

September 1, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

**PROPOSED SOLE SOURCE AGREEMENT WITH CLINICA SIERRA VISTA FOR SEXUALLY
TRANSMITTED INFECTION PREVENTION, TESTING, LINKAGE, AND CARE SERVICES
(Fiscal Impact: \$1,336,405; State; Budgeted; Discretionary)**

The purpose of this letter is to request your Board's approval of the proposed retroactive sole source Agreement with Clinica Sierra Vista for sexually transmitted infection (STI) prevention, testing, linkage, and care services for high-risk populations, from July 1, 2026 through June 30, 2031, in an amount not to exceed \$1,336,405. This request is retroactive due to contract negotiation delays.

Through this proposed Agreement, Clinica Sierra Vista will provide STI testing and awareness among priority populations within Kern County through education, support for medical appointments, insurance enrollment, and transportation. Care coordination will ensure clients diagnosed with STIs receive proper treatment, medication access and follow-up care. Referrals will connect clients to additional services such as substance use treatment, mental health care, housing support and HIV/STI prevention. Additionally, Clinica Sierra Vista will track and report linkage to care and submit monthly data.

County Counsel has reviewed and approved the proposed Agreement as to form. The Purchasing Manager has reviewed and concurred with the sole source justification for the proposed Agreement.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive sole source Agreement with Clinica Sierra Vista for sexually transmitted infection prevention, testing, linkage, and care services, from July 1, 2026 through June 30, 2031, in an amount not to exceed \$1,336,405 and authorize the Chairman to sign.

Respectfully Submitted,



Brynn Carrigan
Director of Public Health Services

BNC:mm
Attachment
C: County Administrative Office

Grounded in Health

1800 Mt. Vernon Ave., Bakersfield, CA. 93306 | 661.321.3000 | www.kernpublichealth.com

AGREEMENT FOR PROFESSIONAL SERVICES
STI Prevention, Testing, Linkage to, and Coordination of Care Services
INDEPENDENT CONTRACTOR
(County of Kern - Clinica Sierra Vista)

THIS AGREEMENT is made and entered into on _____, by and between the COUNTY OF KERN ("County"), a political subdivision of the State of California ("State"), as represented by the Public Health Services Department ("Department"), with its principal location at 1800 Mount Vernon Avenue, Bakersfield, California 93306-3302 and CLINICA SIERRA VISTA ("Contractor"), a California non-profit corporation, with its principal place of business located at 9525 Camino Media, Bakersfield, California 93311.

WITNESSETH:

WHEREAS:

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

(b) California Health & Safety Code Section 120511 authorizes the California Department of Public Health to award funds to local health jurisdictions (LHJ) to implement public health activities related to monitoring, prevention, testing, and linkage to and retention in care activities for the vulnerable and underserved individuals living with, or at high risk for, sexually transmitted infections in collaboration with community-based organizations with the LHJ.

(c) Department requires the services specified in section 2 of this Agreement; and

(d) 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 on the terms set forth herein.

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

1. **Term.** This Agreement shall be deemed in force effective July 1, 2026 and shall remain in effect until June 30, 2031, unless sooner terminated as provided for herein.

2. **Services to be Rendered.** Contractor shall provide the services described in Exhibit "A", which is attached hereto and incorporated herein.

3. **Compensation.**

A. For providing services under this Agreement, Contractor will be compensated and reimbursed up to an aggregate sum not to exceed ONE MILLION THREE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED AND FIVE DOLLARS (\$1,336,405) over the full term of the Agreement as set forth below.

B. Fiscal year 2026-2027 maximum amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$267,281) in accordance with the project budget as set forth in Exhibit "B", which is incorporated herein.

C. Fiscal year 2027-2028 maximum amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$267,281) in accordance with the project budget as set forth in Exhibit "B", which is incorporated herein.

D. Fiscal year 2028-2029 maximum amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$267,281) in accordance with the project budget as set forth in Exhibit "B", which is incorporated herein.

E. Fiscal year 2029-2030 maximum amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$267,281) in accordance with the project budget as set forth in Exhibit "B", which is incorporated herein.

F. Fiscal year 2030-2031 maximum amount of TWO HUNDRED SIXTY-SEVEN THOUSAND TWO HUNDRED EIGHTY ONE DOLLARS (\$267,281) in accordance with the project budget as set forth in Exhibit "B", which is incorporated herein.

County will reimburse Contractor for all necessary and reasonable costs incurred on behalf of County as set forth below. No additional compensation will be paid for secretarial, clerical support staff, overhead, or any other costs incurred by Contractor pursuant to providing services to County.

4. **Reimbursement Policy and Billing Requirements.**

A. Costs reimbursed under this Agreement are subject to 2 CFR Part 200 of the Code of Federal Regulations. Any reimbursement necessary for travel and per diem shall be at the rates in effect at the time of the occurrence of the expenses(s) as established by the California Department of Human Resources (CalHR).

B. Contractor shall submit to County invoice expenditure detail for each month on a form(s) as provided by the Department. An invoice for payment of actual expenses that are allowable and budgeted as provided by Exhibit "B" shall be due by the twenty-fifth (25th) day of the following month.

C. Invoices shall be sent via email to PHSubRecInv@kerncounty.com and the subject line of the email will include the following:

- (1) The title of the program: CSTD
- (2) The Agreement number: 060-2026
- (3) The grant number: 26-STI10
- (4) The year and month of the invoice period.
- (5) The total invoice amount in US dollars.

