and/or leading more productive lives.

Services providers must provide a detailed outline of target population, services to be provided, number of individuals to be served, and measurable outcomes to be achieved.

VI. DELIVERABLES

Proposer must provide the following:

1. Prepare and submit monthly reports within 15 days following the last calendar day of each month. Data elements to be reported include but are not limited to the following:
 - Number of individuals served
 - Client names, Local Arrest Record Number, Supervision Status (Felony Probation, Mandatory Supervision, Post Release, Sheriff's Parole, Electronic Monitor, other)
 - Demographic factors such as age, ethnicity (White, Black, Hispanic, Asian, Pacific Islander, Native American, other), gender, veteran.
 - Client arrival date, departure date, total bed days with provider, and discharge status (Successful Completion, Unsuccessful completion, Walk-Out, other reasons clients left).
 - Number of drug and breathalyzer tests administered, and the number of positive drug and breathalyzer tests.
 - Drug and breathalyzer tests shall be conducted at a minimum, twice a month.
 - Drug and breathalyzer tests will be conducted upon a client's entry into an SLE or anytime a client is perceived to be intoxicated. If a client tests positive for a drug and/or breathalyzer test, follow up tests will be administered until a negative test is obtained.
 - Types of services provided
 - Employment data
 - Conduct a participant needs assessment and develop a case plan for clients upon entry into the program. Case plans and Case Plan Updates will be reported and turned in as part of monthly progress reports. Case plans and their updates must be submitted as part of the client monthly progress reports by the 15th each month.
 - Reason(s) participants leave the program/service
 - Other data elements as request
2. Attend mandatory monthly meetings
3. Attend individual meetings every six (6) months
4. Track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable.
5. Prepare and submit daily census reports by 9 A.M. every morning.

6. Prepare and follow a case plan for each individual and submit by the 15th following the last calendar of each month.
7. Prepare and submit claim reimbursements within 15 days following the last calendar day of each month.
8. Prepare and submit progress reports within 15 days following the last calendar day of each month.
9. Prepare an annual report with data elements to be determined by CCP within 60 days following the end of the contract year. A report template with instructions will be provided.
10. Notify County of any major changes to staffing, program services, business practices, or any other pertinent information that may affect the terms of the contract.

VII. CONTRACTOR LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the skill sets, Contractor Licensing, Certifications, and Qualifications that will be required:

- Proposers must fulfill service requirements in accordance with the Community-Based Organization (CBO) Guidelines within Exhibit D to the Sample Agreement.
- All transitional housing providers must be certified by Behavioral Health and Recovery Services as a Sober Living Environment (SLE) facility and conform to all SLE guidelines.
- The *BHRS Housing Services: Quality Standards Program/Guidelines* is a separate attachment identified as Exhibit D. Updated versions will be distributed to proposers as revisions are made.
- The CCP may request additional information for the determination of the proposer's qualifications to provide the required services. Applicants agree to furnish such additional information upon request.
- Proposers must be able to communicate and work with people of different cultures, languages, ages, and socioeconomic backgrounds.

VIII. CONSTRAINTS TO PROPOSER'S APPROACH AND METHODOLOGY

Proposers must fulfill service requirements in accordance with the Community-Based Organization (CBO) Guidelines within Exhibit D to the Sample Agreement.

All transitional housing providers must be certified by Behavioral Health and Recovery Services as a Sober Living Environment (SLE) facility and conform to all SLE guidelines.

The volunteers/interns, administration and staff of potential Proposers must not have any felony convictions on their record within the past 18 months of the date of application nor under any active form of incarceration or supervision including but not limited to; State Parole, Sheriff's Parole, Electronic Monitoring Program, any other forms of Virtual Jail,

Post Release Community Supervision, Mandatory Supervision, Felony Probation, or other form of supervision.

Proposers should plan and budget for a vacancy rate as there is no guarantee that their program will be completely full at any given time.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

The following is a general outline of the Performance Standards and Quality Assurance benchmarks that are required as part of this proposal. For additional standards, see Section II – Objectives.

- Proposers will be required to attend regular monthly CBO meetings, attend individual meetings every six months, and provide an annual report including the data elements specified in Section VI to the CCP.
- Proposers must remain in good standing throughout the duration of this contract period. This RFP defines Good Standing as: having no plan of correction on file, and no termination of contract to cause on the part of the CBO.
- Proposers must provide services as presented in their proposals of which will be monitored for adherence to agreement.
- Proposers must prepare and submit monthly reports by the 15th following the last calendar day of each month.
- Proposers must attend mandatory monthly meetings.
- Proposers must attend individual meetings every six (6) months.
- Proposers must prepare and follow a case plan for each individual.
- Proposers must track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable.
- Proposers must prepare and submit claim reimbursements by the 15th following the last calendar day of each month.
- Proposers must prepare an annual report with data elements to be determined by the CCP within 60 days following the end of the contract year.
- Proposers must support data collection efforts from multiple County departments.

X. SECURITY REQUIREMENTS

The following is a general outline of the Security Clearance and Information Technology Requirements necessary as part of this proposal.

The potential provider must have policies in place that limit the use of shared applications by employees for security measures and a secure server with the capability to provide encryption for outgoing communication as provided by the Health Insurance Portability and Accountability Act (HIPAA) Security rule. In addition, the potential provider must keep participant records in a secured area and redact social security numbers from paperwork when transmitting data either by fax or email.

The HIPAA Security Rule is as follows:

The HIPAA Security Rule establishes national standards to protect individuals' electronic personal health information that is created, received, used, or

maintained by a covered entity. The Security Rule requires appropriate administrative, physical and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information. More information can be found at the following website:
<http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/>

XI. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide community-based re-entry services for AB 109 individuals in Kern County:

- Programs and services focusing on prevention, early intervention, preventing re-institutionalization, and/or reducing recidivism.
- Proposers should assist in maintaining continuum of care.
- SLE's must provide an additional supportive service as identified in Exhibit A, Section V – Description and Scope of Work.
- Proposers must promote cooperation and collaboration among community-based organizations.
- Proposers are required to prepare and submit reports, expenditures, claims, and assist with data collection as identified in Exhibit A, Section IX – Performance Standards Quality Assurance.

For a more comprehensive list of outcomes, see Section II – Objectives. For a comprehensive list of deliverables, see Section V – Description and Scope of Work and Section VI – Deliverables.

In summary, the County of Kern is seeking qualified organizations to provide community-based reentry services for AB 109 individuals in Kern County. Non-SLE proposers shall provide an evidence-based program, or a best, proven, or promising practice to improve outcomes of the AB 109 population and/or sober living environment and supportive services.

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EXHIBIT “B” – SAMPLE AGREEMENT

**PROFESSIONAL AGREEMENT
FOR ASSEMBLY BILL 109 COMMUNITY-BASED
SERVICES (COUNTY-CONSULTANT)**

THIS AGREEMENT is made and entered into this day ___ of _____ 2025, by and between the COUNTY OF KERN, a political subdivision of the State of California (“**County**”), and _____ (“**Consultant**”), whose principal place of business located at _____, California, _____. County and _____ may be referred to individually as a “**Party**” and collectively as the “**Parties**”.

WITNESSETH:

WHEREAS:

- A.** Government Code sections 31000 and 53060 permit the County Board of Supervisors to contract for the furnishing of special services with individuals specially training, experienced and competent to perform those services; and
- B.** The Governor of California approved Assembly Bill 109 (“AB 109”), known as the Public Safety Realignment Act, on April 04, 2011; and
- C.** Pursuant to State Law, the County of Kern formed a Community Corrections Partnership (“CCP”) and a companion Executive Committee (“EC”) to develop a plan (the “Plan”) intended to address the requirements of the “realignment” of a significant portion of the State of California’s prison population; and
- D.** Research asserts that measurable decreases in recidivism and significant cost
- E.** savings can be realized when evidence-based and research-based programs are utilized to provide services. Program models that intervene at the earliest possible point after arrest offer the greatest opportunity for a return on investment avoiding both immediate and future criminal justice costs; and
- F.** Consistent with the legislation’s intent that counties develop innovative methods to provide the supervision and rehabilitation of individuals sentenced to jail and thereafter released from incarceration, the CCP/EC intends to explore, select and fund specific community-based organizations (“CBO”) consistent with the legislative intent and the Plan; and
- G.** The CCP/EC issued a Request for Proposal (“RFP”); and
- H.** In response to the RFP, the CCP/EC accepted proposals, reviewed the proposals

for compliance with the RFP, and evaluated the potential benefit of the proposer's programs and services to the target group of individuals; and

- I. This Contractor's services have been review by the CCP/EC and selected for funding consistent with the terms and conditions of this Agreement; and
- J. For the purposes of administering this Agreement, the Behavioral Health and Recovery Services is the Responsible County Department ("Responsible County Department").

NOW, THEREFORE, the Parties mutually agree hereto as follows:

1. INSURANCE

Consultant, 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 Consultant's actions in connection with the performance of Consultant's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Consultant shall not perform any work under this Agreement until Consultant 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, Consultant 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 Consultant shall promptly deliver 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 prior to the expiration date of any policy and bear a notation evidencing payment of the premium thereof if so requested. Consultant shall immediately pay any deductibles and self-insured retentions under all required insurance policies upon the submission of any claim by Consultant or County as an additional insured.

- a. Workers' Compensation and Employers Liability Insurance Requirement -- In the event Consultant has employees who may perform any services pursuant to this Agreement, Consultant shall submit written proof that Consultant is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

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

Consultant 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) Consultant 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), Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Consultant'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. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.

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

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

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

(3) If the Commercial General Liability policy is not endorsed to include affirmative coverage for sexual abuse or molestation, Consultant shall obtain and maintain a policy covering sexual abuse or molestation. 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) per occurrence or claim and two million dollars (\$2,000,000) aggregate.

- (4) 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.
 - (5) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Consultant, at Consultant's option, shall either (i) maintain said coverage for at least five (5) 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 five (5) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
 - (6) The Vendor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance or self-insurance maintained by the County, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Consultant shall be maintained until the completion of all of Consultant's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Consultant shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Consultant 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. Consultant 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 Consultant is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Consultant 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 Consultant is equivalent to the above-required coverages.

- f. All insurance afforded by Consultant 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.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Consultant 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 Consultant to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Consultant. County, at its sole option, may terminate this Agreement and obtain damages from Consultant resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Consultant, County shall deduct from sums due to Consultant any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Consultant pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Consultant 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 Consultant of its obligation to obtain and maintain the insurance coverages required by this Agreement.

2. INDEMNIFICATION

Consultant 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, costs, and expenses (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, which arise out of or are in any way connected with any act or omission of Consultant or Consultant's officers, agents, employees, independent contractors, sub-contractors 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 Consultant by any person or entity.

3. COMPENSATION

A. County shall reimburse Consultant for services provided in accordance with Exhibit "A" and at the rates in accordance with Exhibit "B" Budget (to sample agreement). All expenses must be necessary and reasonable for the proper and efficient administration of Consultant's services. In no case shall the maximum amount for each calendar year of this Agreement

exceed \$_____ and regardless of the hourly rate actually paid by Consultant in no case shall the maximum amount of this Agreement exceed \$_____. Consultant shall use the funds provided under this Agreement exclusively for the service set forth in Exhibit "A" Description of Services (to sample agreement). Minor revisions to the Budget detail (i.e. line item changes) throughout the term of this Agreement are subject to approval by CCP/EC designated staff from each of the following County departments, prior to implementation: Kern County Sheriff's Office, Kern County Probation Department, and Behavioral Health and Recovery Services.

B. Consultant shall submit a County of Kern Claim for Payment for to Responsible County Department on a monthly basis with appropriate backup to document requested charges.

C. Consultant shall be solely responsible for all costs and expenses related to the provision of services under this Agreement. County's sole and only obligation under and pursuant to the terms and provisions of this Agreement shall be the payment to the Consultant.

4. **TERM**

The term of this Agreement shall be for the period commencing January 1, 2026, and terminating December 31, 2028, subject to the terms, conditions, and restrictions as defined in the attached **Exhibit "A", Description of Services (to sample agreement)**, which is attached hereto and made a part hereof, or amended by the mutual written agreement of both Parties as hereinafter Provided. Each year of the Agreement will run from January 1st through December 31st.

5. **TERMINATION**

Notwithstanding, County may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective fifteen (15) days after personal delivery, or twenty (20) days after mailing by regular U.S. Mail, postage prepaid. In addition, either Party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated either by Consultant or County, Consultant shall submit to the Responsible County Department all files, memoranda, documents, correspondence and other items generated in the course of performing this Agreement within fifteen (15) days after the effective date of any written Notice of Termination. Should either Party terminate this Agreement as provided herein, County shall pay Consultant for all satisfactory services rendered by Consultant prior to the effective date of termination in an amount not to exceed the maximum dollar amount indicated in Exhibit "B" (to sample agreement).

A. Immediate Termination

Notwithstanding the foregoing, County shall have the right to terminate this Agreement effective immediately after giving written notice to Consultant in the event County determines that Consultant does not have the proper credentials, experience or skill to perform the required services under this Agreement; or in the event that continuation by Consultant 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 law 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.

County and Consultant agree that this Agreement shall be immediately terminable if a conflict of interest is determined to exist which would impair the effective performance of services hereunder. Otherwise, either party may terminate this Agreement by providing thirty (30) days written notice to the other party, and such termination is effective on the last day of said thirty (30) day period.

Should notice be given by either party, both parties agree to cooperate during said thirty (30) day period to act in the best interest of the County. Upon termination of this Agreement, neither party shall have any obligations or responsibilities to the other party beyond the effective date of its termination.

6. ASSIGNMENT

Consultant shall not assign, sublet or transfer this Agreement, or any part hereof. Consultant shall not assign any monies due or which become due to Consultant under this Agreement without the prior express and written approval of the County.

7. AUDIT, INSPECTION AND RETENTION OF RECORDS

Consultant agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Consultant shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Consultant shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. 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.

8. AUTHORITY TO BIND COUNTY

It is understood that Consultant, in Consultant'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.

9. CAPTIONS AND INTERPRETATION

Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision. This Agreement is the product of negotiation and both parties are equally responsible for its authorship. Section 1654 of the California Civil Code shall not apply to the interpretation of this Agreement.

10. CHOICE OF LAW/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.

11. COMPLIANCE WITH LAW

Consultant 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.

12. CONFIDENTIALITY

Consultant shall not, without the written consent of County, 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 they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.

13. CONFLICT OF INTEREST

Consultant has read and is 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. Consultant agrees that they are unaware of any financial or economic interest of any public officer or employee of the 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, the County may immediately terminate this Agreement by giving written notice thereof. Consultant shall comply with the requirements of Government Code section 87100 et seq. during the term of this Agreement.

14. 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 instrument.

15. ENFORCEMENT OF REMEDIES

No right or remedy herein conferred on 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 or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.

16. NONWAIVER

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 Consultant. 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.

17. REPRESENTATIONS

Consultant makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

- a. Consultant has the expertise, support staff and facilities necessary to provide the services described in this Agreement; and
- b. Consultant does not have any actual or potential interests adverse to County nor does Consultant represent a person or firm with an interest adverse to County with reference to the subject of this Agreement; and
- c. Consultant shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

18. 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 which the parties intended to enter into in the first instance.

19. 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.

20. SOLE AGREEMENT

This document, including the attachments hereto, contains the entire agreement of 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.

21. COMPLIANCE WITH IRCA

Consultant acknowledges that Consultant, and all subcontractors hired by Consultant to perform services under this Agreement, are aware of and understand the Immigration Reform and Control Act ("IRCA"). Consultant is and shall remain in compliance with the IRCA and shall

ensure that any subcontractors hired by Consultant to perform services under this Agreement are in compliance with the IRCA. In addition, Consultant agrees to indemnify, defend and hold harmless the County, its agents, officers and employees, from any liability, damages or causes of action arising out of or relating to any claims that Consultant's employees, or the employees of any subcontractor hired by Consultant, are not authorized to work in the United States for Consultant or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Consultant or Consultant's subcontractor(s).

22. 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 Consultant. 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 Consultant that any such person or entity, other than County or Consultant, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

23. AMENDMENTS

This Agreement represents the full and complete understanding between the parties, and may only be modified or amended by a written agreement signed by both parties.

24. POLITICAL/RELIGIOUS ACTIVITY

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.

25. COMMUNICATIONS

Communications in writing made pursuant to this Agreement shall be addressed as follows:

Consultant

County of Kern

(Consultant)

Kern County Probation Department

(Contact Name)

William P. Dickinson, Chief Probation Officer

(Address)

2005 Ridge Rd

(City, State, ZIP)

Bakersfield, CA 93305

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on the day and year first above written.

