



REQUEST FOR PROPOSAL

**OLDER AMERICANS ACT and WELFARE INSTITUTIONS CODE
Title IIB, VIIA, VIIB & Ombudsman Initiative**

**DUE: March 12, 2026
TIME: 11:00 AM**

COUNTY OF KERN
DEPARTMENT OF AGING AND ADULT SERVICES
Request for Proposal to Provide:
Older Americans Act
Title IIIB & VIIA: Ombudsman
Title VIIB: Elder Abuse Prevention

The County of Kern Area Agency on Aging, locally known as the Aging and Adult Services Department (AASD), is seeking qualified vendors to provide proposals for: Ombudsman Initiative, Title III, and Title VII Ombudsman Services.

Proposers are specifically directed not to contact any County personnel, other than the Contact Person indicated below, for any purpose related to this RFP. **Unauthorized contact of any County personnel may be cause for rejection of a vendor’s proposal.** All inquiries concerning this RFP should be directed to the following Contact Person:

Martin Reynoso, Administrative Coordinator

Kern County Aging & Adult Services Department
5357 Truxtun Avenue
Bakersfield, CA 93309
E-mail: reynosom@kerncounty.com; Telephone (661) 868-1061

Envelopes containing the Proposals are to be marked:

Proposal: Title IIIB, VIIA, VIIB & Ombudsman Initiative

Projected Timetable

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

Issuance Date **February 10, 2026**
Pre-Proposal Meeting **February 25, 2026**
Letter of Intent Due Date **February 26, 2026**
Proposal Due Date **March 12, 2026**
Proposal Due Time **Before 11:00 a.m.**

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

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Scope of Work Specifications and Requirements Attachment “A”

Application Packet (Includes Sample Agreement) Exhibit “1”

I. GENERAL INFORMATION

A. PROJECT BACKGROUND AND DESCRIPTION

1. The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified public, non-profit, or for-profit organizations to provide services within Kern County through a Contract for Funds for one year renewable yearly for up to two (2) fiscal years for Ombudsman Initiative, Title III, and Title VII Ombudsman Services.
2. **About the Kern County Aging and Adult Services Department (Area Agency On Aging).** The Kern County Aging and Adult Services Department, pursuant to the Older Americans Act, is charged to provide leadership in developing consumer-oriented systems of services for older persons in Kern County. This challenge is accomplished under the governance of the Kern County Board of Supervisors, and a citizen council, the Commission on Aging, which develops policy and program recommendations. In addition, the Aging and Adult Services Department is responsible for providing customer-centered services based on the goals and objectives defined in the Four-Year Area Plan.
3. **About the Planning and Service Area.** The Older Americans Act of 1965 provides, through funding to the states, assistance with programs that help persons age 60 and over. The focus of the programs is to assist older persons to secure and maintain maximum independence and dignity in a home environment; to remove individual and social barriers to economic and personal independence; and to provide a continuum of care for the vulnerable elderly. Emphasis is placed on those older persons in greatest social and economic need, especially low income, minority persons. The California Department of Aging (CDA) administers the Older Americans Act through contracts with Area Agencies on Aging (AAA). The AAA locally is the Kern County Aging and Adult Services Department (AASD). Each AAA has a geographical area in which it is responsible for providing services; this area is known as a Planning and Service Area (PSA). Kern County is PSA #33. The AAA is required by the Older Americans Act to develop a four year Area Plan which “shall provide, through a comprehensive and coordinated system, for supportive services, [and] nutrition services . . . including determining the extent of need for supportive services, [and] nutrition services . . . [and for] evaluating the effectiveness of the use of resources in meeting such need(s) and entering into agreements with providers of supportive services, [and] nutrition services... for the provision of such services.”

4. DEFINITIONS AND REQUEST FOR PROPOSAL (RFP)

Wherever these words occur in this RFP, they shall have the following meaning:

- a. **“Addenda”** shall mean an amendment or modification to the Request for Proposals (RFP).
- b. **“Bid”** shall mean the proposal submitted by a Bidder consistent with the Instructions to Bidders, to complete the work for a specified sum of money and within a specified period of time.
- c. **“Bidder”** shall mean an individual, firm, partnership or corporation that submits a qualified Bid for the work.

- d. **“Provider”** shall mean any employee, agent or representative of the contract company used in conjunction with the performance of the contract. For the purposes of this RFP, Provider and Bidder are used interchangeably.
- e. **“COUNTY”** shall mean the County of Kern and The Area Agency on Aging. For purposes of this RFP, (AASD, agency acronym) and County are used interchangeably.
- f. **“Letter of Intent”** shall mean the document that must be submitted to the Kern County Aging and Adult Services by the Letter of Intent Due Date of February 26, 2026
- g. **“RFP”** shall mean Request for Proposal.

5. DEFINITIONS SPECIFIC TO OAA TITLE III & VII PROGRAMS

- a. **Caregiver Assessment:** a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in OAA §373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]
- b. **Child:** an individual who is not more than eighteen (18) years of age, and has not yet attained the statutory age of majority [Cal. Fam. Code §§ 6500-6502]
- c. **Coordination:** activities that involve the active participation of the AAA staff to include liaison with non-Older Americans Act funded agencies and organizations for the purpose of avoiding duplication, improving services, resolving problems related to service delivery, and addressing the service needs of the eligible service population.
- d. **Eligible Service Population for Title III B and D:** individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
- e. **Eligible Service Population for Title III C-1 and C-2:** individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with LEP, and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7125, 7127, 7130, 7135]
 - (1) Individuals eligible to receive a meal at a congregate nutrition site are:
 - i. Any older individual.
 - ii. The spouse of any older individual.

- iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.
- iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.
- v. A volunteer under age sixty (60), if doing so will not deprive an older individual age sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

(2) Individuals eligible to receive a home-delivered meal are individuals who are:

- i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.) [45 Code of Federal Regulations (CFR) 1321.69(a)].
- ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.
- iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

f. Eligible Service Population for Title III E: an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer’s disease or a related disorder with neurological and organic brain dysfunction. Older relative caregivers (age 55+) who are primarily caring for a child or individual with a disability are also eligible for services. [OAA § 302(3)]

g. Older relative caregiver: a caregiver who:

- (1) is age 55 or older; and
- (2) lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;
- (3) In the case of a caregiver for a child:
 - i. is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;
 - ii. is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and

- iii. has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally
- (4) In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability. [OAA § 372(a)(4)(C)]
- h. Indirect Costs:** costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost objective specifically benefited, without effort disproportionate to the results achieved.
 - i. Individual with a disability:** an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(3)]
 - j. In-kind Contributions:** the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
 - k. Matching Contributions:** local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.
 - l. Non-Matching Contributions:** local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
 - m. Nutrition Education:** an intervention targeting OAA participants and caregivers that uses information dissemination, instruction, or training with the intent to support food, nutrition, and physical activity choices and behaviors (related to nutritional status) in order to maintain or improve health and address nutrition-related conditions. Content is consistent with the Dietary Guidelines for Americans; is accurate, culturally sensitive, regionally appropriate, and considers personal preferences; and is overseen by a registered dietitian or individual of comparable expertise as defined in the OAA.
 - n. Nutrition Services Incentive Program (NSIP):** the program whose purpose is to provide incentives to encourage and reward effective performance by AAAs in the efficient delivery of nutritious meals to older individuals. The program consists of a cash allotment based on the ratio of the number of meals served by each Planning and Service Area (PSA) compared to the total number of meals served in the State in the prior-prior federal fiscal year.
 - o. One-Time-Only Funds means:**
 - (1) Titles III and VII federal funds allocated to the AAA in a State fiscal year that are not expended or encumbered for services and administration provided by June 30 of that fiscal year as reported to the CDA in the Area Plan Financial Closeout Report. [22 CCR 7314(a)(6)]

- (2) Title III and VII federal funds recovered from an AAA as a result of a fiscal audit determination and resolution by CDA. [22 CCR 7314(a)(7)]
 - (3) Supplemental Title III and Title VII program funds allocated by the Administration on Aging to CDA as a result of the federal reallocation process. [22 CCR 7314(a)(8)]
- p. Priority Services for Title III B:** those services associated with access to services (transportation, outreach, information and assistance, and case management); in-home services including supportive services such as respite and visiting, for families of older individuals who are victims of Alzheimer’s disease and related disorders with neurological and organic brain dysfunction; and legal assistance.
- q. Priority Services for Title III E:** services provided to:
- (1) Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)
 - (2) Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]
 - (3) Family caregivers who provide care for individuals with Alzheimer’s disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]
- r. Program Development:** activities that either establish a new service or expand or integrate existing services.
- s. Program Income:** revenue generated by the AAA or the subcontractor from program-supported activities and may include:
- (1) Voluntary contributions received from a participant or other party for services received.
 - (2) Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Program Guide and the MOU.
 - (3) Royalties received on patents and copyrights from Program Guide and MOU-supported activities.
 - (4) Proceeds from the sale of goods created under CDA grant funds.
- t. Program Requirements:** Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- u. Title III B (Supportive Services):** a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined

in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]

- v. **Title III C-1 (Congregate Nutrition Services):** nutrition services provided to older individuals in an in-person or virtual congregate setting. Services include meals, nutrition education, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]
- (1) Be open to the public. [45 CFR 1321.53(b)(3)]
 - (2) Not means test. [OAA § 315(b)(3)]
 - (3) Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]
 - (4) Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]
- w. **To-Go Meals;** To-Go Meals: meals that are picked up by individuals 60 years of age or older (or their agent) or delivered to individuals 60 years of age or older who are not comfortable dining in a congregate meal setting.
- (1) C-1: To-Go meals are categorized as C-1 meals if they are consumed onsite and include in-person interaction (e.g., dining at congregate site such as restaurant, food truck, etc. or one-on-one with program volunteer) or consumed offsite and include virtual interaction (e.g., group interaction via Zoom, FaceTime, etc. or one-on-one with program volunteer via telephone) during the meal.
 - (2) C-2: To-Go meals are categorized as C-2 meals if they are consumed offsite without in-person or virtual interaction.
- x. **Title III C-2 (Home-Delivered Nutrition Services):** nutrition services provided to frail, homebound, or isolated older individuals via home delivery or picked-up and consumed at their place of residence or otherwise outside of in-person or virtual congregating. Services include meals, nutrition education, and nutrition risk screening.

Each meal shall provide one-third (1/3) of the DRI and comply with the most current Dietary Guidelines for Americans. [22 CCR 7135, 22 CCR 7638.7(c)]

- y. **Title III D (Health Promotion Evidence Based):** disease prevention and health promotion programs that are based on scientific evidence and demonstrated through rigorous evaluation to be effective in improving the health of older adults. Title III D evidence-based health promotion programs include programs related to the prevention and mitigation of the effects of chronic diseases (including osteoporosis, hypertension, obesity, diabetes, and cardiovascular disease), infectious disease, and vaccine-preventable disease, and prevention

of sexually transmitted diseases. Evidence-based services also include programs focused on alcohol and substance abuse reduction, chronic pain management, smoking cessation, weight loss and control, stress management, falls prevention, physical activity, and improved nutrition. [OAA 102 (14)(D)]

z. Title III E Family Caregiver Support Program (FCSP) Categories are:

- (1) Information Services
- (2) Access Assistance
- (3) Support Services
- (4) Respite Care
- (5) Supplemental Services

[OAA 373(b)(1)(2)(3)(4)(5)]

6. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – LONG-TERM CARE OMBUDSMAN PROGRAMS)

- a. **Eligible Service Population:** individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]
- b. **Local Ombudsman Program Coordinator:** the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman Program, including implementation of federal and State requirements. [OAA § 712(a)(5)(A); Welf. & Inst. Code § 9701(d)]
- c. **Local Ombudsman Program:** either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman’s criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]
- d. **Office of the State Long-Term Care Ombudsman (OSLTCO):** the office established by CDA to carry out the State Long-Term Care Ombudsman Program, both directly and by contract between CDA and the AAAs. As a program of CDA, OSLTCO is responsible for activities that promote the development, coordination, and utilization of Ombudsman services. OSLTCO establishes and maintains effective communication with programs that provide legal services for the elderly and advocacy services of a similar nature that receive funding or official designation from the State. OSLTCO analyzes data, monitors government actions, and provides recommendations pertaining to long-term care facilities and services. OSLTCO periodically updates training procedures for Local Ombudsman Programs and provides them

with administrative and technical assistance. [OAA §§ 711(1), 712(a)(1), 712(h); 45 CFR 1324.1; Welf. & Inst. Code §§ 9710, 9716, 9717]

- e. **Ombudsman Representative:** the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
- f. **State Long-Term Care Ombudsman Program:** the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]
- g. **State Long-Term Care Ombudsman (State Ombudsman):** the individual who heads OSLTCO and is responsible to personally, or through representatives of the Office, fulfill the functions, responsibilities and duties set forth in OAA § 712(a)(3) [OAA §§ 712(a)(2); 45 CFR 1324.1; Welf. & Inst. Code §§ 9701(f), 9711]

7. DEFINITIONS SPECIFIC TO TITLE VII-A (ALLOTMENTS FOR VULNERABLE ELDER RIGHTS PROTECTION ACTIVITIES – PROGRAMS FOR PREVENTION OF ELDER ABUSE, NEGLECT, AND EXPLOITATION)

- a. **Elder Abuse Prevention Programs:** activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]

B. SERVICES REQUIRED OF SUCCESSFUL PROPOSER

The funding period will be July 1, 2026, through June 30, 2028. For each fiscal year, it will be necessary to issue a new contract, effective each July 1st, to reflect the revised funding levels and the revised scope of work for the new fiscal year. The successful proposer is expected to begin services on July 1, 2026.

The County has developed **Attachment “A”** which fully describes the scope of work and services required, deliverables, benchmark requirements, and our anticipated timeline for the start and completion of this project.

Proposer will be expected to review the **Attachment “A”** and Exhibit “1” to understand the expected outcome, what the desired goals and objectives are, what specific problems and challenges need to be solved in order to achieve the required end result.