D. Monthly invoices shall contain the following:

- (1) Contractor's name and mailing address.
- (2) Period of service
- (3) Itemization of all budgeted amounts, budget revision amounts, monthly expenses for which reimbursement is being requested, cumulative total, remaining balances, and percent of each budgeted amount spent on a Budget Control form provided by the Department.

(4) The names and titles of all personnel for which reimbursement is being requested with the hours or full-time equivalency (FTE) rates worked and rates of pay.

- (5) Actual cost of fringe benefits of personnel, if applicable.
- (6) Itemization of travel expenses, if applicable.
- (7) General ledger detail report for the period of service.
- (8) Signature by the individual authorized on behalf of the Contractor.

(9) Documentation of indirect costs rates used to calculate reimbursement of actual indirect costs shall be available for review, if applicable.

(10) Other documentation as may be required by the County or Department.

E. Upon receipt and approval of each invoice, Department will request the Auditor-Controller-County Clerk of the County of Kern to issue payment to Contractor within thirty (30) days.

F. Invoices claiming reimbursement from State and federal pass-through funds for capital assets shall include copies of the purchase invoice or similar documentation attached to the invoice. A capital asset is defined as a nonexpendable item with a unit cost of five thousand dollars (\$5,000) or more and a useful life expectancy of four (4) or more years, including EDP/ADP, telecommunications, and motor vehicles. Notification to Department shall be made upon disposition of reimbursed capital assets.

G. If Contractor has not expended the budgeted amounts in each contract year as specified in section 1 of this Agreement:

(1) Forty-five percent (45%) of the Agreement amount or ONE HUNDRED TWENTY THOUSAND TWO HUNDRED SEVENTY-SEVEN DOLLARS (\$120,277) as of the last day of the second quarter of the contract year, County reserves the right to reduce the Agreement amount by the amount not expended.

(2) Sixty-five percent (65%) of the Agreement amount or ONE HUNDRED SEVENTY-THREE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (173,733) as of the last day of the third quarter of the contract year, County reserves the right to reduce the Agreement amount by the amount not expended.

(3) Contractor shall be notified in writing of the amount of the reduction and the effective date of the reduction.

H. Final Invoices submitted more than thirty (30) calendar days after the end of each contract year specified in section 1 of this Agreement, for expenses incurred during the contract year then ending, shall not be honored by County unless a later or alternate deadline is negotiated and agreed upon in writing by both Parties.

I. Notwithstanding any other provisions in this Agreement, failure to submit each invoice by the due date stated herein shall result in a five percent (5%) reduction of the total amount of the invoice.

5. **Non-Appropriation.**

A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

B. This Agreement is valid and enforceable only if sufficient funds are made available to County for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or statute enacted by Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

C. It is mutually agreed that if County is not appropriated sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

D. If funds are not appropriated for this program and Agreement, this Agreement shall be deemed terminated and of no further force and effect. In this event, County shall have no liability to pay any funds whatsoever to Contractor or to furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. Upon such termination, County shall be released from any further financial obligation to Contractor, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. County will provide Contractor with notice of any such action.

6. **Allowable Line Item Shifts.**

A. Subject to the prior review and approval of County, line item shifts of up to a total of ten percent (10%) of the Agreement maximum are allowed, so long as the maximum amount budgeted for this Agreement neither increases nor decreases.

B. Line item shifts meeting this criterion shall not require a formal Agreement amendment.

C. Shifts of cost items within line items that neither increase nor decrease the line item do not require prior approval by County; written notification by Contractor is sufficient.

D. Contractor shall adhere to County's requirements regarding the process to follow in requesting approval to make line item shifts.

E. Line item shifts may be proposed/requested by either County or Contractor.

F. Such changes shall be requested in writing prior to implementing any change. The request shall contain:

(1) An explanation justifying the need for the proposed change(s).

(2) Identification of the numbered line items and the amount by which each will be reduced or increased.

If the total amount of the proposed line item shift request exceeds ten percent (10%) of the Agreement maximum, a formal agreement amendment is required as provided for herein. Budget revisions and amendments are not effective until they have received final approval from County. Contractor shall not submit an invoice to County for any amounts that are dependent on a pending revision or amendment until the revision or amendment has been fully executed by the parties.

All previous budget revisions or amendments must be taken into account when preparing new revisions or amendments. For previously revised or amended budgets, the Prior Approved Amount column must accurately display the budget figures from the original or last approved amendment. Prior in-house revision amounts must be calculated into the amendment column total(s). All previous adjustments must be included in the revised amount column when a formal amendment is required.

7. **Client Grievance.** The client has the right to initiate grievance proceedings with County if dissatisfied with services received from Contractor or County, Contractor shall use form provided by Fiscal Agent.

8. **Client Records.** Contractor agrees to maintain a confidential service record for all HIV clients served under this program.

This confidential client service record shall also contain the following data that Contractor agrees to collect during a client intake: proof of HIV status, race/ethnicity, gender, age, transmission category, area of residence, and any other data identified in Exhibit A.

Contractor shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to the contract or persons whose names or identifying information became available or are disclosed to Contractor or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person. Contractor shall maintain a written policy regarding client confidentiality, will communicate this policy to all employees, and will provide a copy of said policy to County.

9. **Debt Limitation.** It is the parties' intent that, notwithstanding any other provisions of this Agreement, this Agreement shall be interpreted so as not to be in conflict with, or in violation of, the provisions of Article XVI, Section 18 of the California Constitution (Debt Limitation).