APPROVED AS TO CONTENT
Kern County Probation Department

COUNTY OF KERN

By: _____
William P. Dickinson, Chief Probation Officer
Chairman, Community Corrections Partnership

By: _____
Chairman, Board of Supervisors
"County"

APPROVED AS TO FORM:
Office of the County Counsel

CONSULTANT

By: _____
Kathleen Rivera
Deputy Chief County Counsel

By: _____
Name, Authorized Signature
"Consultant"

SAMPLE

EXHIBIT "C"

**COUNTY OF KERN
COMMUNITY-BASED SERVICES FOR AB 109 INDIVIDUALS IN KERN COUNTY
COVER SHEET
USE THIS FORM ONLY
(Type or Print)**

Organization:	
Project Title:	
Amount Requested:	Tax ID Number:
Type of Service(s) Provided:	

AUTHORIZED APPLICANT	
Name:	Title:
Mailing Address:	E-mail Address:
Telephone Number:	Fax Number:

PROJECT ADMINISTRATOR	
Name:	Title:
Telephone Number:	E-mail Address:

Authorized Signature: _____ **Date:** _____

I affirm that I am authorized to sign on behalf of the above-listed organization and that all information contained herein is true and accurate to the best of my knowledge. 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.

Deliver application packages to:

**Kern County General Services-Purchasing
1115 Truxtun Avenue, 3rd Floor
Bakersfield, CA 93301
Telephone: (661) 868-3000**

Applications must be mailed or hand-delivered. Applications will not be received electronically.

Kern County is not responsible for late, lost, or undeliverable applications.

EXHIBIT "D"

DRUG-FREE WORKPLACE ACKNOWLEDGEMENT

**GOVERNMENT CODE
SECTION 8355-8357**

8355. (a) Every person or organization awarded a contract or a grant for the procurement of any property or services from any state agency shall certify to the contracting or granting agency that it will provide a drug-free workplace by doing all of the following:

- (1) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.
- (2) Establishing a drug-free awareness program to inform employees about all of the following:
 - (A) The dangers of drug abuse in the workplace.
 - (B) The person's or organization's policy of maintaining a drug-free workplace.
 - (C) Any available drug counseling, rehabilitation, and employee assistance programs.
 - (D) The penalties that may be imposed upon employees for drug abuse violations.
- (3) Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

(b) (1) The certification requirement set forth in subdivision (a) does not apply to a credit card purchase of goods of two thousand five hundred dollars (\$2,500) or less.

(2) The total amount of exemption authorized herein shall not exceed seven thousand five hundred dollars (\$7,500) per year for each company from which a state agency is purchasing goods by credit card. It shall be the responsibility of each state agency to monitor the use of this exemption and adhere to these restrictions on these purchases.

8356. (a) Each contract or grant awarded by a state agency may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of this article, if the contracting or granting agency determines that any of the following has occurred:

- (1) The contractor or grantee has made a false certification under Section 8355.
 - (2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.
- (b) The Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with this chapter.

This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with this chapter.

- (c) Every state agency that directly awards grants without review by the Department of General Services shall immediately notify the department of any individual or organization that has an award canceled on the basis of violation of this chapter.

8357. This chapter shall not be construed to require any contractor or grantee to ensure that other businesses with which it subcontracts also provide drug-free workplaces.

Signature

Date

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EXHIBIT “E”

COMMUNITY CORRECTIONS PARTNERSHIP (CCP) MEMBER AGENCIES

- Kern County Sheriff’s Office
- Kern County Probation Department
- Kern County Superior Court
- Kern County District Attorney
- Kern County Public Defender
- Bakersfield Police Department
- Kern Behavioral Health and Recovery Services
- Kern County Board of Supervisors
- Kern County Department of Human Services
- Employer’s Training Resource
- Kern County Superintendent of Schools

EXHIBIT A (to sample agreement)

DESCRIPTION OF SERVICES

- A. Programs and services shall be provided to male and female individuals in Kern County, California who have been released from state prison, county jail, who are under the supervision of the Kern County Sheriff's Office, the Kern County Probation Department, or Behavioral Health and Recovery Services; however, the County partners, CCP, and Board of Supervisors may serve anyone in the criminal justice system deemed appropriate to ensure public safety. The CCP and County reserves the right to modify the scope of the program to any extent necessary to ensure compliance with local, state, or federal guidelines.
- B. Contractor must adhere to the following:
- Prepare and submit monthly reports within 15 days following the last calendar day of each month. Data elements to be reported include, but are not limited to the following:
 - Number of individuals served
 - Client names, Local Arrest Record number, Supervision Status (Felony Probation, Mandatory Supervision, Post Release, Sheriff's Parole, Electronic Monitor, other)
 - Demographic factors such as age, ethnicity (White, Black, Hispanic, Asian, Pacific Islander, Native American, other), gender, veteran.
 - Client arrival date, departure date, total bed days with provider, and discharge status.
 - Number of drug and breathalyzer tests administered, and the number of positive drug and breathalyzer tests.
 - Types of services provided
 - Employment data
 - Conduct a participant needs assessment and develop a case plan for clients upon Entry into the program. Case plans and Case plan updates will be reported and turned in as part of monthly progress reports. Case plans and their updates must be submitted as part of the client monthly progress reports by the 15th of each month.
 - Reasons participant(s) leave the program/service
 - Other data elements as requested
 - 1. Attend mandatory monthly meetings, and other meetings and training as needed.
 - 2. Track service referrals, engagement, utilization, and completion status, and share this information with partnering agencies when applicable.
 - 3. Prepare and submit daily census reports by 9:00am every morning; be sure to report any changes in a participant's status.
 - 4. Prepare and adhere to annual report template with data elements to be determined by CCP within sixty (60) days following the end of the Agreement year.

5. Prepare and submit claim reimbursements within 15 days following the last calendar day of each month.
6. Notify the County in writing of any major changes to staffing, program services, business practices, or any other pertinent information that may affect the terms of the contract.
7. Must be able to communicate and work with people of different cultures, languages, ages, and socio-economic backgrounds.
8. Must commit to ongoing program-evaluation efforts (which includes data collection by multiple County departments) and adapt and modify efforts as indicated by the results of program-evaluation.
9. Drug and breathalyzer tests shall be conducted, at a minimum, twice a month. Drug and breathalyzer tests will be conducted upon a client's entry into an SLE or anytime a client is perceived to be intoxicated. If a client tests positive for a drug and/or breathalyzer test, follow up tests will be administered until a negative test is obtained.
10. If Proposers desire to have a client removed from one of their facilities, they must fill out Exhibit F-Request to Remove Participant from Program form.
11. SLE's must provide Transportation Services. Transportation includes, but is not limited to, taking clients to essential services and programs such as to and from medical appointments, pharmacies, treatment services, and required meetings with supervising officers. Transportation must also be provided for educational and vocational classes, community-based services, and trips to purchase hygiene essentials. Transportation to job searching, job placements, and interviews will be provided on an as-needed-basis. Proposers will provide a Transportation Plan that specifies how they plan to meet client transportation needs. This plan will note the percentage allocation between the use of an organizational vehicle(s) and public transportation to meet client transportation needs.
12. As part of case management, Proposers will provide a plan that outlines restrictions and allowances for client movement upon entry and throughout their stay at a Proposer's facilities. The plan will also highlight client movements off site, as well as highlight client visitations with friends and family at a Provider's facilities, or at off site locations. If the Proposer utilizes overnight and weekend passes as part of their program for clients, the allowed uses and dispensations of those passes will be specified.
13. Proposers will provide a COVID-19 quarantine plan and work to provide a COVID-19 free environment, or otherwise work to contain any COVID-19 outbreaks within their facilities while adhering to Federal and State guidelines. Services providers may not require that clients residing in their facilities obtain

the COVID-19 vaccine as a condition of their residency.

C. Contractor will also follow these guiding principles:

- Comply with all provisions of Government Code Section 8350 et seq., otherwise known as the Drug-Free Workplace Act.
- Programs and services should focus on prevention, early intervention, preventing institutionalization, and/or reducing recidivism.
- Programs and services must be effective, fit community need(s) and be accountable based on program outcomes.
- Reasonable administrative costs are allowed.
- CBO's should assist County agencies with maintaining a continuum of care.
- Programs and services must be evidence-based, or a best, proven, or promising practice and have a proven track record of providing services to this population for the three (3) years immediately prior to this Agreement.
- Programs and services should be client centered.
- Programs and services must promote cooperation and collaboration among community-based organizations.
- CBO will offer clean and inviting environments.
- Must remain in good standing throughout the duration of the Agreement term. Good standing is defined as having no plan of correction on file, and no Agreement termination due to cause as provided in paragraph 5 **TERMINATION**.
- Provide programs and services which were presented in their RFP proposal which will be monitored for adherence through this Agreement.
- Must collaborate with referring agencies and other CBO's or groups to help provide the programs and services needed to meet the CCP goals.
- Religious services and activities can be offered by Proposers, but they cannot be mandated or forced upon clients paid for under this program.

D. Contractor will be required to attend regular monthly CBO meetings, attend individual meetings every six (6) months, and provide an annual report including the data elements specified in Section B above to the CCP.

E. *Insert approved Contractor service description*

F. *Insert approved performance measures*

G. *Insert Other Terms and Conditions*

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I acknowledge that I have read and understand the provisions pertaining to financial records and will maintain such records as noted in **Sections 3 COMPENSATION and Section 7 PROGRAM DIRECTION, FISCAL AUDIT, INSPECTION, AND RETENTION OF RECORDS** of this Agreement. I further affirm that all funds received will be help separately in an accredited financial institution.

INITIAL_____

I acknowledge that I have read and understand the provisions pertaining to **Section 13 CONFLICT OF INTEREST** of this Agreement.

INITIAL_____

I acknowledge that I have read and understand the provisions pertaining to **Exhibit “H” BHRS HOUSING SERVICES: QUALITY STANDARDS PROGRAM/GUIDELINES**, which is attached hereto and made a part here of, of this Agreement.

INITIAL_____

EXHIBIT "B" (to sample agreement)

BUDGET

Agency/Company Name

Address

Budget Period

DIRECT EXPENSES

FTE	Start Up Costs	First Year Budget Amount	Second Year Budget Amount	Third Year Budget Amount	Total
PERSONNEL EXPENSE					
Salaries & Wages					
Position Title					\$0.00
Position Title					\$0.00
Position Title					\$0.00
Position Title					\$0.00
Position Title					\$0.00
Total Salaries & Wages	\$0.00	\$0.00	\$0.00	\$0.00	
PAYROLL TAXES & BENEFITS					
FICA					\$0.00
Unemployment Insurance					\$0.00
Workers Compensation					\$0.00
Retirement Benefits					\$0.00
Health Insurance					\$0.00
Other (Please Describe)					\$0.00
Total Payroll Taxes & Benefits	\$0.00	\$0.00	\$0.00	\$0.00	
Total Personnel Expense	\$0.00	\$0.00	\$0.00	\$0.00	
OPERATING EXPENSE					
Accounting					\$0.00
Communications					\$0.00
Drug Test Supplies					\$0.00
Facility					\$0.00
Food					\$0.00
Furnishings					\$0.00
Supplies					\$0.00
Insurance					\$0.00
Program Supplies					\$0.00
Transportation					\$0.00
Utilities					\$0.00
Other (Please describe)					\$0.00

Other (Please describe)					\$0.00
Other (Please describe)					\$0.00
Miscellaneous (please identify)					\$0.00
Total Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00	
Total Direct Expenses	\$0.00	\$0.00	\$0.00	\$0.00	
	Start Up	First Year	Second Year	Third Year	
INDIRECT EXPENSES					\$0.00
Indirect Cost/Admin Overhead					
<i>Only indirect cost actually incurred in administering the contracted service is reimbursable and the amount that is reimbursable is restricted to 15% of employee payroll cost.</i>					
Total Budget	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
AB 109 Funding	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

EXHIBIT “C” (to sample agreement)

**CONTRACTOR RFP PROPOSAL
SCOPE OF WORK**

EXHIBIT “D” (to sample agreement)

**COMMUNITY-BASED ORGANIZATION (CBO) GENERAL GUIDELINES,
SANCTIONS, AND APPEAL PROCESS**

The Community Corrections Partnership (“CCP”) is dedicated to working with Community- Based Organizations (“CBO”) to improve the outcomes of individuals involved in the criminal justice system. Representatives from Behavioral Health and Recovery Services, Probation Department, and Sheriff’s Office serve as representatives for the CCP (“CCP representatives”), and will work directly with the CBOs. The following are general guidelines that all CBOs contracted through the CCP must follow. These general guidelines govern a wide variety of services offered through CBOs. More specific requirements may be required depending on the specific type of service being provided.

Minimum Requirements

1. CBOs providing transitional or Sober Living Environment (“SLE”) housing must be able to obtain and maintain a Behavioral Health and Recovery Services Quality Standards Program Certificate, issued through the Housing Services Division, and follow the attached Kern BHRS Quality Standards Program manual. Updated versions will be distributed as revisions are made.
2. CBOs must attend all scheduled meetings including:
 - a) Monthly CBO meetings;
 - b) Biannual review meetings; and
 - c) Other meetings as requested.
3. CBOs must adhere to the project description outlined in their contract for AB 109 services.
4. CBOs must actively participate in the following:
 - a) Development of goals, objectives, and outcome measures;
 - b) Development of intermediate performance measures;
 - c) Conducting program evaluations;
 - d) Preparing Annual Reports;
 - e) Utilization of information garnered from such activities; and
 - f) Program modification to implement findings.
5. All CBOs must adhere to all local, state, and federal laws.

Failure to meet these minimum requirements is seen as a “deficiency” and may result in the imposition of a sanction or revocation of contract depending on the severity of the deficiency. The Behavioral Health and Recovery Services Department shall take the lead role and enforce SLE Guidelines when dealing with a deficiency for a SLE certified CBO.

Plan of Correction

1. Upon notice of any deficiency(ies), the director of the CBO must submit to the CCP representatives, within thirty (30) days, written verification of correction for each deficiency identified in the notice, including the date of correction.
2. If the director cannot correct a deficiency by the date specified in the notice of deficiency, he or she must submit a written Plan of Correction (POC) to the CCP representatives. The POC must be submitted prior to the date specified in the notice, must specify the steps taken to correct the deficiency, and state the date by which each deficiency will be corrected.
3. In reviewing the POC, the CCP representatives will consider:
 - a) Any potential safety hazards presented by the deficiency(ies);
 - b) The number of participants impacted by the deficiency(ies);
 - c) Any documentation submitted by the director to substantiate the proposed POC.
4. Within fifteen (15) days of receipt of the written correction verification and/or POC, the CCP representatives must notify the director in writing whether it has been approved or if additional action is needed.
5. The CCP representatives will follow-up to determine if the CBO has corrected all deficiencies specified in the notice of deficiency. Other county departments, if applicable, may conduct follow-up as well.
6. If a follow-up review indicates that a deficiency has not been corrected on or before the date specified in the notice of deficiency or the date outlined in the approved POC, the CCP representatives may impose a sanction pursuant to these guidelines.

Sanctions

1. Sanctions are designed to:
 - a) Protect the safety of the community, staff and participants; and
 - b) Assist the CBO in maintaining a quality level of care and service.
2. All sanctions shall be held on an individual basis.

Types of Sanctions

The CCP representatives may impose one or more of the following sanctions for a violation of these guidelines:

1. **Informal Reprimand:** Suitable for a minor violation (i.e., missing one CBO monthly meeting, neglecting to submit monthly claims in a timely manner, failing to submit required reports by deadline, etc). An informal reprimand may include coaching or counseling to assist the CBO in exploring remedies. Informal reprimands will remain on file for 2 years.
2. **Formal Reprimand:** For a serious violation (i.e. failure to adhere to local, state and/or federal laws; mismanagement of funds; evidence of criminal activity; etc), a letter of reprimand containing a description of the problem and recommended corrective action will be sent to the CBO and will become a permanent part of the CBO record.
 - a. **Suspension of Referrals:** If the violation is very serious (i.e. any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff, or participants), or if violations are repeated, the CCP representatives may suspend all new referrals to the CBO for a specific period of time. Current program participants at the time of suspension may, depending on the circumstances, be allowed to remain and complete the program.
 - b. **Termination of Contract:** The most serious disciplinary action is the Termination of Contract. If the public, staff, and/or participants are in immediate danger, or a CBO fails to maintain the required certifications, the CCP representatives reserve the right to immediately revoke the CBO's contract. Termination of contract is for an indefinite period of time. Upon termination of contract, all participants referred by any County department or agency shall be removed from the CBO placed in another county CBO. The CBO shall not receive any additional county-referred participants until further notice.
3. If circumstances exist that would not place the public, staff, or participants in immediate danger, but could possibly warrant the termination of contract (i.e. failure to meet the minimum requirements), the CCP representatives may recommend termination of contract.
4. The CCP representatives and involved county agencies shall meet and confer prior to any sanction.
5. Failure to comply with an imposed sanction may result in the imposition of a more severe sanction, up to and including termination of contract.
6. Once a termination of contract has been imposed on a CBO, the CCP representatives shall send a written notice of sanction to all involved agencies.

