

**COUNTY OF KERN**

**KERN BEHAVIORAL HEALTH &  
RECOVERY SERVICES**

**REQUEST FOR PROPOSAL TO PROVIDE OUTPATIENT  
SPECIALTY MENTAL HEALTH SERVICES FOR ADULTS  
AND CHILDREN IN METRO BAKERSFIELD**

**DUE: OCTOBER 10, 2025**

**TIME: BEFORE 11:00 A.M.**

**COUNTY OF KERN**

**KERN BEHAVIORAL HEALTH & RECOVERY SERVICES**

**Request for Proposal to Provide Outpatient Specialty Mental Health Services for Adults and Children in Metro Bakersfield**

The County of Kern, through Kern Behavioral Health & Recovery Services (KernBHRS) is seeking proposals from qualified providers to provide adult and child outpatient specialty mental health services in the following service areas:

- Central Bakersfield: Adult only
- North Bakersfield: Adult and Children
- Northeast Bakersfield: Adult only
- South Central Bakersfield: Adult and Children
- Southeast Bakersfield: Adult only
- West Bakersfield: Adult and Children

Proposers are specifically directed to not 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**  
**Francinii Aguirre**  
**2001 28th Street**  
**Bakersfield, CA 93301**  
[FAguirre@kernbhhrs.org](mailto:FAguirre@kernbhhrs.org)

Envelopes containing the Proposals are to be marked:

**PROPOSAL: Outpatient Specialty Mental Health Services for Adults and Children in Metro Bakersfield**

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 . . . . . September 12, 2025**  
**Pre-Proposal Meeting . . . . . September 23, 2025**  
**Proposal Due Date . . . . . October 10, 2025**

**Proposal Due Time . . . . . Before 11:00 a.m.**

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

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## I. GENERAL INFORMATION

### A. Project Background

Kern County spans 8,161 square miles in the San Joaquin Valley of California. The County is divided into eleven (11) Geographic Service Areas for serving individuals who need mental health care. The Kern Behavioral Health & 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 Clinical Plan Services Division provides community-based, family-oriented, and culturally competent outpatient specialty mental health services for adults, children, and adolescents with the goal of minimizing hospitalizations, out-of-home placements or placement failures.

The Department's goal is to ensure residents of Kern County with specialty mental health needs have access to the services and resources necessary for their treatment and recovery. The Department partners with contracted providers to deliver mental health treatment services for both adults and children across the various geographic areas of Kern County.

This Request for Proposal (RFP) is seeking qualified providers to deliver Outpatient Specialty Mental Health Services for Adults and Children in Central Bakersfield, North Bakersfield, Northeast Bakersfield, South Central Bakersfield, Southeast Bakersfield, and West Bakersfield.

The Department expects to spend approximately **\$38,716,470** per fiscal year for these services. Upon review of proposals, the final allocation of each award will be negotiated and amounts will vary. The County reserves the right to award contracts to more than one successful contractor to provide services as required by this RFP. Interested contractors should specify the following in their proposal: which population(s) will be served; geographic area(s) in which service delivery shall occur; type of facility in which services will be provided (i.e., owning and operating an existing facility, opening a new facility). Services shall begin on July 1, 2026.

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

**1. Disclosure of Ownership:** provide disclosures of ownership and control. A Disclosure of Ownership form will be provided to the successful contractor by KernBHRS once a contract is awarded.

**2. Screening for Ineligible and Suspended Employees and Entities (Exclusions):** evidence that the contractor is not identified on the List of Excluded Individuals/Entities (LEIE), the General Services Administration Excluded Parties List System (SAM-EPLS), the DHCS Medi-Cal List of Suspended 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 the anticipated timeline for the start and completion of this project.

Proposer will be expected to review the Exhibit to understand the expected outcome, the desired goals and objectives, and the specific problems and challenges to be addressed in order to achieve the required end result.

Outpatient Specialty Mental Health Services for Adults and Children are available in the geographic areas below; proposers may submit proposals for one or more services within those areas. In addition, KernBHRS may expand contracted services in the future.

<b>Geographic Areas</b>	<b>Child Outpatient Services</b>	<b>Adult Outpatient Services</b>	<b>CalWORKs Services</b>
Central Bakersfield		X	X
North Bakersfield	X	X	X
Northeast Bakersfield		X	X
South Central Bakersfield	X	X	X
Southeast Bakersfield		X	X

West Bakersfield	X	X	X
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**C. Services Provided by the County**

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

**D. Selection Process**

**1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee.** After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.

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

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

**A local vendor is defined as a proposer who:**

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

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

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

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

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

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

#### At-Risk Employer Preference

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

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

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

3. The following is a list of general criteria that will be used by the Evaluation Committee to determine its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors and may give each of the criteria considered as little or as much weight as they consider appropriate.)

#### **(a) Proposer's understanding of the RFP requirements and end result.**

- i. Does proposal show comprehension of the scope of services and match Exhibit A requirements?
- ii. Does proposal address all requested objectives & deliverables?
- iii. Does proposal offer specific solutions that address problems & our desired objectives?

#### **(b) Proposer's proposed approach to tasks.**

- i. Provide a comprehensive operations plan describing the model used to manage clinics performing the services required in this RFP.
- ii. Describe how the proposed approach demonstrates evidence-based practices.
- iii. Describe how the proposal demonstrates integration/outreach with the community to increase trust and reduce stigma which will in turn lead to an increase in population served.
- iv. Describe how your organization will utilize the BHRS electronic health record (EHR) to support coordinated care between the County and other community agencies.
- v. Describe how you will address co-occurring mental health and substance use disorders within service delivery.
- vi. Describe how the organization will involve family, support persons, and peer services at all stages of treatment, from engagement to discharge.
- vii. Describe how the organization will provide services to individuals with varied treatment needs, and support individuals in crisis situations and post-hospitalization.
- viii. Describe the organization's ability to expand operations to cover additional geographic locations, as needed, in order to meet the needs of the community.

- ix. Describe how the organization will incorporate vocational and educational goals of consumers into treatment.
- x. Describe how the organization will ensure timely access to service, including psychiatric medication services.
- xi. Address how the proposer intends to execute same-day service access.
- xii. Address how the proposer will ensure services are offered in the client's preferred language?
- xiii. Describe the process to ensure that interpreters are trained and monitored for language competence.

**(c) Proposer's experience in similar projects.**

- i. Demonstrate sufficient experience in providing the services required in this RFP.
- ii. Provide a summary of successful operation of a similar program.
- iii. Provide a summary of how the organization's goals and philosophy are aligned with the goals and principles of this project. Provide specific examples to support your response.
- iv. Describe how the organization will measure and report on the performance measure benchmarks and targets during the contracting period.
- v. Does the proposer have the ability to operate under managed care rules?
- vi. Does proposer have a proven track record with similar projects?
- vii. Has proposer completed relevant or similar projects? What was the length of time performing services for these relevant projects?
- viii. What is the overall exposure/experience of the proposer with government sector projects?
- ix. Does proposal provide types, number & duration of current and previous contracts?

**(d) Fee OR proposed rates.**

- i. Has proposer revealed and described all costs? Are there any hidden costs?
- ii. How does the proposer implement cost control techniques? Are there any escalation clauses included?
- iii. Does proposer list prior contracts that were conducted on time and within budget?
- iv. Does proposal state length of time for firm pricing?

**(e) Estimated completion date(s) or required start date.**

- i. Does proposal describe transition start up tasks & time and/or milestone steps to negotiate contract, set up staffing/equipment requirements and begin services?
- ii. Does proposal address any timeframes mandated by law?
- iii. Does proposal address the length of time to complete one-time services?
- iv. Does proposal describe in detail each project phase and the time needed for completion?
- v. Does the proposal benchmark critical events in the completion of the project?

**(f) Client references.**

- i. Are proposer's referenced projects similar in size & scope?
- ii. Do references report any negative aspects with their experience with proposer?
- iii. Do references report proposer's capabilities in problem solving during project?
- iv. Do references indicate successful billing/invoicing processes?
- v. How did the reference award previous business to the proposer?

**(g) Qualifications of proposer's staff for the project.**

- i. Does proposer offer a combination of experience, education, licensing, certification & background undertaking with similar projects relevant to our needs?
- ii. Is the technical experience of proposer's personnel specific to the needs detailed in Exhibit A?
- iii. Does proposer's response address productivity and utilization of staff/management assignments?

**(h) Any other factors the Evaluation Committee deems relevant, for example:**

- i. Does proposal offer technology advances included in work approach?
- ii. How feasible is the transition plan/milestone steps of proposer's plan?
- iii. Other

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

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

6. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error and make corrections accordingly.

7. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is *not* the sole criterion for recommending contract award.**

8. All proposers responding to this RFP will be notified of their selection or non-selection in writing.

**a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information not previously submitted to the County representative for final consideration.**

**b. Proposers may request a debrief during the same seven (7) daytime period. No extension will be given.**

9. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda.

10. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.

11. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.

12. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made.

#### **E. Solicitation Caveat**

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

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

#### **F. Time**

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

#### **G. Standard Agreement for Professional Services**

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

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

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

i) will agree to and accept the **Exhibit "C" Sample Standard Agreement for Professional Services** contained therein if selected, or

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

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

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

## **H. Insurance Requirements**

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

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

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

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

### **a. Workers' Compensation and Employers Liability Insurance Requirement:**

In the event Vendor has employees who may perform any services pursuant to this Agreement, Vendor shall submit written proof that Vendor is insured against liability for workers' compensation in accordance with the provisions of section 3700 of the California Labor Code.

Vendor shall require any subcontractors to provide workers' compensation for all of the subcontractors' employees, unless the subcontractors' 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 subcontractor to provide adequate insurance for the coverage of employees not otherwise covered.

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

**b. Liability Insurance Requirements:**

(1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:

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

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

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

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

(3) Any self-insured retentions in excess of **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.

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

c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-

renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.

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

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

f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a vendor's personnel deliver or perform services for the County while on County property.

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

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

## **I. Modifications to Scope of Work**

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

## **J. News Releases**

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

## **K. Compensation**

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

Compensation for services rendered shall be determined based on the type of mental health program provided, as follows:

1. **Fee-for-Service Programs:** Reimbursement for outpatient mental health services provided under this agreement shall be guided by the rates and methodologies established by DHCS. Providers are expected to adhere to the Medi-Cal reimbursement schedules applicable to specialty mental health services, including any updates or adjustments issued by DHCS. These may include rate increases authorized through state legislation, Proposition 56 supplemental payments, and other targeted funding initiatives. All services must be billed in accordance with DHCS guidelines and are subject to audit and review to ensure compliance with applicable state and federal requirements. While County rates serve as the foundational benchmark, final reimbursement terms under this agreement will be subject to negotiation between the County and the selected provider, taking into account service scope, local needs, and funding availability. Providers must acknowledge that reimbursement rates are subject to change and agree to accept the rates in effect at the time services are rendered, as determined by DHCS and the County.
2. **Cost-Based Reimbursement Programs:** For mental health programs designated as cost-based reimbursement, compensation shall be calculated based on allowable costs incurred in the delivery of services. Such costs shall be documented and subject to verification and audit as outlined in the Agreement.

The designation of each mental health program as fee-for-service or cost-based reimbursement shall be determined prior to entering into an Agreement.

## **L. Statutes and Rules**

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

## **M. Background Review**

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

## **N. Organizational Conflict of Interest**

Contractor warrants, to the best of its knowledge, that neither Contractor nor its officers, agents or employees presently has any consulting or contractual arrangement with any firm or organization that would give rise to an organizational conflict of interest with respect to the work to be performed under this Agreement. Neither Contractor nor its officers, agents or employees shall enter into any contractual

arrangement that would give rise to any potential conflict of interest, without first obtaining County's prior written approval before entering the agreement. If any organizational conflict of interest is discovered by Contractor relating to this Agreement, Contractor shall immediately notify County, and attempt to present a suitable mitigation plan. County may, at its sole discretion, terminate this agreement in the event that Contractor has any actual or potential organizational conflict of interest. As used in this paragraph, "**Organization conflict of interest**" means any relationship whereby Contractor has present or planned interests related to the work to be performed under this Agreement which: (1) May diminish its capacity to give impartial, technically sound, objective assistance and advice or may otherwise result in a biased work product, or (2) may result in its being given an unfair advantage.

## **II. PROPOSAL INFORMATION AND REQUIREMENTS**

### **A. General Instructions**

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

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

### **B. Business Address**

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

### **C. Corrections and Addenda**

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

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

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the

Addenda Cover Sheet and submit same with the Proposal (or deliver them to **Francinii Aguirre, Kern Behavioral Health & Recovery Services, 2001 28<sup>th</sup> Street, Bakersfield, CA 93301**, if the proposer has previously submitted a Proposal to the department).

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

**D. Proposal Format**

1. The length of the proposal should be no longer than 25 - 50 pages.
2. Please use complete sentences for each section of the proposal.
3. Please Arial font and the font size should be 12.
4. Please do not include **Patient Health Information** in this or any other section of your proposal. **This will be grounds for immediate disqualification from the RFP process.**
5. **Please do not submit canned or generic proposals.** (A “canned” submission is one that is being repurposed from a previous proposal. Submission should be specifically written for this RFP.)
6. For ease of review and to facilitate evaluation, the Proposals for this project must be organized and presented in the order requested as follows **(no exceptions)**:

**D1. Proposal Contents**

**1. Cover Page:**

Clearly indicate the RFP project title and the name of the firm on the cover page.