10. **Funding Agreement Compliance.** Contractor agrees to abide by the subcontractor obligations of County's agreement with State providing funding for this Agreement, the terms of which are incorporated herein by this reference and which is available for review at the Department.

11. **Evaluation.** Services to be provided by Contractor shall be evaluated by County on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program process and information. Any deficiencies noted during evaluation shall be stated and placed

in detailed written form, and a copy submitted to Contractor. Contractor shall respond in writing to the deficiency statement within twenty (20) days from the date of receipt. A plan to remedy these deficiencies shall be implemented within sixty (60) days from the date of the deficiency statement. Failure to remedy the stated deficiencies may result in termination of the Agreement by County.

12. **Financial Statement.** Contractor shall furnish Department with a copy of an annual audit, compilation, or review performed by an independent accountant within one hundred fifty (150) days after the end of Contractor's fiscal year. The annual audit, review, or compilation so performed shall examine the financial records of Contractor during the term of this Agreement. Should Contractor not engage the services of an independent accountant for this purpose, Contractor shall furnish County with a fiscal year-end financial statement, consisting of, but not limited to, a balance sheet, income statement, and statement of changes in financial position. If subject to OMB Circular A-133, Contractor shall provide Department with a copy of the annual Single Audit Report covering the period of this Agreement.

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

14. **Audit, Inspection, and Retention of Records.** Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine, and make excerpts and transcripts from such records, and to conduct audits or reviews of all invoices, materials, records of personnel, or other data related to all other matters covered by this Agreement. Contractor shall allow interviews of any employees who might reasonably have information related to such records. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than four (4) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last.

Contractor agrees that based upon audit findings, if money is to be returned to the funding organization, the amount must be remitted to County within thirty (30) days. Failure to recoup within thirty (30) days will result in County's withholding any sum due to Contractor until payment is received. As an alternative, Contractor may allow County to deposit ten percent (10%) of amounts due to Contractor until the completion of the funding sources' audit. If audit findings show there is no reimbursement of funds due, the ten percent (10%) will be paid to Contractor within thirty-five (35) days of receipt of final audit report without interest.

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.

15. **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.

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

17. **Choice of Law/Venue.** The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of California. This Agreement has been entered into and is to be performed in the County of Kern. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Kern.

18. **Compliance with Law.** 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.

19. **Confidentiality - 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 medical 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 ("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 or 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.

E. Contractor has established internal policies and procedures regarding HIPAA compliance and privacy and agrees to make such policies and procedures available to County upon request.

20. **Conflict of Interest.** Contractor has read and is aware of the provisions of Section 1090, et seq. and Section 87100, et seq. of the Government Code relating to conflict of interest of public officers and employees. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, County may immediately terminate this Agreement by giving written notice thereof. Contractor shall comply with the requirements of Government Code Section 87100, et seq. during the term of this Agreement.

21. **Counterparts.** This Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

22. **Disqualified Persons.** Contractor represents and warrants that no person providing services under the terms of this Agreement (i) has been convicted of a criminal offense related to healthcare (unless such individual has been officially reinstated into the federal healthcare programs by the Office of Inspector General ("OIG") and provided proof of such reinstatement to County); (ii) is currently under sanction, exclusion, or investigation (civil or criminal) by any federal or state enforcement, regulatory, administrative, or licensing agency, or is ineligible for federal or state program participation; or (iii) is currently listed on the General Services Administration List of Parties Excluded from the Federal Procurement and Non-Procurement Programs. Contractor agrees that if any individual providing services under the terms of this Agreement becomes involved

in a pending criminal action or proposed civil debarment, exclusion, or other sanctioning action related to any federal or state healthcare program (each, an "Enforcement Action"), Contractor shall immediately notify County and such individual shall be immediately removed by Contractor from any functions involving (i) the claims development and submission process; and (ii) any healthcare provider contact related to patients; provided, however, that if Contractor is directly involved in the Enforcement Action, any agreement between County and Contractor shall terminate immediately.

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

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

25. **Indemnification.** Both parties to this Agreement agree to indemnify, defend and hold harmless the other party and their agents, board members, elected and appointed officials and officers, employees, volunteers, and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with their respective acts or omissions, and the acts or omissions of their officers, agents, employees, independent contractors, subcontractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include injury or death to any person or persons; damage to any property, regardless of where located, including the property of either party; and any workers' compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of either party by any person or entity.

26. **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 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, 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 Department 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 Department 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 Requirement: In the event Contractor has employees 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:

(1) 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 two million dollars (\$2,000,000) aggregate.

(2) The Commercial General Liability and Automobile liability Insurance required in this subsection 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, 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.

C. **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 shall not be suspended, voided, cancelled, or reduced in coverage or in limits except after ten (10) days written notice by Contractor 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. 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.

D. All insurance shall be issued by a company or companies admitted doing 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 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. 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 Contractor is equivalent to the above-required coverages.

F. All insurance afforded by Contractor 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 Contractor'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 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 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 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, and County, at its sole option, may terminate this Agreement immediately.

27. **Modifications of Agreement.** This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.

28. **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 employment taxes, whether federal, State, or local, and compliance with any and all other laws regulating employment.

29. **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 received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.

30. **Nondiscrimination.** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f), et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285, et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

31. **Nonwaiver.** No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by 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.

