



COUNTY OF KERN

**KERN BEHAVIORAL HEALTH &
RECOVERY SERVICES**

**REQUEST FOR PROPOSAL
TO PROVIDE YOUTH CRISIS STABILIZATION
UNIT AND FAMILY RESOURCE CENTER
SERVICES**

DUE September 26, 2025

TIME Before 4:00 p.m.

COUNTY OF KERN

KERN BEHAVIORAL HEALTH & RECOVERY SERVICES

Request for Proposal to Provide: Youth Crisis Stabilization Unit and Family Resource Center Services

The County of Kern is seeking qualified proposers to provide **Crisis Stabilization Unit Services and Family Resource Center Services in Bakersfield, CA**. Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Kern Behavioral Health & Recovery Services
Nadine Stuart
2001 – 28th Street
Bakersfield, CA 93301
nstuart@kernbhhs.org

Envelopes containing the Proposals are to be marked:

PROPOSAL: “Youth Crisis Stabilization Unit and Family Resource Center Services”

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

Issuance Date August 14, 2025
Pre-Proposal Meeting August 28, 2025
Proposal Due Date September 26, 2025
Proposal Due Time Before 4:00 p.m.

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

TABLE OF CONTENTS

I.	GENERAL INFORMATION	Page	
	A.	Project Background and Description	1
	B.	Services Required of Successful Proposer	3
	C.	Services Provided by the County	3
	D.	Selection Process	3
	E.	Solicitation Caveat	7
	F.	Time	8
	G.	Standard County Agreement	8
	H.	Insurance Requirements	9
	I.	Modifications to Scope of Work	12
	J.	News Releases	12
	K.	Statutes and Rules	12
	L.	Background Review	12
	M.	Organizational Conflict of Interest	12
II.	PROPOSAL INFORMATION AND REQUIREMENTS		
	A.	General Instructions	13
	B.	Business Address	13
	C.	Corrections and Addenda	13
	D.	Proposal Format and Contents	14
	E.	Disposition of Proposals and Proprietary Data	19
	E.	Post RFP Issuance	19
	F.	Proposal Submission	20
	G.	Withdrawal and Submission of Modified Proposal	21
		SCOPE OF WORK SPECIFICATIONS AND REQUIREMENTS	Exhibit A
		AGREEMENT FOR PROFESSIONAL SERVICES	Exhibit B
		FUNDING SCHEDULE	Exhibit C
		ADDITIONAL ADMINISTRATIVE AND ETHICAL REQUIREMENTS	Exhibit D
		DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST	Exhibit E
		CREDENTIALING AND RE-CREDENTIALING REQUIREMENTS	Exhibit F
		PROGRAM INTEGRITY REQUIREMENTS	Exhibit G
		CLAIM FOR PAYMENT	Exhibit H
		FREE SPEECH POLICY	Exhibit I

I. GENERAL INFORMATION

A. Project Background

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

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

The Department consists of various Systems of Care to serve specific client populations. The Crisis Services Division primarily serves adults and youth experiencing a behavioral health crisis. KernBHRS and Crisis Services maintain and uphold the philosophy that individuals will be treated in the least restrictive environment necessary to maintain individual and community safety. Services are provided in a manner which are client centered, hope infused, and recovery oriented.

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

Based on a January 2, 2022, report issued by the Department of Finance, Kern County's population is 909,813. 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 Request for Proposal (RFP) is seeking qualified proposers to provide services to minors experiencing a behavioral health crisis, substance use crisis, or both. The purpose of providing these services is to provide Crisis Stabilization Unit (CSU) Services and Family Resource Center (FRC) services for youth.

On June 23, 2023, KernBHRS was awarded fifth round Behavioral Health Continuum Infrastructure Program (BHCIP) grant from Department of Health Care Services (DHCS) for the construction of a 15,000 square foot building to house a new youth CSU and FRC. The anticipated completion of the construction of the building is December 2026.

The county is in the process of building a new facility at 616 Workman St., Bakersfield, CA. To meet the immediate needs of the community.

One (1) Agreement will be negotiated between BHRS and the prospective service provider and approved by the Kern County Board of Supervisors prior to service

delivery. The service start date will be based on construction completion and certificate of occupancy receipt. Client services are expected to be rendered within 24 (twenty-four) hours of licensing receipt.

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

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

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

B. Services Required of Successful Proposer

BHRS has developed the attached **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.

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

C. Services Provided by the County

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

D. Selection Process

1. **All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee.** After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews with these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. If one or more of the proposers is a local vendor as defined herein, said proposer(s) shall be entitled to a local vendor preference as herein described, provided: (i) said proposer(s) achieved a score of at least seventy percent (70%) during the initial scoring phase by the Evaluation Committee; and (ii) they were included in the short list of proposers for further consideration by the Evaluation Committee, if the Evaluation Committee elected to create a short list of Proposals.

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

A local vendor is defined as a proposer who:

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

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

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

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

At-Risk Employer Preference

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

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

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

3. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.
- (a) Proposer's understanding of the RFP requirements and end result.
 - i. Does the proposal show comprehension of the scope of services and match Exhibit A requirements?
 - ii. Does the proposal address all requested objectives & deliverables?
 - iii. Does the proposal offer specific solutions that address problems & our desired objectives?
 - (b) Proposer's proposed approach to tasks.
 - i. Does the approach show innovative or advanced techniques.
 - ii. Does the approach make sense for this project?
 - iii. Does the proposal clearly define deliverables? Are they measurable and realistic?
 - iv. Are there any apparent discrepancies or omissions in the proposal?
 - v. Are the proposed transition or milestone implementation plans feasible?
 - (c) Proposer's experience in similar projects.
 - i. Does proposer have a proven track record with similar projects?
 - ii. Has the proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
 - iii. What is the overall exposure/experience of the proposer with government sector projects?
 - iv. Does the proposal provide types, number & duration of current and previous contracts?
 - (d) Fee OR proposed rates.
 - i. Has the proposer revealed and described all costs? Are there any hidden costs?
 - ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
 - iii. Does the proposer list prior contracts that were conducted on time and within budget?
 - iv. Does the proposal state the length of time for firm pricing?
 - (e) Estimated completion date(s) or required start date
 - i. Does the proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
 - ii. Does the proposal address any time frames mandated by law?

