



COUNTY OF KERN

**KERN BEHAVIORAL HEALTH &
RECOVERY SERVICES**

REQUEST FOR QUALIFICATIONS
To provide **Day Treatment Intensive and Day
Rehabilitation services**

DUE **July 16, 2025**

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

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

**Request for Qualifications to Provide: Day Treatment Intensive and
Day Rehabilitation Services**

The County of Kern is issuing this Request for Qualifications (RFQ) to qualified organizations (hereinafter referred to as “Respondents”) to meet the mental health needs of Medi-Cal members who require more intensive services than standard care through Day Treatment Intensive Services (DTI). DTI Services will focus on preventing hospitalization and supporting recovery in a community setting through the use of half- or full-day DTI Services. Respondents must meet the minimum qualifications and requirements set forth within the RFQ and be capable of providing services identified in the Scope of Work herein. Respondents may apply to service the Children and Youth population or the adult population or both. Statement of Qualifications (SOQ) will be submitted separately for each population.

The County will review responses to this RFQ and anticipates ranking the Respondents based on the SOQ, experience, and history of performance using predetermined selection criteria.

The following contains a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process, with changes based upon the professional input of those selected.

Respondents are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFQ. **Unauthorized contact of any County personnel may be cause for rejection of a proposer’s SOQ.**

All inquiries concerning this RFQ should be directed to the following Contact Person:

**Nadine Stuart
Specialty Clinical Services Administrative Coordinator
Kern Behavioral Health and Recovery Services
2001 – 28TH Street
Bakersfield, CA 93301
nstuart@kernbhhs.org**

Envelopes/packages containing the SOQs are to be marked:

**DAY TREATMENT INTENSIVE AND DAY REHABILITATION”
and delivered to:
Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000**

Projected Timetable

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

- Issuance Date **July 1, 2026**
- RFQ inquiries from responding providers **July 9, 2025**
- County’s response to RFQ inquiries ..**July 11, 2025**
- Statement of Qualifications Due Date **July 16, 2025**
- Statement of Qualifications 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 SOQs. 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 SOQs is required.*

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I. GENERAL INFORMATION

A. Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a 'Request for Qualifications' (RFQ). Respondents shall be ranked and selected according to their Statement of Qualifications (SOQ).

B. Requests for Additional information and site visits

Inquiries regarding the RFQ shall be made in the following way:

By email to:

County of Kern

Behavioral Health and Recovery Services

Nadine Stuart

nstuart@kernbhhrs.org

Any inquiries shall be accepted no later than seven (7) working days prior to the RFQ due date. Written responses to the inquiries shall be issued no later than five (5) calendar days prior to the RFQ due date.

C. Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications according to the work described in section E below and the attached Exhibit A. The SOQ shall document the Respondent's qualifications as they apply to the Scope of Work found in Exhibit A.

The County will evaluate all responses using the evaluation criteria stated in Section F; sub-section 3 paragraph H below. The selection panel will consist of representatives from various County departments associated with or having expertise relating to the project. Composition of the selection panel is subject to change at the sole discretion of the County. Respondents will be ranked in numerical order based on the scoring in relation to the evaluation criteria.

D. Project Background and Description

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

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

The Department's goal is to ensure the citizens of Kern County who are living with behavioral health disorders are provided with services and

resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers for behavioral health treatment services for both adults and minors throughout Kern County.

On January 2, 2025, the Department of Finance issued a report indicating that Kern County's population stood at 922,529. The California Economic Forecast report indicated that the County would continue to attract new residents over the forecast horizon and the growth of population will modestly accelerate.

This RFQ is seeking qualified respondents to provide services for DTI Services and DTR Services. Multiple Agreements will be negotiated between KernBHRS and the prospective service provider and approved by the Kern County Board of Supervisors prior to service delivery.

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

1. Disclosure of Ownership: provide disclosures of ownership and control. A Disclosure of Ownership form will be provided to the successful contractor by KernBHRS once a contract is awarded.
2. Screening for Ineligible and Suspended Employees and Entities (Exclusions): evidence that the contractor is not identified on the List of Excluded Individuals/Entities (LEIE), the General Services Administration Excluded Parties List System (SAM-EPLS), the DHCS Medi-Cal List of Suspended or Ineligible Providers nor the Social Security Administration's Death Master File (SSA DMF), and that the contractor will not employ individuals or contract with individuals or providers that are excluded from participation in Federal health care programs. Additionally, KernBHRS has a process in place to verify the accuracy of new and current (prior to contracting with and periodically) providers and contractors in the National Plan and Provider Enumeration System (NPPES).
3. Credentialing Requirements: evidence that the assigned staff to perform the services under the provisions of the signed contract as a result of this RFQ are:
 - Qualified in accordance with current legal, professional, and technical standards and are appropriately licensed, registered, waived and/or certified.
 - Must be in good standing with the Medicaid/Medi-Cal programs.
 - Any staff excluded from participation in Federal health care programs, including Medicare or Medicaid/Medi-Cal, may not participate in performing the provisions of the signed contract as a result of this RFP.
4. Pre-Award Risk Assessment: this form is an evaluation of the proposer's history, performance, financial status, and the management

systems of the organization. This tool allows KernBHRS to determine if adequate systems are in place to appropriately account for allowable and unallowable costs, documentation of expenditures, allocation of costs, cash management, and internal controls.

5. W-9: a completed W-9 form identifying the business entity, federal tax classification and tax identification number (either SSN or EIN).
6. Corporate Compliance: evidence of a comprehensive Corporate Compliance Program that includes auditing, monitoring, and reporting methods designed to guard against fraud, waste, and abuse.
7. Credentialing, Exclusion Reporting and Corporate Compliance Form (CECC): a form to be completed by the successful contractor regarding credentialing, exclusion reporting and corporate compliance program.
8. Insurance Certificate: evidence of insurance as required by the County of Kern that includes all necessary endorsement forms and language to perform the provisions of the contract.

E. Scope of Work

The following is a general outline of the Scope of Work that this project requires. It is anticipated that the final scope of work will be a product created through the negotiation process with changes based upon the professional input from the selected respondents.

The successful respondent(s) will provide DTI Services and DTR Services for our Medi-Cal clients. The respondent(s) selected shall provide one or more of the following day treatment intensive and day rehabilitation service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. Both services must have a clearly established site for services although all services need not to be delivered to that site and some service components may be delivered through telehealth or telephone.

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

F. Statement of Qualifications Requirements and Format

In responding to this Request for Qualifications, the responding provider is expected to demonstrate knowledge, experience and ability to perform the scope of work and provide the services being requested. If the responding provider makes no response on an item, the evaluators will assume that the provider has no expertise in that area.

