



**FY 2021-2022**

**AGREEMENT NO: K/T AAA 21/22-04**

**CONTRACTOR: Valley Caregiver Resource Center**

# AGREEMENT

**THIS AGREEMENT** is entered into on \_\_\_\_\_, between the **KINGS/TULARE AREA AGENCY ON AGING**, hereinafter referred to as “K/T AAA”, and **VALLEY CAREGIVER RESOURCE CENTER**, hereinafter referred to as “CONTRACTOR”, with reference to the following Agreement.

## **ACCORDINGLY, IT IS AGREED:**

- 1. TERM:** This Agreement shall become effective as of July 1, 2021 and shall expire at 11:59 PM on June 30, 2022 unless otherwise terminated as provided in this Agreement.
- 2. SERVICES TO BE PERFORMED:** Contractor agrees to provide telephone based social networking and outreach programs as requested by the K/T AAA per attached **EXHIBIT A**.
- 3. PAYMENT FOR SERVICES:** It is mutually agreed that the K/T AAA shall pay the Contractor no more than a maximum of **Twenty Five Thousand dollars** (\$25,000.00) for all services rendered under this agreement as per attached **Exhibits B & C**. Expenses for other services or materials not therein listed are neither authorized nor reimbursable. Contractor shall submit for K/T AAA approval detailed invoices describing the work performed. All payments under this Agreement shall be made in accordance with the K/T AAA’s normal payment cycle.
- 4. INDEPENDENT CONTRACTOR STATUS:**

This Agreement is entered into by both parties with the express understanding that CONTRACTOR will perform all services required under this Agreement as an Independent Contractor. Nothing in this Agreement shall be construed to constitute CONTRACTOR or any of its agents, employees or officers as an agent, employee or officer of K/T AAA. CONTRACTOR shall advise everyone it assigns or hires to perform any duty under this agreement that they are not employees of K/T AAA. Subject to any performance criteria contained in this Agreement, CONTRACTOR shall be solely responsible for determining the means and methods of performing the specified services and K/T AAA shall have no right to control or exercise any supervision over CONTRACTOR as to how the services will be performed. As CONTRACTOR is not K/T AAA'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular, K/T AAA will not:

Withhold FICA (Social Security) from CONTRACTOR'S payments.  
Make State or Federal unemployment insurance contributions on CONTRACTOR'S behalf.  
Withhold State or Federal income tax from payments to CONTRACTOR.  
Make disability insurance contributions on behalf of CONTRACTOR.  
Obtain unemployment compensation insurance on behalf of CONTRACTOR.

Notwithstanding this independent contractor relationship, K/T AAA shall have the right to monitor and evaluate the performance of CONTRACTOR to assure compliance with this Agreement.

- 5. COMPLIANCE WITH LAW:** CONTRACTOR shall provide services in accordance with applicable Federal, State, and local laws, regulations and directives, including but not limited to, laws regarding conflicts of interest or prohibited activities, such as Government Code sections 1090 et seq., Government Code sections 81000 et seq. and regulations promulgated pursuant thereto by the California Fair Political Practices Commission, and Government Code sections 16645 et seq. (influencing union organizations activities). With respect to CONTRACTOR'S employees, CONTRACTOR shall comply with all laws and regulations pertaining to wages and hours, State and Federal income tax, unemployment insurance, Social Security, disability insurance, workers' compensation insurance, and discrimination in employment. If Contractor is an individual or sole proprietorship, this Agreement is subject to the Independent Contractor reporting requirements of Unemployment Insurance Code section 1088.8. In such case, Contractor shall accurately fill out and complete the California Unemployment Development Departments form DE-542 ("Report of Independent Contractor[s]") and submit it to K/T AAA at the time this Agreement is executed by Contractor. Failure to provide form DE-542 with complete information by the time specified may, at K/T AAA's option, prevent approval of this Agreement by K/T AAA, or may be grounds for its termination by K/T AAA, and K/T AAA reserves the right to offset the amount of any fines or penalties imposed on K/T AA against any sum due or to become due.
- 6. GOVERNING LAW:** This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. Contractor waives the removal provisions of California Code of Civil Procedure section 394. The parties agree that this contract is made in and shall be performed in Tulare County, California.
- 7. RECORDS AND AUDIT:** CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement. In addition, CONTRACTOR shall maintain complete and accurate records with respect to any payments to employees or subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures, shall be clearly identified, and shall be kept readily accessible. Upon request, CONTRACTOR shall make such records available to the K/T AAA and its agents and representatives, for the purpose of auditing and/or copying such records for a period of five (5) years from the date of final payment under this Agreement.
- 8. CONFLICT OF INTEREST:**