C. SERVICES PROVIDED BY THE COUNTY

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

D. SELECTION PROCESS

1. All Proposals received by the specified deadline will be reviewed by a County Evaluation Committee. The Evaluation Committee shall be comprised of a minimum of three (3) individuals, and may consist of AAA Advisory Council Members, AAA Staff, and/or other qualified individuals. After the initial scoring, the Evaluation Committee may select those firms deemed most qualified for this project for further evaluation. Interviews of these selected firms may be conducted as part of the final selection process. Proposers are advised that the County, at its option, may award a contract strictly on the basis of the initial Proposals, and not create a short list of Proposals for further consideration. The firm selected by the Evaluation Committee will be recommended to the Board of Supervisors for this project, but the Board is not bound to accept the recommendation or award the project to the recommended firm.
2. The following is a list of general criteria that will be used by the Evaluation Committee in determining its recommendation to the Board of Supervisors. (Please note that the Evaluation Committee may consider other additional information they deem relevant in determining a recommendation to the Board of Supervisors, and may give each of the criteria considered as little or as much weight as they consider appropriate.)

The expected criterion indicators and relative weighting used to evaluate bids/proposals are shown below. Evaluation criteria and instruments are available for review at the Kern County Aging and Adult Services Department. Interested individuals should call the Contact Person to arrange a mutually convenient time during normal business hours.

Attached to this RFP is Attachment “A” and Exhibit “1” (Application packet). The Exhibit/Application Packet “1” consists of the following five parts:

- PART I: ORGANIZATIONAL INFORMATION
- PART II: QUALIFICATIONS AND EXPERIENCE
- PART III: PROJECT APPROACH
- PART IV: BUDGET PROPOSAL AND UNIT COST
- PART V: SAMPLE AGREEMENT

Proposals will be evaluated based on the criteria listed below:

Applicant Agency	20 %
Geographic Presence/ Networking Across Boundaries	10 %
Service Experience	13 %
Service Methodology and Innovation	12 %
Outreach and Publicity to Target Populations	5 %
Customer Service	5 %
Use of Volunteers/Volunteer Experience	5 %
Technological Capability	5 %
Budget Proposal and Unit Costs	<u>25 %</u>
Total % possible	100 %

3. The County reserves the right to reject any and all Proposals and to waive informalities and irregularities in any Proposals received. Absence of required information may render a Proposal non-responsive, in the sole discretion of the County, resulting in rejection of the Proposal.
4. The County may, during the evaluation process, request from any proposer additional information which the County deems necessary to determine the proposer's ability to perform the required services. If such information is requested, the Proposer shall be permitted five (5) working days to submit the information requested.
5. An error in the Proposal may cause the rejection of that Proposal; however, the County may, in its sole discretion, retain the Proposal and make any corrections it deems appropriate. In determining if a correction will be made, the County will consider the conformance of the Proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP. If the proposer's intent is clearly established based on review of the complete Proposal submittal, the County may, at its sole option, correct an error based on that established content. The County may also correct obvious clerical errors. The County may also request clarification from a proposer on any item in a Proposal that County believes to be in error, and make corrections accordingly.
6. The County reserves the right to select the Proposal which in its sole judgment best meets the needs of the County. The recommendation by the Evaluation Committee, and the final selection of a proposer by the Board of Supervisors, shall be based on any information and criteria the Evaluation Committee and Board consider relevant, which may include criteria not listed in paragraph 2 above. **The lowest proposed cost is not the sole criterion for recommending contract award.**
7. All proposers responding to this RFP will be notified of their selection or non-selection in writing.
 - a. All proposers shall have seven (7) calendar days from the date of the written notice to submit any additional information **not previously submitted** to the County representative for final consideration.
 - b. Proposers may request a debrief during the same seven (7) day time period. **No extension will be given.**
8. The County representative will notify the proposers in writing of the date the Department's recommendation is placed on the Board of Supervisors' agenda. Appeal procedures are available for review at the Kern County Aging and Adult Services Department. Interested individuals should call the Contact Person to arrange a mutually convenient time during normal business hours. The tentative Appeal date is April 14,2026.
9. County employees will not participate in the selection process when those employees have a relationship with a person or business entity submitting a Proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any person or business entity submitting a Proposal who has such a relationship with a County employee who may be involved in the selection process shall advise the County of the name of the County employee in the Proposal.

10. Any person or business entity which engages in practices which might result in unlawful activity relating to the selection process including, but not limited to, kickbacks or other unlawful consideration paid to County employees, will be disqualified from the selection process.
11. The process, procedures and evaluation criteria used by County in developing and issuing this RFP and evaluating the Proposals received for purposes of making a recommendation to the Board of Supervisors shall be determined in the sole discretion of the County. Potential proposers shall have no rights whatsoever regarding the processes and procedures used by the County relating to this RFP or the manner in which a proposer is selected by the Board of Supervisors, provided their decisions are not arbitrary and capricious, and there is some reasonable basis for the selection(s) made. The Tentative date for evaluation of bids is March 16, 2026. The tentative date for announcement of awards is April 3, 2026.

E. SOLICITATION CAVEAT

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

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

F. TIME

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

G. STANDARD COUNTY AGREEMENT

No agreement with the County is in effect until a contract has been signed by both parties. Attached to this RFP is **Attachment "A" (Specifications and Requirements)** and **Exhibit "1"**. Exhibit "1" (Application Packet) contains a sample agreement that is in substantially the form the successful proposer will be expected to sign. The final agreement entered into by the County and a successful proposer may include modifications necessary for the particular services to be provided.

The final agreement may include the contents of the RFP, any addenda to this RFP, portions of the successful proposer's proposal and any other modifications determined by the County to be necessary prior to its execution by the parties.

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

The sample agreement included in this RFP is for informational purposes and should not be returned with a proposal; **however, the Proposal shall include a statement that the proposer has reviewed the sample agreement (located in Exhibit “1,”) and either i) will agree to and accept the terms and conditions contained therein if selected, or ii) indicate those specific provisions of the sample agreement terms and conditions to which the proposer takes exception and why.** Raising of significant exceptions in a Proposal, as determined in the sole discretion of the County, may be cause for rejection of the Consultant’s Proposal

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

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

H. INSURANCE REQUIREMENTS

The selected proposer will be required to obtain, as a condition of the award of a contract, and the Proposal shall state that the proposer will obtain the insurance as required in the attached sample agreement shown in Exhibit “1.”

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

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

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

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

insured retentions under all required insurance policies upon the submission of any claim by Vendor or County as an additional insured.

a. Workers' Compensation and Employers Liability Insurance Requirement:

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

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

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

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

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

a. Workers' Compensation and Employers Liability Insurance Requirement:

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

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

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

b. Liability Insurance Requirements:

- (1) Vendor shall maintain in full force and effect, at all times during the term of this Agreement, the following insurance:
 - (a) Commercial General Liability Insurance including, but not limited to, Contractual Liability Insurance (specifically concerning the indemnity provisions of this Agreement with the County), Products-Completed Operations Hazard, Personal Injury (including bodily injury and death), and Property Damage for liability arising out of Vendor's performance of work under this Agreement. The Commercial General Liability insurance shall contain no exclusions or limitation for independent contractors working on the behalf of the named insured. Vendor shall maintain the Products-Completed Operations Hazard coverage for the longest period allowed by law following termination of this Agreement. The amount of said insurance coverage required by this Agreement shall be the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) aggregate.
 - (b) Automobile Liability Insurance against claims of Personal Injury (including bodily injury and death) and Property Damage covering any vehicle and/or all owned, leased, hired and non-owned vehicles used in the performance of services pursuant to this Agreement with coverage equal to the policy limits, which shall be at least one million dollars (\$1,000,000) each occurrence.
 - (c) Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of all required services under this Agreement, with coverage equal to the policy limits, which shall not be less than one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate.
- (2) The Commercial General Liability and Automobile liability Insurance required in this sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 11 85.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.
- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, Vendor, at Vendor's option, shall either (i) maintain said coverage for at

least three (3) years following the termination of this Agreement with coverage extending back to the effective date of this Agreement; (ii) purchase an extended reporting period of not less than three (3) years following the termination of this Agreement; or (iii) acquire a full prior acts provision on any renewal or replacement policy.

- c. Cancellation of Insurance -- The above stated insurance coverages required to be maintained by Vendor shall be maintained until the completion of all of Vendor's obligations under this Agreement except as otherwise indicated herein. Each insurance policy supplied by the Vendor shall not be suspended, voided, cancelled or reduced in coverage or in limits except after ten (10) days written notice by Vendor in the case of non-payment of premiums, or thirty (30) days written notice in all other cases. This notice requirement does not waive the insurance requirements stated herein. Vendor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits have been exhausted or upon insolvency of the insurer that issued the policy.
- d. All insurance shall be issued by a company or companies admitted to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If Vendor is, or becomes during the term of this Agreement, self-insured or a member of a self-insurance pool, Vendor shall provide coverage equivalent to the insurance coverages and endorsements required above. The County will not accept such coverage unless the County determines, in its sole discretion and by written acceptance, that the coverage proposed to be provided by Vendor is equivalent to the above-required coverages.
- f. All insurance afforded by Vendor pursuant to this Agreement shall be primary to and not contributing to all insurance or self-insurance maintained by the County. An endorsement shall be provided on all policies, except professional liability/errors and omissions, which shall waive any right of recovery (waiver of subrogation) against the County. A waiver of right of recovery (waiver of subrogation) is only required on Workers' Compensation policies when a Vendor's personnel deliver or perform services for the County while on County property.
- g. Insurance coverages in the minimum amounts set forth herein shall not be construed to relieve Vendor for any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the County from taking such other actions as are available to it under any other provision of this Agreement or otherwise in law.
- h. Failure by Vendor to maintain all such insurance in effect at all times required by this Agreement shall be a material breach of this Agreement by Vendor. County, at its sole option, may terminate this Agreement and obtain damages from Vendor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Vendor, County shall deduct from sums due to Vendor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Vendor pursuant to this Agreement are insufficient to reimburse County for the

premiums and any associated costs, Vendor agrees to reimburse County for the premiums and pay for all costs associated with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Vendor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

I. MODIFICATIONS TO SCOPE OF WORK

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

J. NEWS RELEASES

News releases pertaining to any award resulting from this RFP may not be made without prior written approval of the Director of the **Kern County Aging and Adult Services Department**.

K. COMPENSATION PAYMENT SCHEDULE

Compensation shall be agreed upon by County and Vendor to be included in the final agreement for services. Periodic payments will be made to the provider upon submission of an invoice, based on a payment schedule to be developed and included in the final agreement for services. Such invoice shall be submitted to the Director of the Kern County Aging and Adult Services Department, or his/her designee within twenty days of the close of the calendar month following the provider's provision of service and must be accompanied and supported by a Revenue and Expense Report detailing the previous month's activity.

L. STATUTES AND RULES

The terms and conditions of this RFP, and the resulting service provision and activities performed by the successful proposer, shall conform to all applicable statutes, rules and regulations of the federal government, the State of California and the County of Kern including but not limited to, the Older Americans Act, the Civil Rights act of 1964, Sections 503 and 504 of the Rehabilitation Act of 1974. Specific regulatory acts noted in this paragraph are available for review at the Kern County Aging and Adult Services Department. Interested individuals should call the Contact Person to arrange a mutually convenient time during normal business hours.

M. BACKGROUND REVIEW

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

N. **ORGANIZATIONAL CONFLICT OF INTEREST**

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

II. **PROPOSAL INFORMATION AND REQUIREMENTS**

A. **GENERAL INSTRUCTIONS**

1. **Letter of Intent**

A letter of intent is required of all vendors who intend to submit a bid in response to this RFP. The letter of intent must indicate that the proposer intends to submit one or more proposals in response to this RFP, and must be submitted to the Kern County Aging and Adult Services by the Letter of Intent Due Date of February 26, 2026. If a letter of intent is not submitted by the required deadline the bid/proposal will not be accepted. The letter of intent may be emailed to: reynosom@kerncounty.com.

2. **Non-mandatory Pre-Proposal Meeting**

Applicants are encouraged to attend the Pre-Proposal Meeting to be held via Zoom on the following date and time:

February 25, 2026, at 9:00 a.m.

Zoom Meeting Instructions will be provided to interested potential bidders who have provided their contact information.

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

- a. The completed Proposal shall be without alterations or erasures. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in ink by an authorized representative of the proposer.
- b. No oral, telephonic, telegraphic, e-mailed or faxed Proposals will be considered.

- c. The submission of a Proposal shall be an indication that the proposer has investigated and satisfied him/herself as to the selection process to be used by the County, the conditions to be encountered, the character, quality and scope of the work to be performed, and the requirements of the County.
- d. All Proposals shall remain firm for one hundred and eighty (180) days from the Proposal submission deadline.

B. BUSINESS ADDRESS

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

C. CORRECTIONS AND ADDENDA

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

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

Addenda issued by the County interpreting or changing any of the items in this RFP, including all modifications thereof, shall be incorporated in the Proposal. The proposer shall sign and date the Addenda Cover Sheet and submit same with the Proposal (or deliver them to the **Aging and Adult Services, 5357 Truxtun Ave., Bakersfield CA 93309**, if the proposer has previously submitted a Proposal to the department).

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

D. PROPOSAL FORMAT AND CONTENTS

Attached to this Request for Proposal (RFP) is Attachment “A” (Specifications and Requirements) and Exhibit “1” (Application Packet)..

A separate letter of intent is due February 26, 2026, and is required of all vendors who intend to submit a bid in response to this RFP. The letter of intent must be submitted to the Kern County Aging and Adult Services. **If a letter of intent is not submitted by the required deadline of February 26, 2026 the bid/proposal will not be accepted.**

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

Cover Page:

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

- **The undersigned certifies that all statements in the Proposal are true and correct; and that any material false statement contained in this proposal shall entitle Kern County to pursue any and all remedies authorized by law and/or declare any contract made as a result thereof, to be void.**
- Indicate the name of the firm and the RFP project title clearly on your cover sheet (e.g., “Ombudsman RFP 2026/2027-2027/2028”).

1. Section I - Organizational Information (20%)

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

- The legal name, address and telephone number of your company
- The type of entity (sole proprietorship, partnership, or corporation and whether public or private).
- The name and telephone number of the person(s) in your company authorized to execute the proposed contract.

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

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

The response must also contain the information requested in Part I of Exhibit “1” in the format specified.