Cover must be titled: Statement of Qualifications
For _____

1. General

a. The SOQ shall be concise, well organized and demonstrate an understanding of the Scope of Services. The SOQ shall be limited to 35 one-sided pages (8 1/2 inches X 11 inches), inclusive of resumes, graphics, forms, photographs, dividers, front and back covers, cover letter, etc. Type size and margins for text pages should be completed with accepted standard formats for desktop publishing and processing.

b. The SOQ will be evaluated in accordance with the required services indicated above and in the attached Exhibit A.

c. To be eligible to submit a proposal for this RFP, Respondent must have an existing program that has been operational in Kern County for at least one year serving the same population that is being proposed (Children and Youth and/or Adults) with services equivalent to Day Treatment Intensive full or half-day and Day Rehabilitation full or half day. Respondents must meet all State licensing requirements and be eligible to apply for Medi-Cal Certification to provide Day Treatment Intensive (DTI) Services and Day Rehabilitation services. Examples of programs that may already be providing services similar to DTI include Intensive Outpatient Programs (IOP) and Partial Hospitalization Programs (PHP). A Respondent without an existing program, not operating for more than a year, not providing services that when Medi-Cal certified would qualify as half or full-day DTI or Day Rehabilitation, is not eligible to submit a proposal.

2. Content

Elements of Statements submitted in response to this RFQ shall be in the following order and shall include:

a. Executive Summary

Include a 1–2-page overview of the entire Statement of Qualifications describing its most important elements.

b. Identification of the Project Team

- Legal name and address of company

- Legal form of company (partnership, corporation, joint venture, etc.). If joint venture, identify the members of the joint venture and provide all information required within this section for each member. Identify if the provider is the

primary corporation or a subsidiary and, if a subsidiary, of what parent provider.

- Address(es) of office(s) working on the project.

- Name, title, address and telephone number of the person to contact concerning the submittal.

c. Experience and Technical Competence

The respondent shall describe his or her experience in providing similar services . Identify the duration of time the provider has conducted business and the duration of time the provider has been performing services similar to those solicited under this RFQ.

- Describe any litigation involvement in the last five years. List all publicly recorded legal actions stemming from performance of professional responsibilities in which the provider or individuals assigned to the organization have been named (even if actions occurred under the employment of others). Specifically describe the outcome of all actions or declare the current status if litigation is pending.

d. Methods Proposed to Accomplish the Work

- Describe the operational/organizational approach of the provider to fulfill the scope of work and the goals of the project.

- Outline the basic technical procedures and the managerial approach which the clinical team leadership will adopt to incorporate these methods into the overall project effort.

- Provide assurance that adequate staffing is available to provide the services efficiently and in a timely fashion.

e. Knowledge and Understanding of the Local Environment

- Describe the organizations' experience working in the local environment. The environment may be defined as the County's, other similar local agencies, and the State's policies, practices, design criteria and standards which will be drawn upon to accomplish this work.

f. Project Organization and Key Personnel

The written SOQ must include a discussion of the respondent's staffing plan and level of personnel to be involved, their qualifications, experience, resumes, roles, and the name of the individual who will be overall in charge and responsible for coordination with the County.

- Indicate the role and responsibility of the prime respondent. Describe the ability of the provider to provide staffing continuity.

- If applicable, indicate how local providers are being utilized to ensure a strong understanding of local laws, ordinances, regulations, policies, requirements and permitting.

g. Schedule of Fees

Rates for FY 24/25 are as follows:

- Day Treatment Intensive more than 4 hours - \$480.00
- Day Treatment Intensive less than 4 hours - \$325.00
- Day Rehabilitation more than 4 hours - \$280.00
- Day Rehabilitation less than 4 hours - \$185.00

The actual fee will be negotiated with the selected provider(s). In the event that a fee for the required services cannot be negotiated with the selected respondents, the County reserves the right to discontinue negotiations and begin negotiations with the next ranked respondent(s).

h. Exceptions to this Request for Qualifications

The respondent shall certify whether or not it takes any exceptions to this RFQ, including, but not limited to, the sample Standard Professional Services Contract, which is attached as Exhibit "B". Any and all such exceptions must be clearly identified in the SOQ. The identification of significant exceptions in a SOQ, as determined is the sole discretion of the County, may be cause for rejection of the respondent's SOQ.

3. Selection Process

a. All SOQ's received by the specified deadline will be reviewed by the Evaluation Committee. Each member of the Committee will evaluate each of the Statement of Qualifications according to the criteria stated in sub-paragraph (h) below.

b. Based upon the SOQ submitted, the Committee may select a short list of providers qualified for this project to participate in oral interviews.

c. Based upon the SOQ and any oral interview, the Committee will rank the finalists as to qualifications. The top ranked respondent(s) will be the selected provider(s). The County may enter into contracts with more than one qualified provider.

c. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the SOQ, and not create a short list of providers or conduct oral interviews.

d. The Committee, or a representative, will enter into negotiations with the selected respondent(s). The negotiations will cover: scope of work, contract schedule, contract terms and conditions, technical specifications, and fees. If the Committee or representative is unable to reach an acceptable agreement with the selected provider(s), the negotiations will be terminated, negotiations with the next ranked respondent(s) will be initiated, or a new procurement process will be initiated with a revised scope of work.

e. After negotiating a proposed agreement, the County department will recommend to the Board of Supervisors that the County enter into the proposed agreement(s) with the selected provider(s), but the Board is not bound to accept the recommendation or approve the proposed agreement(s).

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

All local providers meeting the above stated criteria shall have their final evaluation score increased by one rank for purposes of determining the Selection Committee's final selection for recommendation to the Board of Supervisors.