Notice of Sanctions

1. Any circumstance that poses an immediate danger to the health, safety, or welfare of the public, staff or participants shall be corrected immediately by the CBO, and will result in the imposition of a sanction.
2. Before a sanction is imposed for violations other than those specified in Section 1, the CBO shall have an opportunity to take voluntary corrective action.
3. Upon determination that sanctions will be imposed, the CCP representatives will provide the CBO's director written notification of the grounds for sanctions and the extent of the sanctions. The notification will include a copy of the appeal procedures set forth herein below.

Appeal Process

CBOs have the right to appeal any sanction imposed pursuant to the provisions in these guidelines:

1. If a CBO wishes to appeal any sanction(s), the appeal shall be in writing, and shall be received by the CCP representatives within fifteen (15) days of the date of the notice of sanctions.
2. If a sanction is appealed in a timely manner, the CCP representatives will schedule a hearing before a panel of CCP Representatives, to include a minimum of one representative from the Behavioral Health and Recovery Services Department, Probation Department, and Sheriff's Office, within fifteen (15) business days, and will notify the CBO ("Appellant") of the date.
3. At the hearing, which will be conducted informally, the Appellant will be provided the opportunity to provide evidence, written or oral, in support of its position that sanction(s) not be imposed or should be reduced.
4. Written notice of the CCP representatives' decision will be provided to the CBO within ten (10) days after close of hearing.

EXHIBIT “E” (to sample agreement)

COMMUNITY-BASED ORGANIZATION ANNUAL REPORT TEMPLATE



Organization Name, Year-Report Title

REPORT SUBTITLE

Name of Report Preparer | Job Title | Date
Lindy May | Departmental Analyst | May 21, 2025

I. Introduction

Please provide the following information in this section:

- Mission Statement
- Brief overview of facility or facilities clients are staying at. Feel free to include a photo of the facility that services AB 109 clients – image should only take up a quarter of the page be “in line” with the text.
- Overview of the programs and services provided to clients while under care during the year.

II. Organization

Please provide the following information in this section:

- Organization Chart
- Personnel List
- List or specify organizational or personnel changes, if applicable.

The goal of this section is to get an overview of your organization and the type and number of personnel employed. This is also to serve as a check to ensure that the personnel and services provided by your organization haven't been adversely impacted the needs of the CCP's CBO program.

III. Data (Insert Tables, Graphs, and Charts here)

Include the following in this section:

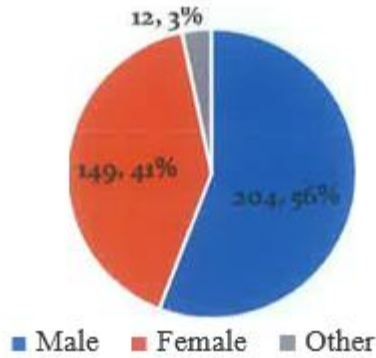
- Number of clients served
- Average client stay within the home(s)
- Number of clients who successfully or unsuccessfully completed the program
- Number of “walkouts” from care (within 30, 60, and 90 days of entry) as well as why they left
- Demographics
 - Age
 - Ethnicity (White, Hispanic, Black, Asian, Pacific Islander, etc.)
 - Gender (Male, Female, Decline to State)
- Number of drug tests administered
 - Number of Positive Tests
 - Number of Negative Tests
- Employment
 - Number of clients that gained employment while in the program
- Programs and Services provided to clients while in the program

*Utilize graphs and tables to display the above information. Include short descriptive paragraphs as necessary. For a more exhaustive list of data requirements. PLEASE REVIEW Exhibit A, Section V, “Scope of Work”, and Section VI, “Deliverables” of the RFP for guidance on completing this section.

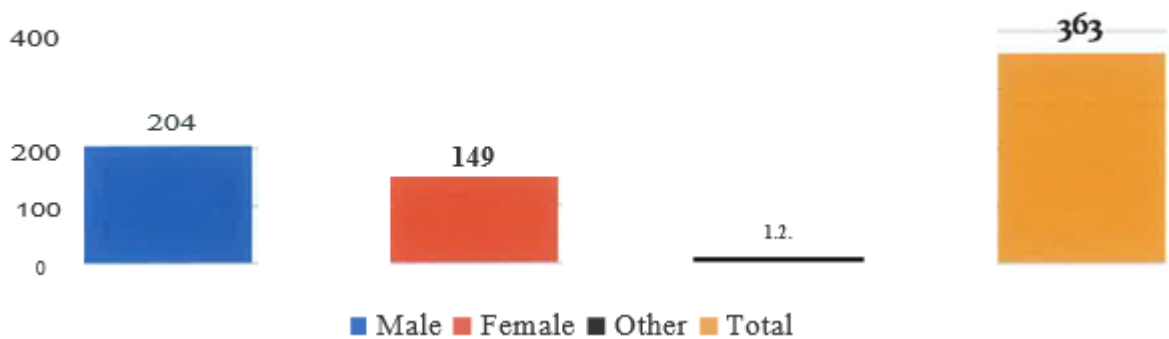
The graphs and statements below are in no way meant to be exhaustive of the requirements specified above, but rather to present several suggested examples of how you may go about presenting the data requirements as required by the Annual Report. As noted on the title page, the data shown in this section is not actual CBO data, so DO NOT use the data and graphs in this section as a guide to developing your RFP.

The CBO program has serviced clients across several different ethnic backgrounds and across multiple service dimensions throughout 2022. In this section, we highlight the number of clients served, how many clients successfully or unsuccessfully completed the program, length of client stay within the home, number of client walkouts, why clients walked out, demographic factors, positive and negative drug tests, employment status and programs and services provided to clients.

Number of Clients Served in 2022

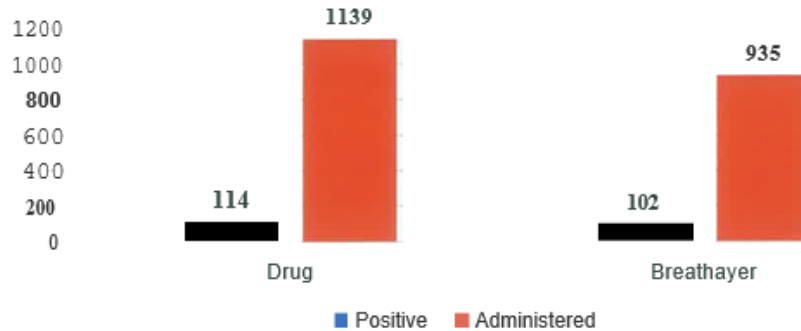


Number of Clients Served in 2022



Two different graph types are shown here to present the same information. The point here is to highlight that though examples of presenting stats are provided, don't feel you're locked into using the provided examples. The above example shows a report of the number of clients served by gender, and the subsequent pie chart shows a breakdown of racial/ethnic demographics. Charts should be accompanied by a short, written statement highlighting the total number served and additional applicable information.

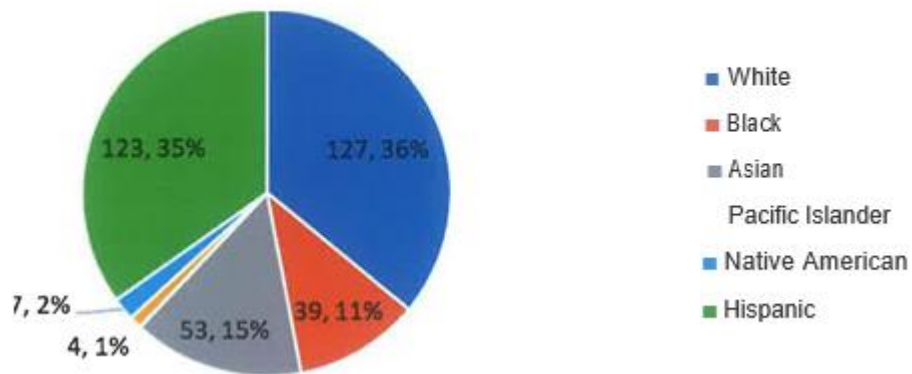
Number of Positive and Negative Drug and Breathalyzer Tests Administered



As seen in the above graph, the program has been rather successful in providing a drug-free environment to housed clients. Clients that have been housed under the

program have been 90% successful in staying drug and alcohol free while under care in 2022.

Racial Backgrounds of Clients Served In 2022



As can be seen in the above pie chart, the CBO program has served clients with a wide diversity of racial backgrounds. Another graph can be used to show the distribution of the Number of Clients that resided within an SLE and the number of days in which they were housed.

IV. Success Stories

Include the following in this section:

- Please provide 5-7 Client Success Stories and/or Program Highlights from the Year.
- Please provide the fiscal year and the period of time of stay of the client highlighted in the success story or in the program highlights.

V. Comments/Thoughts

Please use this section to add or highlight anything else you feel or think needs to be added to this report.

EXHIBIT “F” (to sample agreement)

REQUEST TO REMOVE PARTICIPANT FROM PROGRAM



REQUEST TO REMOVE PARTICIPANT FROM PROGRAM

Date:

Program Name:

**Participant
Name:**

**LAR or
Booking #:**

Supervising Agency: Sheriff Probation

**Name of staff member requesting
removal:**

Reason for Removal:

(Form to be used when the contracting provider wants to end a participant’s stay in the home immediately.)

Completed forms should be sent to:

CBOPrograms@kernsheriff.org

EXHIBIT “H” (to sample agreement)

KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES HOUSING GUIDELINES

Quality Standards Program



**Kern Behavioral
Health & Recovery**

*Quality Standards
Program*

Revised March 2025

Housing is one of the necessities in life, yet many people who deal with behavioral health issues struggle to access decent, safe housing that supports their recovery.

KernBHRS Housing Services reserves the right to update and/or change any provisions within this manual at any time. Providers will be notified of any changes.

Quality Standards Program

Housing Services Team Contact Information

Lourdes Torres – Behavioral Health Unit Supervisor I (661) 868-1832

Gerald Dawson – Substance Use Disorder Specialist II (661) 203-3630

Evan McFaddin – Behavioral Health Recovery Specialist III (661) 868-1734

Karen Patino – Behavioral Health Recovery Specialist III (661) 868-1743

Lizbeth Lopez – Departmental Analyst II (661) 868-1719

Eric Celedon – Office Services Technician (661) 868-1721

Kern Behavioral Health & Recovery Services – Kern Linkage Receptionist (661) 868-1841

Email: HousingServices@KernBHRS.org

The Kern Behavioral Health and Recovery Services' Housing Services Team serves as a liaison within the system of care, community-based organizations, providers, and partner agencies to aid in the placement of clients into safe, stable, recovery-oriented, and supportive housing. The Housing Services Team is responsible for the following:

- Collaboration with treatment teams for retention of current housing
- Coordination of supportive services for clients at high risk for homelessness
- Monitoring of Facilities
- Training of key stakeholders
- Mentoring of Housing Partners

The information in this guide applies specifically to those facilities that provide housing to adults aged 18 and above. Significant differences exist for those serving individuals under 18. Information on housing services for children can be found at the California Department of Social Services, Community Care Licensing, Children's Residential. Or by clicking here: [How to Become Licensed or Approved](#)

Housing is the first step to Recovery

HOPE, HEALING, RECOVERY



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Quality Standards Program

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Quality Standards Program

Purpose

Kern Behavioral Health and Recovery Services (KernBHRS) ensures behavioral health services, substance use treatment, and related supportive services are easily accessible. Adequate housing is a critical component of a client's recovery. The Quality Standards Program, hereinafter referred to as "QSP", ensures that KernBHRS places clients in safe and appropriate housing to support their recovery with the goal to eventually secure permanent housing.

Who May Apply to be a KernBHRS Housing Provider?

Any individual, association, corporation or governmental entity may apply for recognition as a KernBHRS Housing Provider, consistent with the County's policy on nondiscrimination and equal opportunity.

Why Would One Obtain a KernBHRS Quality Standards Program Certificate?

The QS Program Certificate is not a contract or certification. Housing facilities that wish to voluntarily apply into the program shall receive referrals or funding as appropriate from KernBHRS.

The QS process does not prohibit an individual or business from operating a housing facility that is not approved by KernBHRS. The QS process does not constitute an obligation by the County or the Department to ensure the facility is maintained at full capacity and owners/managers are strongly encouraged to accept clients from other referral sources.

How Do I Apply?

Potential Providers may begin the process by accessing information on the KernBHRS.org website under [Becoming a Housing Provider | Behavioral Health & Recovery Services](#). If you have any questions when beginning the application email HousingServices@kernbhhs.org. The Housing Services Team will guide the potential provider through the application process and have them submit all the appropriate documents.

The Housing Provider's completed application shall consist of the following items:

- Review the [Orientation PowerPoint](#) (pdf)
 - Sign and the [Orientation attestation](#), [Acknowledgement form](#), [Purpose and Intention form](#), [Treatment Team Notification agreement](#), [Ethics agreement](#), and complete the [Quality Standards Program application](#).



Quality Standards Program

- Email signed documents to HousingServices@kernbhhs.org
- Submission of its approved Policy and Procedures Manual
- Schedule an initial Quality Standards Program facility site review

Minimum Operational Requirements

Each facility must agree to the following requirements for each residence it wishes to house KernBHRS clients.¹

1. Housing Providers must allow KernBHRS Housing Services staff to inspect the facility with or without notice, to ensure Quality Standards are maintained. KernBHRS staff will provide identification prior to entering the facility.
2. The facility must post the QS certificate where it may be seen by anyone entering the facility.
3. Housing Providers will only accept KernBHRS clients approved for funding upon receipt of the "Housing Approval Funding Letter" for each month housing is requested.
4. Housing Providers who have not received a "Housing Funding Approval Letter" within five (5) calendar days of the 1st of each additional month in which the client continues to be housed, must contact Housing Services staff and/or the assigned case manager promptly. Compensation for housing may be delayed or denied if the appropriate contact is not made.

Management Responsibilities

1. The person(s) in charge of the facility must be clearly identified. This person(s) is/are responsible for the maintenance and safety of the building. If the facility manager designates their responsibility to another individual, the chain of authority must be clearly defined.
2. The designated personnel in charge must call 911 for any medical emergencies regardless if the resident, visitor, or staff declines medical response. The person in distress can decline medical response from first responders once they arrive. An incident report must be submitted directly following the occurrence.
3. At least one representative of the facility must attend all quarterly trainings coordinated through the KernBHRS Housing Services Team, with the exception of excused absences. An excused absence constitutes a representative contacting Housing Services twenty-four (24) hours prior to the start of the meeting. A letter

¹ Note: KernBHRS Housing Services reserves the right to update and/or change any provisions within this manual at any given time. Providers will be notified of any changes.



will be sent after an unexcused absence. **More than one unexcused absence will result in a plan of correction.**

4. The Director/Administrator will notify KernBHRS Housing Staff within twenty-four (24) hours of any changes in its facility staff and/or any circumstances that would affect its standing as a KernBHRS Housing Provider.
5. The Director/Administrator can submit an optional Emergency Response Action Plan to be implemented in the event of a large-scale emergency such as a utility outage, natural disaster, health or safety issues (i.e. Pandemic), or physical damage to the facility that will necessitate relocation of residents.

Staffing Requirements

6. There will be adequate staff per type of facility on site, based on the needs of the facility and the residents.
7. A designated staff member must be responsible for maintaining building and resident safety, maintaining records, collecting fees (if applicable), registering and ensuring individuals check in and out, and maintaining house rules. Other staff may be available, such as food service, groundskeepers, etc.
8. All staff must be trained in procedures to follow when a resident may show signs of a mental health crisis. Informational training and community resources will be presented at Quarterly Housing Provider Meetings.
9. Prior to employment, all personnel must pass a county background check.
10. No staff member(s) may have any pending criminal charges or outstanding warrants.
11. Staff, administration, and volunteers/interns shall not have any felony conviction on their record within the past 18 months of the date of employment or any active form of parole, probation, or mandatory supervision.
12. No facility staff member shall be currently affiliated with or participate in any criminal activity associated with a street, prison or motorcycle gang.
13. Staff members shall be substance-free while performing their job duties.
14. If facility is employing a resident, the resident must not have a supervisory role and will not dispense medication doses.

Facility Compliance with Codes and Permits

Each facility must ensure the following conditions are met:

1. Fill out your portion of the "Conditional Use Permit Verification" form.
 - a. Take the form to be completed by the appropriate City or County Planning Department.
2. Obtain a [Business Tax Identification Number](#)



Quality Standards Program

3. County: Sober Living Environments and Room and Boards are exempt for getting a county license. If the facility has a fictitious business name, the provider can take that to the [County Sheriff's Office Licensing Unit](#) to obtain an exemption letter.
4. City: The provider would contact the City's [Treasury Licenses Permit and Fees](#) department as it is a requirement for Sober Living Environments and Room and Boards.
5. Non-Profit Organizations: the city will need a 501C3 from the IRS
6. For Profit Organizations: the fee is \$39 for the initial application fee and \$34 for renewal
 - α. LLC, Corporation or a company that has a dba needs to registered with the [County Clerk's Office](#). The fee is \$43.
7. Meet fire safety standards, including those listing occupancy limits, smoke detectors, carbon monoxide detectors and the emergency exit plan.
 - a. If a facility is not required by the State to complete a Form 850 under the Department of Social Services licensing requirements, there is no mandate for a Fire Inspection. However, if applicable, documentation of the exemption must be provided upon request.