For example:

Request For Proposals For \_\_\_\_\_ Services

Submitted By: Organization X

James Smith, Chief Operating Officer

**2. Introduction (1 Page)**

In this section, the proposer must:

- Include a letter of introduction about your organization signed by an authorized representative of the firm.
- Interested contractors should specify the following in their proposal: which population(s) will be served; geographic area(s) in which service delivery shall occur; type of facility in which services will be provided (i.e., owning and operating an existing facility, opening a new facility). Refer to the chart on page 6.
- In your introductory statement please include the following language at the end of your introductory statement:

The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.

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

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

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

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

### **4. Organization's Qualifications and Experience:**

This section is designed to establish the proposer as an organization with the qualifications and experience to operate the program, or provide the services, as specified in the RFP's scope of work, **Exhibit A, Description and Standards of Services**.

In this section, the proposer must provide specific information concerning the organization's qualifications and experience (e.g., skill sets, contractor licensing, certifications etc.) in the services specified in the RFP's scope of work, **Exhibit A, Description and Standards of Services**, preferably within the State of California.

#### Part I: Headers

Please provide information for each Header in this section (in this order):

- Header #1: The number of staff (key and non-key) involved in providing services
- Header #2: Number of years the organization has been providing services
- Header #3: Skill sets that organization uses in providing services
- Header #4: Contractor licensing, if applicable
- Header #5: Certifications, if applicable
- Header #6: Examples of completed projects

## Part II: Financial Statements

Please provide information for this Header:

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

### **How to obtain Dun & Bradstreet (D&B) credit scores**

- ❖ The first step on how to get a D&B rating is to create a D-U-N-S number — which you can request online. In some cases, you might find that your number has already been created for you based on searches by your suppliers, clients or lenders.
- ❖ Once the D-U-N-S number is created, you can establish your business credit file and sign up for CreditSignal, which alerts you when there are changes to your score.
- ❖ Full reports are behind a paywall, which requires you to sign up for one of the packages.

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

### Documentation of Satisfactory Past Performance/References

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

Each reference shall include a current point of contact and a phone number.

Each reference letter must have all the following information:

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

### **Note:**

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

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

Provide a list of all organizations with current contact information including email, to which you have provided similar services over the last two years but are not currently working for. Please indicate why you are not currently providing services to said organization(s).

## **Format Example:**

- Name Of The Organization:
- Name Of The Contact:
- Contact's Email Address:
- Contact's Phone Number:
- Why is your organization no longer providing services to this organization (Keep responses to 2 to 3 sentences):

## **5. Credentials/Resumes:**

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

In this section, include the following information:

### Part I: Organizational Chart

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

### Part II: Resumes

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

### Part III: Training Certifications

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

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

A summary of the statement of qualifications for each key personnel assigned to the project and/or delivery of services, in the organizational chart, to include the following:

- ❖ General Experience as it relates to the project and/or delivery of services
- ❖ Education as it relates to the project and/or delivery of services
- ❖ Training as it relates to the project and/or delivery of services
- ❖ Credentials as it relates to the project and/or delivery of services

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

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

## **Format Example:**

- ❖ Name Of The Subcontractors and/or Consultant firms:

- ❖ Contact Name:
- ❖ Email Address:
- ❖ Phone Number:
- ❖ What is their relevant experience as it relates to the RFP's scope of work outlined in Exhibit A – Description and Standards of Service (Keep responses to 2 to 3 sentences):

## **6. Project Approach, Work Schedule, Transition Plan and Technology Requirements:**

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

### Part I: Project Approach

- a. Provide a detailed description of the project approach proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- b. Provide a detailed description of the methodology proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- c. Identify the deliverables that will be produced as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- d. Describe the actions that will be performed by your organization in order to comply and meet required benchmarks, performance standards and quality assurance measures **(250 words)**.
- e. Describe your organization's approach and/or methodology that will be used to address obstructions, constraints, or roadblocks that may occur in providing services **(250 words)**.
- f. Describe how your organization's Business and Work Environment will assist with the delivery of services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services **(250 words)**.

### Part II: Work Schedule

- g. Include specific details with regard to a work schedule which contains an aggressive plan describing how your organization will implement the services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services **(250 words)**.

### Part III: Transition Plan

- h. Include specific details with regard to a transition plan (e.g. from an existing provider to new provider) which contains an aggressive schedule that describes how your organization will start up the services as specified in the RFP's scope of work before **July 1, 2026**. **(250 words)**.

### Part IV: Technology Requirements

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

j. Specify all software and computer technology (**if applicable**) that is anticipated to be used in rendering the services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services. If the Proposal includes the purchase of any software by the BHRS, provide a copy of any software license agreements that BHRS would be required to execute (**250 words**).

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

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

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

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

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

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

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

## **8. Insurance:**

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

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

## **9. Additional Information:**

- a. Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.
- b. Include any other information you believe to be pertinent but not required.
- c. Attachments & Appendixes must be a part of the proposal and not sent as separate documents.

## **10. Confidential Information:**

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

**IF CONFIDENTIAL INFORMATION IS SUBMITTED:**

a. ALL CONFIDENTIAL INFORMATION MUST BE STAMPED WITH A “CONFIDENTIAL” WATERMARK AND PLACED IN A SEPARATE TABBED SECTION #9 OF THE RFP MARKED “CONFIDENTIAL”.

b. Any documents labeled “CONFIDENTIAL” shall include the following statement signed and placed on the first page of the CONFIDENTIAL material:

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

By: \_\_\_\_\_ Date: \_\_\_\_\_

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

**Technical Information**

a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;

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

**Financial Information**

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

**Business Development-Related Information**

a. All trade secrets or proprietary information protected as intellectual property that relates to the business of the Vendor and is not generally available to the public, or generally known in the industry;

- b. Customers' identities and requirements, customer lists, suppliers' identities and products, pricing information, product price discount information, manufacturing processes and procedures, new product research, financial information not generally available to the public; and
- c. Any techniques, know how, processes or combinations thereof, or compilations of information, records, and specifications, utilized or owned by the vendor regarding business development, marketing, pricing, business methods, strategies, financial or other analyses, policies or business opportunities.

## **E. Disposition of Proposals and Proprietary Data**

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

Material designated as proprietary or confidential shall accompany the Proposal and each page shall be clearly marked and readily separable from the Proposal in order to facilitate public inspection of the non-confidential portion of the Proposal. Prices, makes, and models or catalog numbers of the items offered, deliverables, and terms of payment shall be publicly available regardless of any designation to the contrary. The County will endeavor to restrict distribution of material designated as confidential or proprietary to only those individuals involved in the review and analysis of the Proposals.

## **F. Post RFP Issuance**

### **1. Questions**

- a. Before pre-proposal meeting: Questions may be submitted by email to: **Francinii Aguirre at [FAguirre@kernbhrs.org](mailto:FAguirre@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 **September 23, 2025 at 10:00 a.m.** The meeting will be held via **Microsoft Teams Meeting**. All interested parties who may have questions or wish to participate in the pre-proposal meeting must email their contact information to [FAguirre@kernbhrs.org](mailto:FAguirre@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:  
**OUTPATIENT SPECIALTY MENTAL HEALTH SERVICES  
FOR ADULTS AND CHILDREN IN METRO BAKERSFIELD**  
1115 Truxtun Ave., 3<sup>rd</sup> Floor  
Bakersfield, CA 93301  
Telephone (661) 868-3000

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

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

**RFP Proposals are not publicly opened.**

### H. Withdrawal and Submission of Modified Proposal

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

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

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

#### **OUTPATIENT SPECIALITY MENTAL HEALTH SERVICES FOR ADULTS AND CHILDREN**

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

The goal of Behavioral Health & Recovery Services (hereinafter “Department” or “County”) is to ensure residents of Kern County with specialty mental health needs have access to the services and resources necessary for their treatment.

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

- A.** Contractor accepts that it is a member of a network of providers of the Behavioral Health & Recovery Services Adult and Children’s Systems of Care; a continuum of care that includes crisis intervention, hospitalization, and outpatient specialty mental health services. Contractor readily accepts and shares the responsibility of providing quality services to all clients.
- B.** Contractor shall ensure the safety of its clients, family members and staff at all times.
- C.** Contractor shall make service accessibility a high priority. Contractor shall ensure that services are accessible and comply with all mandated timeliness requirements. Contractor shall reduce waits and sometimes harmful delays for both those who receive and those who give care.
- D.** Contractor shall deliver services at locations outside of the office, when necessary and clinically appropriate, in order to meet the needs of clients.
- E.** Contractor shall provide services based on scientific knowledge and refraining from providing services to those not likely to benefit (avoiding underuse and misuse, respectively).
- F.** Contractor shall provide equitable services by providing care that does not vary in quality because of personal characteristics such as gender, ethnicity, geographic location, and socioeconomic status.
- G.** Contractor shall aim to increase stability and minimize hospitalizations, out-of-home placements, and placement failures among the clients served by providing community-based, family-oriented, and culturally competent mental health services for children and adolescents to increase their likelihood of remaining in the home, staying in school and being law-abiding citizens.
- H.** Contractor shall ensure provision of transportation services to client’s residence or other location, based on client’s request, upon discharge from inpatient mental health hospitals and other crisis facilities such as the Psychiatric Evaluation Center (PEC)/Crisis Stabilization Units (CSU) and the Crisis Walk-In Clinic (CWIC) by utilizing existing Contractor resources, public transportation, managed care plan transportation support, and other resources.

- I. Contractor shall demonstrate support of Behavioral Health & Recovery Services by sharing information and resources and actively seeking to recruit staff who are bilingual, bi-cultural, and who represent the ethnic and cultural diversity of the community it serves.
- J. Contractor shall strive to collaborate with the school system to educate on recognizing the importance of trauma-informed care, and that the first referral made should be to the GSA provider who is uniquely qualified to provide youth and family a safe and welcoming environment. Contractor shall coordinate service delivery to clients at school campuses, when possible and clinically appropriate.
- K. Contractor shall increase the individual's ability to function in the community, to improve the individual's overall quality of life, and to minimize psychiatric hospitalizations.
- L. Contractor shall adhere to DHCS regulations and County policies and training regarding the use of required assessment and evaluation tools.
- M. Contractor recognizes that within its current caseload are clients who have co-occurring substance use disorders. It is important that these individuals are welcomed into care without experiencing stigma, and that the number of these individuals begins to be more accurately identified so that needs can be more effectively recognized and met within the system as a whole.
- N. Contractor shall strive to participate in local area collaboration efforts and organized collaborative organizations and networks, to raise awareness and educate its partners regarding the scope and breadth of mental health and substance use prevalence in the community it serves.
- O. Contractor programs and activities shall maintain a drug and alcohol-free environment at all times.
- P. Contractor shall collaborate with other programs, including substance use disorders treatment programs, when using multiple social systems and levels of care within a community.
- Q. The family unit is considered an integral piece of the treatment program for a person experiencing mental health and substance use disorders. Treatment interventions must at all times consider issues of family dynamics and relationships, including the possible presence of co-occurring mental health disorders in the family. Contractor shall encourage involvement of family members and support persons in clients' treatment, when possible and clinically appropriate.
- R. Contractor shall ensure that the dignity of all individuals and communities is preserved when working with people of color, underserved or disenfranchised persons.
- S. Contractor shall ensure that all pertinent written, oral and symbolic materials for the individual and family (including, but not limited to, signage, pamphlets, educational brochures, referrals to resources or speakers, audiovisuals and self-help kits) are interpreted in the primary language of, and from the appropriate cultural perspective of, the communities served whenever possible.
- T. Contractor shall continually evaluate the needs of the communities being served and shall endeavor to meet those needs at all times. Further, Contractor shall incorporate the values of the community into its activities, services, and programs.

## **2. CALIFORNIA ADVANCING and INNOVATING MEDI-CAL (CaIAIM)**

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

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

- A. The beneficiary has a condition placing them at high risk for a mental health disorder due to the experience of trauma evidenced by any of the following scoring in the high-risk range under a trauma screening tool approved by the department, involvement in the child welfare system, juvenile justice involvement or experiencing homelessness OR
- B. The beneficiary meets both of the following requirements:
  - 1) The beneficiary has at least one of the following:
    - a) significant impairment
    - b) reasonable probability of significant deterioration in an important area of life functioning
    - c) reasonable probability of not progressing developmentally as appropriate
    - d) need for specialty mental health services, regardless of impairment or the presence of impairment, that are not included within the mental health benefit that a Medi-Cal managed care plan is required to provide AND
  - 2) The beneficiary's condition as described above is due to one of the following:
    - a) diagnosed mental health disorder according to the criteria of the current Diagnosis and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems.
    - b) suspected mental health disorder that has not yet been diagnosed.
    - c) significant trauma placing the beneficiary at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

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

### **3. JUSTICE-INVOLVED REENTRY INITIATIVE**

The Justice-Involved Reentry Initiative allows eligible youth and adults who are incarcerated to enroll in Medi-Cal and receive a targeted set of services in the ninety (90) days before their release. This

initiative aims to ensure continuity of health care coverage and services between the time they are incarcerated and when they are released. It also provides people who are reentering the community with the prescribed medications.