A local provider is defined as a respondent who:

- 1) Has maintained a local office address within Kern County for the six months immediately prior to the issuance date of the RFQ; and
- 2) 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.
- 3) Will credit all sales taxes generated pursuant to the contract resulting from this RFP to its business location in Kern County. This local provider's 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.

h. The following is a list of general criteria that may be used by the Selection Committee in making its selection(s). **Please note that the Selection Committee may consider any information they deem relevant in making a selection(s) and may give each of the criteria considered as little or as much weight as they consider appropriate.**

- 1) Service Understanding:
 - a) Comprehension of the Scope of Services
 - b) Awareness of the County's needs
 - c) Familiarity with the services requested
Overall interest in providing these services to Kern County residents
- 2) Operational/Organizational approach of the responding provider to fulfill the scope of work and the goals of the project.
 - a) Capability of developing innovative or advanced techniques.
 - b) Stature in the industry of proposers.
- 3) Experience:
 - a) Familiarity with the scope of work required.
 - b) Relevant technical experience
 - c) Relevant clinical experience
 - d) Past performance on related clinical work
- 4) Ability to begin work at the time of award
- 5) Any other factors the Selection Committee deems relevant.

i. The County reserves the right to reject any and all SOQ's and to waive informalities and irregularities in any SOQ received. Absence of required information may render a SOQ non-responsive, in the sole discretion of the County, resulting in rejection of the SOQ.

j. The County may, during the evaluation process, request from any respondent additional information which the County deems necessary to determine the respondent's ability to perform the required services. If such information is requested, the respondent shall be permitted five (5) working days to submit the information requested.

k. An error in the SOQ may cause the rejection of that SOQ; however, the County may, in its sole discretion, retain the SOQ

and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the SOQ to the format and content required by the RFQ, and any unusual complexity of the format and content required by the RFQ. If the respondent's intent is clearly established based on review of the complete SOQ 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 respondent on any item in a SOQ that the County believes to be in error and make corrections accordingly.

- l. The County reserves the right to select the SOQ, which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of respondent(s) 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 sub-paragraph (h) above. **The schedule of costs is not a criteria for the initial selection(s) by the Selection Committee.**
- m. All providers responding to this RFQ will be notified of their selection or non-selection in writing after the Selection Committee has completed the selection process. All respondents shall have seven days from the date of the notice to submit any additional information **not previously submitted** to the County for final consideration.
- n. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a SOQ which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a SOQ 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 SOQ.
- o. 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.
- p. The process, procedures and evaluation criteria used by County staff and the Selection Committee in developing and issuing this RFQ and evaluating the SOQ's received for purposes of completing the selection process shall be determined in the sole discretion of the County. Potential respondents shall have no rights whatsoever regarding the processes and procedures

used by the County relating to this RFQ or the manner in which a respondent is selected by either the Evaluation Committee or the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

G. 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 a SOQ. **The County reserves the right to reject any or all SOQ's 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 respondent, to the sole discretion of the County. The County may waive **any** deviation in a SOQ. The County's waiver of a deviation shall in no way modify the RFQ requirements nor excuse the successful respondent from full compliance with any resulting agreement requirements or obligations.

H. Time

Time and the time limits stated in this RFQ are of the essence of this Request for Qualifications.

I. Form of Agreement

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFQ as Exhibit "B" is a sample agreement which is in substantially the form the successful respondent will be expected to sign. The final agreement may include the contents of this RFQ, any addenda to this RFQ, portions of the successful respondents' SOQ and any other modifications determined by the County to be necessary prior to its execution by the parties.

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

The sample agreement included in this RFQ is for informational purposes and should not be returned with a SOQ; however, the SOQ shall include a statement that the respondent has reviewed the sample agreement and either i) will agree to the terms contained therein if selected, or ii) indicate those specific provisions of the sample agreement to which the respondent takes exception and why. Raising significant exceptions in a

SOQ, as determined in the sole discretion of the County, may be cause for rejection of the respondent's SOQ.

The selected respondent(s) will be required to execute an agreement with the County for the services requested **within 45 days** of the award. If agreement on the terms and conditions of the contract 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 respondent and begin negotiations with that respondent.

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

J. Modifications to the Scope of Work

In the event that sufficient funds do not become available to complete all the services identified in this RFQ, 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 respondent. Such changes, including any increase or decrease in compensation, which are mutually agreed upon by and between the County and the successful respondent shall be incorporated into the contract prior to the execution of the contract, and by written amendments thereto after execution.

K. News Releases

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

L. Payment Schedule

Periodic payments will be made to the respondent upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services.

M. Statutes and Rules

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

N. Background Review

The County reserves the right to conduct a background inquiry of each respondent 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 SOQ to the County, the respondent consents to such an inquiry and agrees to make available to the County such books and records as the County deems necessary to conduct the review.

II. SOQ INFORMATION AND REQUIREMENTS

A. General Instructions

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

1. The completed SOQ 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 SOQ's will be considered.
3. The submission of a SOQ shall be an indication that the respondent 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 SOQs shall remain valid for one hundred and eighty (180) days from the SOQ submission deadline.

B. Business Address

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

C. Corrections and Addenda

If a respondent discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFQ, the respondent 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 RFQ.

If a respondent fails to notify the Contact Person prior to the date fixed for submission of SOQ's of a known error in the RFQ, or an error that reasonably should have been known, the respondent shall submit a SOQ at their own risk, and if the respondent 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 RFQ, including all modifications thereof, shall be incorporated in the SOQ. The respondent shall sign and date the Addenda Cover Sheet and submit the same with the SOQ (or deliver them to the County of Kern General Services Division 1115 Truxtun Ave., 3rd Floor Bakersfield, CA 93301, if the respondent has previously submitted a SOQ to the department).

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

D. SOQ SUBMITTAL REQUIREMENTS

Respondent shall submit one (1) written copy of the SOQ 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. The respondent agrees to be fully responsible for any damage caused by any materials submitted to the County. SOQ's submitted by email or facsimile are not acceptable and will not be considered.

Kern County General Services Division
1115 Truxtun Ave., 3rd Floor
Bakersfield, CA 93301
Telephone (661) 868-3000

SOQ's may be delivered in person, by courier service or by mail to the address indicated above. **ALL SOQ's MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on July 16, 2025**, at the above office and address. SOQs submitted after the above deadline will not be accepted. It is strongly suggested that any respondent intending to hand deliver an SOQ on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the SOQ 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 SOQ received at or after 11:00 a.m. will be returned unopened.

Only one (1) SOQ may be submitted from each respondent. For purposes of this RFQ, a respondent is defined to include a parent corporation of the

respondent and any other subsidiary of that parent corporation. If a respondent submits more than one (1) SOQ, all SOQs from that respondent shall be rejected.

Responded needs to clearly indicate in the SOQ if they are applying to provide services to minors, adults or both

SOQs are not publicly opened.

E. Withdrawal and Submission of Modified SOQ

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

E. Confidential Information:

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

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

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

“ _____ (legal name of respondent) 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

- (i) 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;
- (ii) 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

- (i) 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

- (i) All trade secrets or proprietary information protected as intellectual property that relates to the business of the Provider and is not generally available to the public, or generally known in the industry;
- (ii) 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

Any techniques, know-how, processes or combinations thereof, or compilations of information, records and specifications, utilized or owned by the provider regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

F. Disposition of SOQ's and Proprietary Data

All materials submitted in response to this RFQ become the property of the County. Any and all SOQ's 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 Selection Committee has completed its deliberative process and either the proposer has been informed that they are not the provider selected by the Selection Committee, 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 SOQ and each page shall be clearly marked and readily separable from the SOQ in order to facilitate public inspection of the non-confidential portion of the SOQ. Prices, make, 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 SOQs.