2. Section II - Qualifications and Experience (Max. 23%)

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

Provide specific information in this section concerning the firm's experience in the services specified in this RFP, preferably within the State of California. Include all of the following:

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

Documentation of Satisfactory Past Performance/References

Provide a minimum of three (3) reference letters for similar services rendered (must be within the last six (6) months on the reference company’s letterhead. Each reference shall include a current point of contact and a phone number. Each reference letter must have all of the following information:

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

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

Credentials/Resumes:

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

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

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

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

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

[The following provision must be used where subcontractors are doing 50% or more of the needed work, otherwise delete this section:]

Subcontractors:

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

The response must also contain the information requested in Part II of Exhibit “1” in the format specified.

3. Section III - Project Approach and Work Schedule (Max. 32%)

All proposals must include a detailed description of the services to be rendered. Provide a detailed description of the methodology proposed to perform the Program services you are proposing to provide. The project approach should include specific details with regard to how and what services, training, installation, etc. are included in your response to the County. Provide specific information and details.

Include any additional information and options that you feel may be advantageous to the County. Label options clearly and specify all costs and fees associated with each option.

Include specific details with regard to a work schedule/transition plan which contains an aggressive schedule that will complete, or start up, the project before July 1, 2026. This schedule should contain specific milestones and dates of completion which will be used to set schedules. Also identify the extent of County personnel involvement deemed necessary, including key decision points at each stage of the project.

Specify all software and computer technology that is anticipated to be used in rendering the services. If the Proposal includes the purchase of any software by the County, provide a copy of any software license agreements that the County would be required to execute.

Do not include brochures and advertisements in your Proposal unless the content they provide is identified and included specifically in your description of the methodology and/or approach to the services you are proposing to provide the County.

The response must also contain the information requested in Part III of Exhibit “1” in the format specified. Proposers are encouraged to be creative with their Proposals and to offer any other options that may be of interest to the County.

4. Section IV – Cost of Services (Budget) (Max. 25%)

In this section, please complete and include Part IV Budget Proposal and Unit Cost Sheet (Part IV of Exhibit “1”). Describe how costs will be controlled and properly identified to the specific tasks, while providing a high quality of services, and a high level of integrity and outcomes.

The units of service are stated in Attachment “A:” *Unit of Services*. The estimated budget allocations are provided in Part IV of Exhibit “1.”

Proposers are encouraged to prepare a realistic budget that accurately details program costs and revenues. As previously stated, “low-bid” will not be the sole basis of award; however, proposers are encouraged to develop a budget that reflects conservative and creative use of resources.

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

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

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

Insurance:

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

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

5. Section V - Additional Information:

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

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

IF CONFIDENTIAL INFORMATION IS SUBMITTED:

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

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

“ _____ (legal name of proposer) shall indemnify, defend and hold harmless the County of Kern, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) arising out of, concerning or in any way involving

any materials or information in this Proposal that (legal name of proposer) has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.”

By: _____ Date: _____

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

Technical Information

- a. Any trade secret, know-how, invention, software program, application, documentation, schematic, procedure, contract, information, knowledge, data, process, technique, design, drawing, program, formula or test data, work in progress, engineering, manufacturing, marketing, financial, sales, supplier, customer, employee, investor, or business information;
- b. Any non-public business information, including, without limitation, personnel data; correspondence with governmental agencies; historical customer information and data; historical cost information such as budgets and operating expenses and capital costs; and projected capital additions and operating cost information;

Financial Information

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

Business Development-Related Information

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

E. POST RFP ISSUANCE

1. Questions

- a. Before pre-proposal meeting: Questions may be submitted by email prior to the pre-proposal meeting.
- b. After pre-proposal meeting: Following the pre-proposal meeting, an addendum will be issued with written responses to those questions where the answers may change the scope of services detailed in Attachment A,” or Exhibit “1.” Questions with content about the RFP process, where to mail response or other information not related to Attachment “A,” or Exhibit “1” may be answered by the Project Facilitator as they are received.
- c. Subsequent to addenda: Questions received subsequent to the issuance of addenda and within the last week prior to the due date and time may be answered. The County will accommodate these last minute questions, but will not guarantee that they will be answered if not submitted timely.

2. Pre-Proposal Meeting

A Pre-Proposal meeting has been set for February 25, 2026, at 9:00 a.m. The meeting will be held via Zoom and bidders who have downloaded the Request for Proposal from the County and provided their contact information shall receive Preproposal Zoom meeting login instructions. The purpose of the Preproposal Zoom meeting is to permit proposers an opportunity to ask questions and/or provide feedback to County staff on specifics of this RFP. Preliminary answers may be given at the Pre-Proposal meeting. However, these responses are only preliminary and will not be final until they are provided as an addendum to the RFP. While some input obtained at the meeting may be incorporated into the RFP via addenda, remarks and explanations made at the meeting shall not change the provisions of the final RFP. **All interested parties who may have questions are urged to attend.**

Proposers requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive process or technical questions may request clarification by submitting questions via email to reynosom@kerncounty.com, or U.S. Mail Service to be received by February 23, 2026, before 5:00 pm, if possible.

Questions submitted via email should state in the email’s subject line “Questions Relating to Proposal for Title IIIB, VIIA, VIIB & Ombudsman Initiative” and be emailed to: reynosom@kerncounty.com.

Questions submitted via U.S. Mail Service should clearly mark the outside of the envelope “Questions Relating to Proposal for Ombudsman Services” and be mailed to the address indicated below:

County of Kern
Martin Reynoso
Aging and Adult Services Department
Attn: RFP
5357 Truxtun Avenue
Bakersfield, CA 93309

Responses to these questions will be addressed at the Pre-Proposal meeting and answers will be sent to all firms requesting a copy of the RFP.

F. PROPOSAL SUBMISSION

The proposer shall submit six (6) written copies of the Proposal and, if possible, one (1) copy on thumb drive. The thumb drive (virus free) must be a standard Microsoft Windows (Word, Adobe, Excel etc.) compatible format readable by the County; using word processing software that is Windows based, preferably Microsoft Word. Proposer agrees to be fully responsible for any damage caused by any materials submitted to County. Please submit all Proposals to:

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

Proposals may be delivered in person, by courier service or by mail to the address indicated above. **ALL PROPOSALS MUST BE SEALED AND RECEIVED BEFORE 11:00 A.M. on March 12, 2026**, at the above office and address. Proposals submitted after the above deadline will not be accepted. It is strongly suggested that any proposers intending to hand deliver a proposal on the last day for submission arrive at the General Services Division third floor main lobby at least ten (10) minutes prior to the proposal receipt deadline to receive a “test” time stamp to validate the official current time. The time stamp clock in the main lobby of General Services will be the official time. Any Proposal received at or after 11:00 a.m. will be returned unopened.

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

RFP Proposals are not publicly opened.

G. WITHDRAWAL AND SUBMISSION OF MODIFIED PROPOSAL

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

H. DISPOSITION OF PROPOSALS AND PROPRIETARY DATA

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

to the Board of Supervisors, or the matter has been set for consideration before the Board of Supervisors, whichever comes first.

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

ATTACHMENT A
SPECIFICATIONS & REQUIREMENTS

A. SCOPE OF WORK

The Provider shall perform the following for Title III, and Title VII Programs:

1. Implement the statutory provisions of the Title III and Title VII Programs (OAA, Section 306) in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.
2. Establish and maintain an organization that shall have the ultimate accountability for funds received from the Department and for the effective and efficient implementation of the activities as described in the Area Plan and all pertinent State and federal laws and regulations including data reporting requirements.
3. Meet the requirements under the OAA, Section 301(a)(1) to secure and maintain maximum independence and dignity in a home environment for the eligible service population capable of self-care with appropriate supportive and nutrition services.
4. Remove individual and social barriers to economic and personal independence for the eligible service population to the extent possible as required under OAA, Section 301(a)(2)(B).
5. Provide a continuum of care for the vulnerable eligible service population as required under OAA, Section 301(a)(2)(C).
6. Secure the opportunity for the eligible service population to receive managed in-home services as required under OAA, Section 301(a)(2)(D).
7. Conduct and/or promote activities for the prevention and treatment of elder abuse, neglect, and exploitation, as required under the OAA, Section 721.
8. Review, approve, and monitor subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. Provider shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
9. Annually conduct onsite program and fiscal monitoring; evaluate, and document subcontractor performance. [45 CFR Part 1321.11]
10. Provide support and technical assistance to subcontractors and respond in writing to all written requests for direction, guidance, and interpretation of instructions to include client and service data.

B. SCOPE OF SERVICES – AREAS TO BE SERVED

The Planning and Service Area has been divided into Seven Service Areas. These Service Areas are defined as follows:

1. **RIDGECREST/INYOKERN**
(Incorporated and Unincorporated areas of Ridgcrest and Inyokern)

2. **SOUTHEAST DESERT**
(Incorporated and Unincorporated areas of Rosamond, Mojave, California City, Tehachapi)
3. **KERN RIVER VALLEY**
(Incorporated and Unincorporated areas of Lake Isabella, Kernville)
4. **TAFT**
(Incorporated and Unincorporated areas of Taft, Maricopa, McKittrick, Buttonwillow)
5. **DELANO**
(Incorporated and Unincorporated areas of Delano, McFarland)
6. **SHAFTER/WASCO**
(Incorporated and Unincorporated areas of Shafter, Wasco, Lost Hills)
7. **BAKERSFIELD**
(including Incorporated and Unincorporated areas of Arvin, Lamont, North Bakersfield, Oildale. And Rosedale)

C. APPLICANT ELIGIBILITY

1. Any public or private nonprofit organization, or for profit entity is eligible to submit an application under the following conditions:
 - a. The applicant organization, if a corporation, must be in good standing and qualified to conduct business in Kern County, California.
 - b. The organization is technically and administratively capable of executing the services set forth in the RFP.
 - c. Prior to the awarding of a contract to a for profit entity, the AAA must request review and receive approval from the California Department of Aging.

D. TERM OF CONTRACT

1. July 1, 2026 – June 30, 2028

Contracts are for 1 year and may be renewable yearly for up to a total of 2 fiscal years, based on funding availability and/or provider performance.

In the event a provider does not perform satisfactorily (as determined by AASD) throughout the fiscal year, AASD may choose not to enter into an Agreement with such provider for the next fiscal year, and, AASD may terminate the current Agreement in accordance with the termination provisions contained within the contract. In such an event, AASD may initiate an RFP process to locate a new provider for the service(s). Funding is contingent upon the availability of Federal, State and County funds.

G. UNIT OF SERVICES – OMBUDSMAN SERVICES

Unit of Service and Estimated Funding – Ombudsman Services

The Kern County Area Agency on Aging is seeking to award contracts to provide the Ombudsman services to older adults throughout all of Kern County. Particular emphasis focuses on meeting the needs of those seniors in greatest need due to their age, economic situation, physical or mental disability, language barriers, and cultural or social isolation

caused by, among other things, racial and ethnic status, sexual orientation, human immunodeficiency virus (HIV) status, gender identity, or gender expression, or geographic isolation.

Area Agency on Aging is seeking providers of the following services:

- **Ombudsman Services**

1. The description and objectives for each contract service are as follows:

a. **Ombudsman Service**

To provide trouble-shooting assistance to individuals in need who have not received satisfactory assistance, answers, or support from other service providers.

Ombudsman services involve: the investigation and resolution of complaints made by or on behalf of residents; abuse investigations and reporting; witnessing advance directives providing community education; and, maintaining a regular presence in long-term care facilities. At a minimum, volunteers and staff must have an initial 36-hour certification training, and at least 18 hours of annual training thereafter. Ombudsman must visit each skilled nursing facility and residential care facility for the elderly at least once each year.

Elder abuse prevention involves activities to develop, strengthen, and carry out programs for prevention and treatment of elder abuse, neglect and exploitation.

The Ombudsman initiative mandates a formal plan for the recruitment of Ombudsman volunteers. Activities may include hiring new staff or increasing existing staff hours to recruit, train, and manage volunteers; advertising and conducting community awareness events; purchasing material for training, providing ongoing training, etc.

Special contract objectives:

The selected provider must be flexible and adaptive to changing State reporting and regulatory requirements, and must establish working relationships with legal resources in the community and with the HICAP. The Geographic Area of Service is Kern County. The selected provider must also demonstrate the ability to provide services across all Service Areas.

2. Estimated Funding Available

The amounts listed below represent estimated allocations for 2026-2027 and can be awarded to more than one Provider. After an award is made, the Aging and Adult Services Department (AASD) and a successful bidder may agree to transfer funds among any of the following categories even where the category was not awarded initially.

▪ Federal Title III B	\$ 29,094
▪ Federal Title VII A	54,245
▪ State General Fund IIIB	177,675
▪ Public Health L & C Program Fund	7,560

▪ State Health Facilities Citation Penalties Account (SDFL)	65,783
▪ State General Fund (SNFL)	35,911
• Federal Title VII	<u>\$ 10,351</u>
Total	\$380,619

The amounts listed above are subject to change prior to the awarding of a Contract for Funds. Exhibit “1” displays estimated amounts and units of service for fiscal year 2026-2027.

H. REPORTING REQUIREMENTS

1. Program-related information must be accurate and submitted in a timely manner. The following reports are due on a monthly basis:
 - a. Request for Reimbursement/Report of Expenditures
 - b. Matching Report, as required by program
 - c. Performance Report
 - d. Monthly Client Services Report
 - e. If applicable, New Client Intake Forms
 - f. If applicable, Data to determine Outcome Measures
2. A year-end Financial Closeout Report will be required at the end of each grant cycle (fiscal year July – June). This report contains year-end fiscal data as directed by the Area Agency on Aging. The report must show all grant revenue and expenditures and a separate accounting of other income and expenditures.

I. MATCHING REQUIREMENTS

1. The required minimum administration matching contributions for Title III B, not including Ombudsman, III C, & III E combined is twenty-five percent (25%).
2. The required minimum program federal matching requirement is fifteen percent (15%). The State provides the five percent (5%) State requirement portion of this match. The AAA contributions for Title III B, not including Ombudsman and III C, is ten percent (calculation factor of 10.53%).
3. Program matching contributions for Title III B, not including Ombudsman and III C, can be pooled to meet the matching requirement of ten percent (calculation factor of 10.53%).
4. The required minimum program matching contributions for Title III E is twenty-five percent (25%).
5. Minimum matching requirements are calculated on net costs, which are total costs less program income, non-matching contributions, and State funds. Matching contributions are included in the minimum matching requirements calculation.
6. Matching contributions generated in excess of the minimum required are considered overmatch.
7. Program overmatch from Title III B or C can be used to meet the program match requirement for Title III E provided.