32. **Notices.** 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 herein below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received five (5) days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to County shall be addressed as follows:

PUBLIC HEALTH SERVICES DEPARTMENT
Attn: Contracts Unit
1800 Mount Vernon Avenue
Bakersfield, CA 93306-3302

Notice to Contractor shall be addressed as follows:

CLINICA SIERRA VISTA
Attn: Olga Meave, MD
9525 Camino Media
Bakersfield, California 93311

Nothing in this Agreement shall be construed to prevent or render ineffective delivery of notices required or permitted under this Agreement by leaving such notice with the receptionist or other person of like capacity employed in Contractor's office, or the receptionist for the Kern County Public Health Services Department.

33. **Ownership of Documents.** All reports, documents, and other items generated or gathered in the course of providing services to County under this Agreement are and shall remain the property of County, and shall be returned to County upon full completion of all services by Contractor or termination of this Agreement, whichever first occurs.

34. **Representations.** Contractor makes the following representations which are agreed to be material to and form a part of the inducement for this Agreement:

A. Contractor has the expertise, licenses, certifications, support staff, and facilities necessary to provide the services described in this Agreement; and

B. Contractor does not have any actual or potential interests 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 shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this Agreement.

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

36. **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.

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

38. **Termination.**

A. County may at its election, without cause, terminate this Agreement by written notice. A Notice of Termination will be deemed effective thirty (30) days after personal delivery, or thirty-five (35) days after mailing by regular U.S. Mail, postage prepaid. In addition, either party may immediately terminate this Agreement should the other party fail to substantially perform in accordance with the terms and conditions of this Agreement through no fault of the party initiating the termination. In the event this Agreement is terminated by either party, Contractor shall submit to Department all files, memoranda, documents, correspondence, and other items generated in the course of performing this Agreement, within thirty (30) days after the effective date of any written Notice of Termination.

B. 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 law or regulatory rule or regulation or condition of accreditation or certification; (iii) the loss of reputation by County; or (iv) 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.

C. 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.

40. **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.

41. **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.

42. **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.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, 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.

COUNTY OF KERN

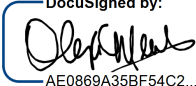
Date: _____

By _____
Chairman, Board of Supervisors

"County"

CLINICA SIERRA VISTA

Date: 7/14/2026

DocuSigned by:

By _____
AE0869A35BF54C2...
Olga Meave, Chief Executive Officer

"Contractor"

APPROVED AS TO CONTENT:
Public Health Services Department

Date: 7/14/2026

DocuSigned by:

By _____
CE023B55E7934CC...
Brynn Carrigan, Director

"Department"

APPROVED AS TO FORM:
Office of the County Counsel

Date: _____

By _____
Stephanie Bouey, Deputy

Scope of Work

Exhibit A

SCOPE OF WORK

1. Increase the proportion of priority populations at high risk for sexually transmitted infection who receive testing and know their status
2. Contractor to provide STI prevention services to clients at high risk of STI infection
 - A. STI education
 - B. Completed medical appointment with primary care, infectious disease, gastroenterology, hepatic specialist, or other medical profession to address STI care
 - C. Enrollment of health insurance programs as needed
 - D. Support to attend medical appointments, such as scheduling appointments, and transportation to and from appointments
3. Contractor to provide care coordination and treatment assurance to clients identified with STI infection
 - A. Ensure completed medical appointment with primary care, infectious disease, gastroenterology, hepatologist, or other medical profession to address STI care
 - B. Support patient in completing treatment, including obtaining medication from pharmacy when needed, evaluating and overcoming compliance issues, monitoring for medication side effects, ensuring patient attends follow-up medical and laboratory appointments
4. Contract to refer clients to supportive services including, but not limited to:
 - A. Substance use services
 - B. Mental health and behavioral services
 - C. Homeless prevention and housing services
 - D. STD screening services, including but not limited to chlamydia, gonorrhea, syphilis, and HIV
 - E. HIV prevention services such as HIV Pre-exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP)
5. Contractor to increase organizational capacity and sustainable delivery of STI services
 - A. Completion of STI educational trainings for all staff participating in program, and any other identified staff
 - B. Familiarity with low-cost and medication assistance programs
 - C. Integration of STI case management with other existing case management services
6. Contractor to participate in related local, regional, and statewide meetings, including but not limited to.
 - A. Attendance and participation in at least 8 out of 10 monthly Kern County Sexual Health & Harm Reduction Collaborative meetings is required
 - B. Attendance and participation in regional or statewide meeting(s) as requested. These meetings are required and may include out of county travel.
7. Contractor to complete reports, budgets, and other documentation as requested by Department
 - A. Participate in regular case conferences on clients prior to data and/or report submittal.
 - B. Review individual client progress. Determine action items and ensure follow-up.