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EXHIBIT A – SCOPE OF WORK

DESCRIPTION AND STANDARDS OF SERVICES

DAY TREATMENT INTENSIVE AND DAY REHABILITATION SERVICES

I. PROJECT DESCRIPTION:

Day Treatment Intensive (DTI) Services and Day Treatment Rehabilitation (DTR) Services aim to address the mental health needs for Medi-Cal eligible individuals who require more intensive services than standard outpatient care. Services should focus on preventing hospitalization and supporting recovery in a community setting. The DTI and DTR programs will admit children and youth (ages 12 through 17) and adults (ages 18 years and older) into existing programs for the respective ages. The DTI and DTR programs are eligible to provide medically necessary Specialty Mental Health Services (SMHS) in the form of DTI and DTR Services for half or full day.

Respondents must be able to serve children and youth or adults and have an existing structure for how to organize age groups/developmental levels and treatment needs to ensure effective and safe delivery of services.

Programs must offer treatment on the medical necessity criteria of the Behavioral Health Plan (BHP), and members must receive prior authorization for services.

II. TARGET POPULATION SERVED:

DTI and DTR Services for Children and Youth

Programs providing DTI and DTR services will serve individuals (children and youth) ages 12 through 17 who require more intensive services to address their complex mental and behavioral health needs. Members will be grouped according to developmental levels and clinical appropriateness. Members will need to meet medical necessity requirements and other program admission criteria. Programs will only serve members who are residents of Kern County.

DTI and DTR Services for Adults

Programs providing DTI and DTR services will serve individuals (adults) ages 18 and older who require more intensive services to address their complex mental and behavioral health needs. Members will be grouped to developmental needs and clinical appropriateness. Members will need to meet medical necessity requirements and other program admission criteria. Programs will only serve members who are residents of Kern County.

III . SERVICES TO BE PROVIDED:

Day Treatment Intensive Services and Day Treatment Rehabilitation

DTI and DTR Services are designed to provide structured, multi-disciplinary treatment to individuals in need of an alternative to hospitalization or placement in a more restrictive setting. Programs providing DTI and DTR Services must have services available for a minimum of three hours per day and for less than 24 hours, each day the program is open. A full day shall be billed for each day in which the individual receives face-to-face services in a program with services available more than four hours per day.

Additional Requirements.

Daily Community Meetings: Program staff and members will meet daily to address issues related to the treatment milieu.

Family Contact: Program staff will make at least two contacts per month with a family member, caregiver, or other significant persons involved in the member's care.

Step-down Plan: Program staff and persons in member's support system, in consultation with the member, will develop a comprehensive plan for transitioning members to a lower level of care and supporting discharge into the community.

Mental Health Crisis Protocol.

Programs must have established protocols for addressing mental health crises.

Program Schedule.

Programs must maintain a consistent and structured schedule and ensure availability for members and their families, caregivers, and support persons.

Required Service Components.

Skill-building Groups: Groups focused on addressing barriers to psychiatric/psychological experiences, helping members develop coping skills.

Adjunctive Therapies: Nontraditional therapies like art, music, and recreation that foster self-expression.

Psychotherapy: Psychosocial methods within a professional relationship aimed at helping individuals achieve better psychosocial adaptation and addressing emotional, behavioral, and interpersonal challenges. Psychotherapy is provided by licensed, registered, or waived staff practicing within their scope of practice. Psychotherapy does not include physiological interventions, including medical intervention.

Medication evaluation and support services will be provided to members as clinically indicated.

IV. PERFORMANCE OBJECTIVES

Outcome Measures.

a. Timely Access Standards:

- i. To ensure clients are provided timely access to services, programs will have a system in place for tracking and measuring timeliness of care in accordance with Department of Health Care Services (DHCS) requirements. Programs will meet or exceed current standards established by DHCS for timeliness of follow-up services after a psychiatric hospitalization. The current standard is that at least 80 percent of referrals from a psychiatric hospital will have at least one billable service provided by the program within seven calendar days from hospital discharge.
- ii. Programs will ensure that 100 percent of follow-up services will be provided within 10 days of the last rendered/kept appointment, or appropriate documentation is provided each time that standard is not met.
- iii. Programs will implement quality improvement and/or process changes if the standards for timeliness to follow-up services after a psychiatric hospitalization and/or after the last rendered service are not met. Improvement is currently defined as an increase of five percentage points.
- iv. Program will submit a written plan for quality improvement aimed to meet the standards of timeliness within 5 business days of notification and will meet with the contract administrator bi-weekly to monitor progress.

b. Behavioral Health Accountability Set Measures:

- i. Programs will track performance according to relevant and current measures from the DHCS Behavioral Health Accountability Set (BHAS). This potentially includes, but is not limited to, post-hospitalization and emergency department follow-up visits within 30 days and medication management/ adherence as defined per Healthcare Effectiveness Data and Information Set (HEDIS) Standards.
- ii. As established by DHCS for county BHPs, meet or exceed the Minimum Performance Level (MPL) for relevant BHAS measures, calculated according to HEDIS standards.
- iii. Implement quality improvement and/or process for any BHAS rate that falls below the MPL. Improvement is currently defined by DHCS as an increase of 5 percentage points.
- iv. BHAS follow-up measures differ from Time/ Access Standards in that BHAS follow-up visits are limited to billable clinical or medication visits/encounter types included in the relevant BHAS code sets. Timely

Access following a psychiatric hospitalization is defined more broadly as any billable behavioral health service.

- c. **Effectiveness of Crisis Stabilization:** Programs will provide effect crisis stabilization and discharge planning, as measured by maintaining a hospitalization rate of 25 percent or less during the 60 days following discharge from services.

Programs serving individuals 12-21, must complete the current version of the State-mandated Child and Adolescent Needs and Strengths (CANS) scale. The CANS is to be completed at the beginning of treatment and at the end of treatment.

The current version of the State-mandated Pediatric Symptom Checklist-35 (PSC-35) must also be completed by parents/caregivers at the beginning of treatment and at the end of treatment for individuals under 19 years of age. Programs must monitor the administration schedule for children and youth enrolled in services and if applicable, administer the PSC-35 at the appropriate interval.