- a. The expenditures are related to the needs of caregivers and are attributable to a service category within the National Family Caregiver Support Program (NFCSP).
- 8. Of the total minimum match required for Title III at least twenty-five percent (25%) must be from local public agencies (e.g., city and county governments, school districts, special districts, and water districts).

J. AREA AGENCY ON AGING REQUIREMENTS

- 1. **Provider Audit/Assessment by Area Agency on Aging.** A formal contract audit/program assessment will be conducted once annually by Area Agency on Aging staff. Notification of the site assessment will be scheduled at least 21 days in advance.
- 2. **Health Insurance Portability and Accountability Act (HIPAA)** The provider will make reasonable efforts to comply with the privacy and security requirements of HIPAA.
- 3. **Confidentiality Statement:** Upon the award of the contract, the provider shall sign a Confidentiality Statement to ensure Area Agency on Aging information from unauthorized access and disclosure.
- 4. **Provider Access.** Authorized Area Agency on Aging staff has the right to access Contract Providers at any time to evaluate and assess the performance of the provider, and to provide technical assistance to ensure compliance with the provisions of the contract for funds. This includes, but not limited to, audits, review of provider client files, and interviews with provider staff.
- 5. **Budget Revisions.** The provider shall provide budget revisions on a quarterly basis, or when needed, resulting from changes in contract funding, program budget adjustments, etc.
- 6. **Grievance Procedure/Complaint Resolution.** Successful applicants must have in place a grievance procedure, which shall provide a mode for airing, and resolving complaints related to service provisions, participant issues, staff, and volunteers. The grievance procedure shall provide for a review of all unresolved complaints by a subcommittee or other body of the Provider’s governing or advisory board, Board of Directors, or their designee.
- 7. **Technological Requirements.** For compliance and reporting requirements, successful applicants may, sometime in the future, be required to possess or have the ability to purchase the following (or compatible) computer equipment/software:
 - a. PC/IBM Compatible
 - b. Microsoft Excel or compatible software
 - c. Microsoft Explorer (or other browser and e-mail Accessibility)
 - d. CD ROM, DVD ROM
 - e. Windows XP, Windows 7/8/10/11, or compatible software

I. COUNTY OF KERN OBSERVED HOLIDAYS - 2026

HOLIDAY	DAY OBSERVED
New Year’s Day	January 1
Martin Luther King Jr’s Birthday	January 19

Washington's Birthday	February 16
Memorial Day	May 25
Independence Day	July 3
Labor Day	September 7
Veterans Day	November 11
Thanksgiving Day	November 26
Day after Thanksgiving	November 27
Christmas Eve	December 24
Christmas Day	December 25
New Year's Eve	December 31

[Remainder of page left intentionally blank.]

EXHIBIT 1

OMBUDSMAN REQUEST FOR PROPOSAL APPLICATION PACKET

PART I: ORGANIZATIONAL INFORMATION

You may use separate pages to answer questions that require additional space.

Applicant Agency

Name of Person(s) authorized to execute the proposed contract

Address

City/State/Zip

Telephone

FAX

Please check one of the following to indicate your organization's status:

- Nonprofit Organization
- Indicate if corporation and whether public or private
- For Profit Organization

Please circle type of entity (sole proprietorship, partnership, or corporation)

(Attach copy of Organization Chart with application)

Applicant Agency (20 %)

- A. Describe the agency and its organizational structure, the size of the agency, the mission statement, and its broad goals.
- B. Describe the demonstrated experience in managing Option 3 Program(s), the agency background, the type of services previously delivered to older persons, experience in managing volunteers, the geographic area served by the agency, and the current location of the headquarters and subsidiary offices.
- C. Provide position descriptions for those responsible for collecting program and fiscal data that will be submitted to the Area Agency on Aging
- D. The applicant agency must assure it has sufficient financial support to cover proposed services for a minimum of sixty (60) days.
- E. To determine financial viability, the following documents must be attached:
 - Independently Audited Financial Statement from the last completed fiscal year **or**,
 - A clear and accurate compilation of last completed fiscal year financial activity prepared by a knowledgeable professional.
 - Current fiscal year operating budget

**OMBUDSMAN REQUEST FOR PROPOSAL APPLICATION
PART II: QUALIFICATIONS AND EXPERIENCE**

Geographic Presence / Networking Across Boundaries (10 %)

- A. The applicant agency must propose and have the capacity to provide support service(s) in the Service Area proposed.
- B. The applicant agency must demonstrate community support and coordination relationships with key agencies related to services in all regions proposed. Recommend community letters of support. (Cannot be from any sub-contractors).
- C. Include a declaration of your company's ability to perform the services you are proposing to provide, including a statement that your organization can meet all the terms and conditions contained in this RFP.

Service Experience (13 %)

- A. Describe your organization's demonstrated experience in providing the Option 3 service(s) you are proposing to provide in this RFP. Also provide the following information pertaining to the service(s)/experience indicated (attach additional sheets if necessary):

Service #1 _____

- o Area(s) served last fiscal year: _____
- o No. of older adults (age 60+) served last fiscal year _____
- o Unit cost per client: _____
- o No. of full-time staff providing this service _____
- o No. of part-time staff providing this service _____
- o No. of volunteer hours utilized by this service _____

Service #2 _____

- o Area(s) served last fiscal year: _____
- o No. of older adults (age 60+) served last fiscal year _____
- o Unit cost per client: _____
- o No. of full-time staff providing this service _____
- o No. of part-time staff providing this service _____
- o No. volunteer hours utilized by this service _____

- B. Describe the size of the applicant organization (attach an organizational chart and the roster of the Board of Directors including names, etc.), geographic areas in which services are currently provided, and location of headquarters and subsidiary offices.
- C. Describe the staff primarily responsible for the project in terms of their training, experience and accomplishments, including any subcontractors (if applicable). Include a brief statement of the duties of each staff member. Be sure to include job descriptions of those individuals responsible for collecting and reporting fiscal and program data for the Area Agency on Aging.

**OMBUDSMAN REQUEST FOR PROPOSAL APPLICATION
PART III: PROJECT APPROACH**

Service Methodology and Innovation (12 %)

- A. Describe the applicant’s community support for providing the Option 3 service(s) proposed in this RFP to include innovative methods of extending services to the target population by leveraging resources beyond current Area Agency on Aging funding levels.
- B. Describe your current disaster plan or the development thereof and your proposed efforts to maintain the continuity of critical services through coordination with the Area Agency on Aging and Kern County in the event of the county-wide emergencies or natural disasters.
- C. Describe how you might participate with the Area Agency on Aging in the implementation of the Strategic Plan for Fiscal Years 2024/2025-2027/2028. Your participation should include but is not limited to providing services, trends, and statistics, customer feedback, innovations, and technologies that would address future service priorities, emerging issues, and advocacy.
- D. Describe the methodology for the tasks needed for a successful program. How does the agency schedule and prioritize services? Proposers are encouraged to be creative with their Proposals and to offer any other options that may be of interest to the County.

Outreach and Publicity to Area Populations (5 %)

- A. Describe the number of Option 3 programs currently being served, in total, by your organization.

No. _____
- B. What percentage of those Option 3 program clients:
 - Live at or below the poverty level? _____%
 - Live in isolated communities or rural areas? _____%
 - Belong to an ethnic minority? _____%
 - Do not speak English? _____%
 - Are frail or in very poor health? _____%
 - Lives alone? _____%
- C. Describe how your organization intends to communicate with culturally diverse communities within the service jurisdiction and the under-served populations.
- D. Describe how the organization will conduct market research, how an eligible (age 60+) person will find out about services, and what methods your organization will use to bring them into the system.

Customer Service (5 %)

- A. Does your organization have in place a system to provide and measure customer service?
Yes ___ No ___
- B. If yes, describe the kinds of methods used to obtain customer input, advice, and satisfaction, and how this information is used in continuous improvement of services.
- C. Attach the customer service/satisfaction form the organization is currently utilizing or plans to distribute to clients within the next 90 days.

Use of Volunteers/Volunteer Experience (5 %)

(Scoring of this section will be weighed based upon the type of service[s] proposed in this RFP.)

- A. Does your organization currently utilize volunteers to provide the kinds of services you are proposing in this application? Yes ___ No ___

- B. If yes:

How many volunteers does your organization currently utilize? _____

How many volunteer hours were contributed in the last fiscal year? _____

Are there written job descriptions for volunteers? Yes ___ No ___

- C. Describe the following:
Organization's experience in using volunteers.
Method/plan for recruiting and training volunteers.
Outline of plan for adequate supervision of volunteers.
Evaluation of Volunteers (written or oral).

Technological Capability (5%)

- A. Describe the current technological capacity of your organization (i.e., Internet/e-mail, Microsoft Office, level of experience in databases and spreadsheets, etc.).
- B. Provide a list of the hardware and software currently being utilized.

**PART IV – BUDGET PROPOSAL AND UNIT COST- OMBUDSMAN
25%**

The Kern County Area Agency on Aging projects that the following funding allocations will be available, by Service Areas (SA), for the services referenced in this RFP. The amounts and estimated service units displayed are for fiscal year 2025/2026 and are provided to assist in proposal estimation. All budget proposals submitted must fall within these projected allocations in order to be considered for contract award.

OMBUDSMAN SERVICE	ESTIMATED TOTAL
Title III B	206,769
Yearly Units	
Title VII A	\$54,245
Yearly Units	
Title VII B	\$10,351
Yearly Units	
State OMB Initiative	\$109,254
Yearly Units	
Total	\$380,619

*Below are overall PSA #33 service unit goals listed in the 25/26 Area Plan Update for Ombudsman Program		
Service Category	Service Unit	25-26 Goal
Complaint Resolution Rate	Percentage of complaints resolved	85%
Work with Resident Councils	Resident Council meetings attended	2
Work with Family Councils	Family Council meetings attended	1
Consultation to Facilities	Number of consultations	150
Information and Consultation to Individuals	Number of consultations	1,500
Community Education	Number of sessions	10
Nursing facility coverage (not in response to complaint)	Percent of nursing facilities visited each qtr.	100%
RCFE facility coverage (not in response to complaint)	Percent of RCFE facilities visited each qtr.	30%
Public Education Sessions	Number of sessions	3
Training Sessions for Professionals	Number of sessions	1
Training Sessions for Caregivers served by IIIIE	Number of sessions	1
Hours Spent Developing a Coordinated System	Number of Hours	40
Elder Abuse Prevention Educational Materials	Number of copies	1,500

PART IV – BUDGET PROPOSAL AND UNIT COST – OMBUDSMAN

General Instructions

If you are proposing to provide more than one service, provide a separate Proposed Budget Summary form for each service.

Also, complete the Unit Cost form for each service you propose to provide. Fill in the number of units of service your organization commits to provide in the first year of the contract (in all proposed SAs), and the unit cost at which you will provide those services. Unit cost is defined as your proposed service budget divided by the number of service units your organization commits to provide during the first year of this contract.

AUTHORIZATION TO SUBMIT BUDGET

Applicant Organization: _____

Unit Cost and Budget Proposal Prepared by:

Name: _____

Title: _____

Telephone: (____) _____

The costs detailed on the following pages are a true and accurate reflection of the anticipated service costs to fulfill the proposed contract as outlined in the RFP.

Signature: _____

PROPOSED BUDGET SUMMARY FORM - OMBUDSMAN

Budget For:

(Select only one per form)

Title III B _____
Title VII A _____
Title VII B _____
Ombudsman Initiative _____

Ombudsman Services in Kern County

	RFP Award Allocation	Program Revenue	Cash Match	In-Kind Match	TOTAL
SALARIES & BENEFITS					
A. Direct Personnel Costs (Program & Service Pers.)					
Salary					
Benefits					
Taxes					
B. Indirect Personnel Costs (Admin, Clerical Pers.)					
Salary					
Benefits					
Taxes					
Total Salaries & Benefits					
SERVICE & SUPPLIES					
Accounting					
Staff Training & Travel					
Equipment					
Contracts/Providers					
Telephone					
Postage					
Advertising					
Rent					
Insurance					
Utilities					
Repair					
Copying/Printing					
Other:					
Total Service & Supplies					
GRAND TOTAL					

**OMBUDSMAN REQUEST FOR PROPOSAL APPLICATION
PART V: SAMPLE AGREEMENT
FOR
OMBUDSMAN SERVICES**

Independent Contractor
(County – Contractor)

This Agreement (“Agreement”) is entered into on _____, by and between the County of Kern, a political subdivision of the State of California, (hereinafter “County”) and, CONTRACTOR (hereinafter “Contractor”), a non-profit corporation, with its principal place of business located at CONTRACTOR ADDRESS. CONTRACTOR’S UEI NUMBER: _____

RECITALS

- a. The Congress of the United States has made certain funds available under Title III and Title VII of the Older Americans Act of 1965, as amended, (herein “Act”) for the purpose of funding services to elderly persons.
- b. The State of California (herein “State”) has designated the California Department of Aging (herein “CDA”) as the single State agency responsible for the administration of all programs funded pursuant to the Act.
- c. CDA has designated the Kern County Aging and Adult Services Department (herein “AASD”) as the Area Agency on Aging (herein “AAA”) for this area (Planning and Services Area #33) and has approved the County’s Area Plan for providing services to the elderly.
- d. County and the State of California, through CDA, have entered into an agreement which provides that the State will provide County with funding from federal and state sources to enable County to implement its Area Plan.
- e. Contractor represents that it is qualified and willing to provide certain services to the elderly in a cost-effective manner pursuant to the terms of this Agreement.

AGREEMENT

County and Contractor mutually agree as follows:

1. DEFINITIONS

- a. Title III B (Supportive Services: a variety of services including, but not limited to: personal care, homemaker, chore, adult day health care, case management, assisted transportation, transportation, legal assistance, information and assistance, outreach, outreach, services that promote or support social connectedness and reduce negative health effects associated with social isolation, and long-term care ombudsman advocacy, as defined in the Older Americans Act Performance System (OAAPS) categories and the National Ombudsman Reporting System (NORS). [OAA § 321(a)]
- b. Agreement: this Agreement, all attachments, exhibits, specifically referenced materials, amendments hereto, and Contractor’s proposal and budget.
- c. AAA: the Area Agency on Aging (County of Kern, Aging and Adult Services Department).

