

1 AGREEMENT

2 THIS AGREEMENT is made and entered into this ___1st___ day of ___July_____,
3 2018, by and between the COUNTY OF TULARE, a Political Subdivision of the State of California,
4 hereinafter referred to as "COUNTY," and KAWEAH DELTA HEALTHCARE DISTRICT, a
5 Political Subdivision of the State of California, whose address is 400 W. Mineral King Avenue,
6 Visalia, California 93291-6263, hereinafter referred to as "CONTRACTOR".

7 WITNESSETH:

8 WHEREAS, Central California Emergency Medical Services Agency (also known as the
9 Central California EMS Agency or CCEMSA), is the designated Emergency Medical Services Agency
10 for the Counties of Fresno, Kings, Madera and Tulare (hereinafter referred to as the "EMS Agency"),
11 as provided in Health & Safety Code Section 1797.200; and

12 WHEREAS, CONTRACTOR desires that the local EMS Agency for Fresno, Kings, Madera
13 and Tulare Counties (hereinafter referred to as the "EMS Region") designate CONTRACTOR as a
14 Level III Trauma Center, in accordance with Title 22, Division 9, Chapter 7 of the California
15 regulations, entitled "Trauma Care Systems" (Section 100263 *et seq.*; hereinafter referred to as the
16 "Trauma Care Regulations"), and the Emergency Medical Services System and the Pre-hospital
17 Emergency Medical Care Personnel Act (Health & Safety Code, Section 1797 *et seq.*; hereinafter
18 referred to as the "EMS Act"); and

19 WHEREAS, COUNTY and EMS Agency perceive a need for a Level III Trauma Center to
20 serve trauma victims in the EMS Region; and

21 WHEREAS, in order for CONTRACTOR to be designated by the American College of
22 Surgeons (ACS) as a Level III Trauma Center, CONTRACTOR is required to have a written
23 agreement with the EMS Agency for the provision of such services, as provided by Trauma Care
24 Regulation, Section 100255(g); and

25 WHEREAS, on February 24, 2006, COUNTY entered into Tulare County Agreement No.
26 21882 with the County of Fresno (hereinafter referred to as "FRESNO") for FRESNO to serve as
27 COUNTY's local EMS Agency pursuant to the EMS Act; and

28 WHEREAS, pursuant to Tulare County Agreement No. 21882, the COUNTY Board of

1 Supervisors shall be the legislative body to approve and authorize written agreements and any
2 subsequent amendments with trauma centers desiring to operate in Tulare County concerning
3 emergency medical services, including trauma care services, subject to review and written
4 recommendation by FRESNO, serving as COUNTY's designated local EMS Agency; and

5 WHEREAS, CONTRACTOR is located within Tulare County; and

6 WHEREAS, FRESNO has reviewed and provided written recommendation for COUNTY to
7 approve an Agreement with CONTRACTOR to designate CONTRACTOR as a Level III Trauma
8 Center; and

9 WHEREAS, the EMS Agency's Regional Trauma Plan for the EMS Region, implemented on
10 June 19, 1984, and updated effective October 27, 2009 (hereinafter referred to as the "Regional
11 Trauma Plan") provides that the EMS Agency will designate CONTRACTOR as a Level III Trauma
12 Center for the EMS Region subject to the CONTRACTOR entering into and maintaining an
13 agreement with the COUNTY for the provision of such services; and

14 WHEREAS, CONTRACTOR represents that it maintains and operates a qualifying trauma
15 center and is agreeable to such designation by the EMS Agency subject to the terms and conditions
16 provided herein; and

17 WHEREAS, based on the representation of CONTRACTOR, COUNTY believes that it would
18 be beneficial to the EMS Region for CONTRACTOR to be designated as a Level III Trauma Center
19 for the EMS System, subject to the terms and conditions provided herein.

20 NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties
21 hereto agree as follows:

22 1. **THE EMS SYSTEM/DESIGNATION OF CONTRACTOR**

23 A. The parties acknowledge and agree that the EMS Agency has the authority to
24 plan, implement and evaluate an emergency medical services system in the EMS Region pursuant to
25 Health and Safety Code Sections 1797.200 and 1797.204.

26 B. The parties acknowledge and agree that the EMS Agency has the authority to
27 implement and update a trauma care system for the EMS System, including the authority to
28 designate a Level III Trauma Center for the EMS System, pursuant to Health & Safety Code Sections

1 1798.160 *et seq.* of the EMS Act, and the Trauma Care Regulations, and has delegated such authority
2 to COUNTY for trauma centers operating within Tulare County.

3 C. The parties acknowledge and agree that the EMS Agency Medical Director
4 (including his or her Assistant Medical Directors) of the EMS Agency has the authority of medical
5 control of the EMS System, including the trauma care system, and the authority to assure medical
6 accountability through the planning, implementation and evaluation of the EMS System, including the
7 trauma care system, set forth in Health and Safety Code Section 1797.202.

8 D. The parties acknowledge and agree that the service area for the
9 CONTRACTOR's Level III Trauma Center is the EMS Region.

10 E. CONTRACTOR acknowledges and agrees that COUNTY does not make any
11 representation, warranty or guarantee, and cannot and does not assure CONTRACTOR that any
12 minimum number of trauma patients will be delivered or referred to CONTRACTOR's facilities.

13 F. CONTRACTOR acknowledges and agrees that the COUNTY's designation of
14 CONTRACTOR as a Level III Trauma Center for the EMS System is made on a non-exclusive basis,
15 and that the COUNTY reserves the right to designate any other qualifying hospitals operating within
16 Tulare County, at any time, as a Level I, II, III or IV Trauma Center or Level I or II Pediatric Trauma
17 Center for the EMS System. CONTRACTOR acknowledges that the EMS Agency designated
18 Community Regional Medical Center, in Fresno, California, as a Level I Trauma Center and Valley
19 Children's Hospital, in Fresno California as a Level II Pediatric Trauma Center for the EMS System,
20 as provided in the Regional Trauma Plan.

21 2. **RESPONSIBILITIES OF CONTRACTOR**

22 CONTRACTOR shall, at its own expense, at all times during the term of this
23 Agreement:

24 A. Operate and function as a Level III Trauma Center for all patients presenting at
25 CONTRACTOR's facilities, regardless of their ability to pay.

26 B. Provide and maintain the following as it requires to provide trauma center
27 services as a Level III Trauma Center under this Agreement:

28 1. All facilities and resources, including but not limited to, all necessary

1 utilities, supplies, equipment and furniture; and

2 2. All physician, nurse and other professional personnel, and such technical,
3 administrative, allied and supportive paramedical personnel and such other personnel.

4 In this regard, CONTRACTOR specifically covenants that it will at all times comply with, Trauma
5 Care Regulations Sections 100263 (entitled, "Level III Trauma Centers") for Level III Trauma
6 Centers, which is incorporated herein by reference.

7 C. Take all necessary action to maintain the designation as a Level III Trauma
8 Center in accordance with the EMS Act, the Trauma Care Regulations, American College of Surgeons
9 (ACS) and the EMS Agency Policies and Procedures now in effect, or which may hereafter come into
10 effect, all of which are incorporated herein by reference.

11 D. Provide trauma center services as a Level III Trauma Center in accordance with
12 all Federal, State, and local laws, and regulations now in effect, or which may hereafter come into
13 effect (including, but not limited to, the EMS Act and Trauma Center Regulations), all of which are
14 incorporated herein by reference.

15 E. Comply with all EMS Agency Policies and Procedures now in effect, or which
16 may hereafter come into effect, including, but not limited to, those policies and procedures related to
17 trauma care (EMS Agency Policies #330 – Trauma System Overview, #331 – Trauma Facility
18 Designation, #332 – Trauma System Monitoring, and #333 – Trauma Center Criteria) and with the
19 EMS System's continuous quality improvement process requirements now in effect, or which may
20 hereafter come into effect (EMS Agency Policies #710 – Quality Improvement Reporting and #712 –
21 Continuous Quality Improvement adopted pursuant to Trauma Care Regulation, Section 100265,
22 entitled "Quality Improvement"), all of which are incorporated herein by reference.

23 F. Maintain requirements for American College of Surgeons (ACS) verification as a
24 Level III Trauma Center at all times.

25 G. Actively and cooperatively participate as a member of the Regional Trauma
26 Audit Committee and the Central Region Trauma Coordinating Committee (CRTCC).

27 H. Develop and/or conduct periodic instructional and educational programs for the
28 benefit of the hospitals and pre-hospital care personnel throughout the EMS System that are related to

1 pre-hospital and in-hospital trauma care for patients.

2 I. Provide and maintain radio and communications equipment to
3 CONTRACTOR's facilities for communications with pre-hospital ambulance providers.

4 J. Maintain all licenses, permits and certificates necessary to operate as an acute
5 care hospital, which, at minimum, includes basic or comprehensive emergency services available and
6 to maintain accreditation by the Joint Commission on Accreditation of Healthcare Organizations,
7 pursuant to Trauma Care Regulation, Section 100248, entitled, "Trauma Care Regulation."

8 K. Provide all appropriate medical direction and control as a Base Hospital to
9 emergency medical services personnel in the field in accordance with EMS Agency Policies and
10 Procedures, now in effect, or which may hereafter come into effect, including but not limited to EMS
11 Policy #311 – Base Hospital Criteria.

12 L. Take corrective action where there is a failure of CONTRACTOR to comply
13 with the Trauma Center Standards set forth in EMS Policy #333 – Trauma Center Criteria. The
14 minimum acceptable period of time to correct a deviation from or deficiency in complying with the
15 standard or standards shall be determined by the EMS Agency's Director on a case-by-case basis
16 applicable to the situation. CONTRACTOR's failure to take such corrective action within the time
17 specified by the EMS Agency may, upon declaration thereof by COUNTY, result in breach of this
18 Agreement.

19 M. Perform all other obligations of CONTRACTOR under this Agreement.

20 3. **RESPONSIBILITIES OF COUNTY**

21 COUNTY shall, at its own expense, at all times during the term of this Agreement cause
22 and/or request the EMS Agency to:

23 A. Develop, implement and monitor trauma care system policies and procedures.

24 B. Develop and implement triage procedures, which include injury severity
25 assessment and the determination of patient destination.

26 C. Provide appropriate information and data to CONTRACTOR on the Trauma
27 Care System.

28 D. Perform periodic announced or unannounced site visits to CONTRACTOR's

1 facilities for the purpose of monitoring CONTRACTOR's performance under and compliance with
2 this Agreement. Site visits shall not unnecessarily interrupt CONTRACTOR or CONTRACTOR's
3 personnel.

4 E. Develop and implement, with input from CONTRACTOR, a Trauma Registry
5 Program and Trauma Registry Database for the purpose of data collection, monitoring of trauma
6 centers' compliance with the Trauma Center Standards in the Regional Trauma Plan and evaluation of
7 the trauma care system.

8 F. Perform all other obligations of COUNTY under this Agreement.

9 4. TERM

10 This Agreement shall become effective on the 1st day of July, 2018, and shall expire at
11 11:59 PM on the 30th day of June, 2023.

12 5. TERMINATION

13 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
14 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
15 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
16 terminated at any time by giving CONTRACTOR thirty (30) days advance written notice.

17 Notwithstanding anything stated to the contrary in this Agreement, the provisions of this Section 5.A.
18 shall not be construed as imposing any obligations on COUNTY or the EMS Agency to compensate
19 CONTRACTOR for any service it may provide, or function or activity that it may perform or
20 undertake in connection with this Agreement.

21 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
22 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 23 1) A failure to comply with any term of this Agreement;
- 24 2) A substantially incorrect or incomplete report submitted to the
25 COUNTY; or
- 26 3) Improperly performed service.

27 C. Without Cause - Under circumstances other than those set forth above, this
28 Agreement may be terminated by either party upon the giving of thirty (30) days advance written

1 notice of an intention to terminate to the other party.

2 D. Suspension of Performance - Independent of any right to terminate this
3 Agreement, the authorized representative of COUNTY for which CONTRACTOR's services are to be
4 performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in
5 response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply
6 with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a
7 notice of termination becomes effective.

8 **6. NO MONETARY COMPENSATION**

9 CONTRACTOR's Level III Trauma Center functions, services and activities conducted
10 pursuant to the terms and conditions of this Agreement shall be performed without the payment of any
11 monetary compensation by COUNTY or CONTRACTOR, one to the other.

12 The parties acknowledge and agree that their respective covenants made to the other
13 party and benefits received from the other party under this Agreement shall form the basis of the
14 consideration exchanged between them under this Agreement.

15 **7. INDEPENDENT CONTRACTOR**

16 In performance of the work, duties, and obligations assumed by CONTRACTOR under
17 this Agreement, it is mutually understood and agreed that CONTRACTOR, including any and all of
18 CONTRACTOR's officers, agents, and employees, will at all times be acting and performing as an
19 independent contractor, and shall act in an independent capacity and not as an officer, agent, servant,
20 employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no
21 right to control or supervise or direct the manner or method by which CONTRACTOR shall perform
22 its work and function. However, COUNTY shall retain the right to administer this Agreement so as to
23 verify that CONTRACTOR is performing its obligations in accordance with the terms and conditions
24 thereof. CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the
25 rules and regulations, if any, of governmental authorities having jurisdiction over matters which are
26 directly or indirectly the subject of this Agreement.

27 Because of its status as an independent contractor, CONTRACTOR shall have
28 absolutely no right to employment rights and benefits available to COUNTY employees.

1 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, its employees
2 all legally-required employee benefits. In addition, CONTRACTOR shall be solely responsible and
3 hold COUNTY harmless from all matters relating to payment of CONTRACTOR's employees,
4 including compliance with Social Security, withholding, and all other regulations governing such
5 matters. As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying
6 all required state and federal taxes. In particular COUNTY will not:

- 7 1. Withhold FICA (Social Security) from CONTRACTOR'S payments.
- 8 2. Make state or federal unemployment insurance contributions on
9 CONTRACTOR'S behalf.
- 10 3. Withhold state or federal income tax from payments to CONTRACTOR.
- 11 4. Make disability insurance contributions on behalf of the CONTRACTOR.
- 12 5. Obtain unemployment compensation insurance on behalf of CONTRACTOR.

13 Notwithstanding this independent contractor relationship, COUNTY shall have the right to monitor
14 and evaluate the performance of CONTRACTOR to assure compliance with this Agreement. It is
15 acknowledged that during the term of this Agreement, CONTRACTOR may be providing services to
16 others unrelated to the COUNTY or to this Agreement.

17 **8. MODIFICATION**

18 Any matters of this Agreement may be modified from time to time by the written
19 consent of all the parties without, in any way, affecting the remainder.

20 **9. NON-ASSIGNMENT**

21 Neither party shall assign, transfer or sub-contract this Agreement nor their rights or
22 duties under this Agreement without the prior written consent of the other party.

23 **10. INDEMNIFICATION**

24 CONTRACTOR and COUNTY shall each hold the other party harmless, defend and
25 indemnify the other party, its agents, officers and employees from and against any liability, claims,
26 actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to
27 property, including property, arising from, or in connection with, the performance by either party or its
28 agents, officers and employees under this Agreement. This indemnification specifically includes any

1 claims that may be made against CONTRACTOR or COUNTY by any taxing authority asserting that
2 an employer-employee relationship exists by reason of this Agreement, and any claims either party
3 under Government Code sections 12920 et seq. (California Fair Employment and Housing Act), and
4 any fines or penalties imposed on either party for the failure to provide form DE-542, when applicable.
5 This indemnification obligation shall continue beyond the term of this Agreement as to any acts or
6 omissions occurring under this Agreement or any extension of this Agreement.
7

8 **11. INSURANCE**

9 Prior to approval of this Agreement by COUNTY, CONTRACTOR shall file with the
10 COUNTY's Clerk of the Board of Supervisors evidence of insurance as set forth in **EXHIBIT A**
11 attached, which outlines the minimum scope, specifications, and limits of insurance required under this
12 Agreement. Additional insured endorsements required as outlined in **EXHIBIT A** shall not be used to
13 reduce limits available to COUNTY as an additional insured from the CONTRACTOR'S full policy
14 limits. Insurance policies shall not be used to limit liability or to limit the indemnification provisions
15 and requirements of this Agreement or act in any way to reduce the policy coverage and limits available
16 from the insurer(s). Failure to maintain or renew coverage, or to provide evidence of renewal, may be
17 considered a material breach of this Agreement.
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20 **12. CONFIDENTIALITY**

21 All services performed by CONTRACTOR under this Agreement, shall be in strict
22 conformance with all applicable Federal, State of California and/or local laws and regulations relating
23 to confidentiality.

24 **13. NON-DISCRIMINATION**

25 CONTRACTOR shall not discriminate in employment or in the provision of services on
26 the basis of any characteristic or condition upon which discrimination is prohibited by state or federal
27 law or regulation.
28

1 It is recognized that both the CONTRACTOR and the COUNTY have the responsibility
2 to protect COUNTY employees and clients from unlawful activities, including discrimination and
3 sexual harassment in the workplace. Accordingly, CONTRACTOR agrees to provide appropriate
4 training to its employees regarding discrimination and sexual harassment issues, and to promptly and
5 appropriately investigate any allegations that any of its employees may have engaged in improper
6 discrimination or harassment activities. The COUNTY, in its sole discretion, has the right to require
7 CONTRACTOR to replace any employee who provides services of any kind to COUNTY pursuant to
8 this Agreement with other employees where COUNTY is concerned that its employees or clients may
9 have been or may be the subjects of discrimination or harassment by such employees. The right to
10 require replacement of employees as aforesaid shall not preclude COUNTY from terminating this
11 Agreement with or without cause as provided for herein.

12 14. **RECORDS/REPORTS**

13 CONTRACTOR shall develop and maintain a Trauma Registry Program which is
14 approved by the EMS Agency. The Trauma Registry Program shall include all appropriate trauma
15 patient information and "hospital data" (as that term is defined in Trauma Regulation, Section
16 100257(c)) concerning such patients as set forth in EMS Policy #332 – Trauma System Monitoring
17 and the Regional Trauma Plan. All such records shall be complete and accurate. The EMS Agency
18 shall have access to all such records upon request. CONTRACTOR shall provide trauma registry data
19 and/or reports to the EMS Agency upon request and/or on a regularly scheduled timetable such as
20 monthly, quarterly, or annually, which will be agreed upon between the EMS Agency and
21 CONTRACTOR. In the event that the EMS Agency develops the capability to directly access and
22 retrieve trauma registry records through computer technology, CONTRACTOR shall, at no cost to the
23 EMS Agency, assist the EMS Agency in achieving such access and retrieval of CONTRACTOR's
24 Trauma Registry Program and data through such means.

25 15. **LICENSES/CERTIFICATES**

26 CONTRACTOR shall, at its own cost, throughout the term of this Agreement, maintain
27 all necessary licenses, permits and certificates necessary for the provision of services hereunder and
28 required by the laws and regulations of the United States of America, State of California, Fresno

1 County, Tulare County, Kings County, Madera County, the EMS Agency and other applicable
2 government agencies. This shall include, but not be limited to: 1) Being licensed as a general acute
3 care hospital, and 2) Holding a special permit for basic or comprehensive emergency services.
4 CONTRACTOR shall notify COUNTY immediately in writing of its inability to obtain or maintain
5 such licenses, permits, approvals, certificates, waivers and exemptions, irrespective of the pendency of
6 any appeal related thereto. Additionally, CONTRACTOR shall comply with all other applicable laws,
7 rules or regulations, as any may now exist or be hereafter changed.

8 **16. COMPLIANCE WITH LAW**

9 CONTRACTOR shall provide services in accordance with applicable Federal, State, and
10 local laws, regulations and directives. With respect to CONTRACTOR'S employees, CONTRACTOR
11 shall comply with all laws and regulations pertaining to wages and hours, state and federal income tax,
12 unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and
13 discrimination in employment

14 **17. THIRD PARTY BENEFICIARIES**

15 The parties hereto agree that the covenants made and benefits received between them
16 (and for the benefit of the EMS Agency under this Agreement) are only between them (and for the
17 benefit of the EMS Agency), and that there are no intended third party beneficiaries of this Agreement,
18 provided however, for purposes of this Section 16, the EMS Agency shall be deemed to be an intended
19 beneficiary of this Agreement.

20 **18. WAIVERS**

21 The failure of either party to insist on strict compliance with any provision of this
22 Agreement shall not be considered a waiver of any right to do so, whether for that breach or any
23 subsequent breach. The acceptance by either party of either performance or payment shall not be
24 considered to be a waiver of any preceding breach of the Agreement by the other party.

25 **19. EXHIBITS AND RECITALS**

26 The recitals and the exhibits to this Agreement are fully incorporated into and are
27 integral parts of this Agreement.

28 **20. CONFLICT OF INTEREST**

1 (a) CONTRACTOR agrees to, at all times during the performance of this Agreement,
2 comply with the law of the State of California regarding conflicts of interests and appearance of
3 conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the
4 Political Reform Act, Government Code Section 81000 et seq. and regulations promulgated pursuant
5 thereto by the California Fair Political Practices Commission. The statutes, regulations and laws
6 previously referenced include, but are not limited to, prohibitions against any public officer or
7 employee, including CONTRACTOR for this purpose, from making any decision on behalf of
8 COUNTY in which such officer, employee or consultant/contractor has a direct or indirect financial
9 interest. A violation can occur if the public officer, employee or consultant/contractor participates in or
10 influences any COUNTY decision which has the potential to confer any pecuniary benefit on
11 CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow
12 exceptions.

13 (b) CONTRACTOR agrees that if any facts come to its attention which raise any questions as to
14 the applicability of conflicts of interests laws, it will immediately inform the COUNTY designated
15 representative and provide all information needed for resolution of this question.

16 21. AUDITS AND INSPECTIONS

17 CONTRACTOR must maintain complete and accurate records with respect to the
18 services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR must
19 maintain complete and accurate records with respect to any payments to employees or subcontractors.
20 All of the records must be prepared in accordance with generally accepted accounting procedures,
21 must be clearly identified, and must be kept readily accessible. Upon request, CONTRACTOR must
22 make the records available within Tulare County to the Auditor of Tulare County and to his or her
23 agents and representatives, for the purpose of auditing and/or copying the records, for a period of five
24 (5) years from the date of final payment under this Agreement.

25 22. DISPUTE RESOLUTION

26 If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said
27 dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the
28 dispute by non-binding mediation before resorting to litigation or some other dispute resolution
procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the

1 parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations
2 provided by each party. All costs and fees required by the mediator shall be split equally by the
3 parties, otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the
4 dispute within 30 days, either party may pursue litigation to resolve the dispute.

5 **23. NOTICES**

6 The persons and their addresses having authority to give and receive notices under this
7 Agreement include the following:

<u>COUNTY</u>	<u>CONTRACTOR</u>
Contract Unit Tulare County Health & Human Services Agency 5957 S. Mooney Boulevard Visalia, CA 93277	Gary K. Herbst, CEO Kaweah Delta Health Care District 400 West Mineral King Visalia, CA 93291-6263

12 Central California Emergency Medical Services Agency
13 P.O. Box 11867
14 Fresno, CA 93775-1867

15 Any and all notices between the COUNTY and the CONTRACTOR provided for or
16 permitted under this Agreement or by law shall be in writing and shall be deemed duly served when
17 personally delivered to one of the parties, or in lieu of such personal service, when deposited in the
18 United States Mail, postage prepaid, addressed to such party.

19 **24. GOVERNING LAW**

20 This Agreement shall be interpreted and governed under the laws of the State of
21 California without reference to California conflicts of law principles. The parties agree that this
22 contract is made in and shall be performed in Tulare County, California.

23 **25. SEVERABILITY**

24 The provisions of this Agreement are severable. The invalidity or unenforceability of
25 any one provision in the Agreement shall not affect the other provisions.

26 **26. FURTHER ASSURANCES**

27 Each party will execute any additional documents and perform any further acts that may
28 be reasonably required to effect the purpose of this Agreement.

1 **27. CONSTRUCTION**

2 This Agreement reflects the contributions of all undersigned parties and accordingly the
3 provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty
4 or ambiguity.

5 **28. HEADINGS**

6 Section headings are provided for organizational purposes only and do not in any
7 manner affect the scope, meaning or intent of the provisions under the headings.

8 **29. ENTIRE AGREEMENT**

9 This Agreement constitutes the entire agreement between the CONTRACTOR and
10 COUNTY with respect to the subject matter hereof and supersedes all previous Agreement
11 negotiations, proposals, commitments, writings, advertisements, publications, and understandings of
12 any nature whatsoever unless expressly included in this Agreement.

13 **30. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY**

14 This Agreement is subject to all applicable laws and regulations. If any provision
15 of this Agreement is found by any court or other legal authority, or is agreed by the parties to
16 be, in conflict with any code or regulation governing its subject matter, only the conflicting
17 provision shall be considered null and void. If the effect of nullifying any conflicting provision
18 is such that a material benefit of the Agreement to either party is lost, the Agreement may be
19 terminated at the option of the affected party. In all other cases the remainder of the Agreement
20 shall continue in full force and effect.

21 **31. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT**
22 **(HIPAA)**

23 (a) CONTRACTOR shall comply with the Health Insurance Portability and
24 Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT B** attached.
25

26 (b) At termination of this Agreement, CONTRACTOR shall, if feasible, return or
27
28

1 destroy all protected health information received from, or created or received by,
2 CONTRACTOR on behalf of the COUNTY that CONTRACTOR still maintains in any form,
3 and retain no copies of such information; or, if such return or destruction is not feasible, extend
4 the protections of this Agreement to the information and limit further uses and disclosures to
5 those purposes that make the return or destruction of the information feasible.
6

7 (c) COUNTY may immediately terminate this Agreement if COUNTY determines that
8 CONTRACTOR has violated a material term of this provision.
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10 32. CULTURAL COMPETENCE AND DIVERSITY -

11 CONTRACTOR shall comply with the Cultural Competence exhibit, as set forth
12 in EXHIBIT C attached.
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27 THE PARTIES, having read and considered the above provisions, indicate their
28 agreement by their authorized signatures below.

1
2 **CONTRACTOR:**

COUNTY OF TULARE

3 **KAWEAH DELTA HEALTHCARE DISTRICT**

4
5 By Regina Sawyer

By: _____
Chairman, Board of Supervisors

6 Print Name: Regina Sawyer

7 Date: 8/08/18

8 Title: V.P. Chief Nursing Officer
Chairman of the Board, or President,
9 or any Vice-President

10 Date: 8/8/18

ATTEST: MICHAEL C. SPATA
County Administrative Officer/Clerk of the
Board of Supervisors of the County of
Tulare County

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12
13
14
15 By Malinda Tupper

By _____
Deputy Clerk

16
17 Print Name: Malinda Tupper

18 Title: Chief Financial Officer
Secretary (of Corporation), or any
19 Assistant Secretary, or Chief Financial Officer,
20 or any Assistant Treasurer

Date: _____

21 Date: 7/31/18

22 Mailing Address:
23 400 W. Mineral King Avenue
24 Visalia, CA 93277
25 Phone No.: (559) 624-2330

26
27
28 Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any

1 assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution
2 authorizing the execution of the contract.

3 APPROVED AS TO LEGAL FORM
4 COUNTY COUNSEL

5 By  Deputy

6 Date (2018 666) 8/14/2018

7
8 REVIEWED AND RECOMMENDED FOR APPROVAL:

9
10 By 

11 Daniel J. Lynch, EMS Director
12 Central California EMS Agency /
13 Fresno County Department of Public Health
14 The Designated Local EMS Agency

15 Date 7/30/2018

PROFESSIONAL SERVICES CONTRACTS (Exhibit A)
INSURANCE REQUIREMENTS

CONTRACTOR shall provide and maintain insurance for the duration of this Agreement against claims for injuries to persons and damage to property which may arise from, or in connection with, performance under the Agreement by the CONTRACTOR, his agents, representatives, employees and subcontractors, if applicable.

A. Minimum Scope & Limits of Insurance

1. Coverage at least as broad as Commercial General Liability, insurance Services Office Commercial General Liability coverage occurrence form GC 00 01, with limits no less than \$1,000,000 per occurrence including products and completed operations, property damage, bodily injury and personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. Insurance Services Office Form Number CA 00 01 covering Automobile Liability of \$1,000,000 per occurrence including any auto or, if the CONTRACTOR has no owned autos, hired and non-owned auto coverage. If an annual aggregate applies it must be no less than \$2,000,000.
3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to the CONTRACTOR's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

B. Specific Provisions of the Certificate

1. If the required insurance is written on a claims made form, the retroactive date must be before the date of the contract or the beginning of the contract work and must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract work.
2. CONTRACTOR must submit endorsements to the General Liability reflecting the following provisions:
 - a. *The COUNTY, its officers, agents, officials, employees and volunteers are to be covered as additional insureds as respects; liability arising out of work or operations performed by or on behalf of the CONTRACTOR including material, parts, or equipment furnished in connection with such work or operations.*
 - b. *For any claims related to this project, the CONTRACTOR's insurance coverage shall be primary insurance as respects the COUNTY, its officers, agents, officials, employees and volunteers. Any insurance or self-insurance maintained by the COUNTY, its officers, agents, officials, employees or volunteers shall be excess of the CONTRACTOR's insurance and shall not contribute with it.*
 - c. *CONTRACTOR hereby grants to COUNTY a waiver of any right to subrogation which any insurer of CONTRACTOR may acquire against the county by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the COUNTY has received a waiver of subrogation endorsement from the insurer.*

d. Each insurance policy required by this agreement shall be endorsed to state that coverage shall not be canceled by either party, except after written notice has been provided to the County.

3. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the COUNTY for all work performed by the CONTRACTOR, its employees, agents and subcontractors. CONTRACTOR waives all rights against the COUNTY and its officers, agents, officials, employees and volunteers for recovery of damages to the extent these damages are covered by the workers compensation and employers liability.

C. Deductibles and Self-Insured Retentions

Self-insured retentions must be declared and the COUNTY Risk Manager must approve any deductible or self-insured retention that exceeds \$100,000.

D. Acceptability of Insurance

Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A-VII and a Standard & Poor's Rating (if rated) of at least BBB and from a company approved by the Department of Insurance to conduct business in California. Any waiver of these standards is subject to approval by the County Risk Manager.

E. Verification of Coverage

Prior to approval of this Agreement by the COUNTY, the CONTRACTOR shall file with the submitting department, certificates of insurance with original endorsements effecting coverage in a form acceptable to the COUNTY. Endorsements must be signed by persons authorized to bind coverage on behalf of the insurer. The COUNTY reserves the right to require certified copies of all required insurance policies at any time.

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

This Exhibit shall constitute the Business Associate Agreement (the "Exhibit") between Contractor, (the "Business Associate") and the County of Tulare (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Agreement (as defined below).

Business Associate acknowledges and agrees that all Protected Health Information ("PHI") that is created or received by Covered Entity and disclosed or made available in any form, including but not limited to paper record, oral communication, audio recording, and electronic display by Covered Entity or its operating units to Business Associate or is created or received by Business Associate on Covered Entity's behalf shall be subject to this Agreement.

1. **Purpose.** This Exhibit is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to PHI (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity. Such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act") and amendments to include HIPAA's Administrative Simplification provisions.

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Exhibit are to Title 45 of the Code of Federal Regulations, parts 160 and 164 (the "HIPAA Privacy Rule" and the "HIPAA Security Rule") as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Unless otherwise defined in this Agreement, the terms used in this Agreement shall have the meanings ascribed in the HIPAA Regulations; provided that PHI shall mean Protected Health Information, as defined in 45 C.F.R. section 160.103, limited to the Protected Health Information Business Associate received from, created, or received on behalf of Covered Entity as its Business Associate.

4. Obligations and Activities of Business Associate.

Business Associate agrees to:

- a. Acknowledge that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, including the Security Rule's Administrative, Physical and Technical safeguard requirements and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.
- b. Not use or further disclose PHI other than as permitted or required by this Exhibit, or as required by law.
 1. Use appropriate safeguards to maintain the security, including compliance with Subpart C of 45 CFR Part 164, with respect to electronic PHI, to prevent use or disclosure of the PHI other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.
 2. To the extent practicable, Business Associate will secure all PHI by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.
- c. Report breach disclosures immediately to Covered Entity. Business associate: 1) shall report to Covered Entity any use or disclosure of PHI not provided for by this Agreement on the first day the Business Associate knows or should have known about it; 2) notify the Covered Entity of any and all breaches of PHI, and provide detailed information to the Covered Entity about the

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

breach, along with the names and contact information, when available, of all individuals whose PHI was involved. *(See Section 6 of this Exhibit for further detail.)* 3) agrees that such notification will meet the requirements of Section 13402 of the HITECH Act and § 164.410 of the amended HIPAA regulations.

- d. Enter into a written agreement with any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, pursuant to which such agent or subcontractor agrees to be bound by the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2) if applicable. *(See Section 11 of this Exhibit for further detail.)*
- e. Make internal practices, books, and records, including policies and procedures relating to the use and disclosure of PHI available to the Covered Entity or to the Secretary of the United States Department of Health and Human Services ("Secretary"), for purposes of determining Business Associate's compliance with the HIPAA Privacy Rule and Security Rule. *(See Section 12 of this Exhibit for further detail.)*
 - 1. Business Associate shall concurrently provide to the Covered Entity a copy of any PHI that Business Associate provides to the Secretary.
- f. Maintain and make available the information required to provide an accounting of disclosures of PHI as would be required for Covered Entity to respond to a request by an individual for an account of disclosures of PHI in accordance with 45 CFR § 164.528.