- iii. Does the proposal address the length of time to complete one-time services?
 - iv. Does the proposal describe in detail each project phase and the time needed for completion?
 - v. Does the proposal benchmark critical events in the completion of the project?
- (f) Client references.
- i. Are proposer's referenced projects similar in size & scope?
 - ii. Do references report any negative aspects with their experience with the proposer?
 - iii. Do references report proposer's capabilities in problem solving during project?
 - iv. Do references indicate successful billing/invoicing processes?
 - v. How did the reference award for previous business to the proposer?
- (g) Qualifications of proposer's staff for the project.
- i. Does the proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
 - ii. Is the technical experience of the proposer's personnel specific to the needs detailed in Exhibit A?
 - iii. Does the proposer's response address productivity and utilization of staff/management assignments?
- (h) Any other factors the Evaluation Committee deems relevant, for example:
- i. Does the proposal offer technological advances included in the work approach?
 - ii. How feasible is the transition plan/milestone steps of proposer's plan?
 - iii. Other
4. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
5. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error

based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error and make corrections accordingly.

7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**
8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. **All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information not previously submitted to the County representative for final consideration.**
 - b. **Proposers may request a debrief during the same seven (7) day time period. No extension will be given.**
9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.
10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.
11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

E. Solicitation Caveat

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

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

F. Time

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

G. Standard Agreement for Professional Services

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

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

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

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

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

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

H. Insurance Requirements

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

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

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

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

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

Vendor shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the sub-contractors' employees are

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

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

b. Liability Insurance Requirements:

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitations for independent contractors working on behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least **one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.**
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least **one million dollars (\$1,000,000) each occurrence.**
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than **one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate.**
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. **shall include an endorsement naming the County and County's board members, officials, officers, agents, and employees as additional insureds for liability arising out of this Agreement and any operations related thereto.** Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG

20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.

- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to the County and must be approved by the County Risk Manager.
 - (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.
- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
 - d. All insurance shall be issued by a company, or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
 - e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
 - f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a vendor's personnel deliver or perform services for the County while on County property.
 - g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess

of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.

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

I. Modifications to Scope of Work

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

J. News Releases

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

K. Compensation

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

L. Statutes and Rules

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

M. Background Review

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

N. Organizational Conflict of Interest

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

II. PROPOSAL INFORMATION AND REQUIREMENTS

A. General Instructions

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

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

B. Business Address

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

C. Corrections and Addenda

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

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

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

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

D. Proposal Format and Contents

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

1. Cover Page:

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

- The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.
- Indicate the name of the firm and the RFP project title clearly on your cover sheet.

2. Corporate/Agency Profile:

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

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

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

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

3. Qualifications and Experience:

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

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

- The number of employees involved in providing services.
- Experience with providing youth Crisis Stabilization Unit services and other youth crisis services.
- Experience with construction projects and Crisis Stabilization Unit building and construction requirements.
- Financial statements (balance sheet and Dun & Bradstreet credit rating acceptable)
- Examples of similar completed projects
- Skill sets
- Contractor licensing, if applicable
- Certifications, if applicable

Documentation of Satisfactory Past Performance/References

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

letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all the following information:

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

4. Credentials/Resumes:

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

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

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

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

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

5. Project Approach, Work Schedule, Transition Plan and Technology Requirements for both the youth CSU and FRC:

- a. Provide a detailed description of the methodology proposed to perform all required services.
- b. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.
- c. Describe the approach and methodology that will be used to address obstructions, constraints, or roadblocks in the submitted proposal.
- d. List and describe actions that will be done in order to comply with and meet required benchmarks, performance standards and quality assurance.
- e. Detail and describe security clearance and information technology requirements.
- f. If applicable, detailed description of proposed utilization of Business and/or Work Environment provided by County.

- g. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- h. Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project based on construction completion and 60 days after certificate of occupancy. This schedule should contain specific milestones and dates of completion which will be used to set schedules.
- i. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
- j. Identify deliverables that will be produced in order to receive payment. This may include deliverables with milestone dates or time periods that are required to be completed.
- k. Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.
- l. Describe how each of the County's desired outcomes will be met.
- m. Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

6. Cost of Service:

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

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

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

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

7. Insurance:

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

All insurance shall be issued consistent with the final Agreement with County. Insurance coverage at a minimum must be provided by a company or companies listed in the current "Best's Key Rating Guide" publication with a minimum of A-, VII rating, or in special circumstances, as pre-approved by the Risk Management Division of the Office of County Counsel. The selected proposer shall file with the Contact Person a Certificate(s) of Insurance stating the required coverages are in effect.

8. Additional Information:

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

9. Confidential Information:

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

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

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

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

By:_____ Date:_____

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

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge,

data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

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

Business Development-Related Information

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

E. Disposition of Proposals and Proprietary Data

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

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, 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 Proposals.

F. Post RFP Issuance

1. Questions

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

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for **August 28, 2025, at 11:00 a.m.** The meeting will be held via **Microsoft Teams Meeting**. All interested parties who may have questions or wish to participate in the pre-proposal meeting must email their contact information to **Nadine Stuart nstuart@kernbhrs.org. The contact information must include:**

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

3. Purpose Of Pre-Proposal Meeting

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

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

While some input obtained at the meeting may be incorporated into the RFP via addenda, **remarks and explanations made at the meeting shall not change**

the provisions of the final RFP. All interested parties who may have questions are urged to attend.

G. Proposal Submission

The proposer shall **submit one (1) written copy of the Proposal and one (1) copy on thumb drive.** The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc.) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

Kern County General Services Division
REQUEST FOR PROPOSAL FOR:
YOUTH CRISIS STABILIZATION UNIT AND FAMILY RECOVERY SERVICES
1115 Truxtun Ave., 3rd Floor.
Bakersfield, CA 93301
Telephone (661) 868-3000

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 4:00 P.M. on September 26, 2025** at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

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

RFP Proposals are not publicly opened.

H. Withdrawal and Submission of Modified Proposal

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

EXHIBIT A - SCOPE OF WORK

EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES

YOUTH CRISIS STABILIZATION UNIT AND FAMILY RESOURCE CENTER SERVICES

I. BACKGROUND

Kern County Behavioral Health and Recovery Services Department (KernBHRS) operates under the directorship of Ms. Alison Burrowes, MA., LCSW and is governed by the five members of the Kern County Board of Supervisors. The Department's goal is to ensure the citizens of Kern County who are afflicted with mental and behavioral health disorders are provided with services and resources necessary for their treatment and recovery. The Department utilizes the services of contracted providers for mental and behavioral health treatment services for minors in most geographic areas throughout Kern County.