- d. Cal. Civ. Code: means California Civil Code
- e. CCR: California Code of Regulations.
- f. State” and “Department: the State of California and the California Department of Aging (CDA) interchangeably.
- g. Cal. Gov. Code: California Government Code.
- h. HSC: California Health and Safety Code.
- i. PC: California Probate Code.
- j. Cal. Pub. Con. Code: California Public Contract Code.
- k. CFR Code of Federal Regulations.
- l. Contractor: the Contractor awarded funds under this Agreement and accountable to the AAA for use of these funds and responsible for executing the provisions for services of this Agreement. As used in the Agreement, ‘Contractor’ is considered to be a ‘sub-recipient’ of funds for purposes of state and federal laws concerning expenditure of grant funds.
- m. UEI: Unique Entity ID – a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now requires use of the new Unique Entity ID.
- n. OMB: the federal Office of Management and Budget.
- o. GC: Government Code.
- p. In-kind Contributions: the value of non-cash contributions donated to support the project or program (e.g., property, service, etc.).
- q. Matching Contribution: local cash and/or in-kind contributions made by the AAA, a subcontractor, or other local resources that qualify as match for the program funding.
- r. Non-Matching Contribution: local funding that does not qualify as matching contributions and/or is not being budgeted as matching contributions (e.g., federal funds, overmatch, etc.).
- s. OSHA: the Occupational Safety and Health Administration
- t. OAA: Older Americans Act
- u. Program: a State funded program contained in Chapter 1097 of the Statutes of 1996.
- v. Program income: revenue generated by the AAA or the subcontractor from program-supported activities and may include:
 1. Voluntary contributions received from a participant or other party for services received. Sd
 2. Income from usage or rental fees of real or personal property acquired with

- grant funds or funds provided under this Program Guide and the MOU.
3. Royalties received on patents and copyrights from Program Guide and MOU-supported activities.
 4. Proceeds from the sale of goods created under CDA grant funds.
- w. Program Requirements: Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).
- x. Reimbursable item: also means “allowable cost” and “compensable item”.
- y. Subcontractor: a legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
- z. USC: United States Code.
- aa. HHS: United States Department of Health and Human Services.
- bb. Vendor: an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.
- cc. Elderly persons or Older Individual: a person aged sixty (60) or older.
- dd. Eligible service population for Title III B and D: individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]
- ee. Eligible Service Population for Title VII Elder Rights Protection: individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10), 711(6); Welf. & Inst. Code § 9701(b),(e)]
- ff. Elder Abuse Prevention Programs: activities to develop, strengthen, and carry out programs for the prevention, detection, assessment, and treatment of, intervention in, investigation of, and response to elder abuse, neglect, and exploitation (including financial exploitation). [OAA § 721]]

The Elder Abuse Prevention program shall do some or all of the following:

1. Provide for public education and outreach to identify and prevent elder abuse, neglect, and exploitation;
2. Provide for public education and outreach to promote financial literacy and prevent identity theft and financial exploitation of older individuals;
3. Ensure the coordination of services provided by AAAs with services instituted under the State adult protective service program, State and local law enforcement systems, and courts of competent jurisdiction;
4. Promote the development of information and data systems, including elder abuse reporting systems, to quantify the extent of elder abuse, neglect, and exploitation in the PSA;
5. Conduct analyses of local Adult Protective Services and Long-Term Care Ombudsman information concerning elder abuse, neglect, and exploitation and identifying unmet service, enforcement, or intervention needs;

6. Conduct training for individuals, including caregivers described in part E of Title III, professionals, and paraprofessionals, in relevant fields on the identification, prevention, and treatment of elder abuse, neglect, and exploitation, with particular focus on prevention and enhancement of self-determination and autonomy;
- gg. Focal Point: a facility that encourages the maximum collocation and coordination of services for older individuals. Community Focal Points so designated in the Area Plan are shown in Exhibit C, COMMUNITY FOCAL POINTS LIST, which is attached hereto and incorporated herein by this reference.
- hh. Local Ombudsman Program: either a program of the AAA or its Subcontractor that is designated by the State Ombudsman to carry out the duties of the State Long-Term Care Ombudsman Program with respect to the Planning and Service Area. The selection is in accordance with policies and procedures established by the State Ombudsman and which meets the State Ombudsman's criteria for designation and concurrence. [OAA §§ 711(3), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9701(a)]
- ii. Local Ombudsman Program Coordinator: the individual selected by the Governing Board or Executive Director responsible for the Local Ombudsman Program and designated by the State Ombudsman to represent the Local Ombudsman Program and the Office of the State Long-Term Care Ombudsman. This individual manages the day-to-day operations of the Local Ombudsman
- jj. Ombudsman Representative: the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]
- kk. State Long-Term Care Ombudsman Program: the CDA program through which the functions and duties of OSLTCO are carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B); 45 CFR 1324.1; Welf. & Inst. Code § 9700]
- ll. Volunteer Recruitment: those activities associated with engaging and retaining the services of volunteers to serve as a State Certified Ombudsman Representative. [OAA Section 712(A) (5) (B) (vii) [W&I 9700]
- mm. Except to the extent modified or supplemented by this Agreement or any agreement between CDA and County, any term defined in Title III and VII of the Older Americans Act of 1965, as amended, (42 U.S.C. Section 3001 et seq.), its implementing regulations (45 CFR Section 1321 et seq.) and CDA's Title III/VII Program Manual shall have the same meaning when used herein.
- nn. In the event of conflict between the provisions set forth in the Contract Terms and Conditions of this Agreement and the Scope of Work, Proposal, or Area Plan, the provisions listed in the Contract Terms and Conditions shall prevail.

2. TERM

The term of this Agreement shall be July 1, 20XX through June 30, 20XX. Contractor has been previously awarded the right to contract for Title III B Supportive Services and Title VII Elder Rights Protection Services for County fiscal years 2026/2027 through 2027/2028. It is required

that a new Agreement be completed each fiscal year to reflect the revised funding levels and the revised scope of work. AASD may negotiate modifications or revisions to assure that all necessary service/program requirements are covered. In the event a provider does not perform satisfactorily (as determined by AASD) throughout the fiscal year, AASD may choose not to extend the contract term, and, AASD may terminate the contract in accordance with the termination provisions of the contract. In such an event, AASD may initiate an RFP process to locate a new provider for the geographical region. Funding is contingent upon the availability of State, federal, and County funds.

3. SERVICES AND STAFFING TO BE PROVIDED BY CONTRACTOR

- a. Contractor shall operate a project, which will provide the services, program activities and related units of service described in the Scope of Work (Exhibit A), which is attached hereto and incorporated herein by this reference.
- b. Contractor shall provide adequate staff to meet Contractor's obligations under this Agreement and shall list by program category, all full and part-time employees, in-kind and volunteer positions in the Budget (Exhibit B), which is attached hereto and incorporated herein by this reference.
- c. Contractor shall provide services only to the defined eligible service population.

4. PROJECT DIRECTION, MONITORING AND REVIEW

- a. AAA, or CDA may monitor, assess or audit Contractor's facilities, project, records, reports and/or procedures at any reasonable time during regular business hours.
- b. Contractor's personnel shall attend meetings as are reasonably required for purposes of information sharing or training. AAA shall make every effort to schedule said meetings so that they shall not interfere with Contractor's normal day-to-day operations.
- c. Contractor shall provide AAA, in a timely manner, the statistical and other information, which AAA requires in order to meet the planning, coordination, evaluation and reporting requirements of the CDA.
- d. Contractor shall insure that no information about, or obtained from, any member of the eligible service population, receiving services hereunder, is voluntarily or otherwise disclosed in any form that identifies a member of the eligible service population without first obtaining the written consent of such persons.

5. FISCAL OBLIGATIONS

- a. In consideration of Contractor's satisfactory performance of its duties under this Agreement, County shall pay, and Contractor shall accept as payment in full, an amount not to exceed \$XX,XXX which includes \$XX,XXX in Title III B funding (\$XX,XXX Federal and \$XX,XXX State); \$XX,XXX in Federal **Title VII A** funding; \$X,XXX in Federal Title VII B funding; \$XX,XXX in State General Fund III B funding \$X,XXX in State Public Health L & C Program Fund (LCPF) funding; \$XX,XXX in State Health Facilities Citations Penalties Account (SDFL) funding; and \$XX,XXX in State SNF Quality and Accountability (SNFL) funding, for the twelve (12) months term beginning July 1, 20XX and ending June 30, 20XX.
- b. All funds shall be spent in accordance with Contractor's approved budget documents (Exhibit B). The AAA reserves the right to refuse payment to Contractor or later disallow

costs for any expenditure which is found to be not in compliance with, be unrelated to, or inappropriate for, program activities, which has inadequate supporting documentation, or where prior approval was required, but was either not requested or not granted.

- c. This Agreement shall be effective only in the event CDA approves funding to implement County's Aging and Adult Services Department Area Plan for fiscal year 20XX/20XX.
- d. This Agreement is valid and enforceable only if sufficient funds are made available by the State Budget Act of the appropriate fiscal year for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions which may affect the provisions, terms, or funding of this Agreement in any manner.
- e. If the State Legislature or Congress does not appropriate sufficient funds for this program, this Agreement shall be amended to reflect any reduction in funds.
- f. In the event that insufficient funds are appropriated, this Agreement may be canceled at any time, by either party, by giving at least ninety (90) days prior written notice to the other party in accordance with the NOTICE provisions, herein.
- g. Program Income: income earned by the Contractor or Subcontractor during the Contract period that is directly generated by an allowable activity supported by contract funds or earned as a result of the award of contract funds, and may include:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract supported activities.
 - 4. Proceeds from the sale of goods created under CDA grant funds.
- h. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)] [45 CFR 75.305(b)(8)]
- i. If, as a result of advanced non-federal funds, the funds earn interest, that interest shall be identified as income to the program and used for program expenditures. Contractor may keep interest amounts earned on advances of federal funds up to \$500 per year for Local Government Agencies or \$500 per year for non-profit organizations for administrative expenses. Interest earned above the stated limit shall be remitted at least quarterly to AASD Accounting. [2 CFR 200.305(b)(9)] and [45 CFR 75.305(b)(9)]
- j. The contractor must maintain advance payments of federal awards in interest bearing accounts, unless the following apply: [2 CFR 200.305(b)(8)] [45 CFR 75.305 (b)(8)]
 - 1. The AAA receives less than \$120,000 in federal awards per year.
 - 2. The best reasonably available interest-bearing account would not be expected to earn interest in excess of \$500 per year on federal cash balances.
 - 3. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.
 - 4. A foreign government or banking system prohibits or precludes interest bearing accounts.
- k. Upon termination, cancellation, or expiration of this Agreement, or dissolution of Contractor, Contractor shall return to AAA immediately upon written demand, any funds provided under this Agreement which are not payable for goods or services delivered

prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of Contractor.

- i. Contractor's Budget must set forth in detail the reimbursable items, unit rates and extended total amounts for each line item. It shall include, at a minimum, the following items:
 1. Direct and overhead costs.
 2. Monthly, weekly, or hourly rates, as appropriate, and personnel classifications, together with the percentage of personnel time to be charged to this Agreement, as well as fringe benefits.
 3. Rental reimbursement items should specify the unit rate, such as the rate per square foot.
 4. If purchase of equipment is a reimbursable item, the equipment to be purchased should be specified. Equipment/Property with a per unit cost over \$5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in Contractor's approved Budget.
- m. Budget and budget revisions shall adhere to any other provisions contained in the CDA Program Manual(s).
- n. Payments by AAA shall be made to Contractor in accordance with the CDA Program Manual(s) and County procedures. In the event of conflict, the provisions of the CDA Program Manual(s) shall prevail. Copies of such procedures are available through the AAA.
- o. During the contract period, the County may advance funds based on an analysis of current cash needs. The County may advance the Contractor a total not to exceed 1/12 of the total contract amount. The AAA will recapture all monies advanced by reducing each monthly claim by an equal amount, such that all advances will be recaptured by the end of the fiscal year (June 30).
- p. Contractor shall not use any funds under this Contract to pay the salary or expenses of any individual who is engaged in activities designed to influence legislation or appropriations pending before the Congress or the State Legislature. In addition, no funds paid to Contractor through this Agreement shall be utilized to compensate employees of the Contractor for overtime or compensatory time off, except to the extent that Contractor is required to pay for overtime or compensatory time off, pursuant to the Fair Labor Standards Act of 1938, 29 USCS section 201, et seq. or applicable State law.
- q. The maximum reimbursement amount allowable for indirect costs is fifteen percent (15%) of the Contractors Modified Total Direct Costs (MTDC), per funding category excluding in-kind contributions and nonexpendable equipment. Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes in-kind contributions, equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs [45 CFR 75.2]. Contractors requesting reimbursement for indirect costs exceeding the maximum fifteen percent

(15%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.

Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate accepted by all federal awarding agencies or an allocation plan documenting the methodology used to determine the direct costs.

- r. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get".
- s. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources (CalHR) rules and regulations.

In State:

- Mileage/Per Diem (meals and incidentals)/Lodging
<http://www.calhr.ca.gov/employees/Pages/travelreimbursements.aspx>

Out of State:

<http://hrmanual.calhr.ca.gov/home/manualitem/1/2201>

This is not to be construed as limiting Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [SCM 3.17.2.A(4)] Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

- t. A reasonably proportionate share of the costs of audits required by, and performed in accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
 - 1. Any costs when audits required by the Single Audit Act and 2 CFR and 45 CFR 75, Subparts F- Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act, 2 CFR 200 and 45 CFR 75, Subparts F- Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

6. SERVICE CONTRIBUTIONS

Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]

- a. The Contractor for any Title III or Title VII-A services shall not use means tests.
- b. Any Title III or Title VII-A client that does not contribute toward the cost of the services received shall not be denied services.
- c. Methods used to solicit voluntary contributions for Title III and Title VII-A services shall

be non-coercive.

- d. Each service provider will:
1. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.
 2. Clearly inform each recipient that there is no obligation to contribute and that the contribution is purely voluntary.
 3. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and
 4. Establish appropriate procedures to safeguard and account for all contributions.
 5. Use all collected contributions to expand the services for which the contributions were given to supplement (not supplant) funds received under this Act.