Effective March 1, 2026, and in accordance with Welfare and Institutions Code (WIC) §14184.102, Contractors shall address the unique and considerable health care needs of justice-involved (JI) individuals, improve health outcomes, deliver care more efficiently, and advance health equity across the state. Partners with this initiative will be:

- All California Correctional Facilities
- Kern Medical
- MCP/Enhanced Care Managers

#### A. Eligibility Criteria for Pre-Release Services

Incarcerated individuals must meet the following criteria to receive services:

- 1) Be part of a Medi-Cal or Children's Health Insurance Program (CHIP) Eligibility Group and meet one of the following healthcare need criteria:
  - Mental Illness
  - Substance Use Disorder
  - Chronic Conditions/Significant Clinical Condition
  - Intellectual or Developmental Disability
  - Traumatic Brain Injury
  - HIV/AIDS
  - Pregnant or Postpartum
- 2) All Medi-Cal/CHIP youth are eligible to receive pre-release services and do not need to demonstrate a health care need but must be:
  - Incarcerated at a youth correctional facility
  - Under 21 and incarcerated at an adult jail or
  - Former foster youth under 26 and incarcerated at an adult jail

#### B. Components of Focus for Behavioral Health Teams

- 1) 90 Day Pre-release Services
  - a) BHRS Correctional Behavioral Health (CBH), Crossroads, Juvenile Probation Psychiatric Services (JPPS), and Camp Owens' staff shall provide the majority of these services.
  - b) Contractor shall work with Correctional Behavioral Health, Crossroads, JPPS and Camp Owens teams for engagement while incarcerated.
- 2) Behavioral Health Links
  - a) CBH, Crossroads, JPPS, and Camp Owens shall work with Contractor to coordinate timely, appropriate linkage.

b) Care Coordination Unit (CCU) shall be involved with BH Links for coordination of entry.

3) Justice Reentry and Transition Providers

a) Contractor Staff shall ensure access and linkage for appropriate care within the community (i.e., housing, recovery services, food banks, etc.).

#### 4. POPULATIONS TO BE SERVED

Clients served by this Contractor shall be individuals with serious and persistent mental illness with severe functional impairments, children, adolescents, and young adults up to twenty-one (21) years of age and adults, eighteen (18) years of age and above, with serious emotional disturbances. Many of these individuals may have co-existing problems such as substance use disorders, homelessness or involvement in the criminal justice system and child welfare system.

**A. Children, adolescents and young adults with Medi-Cal** are beneficiaries under twenty-one (21) years of age who meet the diagnosis criteria as contained in CCR Title 9 Section 1830.205. For beneficiaries under twenty-one (21) years of age who are eligible for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) supplemental specialty mental health services and who do not meet the medical necessity requirements of Section 1830.205 (b)(2)-(3), medical necessity criteria for specialty mental health services shall be met when all of the following exist: 1) beneficiary meets the diagnosis criteria (1830.205 (b)(1), 2) the beneficiary has a condition that would not be responsive to physical health care based treatment and 3) requirements of Title 22, Section 51340(e)(3)(A) are met for targeted case management services.

**B. Uninsurable persons** as defined in Welfare and Institutions Code Sections 5600.3, et seq. (Bronzan-McCorquodale Act) who are suffering from a mental illness that is serious, persistent, and causing severe functional impairments.

**C. Adults and Older Adults with Medi-Cal** are beneficiaries who meet the medical necessity criteria contained in the California Code of Regulations (CCR), Title 9 Section 1830.205(b) (1) (A-R), and W&I Code Section 14184.402. As a result of a mental disorder, they have at least one of the following impairments:

1. A significant impairment in an important area of life functioning.
2. A reasonable probability of significant deterioration in an important area of life functioning.
3. A probability that the beneficiary will not progress developmentally as individually appropriate.

The focus of the proposed intervention is to address the condition identified above; the expectation is the proposed intervention will significantly diminish the impairment or prevent significant deterioration in an important area of life functioning and the condition would not be responsive to physical health care-based treatment.

**D. Welfare to Work Participants** are individuals receiving Temporary Assistance for Needy Families (TANF) for self and/or children and identified as having present barriers to employment such as mental health and/or substance use disorders or domestic violence.

- E. **AB 109** are criminal justice involved individuals and may or may not be under the supervision of probation or parole but are suffering from a mental illness that is serious, persistent, and causing severe functional impairments.

## **5. ACCESS TO TREATMENT**

Services to the target population, including all ethnic groups in the Geographic Service Area (GSA), shall be planned and delivered to ensure access.

### **A. Initial Service Information**

1. Contractor shall provide beneficiaries with a copy of the BHRS Beneficiary Handbook when first accessing services and thereafter upon request. In addition, beneficiaries shall be provided a copy of the provider directory and/or information regarding obtaining it electronically.
2. Contractor shall make the BHRS Beneficiary Handbook and the Medi-Cal Provider Directory available in all lobbies in both English and Spanish.
3. Contractor shall make written materials available in easily understood language in both English and Spanish, twelve (12) and eighteen (18) point font, and in paper and electronic formats to beneficiaries with special needs; for example, visual disability or limited reading proficiency.
4. Contractor shall inform beneficiaries that information is available in alternative formats and how to access those formats.
5. Contractor shall provide the most recent Early and Periodic, Screening, Diagnosis and Treatment (EPSDT) and Therapeutic Behavioral Services (TBS) brochures at discharge from hospital to all Medi-Cal eligible youth and their caretaker as well as young adults.

### **B. Timeliness of Access to Treatment**

1. Contractor shall track all clients' initial request for services, follow-up services, and initial psychiatry services as outlined in BHRS Policy 5.1.12, *Timeliness of Access to Services*, using the current Tracking Log Application/Timeliness Record BHRS has available. Contractor shall establish and maintain quality assurance procedures to verify the accurate collection and entry of all required data points.
2. Contractor shall ensure to meet all applicable timeliness standards outlined in BHRS Policy 5.1.12, *Timeliness of Access to Services*. If unable to provide services within the required timeframe or time and distance standards, contractor will provide a referral for the beneficiary to receive the service(s) from an out of network provider at no cost to them.
3. Contractor shall demonstrate access to youth in crisis with the understanding that the first line of intervention for crisis should not be a referral to the Psychiatric Evaluation Center (PEC) understanding that provider should evaluate urgent needs and make referral to PEC only when clinically necessary.
4. Contractor shall ensure 24/7 access to urgent and emergency services by:

- a. posting emergency telephone numbers in English and Spanish (and in any other languages that may be appropriate for the communities served) at the entrance(s) commonly used by client and that includes the contractor's own crisis number, and;
  - b. telephonic messages, in both English and Spanish, for after hours, weekend, and holiday coverage.
5. Contractor shall provide a minimum of one (1) face to face mental health service within seven (7) calendar days of hospital release.
  6. Contractor shall ensure that youth receive a psychiatric evaluation within fifteen (15) business days of the initial request for psychiatric service.
  7. Contractor shall provide services outside of traditional business hours of Monday through Friday, 8:00 a.m. to 5:00 p.m., which shall be accommodated by:
    - a. ensuring service hours outside of traditional hours, including early morning, evening and anytime during the weekend, are made available to consumers; and
    - b. posting hours of operation which clearly reflect all service hour availability outside of traditional business hours.
    - c. ensuring these hours are updated in the NACT application for each site.
  8. Contractor shall designate weekly hours for walk-in assessments. The number of hours shall be appropriate according to the needs of clients in the geographic service area.

### **C. No Shows**

1. All no show appointments shall be accurately documented in the medical record by appropriately changing the Status of service to "No Show" in the progress note.
2. Contractor shall meet the Department's No Show standards:
  - a. No Shows for Psychiatric appointments shall not exceed eighteen percent (18%) of all psychiatric services.
  - b. No Shows for other direct service providers shall not exceed fifteen percent (15%) of all direct services.
3. Contractor shall be expected to monitor no show rates per clinic utilizing the methodology described in the BHRS Data Governance Dictionary.

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

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

2. When the contractor has determined the client does not meet medical necessity criteria for specialty mental health services, the beneficiary has the right to request a second opinion at no charge.
3. These requests may be submitted in person, via telephone, or in writing by the beneficiary or legal guardian.
4. Contractor will ensure the “*BHRS Change of Provider/Second Opinion Request*” form is available in all lobbies in both English and Spanish.

## 6. SERVICES

Contractor shall provide community-based, family-oriented and culturally competent outpatient specialty mental health services to children, adolescents, adults, and older adults to promote recovery.

**A. Specialty Mental Health Services** refers to mental health services (e.g. assessment, individual, group or family therapy, rehabilitation) medication support services; crisis intervention; targeted case management; psychiatrist services; and psychological services. Service delivery may occur in the office or field based on the needs of the client and/or family.

**B. Criteria for Early and Periodic Screening, Diagnosis and Treatment (EPSDT) Supplemental Specialty Mental Health Services** for full-scope Medi-Cal beneficiaries under twenty-one (21) years of age:

1. Must have a covered diagnosis or suspected mental health diagnosis not yet diagnosed
2. The intervention addresses symptoms associated with the diagnosis and will do one of the following:
  - a. significantly diminish the impairment;
  - b. prevent significant deterioration in an important area of life functioning;
  - c. allow the beneficiary to progress developmentally as individually appropriate;
  - d. correct or ameliorate the mental health condition or diagnosis

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

1. TBS shall be considered for youth who are placed in or are being considered for placement in a Short-Term Residential Treatment Program (STRTP) or an RCL 12 or higher group home or have received hospitalization in the past twenty-four (24) months or are being considered for psychiatric hospitalization.

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

**D. Intensified Services** are services to beneficiaries at risk of hospitalization, placement change, incarceration or crisis. The goal is to reduce the level of impairment in their daily functioning and reduce the need for emergency services. These services are typically home-based. For adults, services are typically delivered with increased frequency utilizing community resources such as substance use treatment, employment and housing services. For children and adolescents, this includes assisting families with providing supportive services, increasing mental health and substance use services and providing TBS. Behavior shaping and redirection are two (2) essential components of service delivery.

**E. Intensive Care Coordination (ICC)** is an entitlement service available to all full-scope Medi-Cal beneficiaries under twenty-one (21) years of age who meet the requirements. While ICC key service components are very similar to Targeted Case Management (TCM), ICC services must fully integrate a Child and Family Team (CFT) into the process and typically requires more frequent and active participation by an ICC coordinator to ensure the needs of the beneficiary are appropriately and effectively met.

**F. Intensive Home-Based Services (IHBS)** are services offered to beneficiaries who are full-scope Medi-Cal beneficiaries under twenty-one (21) years of age. IHBS are intensive, individualized and strength-based, needs-driven, home-based intervention activities that support the engagement and participation of the beneficiary and his/her significant support persons and to help the beneficiary develop skills and achieve the goals and objectives of their plan.

## **G. Clinical Practice Guidelines**

Contractor agrees to implement and adhere to all applicable clinical practice guidelines issued by the Department, the State or other regulatory authority. Contractor shall ensure that all mental health services delivered are evidence based, clinically appropriate and aligned with the most current professional standards. Treatment practices must reflect high quality care and remain consistent with county, state and federal standards for outpatient specialty mental health treatment. Treatment practices and compliance efforts are subject to review and quality assurance activities.

## **H. Language and Cultural Competence**

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

**I. Zero Suicide Protocol** – Contractor is required to participate in the BHRS systemwide suicide prevention initiative. This participation includes but is not limited to mandatory screening of clients at all contacts (unless less frequent screenings are indicated) assessing, and treating individuals identified as at risk according to the Zero Suicide Protocol as outlined in Policy 5.1.32, Zero Suicide Protocol for Suicide Safe Care.

## **J. Identification and Referral for Substance Use Disorder (SUD) Needs**

### **1. SUD Screening and Referral Requirement**

Contractor shall ensure that all individuals receiving mental health services are screened for Substance Use Disorder (SUD) needs and referred to appropriate services when indicated. Specifically, Contractor agrees to the following:

#### **1. Screening and Identification**

Contractor shall implement routine, evidence-based screening procedures to identify potential SUD concerns among clients receiving MH services. Screening must be conducted at intake and reassessed periodically as clinically appropriate.

#### **2. Referral for Appropriate Services**

When SUD needs are identified, Contractor shall:

- Clearly document the findings in the client’s electronic health record;
- Inform the client of the identified need;
- Refer the client to appropriate SUD treatment providers or programs based on clinical need, severity, and client preference;
- Coordinate with the receiving provider to ensure continuity of care and follow-up.

#### **3. Collaboration and Coordination**

Contractor shall maintain collaborative relationships with local SUD treatment providers and ensure timely and supported referrals. When possible and appropriate, Contractor shall engage in care coordination, including:

- Warm hand-offs;
- Information sharing (with consent);
- Joint care planning and communication.

#### **4. Training and Staff Competency**

Contractor shall ensure that all clinical staff are appropriately trained in the following areas:

- Identification and assessment of substance use disorders;
- Provision of treatment for individuals with co-occurring mental health and substance use disorders; and
- Making effective referrals for SUD treatment, including demonstrated knowledge of local treatment resources and referral pathways.

#### **5. Documentation and Monitoring**

Contractor shall maintain documentation of all SUD screenings, identified needs, referrals made, and follow-up actions taken.