Fire and Health Standards - Health and Safety

1. There will be no smoking inside the building by staff, residents or visitors.
2. Smoking materials must be disposed of safely in appropriate containers.
3. Living and sleeping areas must be free of clutter and clothing stored in closets and dressers.
4. Smoke detectors, fire extinguishers, and carbon monoxide detectors must be installed according to fire marshal regulations and requirements (Chapter 8 – Carbon Monoxide Poisoning Prevention Act of 2010; 13261 & 13262. Chapter 2 – Health and Safety Code, Housing; 17926, 17926.1).
5. Exit doors must be clearly marked and easily accessible.
6. Fire drills from sleeping areas must be conducted and listed in a master log.
7. Emergency exit routes must be clearly posted.
8. The kitchen and dining areas must be kept clean.
9. Food must be stored in sealed containers in the refrigerator(s). It is recommended to mark containers with expiration dates.
10. The refrigerator(s) must be kept clean inside and out.
11. Stove(s) and oven(s) must be kept clean and free of grease.
12. The dining room must be able to seat the number of residents in the facility.
13. Kitchen garbage must be taken out daily to prevent health hazards.



14. There must be adequate hot water for dishwashing and bathing.
15. Bathrooms must be kept clean daily.
16. Bathrooms must be free of mold, grime, and stains.
17. The home must be free of pest infestations, including but not limited to, ants, cockroaches, bed bugs, and rodents.
18. Buildings must be properly maintained with a clean interior and exterior.

Food Service

Facilities with food service included in the fees will adopt the following standards:

1. The Admissions orientation shall include the dining rules and scheduled times for each meal.
2. A menu shall be posted in a location available to all residents.
3. Employed residents shall receive lunches suitable for consumption at their work sites.
4. Residents who will be absent at mealtime may request a meal be reserved and eat it when they return.
5. Facilities without full-time staff shall make available appropriate service ware; plates, glasses, and eating utensils, etc. to be utilized by the residents for between meal snacking or drinks in the absence of staff.
6. Facility should make available appropriate food storage containers or coverage materials so that food is placed in the refrigerator or freezer properly.

Facilities not including food service in the fees will adopt the following standards:

1. Residents shall have access to the kitchen and cooking areas at all reasonable times.
2. A schedule of the timeframes in which residents may have access to the kitchen and cooking areas shall be posted in a location visible to all residents.
3. Meal preparation policies shall be posted in the kitchen area and included in the admissions orientation.
4. Locked dry food storage containers and/or cabinets shall be provided to reduce borrowing or theft of another's food.
5. Personal food items shall be labeled and made accessible only to the owner of the item.
6. Residents using the kitchen facilities shall ensure the kitchen is cleaned and food properly stored prior to leaving the area.
7. Kitchen facilities must provide adequate cooking and storage space to meet the needs of the home and the residents.



Residents Living Space

1. Each resident must have his or her own bed on a bed frame and located in a bedroom.
2. The bedrooms must not be overcrowded and must not be used for any other purpose.
3. Bedrooms must include a designated closet and dresser space for each resident.
4. Bathrooms must be conveniently located and provide adequate facilities for hygiene and privacy for each resident.
5. The bathrooms must be clean, provide privacy and contain adequate soap for both bathing and handwashing.
6. Bathrooms must be stocked with toilet paper as follows: one (1) roll per resident plus one roll on the spindle in each bathroom. If there are 24-hour staff on the premises, each bathroom spindle should be filled with the additional supplies available through staff.
7. A community living area must be made available to all residents and guests for meetings and house events such as parties, holidays, and celebrations.
8. All community rooms shall have adequate natural and/or artificial lighting to permit normal indoor activities and to support the health and safety of occupants. The dwelling must have sufficient electrical sources so occupants can use essential electrical appliances. The electrical fixtures and wiring must ensure safety from fire.
9. Heating and cooling units must be sufficient to keep residents comfortable at all times and will be in working order per California Code and Regulations.
10. Facility thermostats will be set no lower than 68 degrees and no higher than 77 degrees.
11. Facility staff will watch for signs of heat stress disorders in residents which include the following: heatstroke, heat exhaustion, heat cramps, heat collapse or fainting, heat rash, and heat fatigue.
12. It is the facility's responsibility to keep all interior and exterior doors in working order and not have any exposed hinges. All repairs must be done in a timely manner.

Security

13. All exterior doors and windows must open and close and have working locks. Windows must have screens in good condition.
1. Visitors to the facility must sign in and out using their full legal names.
2. Staff in charge of the facility must be easily identified.



Comfortable Residence Assurance

Each facility must provide the following to assure a comfortable residence.

1. A homelike and comfortable setting.
2. Evidence of residents' personal possessions and decorations, indicating residents feel welcome.
3. Daily access to three (3) nutritious meals plus snacks using the recommendations provided on www.MyPlate.gov taking care to respect dietary restrictions including those related to religious and cultural limitations.
4. Opportunities to access community, cultural, recreational, and spiritual activities, provided at the residence or from other sources.
5. Designate appropriate smoking and non-smoking areas
6. Quiet areas
7. Adequate personal space for privacy
8. Property Security
 - a. *SLE ONLY – The "Daily Entry and Exit Log" must be maintained for: One (1) year as they enter and exit the facility. It will include a record of the time and date they leave the residence and will record the resident's destinations and expected time of return. This will give staff the ability to track the movement of residents for reasons other than treatment.
9. Visiting areas

Treatment Team notification

The Provider upon being included in a Release of Information obtained by the treatment team, must notify the Case Manager and/or treatment team and Housing Services within 5 days of the observation of any client behaviors and/or increased symptomology which may be disruptive or harmful to themselves or others. In addition, should the behaviors warrant removal (termination of housing or eviction) of the client from the residence/facility, the provider will make contact with both the treatment team and Housing Services prior to taking any actions.

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KernBHRS Potential Housing Provider Application

Initial Application

Applications are reviewed to ensure all conditions meet or exceed the minimal conditions described in the QS. Housing Services may not approve an application if any of the following apply:

1. The applicant fails to correct conditions or to provide missing information
2. Facility Fire clearance is denied
3. The applicant fails to conform to applicable zoning and land use ordinances
4. The applicant knowingly provides any false or misleading information on the application
5. The Probation Department or other recognized authoritative entity provides information to Housing Services that warrants denial of the application. This may include arrest records or other information willingly withheld from Housing Services.
6. The applicant notifies the housing team they wish to withdraw the application.

Requirement to Submit New Application

Housing Provider status will terminate if the applicant does any of the following:

1. Sells or transfers a controlling interest in the ownership of the facility, unless the transfer applies to stock and does not constitute a majority change in ownership.
2. Requests to be removed from KernBHRS housing list
3. Changes location
4. Becomes deceased, if the applicant is a sole proprietor
5. Abandons the facility
6. Modifies the facility including, but not limited to, the number of persons served

QS Program Certificate

The initial certificate will be valid for one (1) year from the date of issue, then may upon renewal be approved for up to two (2) years after. See page 6 for definition of certificate.



Renewal of Certificate

1. No less than thirty (30) days prior to the expiration date on the Quality of Standards Program certificate, Housing Services will notify the Director/Facility Administrator of the approaching expiration. Failure to receive a notice does not relieve the applicant/provider of the duty to renew the QS certificate.
2. The Director/Facility Administrator must contact the Housing Services Team to schedule a site visit.

Denial of Certificate

Housing Services may not issue or renew a QS certificate for any of the following reasons:

1. The Facility application indicates non-compliance with the QS.
2. The applicant fails to remedy any identified deficiency(-ies).
3. The Probation Department, the Sheriff's Department or other recognized authoritative entity provides information to Housing Services that supports the denial of the application. This may include information such as arrest records or other information willfully withheld from Housing Services.

Right to Appeal a Denial of Certificate

If Housing Services denies a certificate, a notice will be sent to the applicant that includes the following:

1. An explanation of the reason(s) for denial.
2. A detailed list of any corrections required for the deficiency(ies) identified in the notice.
3. A specific period for compliance.
4. Notice of the applicant's right to appeal and request reconsideration.

To appeal a denial, contact the Housing Services Team for the process for reconsideration within ten (10) business days of the date of the notice.

1. Within thirty (30) calendar days Housing Services will make a final determination and will notify the facility to either uphold, modify or reverse its decision regarding the denial of the renewal certificate.
2. Any Facility receiving a final decision of a denial, suspension or revocation of its approval status must wait a period of no less than 6 months prior to submitting a new application under the QS Certificate Program.

Monitoring and Inspection

Housing Services will complete up to four (4) unannounced site visits per year to monitor each participating facility. Site visits can be in person or via Microsoft Teams. Additional



Quality Standards Program

unannounced visits may be necessary to monitor the QS or to investigate a complaint. Renewals and other meetings will be by appointment.

Housing Services or law enforcement may conduct a site inspection including interviewing facility staff and residents with or without advanced notice and upon presentation of proper identification, to ensure the QS are maintained.

1. The Facility must provide a copy of the current Business License and Conditional Use Permit upon request by the Department.
 - a. [City Business License](#)
 - b. [County Business License](#)
2. The Facility will immediately report to the Department any investigations or citations by Law Enforcement, Code Compliance or Code Enforcement, Fire Marshal, Environmental Health or any other regulatory authority.
3. If the inspection reveals deficiencies, a written Notice of Deficiency listing all deficits will be mailed to the Facility Director/Administrator within fifteen (15) business days. The notice of deficiency will specify:
 - a. The page numbers of the QS or code section of each statute or regulation violation
 - b. Any expected corrections for each deficiency
 - c. The date by which corrections must be completed
 - d. Procedure for appeal
4. The Director or designate must provide Housing Services with a written response within thirty (30) business days from the date of the notice identifying corrections and the date of completion. Corrective Action Plans may be imposed if this requirement is not met.
5. If the visit is a result of a complaint, any alleged criminal activity will be reported to law enforcement.

Grievances

Any person may file a grievance regarding a violation of the Quality Standards Program by contacting the [Patient's Rights Office](#) directly at 844-360-8250 or by email at BHRSPatientsRights@kernbhrs.org.

1. No investigation will disclose the name of the complainant if anonymity is requested, unless legally required to do so.
2. Patients' Right's will determine the best course of action to resolve grievances.
3. Grievance investigations may result in a follow up site visit.



Public Safety

If KernBHRS Housing Services or any regulatory authority determines there is an emergency that jeopardizes facility or public safety, they may recommend facility referrals be deferred pending further investigation. Other affected parties will be immediately notified by KernBHRS Housing Services.

Plan of Correction

The Plan of Correction protects the safety of the community, staff, and residents, and assists the facility in maintaining a quality level of care and service. Each Plan of Correction will be handled separately. Housing Services may impose one or more of the following in a Plan of Correction for a violation of the QS:

1. Informal Reprimand
2. Formal Reprimand
3. May include either of the following:
 - a. Suspension of approved housing provider status
 - b. Revocation of approved housing provider status
4. Housing Services may recommend that the approved housing provider status be revoked as a disciplinary measure, according to the Right to Appeal.
5. Housing Services may include any regulatory agency prior to a Corrective Action Plan.
6. Housing Services will send a written notice to all involved parties if the facility has received a Suspension or Revocation.

Failure to Execute a Plan of Correction

Failure to complete a Plan of Correction by the due date may result in a more prescriptive Plan of Correction, suspension of referrals, up to and including permanent revocation of approved housing provider status.

Right to Appeal an Imposed Plan of Correction

Any individual or facility has the right to appeal any Plan of Correction.

1. If a Plan of Correction is requested, Housing Services will provide the Facility with written notice and the extent of the corrective action plan. The notification will include a copy of the appeal procedures.
2. Upon receipt of the notice of the Suspension or Revocation of approved housing provider status, the facility may take voluntary corrective action unless the basis for the corrective action is due to an immediate danger to the health, safety, or welfare of the residents, staff or public. If the facility appeals the notice of the Suspension or Revocation, the appeal must be in writing and received by the



Quality Standards Program

Housing unit within ten (10) business days of the date on the notice of Suspension or Revocation.

3. If the Facility appeals the Plan of Correction, the appeal must be in writing and received by the Housing Unit within ten (10) business days of the date of the Plan of Correction notice.
4. Upon receipt of a properly executed Plan of Correction appeal within the allotted timeframe, Housing Services will review the appeal and may hold a meeting with community partners, if necessary.
5. After evaluation of the written appeal, a final letter of determination will be issued by the Housing Services Team to the applicant.

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Policy and Procedures Manual

The potential provider shall submit and receive approval of their facility's Policy and Procedures Manual which must contain the items listed below. Additional requirements can be found in the Specialization Section under the 'type' of the facility(ies) for which the applicant is applying.

Provider Summary

The potential provider will provide a summary of services to be delivered within their facility. This should describe the intent, purpose and mission of your facility. The summary should contain the following:

1. A statement explaining facility capacity and specific population served.
2. A statement of staff qualifications and experience
3. A statement that describes the partners, sponsors or volunteer agencies that will contribute to the operation of this facility.

It shall also include but is not limited to the following:

1. Physical Environment and Amenities
2. The facility's physical location
3. Number of people per bedroom
4. Whether meals are included and if not, what accommodations are provided
5. Staffing available
6. Transportation if applicable, staff provided and/or available public transit within walking distance
7. Recreation and leisure opportunities within walking distance
8. Laundry facilities
9. Space for leisure activities, meetings, and visiting

Proof of Operational Documentation

The potential provider will submit clear and legible copies of the required documents necessary to operate their facility in full compliance of the law and as required prior to becoming an Approved Housing Provider. Documents to be submitted may, if applicable, include the following:

1. State License
2. Business License
3. Conditional Use Permit or CUP verification form
4. Automobile Liability Insurance
5. Commercial General Liability Insurance



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6. Workers' Compensation Insurance
7. List of Current Employee Name(s) with Background Checks
8. Resident Roster Copies of any contracts that demonstrate services required that attribute to the maintenance or safety of your facility such as gardener, pest control, pool maintenance, security system, etc.

An "Approved" status for obtaining and/or maintaining the QS expectations is required to continue receiving referrals and limited funding from KernBHRS for housing placements.

Good Neighbor Policy

1. The facility has a Good Neighbor policy that will be in effect as soon as the facility opens its doors.
2. The facility has a written procedure to address neighborhood complaints.
3. The neighboring residences are advised of the facility's complaint procedure.
4. One person is assigned to handle neighborhood complaints in a positive manner.
5. The facility addresses issues promptly and attempts to resolve them in an expedient manner to avoid recurrences.
6. The complainant is encouraged to contact KernBHRS Housing Services if the problem has not been resolved by the facility.
7. Staff and residents display an attitude reflecting their desires to be productive members of the community.
8. Staff and residents only use the backyard for outside activities, such as socializing and smoking, not the front yard.
9. Staff and residents do not play radios or other music outside the house or in a manner that would disturb neighbors or other residents inside the home.
10. Staff and residents do not borrow money or items from neighbors.
11. Staff and residents do not use loud, abusive or vulgar language in or around the facility.

Medications Policy

Each facility will have a written policy regarding the use and storage (if applicable) of a resident's medications, both prescription medications, as defined in the glossary of this document, and over-the-counter medications. Medications must be properly secured. This does not apply to those medications, such as asthma inhalers, which require immediate access.

Due to the upcoming Senate Bill 43, KernBHRS is requiring providers to include in their policy and procedures manual to detail if they are able to support basic medical care for co-medical clients as well as MAT services



1. Facility staff will not dispense medication but must make it available to residents at clearly posted times of availability. Each facility will keep a master medication log available for inspection by KernBHRS Housing Services.
2. No staff members, including volunteers, who are or have been a client within the KernBHRS System of Care or Adult System of Care within the last 18 months shall have access to or handle the prescription medications of any resident.

Service Animals Policy

If applicable, The Facility will have a written policy regarding service animals on the premises. It is recommended that a [sign](#) be placed on the premises with the following verbiage "No animals except service animals that are specifically trained to aid a disabled person." The policy shall include which service animals may be accepted at the residence and if documentation is needed. The facility will also ensure that its policy includes the following:

1. Animals accepted, i.e. cats, dogs, etc. are in compliance with City and County ordinances regarding proper licensure, vaccinations, and leashing laws.
2. Animals are free from pests, i.e. fleas, ticks, worms, and any other infirmity that may infringe upon the living conditions of other residents.
3. Outline the designated areas in which animals will eat, sleep and eliminate.
4. The protocol used for animal clean-up, i.e. urine, feces, and other.

Pet Policy

If pets are allowed on the premises, the facility will create their own policy regarding which animals are allowed and rules that will need to be adhered to.

Pest Control Policy

The Facility will have a written pest control policy that includes the following:

1. Checking for bed bugs, lice, fleas, scabies or any other general pests upon admission.
2. The method for controlling ants, bed bugs, lice, scabies, fleas and/or ticks or other general pests.
3. The plan to monitor infestation of any kind until the individual/residence is cleared.