Based on a 2022 report issued Kern County's population is 923,155. 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. By the end of 2023 the total population is anticipated to reach 930,115.

Bakersfield, the largest city in the County, is home to 408,373 individuals or 44% of the County's total population. Approximately 88% of the county's total population resides in or around various urbanized areas with 12% of the County's population living in undeveloped, rural areas.

English and Spanish are the primary languages spoken in Kern County. The County's population demographics are made up as follows:

- Hispanic/Latin persons: 56.1%
- White/non-Hispanic: 31.1%
- African American/Black: 6.3%
- Asian: 5.6%
- American Indian and Alaska Native: 2.8%
- Two or More Races: 3.4%
- Native Hawaiian/Pacific Islander: 0.3%

According to the US Census Bureau, 56.14% of Kern County residents speak only English, while 43.86% speak other languages. The non-English language spoken by the largest group is Spanish, which is spoken by 38.7% of the population.

II. PROJECT DESCRIPTION:

KernBHRS is seeking proposals from qualified providers to provide Crisis Stabilization Unit (CSU) and Family Resource Center (FRC) services (operations for a recovery-oriented youth mental health urgent care). This RFP is seeking proposals from qualified organizations to provide non-medical crisis stabilization services at this facility that will conform to all state and federal regulatory requirements for a Youth CSU and FRC (mental health urgent care). Services shall be strength-based, empowering, person-centered and promote wellness and recovery. In addition, the CSU and FRC will strive to ensure that

families and youth's needs and preferences are at the heart of all services. Paramount to a successful program is the expertise and knowledge of the provision of services to this unique population, always considering child/youth and family friendly clinical care that utilizes treatment models and clinical techniques that consider the age related and developmental needs of youth.

Youth Crisis Stabilization Unit

KernBHRS is constructing a new building located at 616 Workman Street adjacent to a new Youth Psychiatric Health Facility, that will house a youth CSU and FRC. The building will operate 24/7 as a 16-bed CSU for all youth in Kern County.

The Youth CSU will serve voluntary and involuntary (Welfare & Institution Code (WIC) 5150) youth experiencing a behavioral health crisis. The facility will be designed to provide crisis intervention and stabilization to youth 24 hours a day, 7 days a week, 365 days a year. The Youth CSU will provide access to immediate in-person behavioral health services lasting less than 23 hours. The multi-disciplinary staff at the CSU will assess the needs of the youth and the family, provide appropriate behavioral health interventions, linkage and referrals to services and access to inpatient hospitalization if needed. The goal of the CSU is to avoid the need for inpatient services by alleviating challenges and symptoms which, if not treated, present an imminent threat to the individual or other's safety or substantially increase the risk of the individual becoming gravely disabled.

Youth Family Resource Center (Youth Mental Health Urgent Care)

The Family Resource Center will provide a new and innovative mental health urgent care services for youth in a family friendly environment. Services at the FRC will be in a family friendly environment focused on age appropriate, trauma informed, and culturally sensitive care. Clinically appropriate crisis services will be provided to the youth individually, or with family/ caregivers. Onsite resources may include Department of Human Services, Probation, and community resource referrals. Staff will provide an assessment for behavioral health needs and safety risks, develop a plan to address the immediate crisis and long-term behavioral health concerns and ensure the best level of care is provided to meet the ongoing needs. Services provided at the FRC will range from individual, family and group therapy, case management, psychoeducation services, crisis intervention, collateral consultations, behavioral health assessments, psychiatric evaluations, and medication management services. The Youth Family Resource Center is part of the larger continuum of care and shall work to garnish and build on the existing therapeutic relationships with existing treatment teams and ensuring warm handoffs to the Geographical Service Area (GSA) provider.

Population Served

The Youth CSU and FRC will serve youth through the age of 17. The Youth CSU and FRC is being developed to primarily serve Medi-Cal beneficiaries and indigent individuals of Kern County; however, both the FRC and CSU will not discriminate based on funding sources and will serve all youth and families in the Kern County community. All youth and families will be provided with crisis services and linked to appropriate referrals for continued treatment.

III. DESIRED OBJECTIVES:

The goal of the Youth CSU is to provide safe, therapeutic, and recovery-oriented services for youth where they can receive assessment and treatment during a behavioral health crisis in the most appropriate and least restrictive setting necessary to maintain individual and community safety. This Request for Proposal is seeking proposals from qualified proposers to provide CSU services for voluntary and involuntarily detained youth in a facility owned by KernBHRS in Bakersfield, CA. KernBHRS is currently in the final design phase on the building, anticipating construction to begin in June of 2025. The proposer may provide various consultation services during the construction of the Youth CSU and FRC (mental health urgent care) building. Including support in furnishing the furniture, fixtures, and equipment (FFE) not included with the construction of the building. The effectiveness and productivity of the successful proposer will be based on the Provider's ability to meet the following desired objectives:

The following criteria for the Youth CSU shall apply:

1. Services shall be provided at a facility that is a certified provider of Short-Doyle/Medi-Cal services and shall ensure compliance with all Department of Health Care Services (DHCS) regulatory and licensing standards.
2. The proposer shall be a designated involuntary detention facility pursuant to Welfare and Institutions Code (W&I Code) 5250 et. seq and California Code of Regulations, Title 9.
3. Proposer staff shall meet Title 9, California Code of Regulations staffing requirements as follows:

California Code Regs. Title 9, § 663 - Minimum Staff

Inpatient services shall be under an administrative director who qualifies under Section 620(d), 623, 624, 625, or 627. In addition to the director of the service, the minimum professional staff shall include a psychiatrist if the administrative director of the service is not a psychiatrist, who shall assume medical responsibility as defined in Section 522; a psychologist, social worker, registered nurse, and other nursing personnel under supervision of a registered nurse. Nursing personnel shall be present at all times. Physicians, psychiatrists, registered nurses and other mental health personnel shall be present or available at all times. Psychologists and social workers may be present on a time-limited basis.

Rehabilitation therapy, such as occupational therapy, should be available to the patients.

4. The proposer shall show evidence of previous experience and operational competency.
5. The proposer shall effectively and efficiently apply for Department of Health Care Services (DHCS) Licensing to ensure it coordinates with the building opening timeline.