Scope of Work

Exhibit A

DELIVERABLES

1. Contractor to describe linkage to care and care coordination activities
 - A. Any changes to linkage to care and/or care coordination activities reported within one month change
 - B. The number and percent of clients with a positive STI result with evidence of CDC/CDPH recommended treatment must be tracked with a target percentage of 90 percent for both CT, GC, and syphilis.
 - C. Copies of health education materials (brochures, websites, etc.) provided to patients. Must be available in English and Spanish.
2. Contractor to collect and submit specified data on a regular basis
 - A. STI data metrics report monthly
 - B. Description of priority populations and settings and STI care coordination activities will be submitted to KCPH with that information then will be forwarded to CDPH.
 - C. Number of people tested for CT and GC
 - D. Number of people receiving any initial syphilis test (RPR or treponemal)
 - E. Number of people with a positive/reactive initial syphilis test
 - F. Number of people receiving both an RPR and treponemal (FTA-ABS, TP-PA, EIA) tests
 - G. Number and percent of people who were newly diagnosed with syphilis among those who received any initial syphilis test (Target: at least 2%)
 - H. Number and percent of people diagnosed with syphilis (any stage) who initiated CDC/CDPH recommended treatment, by syphilis stage (early or late/unknown duration)
 - I. Number and percent of people diagnosed with late/unknown duration syphilis who completed CDC/CDPH recommended treatment
 - J. Number and percent of people diagnosed with primary, secondary or late/unknown duration syphilis who required navigation to care or treatment services that were successfully linked to care
 - K. Where applicable, number of people provided/prescribed doxy-PEP among those tested for an STI
 - L. Where applicable, number of people provided/prescribed HIV PrEP among those who test negative for HIV
 - M. Number of clients referred for STI case treatment or care
 - N. Number of clients successfully reached
 - O. Average number of days between client referral and successful contact
 - P. Number of clients who attend first medical appointment
 - Q. Average number of days between STI referral and first medical appointment
 - R. Number of clients referred to supportive services, by supportive service
 - S. Number of clients receiving service through a referred supportive service
3. Description of supportive services provided in selected priority populations and settings will be submitted to KCPH with that information then being forwarded to CDPH.
4. Electronic tracking sheets for incentives and material supports to ensure appropriate utilization of items, as needed per CDPH guidelines.

Scope of Work

Exhibit A

5. Description of integrated STI activities into outreach, prevention, testing, patient navigation, care coordination, treatment services, and/or outbreak response for HIV, mpox, viral hepatitis, drug overdose (and other communicable diseases transmissible via sexual contact or injection drug use upon approval from CDPH), as indicated by local epidemiology.
6. Contractor to provide proof of attendance at local, regional, and statewide meetings
 - A. Proof of attendance may include but is not limited to copy of sign-in sheet, certificate of attendance, meeting agenda, or meeting minutes.
 - B. Contractor to provide budgets, reports, or other documentation as requested.

TIMEFRAME FOR DELIVERY OF SERVICES

1. Contractor must initiate and document attempted contact with each client within 1 week of referral or positive test result.
2. Contractor may not consider a referred client lost to follow up until contact methods are exhausted, and at least one month of no return contact has elapsed. At least three attempts at contact which span multiple type of contact methods (phone call, text message, email, postal mail, home visit, etc.) documented in patient's record at initial referral, during follow-up, and any time patient is noncompliant with case management and/or treatment regimen.
3. Contractor must complete client case assessment within 1 week of successful contact with client. Case assessment could occur at same time of initial contact.
4. Contract must refer client to additional services, if identified as a need in case management assessment, within 3 business days of case assessment. Referrals could be given at same time as case assessment.
5. Contractor must confirm client has STI medical appointment scheduled within 2 weeks of case assessment. Actual appointment date may be outside the 2-week window.
6. Contractor must confirm client attended appointment within 3 business days of the scheduled appointment. If client did not attend appointment, contractor must attempt to reschedule within 1 week of identifying missed appointment. Actual appointment date may be outside the 1-week window.
7. If medication is not prescribed at STI medical appointment, Contractor must ensure patient completes recommended STI medical follow-up (e.g. laboratory testing, additional medical appointments, referral to specialist) in a timely manner.
8. If STI medication is prescribed, contractor must confirm client has received medication within 1 week of prescription being written. If client has barriers to access to medication (including lack of health coverage), contractors must initiate process to enroll patient in medication assistance programs within 1 week of prescription being written.
9. Contractor must follow up with client within 1 week of medication being received to ensure adherence and assess for potential side effects. Contractor must refer clients with any adherence or side effect issues to the prescribing medical provider.

Scope of Work

Exhibit A

10. Contractor must maintain routine communication with the client for the duration of the treatment regimen and medical follow-up. This includes but is not limited to at least one successful contact per month. Successful contact could include phone or text message conversations, home visits, accompaniment to medical appointments, etc.

11. Contractor must maintain at least monthly communication with Department regarding all patients. This may include regular case conferencing.

12. Contractor must meet all deadlines proposed by the Department for submitting, reports, budgets, or other documentation.

13. Contractor must respond to any requests by the Department within 5 business days. Request may not necessarily be completed within that 5-day window, but a response on having received request and progress must be provided.

Clinica Sierra Vista**Project Name: STI PREVENTION AND COLLABORATION ALLOCATION****Project ID: CSTD 25210****Contract Term: July 1, 2026 – June 30, 2031****Fiscal Year 2026-2027: July 1, 2026 – June 30, 2027****Budget**

Line	Description	Note	Original
A	Personnel & Benefits		
1	Program Supervisor - HCH	40%	48,767.00
2	Medical Case Manager	25%	16,014.00
3	Grant Accountant	15%	14,609.00
4	Front Office Coordinator	50%	30,121.00
5	Medical Assistant II	40%	27,294.00
6	Associate Fellowship Director	10%	39,000.00
	Total Personnel & Benefits		175,806.00
C	Operating Expenses		
1	Patient Supplies		24,635.00
	Total Operating Expenses		24,635.00
D	Travel (meetings, site visits, training)		
1	Mileage		10,808.00
	Total Travel		10,808.00
E	Other Costs		
1	Food Vouchers		16,050.00
2	Shelter		13,750.00
	Total Other Costs (Subcontractors)		29,800.00
	Indirect Costs	15%	26,232.00
BUDGET TOTAL			267,281.00
SUMMARY:			
	Personnel		175,806.00
	Operating		24,635.00
	Travel		10,808.00
	Other Costs		29,808.00
	Total		241,049.00
	Indirect Costs		26,232.00
Fiscal Year 2026-2027 BUDGET TOTAL			267,281.00