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

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

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

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

1. Complete the supporting documentation
2. Complete the Service Request Form
  - a. Emergent Requests – MUST meet one of the following criteria:
    - 1) Hospitalized within the last fourteen (14) days
    - 2) Released from jail/prison within the last fourteen (14) days
    - 3) Out of medication
    - 4) PEC/CWIC visit within the last seven (7) days
    - 5) Suspended/Expelled from school within the last seven (7) days
  - b. Urgent Requests – If a request does not meet one of the above criteria, then it is urgent.
3. Email form(s) to [authorizations\\_outpatient@kernbhrs.org](mailto:authorizations_outpatient@kernbhrs.org):
  - a. Subject line of the email should read 'Service Request'; do not include any PHI
  - b. Naming of Service Request Form should be the client's name
  - c. Include the client's name and date of birth in the body of the email
4. The Authorizations Team will respond with a decision within seventy-two (72) business hours/three (3) days. There are three (3) possible decisions:
  - a. Service Request Decision – Approved. The form will include:
    - 1) Type of request approved (TBS, IHBS)
    - 2) Any limitations to services (e.g., how many hours per week services can be provided)
    - 3) Expiration date of request

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

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

- 1) Reason the authorization staff does not have sufficient information to make a decision (i.e., no corresponding supporting documentation, corresponding supporting documentation does not indicate need for specialized services, other reasons)

After the identified issue has been corrected/addressed, a new request must be submitted.

c. Service Request Decision – Denied

- 1) Service request is denied and/or being modified

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

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

## **8. DOCUMENTATION STANDARDS**

The documentation standards for beneficiary care are minimum standards to support claims for the delivery of specialty mental health services. All standards shall be addressed in the beneficiary record, as follows:

**A. Assessment** shall include the following seven (7) domains. Providers shall document the domains in the SMHS assessment and keep the assessment in the beneficiary's medical record.

1. Domain 1: Presenting Problem, Current Mental Status, History of Presenting Problem(s), Beneficiary- Identified Impairment(s). The beneficiary's chief complaint, history of presenting problem(s), including current level of functioning; If possible, include information from other sources of clinical data, such as previous mental health records, and relevant psychological testing or consultation reports. Current MSE.
2. Domain 2: Trauma. History of trauma experience, witness or been exposed to that is currently or has impacted the beneficiary and need to be addressed in treatment. If any trauma scales are used, scores or clinical data can be documented here.
3. Domain 3: Behavioral Health History, Co-occurring Substance Use. Previous treatment, including with other providers; therapeutic modality (e.g., medications, psychosocial treatments) and response; and inpatient admissions. Relevant family history and current family information. Past and present use of tobacco, alcohol, caffeine, CAM (complementary and alternative medications) and over-the-counter drugs, and illicit drugs.
4. Domain 4: Medical History, Current Medication, Co-occurring Conditions (other than substance use). Relevant physical health condition(s) reported by the beneficiary or a significant support person. Include name and address of current source of medical treatment. If possible, include other medical information from medical records or relevant consultation reports. Information

about medication the beneficiary has received, or is receiving, to treat mental health and medical conditions, including duration of medical treatment. The assessment shall include documentation of the absence or presence of allergies or adverse reactions to medication, and documentation of an informed consent for medication.

5. Domain 5: Social and Life Circumstances, Culture/Religion/Spirituality. Aspects that affect the beneficiary's physical health and mental health; including, as applicable, living situation, daily activities, social support, cultural and linguistic factors.
6. Domain 6: Strengths, Risk Behaviors, and Protective Factors. Documentation of the beneficiary's strengths in achieving treatment goals. Situations that present a risk to the beneficiary and/or others, including past or present trauma; Documentation of protective factors.
7. Domain 7: Clinical Summary and Recommendations, Diagnostic Impression, Medical Necessity Determination/Level of Care/Access Criteria. Documentation if client meets criteria for services, the complete diagnosis from the most current Diagnostic and Statistical Manual of Mental Disorders (DSM), or a diagnosis code from the most current International Classification of Diseases (ICD) shall be documented, consistent with the presenting problems, history, mental status examination and/or other clinical data; and additional clarifying formulation information, as needed. Clinician needs to document the appropriate level of care, recommended treatment and clinical interpretation of evaluation.

Assessment form must evaluate and document all seven (7) domains. Providers must utilize the current form in the BHRS electronic health record (EHR).

**B. Informed Consents** are required to be signed by the client, or parent or legal guardian if a minor, and contained in the medical record, and; consist of:

1. Consent to Treat
2. Consent for Telehealth
3. Consent to Release/Exchange Information
  - a. Contractor shall adhere to Exhibit A – 1: Decision Tree for Consent to Treat/Authorization to Release Information re: Mental Health Services for Children in Out of Home Care.
4. Consent for Text Communication (for automated appointment reminders only)
5. Coordinated Care Consent
6. Consent to Medications
  - a. Contractor shall require providers to obtain and retain a written medication consent form signed by the parent or legal guardian agreeing to the administration of psychiatric medication. This documentation shall include, but not limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary.

- b. For Wards and Dependents of the court, contractor Intensive Care Coordinator shall require providers to work with Probation and/or DHS to obtain a JV 220 – Application for Psychotropic Medication and a JV 223 court order and retain a written medication consent form signed by the client and doctor agreeing to the administration of psychiatric medication. This documentation shall include, but not be limited to, the reasons for taking such medications; reasonable alternative treatments available, if any; the type, range of frequency and amount, method (oral or injection), and duration of taking the medication; probable side effects; possible additional side effects which may occur to beneficiaries taking such medication beyond three (3) months; and that the consent, once given, may be withdrawn at any time by the beneficiary. See Policy 5.2.1 attachment for initial and renewal of JV 220/223.
- c. Although caretaker or social worker may not authorize consent for medication, doctors will document in the BHRS EHR that psychoeducation regarding prescribed medications and possible side effects was delivered to the caretaker and/or social worker.

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

1. Timely documentation of relevant aspects of client care, including documentation of client’s problem list;
2. Documentation of relevant clinical decisions, when decisions are made, alternative approaches for future interventions;
3. Interventions applied, client’s participation in the interventions and location of the interventions;
4. Documentation of referrals to community resources and other agencies, when applicable;
5. Documentation of follow-up care
6. The date the services were provided to the client;
7. The duration of the service, including travel and documentation time;
8. Current Procedural Terminology (CPT) or HealthCare Common Procedure Coding System (HCPCS) Code and ICD 10 code.
9. A type or legibly printed name, signature (or electronic equivalent) of the person providing the service, the person’s type of professional degree, licensure or job title; and date of signature.

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

1. Per State instructions, providers shall complete CANS-IP and PSC-35 at intake, every six (6) months, and upon discharge.
  - a. CANS-IP shall be administered within the timeframes indicated for all youth starting at age six (6) through age twenty (20).

- b. PSC-35 shall be administered within the timeframes indicated for all youth starting at age three (3) through age eighteen (18) [until the client turns nineteen (19)].
- c. CANS-IP and PSC-35 reassessments should be completed anytime between four (4) and six (6) months and should not be completed earlier than four (4) months or later than six (6) months from the date the previous CANS-IP and/or PSC-35 was completed.
- d. A plan of correction may be required for any assignment in which the CANS-IP and/or PSC-35 reassessments were not completed within the six (6) month mark.
- e. Any client assignment in which the CANS-IP and/or PSC-35 reassessments were not completed within the required timeframe will require completion of an Administrative Close CANS and/or PSC-35 assessment.
  - In the event treatment is continuing, a new Initial CANS-IP and/or PSC-35 shall be completed the following day.
- f. In accordance with the integrated practice model and under Information Notice (IN) 18-029, Provider shall share CANS-IP assessments for foster youth with child's social worker and Probation officer to be utilized in the CFTM for cross system coordination that supports each family's needs.
  - In addition to sharing with social worker and Probation officer, CANS-IP assessments shall be emailed to Placing agency drop box:  
Department of Human Services Foster Youth: [CANSassessments@kerndhs.com](mailto:CANSassessments@kerndhs.com)  
Probation Foster Youth: [CANS@kernprobation.org](mailto:CANS@kernprobation.org)
  - Contractor shall ensure that any Substance Use Disorder (SUD) items referenced in CANS-IP are redacted prior to sharing of CANS-IP, unless there is a specific court order allowing for the release of substance use information.
  - As clinically appropriate, Contractor may share SUD-specific information upon obtaining the necessary authorization/court order.

**E. Electronic Signature Pads** shall be made available to clients for all required signatures.

## **9. DOCUMENTATION AND THE ELECTRONIC MEDICAL HEALTH RECORD**

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

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

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

## **A. Technology Requirements**

Contractor shall participate in Information Technology System (ITS), including, but not limited to, the BHRS electronic health record. Contractor shall report to County, all programs, clients, staff and other data and information about Contractor's services as required by Director, or Director's designee. Information to be entered into the BHRS electronic health record shall include, but is not limited to: Client Index Card, Client Assignment, Demographic Information, Uniform Method of Determining Ability to Pay (UMDAP) / Financial Review, Third-Party Insurance, Diagnostic Review, Consent to Treat, Release of Information Authorizations. Psychiatric Evaluations and Psychiatric Visits are to be entered into the BHRS electronic health record for mental health treatment services. Medications are to be prescribed via E-Prescribe function within the BHRS electronic health record, for both controlled and non-controlled substances. Client data should only be entered into the BHRS electronic health record if the client has requested services.

## **B. Direct Data Entry**

Contractor shall enter service-related information directly into the BHRS electronic health record. Such information shall include but is not limited to Procedure Code, duration, place of service, etc. For those services requiring a Progress Note, the service is entered as part of the note. For other services (e.g., bed days or dosing), the services are entered directly into screen(s) specific to the type of service provided. Contractor shall enter any billing services, which are not part of the entry of clinical documentation, into the BHRS electronic health record on an average of less than five (5) days from the date the service was provided.

## **C. Frequency of Documentation**

Progress notes shall be documented in the BHRS EHR for each service provided. Additionally, all entries in the beneficiary record shall include:

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

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

Contractor is responsible for compliance with medical record standards as defined by County and DHCS. All routine services will be completed in the BHRS EHR within three (3) business days from the day of services; all crisis services will be completed in the BHRS EHR within one (1) calendar day from the time of service as per DHCS BHIN 23-068. In addition, all clinical service documentation shall be

completed and entered into the BHRS EHR in a timely manner from the date of service in accordance with BHRS Policy 5.1.21, Progress Note Documentation Standards.

1. A minimum of seventy-five percent (75%) of progress notes will be complete in the BHRS EHR within three (3) business days of service delivery.
2. A minimum of one hundred percent (100%) of crisis service progress notes will be complete in the BHRS EHR within twenty-four (24) hours of service delivery.
3. Documentation later than three hundred sixty-five (365) days shall be permanently suspended or remove from billing.
  - a. Contractor may be required to provide a plan of correction for each Timeliness of Documentation Review issued by QID.
  - b. Contractor shall be required to complete the action steps defined in the prescribed corrective action plan within fourteen (14) days of receipt.

#### **E. Completeness of the Documentation**

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

1. Telephone number(s)
2. Address
3. Designated 'Assigned Staff.'
4. Financial data updated on a monthly basis including Medi-Cal eligibility, other health insurance coverage, etc.

#### **F. Tele-Health Services**

For the purposes of this agreement, Tele-health shall be defined as not a distinctive service, but an allowable mechanism to provide clinical services. The location of the provider while providing the service via tele-health is not restricted to a Medi-Cal certified location. Tele-health services can be provided from any location in the community and the beneficiary can receive the service while in their home or other location.

#### **G. Tele-Health Equipment**

Contractor agrees the tele-health equipment (also known as "tele-psychiatry equipment") is on loan to Contractor, and Contractor retains no rights of title or ownership pursuant to the agreement. The equipment is provided "as is" and contractor shall maintain the equipment in good working condition at all times. Contractor shall release equipment to County immediately upon demand and shall provide County the access to equipment upon request. Contractor shall not loan equipment to any third party for any purpose. Technical and maintenance support shall be provided by the Department's Help Desk.

Contractor shall not move or relocate equipment without prior approval from County. County assumes all risks of loss or damage during shipping or; if caused by County during installation process. After

installation, Contractor agrees to assume all risks of loss or damage to equipment furnished under this agreement.

## **10. SITES**

- A.** Contractor shall have a full-service site(s) centrally located and easily accessible within the GSA assigned by this agreement to meet the needs of the area population.
- B.** The site must be appropriate in size and configuration to provide sufficient space for staff and records to ensure compliance with all applicable federal and state privacy and security laws and regulations. Upon approval by County, additional sites may be added for remote locations in the GSA.
- C.** All locations must be certified by the Department to deliver Specialty Mental Health Services.
- D.** The contractor shall possess the necessary license to operate, if applicable, and any required certification.
- E.** The space owned, leased or operated by the contractor and used for services or staff shall meet local fire codes.
- F.** The physical plant of any site owned, leased, or operated by contractor and used for services or staff shall be clean, sanitary, and in good repair.

## **11. NETWORK ADEQUACY**

Contractor shall comply with DHCS Network Adequacy requirements with regard to staff availability and discipline in accordance with BHRS Policy 11.1.3 *Network Adequacy Monitoring*.

Contractor shall designate a NACT Coordinator responsible for ensuring that staff availability and discipline information are regularly and accurately updated within the Network Adequacy web application.

Contractor will ensure Psychiatric services are staffed to meet Network Adequacy Plan standards based on share of population served. Any changes in staffing will be reported in writing, within 5 business days, to BHRS Administrator. Any shortages in staffing to these Plan standards can result in monetary sanctions.

Psychiatric staffing can only include Psychiatric Nurse Practitioner (Psych NP), Doctor of Medicine (MD), and Doctor of Osteopathic Medicine (DO).