6. The proposer shall serve both voluntary and involuntarily detained minors in a timely, safe, and secure manner, leading to a referral or transfer to the most appropriate and least restrictive treatment setting available to maintain the individual and community's safety.
7. Proposers shall triage and evaluate each individual for behavioral health and substance use upon arrival to determine needs and to determine the most appropriate disposition. Discharge planning shall commence at admission and be an ongoing process and shall utilize The Integrated Core Practice Model, involving youth, family, other providers and child serving agencies to assist youth in returning to community.
8. Services provided by Proposer shall include, but not be limited to:
 - a. Crisis assessment and intervention in a safe and welcoming homelike setting.
 - b. Medical screening to identify any underlying medical conditions that may require emergency or urgent medical intervention as appropriate.
 - c. Review of documentation that accompanies individual.
 - d. Individual and/or group counseling as needed.
 - e. Evidence-Based skill sets, including, but not limited to:
 - i. Solution Focused Interventions
 - ii. Motivational Interviewing
 - iii. Peer Support
 - iv. Dialectical Behavioral Therapy (DBT)
 - v. Cognitive Behavioral Therapy (CBT)
 - vi. Applied Suicide Intervention Skills Therapy (ASIST)
 - vii. Seeking Safety and/or other trauma informed care services
 - viii. Transition to Independence Process (TIP)
 - f. Provide individual and/or support persons with an explanation of the assessment findings and the plan of care, where appropriate. These interactions shall be documented in the individual's record.
 - g. Provide documentation at least every four (4) hours. More frequent documentation shall be completed if warranted by the individual's behavior, condition, or interventions.
 - h. Coordination of care with community providers.
 - i. Activities, including but not limited to an activity program that encourages socialization within the program and general community, including linkage to resources available after discharge.
 - j. Assistance in the development of personal advocacy skills and information regarding the Patient's Rights advocacy program.
9. Should inpatient hospitalization be necessary following evaluation, Proposer shall be responsible for coordinating admission to Kern County youth inpatient facilities in collaboration with the Telecare Ridgecrest CSU. Proposer shall provide notification to the Patients' Rights Office when it is determined criteria for inpatient hospitalization is met. A licensed nursing staff shall provide a nurse-to-nurse verbal report to the receiving facility. The contractor shall be responsible for coordinating

transportation and for transportation costs to the receiving facility. Transportation may be provided by a secure contracted transportation company or by a secure transportation vehicle.

10. The proposer's staff shall assist individuals in identifying services needed after discharge. Referrals and linkage may be made for, but are not limited to:
 - a. Specialty mental health and/ or substance use disorder outpatient services providers.
 - b. Private mental health providers.
 - c. Medical services.
 - d. Community support groups, including, but not limited to, AA, NA, LGBTQ+, school-based referrals, legal aid, sober living environments, Kern Regional Center, Kern Housing Authority, and Department of Human Services.
11. The Proposer shall provide voluntary peer-to-peer enriched engagement and support in addition to clinical and psychiatric assessment, crisis intervention and supportive therapy to individuals who are experiencing a behavioral health crisis.
12. The Proposer shall operate under a multi-disciplinary approach, including but not limited to, psychiatry, therapists, nurses, and bachelor's level case workers. The Proposer shall also include the utilization of peers and/or persons with lived experience in their service provision.

The following criteria for the FRC shall apply:

1. Services shall be provided at a facility that is a certified provider of Short-Doyle/Medi-Cal services and shall ensure compliance with all DHCS regulatory and licensing standards.
2. Proposers shall triage and evaluate each individual for behavioral health and substance use upon arrival to determine needs and to determine the most appropriate treatment and referrals.
3. Services provided by Proposer shall include, but not be limited to:
 - a. Crisis assessment and intervention
 - b. Review of documentation that accompanies individual.
 - c. Individual and/or group counseling as needed.
 - d. Evidence-Based skill sets, including, but not limited to:
 - i. Solution Focused Interventions
 - ii. Motivational Interviewing
 - iii. Peer Support
 - iv. Dialectical Behavioral Therapy (DBT)
 - v. Cognitive Behavioral Therapy (CBT)
 - vi. Applied Suicide Intervention Skills Therapy (ASIST)
 - vii. Seeking Safety and/or other trauma informed care services
 - viii. TIP
 - ix. Wraparound

- e. Provide individual and/or support persons with an explanation of the assessment findings and the plan of care, where appropriate. These interactions shall be documented in the individual's record.
 - f. Provide documentation of all services provided.
 - g. Coordination of care with community providers.
 - h. Assistance in the development of personal advocacy skills and information regarding the Patient's Rights advocacy program.
 - i. Urgent psychiatric evaluations and prescription of psychotropic medication, and scheduling of follow up services with community provider.
4. Should Crisis Stabilization Unit services be necessary following evaluation, Proposer shall be responsible for coordinating admission to the CSU.
 5. The proposer's staff shall assist individuals in identifying services needed and provide referrals and linkage for, but are not limited to:
 - a. Specialty mental health and/ or substance use disorder outpatient services providers.
 - b. Private mental health providers.
 - c. Medical services.
 - d. Community support groups, including, but not limited to, AA, NA, LGBTQ, school-based referrals, legal aid, sober living environments, Kern Regional Center, Kern Housing Authority, Department of Human Services, and employment services.
 6. The Proposer shall provide voluntary peer-to-peer enriched engagement and support in addition to clinical and psychiatric assessment, crisis intervention and supportive therapy to individuals who are experiencing a behavioral health crisis.

IV. DESCRIPTION OF STANDARDS FOR YOUTH CRISIS STABILAZATION UNIT

1. Crisis stabilization services shall not extend beyond twenty-three (23) hours and fifty-nine (59) minutes. If services extend to twenty-four (24) hours or more, an Unusual Occurrence report must be submitted to KernBHRS Crisis Administration, the office of the Patient's Rights Office shall be notified, and the facility must maintain all required state reporting.
2. Minors shall be in line-of-sight supervision.
3. A physician shall be on site or on call at all times for the provision of those crisis stabilization services that may only be provided by a physician.
 - a. The proposer may utilize Telepsychiatry to assess individuals.
 - i. Physicians utilized for these assessments shall be Child Board-Certified by the State of California.
 - ii. The proposer is required to comply with Telepsychiatry requirements as outlined by the KernBHRS Information Technology Department.
 - iii. The proposer shall, when utilizing Telepsychiatry, ensure that services provided remain in accordance will all standards and procedures as

outlined in this **Exhibit A** and **Exhibit F – Designation Agreement Minors**.