Clinica Sierra Vista**Project Name: STI PREVENTION AND COLLABORATION ALLOCATION****Project ID: CSTD 25210****Contract Term: July 1, 2026 – June 30, 2031****Fiscal Year 2027-2028: July 1, 2027 – June 30, 2028****Budget**

Line	Description	Note	Original
A	Personnel & Benefits		
1	Program Supervisor - HCH	40%	48,767.00
2	Medical Case Manager	25%	16,014.00
3	Grant Accountant	15%	14,609.00
4	Front Office Coordinator	50%	30,121.00
5	Medical Assistant II	40%	27,294.00
6	Associate Fellowship Director	10%	39,000.00
	Total Personnel & Benefits		175,806.00
C	Operating Expenses		
1	Patient Supplies		24,635.00
	Total Operating Expenses		24,635.00
D	Travel (meetings, site visits, training)		
1	Mileage		10,808.00
	Total Travel		10,808.00
E	Other Costs		
1	Food Vouchers		16,050.00
2	Shelter		13,750.00
	Total Other Costs (Subcontractors)		29,800.00
	Indirect Costs	15%	26,232.00
BUDGET TOTAL			267,281.00
SUMMARY:			
	Personnel		175,806.00
	Operating		24,635.00
	Travel		10,808.00
	Other Costs		29,808.00
	Total		241,049.00
	Indirect Costs		26,232.00
Fiscal Year 2027-2028 BUDGET TOTAL			267,281.00

Clinica Sierra Vista**Project Name: STI PREVENTION AND COLLABORATION ALLOCATION****Project ID: CSTD 25210****Contract Term: July 1, 2026 – June 30, 2031****Fiscal Year 2028-2029: July 1, 2028 – June 30, 2029****Budget**

Line	Description	Note	Original
A	Personnel & Benefits		
1	Program Supervisor - HCH	40%	48,767.00
2	Medical Case Manager	25%	16,014.00
3	Grant Accountant	15%	14,609.00
4	Front Office Coordinator	50%	30,121.00
5	Medical Assistant II	40%	27,294.00
6	Associate Fellowship Director	10%	39,000.00
	Total Personnel & Benefits		175,806.00
C	Operating Expenses		
1	Patient Supplies		24,635.00
	Total Operating Expenses		24,635.00
D	Travel (meetings, site visits, training)		
1	Mileage		10,808.00
	Total Travel		10,808.00
E	Other Costs		
1	Food Vouchers		16,050.00
2	Shelter		13,750.00
	Total Other Costs (Subcontractors)		29,800.00
	Indirect Costs	15%	26,232.00
BUDGET TOTAL			267,281.00
SUMMARY:			
	Personnel		175,806.00
	Operating		24,635.00
	Travel		10,808.00
	Other Costs		29,808.00
	Total		241,049.00
	Indirect Costs		26,232.00
Fiscal Year 2028-2029 BUDGET TOTAL			267,281.00

Clinica Sierra Vista**Project Name: STI PREVENTION AND COLLABORATION ALLOCATION****Project ID: CSTD 25210****Contract Term: July 1, 2026 – June 30, 2031****Fiscal Year 2029-2030: July 1, 2029 – June 30, 2030****Budget**

Line	Description	Note	Original
A	Personnel & Benefits		
1	Program Supervisor - HCH	40%	48,767.00
2	Medical Case Manager	25%	16,014.00
3	Grant Accountant	15%	14,609.00
4	Front Office Coordinator	50%	30,121.00
5	Medical Assistant II	40%	27,294.00
6	Associate Fellowship Director	10%	39,000.00
	Total Personnel & Benefits		175,806.00
C	Operating Expenses		
1	Patient Supplies		24,635.00
	Total Operating Expenses		24,635.00
D	Travel (meetings, site visits, training)		
1	Mileage		10,808.00
	Total Travel		10,808.00
E	Other Costs		
1	Food Vouchers		16,050.00
2	Shelter		13,750.00
	Total Other Costs (Subcontractors)		29,800.00
	Indirect Costs	15%	26,232.00
BUDGET TOTAL			267,281.00
SUMMARY:			
	Personnel		175,806.00
	Operating		24,635.00
	Travel		10,808.00
	Other Costs		29,808.00
	Total		241,049.00
	Indirect Costs		26,232.00
Fiscal Year 2029-2030 BUDGET TOTAL			267,281.00

Clinica Sierra Vista**Project Name: STI PREVENTION AND COLLABORATION ALLOCATION****Project ID: CSTD 25210****Contract Term: July 1, 2026 – June 30, 2031****Fiscal Year 2030-2031: July 1, 2030 – June 30, 2031****Budget**

Line	Description	Note	Original
A	Personnel & Benefits		
1	Program Supervisor - HCH	40%	48,767.00
2	Medical Case Manager	25%	16,014.00
3	Grant Accountant	15%	14,609.00
4	Front Office Coordinator	50%	30,121.00
5	Medical Assistant II	40%	27,294.00
6	Associate Fellowship Director	10%	39,000.00
	Total Personnel & Benefits		175,806.00
C	Operating Expenses		
1	Patient Supplies		24,635.00
	Total Operating Expenses		24,635.00
D	Travel (meetings, site visits, training)		
1	Mileage		10,808.00
	Total Travel		10,808.00
E	Other Costs		
1	Food Vouchers		16,050.00
2	Shelter		13,750.00
	Total Other Costs (Subcontractors)		29,800.00
	Indirect Costs	15%	26,232.00
BUDGET TOTAL			267,281.00
SUMMARY:			
	Personnel		175,806.00
	Operating		24,635.00
	Travel		10,808.00
	Other Costs		29,808.00
	Total		241,049.00
	Indirect Costs		26,232.00
Fiscal Year 2030-2031 BUDGET TOTAL			267,281.00

BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT ("BAA") is by and between County of Kern (Covered Entity ("CE")) and **CONTRACTOR** (Business Associate ("BA")).