## **12. STAFFING**

- A.** The contractor's head of service, for each site/satellite, as defined by CCR Title 9 Section 622 through 630, must be a licensed mental health professional.
- B.** Contractor shall only use licensed, registered, or waived providers acting within their scope of practice for services which require a license, waiver, or registration consistent with WIC Section 5751.2 and CCR Title 9 Section 1840.314(d).

- C. Contractor shall have sufficient staff to claim Federal Financial Participation (FFP) for the services delivered to Medi-Cal beneficiaries as described in CCR Title 9 Section 1840.344 through 1840.358 as appropriate and applicable.
- D. Contractor shall have written procedures for referring individuals to a psychiatrist when necessary or to a physician, if a psychiatrist is not available.
- E. The contractor shall demonstrate that its providers are credentialed as required by 42 C.F.R., 438.214.
- F. Contractor shall submit proof of licensing for current staff as required by County.
- G. Contractor shall ensure that all peer staff working in the job category of Peer Support Specialist or equivalent, who provide Medi-Cal billable Peer Support Services, shall:
  - Achieve California Statewide Certification as Peer Support Specialists within twelve (12) months of the launch of the statewide program; and/or within nine (9) months of their hire date, whichever is sooner;
  - Maintain certification as required by the California Statewide Medi-Cal Peer Support Specialist Training and Certification Program.

In addition, Contractor shall comply with all DHCS requirements for Medi-Cal Certified Peer Support Specialists, including but not limited to appropriate supervision, approved training for supervisors, etc.

- H. For child and adolescent clients, contractor shall ensure all staff providing services on school campuses have been fingerprinted and have a satisfactory completion of a criminal history background check through the Department of Justice.
  1. For staff providing services on Bakersfield City School District (BCSD) campuses, in addition to DOJ clearance, contractor shall ensure that all staff have been fingerprinted and have a satisfactory completion of a criminal history background check through the Federal Bureau of Investigation (FBI). Additionally, all staff requesting access to BCSD campuses must have received Tuberculosis (TB) clearance within one (1) year prior of requesting access, and annually thereafter. Contractor shall provide written affirmation of all appropriate clearances for their employees for each access to BCSD campus request submitted to BHRS. Contractor shall also submit an affirmation of clearances upon request from County.
  2. In order for staff to provide services on Kern High School District (KHSD) campuses, Contractor shall comply with the following pre-service screening standards, with KHSD covering the associated costs for DOJ/FBI fingerprinting for Contractor staff. To initiate the screening process, Contractor shall email agency name, staff name, and staff email address to the CSOC Administration Team.
    - a. Human Resources Packet
      - Staff will complete the KHSD Human Resources Packet at the KHSD Human Resources Office
      - Staff will bring their state issued ID/Driver's License AND Social Security Card
    - b. DOJ/FBI Clearance:

- Staff will complete the fingerprinting requirement for DOJ and FBI clearance with KHSD
- KHSD will cover all costs associated with the fingerprinting process, including:
  - DOJ Fee
  - FBI Fee
  - Fingerprinting/Rolling Fee
- “Rolling” of Fingerprints will be completed at the KHSD District Office

c. TB Screening:

- In accordance with BHRS Policy 6.1.3 *Tuberculosis Screening and Management of Employee Occupational Exposures to Tuberculosis* all contractors are provided a TB screening in compliance with OSHA Standards and CDC Guidance upon hire and subsequently on an annual basis.
- KHSD is in receipt of the policy and understands and accepts that Contractor is mandated to be in compliance and has a strict internal tracking process in place to ensure adherence to the policy.

3. All Mandatory KHSD Compliance Trainings – Annually

- a. All mandatory KHSD Compliance Trainings will be completed annually at the start of the academic year (July 1-June 30). All trainings will be counted for the year in which they are completed. It is recommended staff complete trainings in July or August.
- b. Employees will initially be provided with the list of annual trainings and directions for completion with their KHSD Human Resources Packet.
- c. Employees will include a transcript of completed BHRS trainings with their KHSD Human Resources Packet.
- d. In order to prevent duplication of effort, Contractor shall complete only the KHSD trainings that are not currently provided by BHRS.
- e. Update requirements and reminders for staff to complete these trainings will be provided to contracted staff at the start of each academic year.
- f. There is NO COST to complete these trainings.

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

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

- A.** Contractor shall complete and maintain the Client Financial Review form for all persons served.
- B.** Contractor shall follow Department’s policies and procedures relating to the transfer of a client to another GSA treatment provider within Kern County. This includes maintaining service responsibility for a client until such time as the individual is successfully linked with a new treatment provider.
- C.** Contractor shall close charts for clients not seen for an appointment in ninety (90) days or the individual shall be re-engaged in services, whichever is appropriate.
- D.** Contractor shall close charts within ten (10) days of a client’s last planned service or verification of a transfer of care.

- E. Contractor shall ensure continuity and coordination of care with physical health care providers and coordinate with providers when beneficiaries no longer meet medical necessity criteria for specialty mental health services.
- F. Contractor shall work with Kern County Department of Human Services (DHS) within the first thirty (30) days of service provision when a beneficiary is not a resident of Kern County to change the county of residence.
- G. Contractor staff shall sign an oath of confidentiality and code of ethics and make available to County when requested.
- H. Contractor shall participate in evaluation projects when requested by County.
- I. County shall provide contractor with access to all applicable policies and procedures through the Intranet site known as SharePoint. Contractor will be expected to review SharePoint on a regular basis.
- J. Contractor shall report a death or serious incident involving a beneficiary to the designated BHRS Administrator via the Unusual Occurrence Report App immediately after the incident. The contractor's Morbidity/Mortality (M/M) Committee shall submit a completed report to the BHRS Administrator within one (1) month of the incident.
- K. Contractor shall participate in "service verification" protocols as defined by County.
- L. Contractor shall provide an EPSDT brochure to all Medi-Cal beneficiaries under twenty-one (21) years of age, and their caretaker in the following circumstances:
  1. When providing a welcoming packet at initial contact;
  2. When youth are at risk of losing placement or at risk of hospitalization;
  3. When youth are at risk of a change in placement, or at time of placement in a STRTP; and
  4. Upon discharge from hospitalization.

#### **14. PERFORMANCE STANDARDS**

County has established measures to monitor clinical performance. The methodology for each measure is memorialized in the BHRS Data Governance Dictionary and the standards are monitored regularly by County. When Contractor fails to meet a performance standard, Contractor will immediately implement a planned and documented improvement effort. The effectiveness of the improvement effort will be evaluated using the data. Ineffective improvement efforts will be terminated; effective improvement efforts will be monitored for continued implementation.

#### **ADULT, CHILD AND ADOLESCENT STANDARDS**

- A. A minimum of twenty percent (20%) of all services shall be delivered in person, outside the clinic;
- B. Client Satisfaction. Contractor clients shall be asked to participate in Consumer Perception Surveys. The goal shall be to receive a satisfaction rating of at least eighty-five percent (85%).

1. Client satisfaction shall be measured according to the methodologies documented in the BHRS "Data Governance Dictionary."
  2. For any clinic not meeting the eighty-five percent (85%) satisfaction rating standard, Contractor shall be required to submit a report to the BHRS Administrator, detailing possible barriers to client satisfaction and the improvements that can be made to ensure client satisfaction.
- C.** Contractor shall make diligent efforts to achieve the Department Key Performance Indicator standards established pursuant to DHCS requirements. In instances where standards are not met, Contractor shall identify factors contributing to non-compliance and implement corrective actions to ensure alignment with the required standards.

### **CHILD AND ADOLESCENT STANDARDS**

- A.** A minimum of fifteen percent (15%) of school services shall be delivered during the 2nd through 4th quarters; eight percent (8%) during the 1st quarter;
- B.** A minimum of five percent (5%) of all Medi-Cal beneficiaries shall receive ICC.
1. In addition to foster youth, provider shall strive to provide ICC to non-placement youth with other child serving agencies (e.g. schools, Kern Regional Center, non-foster juvenile justice youth) and shall provide a quarterly report identifying those non-dependent youth that received an ICC during the quarter.
- C.** A minimum of three percent (3%) of unique Medi-Cal beneficiaries shall receive IHBS.
1. IHBS are meant to be an intensive service for all youth that are eligible for this service and generally should be provided more than one (1) time per week.
  2. Subclass and Target Population youth that receive IHBS are expected to receive the service no less than one (1) time per week at onset and provider shall demonstrate engagement efforts, documented in the BHRS EHR to retain youth in consistent IHBS.
  3. All engagement efforts are to be documented in the BHRS EHR.
- D.** A minimum of four percent (4%) of unique Medi-Cal beneficiaries shall receive TBS;
- E.** Additional Pathways to Well-Being (Katie A) service delivery standards:
1. All referrals of Subclass members received through the Special Multi-disciplinary Agency and Referral Team (SMART), and determined to meet medical necessity, shall receive an ICC service within thirty (30) days.
  2. All Subclass eligible youth shall be opened to the Katie A. - ICC/IHBS Special Population Type in the BHRS EHR on the date the SMART committee reviews and approves the referral and prior to receiving ICC or IHBS.
  3. All Subclass youth shall receive an ICC service no less than one (1) time every ninety (90) days.
    - a. Provider shall be expected to submit a Quarterly ICC self-report, using County template, within fifteen (15) days following the end of the quarter.

- b. The report shall include all required elements in order to assist BHRS Administrator or designee in determining whether the ICC standards (initial and quarterly) were met.
  - c. All no shows, cancelations, and engagement attempts to schedule the ICC shall be documented in the BHRS EHR.
4. Contractor is expected to meet department standard for providing IHBS, which is currently set at a minimum of thirty-five percent (35%) for Subclass members.
  5. For all youth opened to the Katie A. - ICC/IHBS Special Population Type in the BHRS EHR, contractor shall ensure client is closed to this Special Population Type concurrent with assignment close date, or when it is identified that youth no longer meet criteria as a Subclass member.
  6. All Target Population youth shall be opened to the ICC/IHBS Special Population Type in the BHRS EHR prior to receiving ICC or IHBS.

### **DHCS PERFORMANCE MEASURES**

- A.** Contractor shall comply with DHCS Quality Measures and Performance Improvement Requirements in accordance with BHIN 24-004.
- B.** To ensure continued availability of behavioral health services to Kern County residents and fiscal stability of the behavioral health system of care, Contractor shall comply with DHCS regulations with regard to contractual obligations and meeting/exceeding minimum performance levels for behavioral health quality measures, per BHIN 22-045 and 24-044.

### **15. UTILIZATION MANAGEMENT MEASURES**

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

- A. Penetration.** On a regular basis, efforts shall be made by Contractor to: inform communities regarding available mental health services; create new community partnerships; and promote client/family engagement.
- B. Medication Monitoring.** Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.
- C. Medication Registration.** Contractor shall ensure prescribers are certified in the Clozapine Risk Evaluation and Mitigation Strategy (REMS) system.

### **16. REQUIRED MEETINGS AND TRAINING**

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

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

- B. Quarterly Quality Improvement Division (QQID) meeting convened by the Department's Quality Improvement Division.
- C. Provider Meetings convened by the assigned System of Care Administrator.
- D. Children's Treatment & Recovery meeting convened by the assigned System of Care Administrator.
- E. Adult's Treatment & Recovery meeting convened by the assigned System of Care Administrator.
- F. Interdisciplinary Team (IDT) meetings for the continuum of care of beneficiaries that are hospitalized.
- G. Daily Treatment Focus (DTF) meeting(s) when beneficiaries are hospitalized to participate in care and/or discharge planning.
- H. Children's Collaborative meeting convened by the Crisis System of Care Administrator.
- I. BHSA meeting(s) convened by the BHSA Coordination team and assigned by the Administrator.
- J. Eighty-five percent (85%) of contractor staff will complete the minimum number of six (6) hours of required annual Cultural Competence training.
- K. BHSA Stakeholder Meetings: Per the Behavioral Health Services Act (BHSA), Section 5848 (a), each Integrated Plan and expenditure plan and update shall be developed with local stakeholders. As a result, if requested, contracted agencies providing BHSA services to children, transitional age youth, adults and older adults should provide a space (in-person or virtual) or forum and attendees to provide BHSA Community Stakeholder feedback, which is a requirement of the Behavioral Health Services Act. The BHSA Coordinator will work with staff to determine the scheduling of Stakeholder meeting(s). Failure to comply with this requirement may lead to the termination of the Agreement.

## **17. PATHWAYS TO WELL BEING**

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

While the Katie A. settlement only concerned children and youth in foster care, or at imminent risk of placement in foster care, membership in the Katie A. subclass is no longer a requirement for receiving medically necessary ICC, IHBS, and TFC (DHCS MHSUDS Information Notice No: 16-004). ICC and IHBS must be provided to all children and youth who meet medical necessity criteria. The MHP has an affirmative responsibility to determine if children and youth who meet medical necessity criteria need ICC and IHBS. (Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home-Based Services (IHBS), and Therapeutic Foster Care (TFC) Services for Medi-Cal Beneficiaries (3rd ed., Jan. 2018), p. 9.)

**A. Screening Procedure for ICC, IHBS, and TFC Eligibility**

1. Provider shall be responsible for screening for Pathway services in the BHRS EHR.
2. Screenings for Pathways to Well Being shall mirror the timelines of Child and Adolescent Needs and Strengths Integrated Practice, (CANS-IP) and Pediatric Symptom Checklist-35, (PSC-35) and shall be completed for all children at intake, every six (6) months, and/or when a trigger event has occurred.
3. Upon child meeting criteria, the GSA Intensive Care Coordinator shall work with the CFT to coordinate needed services that may include, but not be limited to, TBS as well as Pathway services (ICC, IHBS, or step-down to TFC services).