V. STAFFING REQUIREMENTS

Program staff must have the appropriate licenses, credentials and certifications to provide and bill for Medi-Cal SMHS. Staff providing DTI and DTR Services should have the requisite qualifications and experience needed to provide professional level and quality care to the members who receive such care. Staff must be able to provide culturally competent services to clients and be able to match services to diverse backgrounds.

Programs should also have the appropriate staff-to-member ratio required to provide the intensive level of care needed for members of the target population. Programs should be staffed with a multi-disciplinary team capable of delivering the specialized services needed to DTI and DTR Services and all other ancillary services needed for a higher level of care.

Staff must ensure coordination of care with other current or potential health providers for each client.

Staffing Ratios: Staffing must adhere to the requirements outlined in Title 9, CCR, Sections 1840.3250 and 1840.352.

Psychotherapy Staff: At least one staff member in each program must be qualified to provide psychotherapy according to their scope of practice.

Respondents will be required to ensure that DTI and DTR Programs maintain documentation that enables KernBHRS and the DHCS to audit the program. If respondent uses staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program), documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusively of other activities.

Respondents staff may be required to spend time on DTI and DTR Program activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

Respondents will be required to ensure that at least one staff person is present and available to the group in the therapeutic milieu for all scheduled hours of operation.

VI. FACILITY REQUIREMENTS

Facility must meet all State licensing requirements for the type of program the applicant is operating. The facility must be able to be Medi-Cal certified.

VII. WRITTEN PROGRAM DESCRIPTION

Respondent shall ensure there is a written program description for DTI and DTR Program Services. The written program description must describe the specific activities of each service and reflect each of the required components of the services as described. KernBHRS shall review the written program description for compliance with the respondent prior to the date the respondent begins delivering treatment.

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EXHIBIT B – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES

AGREEMENT FOR PROFESSIONAL SERVICES

(COUNTY OF KERN – CONTRACTOR NAME)

(_____ SERVICES)

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

WITNESSETH:

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 trained and experienced and competent to perform those services; and

B. The Department requires a full continuum of crisis stabilization services for mental health clients of diverse ethnic, racial, and social backgrounds residing in Kern County; and

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

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

1. TERM

This agreement shall commence on the date first written above and shall remain in effect through June 30, 2029, unless sooner terminated as hereinafter provided.

2. MODIFICATIONS OF AGREEMENT

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

3. STANDARDS OF SERVICE

A. Contractor shall provide the services and adhere to the standards of service described in **Exhibit A, “Description and Standards of Services,”** which is attached hereto and made a part hereof. Failure to comply with the standards of service shall be

deemed a material breach of this agreement and may result in termination of the agreement.

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

C. Contractor shall not be required to provide, reimburse for, or provide coverage of, a counseling or referral service if Contractor objects to the service on moral or religious grounds. (Section 1932(b)(3)(B)(i) of the Social Security Act, 42 Code of Federal Regulations ("CFR") § 438.10(g)(2)(ii)(A) and 438.102(a)(2).) If there are any referrals to services or counseling that Contractor will not provide, Contractor shall inform KernBHRS prior to the execution of this agreement or at least thirty (30) days prior to the effective date during the performance of this agreement. Contractor shall provide the same information to potential beneficiaries before and during enrollment and to beneficiaries at least thirty (30) days prior to the effective date of the policy for any particular service.

4. COMPENSATION TO CONTRACTOR:

A. County shall reimburse Contractor for services provided in accordance with **Exhibit A** up to the maximum amount set forth in **Exhibit C, Funding Schedule** which is attached hereto and made a part hereof.

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

B. Availability of funding

1. The funding in this agreement is intended to reimburse Contractor for providing the services listed in Exhibit A.
2. Maximum contract funding shown in Exhibit C absolutely limits County's liability to Contractor for services provided under this agreement, in total for the agreement as a whole and individually for each funding source.
3. No funding other than from sources listed in Exhibit C is available for payment of fees associated with this agreement.
4. Funds provided to Contractor may be from one (1) or more funding sources detailed in Exhibit C. However, County may vary the allocated amount of each funding source within a budget unit, by formal amendment, duly executed by the parties.

C. Payments

1. Each program specified in this agreement may be assigned its own Unit and Sub-Unit, within the electronic health record, that is unique to the delivery location.
2. It is Contractor's responsibility to properly enter all services into the appropriate Units and Sub-Units.

D. Submission of a Claim for Payment form

1. Contractor, and any subcontractor or any network provider of Contractor, shall report to County within sixty (60) days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services.

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

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

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

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

reports to KernBHRS. Additionally, Contractor shall provide all results and/or audit reports to KernBHRS.

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

6. EXCLUSION REPORTING

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

Contractor shall comply with all guidelines and requirements set forth in **Exhibit F, "Program Integrity Requirements,"** pertaining to exclusion reporting.

7. OPTIONS TO SATISFY EXCLUSION REPORTING REQUIREMENTS

Exhibit F, Program Integrity, which is attached hereto and made a part hereof, describes requirements related to exclusions reporting. Information regarding exclusions reports are required at the time of claim submission. Contractor has two (2) options to satisfy the exclusion reporting requirements listed in Exhibit G. The options are as follows:

Option 1: Contractor shall submit with each claim for payment the results of the previous month's exclusion reporting, along with the appropriate exclusion attestation, required in Exhibit G of this agreement. Should Contractor not submit the report(s), the Department's Finance Division will not process the claim for payment. Any delayed payments will be processed upon receipt of the exclusion report(s).

Option 2: BHRS will complete the exclusion reporting requirement for Contractor. In order for BHRS to complete this task, Contractor shall provide the following information with each Claim for Payment.

- i. A list of all active providers on the appropriate attestation form for the time period on the Claim for Payment

ii. A copy of each provider's driver's license and social security card. County only needs to receive copies of these documents once to verify identity of listed provider. These documents will be scanned into a secure monitoring tool and the paper copies will then be destroyed.

iii. KernBHRS will run the required exclusion reports. KernBHRS will notify Contractor immediately if a provider's name appears on any Excluded list. Contractor will work with KernBHRS to determine if the excluded individual is the Provider and/or will provide objective verifiable evidence that the results of the exclusion list was a false positive and not the Provider.

iv. Should Contractor not submit the required information listed above with their claim for payment to allow KernBHRS to run the required exclusion lists, the Department's Finance Division will not process the claim for payment. Any delayed payments will be processed upon receipt of the missing information.

8. FINANCIAL SOLVENCY

Contractor shall maintain adequate provisions against the risk of insolvency.