- iv. Proposer shall abide by **Exhibit M TELE-HEALTH AND REMOTE ACCESS ATTESTATIONS** and attachment 'KernBHRS Telepsychiatry Standards Guidance'.
- v. The proposer shall ensure all subcontractors abide by Section 42. NON-ASSIGNMENT AND SUBCONTRACTING of this agreement.
- b. There shall be a minimum ratio of at least one licensed mental health or waived/registered professional on site for each four individual's crisis stabilization services at any given time.
- c. The proposer shall have at least one Registered Nurse on site at all times crisis stabilization services are provided to individuals involuntarily detained.
- d. Proposer's staff shall have the required licensures that are valid and current.
- e. Proposer must abide by KernBHRS's credentialing requirements.
- f. Proposer's staff shall not be listed on any excluded provider lists. Lists shall be checked on a monthly basis to verify.
- g. Proposer's staff shall include peers with lived experience who shall provide peer-to-peer engagement and support.
- h. The proposer shall have medical backup services available by written contract or agreement with local hospitals.
- i. The proposer shall have procedures in place to respond to medical emergencies.
- j. All individuals receiving crisis stabilization services shall receive a physical and mental health assessment.
- k. Physical health assessments shall include, but not be limited to, collection of medical information, vitals, medical history, and a list of current medications, including name, dose, frequency, and compliance. Medical care support shall be coordinated with local hospitals.
- l. Brief crisis interventions and stabilization shall be provided.
- m. Records for individuals receiving crisis stabilization services shall be maintained in a manner that meets state and federal standards.
- n. The proposer shall have procedures in place to respond to a psychiatric emergency which is beyond the scope/capability of the CSU.
- o. If an individual is evaluated and needs service activities that can only be provided by a specific type of licensed professional, such persons shall be available.
- p. The proposer shall have medications available on an as needed basis and shall have staffing available to prescribe and/or administer medications. Medications shall be:
 - i. Labeled in compliance with federal and state laws.
 - ii. Logged upon entering CSU.
 - iii. Stored at proper temperatures and shall not be refrigerated with food or other items.

- iv. Medications for external-use-only shall be stored separately from oral and injectable medications.
 - v. Stored in a locked area with access limited to medical staff authorized to prescribe, dispense, or administer medications.
 - vi. A medication dispensing log shall be kept.
- q. The proposer shall first use approved non-violent crisis intervention techniques for managing mental health challenges that would traditionally be responded to by seclusion and physical restraints.
- r. All clinical staff shall have training on an annual basis at a minimum on verbal de-escalation techniques and the prevention and management of aggressive behavior.
- s. Physical containment may be temporarily used only when less restrictive interventions have been exhausted and determined to be ineffective to protect the client, other clients, and staff members from harm. Mechanical restraints or locked seclusions may not be used. Such instances will be reported via the Unusual Occurrences Reporting process.
- t. Debriefing will occur, whenever possible, prior to the end of the shift. The debriefing will be directed by the charge nurse or lead staff and will include all staff involved in the temporary containment.
- u. In the event a physician orders an injection that is given without consent, for the safety of the client, other clients on the unit, or staff, the incident will be tracked and reported quarterly to PRA.
- v. The proposer shall provide 'quiet rooms' which can be used to reduce the level of stimulation for individuals receiving crisis stabilization services.
- w. Proposer shall have procedures in place to serve non-English speaking individuals receiving crisis stabilization services.
- x. Space shall be made available for storage and preparation/dispensing of food and snacks.
- y. The proposer shall provide showers and hygiene products.
- z. Informational posters and brochures regarding how to contact the Patient's Rights Advocate shall be clearly accessible. All information shall be in English and Spanish. Individuals shall not have to make a verbal or written request for this information.
- aa. The proposer shall have a current administrative manual which includes general operating procedures, including but not limited to hours of operation, disaster procedures, and emergency evacuation procedures.
 - i. The proposer shall submit monthly and quarterly reports as required by WIC 5326.1. 5326.15, CCR, Title 11, Sections 866, and Health and Safety Code, Sections 1180.2 and 1180.3, Section 77138 regarding involuntary detentions, patients' rights denials, seclusion, and restraints to KernBHRS, and report data collected as specified in the 'LPS Designation Guidelines, including information about adverse events (deaths and critical incidents), by established deadlines.

- ii. The proposer shall electronically submit a provider directory to county by the 2nd Friday of each month. The provider directory shall list all persons who are licensed, license waived, or registered; this list shall include the name, title, professional degree, license number, NPI number (if applicable), and status of cultural compliance training requirements of each such person.
- iii. Proposer shall meet the KernBHRS Crisis Administration prior to changing or adjusting policies or procedures to discuss and agree upon proposed changes or adjustments in policies or procedures which may affect the operations of KernBHRS.
- iv. The proposer shall meet administratively with KernBHRS on a monthly basis. The purpose of this meeting will be for general problem solving, data sharing and communication.

V. DESCRIPTION OF STANDARDS FOR FAMILY RESOURCE CENTER (Youth Mental Health Urgent Care)

- 1) The proposer's staff shall have the required licensures that are valid and current.
- 2) The proposer's staff shall not be listed on any excluded provider lists. Lists shall be checked on a monthly basis to verify.
- 3) The proposer's staff shall include peers with lived experience who shall provide peer-to-peer engagement and support.
- 4) All individuals receiving services at the family resource center shall receive a mental health screening.
- 5) Behavioral health assessments shall be completed when deemed appropriate. Urgent/emergent assessments shall be completed within the required timeframe as required.
- 6) Urgent psychiatric services shall be available on site.
- 7) Crisis interventions shall be provided.
- 8) The Proposer will ensure youth are connected to follow up care with community provider after receiving services at the FRC.
- 9) Records for individuals receiving services shall be maintained in a manner that meets state and federal standards.
- 10) The proposer shall have procedures in place to respond to a psychiatric emergency which is beyond the scope/capability of the FRC.
- 11) If an individual is evaluated and needs service activities that can only be provided by a specific type of licensed professional, such persons shall be available.
- 12) Proposer shall have procedures in place to serve non-English speaking individuals receiving FRC services.
- 13) The proposer shall have a current administrative manual which includes general operating procedures, including but not limited to hours of operation, disaster procedures, and emergency evacuation procedures.
- 14) The proposer shall meet administratively with KernBHRS on a monthly basis. The purpose of this meeting will be for general problem solving, data sharing and communication.