**18. CONTINUUM OF CARE REFORM STANDARDS**

The Continuum of Care Reform (CCR) expands services to all foster youth making services more accessible by integrating those services into their living environment and tailored to meet the needs of each youth. To facilitate the implementation of CCR, contractor shall be expected to meet the following standards:

- A.** Increase the number of services provided in foster homes.
- B.** Reach thirty-nine percent (39%) penetration rate for foster youth placed within GSA boundaries, as reflected in Foster Care Dashboard.
- C.** In order to work toward increasing the retention rate standard to five (5) or more services, provider shall ensure that no foster youth that is open for services goes without a service in any given month.
- D.** Coordinate with the appropriate placement agency, Department of Human Services (DHS) or Kern County Probation (KCPD) for the provision of Child and Family Team (CFT) meetings for all foster youth being served by both agencies and, as clinically appropriate, work to identify long term care placement at onset of service and engage in treatment.
1. Additionally, for youth placed in STRTP, collaboration shall include STRTP provider, child's family or caretaker which they will be transitioned to, and any other natural supports of family.
- E.** For all foster youth referrals received, including transfers, shall ensure timeliness of services by:
1. Upon receipt of referral or transfer packet contractor shall initiate contact with client/family within one (1) business day and document the outcome of contact in the EMR (e.g. scheduled appointment).
  2. If unable to reach family within twenty-four (24) hours, efforts shall continue daily for up to two (2) business days at which point if still unsuccessful, contractor shall contact social worker for assistance. If contact with social worker is unable to be made within two (2) business days, initiate contact with DHS Supervisor, continuing escalation as necessary until contact is made.
  3. Providing first face to face service for referred foster youth within fourteen (14) calendar days of referral in the case of all proper consents having been obtained including one hundred and twenty (120) -day court order and minutes; and

4. If first face to face service has not been provided within fourteen (14) calendar days, documenting the cause of delay in the EHR, which shall minimally include name of DHS staff communicated with and when, as well as follow up attempts with social worker supervisor.

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

When admitting an out of county Ward or Dependent, Contractor shall:

1. Direct out of county placement worker to contact BHRS Care Coordination Team to request Presumptive Transfer at [presumptivetransfer@kernbhhs.org](mailto:presumptivetransfer@kernbhhs.org).
2. Verify Presumptive Transfer has been processed by reviewing incoming attachment in the BHRS EHR.
3. GSA provider shall serve as the Intensive Care Coordinator (ICC)/assigned staff for all presumptive transfer youth and ensure strong coordination with out of county placement agency.

**G.** Develop relationships with identified Short-Term Residential Treatment Programs (STRTPs), Foster Family Agency's (FFAs) and Resource Families to ensure the mental health needs of youth are met.

1. Contractor shall serve as the Intensive Care Coordinator for all youth placed in STRTP and shall take an active role in ensuring that per the CFT meeting all needs of each youth are being addressed.

**H.** Prior to providing services to youth placed in STRTP's, confirm that each youth has been approved by the SMART committee for placement in an STRTP and has received an assessment by the BHRS CCR team.

1. In the event that the above protocol has not been followed, Contractor's SMART liaison shall immediately notify the BHRS Administrator or designee and bring the case forward at the following SMART committee meeting.

**I.** Serve as the Intensive Care Coordinator (ICC) in coordination of services with STRTPs and Therapeutic Foster Care (TFC) foster homes to ensure appropriate adjunctive service delivery that aligns with the principals of CCR, which includes reduction of placement and/or placement length of stay in institutional settings and increase of permanency with family or resource family.

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

**K.** Contractor shall be responsible for ensuring the psychiatric needs of STRTP youth are met in coordination with STRTP contractors during regular business, 8:00 a.m. through 5:00 p.m.

**L.** Identify strategies to reduce stigma and engage youth that may be hesitant to accept treatment.

**M.** Report to the BHRS Administrator any issues or barriers that may arise in the coordination of services with STRTP's in order to jointly determine a resolution.

## **17. ADDITIONAL STANDARDS FOR CALIFORNIA OPPORTUNITY AND RESPONSIBILITIES TO KIDS (CALWORKs) SERVICE PROVIDERS**

### **A. Clinical Behavioral Health Services**

Contractor shall maintain and operate a service delivery system whereby the goal is to expeditiously resolve the behavioral or emotional health barriers that may limit or impair the CalWORKs participants' ability to participate in Welfare to Work activities. Behavioral Health Services will include addressing mental health, substance use disorder, trauma, and domestic violence issues that are identified during the initial assessment and/or ongoing treatment.

- a. Services may include the following:
  - a. Screening, assessment, evaluation;
  - b. Case management;
  - c. Treatment including individual therapy, group therapy, rehabilitative services, and integrated services to address mental health, substance use disorders, trauma, and domestic violence;
  - d. Including family members in the participant's services, if the behavioral problem interferes with the participant's ability to participate in the WTW program. Referrals to treatment and community resources for family members of CalWORKs participants;
  - e. Suicide screening and intervention;
  - f. Provision of naloxone training and naloxone distribution resources in the community for those with opioid use or risk of overdose;
  - g. Medication management and education on prescribed medications, risks, and benefits of treatment;
    1. Provision of the CalWORKs medical verification form (CW-61) to DHS within thirty (30) days of psychiatric evaluation to make determination if participant is able to participate in other WTW activities;
  - h. Other appropriate services and referrals in conjunction with Welfare-to-Work (WTW) activities.
- b. Contractor shall provide medication services, utilizing the services of a staff psychiatrist (at least one day per week) to assist CalWORKs clients for whom medication is a necessary component of treatment.
- c. Contractor shall assure that only a licensed medical professional (psychiatrist or psychiatric/mental health nurse practitioner) may process and sign the CalWORKs Exemption Form (CW-61) for CalWORKs mental health participants. Exemptions are to be completed according to the DHS approved protocol.

- d. Provision of services to CalWORKs parents shall be evaluated on a case-by-case basis and may be limited to up to six (6) months. After six (6) months or any time during the initial treatment period, CalWORKs participants may be transitioned to a higher level of care within the specialty mental health system or transitioned to a care provided under Medi-Cal Managed Care Plan non-specialty providers. Under no circumstances shall a CalWORKs participant who elects to continue treatment have their services terminated by KernBHRS or its subcontractors until it has been verified that the participant has transitioned to other care.

**B. Progress Reporting Responsibilities**

- a. Within two (2) business day of receiving a referral for a DHS participant, KernBHRS staff and its subcontractors shall attempt to make contact with the participant and schedule an Assessment appointment.
- b. Within ten (10) business days upon verifying the CalWORKs participant completed the Assessment, contractor shall assign the participant's case to a service provider. Contractors shall inform DHS via encrypted email of the completion of the Assessment, the assigned service provider, and the assigned case manager in a written format agreed upon by the Parties.
- c. Within thirty (30) calendar days of the attendance of a client at the Behavioral Health Orientation or a Screening/Assessment appointment, Contractor shall provide a Participation Plan to DHS via encrypted email in a written format agreed upon by both Parties for each individual who completes an Assessment. This includes, but is not limited to the following:
  - a. Extent to which the individual is capable of employment;
  - b. Treatment components client will attend, such as individual counseling, medication services, case management, and group therapy;
  - c. Estimated hours per week of treatment services;
  - d. Estimated length of treatment;
  - e. Need for adjunct services for childcare and transportation; and
  - f. Case managers' names, email address, and phone numbers.
- d. When CalWORKs participants referred for services do not respond to contact attempts to schedule an Assessment appointment or do not attend their scheduled Assessment appointment, KernBHRS staff and its subcontractors shall:
  - i. Notify the DHS via encrypted email within fifteen (15) calendar days from the date the DHS referral is received.
  - ii. Continue to contact the CalWORKs participant and DHS for up to thirty (30) calendar days from the date of the DHS referral.
  - iii. Within thirty (30) calendar days from the date of the DHS referral, notify DHS via encrypted email in a written format agreed upon by both Parties that the CalWORKs participant is being returned to DHS because the Assessment has not been completed or the CalWORKs participant refused services.

- e. Contractor shall submit a monthly Behavioral Health CalWORKs Progress Report form no later than the tenth (10<sup>th</sup>) calendar day of every month to DHS for every CalWORKs participant who receives Behavioral Health Services, regarding attendance, participation, and progress. The reporting period will be from the first day of the month to the last day of the month. The report shall be received by DHS no later than the tenth (10<sup>th</sup>) calendar day following each reporting month.
- f. Contractor shall contact DHS via encrypted email upon a CalWORKs participant missing the initial Assessment appointment, two (2) consecutive group/individual counseling sessions, and/or psychiatric appointments to ensure continuity of care and continued participant engagement.
- g. Within three (3) business days prior to transitioning CalWORKs participants to other service providers or discontinuing the provision of treatment services, contractors shall notify the assigned DHS Social Service Worker in a written format agreed upon by both Parties.
- h. Contractor shall drug test the CalWORKs clients as appropriate, according to the frequencies shown in outpatient and residential treatment services. Contractor shall provide training and supply Naloxone for participants who are using opiates as well as community referrals for resources for Naloxone.
- i. Contractor staff who provide direct client services shall attend Civil Rights training annually. Training shall be completed via the BHRS Relias training platform. Civil Rights training shall be completed within thirty (30) days of hire and annually thereafter. Training records may be requested by County at any time. This training is approved for one (1) hour of cultural competence credit.
- j. Contractor shall have a program representative attend the CalWORKs Provider Meeting with BHRS.
- k. Contractor shall coordinate and facilitate a quarterly meeting between DHS supervisory staff assigned to each District Office and the supervisory staff of the subcontractor assigned to provide service to DHS clients.
- l. Contractor shall report any requested changes to service provision directly to BHRS. BHRS will request approval of change directly from DHS.

### C. Program Outcomes

- a. Contractor shall meet the following outcomes during the term of this contract:
  - i. At least thirty percent (30%) of BHRS CalWORKs participants shall successfully complete their respective treatment.
  - ii. At least forty percent (40%) of CalWORKs participants referred for CalWORKs behavioral health treatment shall complete an assessment to develop a plan of care.
  - iii. At least thirty percent (30%) of the clients who receive CalWORKs behavioral health services shall be able to participate in Welfare-to-Work activities prior to or on the termination date of their treatment.

**EXHIBIT A-1– ROLES AND RESPONSIBILITIES IN PARTNERSHIP WITH KERN’S MANAGED CARE PLANS**

**1. Training and Education.**

- a. Contractor must provide training and orientation for their employees who carry out activities under this agreement. The training courses will be assigned by KernBHRS or the Contract Administrator and include information on agreement requirements contained in this exhibit including, but not limited to, what services are provided or arranged for by the MCP, and the policies and procedures outlined in this exhibit. Contractor must provide this training prior to any such person or entity performing responsibilities under this agreement, as assigned by the contract administrator under the directives of KernBHRS and to all such persons or entities at least annually thereafter.
- b. In accordance with the health education standards required by the Medi-Cal Managed Care Contract, Contractor must provide KernBHRS Medi-Cal Members with educational materials related to accessing Covered Services, including for services provided by BHP/DMC-ODS. These materials will be provided to Contractor as directed by DHCS and will include educational materials on how Managed Care Plan (MCP) Covered Services and MHP/DMC-ODS services may be accessed, including during non-business hours.

**2. Screening, Assessment, and Referrals.**

- a. **BHP Screening and Assessment.** Contractor must implement and adhere to KernBHRS policies and procedures that address how Members must be screened and assessed for mental health services, including administering the applicable Screening and Transition of Care Tools for Medi-Cal Mental Health Services as set forth in APL 22-028 and BHIN 22-065.
  - i. Contractor must use the required screening tools for Members who are not currently receiving mental health services, except when a Member contacts the mental health provider directly to seek mental health services, during which time an assessment can be completed (in accordance with Screening Standards policy 5.5.01). Contractor must comply with KernBHRS Transition of Care policy and refer members who are found to meet NSMH criterion to the Care Coordination Unit via the Transition of Care Tool.
  - ii. Contractor must use the required Transition of Care Tool to facilitate transitions of care for Members when their service needs change as well as referring for additional services the Member may qualify for including ECM, CS and other services offered by the member’s managed care plan to which they qualify for.
- b. **MHP Referrals.**

Contractor must adhere to KernBHRS policies and procedures that ensure that Members are referred to the appropriate MHP services and MCP Covered Services.

- i. Contractor must adhere to KernBHRS policy for completing a “no wrong door” referral for Members and ensure that Members may access services through multiple pathways and are not turned away based on which pathway they rely on, including, but not limited to, adhering to all applicable No Wrong Door for Mental Health Services Policy requirements described in APL 22-005 and BHIN 22-011.