9. TAX INFORMATION REPORTING

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

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

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

10. COMPLIANCE WITH LAW

A. Contractor shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted.

11. FINANCIAL AND STATISTICAL RECORDS

A. Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this agreement for a minimum period of ten (10) years after the close of the fiscal year in which services are rendered, or ten (10) years after final

payment is made (Medi-Cal or MHSA), or until all audit issues are resolved, whichever is latest.

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

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

12. MEDICAL RECORDS MANAGEMENT

A. Contractor shall retain all medical treatment records for a period of at least ten (10) years after the client is discharged. If the client is a minor, the medical treatment records shall be retained for at least one (1) year after the minor attains the age of twenty-one (21), and no less than ten (10) years following discharge. Retention and destruction of medical records are subject to the provisions of [Health & Safety Code Section 1457](#); [Title 22 CCR 75343](#), [70751](#), and [72543](#). Such medical records shall be shredded before disposal or may be disposed of in any other commercially practicable fashion, which assures the confidentiality of the clients.

B. Contractor shall obtain written approval for the destruction of the medical records from its Board of Directors. In the absence of a Board of Directors, the President or sole proprietor shall provide written approval for the medical record destruction.

13. ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

14. NOTICES

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

1. To County:

Kern Behavioral Health and Recovery Services
Attn: Alison Burrowes, Director
PO Box 1000
Bakersfield, CA 93302-1000
cc: Contracts Management

2. To Contractor:

Signature Person
CONTRACTOR
Street Address
City, State ZIP

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

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

15. MANDATORY MEETINGS

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

16. NATIONAL PROVIDER IDENTIFICATION

Contractor shall comply with the National Provider Identification (NPI) system and will provide the Department with the NPI numbers for all staff providing direct health care or clinical services.

Contractor shall comply with all guidelines and requirements set forth in **Exhibit F, "Program Integrity Requirements,"** attached hereto.

17. ACCREDITATION

Contractor shall inform KernBHRS if it has been accredited by a private independent accrediting entity. Contractor shall authorize the accrediting agency to provide KernBHRS with a copy of its most recent accreditation review, including: the

accreditation status, survey type, and level, review results including recommended actions or improvements, corrective action plans, summaries of findings, and the accreditation expiration date. Contractor shall submit the information to the System of Care Administrator and the QID Administrator at the time of accreditation, and every new accreditation period thereafter.

18. CREDENTIALING

County and/or its delegated third-party vendor, shall establish and conduct a provider Credentialing Program for credentialing and re-credentialing of contractor and sub-contractors. Contractor has two (2) options to satisfy the Credentialing and Re-Credentialing requirements listed in **Exhibit E, “Credentialing and Re-Credentialing Requirements,”** of this agreement. The options are as follows:

Option 1:

Contractor shall complete the Credentialing and Re-Credentialing process for all employees that are licensed, waived, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors at the time of hire and during the increments outlined in **Exhibit E** County will audit these efforts annually to ensure compliance with this requirement. Non-adherence to the Credentialing and Re-Credentialing requirements will result in County issuing a plan of correction to Contractor to address this issue immediately. Serial plans of corrections in this area will result in Contractor no longer having the ability to Credential or Re-Credential their own staff and this task will be then managed by County. Contractors will need to complete an attestation indicating that all new hires have been credentialed before services completed by that employee can be entered into the EHR.

Option 2:

KernBHRS will complete the Credentialing and Re-Credentialing for Contractor. In order for County to complete this task, Contractor shall provide the necessary information for all employees that are licensed, waived, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors at the time of hire and during the increments outlined in **Exhibit E**.

Regardless of the option chosen by Contractor, any employees who are licensed, waived, or registered mental health providers and licensed, registered, or certified Alcohol or Other Drug Counselors who are not credentialed will not be allowed to provide Medi-Cal reimbursable services nor participate in the plan’s provider network.

19. REPORTING UNUSUAL OCCURRENCES

- A.** Contractor shall report unusual occurrences to the Crisis Services System of Care Administrator (CSU) or Children’s System of Care Administrator (FRC) and PRA designee within five (5) days from the date of the occurrence.

- B.** An unusual occurrence is any situation that has occurred at a service site or in the field that may have caused, or has the potential to cause, physical or psychological harm to clients who are receiving, or have received, services from KernBHRS or contracted providers. This definition also applies to visitors (i.e., individuals who are not directly receiving behavioral health services). An unusual occurrence that takes place in any type of work capacity must be reported.
- C.** In addition, an Unusual Occurrence report is required when:
1. A client may have injured a staff member, another client, or visitor;
 2. A client makes a serious threat to harm another person;
 3. There is a suspected violation of professional licensure and/or ethics.
 4. There is an unauthorized/inappropriate release of PHI, PI, and/or PII; and/or
 5. There is the possibility of threat or legal action and/or negative media attention for the department.
- D.** Principles: Unusual occurrences shall include but not be limited to:
1. Death other than by suicide;
 2. Death by suspected or known suicide;
 3. Suicide attempt requiring Emergency Medical Treatment (EMT);
 4. Tarasoff Report, i.e., client makes a threat to harm another person;
 5. Intentional injury (not suicide attempt) requiring EMT;
 6. Seclusion, restraint, or emergency manual/chemical containment;
 7. Client or visitor in possession of a weapon at the treatment site;
 8. Client unintentionally injured another client or visitor at a KernBHRS site or work-related site;
 9. Client injured in a vehicular accident during treatment activities;
 10. Slip, trips, falls, non-serious accidents not requiring immediate medical attention;
 11. Natural disaster, environmental hazard or biohazard exposure while at treatment site;
 12. Medication prescription and/or administration errors;
 13. Medical health incident requiring immediate/urgent medical attention;
 14. Client exposed to communicable disease while at treatment site;

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

E. In addition to the submission of an Unusual Occurrence report, Contractor shall verbally notify the Crisis (CSU) or Children's (FRC) Administrator or designee immediately upon the occurrence of events numbered 1, 2, 21, and 24 above. Unusual occurrences Contractor believes warrant immediate notification shall also be reported verbally to the Administrator or designee prior to the submission of an Unusual Occurrence report.

F. Unusual occurrences are to be reported to the Administrator and PRA designee within five (5) workdays of the event, or as soon as possible after becoming aware of the unusual event. Written reports are to include the following elements:

1. Name and address of the person(s) involved; and
2. Complete written description of the occurrence, including outcomes; and
3. Written report of Contractor's investigation and conclusions; and
4. List of persons directly involved and/or with direct knowledge of the occurrence; and
5. Name and address of Contractor's liability insurance carrier believed to be involved.