  - (a) CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interests or appearance of conflicts of interests, including, but not limited to Government Code Section 1090 et seq., and the Political Reform Act, Government Code Section 18000 et seq. and regulations promulgated pursuant thereto by the California Fair Political

Practices Commission. The statutes, regulations and laws previously referenced include, but are not limited to, prohibitions against any public officer or employee, including CONTRACTOR for this purpose, from making any decision on behalf of K/T AAA in which such officer, employee or consultant or contractor has a direct or indirect financial interest. A violation can occur if the public officer, employee consultant or Contractor participates in or influences any K/T AAA decision that has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest, with certain narrow exceptions.

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

**9. INSURANCE:** Prior to approval of this Agreement by K/T AAA, CONTRACTOR shall file with the submitting department evidence of the required insurance as set forth in **EXHIBIT D** attached. Insurance policies shall not be used to limit CONTRACTOR'S liability or to limit the indemnification provisions and requirements of this contract or act in any way to reduce the policy coverage and limits available from the insurer(s).

**10. INDEMNIFICATION:** County of Tulare /K/T AAA and Contractor shall each hold harmless, defend, and indemnify the other party, its agents, officers, and employees from and against liability, claims, actions, costs, damages, or losses of any kind, including death, injury, and property damage, which any third party or entity asserts to have arisen out of either County of Tulare/K/T AAA or Contractor's own activities, conduct, or omissions, or those of its agents, officers, and employees. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created. This indemnification specifically includes any claims that may be made against County of Tulare/K/T AAA by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, any claims made against County of Tulare/K/T AAA alleging civil rights violation by Contractor under Government Code section 12920 et seq. (California Fair Employment and Housing Act), and any fines or penalties imposed on County of Tulare/K/T AAA for Contractor's failure to provide form DE-542, when applicable. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

**11. TERMINATION:**

- a. Without Cause: K/T AAA will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. K/T AAA will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. K/T AAA will not pay lost anticipated profits or other economic loss. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other

documents prepared by CONTRACTOR in accordance with this Agreement. No sanctions will be imposed.

- b. With Cause: This Agreement may be terminated by either party should the other party:
1. be adjudged a bankrupt, or
  2. become insolvent or have a receiver appointed, or
  3. make a general assignment for the benefit of creditors, or
  4. suffer any judgment which remains unsatisfied for 30 days, and which would substantively impair the ability of the judgment debtor to perform under this Agreement, or
  5. materially breach this Agreement.

In addition, K/T AAA may terminate this Agreement based on:

6. material misrepresentation, either by CONTRACTOR or anyone acting on CONTRACTOR's behalf, as to any matter related in any way to K/T AAA's retention of CONTRACTOR, or
7. other misconduct or circumstances which, in the sole discretion of the K/T AAA, either impair the ability of CONTRACTOR to competently provide the services under this Agreement, or expose the K/T AAA to an unreasonable risk of liability.

K/T AAA will pay to the CONTRACTOR the compensation earned for work performed and not previously paid for to the date of termination. The payment of such compensation is subject to the restrictions on payment of compensation otherwise provided in this Agreement, and is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR by the date of termination in accordance with this Agreement. K/T AAA will not pay lost anticipated profits or other economic loss, nor will the K/T AAA pay compensation or make reimbursement to cure a breach arising out of or resulting from such termination. If this Agreement is terminated and the expense of finishing the CONTRACTOR's scope of work exceeds the unpaid balance of the agreement, the CONTRACTOR must pay the difference to the K/T AAA. Sanctions taken will be possible rejection of future proposals based on specific causes of non-performance.