RECITALS:

A. CE wishes to exchange certain information with BA pursuant to the terms of the Agreement, some of which may constitute Protected Health Information ("PHI") (defined below).

B. CE and BA intend to protect the privacy and provide for the security of PHI disclosed to BA pursuant to the Agreement in compliance with 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.

C. As part of the HIPAA Regulations, the Privacy Rule and the Security Rule (defined below) require CE to enter into a contract containing specific requirements with BA prior to the disclosure of PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e) of the Code of Federal Regulations ("CFR") and contained in this Exhibit.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

1. **Definitions.**

Catch-all definition:

The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

(a) **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the party to this Exhibit.

(b) **Covered Entity.** "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Exhibit.

(c) **HIPAA Rules.** "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

(d) **Electronic Health Record** shall have the meaning given to such term in the HITECH Act, including, but not limited to 42 U.S.C. Section 17921.

(e) **Privacy Rule** shall mean the HIPAA Regulation that is codified at 45 CFR Parts 160 and 164, Subparts A and E.

2. **Obligations and Activities of Business Associate.**

Business Associate agrees to:

(a) Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

(b) Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

(c) Report to covered entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware;

(d) In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information;

(e) Make available protected health information in a designated record set to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.524;

(f) Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy covered entity's obligations under 45 CFR 164.526;

(g) Maintain and make available the information required to provide an accounting of disclosures to the covered entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528;

(h) To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s); and

(i) Make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services (the "Secretary") for purposes of determining compliance with the HIPAA Rules.

3. Permitted Uses and Disclosures by Business Associate.

(a) Business associate may only use or disclose protected health information as necessary to perform the services set forth in the Agreement.

(b) Business associate may use or disclose protected health information as required by law.

(c) Business associate agrees to make uses and disclosures and requests for protected health information consistent with covered entity's minimum necessary policies and procedures.

(d) Business associate may not use or disclose protected health information in a manner that would violate Subpart E of 45 CFR Part 164 if done by covered entity except for the specific uses and disclosures set forth below.

(e) Business associate may use protected health information for the proper management and administration of the business associate or to carry out the legal responsibilities of the business associate.

(f) Business associate may disclose protected health information for the proper management and administration of business associate or to carry out the legal responsibilities of the business associate, provided the disclosures are required by law, or business associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies business associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(g) Business associate may provide data aggregation services relating to the health care operations of the covered entity.

4. Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions.

(a) Covered entity shall notify business associate of any limitation(s) in the notice of privacy practices of covered entity under 45 CFR 164.520, to the extent that such limitation may affect business associate's use or disclosure of protected health information.

(b) Covered entity shall notify business associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect business associate's use or disclosure of protected health information.

(c) Covered entity shall notify business associate of any restriction on the use or disclosure of protected health information that covered entity has agreed to or is required to abide by under 45 CFR 164.522, to the extent that such restriction may affect business associate's use or disclosure of protected health information.

(d) Reporting of Improper Access, Use, or Disclosure. BA shall report to CE in writing of any access, use or disclosure of Protected Information not permitted by the Agreement, and any Breach of Unsecured PHI of which it becomes aware without unreasonable delay and in no case later than ten (10) calendar days after discovery [42 U.S.C. Section 17921; 45 CFR Section 164.504(e)(2)(ii)(C); 45 CFR Section 164.308(b)].

(e) Business Associate's Agents. BA shall ensure that any agents, including subcontractors, to whom it provides Protected Information, agree in writing to the same restrictions and conditions that apply to BA with respect to such PHI and implement the safeguards required by subsection c above with respect to Electronic PHI [45 CFR Section 164.504(e)(2)(ii)(D); 45 CFR Section 164.308(b)]. BA shall implement and maintain sanctions against agents and subcontractors that violate such restrictions and conditions and shall mitigate the effects of any such violation (see 45 CFR Sections 164.530(f) and 164.530(e)(1)).

(f) Amendment of PHI. If applicable within ten (10) days of receipt of a request from CE for an amendment of Protected Information or a record about an individual contained in a Designated Record Set, BA or its agents or subcontractors shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or subcontractors. BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or subcontractors shall be the responsibility of CE [45 CFR Section 164.504(e)(2)(ii)(F)].

(g) Accounting Rights. Within ten (10) days of notice by CE of a request for an accounting of disclosures of Protected Information, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. However, accounting of disclosures from an Electronic Health Record for treatment, payment, or health care operations purposes are required to be collected and maintained for only three (3) years prior to the request, and only to the extent that BA maintains an electronic health record and is subject to this requirement. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed; and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in sections 2.b. of this Exhibit [45 CFR Sections 164.504(e)(2)(ii)(G) and 165.528]. The provisions of this subsection shall survive the termination of this Agreement.