G. In addition, Contractor shall provide quarterly occurrence reports to the Director, Crisis Services Administration (CSU) Children's System of Care Administrator (FRC), PRA, and

the QID designee, or indication of no occurrences if applicable. Quarterly reports shall include the following:

1. Date of occurrence;
2. Name of individual(s) involved; and
3. Date occurrence was reported to County.

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

20. CONFLICT OF INTEREST

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

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

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

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

21. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

Contractor shall comply with the requirements pertaining to the Disclosure of Ownership and Control Interest Statement contained in [Exhibit F, "Program Integrity Requirements,"](#) and submit to County the "[Disclosure of Ownership and Control Interest Statement,](#)" included herein as [Exhibit D.](#)

22. TECHNOLOGY REQUIREMENTS

- A. Contractor shall make reports as required by Director, Director's designee, or state regarding Contractor's activities and operations as they relate to Contractor's performance of its staffing services under this agreement.
- B. Contractor shall require Providers participate in Information Technology System (ITS), including, but not limited to, Department's Electronic Health Record (EHR), currently Cerner Community Behavioral Health. Contractor shall require Providers report to county, all programs, clients, staff and other data and information about Provider's services as required by Director, or Director's designee.
- C. Providers who are required to be credentialed will not receive their user identification login for the EHR until KernBHRS receives the appropriate attestation from Contractor that all credentialing elements have been completed for each Provider. This attestation should be sent to Credentialing@kernbhrs.org. KernBHRS Credentialing team will submit this form for all Providers for whom KernBHRS completes the credentialing process.
- D. Contractor shall require Providers, in order to access Department EHR, policies and procedures, and other shared technology services, secure and maintain a Business Class broadband connection. County will provide access to appropriate information via a Virtual Private Network (VPN); software-based VPN connection of sites containing ten (10) or fewer workstation devices; and hardware-based Site-To-Site VPN connection of sites containing more than ten (10) workstation devices. County will coordinate configuration of VPN connections with Providers.
- E. County may withhold a maximum of ten percent (10%) of any monthly claim for payment, if any data, periodic evaluation data, as described herein, or other information is not submitted within the time limits of submission as prescribed in this agreement or as specified by the Director, or Director's designee from time to time; or if any ITS data, periodic evaluation data, or other information is incomplete or incorrect or is not completed in accordance with the requirements of this agreement or as specified by the Director, or Director's designee. The Director or Director's designee shall endeavor to provide as much advance notice of required data as possible, but in no event shall such notice be less than fifteen (15) working.

23. INDEMNIFICATION

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

person or persons; damage to any property, regardless of where located, including the property of County; and any workers' compensation claim, or suit arising from or connected with any services performed pursuant to this agreement on behalf of Contractor by any person or entity.

24. IMMIGRATION REFORM AND CONTROL ACT

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

25. INSURANCE

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

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

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

A. Workers' Compensation and Employers Liability Insurance Requirements:

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

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

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

B. Liability Insurance Requirements:

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

- a. Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this agreement with the county), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Contractor's performance of work under this agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Contractor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this agreement. The amount of said insurance coverage required by this agreement shall be the policy limits, which shall be at least **ONE MILLION DOLLARS (\$1,000,000) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate**.
- b. Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this agreement with coverage equal to the policy limits, which shall be at least **ONE MILLION DOLLARS (\$1,000,000) each occurrence**.
- c. Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this agreement, with coverage equal to the policy limits, which shall not be less than **ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate**.

The Commercial General Liability insurance required in this sub-paragraph B shall include an endorsement naming County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on Insurance Services Office (ISO) form

Commercial General (CG) 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

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

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

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

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

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

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

I. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Contractor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the

coverage; nor shall it preclude County from taking such other actions as are available to it under any other provision of this agreement or otherwise in law.

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

26. SUBROGATION

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

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

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

27. REPRESENTATIONS

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

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

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

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

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

28. NON-ASSIGNMENT AND SUBCONTRACTING

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

29. NO THIRD-PARTY BENEFICIARIES

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

30. AUTHORITY TO BIND COUNTY

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

31. DISPUTE AND ISSUE RESOLUTION

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

32. CHOICE OF LAW AND VENUE

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

33. NON-WAIVER

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

34. ENFORCEMENT OF REMEDIES

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

35. CAPTIONS AND INTERPRETATION

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

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

36. TIME OF ESSENCE

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

37. COUNTERPARTS

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

38. NON-COLLUSION COVENANT

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

39. ENTIRE AGREEMENT

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

40. NEGATION OF PARTNERSHIP

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

41. SEVERABILITY

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

42. TERMINATION

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

43. IMMEDIATE TERMINATION

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

44. REQUIRED DOCUMENTS

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

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

45. SIGNATURE AUTHORITY

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

[The remainder of this page is intentionally left blank.]

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

APPROVED AS TO CONTENT:
Behavioral Health and Recovery Services

COUNTY OF KERN
Board of Supervisors

By: _____
Alison Burrowes, M.A., LCSW, Director

By: _____
Chairman

APPROVED AS TO FORM:
Office of the County Counsel

CONTRACTOR

By: _____
Chief Deputy

By: _____
Signature Person, Title
“Contractor”

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CONTRACTOR NAME

EXHIBIT C – FUNDING SCHEDULE

JULY 1, 20XX– JUNE 30, 20XX

BUDGET UNIT 4120	FUNDING SOURCE	FUNDING SOURCE	TOTAL FUNDING
MAXIMUM REIMBURSEMENT			

Service Delivery Site(s):

CONTRACTOR NAME

EXHIBIT D – ADDITIONAL ADMINISTRATIVE AND ETHICAL REQUIREMENTS

Contractor shall provide to County:

1. Credentials: Copies of appropriate credentials and licenses required to perform the scope of work as delineated in **Exhibit A** entitled **“Description and Standards of Services.”**

2. Insurance: Certificates of adequate and appropriate insurance as required in the paragraph of this agreement entitled **“INSURANCE.”**

3. Performance: Written notification within three (3) days of any event, occurrence, or circumstance that will prevent, delay, or otherwise interfere with Contractor’s performance under this agreement including items of a financial or health nature.

4. Contracts: A statement or plan proving their awareness of organizational obligations regarding contracts, including the requirements and consequences for failure to meet funding source obligations, and a plan for monitoring the organization’s compliance with contractual obligations.