VI. ESTIMATED VALUE/COST

KernBHRS is currently in the process of building a new facility to house the youth CSU and FRC. As part of the response to the RFP, the county is encouraging proposers with experience in building a facility for collaboration in the building of the facility. To meet the immediate needs of the community the County may work with the awardee to locate an interim CSU location to begin services, prior to the new buildings' completion. The interim location is conditional upon an approved location being found and the funding being available by the County. All leases and/or remodeling of any facility will be in concert with KernBHRS. KernBHRS has allocated a budget not to exceed:

\$6,930,000 for CSU annual operations
\$2,700,000 annual FRC operations

As part of the baseline of this negotiation, the proposer is expected to include in the proposal two-line item budgets: one for a startup period and the second for the first full year of operations. Contractor shall be reimbursed at a rate negotiated per 24-hour operating period and up to the maximum amount set forth in Exhibit C, "Funding Schedule". The budgets should include sufficient detail to all the reviewers to evaluate the financial viability of the proposed program. The budgets at a minimum will include the following:

1. Salaries and benefits based on proposed staffing pattern.
2. Operating expenses.
3. Administrative expenses.
4. Capital expenditures.
5. Consultation Fees.

As administrative expenses are often shared, the RFP response should also include a cost allocation plan that identifies the basis of allocation for administrative expenses. Additionally, as these facilities will be Medi-Cal site certified, an audit by a CPA will be required as part of the agreement and as an exhibit of the response to the RFP.

The permanent physical site will be located at 616 Workman St. Bakersfield, CA.

VII. BUSINESS AND/OR WORK ENVIRONMENT

A. Philosophy

The goal is to restore minors to an improved level of functioning that safely allows treatment in the least restrictive setting and utilizes principles of Recovery is key to the minors' care. Care that is inclusive, supportive, person-centered, and culturally based will begin at the initial presentation for services and continue throughout the inpatient process. Services must be provided by professional staff as required by the California Code of Regulations (CCR) Title XXII.

Successful proposer will:

1. Provide a summary of how the organization's goals and philosophy are aligned with the overarching goals and principles of the proposed CSU and FRC. Provide specific examples to support your response.
2. Describe how the organization defines Recovery and how this definition impacts the proposed delivery of care for the CSU and FRC.
3. Describe your organization's capacity to serve individuals from various ethnic and cultural backgrounds.

B. Operational requirements

Successful proposer will:

1. Provide information regarding a governing body that assumes full legal responsibility for determining, implementing, and monitoring policies governing the CSU's and FRC's operation.
2. Employ, train, supervise and direct all personnel performing services in the Youth CSU and FRC.
3. Provide a narrative description outlining the program. The narrative should explain how the programmatic space will be used, what treatments and activities will be available to minors and how they will be assured an appropriate, safe, and therapeutic environment.
4. Describe how the requirements to serve individuals involuntarily detained pursuant to W&I Code 5250 and WIC 5585-5585.59 Children's Civil Commitment and Mental Health Treatment Act will be met.
5. Provide effective procedures for the immediate transfer of youth requiring emergency care beyond the capabilities of the CSU.
6. Provide a written disaster preparedness plan that provides for the emergency care of minors, staff and other in the facility in the event of fire, natural disaster, functional failure of equipment, or other unexpected events or circumstances that are likely to threaten the health and safety of those in the CSU.
7. Develop, implement, and maintain an ongoing, data-driven quality assessment and performance improvement program.
8. Establish a program for identifying and providing the highest level of clinical care, patient safety and clinical outcomes.
9. Maintain complete, comprehensive, and accurate medical records that meet Department of Health Care Services (DHCS) standards to ensure adequate individual care.
10. Describe how all patient information will remain confidential and how all security requirements in Section 9 listed below will be met.
11. Provide a complete Pre-Opening Plan to ensure the CSU and FRC perform efficiently from the outset.
12. Develop policies that specify both training requirements and training opportunities.
13. Submit a copy of Privacy Policies.

14. Ensure fiscally responsible decision making and develop and implement a comprehensive budget plan.
15. Provide an effective health care risk management program that is designed to identify, address, prevent, and monitor situations that could result in injury or liability, financial loss, or regulatory noncompliance.
16. Provide an effective health care risk management program for the purpose of ensuring adherence to applicable federal and state laws, regulations, and other standards.
17. Implement and monitor monthly/quarterly financial and statistical reports.
18. Describe how your program and activities will maintain a drug and alcohol-free environment at all times.
19. Provide a comprehensive operations plan describing the model used to manage clinics performing the services required in this CSU and FRC.
20. Provide an Operation Plan that will include, but not limited to, the following elements:
 - a. Timelines for hiring and training staff, securing a clinic site, purchasing equipment, and obtaining licenses, certifications, and insurance.
 - b. A schedule with timeliness for milestone events to substantiate adherence to the start date.
 - c. Identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.
 - d. Specify all software and computer technology that is anticipated to be used in rendering the services.
 - e. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

C. Hours of Service

The Youth CSU will accept referrals and provide services 24 hours per day, seven (7) days per week, 365 days per year.

The FRC will provide services 7 days a week with hours of operation to be determined by the needs of the community. The hours of operation will start 8 a.m. to 8 p.m. may be extended based on the needs of the community.

D. Timeframe for Delivery of Services

The term of the Agreement for Professional Services will be a five (5) year agreement. The Agreement will be subject to renewal, based on satisfactory performance.

E. Information Technology Infrastructure

1. A successful proposer will participate in KernBHRS information technology systems including but not limited to the Department's Electronic Health Record (EHR).

2. Successful proposer, in order to access Department policies and procedures, as required in this Agreement, will secure and maintain business class high speed internet access.
3. County will provide access to appropriate information and Department computer systems via a Virtual Private Network (VPN).
4. Proposer is responsible for their own hardware costs associated with the VPN; County will provide a comparable hardware list.

Successful proposer will:

1. Describe how your organization will utilize the EHR system to support coordinated care between the CSU and FRC, the County, Community Providers, and Primary Care Providers in the community.

F. Staffing

Successful proposers will:

1. Provide a staffing table that will fulfill the Youth CSU and FRC staffing requirements by position.
2. Describe the organization's staffing pattern.
3. Describe how the organization will ensure that staff are representative of the local community and include peers and family members in supporting and improving the delivery of services.

Minimum staffing requirements:

1. Federal and state government departments maintain lists of providers and individuals who are not eligible for payment for services provided under any provider number to Medi-Cal or Medicare beneficiaries:
 - i. United States Department of Health and Human Services, Office of the Inspector General, maintains the List of Excluded Individuals/Entities.
 - ii. General Services Administration maintains the Excluded Parties List System.
 - iii. California DHCS maintains a Medi-Cal suspended and ineligible provider list.
 - iv. United States Social Security Administration maintains the Social Security Death index.
 - v. Centers for Medicaid & Medicare, through the National Plan and Provider Enumeration System, maintain the NPI list.