Note: The Housing Team reserves the right to require facilities to acquire professional pest control at owner's expense if attempts at self-controlling results in continued pest issues. Copy of receipt will be submitted to housing services. This request will be in the form of a plan of correction.

Emergency Response Action Plan

The Director/Administrator can voluntarily create their Emergency Response Action Plan to be implemented in the event of a large-scale emergency such as a utility outage, health or safety crises, natural disaster or physical damage to the facility that will necessitate relocation of residents.

The following sections are recommended:

1. Emergency transportation
2. Storage of and access to emergency food and household supplies
3. Handling of Medications, if applicable
4. Designated Relocation Site
5. Communication to stakeholders i.e. KernBHRS, residents' emergency contacts, and Emergency Service organizations, such as Fire, Police and EMTs.
6. Communication of unusual occurrences to Housing Services Team
7. Inform Housing Services Team of where the client has been relocated.
8. A map of the designated exit routes and meeting places, identification of Safety Officer(s) and/or emergency contacts, the location of first aid kits and other medical supplies.
9. An outline of the process in which the facility will conduct Emergency Drills, including a log of each occurrence.

In the case of a Public Health Emergency, the following information can be included:

1. Responsibilities of residents, managers, supervisors, staff, and interns/volunteers.
2. Plan to transition to virtual appointments if necessary.
3. Steps and tools to identify clients who may be affected
4. Medical Testing – facilities to be used
5. Protective Equipment to be used and where it will be stored
6. Procedures to ensure Social Distancing
7. Designated Quarantine Areas for the affected
8. Monitoring to ensure client and employee safety.
9. Rules & Policies regarding adherence to Federal, State, and Local guidelines. (i.e. State issued Shelter in Place Order)

An Emergency Response Action Plan template can be found in the Appendix of this document.

Employee Policies and Procedures

The following items will be included in the staffing portion of the manual:

Quality Standards Program

1. Job descriptions for all staff positions
2. A formal staff discharge procedure
3. An organizational chart of the entire agency, that shows lines of authority that is updated annually
4. An Equal Opportunity Employment Statement
5. A procedure to immediately notify KernBHRS Housing Services of changes in the facility's administrative staff
6. A procedure for reporting unusual occurrences (KernBHRS provides the unusual occurrence form)
7. A Drug-Free Workplace Policy
8. Non-Discrimination Procedure
9. A written prohibition against sexual harassment
10. A written prohibition against discrimination in the provision of services
11. A written prohibition against the inappropriate use of prescription and/or over the counter (OTC) medications at the facility
12. A written prohibition against personal and financial conflicts of interest
13. A written policy regarding employee background checks. Each staff member whose duties involve contact with residents' medication, money, financial documents, or reports has undergone a background investigation and the results are contained in their personnel file.
14. The facility has a list of the persons authorized to provide reports, letters, and other correspondence to any Court, County Department or agency.

Authorized Personnel Policy

Facility shall have a written policy that lists the criteria by which staff are authorized to have access to Resident Files and prescription medications.

SLE Only – Policy shall also include:

1. Should the facility be required to submit resident progress reports to the appropriate court, County Department, agency, or office, upon request, or as required by the terms of the criminal justice referral, the policy shall outline which staff is authorized to provide such reports, letters, and/or other correspondence to any Court, County Department or agency.
2. The policy shall outline the requirements for personnel authorized to conduct Drug and Alcohol Testing and have access to said information.

Intake and Admission

1. The facility will have a written intake and admission procedure.



2. During the intake and admission appointment the facility staff will complete the following for potential residents:
 - a. Identify any of the individual's prescribed medications
 - b. Provide the individual with a copy of the facility rules and procedures, and ensure the acknowledgment form is signed and kept in the resident's file.
 - c. Require all consent forms and confidentiality waivers are signed by the individual
 - d. Assist the individual in reading, understanding initialing, and signing all forms

Resident Files

Resident files must include the following:

1. Resident Record:
 - a. Personal data that provides an identification profile, emergency contact(s) and name of physician(s).
 - b. The length of recovery and source of referral are appropriate.
 - c. Relevant information regarding each resident's goals for recovery and a signed Residential Agreement.
 - d. The date of the resident's entry and completion or termination date from the facility, including the circumstances of the individual's exit from the facility.
 - e. The resident's fee payment record, including signature, date and amount of each payment.
 - f. Rules, regulations, intake forms and sliding fee schedules that have been individually signed and dated by the resident upon entry into the program.
 - g. The resident's medication list and dosage amounts.
 - h. Signed and executed Release of Information form between housing provider, resident, and treatment team.
2. Housing Services will not access individual files of residents who have not been referred by the criminal justice and/or mental health system without informed consent, court order or application of any exemption to 42 CFR Part 2. The waiver and authorization of voluntary residents does not constitute permission to access the voluntary residents' files.

Max Housing Assistance

Due to inflation and rising rent fees, Housing Services will no longer provide assistance beyond the max set by Kern Behavioral Health & Recovery Services. Kern Behavioral Health and Recovery Services has the right to set and change this max rate depending on available funding and based on average housing rates in the community. An increase up



Quality Standards Program

to 8.8% per year is allowable per the [California rental law](#). Housing services reserve the right to deny rate increase proposal for county funded clients.

Rate Increases: When requesting a rate increase, the provider will be required to include a justification of the rate increase including a list of services provided.



Payment and Schedule of Fees

1. A written policy regarding fee payments, advanced fee payments, late payments, payment plans, and refunds.
2. A written policy regarding collection of fee payments; receipt for payments received shall include the resident's name, program name, the purpose of the fee, the date and the name of the person issuing the receipt, and the time frame for which the fee was paid.
3. Each facility will have a written fee schedule that is provided to all residents and is posted at the facility, including a sliding fee scale.
4. Facilities will advise all individuals of the exact fees required for the program, and fee payment policies or procedures at the time the resident is admitted into the program.
5. A facility will not charge a resident more than the actual cost to the facility for supplies and staff time.
6. Individuals are notified at Intake what items are included and which items the resident must provide.
7. Signed copies of Notification of Payment, rental agreement, and schedule of fees shall be retained within the resident's individual file and subject to review by KernBHRS, upon request.

Housing Specialization

Sober Living Environments/Transitional Sober Living

The Sober-Living Environment (SLE) is a twenty-four (24) hour community living environment, which includes the following components:

1. Regular meetings between the persons served and program personnel as requested by the treatment team.
2. Opportunities to participate in activities typically found in a home, such as cooking, housekeeping, gardening, and social interaction.
3. Transitional SLE's are the least restrictive housing setting. TSLEs will not require twenty-four (24) hour supervision.

Individuals admitted to these types of housing should have already completed a more structured Sober Living Environment program, and have been approved by the SLE, Treatment Team, Probation, Parole, or Sheriff's Department. Unlicensed Transitional Sober Living Environments are a less structured homelike community environment that supports a substance free lifestyle and considered a "step-down" from a Sober Living Environment. Applicants should have employment, or stable income.



Residency Requirements

The residency requirements must be clearly defined. At a minimum, they should include the following:

1. The desire to live a substance-free lifestyle
2. Participation in a formal alcohol or drug recovery program, or documented stability in a self-help group
3. A willingness to abide by the house rules as documented in a signed residential agreement.
4. Restriction to the facility for the first thirty (30 days) of residence, except for employment or job search, and for treatment or AA/NA meetings.
5. Resident Log: This is a continuing record of residents as they enter and are discharged from the program residence. The log includes referral to the home and circumstances of exit from the program so that management and staff have a quick review of residents registered in a given year, along with the number of people moving out and the reasons for doing so.

House Rules

The rules of the house must be clearly defined. Optional rules may be applicable depending upon the needs of the program participants; however, they must be consistent with resident needs, but should not be too restrictive. At a minimum, these rules must include:

1. No use of any substances, either legal, illegal or controlled, except for medication(s) as prescribed by a licensed medical professional.
2. No substances whether legal or illegal shall be brought onto the premises at any time.
3. Attendance at weekly house meetings is mandatory.

Physical Environment

The environment of the SLE should encourage residents to contact each other incidentally, informally, and without status barriers. Ordinary contacts with each other during the day are important for recovery.

Immediately report to Housing Services, any investigations or citations by Law Enforcement, Code Compliance or Code Enforcement, Fire Marshal, Environmental Health or any other regulatory authority. Failure to report can result in a plan of correction.



Visitation Rules

Each certified sober living environment facility will have a written visitation policy that includes the following safeguards:

1. All visitors will sign in and out of the facility, using their full name.
2. All visitors will leave the facility no later than 10:00 p.m.
3. Designated visiting areas will be located in the common living areas of the facility.
4. All staff, residents, and visitors will be substance-free while on the premises.
5. Visitors will not be left alone in the facility at any time.
6. No visitor of any age will stay overnight in the facility except minor children as mandated by the Court.
7. Regulations regarding children visiting the facility will include:
 8. Specific hours for visits
 9. The type of supervision required
10. Restriction of children to the common areas except when overnight visitation is mandated by the Court in which case the client and child(ren) will have a bedroom to themselves.

Designated Supervisory Personnel

1. Each sober living environment facility must have 24-hour onsite coverage.
2. Transitional sober living environment facilities are encouraged but not required to have 24-hour onsite coverage.
3. Each Director and/or House Manager must have been substance-free for a minimum of two (2) years prior to employment in the designated supervisory position.
4. During each day, all residents must be actively involved in treatment, education, employment, job search, counseling, or other activities necessary to the treatment and recovery process.

House Meetings

The facility will hold at least one house meeting per week to discuss housekeeping and roommate issues.

Resident Schedule

1. Each resident will provide facility management with his or her work and/or education schedule along with the address and telephone number of the place of employment or education.
2. Each resident will notify management and program staff or their case manager of any change in his or her treatment, work, education or additional activity schedule.



Curfew

All facilities will have a resident curfew per their policy and procedure manual. In coordination with the treatment provider, a facility director or house manager may, on a case-by-case basis, give an individual permission to stay out past the curfew in order to go to or from work. Permission may be granted in the case of emergencies. The treatment coordinator or case manager and the referring criminal justice agency must be informed of curfew waivers when applicable.

Overnight passes may be provided to residents, with the approval of the treatment provider and referring criminal justice agency. Residents must be in good standing in both the treatment program and in the SLE, when applicable.

Drug and Alcohol Testing

1. A referring criminal justice agency may impose and provide drug and alcohol testing to a resident. The SLE will also require drug and alcohol testing.
2. Drug and alcohol testing will only be conducted by authorized staff who have met the following criteria:
 - a. Staff members, including volunteer staff, must not currently nor within the last 18 months have been an active client within the KernBHRS system of care.
 - b. Staff or volunteers that are KernBHRS clients cannot administer drug and/or alcohol testing on other KernBHRS residents nor have access to their drug testing files and documentation.
3. All residents must be tested at random to protect the safety and integrity of the facility and the residents. Testing will occur at intake and no less than one time per month. A testing log will be kept in a master file and all testing results maintained in the resident file. Testing on suspicion is always encouraged. These records are subject to review upon request by the Housing Services team.
4. Drug testing standards must be provided to the resident as part of the intake packet or resident handbook and a signed acknowledgment will be kept in the resident's file.
5. The cost of the testing may be paid through any of the following:
 - a. Assumed by the SLE
 - b. At the client's expense
 - c. Included in the monthly resident fee
 - d. Or other arrangements identified in writing.
6. SLE providers must have a written policy identifying how many positive tests are allowed before discharge. This information must be contained in the agency's intake agreement or resident handbook.



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7. Positive drug tests of residents must be reported immediately to the referring criminal justice agency in accordance with the requirement of the referring agency.
8. SLE providers must specify the criteria for re-entry of individuals who may have relapsed.

Room and Boards

1. Provide services to individuals referred by the Department, Contract Providers, and other affiliated agencies with the full range of residential services offered to other clients residing in your facility.
2. All house rules, fees, and other policies should be posted, and all residents shall be provided a signed copy as part of the intake process. A copy of all signed forms shall be retained within the resident file.
3. If there is no on-site staff available, the housing provider must provide 24/7 access via phone to a Supervisor in case of emergency or other issues related to residents.
4. Housing Services will not access individual files of residents who have not been referred by county agencies including KernBHRS without informed consent, court order or application of any an exemption to 42 CFR Part 2. The waiver and authorization of the voluntary resident does not constitute permission to access the voluntary resident's files.
5. Immediately report to Housing Services, any investigations or citations by Law Enforcement, Code Compliance or Code Enforcement, Fire Marshal, Environmental Health or any other regulatory authority. Failure to report can result in a plan of correction.

Visitation Rules

Each certified sober living environment facility will have a written visitation policy that includes the following safeguards:

1. All visitors will sign in and out of the facility, using their full name.
2. All visitors will leave the facility no later than 10:00 p.m.
3. Designated visiting areas will be located in the common living areas of the facility.
4. All staff, residents, and visitors will be substance-free while on the premises.
5. Visitors will not be left alone in the facility at any time.
6. No visitor of any age will stay overnight in the facility except minor children as mandated by the Court.
7. Regulations regarding children visiting the facility will include:
8. Specific hours for visits
9. The type of supervision required



10. Restriction of children to the common areas except when overnight visitation is mandated by the Court in which case the client and child(ren) will have a bedroom to themselves.

Adult Residential Facility and Residential Care for the Elderly

Adult Residential Facility (ARF) and Residential Care for the Elderly (RCFE) Providers shall:

1. Maintain an unrestricted license as an Adult Residential Facility or Residential Care for the Elderly issued through the [Community Care Licensing](#) Division of the California Department of Social Services. The license must be posted in a prominent, publicly accessible location in the facility.
2. Provide a copy of the Community Care License, Business License, Fire Inspection Certificate, and Conditional Use Permit upon request by the Department.
3. Immediately report to Housing Services any investigations or citations by the Community Care Licensing Division of the State of California Department of Social Services. Failure to report can result in a plan of correction.
4. Immediately report to Housing Services, any investigations or citations by Law Enforcement, Code Compliance or Code Enforcement, Fire Marshal, Environmental Health or any other regulatory authority. Failure to report can result in a plan of correction.
5. The facility will provide three meals and snacks daily based on a planned menu that demonstrates knowledge of proper nutrition.
6. Provide services to individuals referred by the Department, Contract Providers, or affiliated agencies with the full range of licensed adult residential services offered to other clients residing at your facility.
7. Recreational and social activities
8. Daily Entry and Exit Log: This is a continuing record of residents as they enter and exit the facility. It will include a log of the time and date residents leave the facility; recording their destinations and expected times of return. This gives staff the ability to track the movement of residents for reasons other than treatment.
9. Daily Medication Log: A daily medication record of clients/residents indicating date and time medication was taken and if any change in behavior is noticed as defined by facility license.

Visitation Rules

Each Adult Residential Facility (ARF) and Residential Care for the Elderly (RCFE) Facility will have a written visitation policy that includes the following:

1. All visitors will sign in and out of the facility, using their full name.



Quality Standards Program

2. All visitors will leave the facility as dictated on their Policies and Procedures Manual.
3. Designated visiting areas will be located in the common living areas of the facility.
4. No adult or child visitor shall stay overnight in the facility unless the facility is specifically licensed by the State of California for such purpose, or unless such visitation is pursuant to court order.
5. Visitors will not be left alone in the facility at any time.
6. No visitor of any age will stay overnight in the facility except minor children as mandated by the Court.
7. Regulations regarding children visiting the facility will include:
 8. Specific hours for visits
 9. The type of supervision required
 10. Restriction of children to the common areas



GLOSSARY

These definitions apply to terms used in the Quality of Standards Program (QS) unless noted otherwise:

ADULT: An individual who is eighteen (18) years of age or older or an emancipated minor.

ADULT RESIDENTIAL FACILITY (ARF): Facilities of any capacity licensed by DHCS that provide 24-hour non-medical care for adults ages 18 through 59, who are unable to provide for their own daily needs. They are sometimes referred to as "Board and Care Homes".

ADULT RESIDENTIAL TREATMENT FACILITY: A residential alcohol or drug abuse recovery or treatment facility that is designed to serve adults.

ALCOHOLICS ANONYMOUS (AA): International fellowship of men and women who have had a drinking problem. It is nonprofessional, self-supporting, multiracial, apolitical, and available almost everywhere. There are no age or education requirements. Membership is open to anyone who wants to do something about his or her drinking problem. AA is completely confidential, and it is assumed that all participants will remain anonymous.

APPLICANT: An individual who has expressed an interest in developing Behavioral Health Housing and has completed the application process.

BEHAVIORAL HEALTH: The connection between one's behaviors and well-being of the physical body. This includes the interplay between mental health and substance use disorders that over time may impact physical health.

BEHAVIORAL HEALTH HOUSING APPLICATION: All forms, attachments, and requirements in the QS process to be recognized as a facility who provides Behavioral Health Housing.