(h) Governmental Access to Records. BA shall make its internal practices, books, and records relating to the use and disclosure of Protected Information available to CE and to the Secretary for purposes of determining BA's compliance with the Privacy Rule [45 C.F.R. Section 164.504(e)(2)(ii)(H)]. BA shall provide to CE a copy of any Protected Information that BA provides to the Secretary concurrently with providing such Protected Information to the Secretary.

(i) Data Ownership. BA acknowledges that BA has no ownership rights with respect to the Protected Information.

(j) Notification of Breach. During the term of the Agreement, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and State laws and regulations.

(k) Breach Pattern or Practice by Covered Entity. Pursuant to 42 U.S.C. Section 17934(b), if the BA knows of a pattern of activity or practice of the CE that constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement, the BA must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the BA must terminate the Agreement or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the U.S. Department of Health and Human Services ("DHHS"). BA shall provide written notice to CE of any pattern of activity or practice of CE that BA believes constitutes a material breach or violation of the CE's obligations under the Agreement, Exhibit, or other arrangement within five (5) days of discovery and shall meet with CE to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.

(l) Audits, Inspection and Enforcement. Within ten (10) days of a written request by CE, BA and its agents or subcontractors shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Exhibit for the purpose of determining whether BA has complied with this Exhibit; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing, and location of such an inspection; (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Exhibit, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Agreement or Exhibit, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights.

5. **Termination.**

a. Material Breach. A breach by BA of any provision of this Exhibit, as determined by CE, shall constitute a material breach of the Agreement and shall provide grounds for immediate termination of the Agreement, any provision in the Agreement to the contrary notwithstanding [45 CFR Section 164.504(e)(2)(iii)].

b. Judicial or Administrative Proceedings. CE may terminate the Agreement effective immediately, if (i) BA is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws or (ii) a finding or stipulation that the BA has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceeding in which the party has been joined.

c. Obligations of Business Associate Upon Termination.

Upon termination of this Agreement for any reason, business associate, with respect to protected health information received from covered entity, or created, maintained, or received by business associate on behalf of covered entity, shall:

- i. Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
- ii. Return to covered entity the remaining protected health information that the business associate still maintains in any form;
- iii. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this section, for as long as business associate retains the protected health information;
- iv. Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out in this Agreement above which applied prior to termination; and
- v. Return to covered entity or, if agreed to by covered entity, destroy the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

6. **Indemnification.** BA agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from any and all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) of whatever kind or nature, which arise out of or are in any way connected with any negligent act or omission of BA or BA's officers, agents, employees, independent BAs, subcontractor of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include 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 BA by any person or entity.

7. **Disclaimer.** CE makes no warranty or representation that compliance by BA with this Exhibit, HIPAA, the HITECH Act, or the HIPAA Regulations will be adequate or satisfactory for BA's own purposes. BA is solely responsible for all decisions made by BA regarding the safeguarding of PHI.

8. **Certification.** To the extent that CE determines that such examination is necessary to comply with CE's legal obligations pursuant to HIPAA relating to certification of its security practices, CE or its authorized agents or contractors, may, at CE's expense, examine BA's facilities, systems, procedures and records as may be necessary for such agents or contractors to certify to CE the extent to which BA's security safeguards comply with HIPAA, the HITECH Act, the HIPAA Regulations or this Exhibit.

9. **Amendment.**

a. Amendment to Comply with Law. The parties acknowledge that State and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement or Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act,

the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Agreement upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement or Exhibit when requested by CE pursuant to this section or (ii) BA does not enter into an amendment to the Agreement or Exhibit providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

10. **Assistance in Litigation or Administrative Proceedings.** BA shall make itself, and any subcontractors, employees, or agents assisting BA in the performance of its obligations under the Agreement or Exhibit, available to CE, at no cost to CE, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CE, its directors, officers, or employees based upon a claimed violation of HIPAA, the HITECH Act, The Privacy Rule, the Security Rule, or other laws relating to security and privacy, except where BA or its subcontractor, employee, or agent is a named adverse party.

11. **No Third-Party Beneficiaries.** Nothing express or implied in the Agreement or Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CE, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

12. **Effect on Agreement.** Except as specifically required to implement the purposes of this Exhibit, or to the extent inconsistent with this Exhibit, all other terms of the Agreement shall remain in force and effect.

13. **Interpretation.** The provisions of this Exhibit shall prevail over any provisions in the Agreement that may conflict or appear inconsistent with any provision in this Exhibit. This Exhibit and the Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule. The parties agree that any ambiguity in this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the Privacy Rule, and the Security Rule.

14. **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.

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Kern County Administrative Bulletin



ADMINISTRATIVE BULLETIN NO. 19

Issued: January 23, 2024

SUBJECT: FREE SPEECH POLICY

Purpose

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

First Amendment Rights

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

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

Free Speech Policy

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

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

Every County employee, and other person acting on behalf of the County, including members of the Board of Supervisors, is prohibited from unlawfully discriminating against, harassing, or retaliating against an employee, employment applicant, or contractor because the employee, employment applicant, or contractor exercised their First Amendment Rights, or because they filed a complaint or participated in an investigation under this Free Speech Policy.

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.

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

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

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

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

Examples of unlawful discrimination:

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

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

Complaint and Investigation Procedure

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

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

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

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

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

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

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

Department heads may establish departmental policies and internal complaint procedures provided that those policies and procedures are consistent with this Policy.

Nothing in this Policy shall abrogate any legal evidentiary standards in a court of law.

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

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

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

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

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

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

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

Free Speech Retained Expert:
Barry McDonald, (310) 506-4668; barry.mcdonald@pepperdine.edu