The contractor will conduct an initial check prior to hiring new staff and will perform subsequent checks every month. The contractor will verify that all new and existing employees (including interns and/or volunteers) do not appear on the aforementioned Exclusions lists. The contractor will ensure that any excluded individual is immediately prevented from performing services resulting to claims for payment for services, directly or indirectly to a Medi-Cal or Medicare recipient. The excluded individual should all be removed from active duty in any position in which the person's salary or the services rendered or prescribed are paid in whole or in

part by federal health care programs or federal funds until such time the person is removed from the Exclusions lists. The proposer will provide affirmation of review to the BHRS Administrator monthly, the Quality Improvement Division designee during annual audits and upon request, and will, as prescribed by Department, report any provider individual, employee, or subcontractor provider, appearing on any of these exclusions lists, databases or indices.

VIII. Deliverables

The following are objective tangible results that the Contractor must produce in order to receive payment. This may also include deliverables with milestones, dates or time periods that are required to be completed.

The following is a non-inclusive of provider requirements:

A. Documentation

- Maintain complete, comprehensive, and accurate medical records documenting daily medical necessity. Documentation must meet Department of Health Care Services (DHCS) standards.

B. Mandatory Meetings and Training:

- Attendance of monthly administrative meetings convened by KernBHRS System Administrator.
- Attendance at the monthly Children's Collaborative meeting convened by Crisis Services Administrator.
- Attendance at the Chief Executive Officers' (CEO) meeting convened by the Mental Health Director.
- Attendance in training deemed necessary by System Administrator and PRA when appropriate.
- Completion of TIP Training

C. Reporting Requirements:

- No later than sixty (60) days after the beginning date of the Agreement, Contractor must submit its agency's cultural competence plan to the Department for review/approval.
- No later than thirty (30) days after the beginning date of the initial Agreement, Contractor must submit the names and contact information of its current privacy officer, security officer, and compliance officer, in accordance with Federal and State regulations. This information shall be provided to the Department's Compliance Officer no later than the twenty-fifth (25th) calendar day of April, and within thirty (30) days of any change of officer(s) during the year in any subsequent Agreements.
- Unusual occurrences are to be reported to the PRA, Crisis Services Administrator, or designee, and In-Patient Supervisor within five (5) workdays of the event, or as soon as possible after becoming aware of the unusual event.

D. Quarterly Reporting

- Successful proposer shall review the United States Department of Health and Human Services, Office of the Inspector General's list of excluded individuals/entities and the Department of Health Care Services Medi-Cal Suspended and Ineligible Provider list and provide affirmation of review.
- Prior to the 15th of the month following the close of the calendar quarter, successful proposer must submit its Denial of Rights/Seclusion and Restraint Quarterly Report to County Patients' Rights Advocate's Office for submission to State Office of Patients' Rights.
- Prior to the 15th of the month following the close of the calendar quarter, the successful proposer must submit its Quarterly Report on Involuntary Detentions to County Patients' Rights Advocate's Office for submission to State Office of Patients' Rights.

VIII. PROVIDER LICENSING, CERTIFICATIONS & QUALIFICATIONS

The following is a general outline of the Provider Licensing, Certifications, and Qualifications that will be required.

The CSU must be certified by the California Department of Health Care Services. The CSU must maintain compliance with the California Code Regulations, Title 22, Division 5, Chapter 9, as well as any applicable state and federal laws.

The CSU and FRC must have a National Provider Identification number.

The CSU and FRC must have the ability to obtain Medi-Cal certifications. KernBHRS cannot bill Medi-Cal without these certifications in place and will not forward payments to the Provider until site certifications are obtained.

The CSU must meet the requirements to serve individuals involuntarily detained pursuant to Welfare and Institutions Code Section 5150 requirements, WIC 5585-5585.59 Children's Civil Commitment and Mental Health Treatment Act. and must be designated as such by the Kern County Board of Supervisors and California Department of Health Care Services. The designation process must be completed prior to providing services.

IX. PERFORMANCE STANDARDS AND QUALITY ASSURANCE

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

For the Youth CSU:

- a. Determination to accept or deny a referral for the CSU will be made within 2 hours of the receipt of the transfer packet.
- b. Documentation must meet DHCS standards.
- c. Recidivism for readmission will be less than 25% within 30 days and will be

- reported to County on a quarterly basis.
- d. One hundred percent (100%) of charts for individuals who are readmitted within a 30-day period will be reviewed by Provider. All identified internal risk factors will be discussed and resolved if possible. Outcomes will be presented at a monthly meeting convened by KernBHRS Crisis Services Administration.

For the Youth CSU and FRC:

- e. Patient Satisfaction Surveys will indicate an overall satisfaction rating of 80% or above and will be provided to the County on a quarterly basis.
- f. 80% or above of youth receiving services will receive follow up care post services at the FRC.
- g. FRC will follow up will youth who receive services within 7 days post services.
- h. Cultural Competence Guidelines:
 - i. Services will be culturally and linguistically appropriate to reflect the demographics of the population served. All services will be delivered in a manner that respects the consumer's gender, language, ethnicity, spiritual beliefs, sexual orientation, and physical abilities.
 - ii. Limited English Proficient (LEP) individuals will have the right to free language assistance services, and to be informed how to access free language assistance services.
 - iii. Contractor will have a plan for cultural competency training for all staff, including administrative and management staff of the agency.
 - iv. Clinical program staff will be required to attend a minimum of six (6) hours of cultural competency training annually, beginning with the effective date of this agreement.
 - v. Staff and volunteers will represent the ethnic and cultural diversity of the community it serves. This includes bilingual staff and volunteers whenever possible.
- i. Attendance at all mandatory meetings.

XI. SECURITY REQUIREMENTS

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

Protected Health Information is subject to protection under the State and federal laws, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH Act).

The successful proposer will become a Business Associate of the County under the HIPAA and HITECH Act and will sign the Business Associate Agreement included in the Agreement for Professional Services.

KernBHRS is required to comply with the Information Exchange Agreement between the Social Security Administration and the California Department of

Health Care Services (State Agency). Agencies contracting with the County of Kern through its KernBHRS Department are expected to adhere to the guidelines stated in the Information Exchange Agreement.