7. PERFORMANCE STANDARDS

- a. The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.
- b. Contractor shall promptly establish and maintain services in accordance with the Scope of Work (Exhibit A) and shall remain ready, willing and able to provide such services to all interested members of the eligible service population within its service area throughout the term of this Agreement.
- c. In the event that the services delivered by Contractor during any quarter of the fiscal year is less than one-fifth (1/5) of the total number of service units provided for herein, the AAA may reduce the payment of grant funds in the ensuing quarter in proportion to the reduction in the level of services delivered by Contractor. If Contractor's under performance occurs during last quarter of the current fiscal year (April 1, 20XX to June 30, 20XX), the amount of the payment reduction as calculated in accordance with this subdivision shall constitute a liability of Contractor which is payable to AAA. Should Contractor's operations cease for a period of three (3) consecutive months in any given budget year, this Agreement shall be automatically terminated. Budgeted units of service may not be adjusted during a contract period without prior written approval from AASD.
- d. Contractor shall specify the manner in which Contractor intends to satisfy the service needs of low-income minority individuals in the area served, including attempting to provide such services at least in proportion to the number of low-income minority older individuals in the population serviced by Contractor.
- e. Contractor shall, with the consent of the older individual, or his/her representative, bring to the attention of appropriate officials for follow-up, conditions or circumstances, which place the older individual, or the household of the older individual, in imminent danger.
- f. Contractor shall create and maintain an emergency preparedness plan and Contractor shall, when feasible and appropriate, make arrangements for the availability of services to members of the eligible service population in weather or disaster related emergencies.

- g. Contractor shall create and utilize, as needed, a participant grievance policy which follows the procedures detailed in Title 22, Division 1.8, Chapter 3, Article 5, § 7400-7406 of the California Code of Regulations.
- h. Contractor shall assist participants in taking advantage of benefits under other programs.
- i. Contractor shall assure that all services funded under this Agreement are coordinated with other appropriate services in the community, to insure that these services do not constitute an unnecessary duplication of services provided by other sources.

8. CAPITAL ASSET EQUIPMENT

- a. At termination or completion of this Agreement, Contractor shall dispose of all "non-expendable equipment" which was purchased wholly or in part with federal or State funds, in accordance with federal, State and County procedures. If said equipment is to continue to be used to further the purpose of the Act by Contractor, said equipment shall remain with and continue to be used by Contractor subject to AAA's written consent.
- b. Unless otherwise provided for in this Section, property refers to all assets used in operation of this Agreement. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, intangibles, etc. Property does not include consumable office supplies such as paper, pencils, toner, file folders, etc.
- c. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).
 - 2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 - 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- e. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- f. Contractor shall keep track of property purchased with funds from this Agreement, and submit to the AAA annually with the Closeout, in electronic form a cumulative inventory of all property furnished or purchased by Contractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. Contractor shall use the electronic version of the Report of Property Furnished/Purchased with Agreement Funds (CDA 32) to report property, unless otherwise directed by the AAA.

Contractor shall record the following information when property is acquired:

1. Date acquired.
 2. Item description (include model number).
 3. CDA-issued tag number or other tag identifying it as State of California property.
 4. Serial number (if applicable).
 5. Purchase cost or other basis of valuation.
 6. Fund source.
- f. Prior to disposal of any property purchased by the Contractor with funds from this Agreement or any predecessor Agreement, Contractor must obtain approval from the AAA for all reportable property as defined in item c of this Section. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until the AAA obtains approval from the CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
- g. Contractor must remove all confidential, sensitive or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants (PDAs), cell or smart phones, multi-function printers, and laptops.
- h. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify the AAA and shall provide copies of investigative documentation and police reports as required by the AAA/CDA.
- i. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- j. Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until Contractor has complied with all written instructions from the AAA regarding the final disposition of the property.
- k. In the event of Contractor's dissolution or upon termination of this Agreement, Contractor shall provide a final property inventory to the AAA. The AAA reserves the right to require Contractor to transfer such property to another entity, or to the State.
- l. To exercise the above right, no later than 120 days after termination of the Agreement or notification of Contractor's dissolution the AAA will issue specific written disposition instructions to Contractor.
- m. Contractor shall use the property for the purpose for which it was intended under the

Agreement. When no longer needed for that use, Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. Another State program providing the same or similar service
2. Another State-funded program
- n. Contractor may share use of the property and equipment or allow use by other programs, upon written approval of the AAA. As a condition of the approval, the AAA may require reimbursement under this Agreement for its use.
- o. Contractor shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- p. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

9. FACILITY CONSTRUCTION OR REPAIR

- a. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following acts and shall include such provisions in any applicable agreements with subcontractors:
 1. Copeland "Anti-Kickback" Act [18 USC 874, 40 USC 3145] [29 CFR 3].
 2. Davis-Bacon Act [40 USC 3141 et seq.] [29 CFR 5].
 3. Contract Work Hours and Safety Standards Act [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8].
 4. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations [41 CFR 60.]
- b. Contractor shall not use payments for construction, renovation, alteration, improvement, or repair of privately owned property which would enhance the owner's value of such property to the benefit of the owner except where permitted by law.
- c. When funding is provided for construction and non-construction activities, Contractor must obtain prior written approval from the AAA before making any fund or budget transfers between construction and non-construction.

10. LAWS AND REGULATIONS

- a. AAA and Contractor shall comply with the provisions of the Act, any amendments thereto, federal and State regulations now or hereafter enacted pursuant to the Act, applicable provisions of CDA's Title III / VII Program Manual and of the Sub-Grant Award conditions between CDA and County, and any other statute, regulation or guideline applicable to this program. AAA, and Contractor agree to administer this program in accordance with this Agreement and with all applicable local, State, and federal laws including, but not limited to, wages, hours of employment, and occupational safety, as well as all applicable fire, safety, health, and sanitation regulations, directives, guidelines,

and/or manuals related to this Agreement. Contractor shall abide by all applicable emergency orders by any federal, state, or local entity. The Contractor shall use the California Statewide Guidelines in the provision of OAA legal services. AAA, and Contractor further agree to resolve all issues using good administrative practices and sound judgment. The Contractor shall use the California Statewide Guidelines in the provision of OAA legal services. Contractor shall keep in effect all licenses, permits, notices, and certificates that are required by law.

- b. Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to the appropriate governmental agencies.
- c. If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:
 - 1. Clean Air Act as amended [42 USC 7401]
 - 2. Federal Water Pollution Control Act as amended [33 USC 1251 et seq.]
 - 3. Environmental Protection Agency Regulations [40 CFR 29] [Executive Order 11738].
 - 4. State Contract Act [Cal. Pub. Con. Code § 10295 et seq.]
 - 5. Unruh Civil Rights Act [Cal Pub. Con Code § 2010]
- d. Contractor shall assure the CDA that it will abide by the Drug-Free Workplace Act of 1990, by signing the Drug-Free Workplace Certification, STD.21.

11. **LOBBYING CERTIFICATION**

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- c. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including sub grants, and contracts

under grants, loans, and cooperative agreements which exceed \$100,000) and that sub recipients shall certify and disclose accordingly.

- d. This certification is a material representation of fact upon which reliance was placed when this Agreement was made or entered into. This certification is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

12. PROHIBITIONS

- 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.
- c. Kern County Administrative Bulletin No. 19 Free Speech Policy is attached as Exhibit D.

13. DEBARMENT, SUSPENSION, and OTHER RESPONSIBILITY MATTERS

- a. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors [45 CFR 92.35]:
 - 1. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency; and
 - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 4. Have not within a three-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 - 5. Contractor shall report immediately to the County in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- b. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractor's debarment/suspension status.

14. NONDISCRIMINATION IN PROVIDING SERVICES AND EMPLOYMENT

- a. Contractor shall provide services to any person determined to be eligible to receive program services pursuant to the provisions of the Act unless such person is considered to be a source of disruption to other persons receiving services or is not capable of benefiting from such services.
- b. In providing services to the elderly, Contractor shall not discriminate against or deny service to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, and shall not discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age or sex. Contractor shall also ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
- c. Contractor shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et seq.), as amended by the Equal Opportunity Act of March 24, 1972, as amended (20 U.S.C. Section 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. Section 794, which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. Sections 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. Sections 290 dd-3 and 290 ee-3) as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. Section 43601, et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply.
- d. Equal Access to Federally Funded Benefits, Programs and Activities (Title VI of the Civil Rights Act of 1964). Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d: 45 CFR Part 80), which prohibits recipients of federal financial assistance from discrimination against persons based on race color, religion or national origin.
- e. Equal Access to State Funded Benefits, Programs and Activities. Contractor shall, unless exempted, ensure compliance with the requirements of Government Code § 11135, et seq. and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. (22 CCR § 98323)
- f. Contractor assures the County and the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. Section 12101, et seq.)

- g. The signatures affixed hereon shall constitute a certification, under the penalty of perjury under the laws of the State of California, that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
- h. Proof of age or citizenship shall not be required as a condition of receiving services.

15. 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 IRCA and shall ensure that any subcontractors hired by Contractor to perform services under this Agreement are in compliance with IRCA. In addition, Contractor agrees to indemnify, defend and hold harmless 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).

16. NEGATION OF PARTNERSHIP

In the performance of the 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 or CDA. Contractor has and retains the right to exercise full supervision and control over 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.

17. TERMINATION

- a. County may terminate performance of work under this Agreement, in whole or in part, without cause, if County determines that a termination is in the County's best interest. County may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. Contractor shall submit to County/AASD a Transition Plan as specified in Section 25 of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of the Agreement shall be deemed to remain in effect and is not void.
- b. County may terminate, in whole or in part, for cause the performance of work under this Agreement. County may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. Contractor shall submit to County/AASD a Transition Plan as specified in Section 24 of this Agreement. The grounds for termination for cause shall include, but

are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
 2. A violation of the law or failure to comply with any condition of this Agreement.
 3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
 4. Failure to comply with reporting requirements.
 5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.
 6. Delinquency of payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
 7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation, proceedings by or against the Contractor.
 8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
 9. The commission of an act of bankruptcy.
 10. Finding of debarment or suspension. [Section 13]
 11. The Contractor's organizational structure has materially changed.
 12. County determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.
- c. After receipt of a Notice of Termination, and except as directed by County, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.
- The Contractor shall:
1. Stop work as specified in the Notice of Termination.
 2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
 3. Terminate all subcontracts to the extent they relate to the work terminated.
 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).
- d. Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by County, the reason for such action and, any conditions of the termination, including the date of termination.
- e. In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give County Notice of Intent to Terminate. Such notice shall be given in writing to County at least ninety (90) days prior to the proposed termination date. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. Contractor shall submit to County/AASD a Transition Plan as specified in Section 24 of this Agreement.

18. INFORMATION INTEGRITY AND SECURITY (FORMERLY CONFIDENTIALITY)

This Information Confidentiality and Security Requirements section sets forth the information privacy and security requirements the Contractor is obligated to follow with respect to all personal, confidential, and sensitive information (as defined herein) disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of the AAA pursuant to Contractor's Agreement with AAA and the CDA Program Guide (located at:

<https://aging.ca.gov/Providers and Partners/Area Agencies on Aging/>).

(Such personal, confidential, and sensitive information is referred to here as AAA/CDA PSCI.) CDA, AAA and the Contractor desire to protect their privacy and provide for the security of AAA/CDA PSCI pursuant to this section of the Program Guide and in compliance with state and federal laws applicable to AAA/CDA PSCI.

The terms of this section shall apply to all contracts, subcontracts, and subawards made by the Contractor in furtherance of the Agreement and services provided in accordance with the CDA Program Guide. The Contractor shall require its agents, subcontractors, or independent consultants (collectively, agents) to conform to this section regarding AAA/CDA PSCI.

a. Definitions

- i. Breach:
 - i. the unauthorized acquisition, access, use, or disclosure of AAA/CDA PSCI in a manner in which comprises the security, confidentiality, or integrity of the information; or
 - ii. the same definition of "breach of the security system" set forth in California Civil Code section 1798.29, subdivision (f); or
 - iii. the same as the definition of "breach" set forth in the Health Insurance Portability and Accountability Act Privacy Rule, 45 Code of Federal Regulations 164.402.
2. Confidential Information: Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 Et seq.).
3. Disclosure: the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
4. PSCI: "personal information", "sensitive information", and "confidential information" (as these terms are defined herein).
5. Personal Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It is CDA's policy to consider all information about individuals private unless such information is determined to be a public record. Personal Information also includes the following:
 - i. Notice-Triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California

identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying information assigned to the individual, such as finger or voice print or a photograph. See Civil Code section 1798.29.

- ii. Protected Health Information (PHI): The term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
- 6. Public Information: Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 7920.000 Et seq.).
- 7. Security Incident:
 - i. A breach or attempted breach; or
 - ii. The attempted or successful unauthorized access, disclosure, modification, or destruction of AAA/CDA PSCI, in violation of any state or federal law or in a manner not permitted under the CDA Program Guide; or
 - iii. The attempted or successful modification or destruction of, or interference with, the Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of AAA/CDA PSCI; or
 - iv. Any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- 8. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher-than-normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.

b. Disclosure Restrictions

The Contractor shall protect AAA/CDA PSCI from unauthorized disclosure. The Contractor shall not disclose, except as otherwise specifically permitted by the Agreement and the CDA Program Guide, any AAA/CDA PSCI to anyone other than CDA personnel or programs without prior written authorization from the CDA.