- ii. Contractor must implement and adhere to KernBHRS policies and procedures addressing the process by which referrals are coordinated based on the completed Adult or Youth Screening Tool in accordance with APL 22-028 and BHIN 22-065, including:
  - 1. The process by which Members are transitioned to the other delivery system (i.e. Managed Care Plans via TOC process).
  - 2. The process by which Members who decline screening are assessed.
  - 3. The process by which the Contractor:
    - a. Accepts referrals for assessment, and the mechanisms for communicating such acceptance and a timely assessment has been made available to the Member.
    - b. Shares the completed screening tool and confirms acceptance of referrals and that a timely assessment has been made available to the Member by Contractor.
    - c. Provides a referral to MCP when the screening indicates that a Member under age twenty-one (21) would benefit from a pediatrician/Primary Care Physician (“PCP”) visit.
  - 4. The process by which the Contractor coordinates referrals using the Transition of Care Tool in accordance with APL 22-028 and BHIN 22-065.
  - 5. Contractor must refer Members to MCP for MCP’s Covered Services, as well as any Community Supports services or care management programs for which Members may qualify, such as Enhanced Care Management (“ECM”), Complex Care Management (“CCM”), or Community Supports. However, if MHP or Contractor is also an ECM Provider, MHP provides ECM services pursuant to a separate agreement between MCP and MHP for ECM services; this MOU does not govern MHP’s provision of ECM.

### **3. Care Coordination and Collaboration.**

#### **a. MHP Care Coordination.**

- i. Contractor must adopt KernBHRS policies and procedures for coordinating Members’ access to care and services that incorporate all the specific requirements set forth in this exhibit and ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.
- ii. Contractor must discuss and address individual care coordination issues or barriers to care coordination efforts monthly with contract administrator.
- iii. Contractor must implement and adhere to KernBHRS policies and procedures that align for coordinating Members’ care that address:
  - 1. The specific point of contact from Contractor, if someone other than, to act as the liaison between MCP Covered Services and be responsible for initiating, providing, and maintaining ongoing care coordination for Members receiving those services. This point of contact will be responsible for coordinating care for individuals who meet criteria for and are concurrently receiving NSMHS and SMHS consistent with the No Wrong Door

for Mental Health Services Policy described in APL 22-005 and BHIN 22-011 to ensure the care is clinically appropriate and non-duplicative and considers the Member's established therapeutic relationships; coordinate the delivery of medically necessary Covered Services with the Member's PCP, including, without limitation, transportation services, home health services, and other Medically Necessary Covered Services for eligible Members; and permit Members to concurrently receive NSMHS and SMHS when clinically appropriate, coordinated, and not duplicative consistent with the No Wrong Door for Mental Health Services Policy described in APL 22-005 and BHIN 22-011.

**b. MHP Transitional Care.**

- i. Contractor must implement and adhere to KernBHRS policies and procedures for the coordination of transitional care services for Members. A "transitional care service" is defined as the transfer of a Member from one setting or level of care to another, including, but not limited to, discharges from hospitals, institutions, and other acute care facilities and skilled nursing facilities to home or community-based settings, or transitions from outpatient therapy to intensive outpatient therapy. For Members who are admitted to an acute psychiatric hospital, psychiatric health facility, adult residential, or crisis residential stay, including, but not limited to, Short-Term Residential Therapeutic Programs and Psychiatric Residential Treatment Facilities, where Contractor and MHP are primarily responsible for coordination of the Member upon discharge. In collaboration with MHP, Contractor is responsible for ensuring transitional care coordination as required including, but not limited to:
  - 1. Tracking when Members are admitted, discharged, or transferred from facilities (e.g., psychiatric inpatient hospitals, psychiatric health facilities, residential mental health facilities);
  - 2. Ensuring the completion of a discharge risk assessment and developing a discharge planning document;
  - 3. Assessing Members for any additional care management programs or services for which they may qualify, such as ECM, CCM, or Community Supports and enrolling the Member in the program as appropriate;
  - 4. Notifying existing CCM Care Managers of any admission if the Member is already enrolled in ECM or CCM; and
  - 5. Assigning a care manager to coordinate with behavioral health or county care coordinators for each eligible Member to ensure physical health follow up needs are met as outlined by the Population Health Management Policy Guide.
    - a. Contractor must adhere to the KernBHRS process for updating and overseeing the implementation of the discharge planning documents as required for Members transitioning to or from MCP or MHP services.

**4. Clinical Consultation.**

- a. Contractor must implement and adhere to KernBHRS policies and procedures to provide clinical consultations to MCP regarding a Member's mental illness, including consultation on diagnosis, treatment, and medications.
- b. Contractor must implement and adhere to KernBHRS policies and procedures for reviewing and updating a member's problem list, as clinically indicated (e.g., following crisis intervention or hospitalization), including when the care plan or problem list must be updated, and coordinating with Member's ECM or CS service provider.

## **5. MHP Enhanced Care Management.**

- a. That Contractor ensures that all members who qualify for Covered Services from their Managed Care plan are referred to these services using the Transition of Care Tool if the patients meet Population of Focus criteria; and
- b. That Contractor implements a process for avoiding duplication of services for individuals receiving ECM with SMHS Targeted Case Management ("TCM"), Intensive Care Coordination ("ICC"), and/or Full-Service Partnership ("FSP") services as set forth in the CalAIM ECM Policy Guide, as revised or superseded from time to time, and coordination activities.

## **6. Community Supports.**

- a. Coordination must be established with applicable Community Supports providers under contract with MCP, including:
  - i. The identified point of contact from the Contractor to act as the liaison to oversee initiating, providing, and maintaining ongoing coordination.
  - ii. Identification of the Community Supports covered by MCP; and
  - iii. Adhering to KernBHRS procedure for referral via the Transition of Care (TOC) form.

## **7. Eating Disorder Services.**

- a. Contractor is responsible for the coordination of SMHS components of eating disorder treatment according to best practice standards in the community as well as participation in any Interdisciplinary Team meetings requested by KernBHRS Care Coordination Unit or Medical Services Administrator, specifically:
  - i. Contractor must coordinate medically necessary psychiatric inpatient hospitalization and outpatient SMHS.

## **8. MHP Prescription Drugs.**

- a. Contractor must implement and adhere to KernBHRS policies and procedures to coordinate prescription drug, laboratory, radiological, and radioisotope service procedures.

## **9. Community Supports.**

- a. Coordination must be established with applicable Community Supports providers under contract with MCP, including:

- i. Identification of the Community Supports covered by MCP and which members qualify for these services, as well as;
- ii. Refer all qualifying members to MCP by utilizing the TOC tool for Members eligible for or receiving Community Supports.

**10. Quality Improvement.**

- a. Contractor must develop QI activities specifically for the oversight of the requirements of this agreement, including, without limitation, any applicable performance measures and QI initiatives, including those to prevent duplication of services, as well as reports that track referrals, Member engagement, and service utilization. Such QI activities must include processes to monitor the extent to which Members are able to access mental health services across SMHS and NSMHS, and Covered Service utilization. Contractor must document these QI activities in policies and procedures.

**11. Dispute Resolution.**

- a. Contractor must adhere to KernBHRS procedures regarding disputes with MCP partners.

**12. Data Elements.**

- a. Except where prohibited by law or regulation, contractors must share the minimum necessary data and information to facilitate referrals and coordinate care under this agreement.

## **EXHIBIT A-2 – MHSA FUNDED CONTRACT ADDENDUM: IMPLEMENTATION OF BEHAVIORAL HEALTH SERVICES ACT (BHSA) CHANGES**

**Effective Date: July 1, 2026**

**Background:** Pursuant to the Behavioral Health Services Act (BHSA), formerly known as the Mental Health Services Act (MHSA), significant changes will take effect beginning July 1, 2026. These changes impact service delivery, eligible populations, and funding allocations. This addendum outlines the requirements for contractors to comply with BHSA regulations.

### **Eligibility Requirements**

Contractors must ensure services are prioritized for the following eligible populations:

#### **Adults who are:**

- Chronically homeless, experiencing homelessness, or at risk of homelessness
- In, or at risk of being in, the justice system
- Reentering their communities from prison or jail
- At risk of conservatorship pursuant to Proposition 1
- At risk of institutionalization

#### **Children and youth who are:**

- Chronically homeless, experiencing homelessness, or at risk of homelessness
- In, or at risk of being in, the juvenile justice system
- Reentering the community from a youth correctional facility
- In the child welfare system pursuant to Proposition 1
- At risk of institutionalization

### **Funding Allocations**

BHSA funds will be allocated as follows:

- **Ninety percent (90%) County Allocation:**
  - Thirty-five percent (35%) Full Service Partnerships
  - Thirty-five percent (35%) Behavioral Health Services and Supports
  - Thirty percent (30%) Housing Interventions
- **Ten percent (10%) State Directed:**
  - Four percent (4%) Population-Based Prevention
  - Three percent (3%) Behavioral Health Workforce Development
  - Three percent (3%) State Administration

### **Implementation Timeline for Evidence-Based Practices (EBPs)**

Contractors must adhere to the following timeline for implementing required EBPs to fidelity:

- **January 2025** – BH-CONNECT Demonstration Launch

- **July 1, 2026** – BHSA Implementation; counties must implement:
  - Assertive Community Treatment (ACT)/Forensic Assertive Community Treatment (FACT)
  - Individual Placement and Support (IPS)
  - High Fidelity Wraparound (HFW)
- **Upon IMD Opt-in County Go-Live:**
  - Begin technical assistance (TA) for ACT/FACT through Centers of Excellence (COEs)
  - Complete preliminary fidelity assessment
- **Within one (1) Year of BHSA Go-Live (by July 1, 2027):**
  - Fully implement ACT
- **By December 31, 2027:**
  - Conduct fidelity reviews for all required EBPs
- **Within two (2) Years of BHSA Go-Live (by July 1, 2028):**
  - Begin providing FACT and Coordinated Specialty Care (CSC) for First Episode Psychosis (FEP)
- **Within three (3) Years of BH-CONNECT Go-Live (by January 2028):**
  - Begin providing IPS Supported Employment
- **By June 30, 2029:**
  - BHSA compliance must be demonstrated, with all EBPs provided to fidelity

## **EXHIBIT B – DEMOGRAPHIC AND SERVICE INFORMATION BY LOCATION**

	<b>Unique Clients Served</b>	<b>Total Services Delivered</b>	<b>Male</b>	<b>Female</b>	<b>Ages 18-24</b>	<b>Ages 25-44</b>	<b>Ages 45-64</b>	<b>Age 65+</b>
<b>Central Bakersfield Adult</b>	758	12,854	48%	52%	11%	55%	30%	4%
<b>North Bakersfield Adult</b>	852	19,267	35%	65%	18%	48%	30%	5%
<b>North Bakersfield Child</b>	784	15,931	47%	53%	100%	-	-	-
<b>Northeast Bakersfield Adult</b>	719	11,714	40%	60%	16%	51%	28%	5%
<b>South Central Bakersfield Adult</b>	1,428	29,442	46%	54%	16%	53%	26%	5%
<b>South Central Bakersfield Child</b>	1,127	25,988	49%	51%	100%	-	-	-
<b>Southeast Bakersfield Adult</b>	648	14,070	45%	55%	17%	49%	31%	4%
<b>West Bakersfield Adult</b>	769	11,151	42%	58%	15%	57%	23%	5%
<b>West Bakersfield Child</b>	2,320	42,052	48%	52%	100%	-	-	-

*(Source: Fiscal Year 24-25 information collected from BHRS's Electronic Health Record)*

**EXHIBIT C – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**

**NOTE:**

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**( \_\_\_\_\_ SERVICES)**

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

**WITNESSETH:**

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

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

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

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

**1. TERM**

This agreement shall commence on **July 1, 20XX**, and shall remain in effect through **June 30, 20XX**, unless sooner terminated as hereinafter provided.

**2. MODIFICATIONS OF AGREEMENT**

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

**3. STANDARDS OF SERVICE**

**A.** Contractor shall provide the services and adhere to the standards of service described in Description and Standards of Services, which is attached hereto and made a part hereof. Failure to comply with the standards of service shall be deemed a material breach of this agreement and may result in termination of the agreement.

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

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

#### **4. COMPENSATION TO CONTRACTOR**

**A. To be developed during contract negotiations.**

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

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

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

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

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

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

## **6. FINANCIAL SOLVENCY**

Contractor shall maintain adequate provisions against the risk of insolvency.

## **7. TAX INFORMATION REPORTING**

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

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

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

## **8. COMPLIANCE WITH LAW**

**A.** Contractor shall observe and comply with all applicable county, state, and federal laws, ordinances, rules, and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference, including, but not limited to, [CCR Title 9, Chapter 11, Section 1810.436\(a\)\(1-5\)](#) and [42 CFR § 438.230\(c\)\(2\)](#), and [42 CFR § 438.3\(d\)\(3\)\(4\)](#).

## **9. FINANCIAL AND STATISTICAL RECORDS**

**A.** Contractor shall maintain and preserve all fiscal records, documents, and correspondence related to this agreement for a minimum period of ten (10) years after the close of the fiscal year in which services are rendered, or ten (10) years after final payment is made (Medi-Cal or BHSA), or until all audit issues are resolved, whichever is latest.

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

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

## **10. ADDITIONAL PROVISIONS**

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

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

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

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

Contractor shall also be subject to the examination and audit of the Department and the State Auditor General for a period of ten (10) years after final payment under contract (Government Code § 8546.7).

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

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

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

## **11. NOTICES**

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

### **To County:**

Kern Behavioral Health & Recovery Services  
Attn: Director  
Bakersfield, CA 93302-1000

cc: Contracts Management

### **To Contractor:**

**Signature Person**  
**CONTRACTOR**  
**Street Address**  
**City, State ZIP**

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

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

## **12. MANDATORY MEETINGS**

Contractor is required to participate in a monthly provider meeting and other meetings that the KernBHRS Administrator may call. Meetings may be held at Contractor’s site, at a County location, or

through video conferencing as the KernBHRS Administrator determines. Meeting attendees must be familiar with and well-versed in the requirements of this agreement. Failure to comply with this requirement may lead to termination of the agreement.