Successful proposer, in order to access Department policies and procedures, as required in this Agreement, will secure and maintain a business class high speed internet access.

Successful proposer is responsible for compliance with medical record standards as defined by county. Provider will maintain sufficient computer hardware and software to ensure that all clinical service documentation is entered into an appropriate database system in a timely manner from the date of service, according to time standards set by KernBHRS.

Successful proposer agrees to implement appropriate safeguards and maintain individually identifiable patient health information ("Protected Health Information or "PHI," including electronic PHI) as required by HIPAA. Additionally, Provider agrees to notify County of disclosures of protected health information in violation of HIPAA and this Agreement and take steps to mitigate, to the extent practicable, deleterious effects of improper use of protected health information.

XII. SUMMARY OF DESIRED OUTCOME(S) AND DELIVERABLES

The following is a general Summary of Desired Outcome(s) and Deliverables required as part of this proposal. The items below are only key factors in the proposal to provide Youth Crisis Stabilization Unit and Family Resource Center services for the Department of Behavioral Health and Recovery Services.

This Request for Proposal is seeking proposals from qualified proposers to provide CSU services for voluntary and involuntarily detained youth in a facility owned by Kern BHRS in Bakersfield, CA. The effectiveness and productivity of the successful proposer will be based upon the Provider's ability to meet the following desired objectives:

1. To serve youth who are Medi-Cal, Medi-Care, or Medi-Cal/Medi-Care beneficiaries as well as those who are indigent and without benefits.
2. To reduce the length of stay of youth pending disposition of treatment.
3. To reduce the instances of youth waiting in local emergency departments pending transfer to the CSU.
4. To reduce the instances of youth hospitalization by providing intensified crisis intervention and collaboration with key community partners.

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

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

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

7. The funding in this agreement is intended to reimburse Contractor for providing the services listed in Exhibit A.
8. 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.
9. No funding other than from sources listed in Exhibit C is available for payment of fees associated with this agreement.
10. 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;
- k. 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@kernbhers.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”

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

CONTRACTOR NAME
EXHIBIT A – DESCRIPTION AND STANDARDS OF SERVICES
(TYPE OF SERVICES AND/OR GEOGRAPHIC AREA SERVED.)

[THIS PAGE IS INTENTIONALLY LEFT BLANK.]

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.

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

CONTRACTOR NAME

EXHIBIT E- DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT

NOTE: COMPLETED COPY ON FILE WITH CONTRACT MONITORING TEAM

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

Provider Entity Information
Circle the Type of disclosing entity: <input type="checkbox"/> Individual Member of a Group or Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability
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 <u>ownership or control interest in the Provider Entity of 5% or greater</u> . This Should match those listed in the organizational chart. For Owners list the percentage of ownership. Attach additional pages if needed to identify all parties with ownership or control interest. List the name, Tax Identification Number (TIN), business address of each organization, corporation, or entity having an ownership of corporation, or entity having an Ownership or Control Interest of 5% or greater . (42 CFR 455.104 (b) (1) (ii))					
Name/Title	DOB	Address	Address	SSN (if listing an individual) TIN (if listing an	% Interest

Section II

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

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

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

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

Name of Individual	Relationship

Section 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% or 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.

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

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.

CONTRACTOR NAME

EXHIBIT H - CLAIM FOR PAYMENT

NOTE: COMPLETED COPY ON FILE WITH FINANCE

CLAIM FOR PAYMENT
COUNTY OF KERN
STATE OF CALIFORNIA

CLAIM OF _____ DATE _____ DEPARTMENT _____

ADDRESS _____

INSTRUCTIONS TO CLAIMANT: SOCIAL SECURITY OR FEDERAL TAX ID NO. _____

- (1) CLAIMS MUST BE SIGNED BY THE CLAIMANT AND APPROVED BY THE HEAD OF THE DEPARTMENT BEFORE SUBMISSION TO THE COUNTY AUDITOR-CONTROLLER.
(2) CLAIMANT PERFORMING SERVICES TO TWO OR MORE COUNTY DEPARTMENTS MUST MAKE SEPARATE CLAIMS FOR EACH DEPARTMENT.
(3) CLAIMS FOR REIMBURSEMENT OF TRAVEL EXPENSES MUST INCLUDE A STATEMENT OF THE PURPOSE OF COUNTY BUSINESS.
(4) NO CLAIMS WILL BE AUDITED OR ALLOWED UNTIL THE ABOVE REQUIREMENTS HAVE BEEN MET

Table with 4 columns: DATE, DESCRIPTION, DOLLARS, CENTS. Includes a TOTAL row at the bottom right.

The undersigned, under penalty of perjury, states: That the above claim and the items are therein set out are true and correct, that no part thereof has been heretofore paid; that the amount therein is justly due; and that the same is presented not later than one year after the accrual of the cause of action

DON'T sign firm name . . . sign Your name here.

FOR FILING STAMP ONLY

CLAIMANT SIGNATURE

DATE

BELOW FOR COUNTY USE ONLY

Expenditure Authorized and Approved By:

AUTHORIZED DEPARTMENTAL SIGNATURE

SUPERVISOR

Form with fields for Department No., Claim No., Signature Date, Contract No., FF, Fund No., Issue Date, Vendor No., and Descriptive Purpose of Claim.

If so stated, above is a LIBELAL CHARGE against the

County for the sum of \$ _____

Audited and Allowed

Auditor Certificate

By: _____

AUDITOR-CONTROLLER

Date _____

P.A.S. 580 1151

(REV. 3/87)

Table with columns: Rep. Code, Amount, FY, Division, Project, Agency, Facility. Includes a TOTAL row at the bottom.

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

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

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

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

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

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

Examples of unlawful discrimination:

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

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

Complaint and Investigation Procedure

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

The County Complaint Coordinator shall initiate a formal investigation of the allegations in the complaint, interview all witnesses to the incident giving rise to the complaint (including the complainant and the person(s) against whom the complaint is directed), and issue written findings as to the merits of the

complaint and the remedies that should be implemented to resolve the complaint under existing County ordinances, policies, and procedures. The County Complaint Coordinator shall have a period of not more than 75 business days from receipt of the complaint to conduct the investigation and to issue appropriate draft findings and recommended remedies. The 75-day time period may be extended due to the unavailability of a material witness, or with the written agreement of the complainant.

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

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

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

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

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

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

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

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

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

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

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

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

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

Free Speech Retained Expert:

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

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

Printed Name

Employee Signature

Date

[END OF AGREEMENT]