1. The Contractor and CDA mutually agree that the creation, receipt, maintenance, transmittal, and disclosure of data from CDA containing PHI shall be subject to the Health Insurance Portability and Accountability Act of 1996 and its implementing privacy and security regulations at 45 CFR Parts 160 and 164 (collectively and as used in this Agreement, HIPAA.). The Contractor agrees to provide the same, or greater, level of protection to CDA data that would be required if the Contractor were a Business Associate under HIPAA, regardless of whether the Contractor is or is not a Business Associate.
2. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to AAA/CDA PSCI covered under the CDA Program Guide beyond those provided through HIPAA, Contractor agrees:
 - i. To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - ii. To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate.
 - iii. Examples of laws that provide additional and/or stricter privacy protections to certain types of AAA/CDA PSCI, as defined in Section 3.11.1 of the CDA Program Guide, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.
 - iv. If the Contractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, the Contractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) of that section.

c. Use Restrictions

The Contractor shall not use any AAA/CDA PSCI for any purpose other than performing the Contractor's obligations under the Agreement and the CDA Program Guide.

d. Safeguards and Security

The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of AAA/CDA PSCI including electronic AAA/CDA PSCI that it creates, receives, maintains, uses, or transmits on behalf of CDA. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The Contractor's administrative, technical, and physical safeguards shall include, at a minimum:

1. **Technical Security Controls:**
The Contractor shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at <https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final>; updates will be available online at <https://csrc.nist.gov/publications/sp800>.
2. **Removable Media Devices:**
All electronic files that contain AAA/CDA PSCI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices, tapes, etc.). PSCI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
3. **Patch Management:**
The Contractor shall apply security patches and upgrades and keep virus software up to date on all systems which PHI and other confidential information may be used.
4. **Confidentiality Statement:**
All people that will be working with AAA/CDA PSCI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by all people prior to accessing AAA/CDA PSCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDA inspection for a period of six (6) years following contract termination.
5. **Transmission and Storage of PSCI:**
All persons that will be working with AAA/CDA PSCI shall employ with FIPS 140-3 compliant encryption of PHI, at rest and in motion, unless it has been determined that such encryption is unreasonable and inappropriate based upon a risk assessment and equivalent alternative measures are in place and documented as such.
6. **Minimum Necessary:**
Only the minimum necessary amount of AAA/CDA PSCI required to perform necessary business functions applicable to the terms of the CDA Program Guide may be used, disclosed, copied, downloaded, or exported.
7. **Antivirus Software:**
All workstations, laptops and other systems that process and/or store AAA/CDA PSCI must install and actively use a comprehensive anti-virus software solution

with automatic updates scheduled at least daily.

8. **Data Security:**
AAA/CDA PSCI will be stored separately from other customers' data. Data will be stored and processed within the continental United States, and remote access to data from outside the continental United States will be prohibited. Data will be encrypted such that unauthorized parties are unable to read the data within the database/data repositories or any backups.

e. Employee Training

All persons who assist in the performance of functions or activities on behalf of CDA, or access or disclose AAA/CDA PSCI, must complete information privacy and security training, at least annually, at the Contractor's expense. Each person who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.

f. Employee Discipline

Appropriate sanctions must be applied against persons who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.

g. Background Check

Before a person may access AAA/CDA PSCI, a thorough background check of that person must be conducted, with evaluation of the results to assure that there is no indication that the person may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. The Contractor shall retain each person's background check documentation for a period of three (3) years following contract termination.

1. **Mailing:**

Mailings of AAA/CDA PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of AAA/CDA PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDA to use another method is obtained.

2. **Security Officer:**

The Contractor shall designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with CDA. Mitigation of Harmful Effects: The Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PSCI and other confidential information in violation of the requirements of the CDA Program Guide.

3. **Access to, and Accounting For, Disclosure of PSCI:**

The Contractor shall document and make available to CDA or (at the direction of CDA) to an Individual such disclosures of AAA/CDA PSCI and information related to such disclosures necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by 45 CFR section 164.524 or any applicable state or federal law.

h. Access to Practices, Books, and Records

The Contractor shall make its internal practices, books, and records relating to the use and disclosure of PSCI on behalf of CDA available to CDA upon reasonable request.

i. Special Provision for SSA Data

If the Contractor receives data from or on behalf of CDA that was verified by or provided by the Social Security Administration (SSA Data) and is subject to an agreement between CDA and SSA, the Contractor shall provide, upon request by CDA, a list of all employees and agents who have access to such data, including employees and agents of its agents, to CDA.

j. Breaches and Security Incidents

The Contractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

1. Notice to CDA:

The Contractor shall notify CDA immediately by email or telephone of the discovery of:

- i. Unsecured AAA/CDA PSCI if the AAA/CDA PSCI is reasonably believed to have been accessed or acquired by an unauthorized person.
- ii. Any suspected security incident which risks unauthorized access to AAA/CDA PSCI and/or other confidential information.
- iii. Any intrusion or unauthorized access, use, or disclosure of AAA/CDA PSCI in violation of this Agreement; or
- iv. Potential loss of confidential data affecting this agreement.
- v. Notice via email shall be made using the current CDA 1025 "Information Security Incident Report" forms and shall include all information known at the time the incident is reported. The forms are available online at: <https://aging.ca.gov/Informationsecurity/>.
- vi. Upon discovery of a breach or suspected security incident, intrusion, or unauthorized access, use or disclosure of AAA/CDA PSCI, the Contractor shall take:

- (a) Prompt corrective action to mitigate any risks or damages involved

with the security incident or breach; and

- (b) Any action pertaining to such unauthorized disclosure is required by applicable Federal and State laws and regulations.

2. Investigation of Security Incident or Breach:
The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of AAA/CDA PSCI.
3. Complete Report:
The Contractor shall provide a complete report of the investigation to CDA within (10) working days of the discovery of the breach or unauthorized use or disclosure. The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan including information on measures that were taken to halt and/or contain improper use or disclosure. If CDA requests information in addition to this report, the Contractor shall make reasonable efforts to provide CDA with such information. CDA will review and approve or disapprove the Contractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and the Contractor's corrective action plan.
 - i. If the Contractor does not submit a complete report within the ten (10) working day timeframe, the Contractor shall request approval from CDA within the ten (10) working day timeframe of a new submission timeframe for the complete report.
4. Notification of Individuals:
If the cause of a breach is attributable to the Contractor or its agents, the Contractor shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. CDA shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.
5. Responsibility for Reporting Breaches to Entities other than CDA:
If the cause of a breach of AAA/CDA PSCI is attributable to the Contractor or its subcontractors, the Contractor is responsible for all required reporting of the breach as required by applicable federal and state law.
6. Submission of Sample Notification to Attorney General:
If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether the Contractor is considered only a custodian and/or non-owner of the AAA/CDA PSCI, the Contractor shall, at its sole expense and at the sole election of CDA, either:
 - i. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). The Contractor shall

inform the CDA Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or

- ii. Cooperate with and assist CDA in its submission of a sample copy of the notification to the Attorney General.

k. Contact Information

To direct communications to the above referenced CDA staff, the Contractor shall initiate contact as indicated herein. AAA reserves the right to make changes to the contact information below by giving written notice to the AAA who will notify Contractor.

AAA Director	AAA Contract Monitoring Information Security Officer
Kern County Aging and Adult Services 5357 Truxtun Avenue Bakersfield, CA 93309 661-868-1000	Kern County Aging and Adult Services 5357 Truxtun Avenue Bakersfield, CA 93309 661-868-1000

l. Responsibility of AAA

CDA agrees to not request the Contractor use or disclose PSCI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

m. Audits, Inspections, and Enforcement

- 1. **CDA Right to Inspect:**
From time to time, CDA may inspect the facilities, systems, books, and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) section. The Contractor shall promptly remedy any violation of any provision of this ICSR section. The fact that CDA inspects, or fails to inspect, or has the right to inspect, the Contractor's facilities, systems, and procedures does not relieve the Contractor of its responsibility to comply with this ICSR section.
- 2. **Notification to CDA in Event the Contractor is Subject to Other Audit:**
If the Contractor is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to the Agreement and/or the CDA Program Guide or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, the Contractor shall promptly notify CDA unless it is legally prohibited from doing so.

n. Miscellaneous Provisions

- 1. **Disclaimer:**
CDA makes no warranty or representation that compliance by the Contractor with the CDA Program Guide will satisfy the Contractor's business needs or compliance obligations. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of AAA/CDA PSCI and other

confidential information.

2. Amendment:

- i. Any provision of the Agreement or the CDA Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of the Agreement and/or the CDA Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- ii. Failure by the Contractor to take necessary actions required by amendments to the Agreement and/or the CDA Program Guide shall constitute a material violation.

3. Assistance in Litigation or Administrative Proceedings:

The Contractor shall make itself, its employees, and agents available to CDA at no cost to CDA to testify as witnesses in the event of litigation or administrative proceedings being commenced against CDA, its director, officers, or employees based upon claimed violation of laws relating to security and privacy, and which involves inactions or actions by the Contractor (except where the Contractor or its subcontractor, workforce employee, or agent is a named adverse party).

4. No Third-Party Beneficiaries:

Nothing in the CDA Program Guide is intended to or shall confer upon any third person, any rights, or remedies whatsoever.

5. Interpretation:

The terms and conditions in the CDA Program Guide shall be interpreted as broadly as necessary to implement and comply with regulations and applicable laws. The parties agree that any ambiguity in the terms and conditions of the CDA Program Guide shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

6. No Waiver of Obligations:

No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation or shall prohibit enforcement of any obligation on any other occasion.

7. Return or Destruction of AAA/CDA PSCI on Expiration or Termination:

At expiration or termination of the Agreement, if feasible, the Contractor shall return or destroy all AAA/CDA PSCI that the Contractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, CDA and the Contractor shall determine the terms and conditions under which the Contractor may retain the PSCI.

8. Data Sanitization:

All AAA/CDA PSCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the AAA/CDA PSCI is no longer needed.

- i. Survival

If return or destruction of AAA/CDA PSCI is not feasible upon the completion or termination of the Agreement, the respective rights, and obligations of the Contractor under this Section shall survive the completion or termination of the Agreement between the Contractor and CDA. The Contractor shall also limit further uses and disclosures of AAA/CDA PSCI to those purposes that make the return or destruction of the information infeasible.

19. COPYRIGHTS AND RIGHTS IN DATA

- a. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section e of this Article.
- b. The Contractor may request permission to copyright material by writing to the Director of County, who may then submit a request to the Director of CDA. The Director of CDA shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.
- c. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.
- d. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- e. The Contractor shall not publish or transfer any materials, as defined in paragraph f below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by County. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- f. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
- g. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.
- h. The CDA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

1. The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
 2. Any rights of copyright/trademark to which a AAA or subcontractor purchases ownership with grant funds.
- i. All press releases or any program advertisement utilizing the California Department of Aging (CDA) logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all use of CDA logo or mention of CDA in materials. The Contractor should email the draft press release to the designated Kern County Aging and Adult Services (KCAASD) staff member representative at least twenty-eight (28) days in advance of the announcement or event. The KCAASD staff member will email the draft press release to communications@aging.ca.gov and copy the appropriate CDA Program team.
 - j. The Contractor must coordinate media and kick-off events with KCAASD, who will coordinate with the CDA Office of Communications.
 - k. If Agreement funds are used for outreach, including paid and earned advertising, all materials must receive preapproval from KCAASD before publication or production. KCAASD will request approval from the CDA Office of Communications. Any mention of the CDA name or organization in press or outreach materials requires prior approval. The appropriate KCAASD representative will coordinate this process with CDA. Materials will be submitted by KCAASD to the appropriate CDA program manager for the CDA Office of Communications for review. They will be assessed in batches on the first and fifteenth of each month, with a minimum twenty (20) business day approval period.

20. LICENSES

Contractor and its personnel shall obtain and maintain, during the term of this Agreement, all appropriate licenses, permits and certificates required by all applicable local, State, and/or federal laws, regulations, guidelines, and directives for the operation of its facility and for the provision of services hereunder.

21. REPORTS, RECORDS AND AUDITS

- a. Reports: Contractor shall submit informational reports as required by CDA or AAA concerning program and fiscal activities. The reports will be submitted in a format (electronic and/or written) as required by the CDA or AAA. Periodic reports will be required identifying and tracking unmet needs for the ombudsman program and projected costs associated in addressing these unmet needs.
 1. Contractor shall enter data into the Internet-based National Ombudsman Reporting System (NORS) utilizing the Aging network.com portal as required. NORS data entry must be timely, complete, accurate, and verifiable.
 2. Contractor shall complete entry of data for quarterly NORS reports no later than one month following the end of the reporting quarter, (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.
 3. Contractor shall complete information on the Aging Network.com portal on an

ongoing basis and submit an email notification to the (Office of the State Long-term Care Ombudsman (hereinafter "OSLTCO") that data entry is complete by the quarterly/annual deadline.

4. For any reports thirty (30) days or more in arrears of the due date, the Contractor shall immediately provide a written explanation to the OSLTCO and AAA. This written explanation shall include the reasons for the delay and the date the report will be submitted, the date being contingent on agreement of the date by the OSLTCO.
- b. Program Records: Contractor shall maintain adequate program records of services provided in sufficient detail to permit an evaluation of services and accountability of expenditures. All program records shall be retained for a minimum of five (5) years following expiration or termination of this Agreement, or until County, CDA, State and/or federal audit findings applicable to such services are fully resolved, whichever is later. All program records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA, AAA, or other federal, State or local representatives for the purposes of project review and/or fiscal audit. In addition to requirements set forth under this paragraph, Contractor shall comply with any additional project report requirements of CDA or AAA.
- c. Financial Records: Contractor shall prepare and maintain complete financial records in accordance with generally accepted accounting principles and the procedures set out by the CDA. Entries in all financial records shall identify and track the categorical sources of revenue and income for the purposes of which each is intended as identified in the Budget (Exhibit B). Such records shall also identify all costs by each category of program activity by each line item identified on said budget. All financial records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advises, vendor invoices, utilization records, subsidiary ledgers and journals, appointment logs, etc.). Any apportionment of costs shall be made in accordance with the provisions of CDA's Title III/VII Program Manual and the Fiscal Management Manual for AAA Service Providers. All financial records shall be retained for a minimum of five years following expiration or termination of this Agreement or until CDA and all other federal and State audit findings are fully resolved, whichever is later. All financial records shall be retained by Contractor at its address as set forth herein and during such retention period shall be made available at reasonable times to authorized CDA or other State or federal representatives for the purpose of inspection or audit.
- d. Preservation of Records: Within forty-eight (48) hours after Contractor's facility is closed or Contractor discontinues operations, Contractor shall notify AAA in writing and make arrangements for the preservation of the project and financial records in accordance with subsections b and c, above.
- e. Audit Reports: Contractor agrees to participate in the single audit required of the Contractor in accordance with Public Law 104-156, and Office of Management and Budget [2 CFR Part 200, Subpart F Audit Requirements] [formerly OMB Circular A-133] and all other federal and State requirements. The specific requirements for documentation may be obtained from AAA upon request. If Contractor obtains audits for their agencies, they shall provide AAA with two (2) copies of their audit. Copies of the completed audit shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine months after the end of the audit period. Contractor shall permit CDA and County, access to all audit reports and work papers of independent auditors of Contractor and subcontractors. CDA and County shall have the option to perform audits and/or additional work as needed. Audits to be performed shall be,

minimally, financial and compliance audits and may include economy and efficiency and/or program results audits.

For purposes of reporting, the Contractor shall ensure that State-Funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through the California Department of Aging.