CAPACITY: Maximum number of persons authorized to reside in a facility at one time.

BEHAVIORAL HEALTH HOUSING PROVIDER: A housing provider that has agreed and complies with the QS.

COMMUNITY-BASED ORGANIZATIONS COMMITTEE (CBO): A collaboration of partners including Probation, Sheriff, and divisions within KernBHRS. The committee monitors the safety and QS of Sober Living Environments, provides recommendations regarding disciplinary actions, and Corrective Action Plans.

COMPLAINT: A formal or informal negative allegation regarding a possible violation of the QS and may include, but is not limited to, the following: criminal activity, resident safety, good neighbor policy, zoning issues, and use or sale of drugs.

CONVICTION: A judgment on a verdict or finding of guilt, a plea of guilty or a plea of nolo contendere for a felony or misdemeanor case.



CORRECTIVE ACTION PLAN: A disciplinary action to enforce the QS due to a violation of the QS.

COUNTY: Kern County.

COUNTY REFERRAL: A person who is directed to a treatment facility, SLE or Behavioral Health Housing by any Court, County Department or another county provider. The referral may still be under the supervision of the Court, County Department or agency.

CRISIS WALK-IN CENTER (CWIC): Facility located at the Mary K. Shell Facility, located at 2151 College Avenue, Bakersfield, in which individuals receive services when they are experiencing situational crisis, but do not meet criteria for admission to the Psychiatric Evaluation Center (PEC).

DAY: A calendar day unless otherwise specified.

DEFICIENCY: Failure to comply with the QS which may cause further disciplinary action up to and including removal from Behavioral Health Housing Referral List.

DHCS: The California Department of Health Care Services which is the single state agency responsible for oversight of non-medical drug and alcohol recovery services.

DIRECTOR/FACILITY ADMINISTRATOR: The individual responsible for the overall management of a facility who may possess a license issued by a state agency.

FACILITY: Any housing facility recognized by KernBHRS who accepts County referrals or funds.

FIRE INSPECTION: A Fire Inspection is required if the Facility is licensed by any of the following agencies: California Department of Social Services, California Department of Health Care Services, California Department of Public Health.

FORMAL REPRIMAND: For a serious violation, a letter of reprimand containing a description of the problem and recommended corrective action will be sent to the Facility and will become a permanent part of the Facility record.

GOOD NEIGHBOR POLICY: A written policy that informs neighbors of the facility function, its intent to be a good neighbor and provides assurance that the facility does not alienate its neighbors or the culture of the community. This policy must include the complaint process, how they are addressed and identifies the party responsible for correcting the concern on behalf of the facility.

HOUSING SERVICES: The operating unit of the Department responsible for monitoring recognized facilities and maintaining the conditions set forth in the QS.

INDEPENDENT LIVING: The ability to determine one's own choices and to reasonably demonstrate autonomy related to living, working and daily engagement in activities that provide a meaningful life, contribution, and purpose within one's desired community.

INFORMAL REPRIMAND: Suitable for a minor violation, an oral reprimand may include coaching to assist the facility in exploring remedies and documentation will remain on file for two (2) years.



Quality Standards Program

KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES (KernBHRS): The agency that provides mental health and substance use services to Kern County residents and the Department where the Housing Services Team is located.

LIAISON: KernBHRS staff who are assigned to provide communication and assistance between housing providers, outpatient teams, clients, and the Department.

MANDATORY QUARTERLY TRAINING: Scheduled quarterly training provided by Housing Services and Kern County Probation Department.

MEDICATION ASSISTED TREATMENT (MAT): Combines FDA-approved medications with counseling and behavioral therapies to treat substance use disorders effectively.

MOBILE EVALUATION TEAM (MET): A Behavioral Health team dispatched by law enforcement when a mental health crisis is identified in the community. MET provides crisis intervention, voluntary and involuntary assessment for psychiatric hospitalization and follow-up in the community.

POSITIVE TEST: A positive test result for alcohol or drug use.

PREMISES: All land, buildings, or other structures included on the property.

PRESCRIPTION (MEDICATION): Legally prescribed medication obtained by prescription from a licensed medical professional.

PROGRESS REPORT: The written or oral indications of a resident's overall progress in the SLE in which he or she is participating because of a court order or condition of probation.

PSYCHIATRIC EVALUATION CENTER (PEC/CSU): The Kern County facility designated for non-emergency involuntary psychiatric evaluation for minors and adults.

QS PROGRAM CERTIFICATE: The certificate awarded to a participating facility that has met the QS qualifications.

RELAPSE: An instance or period during which a person in recovery uses drugs and/or alcohol during or following participation in a substance use disorder treatment program.

REPRIMAND: Severe or formal criticism that could result in a change to approved housing provider status.

REPRESENTATIVE PAYEE: The individual or service assigned by the Social Security Administration to handle financial obligations on behalf of the Client, including paying rent and fees to the housing provider.

RESIDENT: An individual who resides in any housing facility.

RESIDENTIAL: A live-in substance use disorder treatment facility.

REVOCAION OF GOOD STANDING: A disciplinary action imposed upon a facility following non-compliance with the QS. In the event of an emergency that jeopardizes public safety and/or the safety of the residents, KernBHRS may remove the facility from the housing provider list and take additional action.



ROOM AND BOARD (R&B): Facilities that provide housing for adults who may be referred from KernBHRS.

SENATE BILL 43: Signed into law by Governor Gavin Newsom on October 10, 2023, introduced significant amendments to California's Lanterman-Petris-Short (LPS) Act, which governs involuntary detention, treatment, and conservatorship of individuals with behavioral health conditions. A key change under SB 43 is the expansion of the definition of "gravely disabled" to include individuals with severe substance use disorders (SUD), thereby broadening the criteria for involuntary treatment and conservatorship.

SOBER LIVING ENVIRONMENT (SLE): A facility that offers a substance-free residence for individuals, during or following participation in a substance use disorder treatment program, that does not provide any on-site drug or alcohol treatment services. A sober living environment (SLE) is one that complies with the QS.

SUBSTANCE ABUSE SPECIALIST: The certification status of an individual that has met the following qualifications: registration with an approved organization qualified to certify individuals as alcohol and drug counselors pursuant to California Code of Regulations (CCR) Chapter 8, Title 9, Section 13035(a), AND completion of 155 documented hours of formal Alcohol and Other Drugs (AOD) classroom education, AND completion of 160 hours of supervised AOD training, AND One (1) year experience in an alcohol or drug program providing recovery planning, group and/or individual services.

SUSPENSION: An action taken by the Department to disqualify a housing provider for a specific period of time according to the QS, during which the facility may not receive any referrals from KernBHRS. Residents of the facility prior to the suspension may remain in the facility.

TRANSITIONAL SOBER LIVING ENVIRONMENT (TRANSITIONAL SLE): Individuals who are independent that have already completed a program and are just in need of recovery-oriented housing. This type of facility offers structure but allows for a slow transition to independent living.

UNUSUAL OCCURRENCES: Any event or situation that has occurred at a Behavioral Health Housing Provider facility that may have caused, or has the potential to cause, physical or psychological harm to individuals who are receiving services from the Housing Provider. This definition also applies to visitors.



APPENDIX

The following forms required to be signed by the Facility Director/Administrator and returned to Housing Services

- Quality Standards Manual Application
- Acknowledgment Form
- Ethics Agreement
- Purpose and Intention
- Conditional Use Permit - City of Bakersfield
- Conditional Use Permit - County of Kern

The forms below are for your reference:

- Unusual Occurrence Report
- Site Visit Tool
- Provider Training – Absence Letter Template
- Sample Housing Services Funding Approval Letter
- Sample Housing Services Funding Termination Letter

Addendum

Emergency Action Plan: This document is not required but can be a helpful template for creating your own Emergency Action Plan.





Quality Standards
Program Application

FACILITY NAME	SITE PHONE	ADDRESS	ZIP
ADMINISTRATOR/DIRECTOR NAME	ADMINISTRATION PHONE	ADMINISTRATION/DIRECTOR EMAIL	
STATE LICENSE- If applicable (ARF's, RCFE's) <input type="checkbox"/> Yes <input type="checkbox"/> No	BUSINESS LICENSE <input type="checkbox"/> Yes <input type="checkbox"/> No	CONDITIONAL USE PERMIT (Applied or has) <input type="checkbox"/> Yes <input type="checkbox"/> No	
*CAPACITY (MAX PER CITY/COUNTY PLANNING) Select a number -	MALE/FEMALE/BOTH Select an item -	RATES (MONTHLY, WEEKLY, SLIDING SCALE)	

Services Offered: Select Yes or No (if yes specify).

Meals Provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If yes) Specify # per day	Select a number -
Snacks Provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	(If yes) Specify # per day	Select a number -
ADL Prompts	<input type="checkbox"/> Yes <input type="checkbox"/> No	Medication Prompts	<input type="checkbox"/> Yes <input type="checkbox"/> No
Laundry Assistance	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Typical Routine and Opportunities:

Number of Staff: Will you have on-site staff 24-hours 7 days per week? Yes No

Name: _____ Title: _____

Name: _____ Title: _____

Name: _____ Title: _____

Amenities: (Select Yes or No)

Walking distances to grocery store	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Walking distance to public transit	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Walking distance to community events	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Walking distance to places of worship	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Opportunity to participate in community activity	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Opportunity to participate in household activities	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you allow pets	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Do you allow service animals	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is facility handicapped accessible	<input type="checkbox"/> Yes	<input type="checkbox"/> No
*What is the facility capacity		
How many residents per room		

* You will need to obtain a Conditional Use Permit (CUP) Verification Form from Kern Behavioral Housing Services and have the document signed and document the capacity for your facility type. This is only if you do not have a Conditional Use Permit for your property.





ACKNOWLEDGMENT FORM

KernBHRS Quality Standards Program

I acknowledge that I have received a copy of KernBHRS Housing Services Quality Standards Program Manual. I acknowledge that I have reviewed and received a copy of this document.

I understand the following related to this document:

- There will be updates as needed and I am responsible for reading and understanding the updates
- This manual nor its contents create any contract or obligation between the housing provider and Kern Behavioral Health and Recovery Services
- As a voluntary KernBHRS Housing Provider, nothing in this manual constitutes a promise of payment or referrals

Name of Facility
Signature
Date





ETHICS AGREEMENT
KernBHRS Housing Services
Housing Providers

As a Kern Behavioral Health & Recovery Services Approved Housing Provider, I will:

1. Be dedicated to upholding the dignity and value of all human beings.
2. Provide a facility free from alcohol, drugs, and misuse of medications of any type.
3. Operate the home/facility within all city, county, state, and federal laws, rules, and regulations.
4. regulations.
5. Allow no physical threats or violence at the facility.
6. Maintain the home/facility consistent with the quality of the neighborhood.
7. Ensure that no weapons are allowed on the property of the home/facility.
8. Assure that neither management nor staff will become personally involved with a client of the home/facility.
9. client of the home/facility.
10. Maintain good relationships with neighbors and community.
11. Respect the privacy and personal rights of all residents.
12. Maintain a clean and safe environment for persons in recovery.

In signing this document, I agree to operate the home/facility in accordance with the Ethics Standards/Code of Conduct. Failure to operate within this code will subject me to suspension or revocation of my approved status with KernBHRS- Housing Services Program.

My signature below indicates my agreement to abide by this Code of Ethics/Conduct.

Name (print): _____ Signature: _____

Name of Facility: _____ Date: _____





PURPOSE AND INTENTION
KernBHRS Quality Standards Program

Kern Behavioral Health and Recovery Services Housing Services Team has established the Quality Standards Program. This is not a certification or accreditation, but an acknowledgment that a housing provider has agreed to meet the Quality Standards Program set in place by the KernBHRS Housing Services Team. The provider agrees to continue to uphold the requirements listed in these Standards; allow a minimum of quarterly unannounced site visits, yearly renewal inspections, and attend all quarterly provider training. Participating providers will receive a certificate issued by KernBHRS to signify agreement with these terms and referrals of KernBHRS clients who may be in need of housing to support their recovery.

Name (print): _____ Signature: _____

Name of Facility: _____ Date: _____





CONDITIONAL USE PERMIT VERIFICATION – CITY

This is to acknowledge that the individual named below has expressed an interest in becoming a Housing Provider to offer housing for the clients served by Kern Behavioral Health & Recovery Services. Our Quality Standards process requires verification that each facility has acquired a Conditional Use Permit, if applicable, in order to adhere to City ordinance and zoning requirements.

PROVIDER INFORMATION (To be completed by Provider):

Provider's Name: _____ Facility Name: _____

Facility Address: _____
Street City Zip

Type of Housing*: Supportive Transitional Residential Facility

Other _____

Capacity _____ Zone _____

Is Facility Licensed in State of California Yes No N/A

Licensing Agency _____ License Number _____

*see second page for description

**This section to be completed by City of Bakersfield Planning Division
 1715 Chester Avenue, Bakersfield, CA 93301-5210
 (661)326-3733**

PLEASE VERIFY THE FOLLOWING INFORMATION:

Is a CUP required at the above location and for the capacity stated? Yes No

If a CUP is not required, is the proposed use allowed? Yes No

Has the use already been lawfully established? Yes No

Notes (if applicable):

 Planner Signature Date

For Further Information, Please Contact
 Housing Services – 661-868-7512
 Kern Behavioral Health & Recovery Services



Bakersfield City Definitions

“Supportive Housing” means housing with no limit on length of stay, that is occupied by the target population and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community. Supportive housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. (Ord. 5048 § 2, 2021; Bakersfield Municipal Code Section 17.04.602)

“Transitional Housing” means buildings configured as rental housing, but operating under program requirements that require the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months from the beginning of the assistance. Transitional housing units are residential uses subject only to those requirements and restrictions that apply to other residential uses of the same type in the same zone. (Ord. 5048 § 4, 2021; Bakersfield Municipal Code Section 17.04.602)

“Residential Facility” means any group care or similar facility, licensed by the state of California, for twenty-four hour nonmedical care of persons in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual as provided in Section 1502 of the California Health and Safety Code. (Ord. 3964 § 4, 2000; Bakersfield Municipal Code Section 17.04.498)



Date: _____

This is to acknowledge that the individual named below has expressed an interest in becoming a Housing Provider to offer housing for the clients served by **Kern Behavioral Health & Recovery Services**. Our Quality Standards process requires verification that each facility has acquired a Conditional Use Permit, if applicable, in order to adhere to County ordinance and zoning requirements.

PROVIDER INFORMATION (To be completed by Provider):

Provider's Name _____ Facility Name _____

Facility Address _____
Street City Zip

Type of Housing _____ Capacity _____ Zone _____

Is Facility Licensed in State of California? Yes No N/A

Licensing Agency _____ License Number _____

This section to be completed by Kern County Planning & Natural Resources Department
 Public Services Building
 2700 "M" Street, Bakersfield, CA 93301-2370
 (661)862-8600

PLEASE VERIFY THE FOLLOWING INFORMATION:

Is a CUP required at the above location and for the capacity stated? Yes No

If a CUP is not required, is the proposed use allowed? Yes No

Has the use already been lawfully established? Yes No

Notes (if applicable):

Planner Signature _____ Date _____

For Further Information, Please Contact
 Housing Services – 661-868-7512
 Kern Behavioral Health & Recovery Services





Unusual Occurrence Report

Date of Report: _____ Name of Person Reporting: _____
 Date of Incident: _____ Time of Incident: _____
 Date Known to Agency: _____ Time Known to Agency: _____
 Reporting Agency Name: _____
 Reporting Agency Address: _____
 Location of Incident: _____
 Who was involved? Facility Staff Facility Resident Visitor
 Was there an alleged perpetrator? Yes No
 Was there a witness (if applicable)? Yes No

Note: Do not enter the name(s) of alleged victim(s) into this form. Housing Services will contact you to confirm the name(s) after the form has been submitted.