- c. Effects of Termination: Expiration or termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities. Where CONTRACTOR's services have been terminated by the K/T AAA, said termination will not affect any rights of the K/T AAA to recover damages against the CONTRACTOR.
- d. Suspension of Performance: Independent of any right to terminate this Agreement, the authorized representative of K/T AAA for which CONTRACTOR's services are to be performed, may immediately suspend performance by CONTRACTOR, in whole or in part, in response to health, safety or financial emergency, or a failure or refusal by CONTRACTOR to comply with the provisions of this Agreement, until such time as the cause for suspension is resolved, or a notice of termination becomes effective.

**12. LOSS OF FUNDING:** It is understood and agreed that if the funding is either discontinued or reduced for this project for the K/T AAA, that the K/T AAA shall have the right to terminate this Agreement. In such event, the affected party shall provide the other party with at least thirty (30) days prior written notice of such termination.

**13. NOTICES:**

- a. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

**K/T AAA:**

KINGS/TULARE AREA AGENCY ON AGING  
TULARE COUNTY HEALTH & HUMAN SERVICES AGENCY  
5957 S. Mooney Boulevard  
Visalia, CA 93277

**Fax No.:** 559-737-4694

**Phone No.:** 559-624-8075

**CONTRACTOR:**

VALLEY CAREGIVER RESOURCE CENTER  
5363 N. Fresno Street  
Fresno, CA 93710

**Fax No.:** 559-224-9179

**Phone No.:** 559-224-9154

- 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 shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

**14. ASSIGNMENT/SUBCONTRACTING:** Unless otherwise provided in this Agreement, K/T AAA is relying on the personal skill, expertise; training and experience of CONTRACTOR and CONTRACTOR'S employees and no part of this Agreement may be assigned or subcontracted by CONTRACTOR without the prior written consent of K/T AAA.

**15. DISPUTE RESOLUTION:** If a dispute arises out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the 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 parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the

mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within 30 days, either party may pursue litigation to resolve the dispute.

- 16. FURTHER ASSURANCES:** Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.
- 17. CONSTRUCTION:** This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.
- 18. HEADINGS:** Section headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.
- 19. NO THIRD-PARTY BENEFICIARIES INTENDED:** Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
- 20. WAIVERS:** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.
- 21. EXHIBITS AND RECITALS:** The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
- 22. CONFLICT WITH LAWS OR REGULATIONS/SEVERABILITY:** This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
- 23. ENTIRE AGREEMENT REPRESENTED:** This Agreement represents the entire agreement between CONTRACTOR and K/T AAA as to its subject matter and no prior oral or written understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.
- 24. ASSURANCES OF NON-DISCRIMINATION:** CONTRACTOR shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.

- a. It is recognized that both the Contractor and the K/T AAA have the responsibility to protect K/T AAA employees and clients from unlawful activities, including discrimination and sexual harassment in the workplace. Accordingly, Contractor agrees to provide appropriate training to its employees regarding discrimination and sexual harassment issues, and to promptly and appropriately investigate any allegations that any of its employees may have engaged in improper discrimination or harassment activities. The K/T AAA, in its sole discretion, has the right to require Contractor to replace any employee who provides services of any kind to K/T AAA pursuant to this Agreement with other employees where K/T AAA is concerned that its employees or clients may have been or may be the subjects of discrimination or harassment by such employees. The right to require replacement of employees as aforesaid shall not preclude K/T AAA from terminating this Agreement with or without cause as provided for herein.

**25. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):**

- a. CONTRACTOR shall comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate exhibit, as set forth in **EXHIBIT E** attached.
- b. At termination of this Agreement, CONTRACTOR shall, if feasible, return or destroy all protected health information received from, or created or received by, CONTRACTOR on behalf of the K/T AAA that CONTRACTOR still maintains in any form, and retain no copies of such information; or, if such return or destruction is not feasible, extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information feasible.
- c. K/T AAA may immediately terminate this Agreement if K/T AAA determines that CONTRACTOR has violated a material term of this provision.

**26. CULTURAL COMPETENCE AND DIVERSITY:** Contractor shall comply with the Cultural Competence exhibit, as set forth in Exhibit F attached.