The following closely related programs identified by CFDA number are to be considered as an "Other Cluster" for purposes of determining major programs or whether a program specific audit may be elected. Contractor shall identify the CFDA titles and numbers to the independent auditor conducting the organization's single audit along with each of its subcontractors. The funding source (Federal Grantor) for the following programs is the U.S. Department of Health and Human Services, Administration for Community Living.

- 93.041 Special Programs for the Aging-Title VII-A, Chapter 3 Programs for Prevention of Elder Abuse, Neglect, and Exploitation (Title VII-A, Chapter 3).
- 93.042 Special Programs for the Aging-Title III B & VII-A, Chapter 2 Long Term Care Ombudsman Services for Older Individuals (Title III B & VII-A, Chapter 2).
- 93.042 American Rescue Plan, 2021, Long Term Care Ombudsman Older Americans Act Title VII Ombudsman
- 93.043 Special Programs for the Aging-Title III, Part D-Disease Prevention and Health Promotion Services (Title III D).
- 93.043 American Rescue Plan, 2021, Preventative Health Older Americans Act Title III D
- 93.044 Special Programs for the Aging-Title III, Part B-Grants for Supportive Services and Senior Centers (Title III B).
- 93.044 American Rescue Plan, 2021, Supportive Services Older Americans Act Title III B
- 93.045 Special Programs for the Aging-Title III, Part C-Nutrition Services (Title III C).
- 93.045 American Rescue Plan, 2021, Congregate Meals Older Americans Act Title III C1 and Home Delivered Meals Title III C2
- 93.052 National Family Caregiver Support Program-Title III, Part E
- 93.052 American Rescue Plan, 2021, Family Caregivers Older Americans Act Title III E
- 93.053 Nutrition Services Incentive Program.

"Cluster of programs" means a grouping of closely-related programs that share common compliance requirements. The types of clusters of programs are research and development, student financial aid, and other clusters. "Other clusters" are defined by the consolidated CFR in the Compliance Supplement or as designated by a State for

federal awards provided to its subcontractors that meet the definition of “cluster of programs.” When designating an “other cluster,” a state shall identify the federal awards included in the cluster and advise the subcontractors of compliance requirements applicable to the cluster. A “cluster of programs” shall be considered as one program for determining major programs, as described in 45 CFR 75.525(a), whether a program-specific audit may be elected. (Federal Office of Management and Budget, [45 CFR 75 Requirements], Audits of States, Local Governments, 45 CFR 75 Appendix V to part 75 F. 1 and Non Profit Organizations 45 CFR 75 Appendix IV to part 75 C. 2.a.)

- f. Financial Closeout Reports: Contractor shall provide AAA with two copies of an annual Closeout Report within fifteen (15) days following the fiscal year end. Attached to each Closeout Report shall be a financial statement and a reconciliation of the Profit and Loss Statement to the Closeout report The Closeout Report shall be prepared in a form acceptable to AAA.
- g. Contractor shall maintain complete records (which shall include, but not be limited to, accounting records, employee salary and benefits records, contracts, agreements, letters of agreement, insurance documentation, Memoranda and/or Letters of Understanding and patient records, Financial Closeout Report to the audited financial statements, a summary worksheet of results from the audit resolutions performed for all subcontractors with support documentation, and electronic files) of its activities and expenditures hereunder and shall make all records pertaining to this Agreement available for inspection and audit by the AAA and the State or its duly authorized agents, at any time during normal business hours. All such records must be maintained and made available by Contractor: (1) until an audit of the July 1, 2026 through June 30, 2027 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the CDA’s Audit and Risk Management Branch, or (2) for such longer period, if any, as is required by applicable statute or by any other clause of this Agreement.
- h. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified earlier in this Agreement.
- i. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of AAA.
- j. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by AAA/CDA under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by AAA/CDA during the audit resolution process.
- k. Contractor agrees that the CDA shall have the right to review, obtain, and copy all records pertaining to the administrative, fiscal and program performance under this Agreement. Contractor agrees to provide CDA with any relevant information requested and shall permit CDA access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under

investigation for the purpose of determining compliance with Government Code section 8546.7, et seq. Contractor further agrees to maintain such records for a period of five (5) years after final payment under this Agreement.

- I. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and subcontractors under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to AAA, who will provide notice to Contractor. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- m. Contractor shall submit informational reports as required by the California Department of Aging (CDA) or County concerning program and fiscal activities. Reports shall be submitted in a format, (electronic and/or written) as required by the CDA or AAA. Contractor shall prepare and submit to the County by the 20th of the month, a claim for Payment, Revenue and Expense Report, and all back up pertaining to Revenue and Expenditures for the previous month's activity. By the 15th of each month all-previous month's statistical information is to be submitted to the AAA in the required format.
- n. If during the term of this Agreement, the total funds awarded equal or exceed \$10,000, Contractor agrees to be subject to the examination and audit by the Bureau of State Audits for a period of three (3) years after final payment under this Agreement.
- o. After the authorized period has expired, confidential records shall be destroyed by shredding and disposed of in a manner that will maintain confidentiality.
- p. All records and files maintained by the local Ombudsman Program relating to any complaint or investigation shall remain confidential unless authorized by the resident, resident representative, State Ombudsman, or local Ombudsman Program Coordinator in compliance with OSLTCO policies and procedures pursuant to [OAA 705 § § (a)(6)(C); 712(d)(2)] [45 CFR 1324.11(e)(3); 1324.19(b) (6-9)] [Welf. & Inst. Code 9725] as follows:
 1. Written consent of all complainants, residents and witnesses identified in the record or by the legal representatives of the complainants, residents, or witnesses;
 2. Oral consent of all complainants, residents and witnesses identified in the record and the oral consent is documented by a State Certified Ombudsman representative or;
 3. Court order.
- q. UEI Number and Related Information
 1. The Unique Entity Identifier changed from the DUNS Number to the Unique Identity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to County prior to the execution of this Agreement. Business entities

may register for a UEI number at <https://sam.gov/content/duns-uei>

2. The Contractor must register the UEI number and maintain an “Active” status within the federal system for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If County cannot access or verify “Active” status the Contractor’s UEI information, which is related to this Agreement on the Federal Funding Accountability and Transparency Act Sub Award Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its UEI number, the Contractor must immediately update the information as required.

22. INDEMNIFICATION

Contractor agrees to indemnify, defend and hold harmless the State and County, their agents, officers and employees, volunteers and authorized representatives from and against all suits, claims, actions, proceedings, demands, liability, costs and charges, legal expenses and other costs in the form of damages or penalties levied against the County, or any of its agents, officers, directors and employees in any way caused by Contractor, or any person acting for or on Contractor’s behalf, occasioned by the operations which are the subject of this Agreement.

23. CHOICE OF LAW/VENUE

The parties hereto agree that the provisions of this Agreement shall 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.

24. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to County as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

25. TRANSITION PLAN

- a. The Contractor shall submit a transition plan to the County/AASD within fifteen (15) days of delivery of a written Notice of Termination (pursuant to Section 17 of this Agreement) for a service funded either by Title III or Title VII. The transition plan must be approved by the County/AASD and shall at a minimum include the following:
 1. A description of how clients will be notified about the change in their service provider.
 2. A plan to communicate with other organizations that can assist in locating alternative services.
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals.
 4. A plan to transfer any confidential medical and client records to the County.
 5. A plan to dispose of confidential records in accordance with applicable laws and regulations.
 6. A plan for adequate staff to provide continued care through the remaining term of the agreement.
 7. A full inventory and plan to dispose of, transfer, or return to the County all

equipment purchased during the entire operation of the Agreement.

8. Additional information as necessary to effect a safe transition of clients to other community service providers.
- b. The Contractor shall implement the transition plan as approved by the County. The County will monitor the Contractor's progress in carrying out all elements of the transition plan.
- c. If the Contractor fails to provide and implement the transition plan as required under Section 17 of this Agreement, the Contractor will implement a transition plan submitted by the State Ombudsman to the Contractor. This transition plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program

26. SEVERABILITY

Should any part, term portion or provision of this Agreement be finally decided to be in conflict with any law or 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.

27. INSURANCE

Contractor, in order to protect County and its board members, officials, agents, officers, and employees against all claims and liability for death, injury, loss and damage as a result of Contractor's actions in connection with the performance of Contractor's obligations, as required in this Agreement, shall secure and maintain insurance as described below. Contractor shall not perform any work under this Agreement until Contractor has obtained all insurance required under this section and the required certificates of insurance and all required endorsements have been filed with the Department's Contract Coordinator. 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. The Contractor shall promptly deliver to the Department's Contract Coordinator a certificate of insurance, and all required endorsements, with respect to each renewal policy, as necessary to demonstrate the maintenance of the required insurance coverage for the term specified herein. Such certificates and endorsements shall be delivered to the Department's Contract Coordinator not less than 30 days 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 sub-contractors to provide workers' compensation for all of

the subcontractors' employees, unless the sub-contractors' 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 sub-contractor 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 sub-paragraph b. shall include an endorsement naming the County and County's board members, officials, officers, agents and employees as additional insureds for liability arising out of this Agreement and any operations related thereto. Said endorsement shall be provided using one of the following three options: (i) on ISO form CG 20 10 11 85; or (ii) on ISO form CG 20 37 10 01 plus either ISO form CG 20 10 10 01 or CG 20 33 10 01; or (iii) on such other forms which provide coverage at least equal to or better than form CG 20 10 1185.
- (3) Any self-insured retentions in excess of \$100,000 must be declared on the Certificate of Insurance or other documentation provided to County and must be approved by the County Risk Manager.

- (4) If any of the insurance coverages required under this Agreement is written on a claims-made basis, 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 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 to do business in California and listed in the current "Best's Key Rating Guide" publication with a minimum rating of A-; VII. Any exception to these requirements must be approved by the County Risk Manager.
- e. If 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. County, at its sole option, may terminate this Agreement and obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County shall deduct from sums due to Contractor any premiums and associated costs advanced or paid by County for such insurance. If the balance of monies obligated to Contractor pursuant to this Agreement are insufficient to reimburse County for the premiums and any associated costs, Contractor agrees to reimburse County for the premiums and pay for all costs associated

with the purchase of said insurance. Any failure by County to take this alternative action shall not relieve Contractor of its obligation to obtain and maintain the insurance coverages required by this Agreement.

28. FIDELITY BOND

- a. All of Contractor's officers, employees and agents handling or having access to funds (other than petty cash) received or disbursed by Contractor pursuant to this agreement shall be covered by a blanket fidelity bond in an amount not less than \$10,000 for each officer, employee and agent. Contractor shall notify in writing County's Aging and Adult Services Department if the bond is canceled or reduced, in which event the County may withhold further payment until proper coverage has been obtained.
- b. In instances where Contractor is a public agency and wishes to meet the Blanket fidelity Bond requirements by self-bonding or wishes to have the bond requirement waived by County, County shall be provided with detailed documentation of Contractor's provisions for coverage or rationale for requesting a waiver. Decisions regarding the adequacy of self-bonding or whether to grant a waiver of this requirement shall be made by the Director of the Aging and Adult Services Department in consultation with County's Risk Management Manager.

29. INTEGRATION

The body of this Agreement, together with the exhibits attached hereto, and specifically referenced materials, express the entire understanding of the parties with respect to this Agreement. Amendments to this Agreement shall be formally approved and executed in writing by the parties hereto prior to becoming effective.

30. CONFLICT OF INTEREST

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

31. COVENANT AGAINST CONTINGENT FEES

- a. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.
- b. For breach or violation of this warranty, AAA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

32. BUDGET REVISION

Internal budget revisions (Revisions to Exhibit B), which reflect a change in funding between the programs funded with the Older Americans Act Grant, but not a change in the total amount of

the Older Americans Act Grant as provided in paragraph 5.a. above, may only be made administratively by the written consent of the Director of the County's AAA and Contractor. Such budget changes and revisions shall not be retroactive.

33. AMENDMENTS

- a. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed, and approved by both parties. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- b. Any provision of this Agreement or the Program Guide which conflicts with current or future applicable federal or state laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement and/or the Program Guide shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.
- c. Failure by the Contractor to take necessary actions required by amendments to this Agreement and/or the Program Guide shall constitute a material violation.
- d. The AAA reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the California Department of Aging or the Executive Branch of State government.

34. NOTICE

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

To COUNTY:

Director
County of Kern
Aging & Adult Services Department
5357 Truxtun Avenue
Bakersfield, CA 93309

To CONTRACTOR:

Agency Director
Agency Name
Agency Address

[The remainder of this page was intentionally left blank]

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

APPROVED AS TO CONTENT:
Aging and Adult Services Department

COUNTY OF KERN

By: _____
Aging and Adult Services, Director

By: _____
Chairman, Board of Supervisors

Date: _____

Date: _____

APPROVED AS TO FORM:
Office of the County Counsel

CONTRACTOR

By: _____
Deputy County Counsel

By: _____
Name, Agency Title

Date: _____

Date: _____

“CONTRACTOR”

EXHIBIT C
COMMUNITY FOCAL POINTS LIST

Bakersfield Senior Center 530 Fourth Street Bakersfield, CA 93304	Rasmussen Senior Center 115 East Roberts Lane Bakersfield, CA 93308
Ben Austin Senior Center 1751 McKee Road Bakersfield, CA 93307	Richard Prado Senior Center 2101 Ridge Road Bakersfield, CA 93305
California City Senior Center 10221 Heather Avenue California City, CA 93505	Ridgecrest Senior Center 125 South Warner Street Ridgecrest, CA 93555
Delano Community Senior Center 436 Jefferson Street Delano, CA 93215	Shafter (W.C. Walker) Senior Center 505 Sunset Avenue Shafter, CA 93263
East Niles Senior Center 6601 East Niles Street Bakersfield, CA 93306	Taft Senior Center 500 Cascade Avenue Taft, CA 93268
Hummel Hall Senior Center 2500 West 20 th Street Rosamond, CA 93560	Tehachapi Senior Center 500 East "F" Street Tehachapi, CA 93561
Kern River Valley Senior Center 6409 Lake Isabella Blvd Lake Isabella, CA 93240	Wasco Senior Center 1280 Poplar Street Wasco, CA 93280
Lamont Community Center 10300 San Diego Street Lamont, CA 93241	
Kern County Aging and Adult Service 5357 Truxtun Avenue Bakersfield, CA 93309	

Kern County Administrative Bulletin



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