Type of Incident (Check All Appropriate Categories)

<input type="checkbox"/> Death, Other than Suicide	<input type="checkbox"/> Alleged Exploitation
<input type="checkbox"/> Death, Suspected or known Suicide	<input type="checkbox"/> Alleged Neglect
<input type="checkbox"/> Suicide Attempt requiring Emergency Medical Treatment (EMT)	<input type="checkbox"/> Alleged Verbal/Psychological Abuse
<input type="checkbox"/> Intentional Injury (Not Suicide Attempt) requiring EMT	<input type="checkbox"/> Rights Violation
<input type="checkbox"/> Client injured staff/another resident/visitor at site	<input type="checkbox"/> Theft/Fire
<input type="checkbox"/> Injury Not Intentional (Known or Unknown Cause)	<input type="checkbox"/> Media Interest
<input type="checkbox"/> Alleged Physical/Sexual Abuse	<input type="checkbox"/> Property Loss
<input type="checkbox"/> Alleged Physical/Sexual Assault	<input type="checkbox"/> Contraband
<input type="checkbox"/> Sexual Contact	<input type="checkbox"/> Criminal Activity
<input type="checkbox"/> Overdose	<input type="checkbox"/> Medical Emergency
<input type="checkbox"/> Other (Please Explain): _____	

Provide a detailed description of the incident (Do not include names of victims of perpetrators)

Please send this completed form through encrypted email to HousingServices@KernBHRS.org



Facility:	
Address	
Contact Person:	
Contact Phone	
Reviewer/s:	
Date of Site Visit:	

Facility Type		Total Beds		Avail Beds		Co-ed Beds	Avail Co-ed Beds	Referral		Type of Site Visit	
		M	F	M	F	M / F	M / F				
SLE	<input type="checkbox"/>	0	0	0	0	0	0	AB109	0	New Provider Review	<input type="checkbox"/>
R & B	<input type="checkbox"/>	0	0	0	0	0	0	KBHRS	0	Quarterly	<input type="checkbox"/>
ARF	<input type="checkbox"/>	0	0	0	0	0	0	Probation	0	QS Annual Review	<input type="checkbox"/>
RCFE	<input type="checkbox"/>	0	0	0	0	0	0	Self	0	Complaint	<input type="checkbox"/>
								Other	0	Other	<input type="checkbox"/>

SITE REVIEW

Minimum Operational Requirements The Behavioral Health Housing Facility includes the following components:	YES	NO	NA
1. Outside areas are pleasing to the eye; front yard is neat, clean and free of debris. Backyard is neat, clean and free of debris. It is also available and comfortable for resident's use such as smoking, relaxing and gathering.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Documented regular meetings between facility personnel and residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Opportunities for residents to participate in life skills activities such as cooking, housekeeping, and gardening.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. The facility has a living room area with adequate space for residents to assemble for social and/or other group activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Each resident has adequate personal space for privacy and security of personal property.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. The facility displays evidence of residents' personal possessions and decorations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The residents have access to adequate nutritious meals and snacks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The facility has established procedures regarding the assignment of roommates.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. The residents have access to community, cultural, recreational and spiritual activities.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			



Fire and Health Standards	YES	NO	NA
The following minimum fire and health requirements are followed at all times:			
1. There will be no smoking inside the building, by staff, residents or visitors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Smoking materials will be disposed of safely in appropriate containers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Living and sleeping areas are free of clutter and clothing is in closets and dressers.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Smoke detectors, fire extinguishers and carbon-monoxide detectors are installed according to fire marshal regulations and requirements.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Exit doors are clearly marked and easily accessible.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Fire drills from sleeping areas are conducted and listed in a master log.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Emergency exit routes are clearly posted.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The kitchen and dining areas are to be kept clean.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. Food is stored in sealed containers in the refrigerator(s).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. The refrigerator(s) is kept clean inside and out.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. Stove(s) and oven(s) are kept clean and free of grease.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. The dining room can seat the number of residents in the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Kitchen garbage is taken out daily to prevent health hazards.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. There is adequate hot water for dishwashing and bathing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
15. Bathrooms are kept clean daily.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
16. Bathrooms are free of mold, grime, and stains.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
17. The home is free of cockroach, bed bug and rodent infestation.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
18. Buildings are properly maintained and clean inside and outside.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Kitchen Facilities	YES	NO	NA
1. Kitchen facilities or services are available for the residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Residents are provided with a copy of a food preparation and service policy if meals are not included in the facility fees. The policy includes, at a minimum, the following:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The kitchen is kept clean and food shall be properly stored.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• Kitchen facilities provide cooking and storage space to meet the needs of the residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• There is adequate seating in the dining area for all residents.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			



Living Space The facility provides comfortable living space for residents.	YES	NO	NA
1. Each resident will have his or her own bed on a bed frame and located in a bedroom.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The bedrooms will not be overcrowded and must not be used for any other purpose.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Bedrooms will include a designated closet and dresser space for each resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Bathrooms will be conveniently located and provide adequate facilities for hygiene and privacy for each resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. The bathrooms will be clean, provide privacy and contain adequate soap and toilet paper.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. A community living area that is available to all residents and guests for meetings and house events such as parties, holidays and celebrations.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Security The facility maintains proper security, including at a minimum:	YES	NO	NA
1. All exterior doors and windows will open and close and have working locks.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Visitors to the facility will sign in and out using their full names.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Staff in charge of the facility will be easily identified.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			



Resident Files Resident files are maintained in the following manner:	YES	NO	NA
1. All files are kept in a locked cabinet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Each resident has a single file and the contents are not commingled with another resident's file.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Access to the files is limited to the Director and other specified personnel who must access the files.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Ensure that files contain all elements outlined in Policy and Procedure Manual (Administrative Review D).	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. SLE ONLY - The resident's medication list and dosage amount:			
a. Resident Log: This is a continuing record of residents as they enter and are discharged from the program residence. The log includes referral to the home and circumstances of exit from the program so that management and staff have a quick review of residents registered in a given year, along with the number of people moving out and the reasons for doing so.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Housing Services will not access individual files of residents who have not been referred by the criminal justice and/or mental health system without informed consent, court order or application of any an exemption to 42 CFR Part 2. The waiver and authorization of voluntary residents does not constitute permission to access the voluntary residents' files.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Visitation Rules The facility has a visitation policy that includes, at a minimum, the following safeguards:	YES	NO	NA
1. All visitors sign in and out of the facility, using their full names.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Visitors leave the facility no later than 10:00 p.m.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Designated visiting areas are located in the common living areas of the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. All staff, residents, and visitors shall be clean and sober while on the premises.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Visitors are not to be left alone in the facility at any time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. No adult or child visitor shall stay overnight in the facility unless the facility is specifically licensed by the State of California for such purpose, or unless such visitation is pursuant to court order.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. Regulations regarding children visiting the facility include:			
• Specific hours for visits.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
• The type of supervision required.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



HOUSING SERVICES

SITE VISIT

Quality Standards Program



<ul style="list-style-type: none"> • Restriction of children to the common areas. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Resident Log The facility maintains a continuing record of all residents as they enter and exit the facility.	YES	NO	NA
<ul style="list-style-type: none"> • Logs are retained for at least one year after the last entry. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<ul style="list-style-type: none"> • Logs include in and out records of the date, time, destination, and resident's name for each entrance to and exit from the facility. 	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Drug and Alcohol Testing - SLE ONLY	YES	NO	NA
1. The facility conducts random drug testing.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Testing occurs at intake and no less frequently than one time per month.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. A testing log is maintained in a master file.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. All testing results are maintained in the residents' files.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Positive tests are reported immediately to the probation officer, parole agent or to the courts.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. Residents sign acknowledgement of drug testing standards at the time of their intake appointment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. The policy states how many positive tests are allowed before a resident is discharged from the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. A relapse policy specifies the criteria for re-entry to the program.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			



ADMINISTRATIVE REVIEW – COMPLETE BEFORE SITE VISIT

Conditional Use Permit, Fire Inspection, Business License, Insurance - Request Documents for Proof	YES	NO	NA
1. Zoning Conformance form confirms that the facility and proposed use complies with all applicable zoning and land use regulations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Applicant has completed and provided documentation of a Fire Inspection	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Applicant has a current Business License	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Applicant has provided proof of Insurance	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS: 			

Policy and Procedure Manual - GOOD NEIGHBOR Facility maintains a policy and procedure manual on site, which is available to staff members. The manual contains, at a minimum, the following components:	YES	NO	NA
1. The facility has a Good Neighbor plan that may be put into effect as soon as the facility opens its doors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The facility has a written procedure to address neighborhood complaints:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. The neighboring residences are advised of the facility's complaint procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. One person is assigned to handle neighborhood complaints in a positive manner.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. The facility addresses the problem immediately to avoid recurrence.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. The complainant is encouraged to contact KernBHRS Housing Services if the problem has not been resolved by the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Staff and residents display an attitude reflecting their desires to be productive members of the community.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Staff and residents only use the backyard for outside activities, such as socializing and smoking; not the front yard.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Staff and residents do not play radios or other music outside the house or in a manner that would disturb neighbors or other residents inside the home.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Staff and residents do not borrow money or items from neighbors.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



i. Staff and residents do not use loud, abusive, or vulgar language in or around the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Prescribed Medication	YES	NO	NA
1. The facility has a written policy regarding the use and storage of residents' prescribed medications.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. Medications are properly secured in a locked cabinet.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The facility does not dispense medication but makes residents' medications available to them.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. Medication doses are recorded on the Medication Log, signed by staff and resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Pest Control	YES	NO	NA
The Facility will have a written pest control policy that includes the following:			
1. Checking for bed bugs, lice or scabies or any other general pests upon admission.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. The method for controlling bed bug, lice, scabies or other general pests.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. The plan to monitor infestation of any kind until the individual/residence is cleared.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

STAFF	YES	NO	NA
Facility maintains a policy and procedure manual on site, which is available to staff members. The manual contains, at a minimum, the following components:			
1. Job descriptions for all staff positions.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



2. A formal staff discharges procedure.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. An organization chart of the entire agency, that shows lines of authority that is updated annually	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. An Equal Opportunity Employment statement.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. A procedure to immediately notify KernBHRS Housing Services of changes in the facility's administrative staff	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. A procedure for reporting unusual occurrences (KernBHRS provides the unusual occurrence form)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
7. A Drug-Free Workplace policy.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. Non-Discrimination Procedures:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
9. A written prohibition against sexual harassment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
10. A written prohibition against discrimination in the provision of services.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
11. A written policy against the inappropriate use of prescribed medications at the facility	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
12. A written policy against personal and financial conflicts of interest	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
13. Each staff member whose duties involve contact with residents' medication, money, financial documents, or reports has undergone a background investigation and the results are contained in their personnel file.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
14. The facility has a written policy that lists the persons authorized to provide reports, letters, and other correspondence to any Court, County Department or agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

Intake and Admission The facility maintains proper security, including at a minimum:	YES	NO	NA
1. The facility will have a written intake and admission procedure	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. During the intake and admission appointment the facility staff will complete the following for potential residents:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. Review the individual's treatment plan recommendations from other referral sources	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Assist the individual in implementing any treatment-related court orders	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. Identify any of the individual's prescribed medications	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. Provide the individual with a copy of the facility rules and procedures, and ensure the acknowledgment form is signed and kept in the resident's file	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Require all consent forms and confidentiality waivers are signed by the individual	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Assist the individual in reading, understanding initialing, and signing all forms	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. Provide the individual with the procedure for assigning roommates	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



COMMENTS:

Employee and Procedure Manual - Authorized Personnel Facility maintains a policy and procedure manual on site, which is available to staff members. The manual contains, at a minimum, the following components:	YES	NO	NA
1. The facility has a written policy that lists the persons authorized to provide reports, letters, and/or other correspondence to any Court, County Department or agency.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. SLE Only - The facility submits accurate resident progress reports to the appropriate court, County Department, agency, or office, upon request, or as required by the terms of the criminal justice referral.	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

PAYMENT AND SCHEDULE OF FEES Facility maintains a policy and procedure manual on site, which is available to staff members. The manual contains, at a minimum, the following components:	YES	NO	NA
1. A written policy regarding fee payments, advanced fee payment, late payments, payment plans, and refunds.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
2. A written policy regarding the receipts for payments that includes the resident name, facility name, the purpose of the fee, the date and the name of the person issuing the receipt, and the time frame for which the fee was paid.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
3. Each facility will have a written fee schedule that is provided to all residents and is posted at the facility, including a sliding fee scale if applicable.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
a. The sliding scale fee schedule is published.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
4. A facility may use the treatment providers completed financial assessment to determine and individual's ability to pay.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
5. Facilities will advise all individuals of the exact fees required for the facility, and fee payment policies or procedures at the time the resident is admitted into the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
6. A facility will not charge a resident more than the actual cost to the facility for supplies and staff time.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



7. Individuals are notified at Intake what items are included and which items the resident must provide.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
8. The facility follows all procedures required by the Kern County Department of Human Services to accept a resident's General Assistance rent allowance.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			

RESIDENT FILE CONTENTS			
Facility maintains a policy and procedure manual on site, which is available to staff members. The manual contains, at a minimum, the following components:			
1. Individual resident files contain, at a minimum, the following:	YES	NO	NA
a. Date of the resident's entry and completion or termination date from the facility, including the circumstances of his or her exit from the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. The resident's fee payment record, including date and amount of each payment.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
c. An initialed and signed copy of the rules, regulations, intake forms and sliding fee schedules that have been individually signed and dated by the resident upon entry into the facility.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. SLE ONLY - Standard form(s) authorizing disclosure of information to the criminal justice agencies.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. SLE ONLY - Copies of all progress reports and all correspondence concerning the resident.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. SLE ONLY - Dates and results of all drug and alcohol tests, and documentation that the results have been sent to the Probation Department.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
COMMENTS:			





1/1/2024

Choose a facility.

Address

City, CA Zip

Re: Mandatory Quality Standards Program Quarterly Provider Training Choose a facility.

Greetings Quality Standards Housing Provider

The QSP has established that Quarterly Provider Training attendance is **Mandatory** for a QSP Housing Provider in good standing. It has been noted that a representative from your facility did not attend the **Mandatory QSP Provider Training** on 3/27/2024 These trainings provide an opportunity to network with other QSP Housing Providers and to receive valuable training for your business. Approval status could be jeopardized if your facility is not represented at these trainings. **The next meeting will be held on 1/1/2024**

If you are not receiving a training date email, please let Housing Services know.

2024 Mandatory Quarterly Provider Trainings		
No Show	Wednesday, March 27, 2024	3:00-4:30pm
Next Training	Wednesday, June 26, 2024	3:00-4:30pm Please Save the Date
	Wednesday, September 25, 2024	3:00-4:30pm
	December 2024 Dark	(no meeting)

Location: 2001 28th Street, Bakersfield, CA 93301 North Tower, 1st Floor Westchester Training

Feel free to contact your housing representative Gerald Dawson, Housing Services (661) 868-1736

Thank you for your commitment and the services your facility brings to our community.

Kind regards,



*Housing Services Team
Hope. Healing Life*





Date

Re: Housing Funding Letter

Dear Housing Provider:

Short-Term Specialty Transitional Interim Funding

will be paid for by Kern Behavioral Health and Recovery Services per the information listed below:

Name of Provider:

Monthly Rate:

Client Name:

Prorated Rate:

Client will pay:

directly to the Provider beginning:

Funding Period Beginning:

Ending:

Case Manager:

Phone:

Please contact the Case Manager and Housing Services Team if the client leaves prior to the end of the funding period specified in this letter.

Your dedication to provide clean, safe housing for the individuals we serve creates a better outcome for recovery. Please use this letter as back up documentation for your ledger.

Sincerely,



Lourdes Torres, LCSW
KernBHRS Housing Services Manager

CC: Case Manager

LT:EC

Month:						
1	2	3	4	5	6	7
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

If the client leaves the facility for any reason before the end of the funding period, please X the actual bed days and return to Housing Services by fax at (661) 836-3004 or encrypted email at HousingServices@KernBHRS.org





Re: Termination Letter

Dear Housing Provider:

Housing paid for by Kern Behavioral Health and Recovery Services will terminate per the information listed below:

Name of Provider:

Resident/Client Name:

Ending Date:

As of the date above, the client will no longer be funded through KernBHRS.

Case Manager: _____ Phone: _____

Client Signature: _____ Date: _____

Please verify that you have received this funding letter by encrypted email at HousingServices@KernBHRS.org to ensure we begin the documentation process for funding.

Please use this letter as back up documentation for your ledger.

Sincerely,



Lourdes Torres, LCSW,
KernBHRS Housing Services Manager

CC: Case Manager

LT:EC



ADDENDUM

Emergency Action Plan (Template)



EMERGENCY RESPONSE ACTION PLAN

for

Facility Name

Facility Address

DATE PREPARED: ___/___/___

HOPE, HEALING, RECOVERY



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2001 28th St., Bakersfield, CA. 93301 | 661.868.8080 | www.kernbhhs.org

EMERGENCY PERSONNEL NAMES AND PHONE NUMBERS

DESIGNATED RESPONSIBLE OFFICIAL:

Name: _____ Phone: (_____)

EMERGENCY COORDINATOR:

Name: _____ Phone: (_____)

AREA/FLOOR MONITORS (If applicable):

Area/Floor: _____ Name: _____ Phone: (_____)

Area/Floor: _____ Name: _____ Phone: (_____)

ASSISTANTS TO PHYSICALLY CHALLENGED (If applicable):

Name: _____ Phone: (_____)

Name: _____ Phone: (_____)

Date ___/___/___



EVACUATION ROUTES

Evacuation route maps have been posted in each work area. The following information is marked on evacuation maps:

1. Emergency exits
2. Primary and secondary evacuation routes
3. Locations of fire extinguishers
4. Fire alarm pull stations' location
 - a. Assembly points

Site personnel should know at least two evacuation routes.