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CONTRACTOR NAME
EXHIBIT E- DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

NOTE: COMPLETED COPY ON FILE WITH CONTRACT MONITORING TEAM

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

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

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

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

Section II

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

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

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

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

Name of Individual	Relationship

Section III

Does the Provider Entity have a Direct or Indirect Ownership Interest in any Subcontractor 5% or more that another individual or organization also has an Ownership or Controlling Interest? **Yes** **No**

If yes, list the following information for each person with an Ownership or controlling Interest in any Subcontractor in which the Provider Entity has Direct or Indirect Ownership of 5% or more. (42 CFR 455.104)

	Address	DOB	SSN or TIN	% Interest

Section VI

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

Yes **No**

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

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

Section V

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

 Yes

If yes, list the ownership of Subcontractor with whom the Provider Entity **has had a business transactions total more than \$25,000** during the previous twelve 12-month period; **and any Significant Business Transaction between this provider and any wholly owned supplier** exceeding the lesser of \$25,000 or 5% operating expense, during the past 5-year period. This information must be provided within 35 days of request. Attach a separate sheet if necessary.
(42 CFR 455.104 and 42 CFR 455.105)

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

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

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

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

Signature	Title (indicate if authorized Agent)
Name (please print)	Date

CONTRACTOR

EXHIBIT F - CREDENTIALING AND RE-CREDENTIALING REQUIREMENTS

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

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

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

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

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

B. Contractor shall observe the following requirements:

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

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

a. Primary Source Verification shall be required in the following areas at the time of hire and every three (3) years thereafter unless Contractor can demonstrate the required information has been previously verified by the applicable licensing, certification and/or registration board:

i. The appropriate license and/or board certification or registration, as required for the particular provider type;

ii. Evidence of graduation or completion of any required education, as required for the particular provider type;

iii. Proof of completion of any relevant medical residency and/or specialty training, as required for the particular provider type; and

iv. Satisfaction of any applicable continuing education requirements, as required for the particular provider type.

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

i. Work history;

ii. Hospital and clinic privileges in good standing;

iii. History of any suspension or curtailment of hospital and clinic privileges;

iv. Current Drug Enforcement Administration identification number;

v. National Provider Identifier number;

vi. Current malpractice insurance in an adequate amount, as required for the particular provider type;

vii. History of liability claims against the provider;

viii. Provider information, if any, entered in the National Practitioner Data Bank, when applicable. See <https://www.npdb.hrsa.gov/> ;

ix. History of sanctions from participating in Medicare and/or Medicaid/Medi-Cal: providers terminated from either Medicare or Medi-Cal, or on the Suspended and Ineligible Provider List, may not participate in the Plan's provider network. This list is available at: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>

x. History of sanctions or limitations on the provider's license issued by any state's agencies or licensing boards;

c. Employee Attestation consisting of five (5) required elements:

i. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation.

1. A history of loss of license or felony conviction.

2. A history of loss or limitation of privileges or disciplinary activity.

3. A lack of present illegal drug use; and

4. The application's accuracy and completeness

d. Enrollment in the Provider Application and Validation of Enrollment (PAVE), as applicable to provider type

e. Other sources pertinent to the credentialing or recredentialing process as identified by KernBHRS.

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CONTRACTOR NAME

EXHIBIT G- PROGRAM INTEGRITY REQUIREMENTS

1. GENERAL REQUIREMENTS

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

2. EXCLUDED PROVIDERS

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

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

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

1. [List of Excluded Individuals/Entities \(LEIE\)](#)

2. [System for Award Management Excluded Parties List System \(SAM-EPLS\)](#)

3. Department of Health Care Services (DHCS) Medi-Cal Suspended and Ineligible Provider List (S&I List)

4. Contractor understands that it must comply with the [National Provider Identification \(NPI\) system](#), and will provide the County NPI numbers for all staff providing direct health care or clinical services. Contractor further agrees to verify the NPI number(s) upon hiring staff, and to apply for NPI numbers on new employees within five (5) business days of the hiring date, immediately providing confirmation of NPI application to the Department.

a. Contractor further understands that all services entered in the [Electronic Health Record \(EHR\)](#) will suspend and agrees that electronic billings for services will not be accepted without the inclusion of the NPI number(s). If the NPI number is not received within ninety (90) days after the service, the service will no longer be billable and reimbursable to Contractor.

b. Contractor shall notify the department within twenty-four (24) hours of any change to staff NPI numbers or related information, including the termination of employment of any Contractor staff. NPI numbers are also required for each physical delivery site.

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

1. Any individual or entity that has been convicted of a criminal offense related to the delivery of an item or service under [Title XVIII](#) or under any state health care program.
2. Any individual or entity that has been convicted, under federal or state law, of a criminal offense relating to neglect or abuse of patient in connection with the delivery of a health care item or service.
3. Any individual or entity that has been convicted for a criminal offense consisting of a felony relating to fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct after the enactment of the [Health Insurance Portability and Accountability Act of 1996](#).
4. Any individual or entity that has been convicted for an offense consisting of a felony relating to the unlawful manufacture, distribution, prescription, or dispensing of a controlled substance which occurred after the date of the enactment of the Health Insurance Portability and Accountability Act of 1996.

EXHIBIT I – ADMINISTRATIVE BULLETIN NUMBER 19

Kern County Administrative Bulletin



ADMINISTRATIVE BULLETIN NO. 19

Issued: January 23, 2024

SUBJECT: FREE SPEECH POLICY

Purpose

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

First Amendment Rights

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

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

Free Speech Policy

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

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

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

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

or because they filed a complaint or participated in an investigation under this Free Speech Policy.

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

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

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

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

Examples of unlawful discrimination:

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

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

Complaint and Investigation Procedure

Each employee, employment applicant, or contractor who believes that they have experienced unlawful discrimination or harassment described in this Policy may file a written complaint setting forth the specific facts and evidence supporting the complaint with the County Complaint Coordinator (see below). Such complaints shall be promptly forwarded to the Free Speech Retained Expert (see below). The complainant shall provide

all documentary evidence, names of potential witnesses, and any other information believed by the complainant to be relevant to the complaint.

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

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

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

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

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

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

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

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

The Kem County Rules of the Civil Service Commission ("Civil Service Rules") provide a voluntary complaint procedure for some complaints that fall within the scope of this Policy.

These Civil Service Rules apply to civil service employees or applicants for civil service employment complaining of unlawful discrimination, harassment, or retaliation based on religious, union, or political affiliation, or due to their participation in a government investigation.

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

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

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

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

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

Free Speech Retained Expert:
Barry McDonald, (310) 506-4668; barry.mcdonald@pepperdine.edu
APM/AB/AB-19_01-23-2024

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

Printed Name

Employee Signature _____ Date _____

[END OF AGREEMENT]