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

K/T AAA

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

By \_\_\_\_\_

TITLE \_\_\_\_\_

CONTRACTOR

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

By \_\_\_\_\_

TITLE \_\_\_\_\_

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

By \_\_\_\_\_

TITLE \_\_\_\_\_

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

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## **EXHIBIT A: HOMEBOUND SENIOR SOCIAL NETWORK SCOPE OF SERVICES**

### Overview

Due to aging, increasing disability and loss of mobility often lead to a decline in social networks and support. The result is greater isolation and a decline in mental health and quality of life. Interventions such as socialization, day care centers, and senior centers are in part constructed to alleviate and delay such isolation through group activities and maintaining a social engagement with friends, family, and social volunteerism. Due to a protracted illness, a stroke, or some other life event—often an acute health problem—many elderly people find themselves prohibited from continuing to participate in their social groups.

The Homebound Senior Social Network project will provide a medium for homebound seniors to reconnect to friends, make new friends, and participate in an assortment of activities and support groups that will help to relieve the feelings of isolation and depression often associated with loss of mobility and social interaction. The goal of the Kings/Tulare Agency on Aging is to provide mental health prevention and early intervention services to this at-risk population by giving them the opportunity to make new friendships, share laughter, and become a part of a networked social community, while maintaining and improving cognitive vitality by decreasing loneliness and isolation.

### Scope of Services

The Valley Caregiver Resource Center (VCRC) will conduct a telephone-based social networking and outreach program targeting homebound clients, aged 60 or over, of the Kings/Tulare Area Agency on Aging (K/T AAA) Home-Delivered Meals and Multipurpose Senior Services programs in Tulare County.

VCRC shall:

- Provide a range of activities, friendly conversation, and an assortment of classes and support groups to the target population, using conference calls—a system modeled on Senior Center Without Walls, an award-winning and nationally recognized community outreach program. All of the activities will take place on the telephone, with participants calling in toll-free from their own homes.
- Promote the Homebound Senior Social Network program and will be responsible for creating and distributing such products as fliers, handouts, signs, etc. to make the program known to the target population.
- Hold an activity conference call for attendees at least once weekly, and will increase the frequency of conference call sessions as the project develops and community interest increases. VCRC assures that a facilitator or group leader will always be on the calls to manage the discussion.
- Utilize a survey or other means to determine topics of interest to program participants and will develop classes, groups, and activities that appeal to the

participants while maintaining the goals of relieving feelings of isolation and depression and improving cognitive vitality.

- Make use of tracking tools to measure attendance and the efficacy of the program and will submit monthly reports to K/T AAA administrative staff. However, should any participant on any conference call express suicidal tendencies or extreme depressive symptoms, VCRC shall report the name of the caller to the appropriate K/T AAA staff for immediate attention.
- Submit monthly invoices to the K/T AAA by the 10<sup>th</sup> of the following month to receive compensation.

K/T AAA shall:

- Compensate VCRC up to the maximum amount of \$25,000 for the 2020-2021 fiscal year, per the attached Exhibit B, Budget.
- Utilize tracking tools to measure attendance and efficacy of the program. (Exhibit C)

## EXHIBIT B: BUDGET

### Kings Tulare Area Agency on Aging Monthly Expenditure Report Homebound Senior Social Network Program

**Contractor:**  
**Address:**  
**Service:**

**Contract No.**  
**Contract Period**

**For the Month of:** \_\_\_\_\_

Due at K/T AAA by the 10th of the following month

#### Expenses

Cost Category	Budget	Current Month	Total YTD	% OF Budget
Personnel		0	0	#DIV/0!
Travel & Training		0	0	#DIV/0!
Supplies		0	0	#DIV/0!
Other		0	0	#DIV/0!
Overhead		0	0	#DIV/0!
Food		0	0	#DIV/0!
Advertising		0	0	#DIV/0!
<b>Total</b>	25000	0	0	0

#### Revenues

Inkind	0	0	0	#DIV/0!
Non Match	0	0	0	#DIV/0!
Overhead	0	0	0	#DIV/0!
Cash Match	0	0	0	#DIV/0!
Inkind Match	0	0	0	#DIV/0!
Program Income	0	0	0	#DIV/0!
Contract Funds Earned	0	0	0	#DIV/0!
<b>Total</b>	0	0	0	#DIV/0!

**Payments will be made based on actual expenditures**

\_\_\_\_\_  
**Authorized Signature**

## EXHIBIT C: DATA TRACKING FOR HOMEBOUND SOCIAL NETWORK

For the Month of \_\_\_\_\_

<b>PARTICIPATION</b>	<b>Date of Conference Call</b>	<b># of Clients on the Call</b>
	Topic 1	
	Topic 2	
	Topic 3	
	<b>Totals</b>	0
<b>OUTREACH</b>	<b>Method of Outreach</b>	<b># of Contacts</b>
	Flyers	
	Telephone Call	
	Presentation	
	Other	
	<b>Totals</b>	0

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_

Notes: Fill in the name of the topic or activity involved with each conference call. Add more lines if additional conference calls took place.

Outreach means your efforts to encourage more clients to participate and may include a variety of outreach methods. For example, if you tell someone on the phone about the calls, that is one contact. If you distribute 50 flyers about the project, that equals 50 contacts.

## **EXHIBIT D: INSURANCE REQUIREMENTS**

- A. A Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
1. Coverage at least as broad as Commercial General Liability Insurance of \$1,000,000 combined single limit per occurrence. If the annual aggregate applies it must be no less than \$2,000,000.
  2. Comprehensive Automobile Liability Insurance (if applicable) of \$1,000,000 per occurrence for volunteers and paid employees providing services supported by this Agreement.
  3. Workers' Compensation and Employer's Liability Insurance as required by law.
  4. Professional Errors and Omissions Insurance of \$1,000,000
- B. The Certificate of Insurance for General Liability and Comprehensive Automobile Liability Insurance must meet the following requirements:
1. Name K/T AAA and the County of Tulare, its officers, agents, employees and volunteers, individually and collectively, as additional insured by endorsement to the policy.
  2. State that such insurance for additional insureds shall apply as primary insurance and any other insurance maintained by K/T AAA and the County of Tulare shall be excess.
- C. The Certificate of Insurance for Workers Compensation should include the following:
- A. Waiver of Subrogation. CONTRACTOR waives all rights against K/T AAA and the County of Tulare and its agents, officers, and employees for recovery of damages to the extent these damages are covered by the workers compensation and employers liability by endorsement to the policy.
- D. The K/T AAA and the County of Tulare Risk Manager (or designee) must approve any deductible or self-insured retention that exceeds \$100,000.
- E. Insurance must be placed with insurers with a current rating given by A.M. Best and Company of no less than A(-) from a company admitted to do business in California. Any waiver of these standards is subject to approval by the K/T AAA and the County of Tulare Risk Manager (or designee).

- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. Coverage shall not be suspended, voided, canceled, reduced in coverage, or otherwise materially changed except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to K/T AAA and the County of Tulare, or ten (10) days written notice if the reason for cancellation is for non-payment of insurance premium. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide the K/T AAA and the County of Tulare, at least thirty (30) days prior to the expiration date, a new certificate of insurance evidencing insurance coverage as provided herein for a period not less than the remaining agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, the K/T AAA may, in addition to other remedies it may have, terminate this Agreement.
- G. Contractor shall require its subcontractors or vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, worker's compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require its subcontractors and vendors to hold the Contractor harmless. The subcontractor's Certificate of Insurance shall also name the Contractor, not the K/T AAA, as the certificate holder and additional insured. The Contractor shall maintain certificates of insurance for all its subcontractors.
- H. Prior to approval of this Agreement by the K/T AAA, the Contractor shall file with the K/T AAA and the County of Tulare, certificates of insurance with the original endorsements effecting coverage in a form acceptable to the K/T AAA. The K/T AAA and the County of Tulare reserves the right to require certified copies of all required insurance policies at any time.
- I. The entity providing Ombudsman services must be insured or self-insure for professional liability covering all Ombudsman activities, including, but not limited to, investigation of patient complaints.



## **EXHIBIT E: HIPAA REQUIREMENT**

(Update version 04/09/13)

The Health Insurance Portability and Accountability Act of 1996 (HIPAA)

- A. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the Privacy Rule.
1. **Business Associate** shall mean CONTRACTOR.
  2. **Covered Entity** shall mean K/T AAA (Kings/Tulare Area Agency on Aging).
  3. **Individual** shall have the same meaning as the term “individual” in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  4. **Privacy Rule** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
  5. **Protected Health Information** shall have the same meaning as the term “protected health information” in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
  6. **Required by Law** shall have the same meaning as the term “required by law” in 45 CFR 164.501.
  7. **Secretary** shall mean the Secretary of the Department of Health and Human Services or his designee.
- B. Obligations and Activities of CONTRACTOR
1. CONTRACTOR agrees to not use or disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law.
  2. CONTRACTOR agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
  3. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of Protected Health Information by CONTRACTOR in violation of the requirements of this Agreement.
  4. CONTRACTOR agrees to report to K/T AAA any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware.

5. CONTRACTOR agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by CONTRACTOR on behalf of K/T AAA agrees to the same restrictions and conditions that apply through this Agreement to CONTRACTOR with respect to such information. CONTRACTOR agrees to provide access, at the request of K/T AAA, and in the time and manner requested by K/T AAA, to Protected Health Information in a Designated Record Set, to K/T AAA or, as directed by K/T AAA, to an Individual in order to meet the requirements under 45 CFR 164.524.
6. CONTRACTOR agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the K/T AAA directs or agrees to pursuant to 45 CFR 164.526 at the request of K/T AAA or an Individual, and in the time and manner requested by K/T AAA.
7. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by CONTRACTOR on behalf of, K/T AAA to the K/T AAA, in a time and manner requested by K/T AAA for purposes of determining CONTRACTOR'S and/or K/T AAA'S compliance with the Privacy Rule.
8. CONTRACTOR agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for K/T AAA to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
9. CONTRACTOR shall provide to K/T AAA or an individual, in time and manner designated by K/T AAA, information collected in accordance with Title 45, CFR, Section 164.528, to permit the Department to respond to a request by the individual for an accounting of disclosures of PHI in accordance with Title 45, CFR, Section 164.528

C. General Use and Disclosure Provisions:

Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information on behalf of, or to provide services to, K/T AAA, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by K/T AAA or the minimum necessary policies and procedures of the K/T AAA.

D. Specific Use and Disclosure

1. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information for the proper management and administration of the CONTRACTOR or to carry out the legal responsibilities of the CONTRACTOR.

2. Except as otherwise limited in this Agreement, CONTRACTOR may disclose Protected Health Information for the proper management and administration of the CONTRACTOR, provided that disclosures are Required By Law, or CONTRACTOR obtains reasonable assurances from the person to whom the information is disclosed that it 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 CONTRACTOR of any instances of which it is aware in which the confidentiality of the information has been breached.
3. Except as otherwise limited in this Agreement, CONTRACTOR may use Protected Health Information to provide Data Aggregation services to K/T AAA as permitted by 42 CFR 164.504(e)(2)(i)(B).
4. CONTRACTOR may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with § 164.502(j)(1)

E. Obligations of K/T AAA

1. K/T AAA shall notify CONTRACTOR of any limitation(s) in its notice of privacy practices of K/T AAA in accordance with 45 CFR 164.520, to the extent that such limitation may affect CONTRACTOR'S use or disclosure of Protected Health Information.
2. K/T AAA shall notify CONTRACTOR of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect CONTRACTOR'S use or disclosure of Protected Health Information.
3. K/T AAA shall notify CONTRACTOR of any restrictions to the use or disclosure of Protected Health Information that K/T AAA has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect CONTRACTOR'S use or disclosure of Protected Health Information.

F. Permissible Requests by K/T AAA:

Except as otherwise provided herein, K/T AAA shall not request CONTRACTOR to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by K/T AAA

G. Miscellaneous

1. *Regulatory References.* A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.

2. *Amendment.* The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for K/T AAA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub L. No. 104-191.
3. *Survival.* The respective rights and obligations of CONTRACTOR under this Exhibit shall survive the termination of this Agreement.
4. *Interpretation.* Any ambiguity in this Agreement shall be resolved to permit K/T AAA to comply with the Privacy Rule.

## EXHIBIT F: 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 K/T AAA 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.