EMERGENCY PHONE NUMBERS

FIRE DEPARTMENT: _____

PARAMEDICS: _____

AMBULANCE: _____

POLICE: _____

FEDERAL PROTECTIVE SERVICE: _____

SECURITY (If applicable): _____

BUILDING MANAGER (If applicable): _____

UTILITY COMPANY EMERGENCY CONTACTS

(Specify name of the company, phone number and point of contact)

ELECTRIC: _____

WATER: _____

GAS (if applicable):

TELEPHONE COMPANY: _____

Date: __/__/__



EMERGENCY REPORTING AND EVACUATION PROCEDURES

Types of emergencies to be reported by site personnel are:

- MEDICAL
- FIRE
- SEVERE WEATHER
- BOMB THREAT
- CHEMICAL SPILL
- STRUCTURE CLIMBING/DESCENDING
- EXTENDED POWER LOSS
- OTHER (specify)_____
- (e.g., terrorist attack/hostage taking)



MEDICAL EMERGENCY

Call medical emergency phone number (check applicable):

- Paramedics
- Ambulance
- Fire Department
- Other

Provide the following information:

- a. Nature of medical emergency,
- b. Location of the emergency (address, building, room number)
- c. Your name and phone number from which you are calling.
 - Do not move victim unless absolutely necessary.
 - Call the following personnel trained in CPR and First Aid to provide the required assistance prior to the arrival of the professional medical help:

Name: _____ Phone: _____

Name: _____ Phone: _____

If personnel trained in First Aid are not available, as a minimum, attempt to provide the following assistance:

Stop the bleeding with firm pressure on the wounds (note: avoid contact with blood or other bodily fluids).

Clear the air passages using the Heimlich Maneuver in case of choking.

In case of rendering assistance to personnel exposed to hazardous materials, consult the Material Safety Data Sheet (MSDS) and wear the appropriate personal protective equipment. Attempt first aid ONLY if trained and qualified.

Date ___/___/___



Pandemic Safety

Identify a list of healthcare facilities and/or testing sites where residents with symptoms can receive appropriate care, if needed.

Free Testing Sites in Kern County

- Mercy Hospital Downtown 2215 Truxtun Avenue.
- Bakersfield, California 93301 (661) 632-5000 Open 24 hours
- Mercy Hospital Southwest 400 Old River Road.
- Bakersfield, California (661) 663-6000 Open 24 hours
- Bakersfield Heart Hospital 3001 Sillect Avenue.
- Bakersfield, California (661) 316-6000 Opens 9am
- Memorial Hospital 420 34th Street.
- Bakersfield, California 93301 (661) 327-4647 Open 24 hours
- Adventist Health Bakersfield 2615 Chester Avenue.
- Bakersfield, California (661) 395-3000 Closes at 7pm
- Good Samaritan Hospital 901 Olive Drive.
- Bakersfield, California (661) 215-7500 Open 24 hours
- Kern Medical 1700 Mount Vernon Avenue.
- Bakersfield, California (661) 326-2000 Open 24 hours

The following points should be mentioned along with the facilities chosen process to ensure safety:

- Identify an area where residents can be placed in quarantine
- Clean and disinfect shared areas (such as exercise room, laundry facilities, shared bathrooms, and elevators) and frequently touched surfaces using EPA-registered disinfectants more than once a day if possible.
- Create plans to protect the staff and residents from spread of COVID-19 and help them put in place personal preventive measures. Encourage staff and residents to prepare and take action to protect themselves and others
- Follow the guidance and directives on community gatherings from your state and local health departments.



- Encourage social distancing by asking staff and residents to stay at least 6 feet (2 meters) apart from others and wear masks in any shared spaces, including spaces restricted to staff only.
- Consider any special needs or accommodations for those who need to take extra precautions, such as older adults, people with disabilities, and people of any age who have serious underlying medical conditions.
- Limit staff entering residents' rooms or living quarters unless it is necessary. Use virtual communications and check ins (phone or video chat), as appropriate.
- Limit the presence of non-essential volunteers and visitors in shared areas, when possible.
- Use physical barriers, such as sneeze guards, or extra tables or chairs, to protect front desk/check-in staff who will have interactions with residents, visitors, and the public.
- Provide COVID-19 prevention supplies for staff and residents in common areas at your facility, such as soap, alcohol-based hand sanitizers that contain at least 60% alcohol, tissues, trash baskets, and, if possible, masks that are washed or discarded after each use



FIRE EMERGENCY

When fire is discovered:

- Activate the nearest fire alarm (if installed)
- Notify the local Fire Department by calling
- If the fire alarm is not available, notify the site personnel about the fire emergency by the following means (check applicable):
 - Voice Communication
 - Phone
 - Radio
 - Other _____

Fight the fire ONLY if:

- The Fire Department has been notified.
- The fire is small and is not spreading to other areas.
- Escaping the area is possible by backing up to the nearest exit.
- The fire extinguisher is in working condition and personnel are trained to use it.

Upon being notified about the fire emergency, occupants must:

- Leave the building using the designated escape routes.
- Assemble in the designated area (specify location):
- Remain outside until the competent authority (Designated Official or designee) announces that it is safe to reenter.

Designated Official, Emergency Coordinator or supervisors must (underline one):

- Disconnect utilities and equipment unless doing so jeopardizes his/her safety.
- Coordinate an orderly evacuation of personnel.
- Perform an accurate head count of personnel reported to the designated area.



- Determine a rescue method to locate missing personnel.
- Provide the Fire Department personnel with the necessary information about the facility.
- Perform assessment and coordinate weather forecast office emergency closing procedures.

Area/Floor Monitors must:

- Ensure that all employees have evacuated the area/floor.
- Report any problems to the Emergency Coordinator at the assembly area.

Assistants to Physically Challenged should:

- Assist all physically challenged employees in emergency evacuation.

Date __/__/__



EXTENDED POWER LOSS

In the event of extended power loss to a facility certain precautionary measures should be taken depending on the geographical location and environment of the facility:

- Unnecessary electrical equipment and appliances should be turned off in the event that power restoration would surge causing damage to electronics and effecting sensitive equipment.
- Facilities with **freezing temperatures** should turn off and drain the following lines in the event of a long-term power loss.
 - Fire sprinkler system
 - Standpipes
 - Potable water lines
 - Toilets
- Add pharmaceutical or food grade propylene-glycol in a mixture of 30% to 70% water to drains to prevent traps from freezing
- Equipment that contain fluids that may freeze due to long term exposure to freezing temperatures should be moved to heated areas, drained of liquids, or provided with auxiliary heat sources.

Upon Restoration of heat and power:

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming on circuitry.
- Fire and potable water piping should be checked for leaks from freeze damage after the heat has been restored to the facility and water turned back on.



CHEMICAL SPILL

The following are the locations of:

Spill Containment and Security Equipment: _____

Personal Protective Equipment (PPE):

MSDS: _____

- When a Large Chemical Spill has occurred:
- Immediately notify the designated official and Emergency Coordinator.
- Contain the spill with available equipment (e.g., pads, booms, absorbent powder, etc.).
- Secure the area and alert other site personnel.
- Do not attempt to clean the spill unless trained to do so.
- Attend to injured personnel and call the medical emergency number, if required.
- Call a local spill cleanup company or the Fire Department (if arrangement has been made) to perform a large chemical (e.g., mercury) spill cleanup.

Name of Spill Cleanup Company: _____

Phone Number: _____

- Evacuate building as necessary

When a Small Chemical Spill has occurred:

- Notify the Emergency Coordinator and/or supervisor (select one).
- If toxic fumes are present, secure the area (with caution tapes or cones) to prevent other personnel from entering.
- Deal with the spill in accordance with the instructions described in the MSDS.
- Small spills must be handled in a safe manner, while wearing the proper PPE.
- Review the general spill cleanup procedures.

Date ___/___/___



STRUCTURE CLIMBING/DESCENDING EMERGENCIES

List structures maintained by site personnel (tower, river gauge, etc.):

No.	Structure Type	Location (address, if applicable)	Emergency Response Organization* (if available within 30-minute response time)

Emergency Response Organization(s):

Name _____ Phone Number _____

Name _____ Phone Number _____

(Attach Emergency Response Agreement if available)

* - N/A. If no Emergency Response Organization available within 30-minute response time additional personnel trained in rescue operations and equipped with rescue kit must accompany the climber(s).



TELEPHONE BOMB THREAT CHECKLIST

INSTRUCTIONS: BE CALM, BE COURTEOUS. LISTEN. DO NOT INTERRUPT THE CALLER.

YOUR NAME: _____ TIME: _____ DATE: _____

CALLER'S IDENTITY SEX: Male ___ Female ___ Adult ___ Juvenile ___ APPROXIMATE AGE: ___

ORIGIN OF CALL: Local ___ Long Distance ___ Telephone Booth ___

VOICE CHARACTERISTICS	SPEECH	LANGUAGE
___ Loud	___ Fast	___ Excellent
___ Soft	___ Slow	___ Good
___ High Pitch	___ Distinct	___ Fair
___ Deep	___ Distorted	___ Poor
___ Raspy	___ Stutter	___ Foul
___ Pleasant	___ Nasal	_____
___ Intoxicated	___ Slurred	Other
Other	Other	
ACCENT	MANNER	BACKGROUND NOISES
___ Local	___ Calm	___ Factory
___ Not Local	___ Angry	___ Trains
___ Foreign	___ Rational	___ Machines
___ Region	___ Irrational	___ Animals
___ Race	___ Coherent	___ Music
	___ Incoherent	___ Quiet
	___ Deliberate	___ Office
	___ Emotional	___ Voices
	___ Righteous	___ Machines
	___ Laughing	___ Airplanes
		___ Street
		___ Party
		___ Traffic
		___ Atmosphere

BOMB FACTS

PRETEND DIFFICULTY HEARING - KEEP CALLER TALKING - IF CALLER SEEMS AGREEABLE TO FURTHER CONVERSATION, ASK QUESTIONS LIKE:

When will it go off? Certain Hour ___ Time Remaining _____

Where is it located? Building _____ Area _____

What kind of bomb? _____



What kind of package? _____

How do you know so much about the bomb? _____

What is your name and address? _____

If building is occupied, inform caller that detonation could cause injury or death.

Activate malicious call trace: Hang up phone and do not answer another line. Choose same line and dial *57 (if your phone system has this capability). Listen for the confirmation announcement and hang up.

Call Security at _____ and relay information about call.

Did the caller appear familiar with plant or building (by his/her description of the bomb location)? Write out the message in its entirety and any other comments on a separate sheet of paper and attach to this checklist. Notify your supervisor immediately.



SEVERE WEATHER AND NATURAL DISASTERS

Tornado:

- When a warning is issued by sirens or other means, seek inside shelter. Consider the following:
 - Small interior rooms on the lowest floor and without windows,
 - Hallways on the lowest floor away from doors and windows, and
 - Rooms constructed with reinforced concrete, brick, or block with no windows.
- Stay away from outside walls and windows.
- Use arms to protect head and neck.
- Remain sheltered until the tornado threat is announced to be over.

Earthquake:

- Stay calm and await instructions from the Emergency Coordinator or the designated official.
- Keep away from overhead fixtures, windows, filing cabinets, and electrical power.
- Assist people with disabilities in finding a safe place.
- Evacuate as instructed by the Emergency Coordinator and/or the designated official.

Flood:

If indoors

- Be ready to evacuate as directed by the Emergency Coordinator and/or the designated official.
- Follow the recommended primary or secondary evacuation routes.

If outdoors

- Climb to high ground and stay there.
- Avoid walking or driving through flood water.
- If car stalls, abandon it immediately and climb to a higher ground.



CRITICAL OPERATIONS

During some emergency situations, it will be necessary for some specially assigned personnel to remain at the work areas to perform critical operations.

Assignments:

Work Area	Name	Job Title	Description of Assignment

Personnel involved in critical operations may remain on the site upon the permission of the site designated official or Emergency Coordinator.

In case emergency situation will not permit any of the personnel to remain at the facility, the designated official or other assigned personnel shall notify the appropriate _____ offices to initiate backups. This information can be obtained from the Emergency Evacuation Procedures included in the _____ Manual.

The following offices should be contacted:

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____

Name/Location: _____

Telephone Number: _____



TRAINING

The following personnel have been trained to ensure a safe and orderly emergency evacuation of other employees:

Facility:

Name	Title	Responsibility	Date

EMERGENCY RESPONSE ACTION PLAN - INFORMATION SHEET

NAME OF FACILITY	ADMINISTRATOR OR FACILITY
------------------	---------------------------

I. ASSIGNMENTS DURING AN EMERGENCY (USE REVERSE SIDE IF ADDITIONAL SPACE IS NEEDED)

NAME(S) OF STAFF	TITLE	ASSIGNMENT
EXAMPLE: ANNA	ADMINISTRATOR	DIRECT EVACUATION/PERSON COUNT
1.		Handle First Aid
2.		Telephone Emergency Numbers
3.		Transportation
4.		Notify Family/ Case Managers
5.		Notify Appropriate Agencies

II. EMERGENCY NAMES AND TELEPHONE NUMBERS (In addition to 9-1-1)

FIRE/PARAMEDICS	POLICE/SHERIFF
HOSPITAL(S)	KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES: CRISIS HOTLINE (800) 991-5272
UTILITY COMPANY: Electric UTILITY COMPANY: Gas UTILITY COMPANY: Water	KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES: PSYCHIATRIC EVALUATION CENTER (661) 868-8034 ACCESS AND ASSESSMENT CENTER (661) 868-8123 SUD ACCESS LINE (866) 266-4898
AGING AND ADULT SERVICES (661) 868-1000	KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES SUD ACCESS LINE (866) 266-4898
LONG TERM CARE OMBUDSMAN (661) 325-5943	KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES: Patient Rights (884) 360-8250

POISON CONTROL (888) 222-1222	KERN BEHAVIORAL HEALTH AND RECOVERY SERVICES: Housing Services (661) 868-5088
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III. TEMPORARY RELOCATION SITES

NAME:	ADDRESS:	PHONE:
Example: Safety Inn	1122 Bliss Street, Bakersfield, CA 93333	(555) 123-4567
NAME:	ADDRESS:	PHONE:
NAME:	ADDRESS:	PHONE:

IV. UTILITY SHUT-OFF LOCATIONS

EXAMPLE: Electricity- South side of building at edge of patio
Electricity:
Gas:
Water:

V. FIRST AID KIT:

Location:

AS ADMINISTRATOR OF THIS FACILITY, I ASSUME RESPONSIBILITY FOR THIS PLAN FOR PROVIDEING EMERGENCY SERVICES AS INDICTED BELOW. I SHALL INSTRUCT ALL CLIENTS/RESIDENTS, AGE AND ABILITIES PERMITTING, ANDY STAFF AND/OR HOUSEHOLD MEMBERS AS NEEDED IN THEIR DUTIES AND RESPOSIBILITIES UNDER THIS PLAN.

SIGNATURE	DATE
-----------	------

**PUBLIC SAFETY POWER SHUTOFF
KernBHRS Contractor Continuity of Operations Plan**

ORGANIZATION:	SITE:
SITE RISK TIER <i>(as determined by PGE mapping):</i> <input type="checkbox"/> Tier 3 <i>(high risk; red)</i> <input type="checkbox"/> Tier 2 <i>(medium risk, orange)</i> <input type="checkbox"/> Tier 1 <i>(low risk, no color)</i>	
SITE ADDRESS:	SITE PHONE NUMBER:
PRIMARY CONTACT NAME:	TITLE:
PHONE NUMBER(S)	EMAIL ADDRESS:
SECONDARY CONTACT NAME:	TITLE:
PHONE NUMBER(S)	EMAIL ADDRESS:
ADDITIONAL CONTACT NAME:	TITLE:
PHONE NUMBER(S)	EMAIL ADDRESS:

ACTION	COMPLETED	INITIALS / SIGNATURE
Maintain phone list for all staff contacts and phone numbers in case of emergency notification	<input type="checkbox"/>	
Run client list for clients with urgent needs and upcoming appointments.	<input type="checkbox"/>	

<ul style="list-style-type: none"> • Tier 3 clinics/sites: Run and review reports weekly and maintained printed versions of clients and weekly upcoming appointments • Tier 1 & 2 clinics/sites: Identify clients and maintain lists for high needs clients. Run reports as needed or when notified as necessary. 		
Post notifications in all clinic/site locations on doors and in lobbies for emergency outage procedures	<input type="checkbox"/>	
Notifications mailed to clients identified with special / high risk needs for emergency operations plan. Tier 3 clinic/sites only.	<input type="checkbox"/>	
Complete a 48-hour Power Shut Off Operations Plan and submit to KernBHRS DOC	<input type="checkbox"/>	

48 Hour Power Shut Off Operations Plan

Steps to be taken when 48 Hour Notification occurs:
In case of 48 hour shut-off, emergency clinic/site operations can be diverted to <i>(clinic name, location)</i> .
High risks client notification plan:
Medical resources planning <i>Please provide information regarding MD or nursing coverage that can be provided for refills, medication needs, etc. If no back up coverage is available, please identify this gap and what the need would be.</i>
Local Pharmacies in the area serving outpatient clients:

Gaps/immediate needs identified:
Staff identified to run and review client list and scheduled services lists:
Other information: