

TULARE COUNTY AGREEMENT NO. _____

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

THIS AGREEMENT (“Agreement”) is entered into as of _____ between the **COUNTY OF TULARE**, a political subdivision of the State of California (“COUNTY”), and **Kaweah Delta Health Care District** (“CONTRACTOR”). COUNTY and CONTRACTOR are each a “Party” and together are the “Parties” to this Agreement, which is made with reference to the following:

- A. COUNTY wishes to retain the services of CONTRACTOR for the purpose of providing COVID-19 screening, specimen collection, and testing.
- B. CONTRACTOR has the experience and qualifications to provide the services COUNTY requires pertaining to the Department of Public Health; and
- C. CONTRACTOR is willing to enter into this Agreement with COUNTY upon the terms and conditions set forth herein.

THE PARTIES AGREE AS FOLLOWS:

- 1. **TERM:** This Agreement becomes effective as of July 1, 2020 and expires at 11:59 PM on March 31, 2021, unless earlier terminated as provided below, or unless the Parties extend the term by a written amendment to this Agreement.
- 2. **SERVICES:** See attached **Exhibit A, A-1**.
- 3. **PAYMENT FOR SERVICES:** See attached **Exhibit B**.
- 4. **INSURANCE:** Before approval of this Agreement by COUNTY, CONTRACTOR must file with the Clerk of the Board of Supervisors evidence of the required insurance as set forth in the attached **Exhibit C**.
- 5. **GENERAL AGREEMENT TERMS AND CONDITIONS:** COUNTY’S “General Agreement Terms and Conditions” are hereby incorporated by reference and made a part of this Agreement as if fully set forth herein. COUNTY’S “General Agreement Terms and Conditions” can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>
- 6. **ADDITIONAL EXHIBITS:** CONTRACTOR shall comply with the terms and conditions of the Exhibits listed below and identified with a checked box, which are by this reference made a part of this Agreement. Complete Exhibits D and E can be viewed at <http://tularecountycounsel.org/default/index.cfm/public-information/>

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<input checked="" type="checkbox"/>	Exhibit D	Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement
<input checked="" type="checkbox"/>	Exhibit E	Cultural Competence and Diversity
<input type="checkbox"/>	Exhibit F	Information Confidentiality and Security Requirements
<input type="checkbox"/>	Exhibit G	Contract Provider Disclosures (<u>Must be completed by Contractor and submitted to County prior to approval of agreement.</u>)
<input type="checkbox"/>	Exhibit G1	National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care
<input type="checkbox"/>	Exhibit H	Additional terms and conditions for federally-funded contracts

7. NOTICES: (a) Except as may be otherwise required by law, any notice to be given must be written and must be either personally delivered, sent by facsimile transmission or sent by first class mail, postage pre-paid and addressed as follows:

COUNTY:

Contracts Unit
Tulare County Health and Human
Services Agency
5957 S. Mooney Blvd.
Visalia, CA 93277
Phone No.: 559-624-8000
Fax No.: 559-713-3718

With a Copy to:

COUNTY ADMINISTRATIVE OFFICER
2800 W. Burrel Ave.
Visalia, CA 93291
Phone No.: 559-636-5005
Fax No.: 559- 733-6318

CONTRACTOR:

Kaweah Delta Health Care District
400 W. Mineral King
Visalia, CA 93291
Phone No.: 559-624-2000
Fax No.: 559-713-2202

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail will be deemed received on the fifth calendar day after the date of mailing. Either Party may change the above address by giving written notice under this section.

8. AUTHORITY: CONTRACTOR represents and warrants to COUNTY that the individual(s) signing this Agreement on its behalf are duly authorized and have legal capacity to sign this Agreement and bind CONTRACTOR to its terms. CONTRACTOR acknowledges that COUNTY has relied upon this representation and warranty in entering into this Agreement.

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9. **COUNTERPARTS:** The Parties may sign this Agreement in counterparts, each of which is an original and all of which taken together form one single document.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

Kaweah Delta Health Care District

Date: 9/15/2020

By: [Signature]

Print Name Ryan Gates

Title Vice-President of Population Health

Date: 9/15/20

By: [Signature]

Print Name Malinda Tupper

Title Chief Financial Officer

[Pursuant to Corporations Code section 313, County policy requires that contracts with a Corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president (or another officer having general, operational responsibilities), and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer (or another officer having recordkeeping or financial responsibilities), unless the contract is accompanied by a certified copy of a resolution of the corporation's Board of Directors authorizing the execution of the contract. Similarly, pursuant to California Corporations Code section 17703.01, County policy requires that contracts with a Limited Liability Company be signed by at least two managers, unless the contract is accompanied by a certified copy of the articles of organization stating that the LLC is managed by only one manager.]

COUNTY OF TULARE

Date: _____

By: _____
Chairman, Board of Supervisors

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Approved as to Form
County Counsel

By: Diana L. Mendez 9/16/20

**COUNTY OF TULARE
HEALTH & HUMAN SERVICES AGENCY
SERVICES AGREEMENT**

Deputy
Matter # 2020962

EXHIBIT A

Scope of Work

As the demand continues to increase for COVID-19 screening, specimen collection, and testing, it is apparent that there is a need to expand local community resources in Tulare County. Data indicates that rural communities and vulnerable populations (i.e. migrant farm workers and their families) have limited access to COVID-19 testing and real and perceived barriers to testing exist.

Since the early onset of the COVID-19 pandemic, Kaweah Delta Hospital has been providing ongoing collection and testing support in Tulare County. The Kaweah COVID-19 Hotline currently receives an average of 227 calls per day without aggressive marketing and makes arrangements, to the best extent possible, to schedule specimen collection for those that meet the testing criteria. In order to not overwhelm and outstrip current clinic and specimen collection staff and the lab, Kaweah Delta has withheld aggressive expansion.

With flu-season nearing, it is even more imperative that infrastructure is put in place to continue to support COVID-19 testing in addition to Flu and RSV testing for the community. Kaweah Delta has begun exploring options that would allow the expansion of testing to be able to handle the various testing needs while also ensuring that rural communities and vulnerable populations have increased access to care and services.

Through partnership and collaboration with Tulare County and other community-based organizations, Kaweah Delta is well positioned to help meet the current and looming demand for COVID-19 testing. Specifically, Kaweah Delta is seeking to provide a minimum of 75,000 community members with COVID-19 testing. In order to provide these services, Kaweah Delta will lease new space or install up to four Sea Train units that are retrofitted to support specimen collection and timely lab results to rural populations as well as its urban underserved populations, first responders, school districts, etc. In order to carry out these objectives, Kaweah Delta will staff the project with approximately 30 full time equivalent (FTE) staff. Staff will be comprised of a combination of a licensed vocational nurse clinical supervisor, patient access specialists, advanced practice providers, medical assistants, and other medical staffing as dictated by the size and scope of the event.

Combining Kaweah Delta's breadth of clinic and mobile access points distributed throughout the rural and urban areas of Tulare County with its four COVID-19 testing platforms (i.e. Quidel Sofia-2 point-of-care (POC), ID Now, BD Max and BioFire), Kaweah Delta is eager to collaborate with Tulare County to serve our community in this unprecedented time.

Kaweah Delta will:

Collaborate with Tulare County to help meet our community's COVID-19 testing needs by performing the following:

- Provide up to 75,000 COVID-19 tests to Tulare County Residents
- Provide COVID-19 test results within 24 to 72 hours of collection

- Assist the county in gathering data to support contact tracing, which may include but is not limited to: demographics, contact information from patients, and information on contacts.
- Decrease burden on local labs by using POC devices at point of collection
- Expand COVID-19 screening via Kaweah Delta's existing telehealth COVID-19 HOTLINE and centralized collection center
- Establish semi-permanent rural and urban access points for COVID-19 specimen collection & testing
 - Locations: Exeter, Lindsay, Dinuba, Visalia and other locations at direction of Tulare County and as community needs demand)
- Create infrastructure that can be pivoted to support COVID-19 mass vaccination when needed
- Explore partnerships with school districts to enable vaccination and resumption of on-campus education

Specimen collection site description:

- Sea-Train (air-conditioned/heated) or other leased space, staffed by 3 Medical Assistants per location
 - Handwashing station
 - WiFi/computers/phone/printer
 - Power (from site or generator)

The County will:

- Coordinate planning meetings with Kaweah Delta and other community partners to plan for mobile testing events.
- Make recommendations on potential mobile testing sites based on epidemiological data and/or based on requests received for testing.
- Serve as a point of contact for testing requests.
- Conduct check-in meetings with Kaweah Delta to respond to questions and navigate changes.
- Keep Kaweah Delta up to date on Public Health guidance and/or State Guidance impacting testing.
- Facilitate any supply requests needed for testing and vaccination events

EXHIBIT A-1

Additional Terms

As a recipient of Coronavirus Aid, Relief, and Economic Security Act or the CARES Act -Public Law No: 116-136, also known as CARES Act Funding, acknowledge that the funding will be used for costs spent in accordance with 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)), which provides-

1. are necessary expenditures incurred due to the public health emergency with respect to COVID-19;
2. were not accounted for in the budget most recently approved as of the date of enactment of this section for the State or government; and
3. were incurred during the period March 1, 2020 through December 30, 2020

In addition, recipients and subrecipients of CARES Act Coronavirus Relief Fund (CRF) Funding are required to abide by United States Department of the Treasury guidelines for CARES Act Coronavirus Relief Fund expenditures, which are updated by the Treasury at the following link: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>. Please note that the Treasury Department regularly updates the guidelines, which should be consulted upon approval of this Agreement, and upon invoicing for payment.

It is also recommended that recipients review Treasury Department Frequently Asked Questions, which are similarly regularly updated, at this link: <https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>.

Finally, recipients/subrecipients are prohibited from receiving or seeking Federal additional funds for services paid for under this Agreement.

Recipient/subrecipient agrees to maintain and make available to Tulare County Health and Human Services Agency upon request all documents and financial records sufficient to establish compliance with subsection 601(d) of the Social Security Act, as amended, (42 U.S.C. 801(d)). Records shall be maintained for a period of 5 years after final payment is made using CARES Act CRF Funding.

- Kaweah Delta must comply to these terms for expenses reimbursed with CARES Act CRF funding.

EXHIBIT B

Compensation

Projected Costs	
Salaries 30 FTEs	\$ 1,047,800
Supplies COVID-19 Tests (75,000 x \$25)	\$ 1,875,000
Facilities Specimen Collection Centers	\$ 76,000
Total Cost	\$ 2,998,800

Invoices and Payments:

- Kaweah Delta will provide monthly invoices for expenses associated with services rendered under this agreement.
- Invoices may be submitted electronically to gcdiaz@tularehhsa.org

EXHIBIT C

PROFESSIONAL SERVICES CONTRACTS **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, 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

Deductibles and Self-insured retentions must be declared and any deductible or self-insured retention that exceeds \$100,000 will be reviewed by the COUNTY Risk Manager for approval.

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.

WAIVERS:

I represent and attest that I am a person authorized to make representations on behalf of the CONTRACTOR, and represent the following:

(mark X if applicable)

Automobile Exemption: I certify that _____ does not own nor use vehicles in the performance of the agreement for which this insurance requirement is attached.

Workers' Compensation Exemption: I certify that _____ is not required to carry workers' compensation coverage or has filed an exemption with the State of California as required by law.

I acknowledge and represent that we have met the insurance requirements listed above.

Print Name Ryan Grates Date: 9/15/2020

Contractor Name Kaweah Delta Health Care District

Signature 