5. Permitted Uses and Disclosures by Business Associate.

- a. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).
Unless otherwise limited in this Exhibit, Business Associate may:
- b. Use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered

Entity as necessary to perform the services described in Exhibit A to the Agreement, or as otherwise specified in the Master Exhibit, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

- c. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- d. Disclose PHI for the proper management and administration of the Business Associate, provided that disclosures are required by law, or Business Associate obtains the appropriate medical release from the person whose PHI is being disclosed and the person to whom the PHI is disclosed provides reasonable assurances in writing that the PHI will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- e. Use PHI to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

6. Reporting Unauthorized Uses and Disclosures.

- a. Business Associate agrees to notify Covered Entity of any breach, or security incident involving PHI of which it becomes aware, including any access to, or use or disclosure of PHI not permitted by this Exhibit. Such notification will be made immediately after discovery and will include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the PHI involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

information that the Covered Entity is required to include in its notification to the individual under Section 164.404(c) at the time of the initial report or within three (3) days of the information becoming available.

- b. In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.
- c. A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor; agent or other representative of the Business Associate.
- d. In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Exhibit, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Exhibit and the Agreement.

7. Mitigation of Harmful Effects.

- a. Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the following actions: breach, security incident, or unauthorized access, use or disclosure of PHI by Business Associate or its employees, officers, subcontractors, agents, or other representatives.
- b. Following the actions listed in Section 7(a) of this Exhibit, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.
- c. Except as required by law, Business Associate agrees that it will not inform any third party of a

breach or unauthorized access, use or disclosure of PHI without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

8. Indemnification.

Business Associate agrees to:

- a. Hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 7 of this Exhibit.
- b. Assume responsibility for any and all costs associated with the Covered Entity's notification of individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.
- c. Hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Exhibit or from any acts or omissions related to this Exhibit by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorney's fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

Indemnified Party shall survive the expiration or termination of the Agreement.

9. Individuals' Rights.

Business Associate agrees to:

- a. Provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an individual in order to meet the requirements under Section 164.524.
- b. Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an individual, and in the time and manner designated by the Covered Entity.
- c. Document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- d. Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 9(c) of this Exhibit, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with Section 164.528.
- e. Comply with any restriction to the use or disclosure of PHI that Covered Entity agrees to in accordance with Section 164.522.

10. Obligations of Covered Entity.

Covered Entity shall:

- a. Provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.
- b. Provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI, if such changes affect Business Associate's permitted or required uses and disclosures.

- c. Notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

11. Agents and Subcontractors of Business Associate.

- a. Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Exhibit to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of PHI of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.
- b. Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

12. Audit, Inspection, and Enforcement.

- a. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.
- b. With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of PHI to determine compliance with the terms of this Exhibit. Business Associate shall promptly correct any violation of this Exhibit found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any

EXHIBIT B

HIPAA BUSINESS ASSOCIATE AGREEMENT (Form revision approved 4/18/18)

unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under the Agreement.

Associate has violated a material term of this Exhibit.

13. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Amendment.** The Parties agree to take such action as is necessary to amend this Exhibit from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

14. **Term and Termination.**

a. The terms of this Exhibit shall remain in effect for the duration of all services provided by Business Associate under the Agreement and for so long as Business Associate remains in possession of any PHI received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all PHI.

16. **Lost Revenues; Penalties/Fines.**

a. **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

b. **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

b. Upon termination of the Agreement, Business Associate shall recover any PHI relating to the Agreement and this Exhibit in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such PHI, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the PHI, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the PHI in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the PHI, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Agreement and this Exhibit shall be extended to any PHI for so long as Business Associate maintains such PHI, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the PHI infeasible.

c. **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

c. Covered Entity may immediately terminate the Agreement if it determines that Business

17. **Entire Agreement.** This Exhibit constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

Revised 6/29/16/ SDF/ 2015418/ 930874_2

EXHIBIT "C"

CULTURAL COMPETENCE AND DIVERSITY

The CONTRACTOR is encouraged to support Tulare County Health and Human Services Agency in the journey to work effectively across and among all cultures. It is the desire of HHSA that services be sensitive to the diversity of the community served, including but not limited to ethnic, linguistic, sexual and cultural characteristics. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.

CONTRACTOR and COUNTY agree that:

- **Cultural competence** is the integration and transformation of knowledge about individuals and groups of people into specific standards, policies, practices, and attitudes used in appropriate cultural settings to increase the quality of services, thereby producing better outcomes. Competence in cross-cultural functioning means learning new patterns of behavior and effectively applying them in appropriate settings.

CONTRACTOR will strive to:

- Ensure that agents, employees or officers providing services are sensitive to the ethnic, linguistic, sexual and cultural diversity of the community served. Sensitivity includes acceptance and respect for the cultural values, beliefs and practices of the community, as well as the ability to apply an understanding of the relationships of language and culture to the delivery of supports and services.
- Assure equal access for people with diverse cultural backgrounds and/or limited English proficiency. Limited English Proficiency includes literacy issues: those who cannot either read or write in any language.