### **13. CULTURAL COMPETENCE**

Contractor shall comply with Cultural Competence requirements set forth by County, in accordance with [Welfare and Institutions Code Section 5600.2](#) and [CCR Title 9 Section 1810.410](#). Contractor shall participate in the Department's efforts to promote the delivery of services in a culturally and linguistically competent manner to all enrollees, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity. Failure to comply with the following requirements may result in sanctions such as withholding of payments, corrective action notices, or any other actions deemed necessary to ensure contract and performance compliance (i.e., DHCS 10-02 and 10-17 and the Federal CLAS standards).

**A.** No later than thirty (30) days after the beginning date of the agreement, Contractor must use the provided cultural competence plan template and submit its agency's annual cultural competence plan to the Department's Ethnic Services Manager via the Cultural Competence email address [CulturalCompetence@KernBHRS.org](mailto:CulturalCompetence@KernBHRS.org).

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

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

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

### **14. NON-DISCRIMINATION AND FAITHFUL PERFORMANCE**

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

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

**C.** Contractor shall have in place written policies regarding nondiscrimination on the basis of race, color, creed, etc., and shall include nondiscrimination and compliance provisions in all subcontracts.

Contractor and its subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from discrimination and harassment.

## **15. EXCLUSION REPORTING**

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

## **16. REPORTING UNUSUAL OCCURRENCES**

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

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

In addition, an Unusual Occurrence report is required when:

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

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

1. Death other than by suicide;
2. Death by suspected or known suicide;
3. Suicide attempt requiring Emergency Medical Treatment (EMT);
4. Suicide threat with intent or plan;
5. Tarasoff Report, i.e., client makes a threat to harm another person;
6. Aggressive/Threatening or destructive behaviors;
7. Intentional injury (not suicide attempt) requiring EMT;

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

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

## **17. CONFLICT OF INTEREST**

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

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

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

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

## **18. DISCLOSURE OF OWNERSHIP AND CONTROL INTEREST STATEMENT**

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

## **19. TECHNOLOGY REQUIREMENTS**

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

1. Based on programmatic requirements, as specified in Exhibit A, Contractor shall enter information into the KernBHRS electronic health record.

2. Contractor shall provide any billing services, which are not part of the entry of clinical documentation using direct data entry as specified in Exhibit A.

3. Contractor's staff shall be trained by the Department in the operation, procedures, policies, and all related uses of the KernBHRS electronic health record. In exceptional circumstances, the KernBHRS Administrator may authorize or direct Contractor to provide some or all elements of KernBHRS electronic health record training internally. The Technology Services Manager, or designee, must approve any requests for a contractor to provide any KernBHRS electronic health record training. Staff who have not been trained will not be provided with a username and will not have access to the KernBHRS electronic health record system.

4. Prior to the training, Contractor's staff are to show proof of current Information Privacy and Information Security training completion. Staff who do not provide proof of current Information

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

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

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

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

## **20. HIPAA/HITECH COMPLIANCE**

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

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

**C.** The parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this agreement may be required to provide for procedures to ensure compliance with such developments. The parties hereto specifically agree to take such action as is necessary to implement the requirements of HIPAA, the HITECH Act, and HIPAA Regulations and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that Contractor must provide to County, after request by County, written evidence that Contractor is in compliance with the HITECH Act and applicable HIPAA Regulations.

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

## **21. CONFIDENTIALITY**

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

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

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

## **22. INDEMNIFICATION**

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

## **23. IMMIGRATION REFORM AND CONTROL ACT**

Contractor, and all subcontractors hired by Contractor to perform services under this agreement, are aware of and understand [the Immigration Reform and Control Act \("IRCA"\) of 1986, Public Law 99-603](#). Contractor is and shall remain in compliance with IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend, and hold harmless County, its agents, officers, and employees,

from any liability, damages, or causes of action arising out of or relating to any claims that Contractor's employees, or the employees of any subcontractor hired by Contractor, are not authorized to work in the United States for Contractor or its subcontractor and/or any other claims based upon alleged IRCA violations committed by Contractor or Contractor's subcontractor(s).

## **24. INSURANCE**

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

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

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

### **A. Workers' Compensation and Employers Liability Insurance Requirements:**

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

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

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

### **B. Liability Insurance Requirements:**

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

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

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

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

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

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

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

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

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

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

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

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

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

## **25. SUBROGATION**

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

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

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

## **26. REPRESENTATIONS**

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

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

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

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

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

## **27. POLITICAL-RELIGIOUS ACTIVITY**

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

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

## **28. NON-ASSIGNMENT AND SUBCONTRACTING**

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

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

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

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

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

1. No subcontract terminates the legal responsibility of County to the state to ensure all activities under this contract are carried out.

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

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

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

## **29. NO THIRD-PARTY BENEFICIARIES**

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

## **30. AUTHORITY TO BIND COUNTY**

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

## **31. DISPUTE AND ISSUE RESOLUTION**

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

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

**C.** If Contractor disputes the decision made by the KernBHRS Administrator, Contractor may request that the Director of KernBHRS, or the Director's designee, review the decision. Such request shall be in writing and received by the Director, or the Director's designee, within five (5) workdays of the date of the KernBHRS Administrator's decision. Such request shall include identification of the items under dispute, Contractor's proposed solutions in summary form, the date of the KernBHRS Administrator's decision and any additional information Contractor deems necessary in support of its position. The Director, or the Director's designee, shall have fifteen (15) workdays from the date of receipt of Contractor's request to render a final administrative decision. The Director, or the Director's designee, may convene a conference between County and Contractor as a part of the decision-making process. The decision of the Director, or the Director's designee, shall be the final administrative decision. Nothing in this agreement prevents Contractor from seeking judicial review of such a final administrative decision.

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

### **E. Contractor Appeal Process**

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

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

### **32. CHOICE OF LAW AND VENUE**

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

### **33. NON-WAIVER**

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

### **34. ENFORCEMENT OF REMEDIES**

No right or remedy herein conferred upon or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or

remedy given hereunder, now or hereafter existing by law or in equity or by statute or otherwise and may be enforced concurrently or from time to time.

### **35. CAPTIONS AND INTERPRETATION**

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

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

### **36. TIME OF ESSENCE**

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

### **37. COUNTERPARTS**

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

### **38. NON-COLLUSION COVENANT**

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

### **39. ENTIRE AGREEMENT**

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

### **40. NEGATION OF PARTNERSHIP**

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

### **41. SEVERABILITY**

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

#### **42. TERMINATION**

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

#### **43. IMMEDIATE TERMINATION**

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

#### **44. REQUIRED DOCUMENTS**

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

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

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

#### **45. SIGNATURE AUTHORITY**

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

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

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

**APPROVED AS TO CONTENT:**  
Behavioral Health and Recovery Services

**COUNTY OF KERN**  
Board of Supervisors

By: \_\_\_\_\_  
Alison Burrowes, MA LCSW Director

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

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

**CONTRACTOR**

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

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

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

**AGREEMENT FOR PROFESSIONAL SERVICES**

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

**(\_\_\_\_\_ SERVICES)**

**CONTRACT EXHIBITS**

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

## **EXHIBIT D – SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES**

### **Kern County Administrative Bulletin**

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## **ADMINISTRATIVE BULLETIN NO. 19**

*Issued: January 23, 2024*

### **SUBJECT: FREE SPEECH POLICY**

#### **Purpose**

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

#### **First Amendment Rights**

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

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

#### **Free Speech Policy**

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

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

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

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

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

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

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

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

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

Examples of unlawful discrimination:

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

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

### **Complaint and Investigation Procedure**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Free Speech Retained Expert:**

Barry McDonald, (310) 506-4668; [barry.mcdonald@pepperdine.edu](mailto:barry.mcdonald@pepperdine.edu)

Apm/AB/AB-19\_01-23-2024

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

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

## APPENDIX I - PROPOSAL CHECKLIST AND OUTLINE

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

### Proposal Format

- Proposal may be submitted for Children’s services only, Adult services only, or both Children’s and Adult services.
- Proposal including Adult Outpatient Services must include CalWORKs services.
- Proposal must clearly specify the geographic areas and the types of services (Adult and/or Children) for which the bidder is submitting a response to this RFP.
- Proposal for Northeast Bakersfield, Southeast Bakersfield, and/or West Bakersfield Adult programs may, at Proposer’s discretion, include a lease agreement between Proposer and County for utilization of the existing clinic facility. The Proposer will be expected to enter into a lease agreement with the County for any space their staff occupy in the clinic.
- The length of the proposal should be no longer than 25-30 pages.
- Please use complete sentences for each section of the proposal.
- Please use Arial font, size 12.
- Do not include **Patient Health Information** in this or any other section of your proposal. **This will be grounds for immediate disqualification from the RFP process.**
- Please do not submit canned or generic proposals.
- For ease of review and to facilitate evaluation, the Proposals for this project must be organized and presented in the order requested as follows **(no exceptions):**

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

### II. Proposal Contents

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

The Cover Page section should include the following information:

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

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

The Introduction section should include the following information:

- Include a letter of introduction about your organization signed by an authorized representative of the firm.
- In your introductory statement please include the following language at the end of your introductory statement.

**“The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.”**

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

### 3. Corporate/Agency Profile:

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

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

### 4. Organization’s Qualifications and Experience

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

#### Part I: Headers

This section should include:

- Header #1: The number of staff (key and non-key) involved in providing services
- Header #2: Number of years the organization has been providing services
- Header #3: Skill sets that organization uses in providing services
- Header #4: Contractor licensing, if applicable
- Header #5: Certifications, if applicable

- Header #6: Examples of completed projects

## Part II: Financial Statements

This section should include:

- Balance sheet
- Dun & Bradstreet credit rating

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

This section should include:

- Provide a minimum of three (3) reference letters for similar services rendered (must be within the last twelve (12) months on the reference company's letterhead.
- Each reference shall include a current point of contact and a phone number.
- Each reference letter must have all the following information:
  - Date of the original contract
  - End date of the contract
  - Services rendered
  - Names, addresses, email and telephone numbers of contact persons within organizations /agencies for whom the services have been provided

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

This section should include:

- Provide a list of all organizations with current contact information including email, to which you have provided similar services over the last two years but are not currently working for.
- Please indicate why you are not currently providing services to said organization(s).

### **Format Example:**

- Name Of The Organization:
- Name Of The Contact:
- Contact's Email Address:
- Contact's Phone Number:
- Why is your organization no longer providing services to this organization (Keep responses to 2 to 3 sentences):

## 5. Credentials/Resumes:

The Credentials / Resumes should include the following information:

## Part I: Organizational Chart

This section should include:

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

## Part II: Resumes

This section should include:

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

## Part III: Training Certifications

This section should include:

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

## Part IV: Summary Of The Statement Of Qualifications

This section should include:

A summary of the statement of qualifications for each key personnel assigned to the project and/or delivery of services, in the organizational chart, to include the following **(2 to 3 single pages)**:

- General Experience as it relates to the project and/or delivery of services
- Education as it relates to the project and/or delivery of services
- Training as it relates to the project and/or delivery of services
- Credentials as it relates to the project and/or delivery of services

## Part V: Subcontractors and/or Consultant Firms

This section should include:

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

### **Format Example:**

- Name Of The Subcontractors and/or Consultant firms:
- Contact Name:
- Email Address:
- Phone Number:
- What is their relevant experience as it relates to the RFP's scope of work outlined in Exhibit A – Description and Standards of Service (Keep responses to 2 to 3 sentences):

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

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

### Part I: Project Approach:

This section should include:

- a. Provide a detailed description of the project approach proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- b. Provide a detailed description of the methodology proposed by your organization to perform all required services as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- c. Identify the deliverables that will be produced as specified in the RFP's scope of work, Exhibit A – Description and Standards of Services **(250 words)**.
- d. Describe the actions that will be performed by your organization in order to comply and meet required benchmarks, performance standards and quality assurance measures **(250 words)**.
- e. Describe your organization's approach and/or methodology that will be used to address obstructions, constraints, or roadblocks that may occur in providing services **(250 words)**.
- f. Describe how your organization's Business and Work Environment will assist with the delivery of services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services **(250 words)**.

### Part II: Work Schedule:

This section should include:

- g. Include specific details with regard to a work schedule which contains an aggressive plan describing how your organization will implement the services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services **(250 words)**.

### Part III: Transition Plan:

This section should include:

- h. Include specific details with regard to a transition plan (e.g. from an existing provider to new provider) which contains an aggressive schedule that describes how your organization will start up the services as specified in the RFP's scope of work before **July 1, 2026 (250 words)**.

### Part IV: Technology Requirements:

This section should include:

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

j. Specify all software and computer technology (if applicable) that is anticipated to be used in rendering the services as specified in the RFP's scope of work Exhibit A – Description and Standards of Services. If the Proposal includes the purchase of any software by the BHRS, provide a copy of any software license agreements that BHRS would be required to execute **(250 words)**.

**\_\_\_7. Cost of Service:**

This section should include a budget that:

- consists of all of the costs associated with the project, broken down by category of products and services, and all on-going costs for recommended/required products/services such as maintenance.
- includes all expenses that will be charged to the County including but not limited to costs for shipping, insurance, communications, documentation reproduction, travel, taxes, etc.

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

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

This section should include:

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

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

This section should include:

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

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

**[END OF RFP]**