

1 **SERVICE AGREEMENT**

2 This Service Agreement (“Agreement”) is dated _____ and is between
3 Kaweah Delta Health Care District dba Kaweah Health, a local health care district organized
4 and existing under the laws of the State of California, Health & Safety Code §§ 32000 et seq.
5 (“Contractor”), and the County of Fresno, a political subdivision of the State of California
6 (“County”).

7 **Recitals**

8 A. County’s Department of Public Health’s Emergency Medical Services (EMS) Division, is
9 the designated Local EMS Agency (hereinafter referred to as the “EMS Agency”) for the
10 Counties of Fresno, Kings, Madera and Tulare, as provided in Health & Safety Code section
11 1797.200.

12 B. County and EMS Agency recognize a continuous need for a Level III Trauma Center to
13 serve trauma victims in Fresno, Kings, Madera and Tulare Counties

14 C. Contractor desires that the local EMS Agency designate Contractor as a Level III
15 Trauma Center in accordance with Title 22, Division 9, Chapter 7 of the California Code of
16 Regulations, entitled “Trauma Care Systems” (§§ 100236 et seq.; hereinafter referred to as the
17 “Trauma Care Regulations”), and the Emergency Medical Services System and the Prehospital
18 Emergency Medical Care Personnel Act (Health & Safety Code, §§ 1797 et seq.; hereinafter
19 referred to as the “EMS Act”).

20 D. In order for Contractor to be designated by the EMS Agency as a Level III Trauma
21 Center, Contractor is required to have a written agreement with the EMS Agency for the
22 provision of such services, as provided by Trauma Care Regulation, section 100255(g).

23 E. Contractor has continuously been designated by the County as a Level III Trauma
24 Center since 2010.

25 F. Contractor represents that it will maintain and operate a qualifying trauma center, in
26 accordance with the Trauma Care Regulations and the EMS Act, and is agreeable to such
27 designation by the EMS Agency.

28 The parties therefore agree as follows:

1 **Article 1**

2 **EMS System/Designation of Contractor**

3 A. The parties acknowledge and agree that the EMS Agency has the authority to plan,
4 implement and evaluate an emergency medical services system in Fresno, Kings, Madera, and
5 Tulare Counties pursuant to Health and Safety Code sections 1797.200 and 1797.204.

6 B. The parties acknowledge and agree that the EMS Agency has the authority to implement
7 and update a trauma care system for the EMS System, including the authority to designate a
8 Level III Trauma Center for the EMS System, pursuant to Health & Safety Code sections
9 1798.160 et seq. of the EMS Act, and the Trauma Care Regulations.

10 C. The parties acknowledge and agree that the EMS Agency Medical Director (including his
11 or her Assistant Medical Directors) of the EMS Agency has the authority of medical control of
12 the EMS System, including the trauma care system, and the authority to assure medical
13 accountability through the planning, implementation and evaluation of the EMS System,
14 including the trauma care system, set forth in Health and Safety Code section 1797.202.

15 D. The parties acknowledge and agree that the service area for the Contractor's Level III
16 Trauma Center is Fresno, Kings, Madera, and Tulare Counties.

17 E. Contractor acknowledges and agrees that neither the County nor the EMS Agency
18 makes any representation, warranty or guarantee, and cannot and do not assure contractor
19 that any minimum number of trauma patients will be delivered or referred to Contractor's
20 facilities.

21 F. Contractor acknowledges and agrees that the EMS Agency's designation of Contractor
22 as a Level III Trauma Center for the EMS System is made on a non-exclusive basis, and that
23 the EMS Agency reserves the right to designate any other qualifying hospitals, at any time, as
24 a Level I, II, III or IV Trauma Center or Level I or II Pediatric Trauma Center for the EMS
25 System. Contractor acknowledges that the EMS Agency has previously designated Community
26 Regional Medical Center as a Level I Trauma Center and Valley Children's Hospital, in Fresno,
27 California, as a Level II Pediatric Trauma Center for the EMS System, as provided in the
28 Regional Trauma Plan.

1 **Article 2**

2 **Contractor's Responsibilities**

3 2.1 **Scope of Services.** The Contractor shall perform all of the services provided in
4 Exhibit A to this Agreement, titled "Contractor's Responsibilities."

5 2.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and
6 able to perform all of the services provided in this Agreement.

7 2.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all
8 applicable federal, state, and local laws and regulations in the performance of its obligations
9 under this Agreement, including but not limited to workers compensation, labor, and
10 confidentiality laws and regulations.

11 **Article 3**

12 **County's Responsibilities**

13 3.1 The County's shall, at its own expense, at all times during the term of this Agreement
14 cause and/or request the EMS Agency to:

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

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

18 C. Provide appropriate information and data to Contractor on the Trauma Care System.

19 D. Perform periodic announced or unannounced site visits to Contractor's facilities for the
20 purpose of monitoring Contractor's performance under and compliance with this Agreement.
21 Site visits shall not unnecessarily interrupt Contractor or Contractor's personnel.

22 E. Develop and implement, with input from Contractor, a Trauma Registry Program and
23 Trauma Registry database for the purpose of data collection, monitoring of trauma centers'
24 compliance with the Trauma Center Standards in the Regional Trauma Plan and evaluation of
25 the trauma care system.

26 F. Perform all other obligations of County under this Agreement.

1 **Article 4**

2 **Compensation/Consideration**

3 4.1 **No Monetary Compensation.** Contractor’s Level III Trauma Center functions,
4 services and activities conducted pursuant to the terms and conditions of this Agreement shall
5 be performed without the payment of any monetary compensation by County to Contractor.
6 County shall not be liable for any costs or expenses incurred by Contractor to satisfy its
7 obligations under this Agreement.

8 4.2 **Consideration.** The parties acknowledge and agree that their respective covenants
9 made to the other party and benefits received from the other party under this Agreement shall
10 form the basis of the consideration exchanged between them under this Agreement.

11 **Article 5**

12 **Term of Agreement**

13 5.1 **Term.** This Agreement is effective on July 1, 2024 and terminates on June 30, 2027,
14 except as provided in section 5.2, “Extension,” or Article 7, “Termination and Suspension,”
15 below.

16 5.2 **Extension.** The term of this Agreement shall automatically be extended for an
17 unlimited number of one (1) year extensions upon the same terms and conditions herein set
18 forth, unless written notice of non-renewal is given by either of the parties to the other party no
19 later than 30 days prior to the expiration of the then-current term of this Agreement. The
20 extension of this Agreement by the County is not a waiver or compromise of any default or
21 breach of this Agreement by the Contractor existing at the time of the extension whether or not
22 known to the County.

23 **Article 6**

24 **Notices**

25 6.1 **Contact Information.** The persons and their addresses having authority to give and
26 receive notices provided for or permitted under this Agreement include the following:

27 **For the County:**
28 Director, Department of Public Health
County of Fresno

1 P.O. Box 11867
2 Fresno, CA 93775
3 CCEMSA@fresnocountyca.gov
4 Fax: (559) 600-7691

5 **For the Contractor:**
6 Chief Nursing Officer
7 Kaweah Delta Health Care District dba Kaweah Health
8 400 W Mineral King Ave
9 Visalia, CA 93291

10 6.2 **Change of Contact Information.** Either party may change the information in section
11 6.1 by giving notice as provided in section 6.3.

12 6.3 **Method of Delivery.** Each notice between the County and the Contractor provided
13 for or permitted under this Agreement must be in writing, state that it is a notice provided under
14 this Agreement, and be delivered either by personal service, by first-class United States mail, by
15 an overnight commercial courier service, by telephonic facsimile transmission, or by Portable
16 Document Format (PDF) document attached to an email.

17 (A) A notice delivered by personal service is effective upon service to the recipient.

18 (B) A notice delivered by first-class United States mail is effective three County
19 business days after deposit in the United States mail, postage prepaid, addressed to the
20 recipient.

21 (C) A notice delivered by an overnight commercial courier service is effective one
22 County business day after deposit with the overnight commercial courier service,
23 delivery fees prepaid, with delivery instructions given for next day delivery, addressed to
24 the recipient.

25 (D) A notice delivered by telephonic facsimile transmission or by PDF document
26 attached to an email is effective when transmission to the recipient is completed (but, if
27 such transmission is completed outside of County business hours, then such delivery is
28 deemed to be effective at the next beginning of a County business day), provided that
the sender maintains a machine record of the completed transmission.

6.4 **Claims Presentation.** For all claims arising from or related to this Agreement,
nothing in this Agreement establishes, waives, or modifies any claims presentation

1 requirements or procedures provided by law, including the Government Claims Act (Division 3.6
2 of Title 1 of the Government Code, beginning with section 810).

3 **Article 7**

4 **Termination and Suspension**

5 **7.1 Termination for Non-Allocation of Funds.** The terms of this Agreement are
6 contingent on the approval of funds by the appropriating government agency. If sufficient funds
7 are not allocated, then the County, upon at least 30 days' advance written notice to the
8 Contractor, may:

9 (A) Modify the services provided by the Contractor under this Agreement; or

10 (B) Terminate this Agreement.

11 **7.2 Termination for Breach.**

12 (A) Upon determining that a breach (as defined in paragraph (C) below) has
13 occurred, the County may give written notice of the breach to the Contractor. The written
14 notice may suspend performance under this Agreement, and must provide at least 30
15 days for the Contractor to cure the breach.

16 (B) If the Contractor fails to cure the breach to the County's satisfaction within the
17 time stated in the written notice, the County may terminate this Agreement immediately.

18 (C) For purposes of this section, a breach occurs when, in the determination of the
19 County, the Contractor has:

20 (1) Obtained or used funds illegally or improperly;

21 (2) Failed to comply with any part of this Agreement;

22 (3) Submitted a substantially incorrect or incomplete report to the County; or

23 (4) Improperly performed any of its obligations under this Agreement.

24 **7.3 Termination without Cause.** In circumstances other than those set forth above,
25 either party may terminate this Agreement by giving at least 30 days advance written notice to
26 the other party.

27 **7.4 No Penalty or Further Obligation.** Any termination of this Agreement by the County
28 under this Article 7 is without penalty to or further obligation of the County.

1 7.5 **County's Rights upon Termination.** Upon termination for breach under this Article
2 7, the County may demand repayment by the Contractor of any monies disbursed to the
3 Contractor under this Agreement that, in the County's sole judgment, were not expended in
4 compliance with this Agreement. The Contractor shall promptly refund all such monies upon
5 demand. This section survives the termination of this Agreement.

6 **Article 8**

7 **Independent Contractor**

8 8.1 **Status.** In performing under this Agreement, the Contractor, including its officers,
9 agents, employees, and volunteers, is at all times acting and performing as an independent
10 contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint
11 venturer, partner, or associate of the County.

12 8.2 **Verifying Performance.** The County has no right to control, supervise, or direct the
13 manner or method of the Contractor's performance under this Agreement, but the County may
14 verify that the Contractor is performing according to the terms of this Agreement.

15 8.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no
16 right to employment rights or benefits available to County employees. The Contractor is solely
17 responsible for providing to its own employees all employee benefits required by law. The
18 Contractor shall hold the County harmless from all matters relating to the payment of
19 Contractor's employees, including compliance with Social Security withholding and all related
20 regulations.

21 8.4 **Services to Others.** The parties acknowledge that, during the term of this
22 Agreement, the Contractor may provide services to others unrelated to the County.

23 **Article 9**

24 **Indemnity and Defense**

25 9.1 **Indemnity for Contractor.** The Contractor shall indemnify and hold harmless and
26 defend the County (including its officers, agents, employees, and volunteers) against all claims,
27 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
28 penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise

1 from or relate to the performance or failure to perform by the Contractor (or any of its officers,
2 agents, subcontractors, or employees) under this Agreement. The County may conduct or
3 participate in its own defense without affecting the Contractor's obligation to indemnify and hold
4 harmless or defend the County.

5 **9.2 Indemnity for County.** The County shall indemnify and hold harmless and defend
6 the Contractor (including its officers, agents, employees, and volunteers) against all claims,
7 demands, injuries, damages, costs, expenses (including attorney fees and costs), fines,
8 penalties, and liabilities of any kind to the Contractor, the County, or any third party that arise
9 from or relate to the performance or failure to perform by the County (or any of its officers,
10 agents, subcontractors, or employees) under this Agreement. The Contractor may conduct or
11 participate in its own defense without affecting the County's obligation to indemnify and hold
12 harmless or defend the Contractor.

13 **9.3** The aforesaid indemnity and hold harmless clauses by Contractor and County shall
14 apply to all damages and claims for damages of every kind suffered, or alleged to have been
15 suffered by the party to be indemnified, including but not limited to attorney fees, by reason of
16 the aforesaid operations of the indemnifying party, regardless of whether or not the insurance
17 policies of the indemnifying party shall have been determined to be applicable to any such
18 damages or claims for damages.

19 **9.4 Survival.** This Article 9 survives the termination of this Agreement.

20 **Article 10**

21 **Insurance**

22 **10.1** The Contractor shall comply with all the insurance requirements in Exhibit B to this
23 Agreement.

24 **Article 11**

25 **Inspections, Audits, and Public Records**

26 **11.1 Inspection of Documents.** The Contractor shall make available to the County, and
27 the County may examine at any time during business hours and as often as the County deems
28 necessary, all of the Contractor's records and data with respect to the matters covered by this

1 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
2 request by the County, permit the County to audit and inspect all of such records and data with
3 respect to the matters covered by this Agreement to ensure the Contractor's compliance with
4 the terms of this Agreement.

5 **11.2 State Audit Requirements.** If the compensation to be paid by the County under this
6 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
7 California State Auditor, as provided in Government Code section 8546.7, for a period of three
8 years after final payment under this Agreement. This section survives the termination of this
9 Agreement. At the time of Service Agreement execution, there is no known compensation
10 and/or reimbursement for Contractor's performance and matters covered by this Agreement.

11 **11.3 Public Records.** The County is not limited in any manner with respect to its public
12 disclosure of this Agreement or any record or data that the Contractor may provide to the
13 County. The County's public disclosure of this Agreement or any record or data that the
14 Contractor may provide to the County may include but is not limited to the following:

15 (A) The County may voluntarily, or upon request by any member of the public or
16 governmental agency, disclose this Agreement to the public or such governmental
17 agency.

18 (B) The County may voluntarily, or upon request by any member of the public or
19 governmental agency, disclose to the public or such governmental agency any record or
20 data that the Contractor may provide to the County, unless such disclosure is prohibited
21 by any law or regulation contained in Article 11 above and/or a court order.

22 (C) This Agreement, and any record or data that the Contractor may provide to the
23 County, is subject to public disclosure under the Ralph M. Brown Act (California
24 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

25 (D) This Agreement, and any record or data that the Contractor may provide to the
26 County, is subject to public disclosure as a public record under the California Public
27 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
28 with section 6250) ("CPRA").

1 (E) This Agreement, and any record or data that the Contractor may provide to the
2 County, is subject to public disclosure as information concerning the conduct of the
3 people's business of the State of California under California Constitution, Article 1,
4 section 3, subdivision (b).

5 (F) Any marking of confidentiality or restricted access upon or otherwise made with
6 respect to any record or data that the Contractor may provide to the County shall be
7 disregarded and have no effect on the County's right or duty to disclose to the public or
8 governmental agency any such record or data.

9 **11.4 Public Records Act Requests.** If the County receives a written or oral request
10 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
11 and which the County has a right, under any provision of this Agreement or applicable law, to
12 possess or control, then the County may demand, in writing, that the Contractor deliver to the
13 County, for purposes of public disclosure, the requested records that may be in the possession
14 or control of the Contractor. Within five (5) business days after the County's demand, the
15 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
16 possession or control, together with a written statement that the Contractor, after conducting a
17 diligent search, has produced all requested records that are in the Contractor's possession or
18 control, or (b) provide to the County a written statement that the Contractor, after conducting a
19 diligent search, does not possess or control any of the requested records. The Contractor shall
20 cooperate with the County with respect to any County demand for such records. If the
21 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
22 CPRA or other applicable law, it must deliver the record or data to the County and assert the
23 exemption by citation to specific legal authority within the written statement that it provides to
24 the County under this section. The Contractor's assertion of any exemption from disclosure is
25 not binding on the County, but the County will give at least ten (10) days' advance written notice
26 to the Contractor before disclosing any record subject to the Contractor's assertion of exemption
27 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
28 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,

1 failure to produce any such records, or failure to cooperate with the County with respect to any
2 County demand for any such records.

3 **Article 12**

4 **Records/Reports**

5 12.1 Contractor shall develop and maintain a Trauma Registry Program which is
6 approved by the EMS Agency. The Trauma Registry Program shall include all appropriate
7 trauma patient information and “hospital data” (as that term is defined in Trauma Regulation,
8 section 100257(c)) concerning such patients as set forth in EMS Policy #332 – Trauma System
9 Monitoring and the Regional Trauma Plan. All such records shall be complete and accurate.
10 The EMS Agency shall have access to all such records upon request. Contractor shall provide
11 trauma registry data and/or reports to the EMS Agency upon request and/or on a regularly
12 scheduled timetable such as monthly, quarterly, or annually, which will be agreed upon between
13 the EMS Agency and Contractor. In the event that the EMS Agency develops the capability to
14 directly access and retrieve trauma registry records through computer technology, Contractor
15 shall, at no cost to the EMS Agency, assist the EMS Agency in achieving such access and
16 retrieval of Contractor’s Trauma Registry Program through such means.

17 **Article 13**

18 **Licenses/Certificates**

19 13.1 Contractor shall, at its own cost, throughout the term of this Agreement, maintain all
20 necessary licenses, permits and certificates necessary for the provision of services hereunder
21 and now or hereafter required by Federal, State and local laws and regulations, the EMS
22 Agency and any other applicable government agencies. This shall include, but not be limited to:
23 1) being licensed as a general acute care hospital, and 2) holding a special permit for basic or
24 comprehensive emergency services.

1 **Article 14**

2 **Health Insurance Portability and Accountability Act (HIPAA)**

3 14.1 County and Contractor each consider and represent themselves as covered entities
4 as defined by the U.S. Health Insurance Portability and Accountability Act of 1996, Public Law
5 104-191(HIPAA) and agree to use and disclose protected health information as required by law.

6 County and Contractor acknowledge that the exchange of protected health
7 information between them is only for treatment, payment, and health care operations.

8 County and Contractor intend to protect the privacy and provide for the security of
9 Protected Health Information (PHI) pursuant to the Agreement in compliance with HIPAA, the
10 Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
11 (HITECH), and regulations promulgated thereunder by the U.S. Department of Health and
12 Human Services (HIPAA Regulations) and other applicable laws.

13 As part of the HIPAA Regulations, the Privacy Rule and the Security Rule require
14 Contractor to enter into a contract containing specific requirements prior to the disclosure of
15 PHI, as set forth in, but not limited to, Title 45, Sections 164.314(a), 164.502(e) and 164.504(e)
16 of the Code of Federal Regulations (CFR).

17 **Article 15**

18 **Confidentiality and Data Security**

19 15.1 Contractor shall adhere to all data protection requirements laid out in Exhibit C of this
20 Agreement.

21 **Article 16**

22 **General Terms**

23 16.1 **Modification.** Except as provided in Article 7, "Termination and Suspension," this
24 Agreement may not be modified, and no waiver is effective, except by written agreement signed
25 by both parties. The Contractor acknowledges that County employees have no authority to
26 modify this Agreement except as expressly provided in this Agreement.

27 16.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
28 under this Agreement without the prior written consent of the other party.

1 16.3 **Governing Law.** The laws of the State of California govern all matters arising from
2 or related to this Agreement.

3 16.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Tulare County,
4 California. Contractor consents to California jurisdiction for actions arising from or related to this
5 Agreement, and, subject to the Government Claims Act, all such actions must be brought and
6 maintained in Tulare County.

7 16.5 **Construction.** The final form of this Agreement is the result of the parties' combined
8 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
9 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
10 against either party.

11 16.6 **Days.** Unless otherwise specified, "days" means calendar days.

12 16.7 **Headings.** The headings and section titles in this Agreement are for convenience
13 only and are not part of this Agreement.

14 16.8 **Severability.** If anything in this Agreement is found by a court of competent
15 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in
16 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
17 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
18 intent.

19 16.9 **Nondiscrimination.** During the performance of this Agreement, the Contractor shall
20 not unlawfully discriminate against any employee or applicant for employment, or recipient of
21 services, because of race, religious creed, color, national origin, ancestry, physical disability,
22 mental disability, medical condition, genetic information, marital status, sex, gender, gender
23 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
24 all applicable State of California and federal statutes and regulation.

25 16.10 **No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
26 of the Contractor under this Agreement on any one or more occasions is not a waiver of
27 performance of any continuing or other obligation of the Contractor and does not prohibit
28 enforcement by the County of any obligation on any other occasion.

1 16.11 **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
2 between the Contractor and the County with respect to the subject matter of this Agreement,
3 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
4 publications, and understandings of any nature unless those things are expressly included in
5 this Agreement. If there is any inconsistency between the terms of this Agreement without its
6 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
7 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
8 exhibits.

9 16.12 **No Third-Party Beneficiaries.** This Agreement does not and is not intended to
10 create any rights or obligations for any person or entity except for the parties.

11 16.13 **Authorized Signature.** The Contractor represents and warrants to the County that:

12 (A) The Contractor is duly authorized and empowered to sign and perform its
13 obligations under this Agreement.

14 (B) The individual signing this Agreement on behalf of the Contractor is duly
15 authorized to do so and his or her signature on this Agreement legally binds the
16 Contractor to the terms of this Agreement.

17 16.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by
18 electronic signature as provided in this section.

19 (A) An “electronic signature” means any symbol or process intended by an individual
20 signing this Agreement to represent their signature, including but not limited to (1) a
21 digital signature; (2) a faxed version of an original handwritten signature; or (3) an
22 electronically scanned and transmitted (for example by PDF document) version of an
23 original handwritten signature.

24 (B) Each electronic signature affixed or attached to this Agreement (1) is deemed
25 equivalent to a valid original handwritten signature of the person signing this Agreement
26 for all purposes, including but not limited to evidentiary proof in any administrative or
27 judicial proceeding, and (2) has the same force and effect as the valid original
28 handwritten signature of that person.

1 (C) The provisions of this section satisfy the requirements of Civil Code section
2 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3,
3 Part 2, Title 2.5, beginning with section 1633.1).

4 (D) Each party using a digital signature represents that it has undertaken and
5 satisfied the requirements of Government Code section 16.5, subdivision (a),
6 paragraphs (1) through (5), and agrees that each other party may rely upon that
7 representation.

8 (E) This Agreement is not conditioned upon the parties conducting the transactions
9 under it by electronic means and either party may sign this Agreement with an original
10 handwritten signature.

11 16.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an
12 original, and all of which together constitute this Agreement.

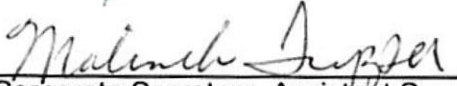
13 [SIGNATURE PAGE FOLLOWS]
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 The parties are signing this Agreement on the date stated in the introductory clause.

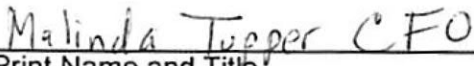
2 KAWEAH DELTA HEALTH CARE DISTRICT COUNTY OF FRESNO

3
4 
5 Gary Herbst, Chief Executive Officer

Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of Fresno

6
7 
8 Corporate Secretary, Assistant Secretary,
Chief Financial Officer, or Assistant
Treasurer

Attest:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

9
10 
11 Print Name and Title

By: _____
Deputy

12 Mailing Address:
13 400 W Mineral King Ave
14 Visalia, CA 93291-6263

15 For accounting use only:
16 Org No.: 56201695
17 Fund No.: 0001
18 Subclass No.: 10000

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

Contractor's Responsibilities

Contractor shall, at its own expense, at all times during the term of this Agreement:

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

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

1. All facilities and resources, including, but not limited to, all necessary utilities, supplies, equipment and furniture; and

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

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

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

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

E. Comply with all EMS Agency Policies and Procedures now in effect, or which may hereafter come into effect, including, but not limited to, those policies and procedures related to trauma care (EMS Agency Policies #330 – Trauma System Overview, #331 – Trauma Facility Designation, #332 – Trauma System Monitoring, #333 – Trauma Center Criteria, and #334 – Trauma Registry Data Collection) and with the EMS System's continuous quality improvement process requirements now in effect, or which may hereafter come into effect (EMS Agency Policies #703 and #704 adopted pursuant Trauma Care Regulation, sec. 100265,

Exhibit A

1 entitled "Quality Improvement"), all of which can be found at www.CCEMSA.org or upon request
2 to the EMS Agency.

3 F. Continuously maintain, without interruption, American College of Surgeons
4 Committee on Trauma (ACS-COT) verification as a Level III Trauma Center.

5 G. Actively and cooperatively participate as a member of the Regional Trauma
6 Audit Committee and the Central Region Trauma Coordinating Committee.

7 H. Develop and/or conduct periodic instructional and educational programs for
8 the benefit of the hospitals and pre-hospital care personnel throughout the EMS System that are
9 related to pre-hospital and in-hospital trauma care for patients.

10 I. Provide and maintain radio and communications equipment in Contractor's
11 facilities for communications with pre-hospital ambulance providers and hospitals throughout the
12 EMS region.

13 J. Maintain all licenses, permits and certificates necessary to operate as an
14 acute care hospital, which, at minimum, includes basic or comprehensive emergency services
15 available, pursuant to the Trauma Care Regulation, section 100261(c), and to maintain
16 accreditation by the Joint Commission on Accreditation of Healthcare Organizations, pursuant to
17 Trauma Care Regulation, section 100248, entitled, "Trauma Care Regulation."

18 K. Provide all appropriate medical direction and control as a Base Hospital,
19 when necessary, to emergency medical services personnel in the field in accordance with EMS
20 Agency Policies and Procedures, now in effect, or which may hereafter come into effect,
21 including but not limited to EMS Policy #311 – Base Hospital Criteria, which can be found at
22 www.CCEMSA.org or upon request to the EMS Agency.

23 L. Take corrective action where there is a failure of Contractor to comply with
24 the Trauma Center Standards set forth in EMS Policy #333. The minimum acceptable period of
25 time to correct a deviation from or deficiency in complying with the standard or standards shall
26 be determined by the EMS Agency's Director on a case-by-case basis applicable to the situation.
27 Notice of any deficiencies alleged against contractor, must be sent in writing for review prior to
28 any action taken. Contractor's failure to take such corrective action within the time specified by

Exhibit A

1 the EMS Agency may, upon declaration thereof by County, result in breach of this Agreement.

2 L. Perform all other obligations of Contractor under this Agreement.

3

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

Exhibit B

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.
- (G) **Cyber Liability.** Cyber liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence. Coverage must include claims involving Cyber Risks. The cyber liability policy must be endorsed to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.

Exhibit B

Definition of Cyber Risks. “Cyber Risks” include but are not limited to (i) Security Breach, which may include Disclosure of Personal Information to an Unauthorized Third Party; (ii) data breach; (iii) breach of any of the Contractor’s obligations under Exhibit C of this Agreement; (iv) system failure; (v) data recovery; (vi) failure to timely disclose data breach or Security Breach; (vii) failure to comply with privacy policy; (viii) payment card liabilities and costs; (ix) infringement of intellectual property, including but not limited to infringement of copyright, trademark, and trade dress; (x) invasion of privacy, including release of private information; (xi) information theft; (xii) damage to or destruction or alteration of electronic information; (xiii) cyber extortion; (xiv) extortion related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; (xv) fraudulent instruction; (xvi) funds transfer fraud; (xvii) telephone fraud; (xviii) network security; (xix) data breach response costs, including Security Breach response costs; (xx) regulatory fines and penalties related to the Contractor’s obligations under this Agreement regarding electronic information, including Personal Information; and (xxi) credit monitoring expenses.

Contractor may satisfy the Commercial General Liability and Professional Liability requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement, as referenced in Exhibit D.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County’s Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, CA 93775, Attention: Contracts Section – 6th Floor, or email, DPHContracts@fresnocountyca.gov, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor’s policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.

Exhibit B

- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.
 - (v) The cyber liability insurance certificate must also state that it is endorsed, and include an endorsement, to cover the full replacement value of damage to, alteration of, loss of, or destruction of intangible property (including but not limited to information or data) that is in the care, custody, or control of the Contractor.
- (B) **Acceptability of Insurers.** All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.
- (C) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.
- (D) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (E) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (F) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.

Exhibit B

(G) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.

Exhibit C

Confidentiality and Data Security

1. Definitions

Capitalized terms used in this Exhibit C have the meanings set forth in this section 1.

- a. **“Authorized Employees”** means the Contractor’s employees who have access to Personal Information or Privileged Information.
- b. **“Authorized Persons”** means: (i) any and all Authorized Employees; and (ii) any and all of the Contractor’s subcontractors, representatives, agents, outsourcers, and consultants, and providers of professional services to the Contractor, who have access to Personal Information and are bound by law or in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms of this Exhibit C.
- c. **“Director”** means the County’s Director Internal Services/Chief Information officer or their designee.
- d. **“Disclose”** or any derivative of that word means to disclose, release, transfer, disseminate, or otherwise provide access to or communicate all or any part of any Personal Information orally, in writing, or by electronic or any other means to any person.
- e. **“Person”** means any natural person, corporation, partnership, limited liability company, firm, or association.
- f. **“Personal Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County, under this Agreement, including but not limited to vital records, that: (i) identifies, describes, or relates to, or is associated with, or is capable of being used to identify, describe, or relate to, or associate with, a person (including, without limitation, names, physical descriptions, signatures, addresses, telephone numbers, e-mail addresses, education, financial matters, employment history, and other unique identifiers, as well as statements made by or attributable to the person); (ii) is used or is capable of being used to authenticate a person (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or personal identification numbers (PINs), financial account numbers, credit report information, answers to security questions, and other personal identifiers); or (iii) is personal information within the meaning of California Civil Code section 1798.3, subdivision (a), or 1798.80, subdivision (e). Personal Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local government records.
- g. **“Privacy Practices Complaint”** means a complaint received by the County relating to the Contractor’s (or any Authorized Person’s) privacy practices, or alleging a Security Breach. Such complaint shall have sufficient detail to enable the Contractor to promptly investigate and take remedial action under this Exhibit C.
- h. **“Privileged Information”** means any and all information, including any data, provided, or to which access is provided, to the Contractor by or upon the authorization of the County or any attorney of the County, under this agreement, including but not limited to any or all of the following: (i) records pertaining to pending litigation to which the County is party, or to claims made pursuant to the Government Claims Act (Gov. Code, Tit. 1,

Exhibit C

Div. 3.6, beginning with section 810), until the pending litigation or claim has been finally adjudicated or otherwise settled, which are exempt from disclosure under Government Code section 6254, subdivision (b); (ii) any information that is subject to the attorney-client privilege, which includes but is not limited to a “confidential communication between client and lawyer,” as that term is defined in Evidence Code section 952, where the County is the client and any attorney of the County is the lawyer, and the Contractor may be serving as a representative of the County, as an intermediate representative for communication between the County and any attorney of the County, or both; or (iii) both (i) and (ii).

For purposes of a “confidential communication between client and lawyer” under this Agreement, the Contractor is presumed to be present to further the interest of the County in its consultation with an attorney of the County, reasonably necessary for the transmission of the information or the accomplishment of the purpose for which the attorney of the County is consulted, or both.

The Contractor acknowledges that the attorney-client privilege protecting Privileged Information belongs to the County and may only be waived by the County’s Board of Supervisors, and may not be waived by any other County official. The Contractor has no right or authority to waive the attorney-client privilege that belongs to the County.

- i. **“Security Safeguards”** means physical, technical, administrative or organizational security procedures and practices put in place by the Contractor (or any Authorized Persons) that relate to the protection of the security, confidentiality, value, or integrity of Personal Information. Security Safeguards shall satisfy the minimal requirements set forth in section 3(C) of this Exhibit C.
 - j. **“Security Breach”** means (i) any act or omission that compromises either the security, confidentiality, value, or integrity of any Personal Information or the Security Safeguards, or (ii) any unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, any Personal Information.
 - k. **“Use”** or any derivative of that word means to receive, acquire, collect, apply, manipulate, employ, process, transmit, disseminate, access, store, disclose, or dispose of Personal Information.
2. **Standard of Care**
- a. The Contractor acknowledges that, in the course of its engagement by the County under this Agreement, the Contractor, or any Authorized Persons, may Use Personal Information and Privileged Information only as permitted in this Agreement.
 - b. The Contractor acknowledges that Personal Information and Privileged Information is deemed to be confidential information of, or owned by, the County (or persons from whom the County receives or has received Personal Information) and is not confidential information of, or owned or by, the Contractor, or any Authorized Persons. The Contractor further acknowledges that all right, title, and interest in or to the Personal Information or the Privileged Information remains in the County (or persons from whom the County receives or has received Personal Information or Privileged Information)

Exhibit C

regardless of the Contractor's, or any Authorized Person's, Use of that Personal Information or that Privileged Information.

- c. The Contractor agrees and covenants in favor of the County that the Contractor shall:
- i. keep and maintain all Personal Information and all Privileged Information in strict confidence, using such degree of care under this section 2 as is reasonable and appropriate to avoid a Security Breach;
 - ii. Use Personal Information exclusively for the purposes for which the Personal Information is made accessible to the Contractor pursuant to the terms of this Exhibit C;
 - iii. Use Privileged Information exclusively for the purposes for which the Privileged Information is made accessible to the Contractor pursuant to the terms of this Exhibit C;
 - iv. not Use, Disclose, sell, rent, license, or otherwise make available Personal Information or Privileged Information for the Contractor's own purposes or for the benefit of anyone other than the County, without the County's express prior written consent, which the County may give or withhold in its sole and absolute discretion;
 - v. not, directly or indirectly, Disclose Personal Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent the Director; and
 - vi. not, directly or indirectly, Disclose Privileged Information to any person (an "Unauthorized Third Party") other than Authorized Persons pursuant to this Agreement, without the express prior written consent of the County's Board of Supervisors.
- d. Notwithstanding the foregoing paragraph, in any case in which the Contractor believes it, or any Authorized Person, is required to disclose Personal Information or Privileged Information to government regulatory authorities, or pursuant to a legal proceeding, or otherwise as may be required by applicable law, Contractor shall (i) immediately notify the County of the specific demand for, and legal authority for the disclosure, including providing County with a copy of any notice, discovery demand, subpoena, or order, as applicable, received by the Contractor, or any Authorized Person, from any government regulatory authorities, or in relation to any legal proceeding, and (ii) promptly notify the County before such Personal Information is offered by the Contractor for such disclosure so that the County may have sufficient time to obtain a court order or take any other action the County may deem necessary to protect the Personal Information or the Privileged Information from such disclosure, and the Contractor shall cooperate with the County to minimize the scope of such disclosure of such Personal Information or Privileged Information.
- e. The Contractor shall remain liable to the County for the actions and omissions of any Unauthorized Third Party concerning its Use of such Personal Information or Privileged Information as if they were the Contractor's own actions and omissions.

Exhibit C

3. Information Security

- a. The Contractor covenants, represents and warrants to the County that the Contractor's Use of Personal Information and Privileged Information under this Agreement does and will at all times comply with all applicable federal, state, and local, privacy and data protection laws, as well as all other applicable regulations and directives, including but not limited to California Civil Code, Division 3, Part 4, Title 1.81 (beginning with section 1798.80), and the Song-Beverly Credit Card Act of 1971 (California Civil Code, Division 3, Part 4, Title 1.3, beginning with section 1747). If the Contractor Uses credit, debit or other payment cardholder information, the Contractor shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing and maintaining all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the Contractor's sole cost and expense.
- b. The Contractor covenants, represents and warrants to the County that, as of the effective date of this Agreement, the Contractor has not received notice of any violation of any privacy or data protection laws, as well as any other applicable regulations or directives, and is not the subject of any pending legal action or investigation by, any government regulatory authority regarding same.
- c. Without limiting the Contractor's obligations under section 3(A) of this Exhibit C, the Contractor's (or Authorized Person's) Security Safeguards shall be no less rigorous than accepted industry practices and, at a minimum, include the following:
 - i. limiting Use of Personal Information and Privileged Information strictly to the Contractor's and Authorized Persons' personnel, including technical and administrative personnel, who are necessary for the Contractor's or Authorized Persons' Use of the Personal Information or Privileged pursuant to this Agreement;
 - ii. ensuring that all of the Contractor's connectivity to County computing systems will only be through the County's security gateways and firewalls, and only through security procedures approved upon the express prior written consent of the Director;
 - iii. to the extent that they contain or provide access to Personal Information or Privileged Information, (a) securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, operating systems, and software applications, including, but not limited to, all mobile devices and other equipment, operating systems, and software applications with information storage capability; (b) employing adequate controls and data security measures, both internally and externally, to protect (1) the Personal Information and the Privileged Information from potential loss or misappropriation, or unauthorized Use, and (2) the County's operations from disruption and abuse; (c) having and maintaining network, device application, database and platform security; (d) maintaining authentication and access controls within media, computing equipment, operating systems, and software applications; and (e) installing and maintaining in all mobile, wireless, or handheld devices a secure internet

Exhibit C

connection, having continuously updated anti-virus software protection and a remote wipe feature always enabled, all of which is subject to express prior written consent of the Director;

- iv. encrypting all Personal Information at advance encryption standards of Advanced Encryption Standards (AES) of 128 bit or higher when Personal Information is (a) stored on any mobile devices, including but not limited to hard disks, portable storage devices, or remote installation, or (b) transmitted over public or wireless networks (the encrypted Personal Information must be subject to password or pass phrase, and be stored on a secure server and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure connection, all of which is subject to express prior written consent of the Director);
 - v. strictly segregating Personal Information and Privileged Information from all other information of the Contractor, including any Authorized Person, or anyone with whom the Contractor or any Authorized Person deals so that Personal Information and Privileged Information is not commingled with any other types of information;
 - vi. having a patch management process including installation of all operating system and software vendor security patches;
 - vii. maintaining appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks of Authorized Employees consistent with applicable law; and
 - viii. providing appropriate privacy and information security training to Authorized Employees.
- d. During the term of each Authorized Employee's employment by the Contractor, the Contractor shall cause such Authorized Employees to abide strictly by the Contractor's obligations under this Exhibit C. The Contractor shall maintain a disciplinary process to address any unauthorized Use of Personal Information or Privileged Information by any Authorized Employee.
- e. The Contractor shall, in a secure manner, backup daily, or more frequently if it is the Contractor's practice to do so more frequently, Personal Information and Privileged Information received from the County, and the County shall have immediate, real time access, at all times, to such backups via a secure, remote access connection provided by the Contractor, through the Internet.
- f. The Contractor shall provide the County with the name and contact information for each Authorized Employee (including such Authorized Employee's work shift, and at least one alternate Authorized Employee for each Authorized Employee during such work shift) who shall serve as the County's primary security contact with the Contractor and shall be available to assist the County twenty-four (24) hours per day, seven (7) days per week as a contact in resolving the Contractor's and any Authorized Persons' obligations associated with a Security Breach or a Privacy Practices Complaint.
- g. The Contractor shall not knowingly include or authorize any Trojan Horse, back door, time bomb, drop dead device, worm, virus, or other code of any kind that may disable,

Exhibit C

erase, display any unauthorized message within, or otherwise impair any County computing system, with or without the intent to cause harm.

4. Security Breach Procedures

- a. Immediately upon the Contractor's awareness or reasonable belief of a Security Breach, the Contractor shall (i) notify the Director of the Security Breach, such notice to be given first by telephone at the following telephone number, followed promptly by email at the following email address: (559) 600-5900 / incidents@fresnocountyca.gov (which telephone number and email address the County may update by providing notice to the Contractor), and (ii) preserve all relevant evidence (and cause any affected Authorized Person to preserve all relevant evidence) relating to the Security Breach. The notification shall include, to the extent reasonably possible, the identification of each type and the extent of Personal Information, Privileged Information, or both, that has been, or is reasonably believed to have been, breached, including but not limited to, compromised, or subjected to unauthorized Use, Disclosure, or modification, or any loss or destruction, corruption, or damage.
- b. Immediately following the Contractor's notification to the County of a Security Breach, as provided pursuant to section 4(A) of this Exhibit C, the Parties shall coordinate with each other to investigate the Security Breach. The Contractor agrees to fully cooperate with the County, including, without limitation:
 - i. assisting the County in conducting any investigation;
 - ii. providing the County with physical access to the facilities and operations affected;
 - iii. facilitating interviews with Authorized Persons and any of the Contractor's other employees knowledgeable of the matter; and
 - iv. making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law, regulation, industry standards, or as otherwise reasonably required by the County.

To that end, the Contractor shall, with respect to a Security Breach, be solely responsible, at its cost, for all notifications required by law and regulation, or deemed reasonably necessary by the County, and the Contractor shall provide a written report of the investigation and reporting required to the Director within 30 days after the Contractor's discovery of the Security Breach.

- c. County shall promptly notify the Contractor of the Director's knowledge, or reasonable belief, of any Privacy Practices Complaint, and upon the Contractor's receipt of that notification, the Contractor shall promptly address such Privacy Practices Complaint, including taking any corrective action under this Exhibit C, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. In the event the Contractor discovers a Security Breach, the Contractor shall treat the Privacy Practices Complaint as a Security Breach. Within 24 hours of the Contractor's

Exhibit C

receipt of notification of such Privacy Practices Complaint, the Contractor shall notify the County whether the matter is a Security Breach, or otherwise has been corrected and the manner of correction, or determined not to require corrective action and the reason for that determination.

- d. The Contractor shall take prompt corrective action to respond to and remedy any Security Breach and take mitigating actions, including but not limiting to, preventing any reoccurrence of the Security Breach and correcting any deficiency in Security Safeguards as a result of such incident, all at the Contractor's sole expense, in accordance with applicable privacy rights, laws, regulations and standards. The Contractor shall reimburse the County for all reasonable costs incurred by the County in responding to, and mitigating damages caused by, any Security Breach, including all costs of the County incurred relation to any litigation or other action described section 4(E) of this Exhibit C.
- e. The Contractor agrees to cooperate, at its sole expense, with the County in any litigation or other action to protect the County's rights relating to Personal Information, Privileged Information, or both, including the rights of persons from whom the County receives Personal Information.

5. Oversight of Security Compliance

- a. The Contractor shall have and maintain a written information security policy that specifies Security Safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- b. Upon the County's written request, to confirm the Contractor's compliance with this Exhibit C, as well as any applicable laws, regulations and industry standards, the Contractor grants the County or, upon the County's election, a third party on the County's behalf, permission to perform an assessment, audit, examination or review of all controls in the Contractor's physical and technical environment in relation to all Personal Information and Privileged Information that is Used by the Contractor pursuant to this Agreement. The Contractor shall fully cooperate with such assessment, audit or examination, as applicable, by providing the County or the third party on the County's behalf, access to all Authorized Employees and other knowledgeable personnel, physical premises, documentation, infrastructure and application software that is Used by the Contractor for Personal Information, Privileged Information, or both, pursuant to this Agreement. In addition, the Contractor shall provide the County with the results of any audit by or on behalf of the Contractor that assesses the effectiveness of the Contractor's information security program as relevant to the security and confidentiality of Personal Information Used by the Contractor or Authorized Persons during the course of this Agreement under this Exhibit C.
- c. The Contractor shall ensure that all Authorized Persons who Use Personal Information, Privileged Information, or both, agree to the same restrictions and conditions in this Exhibit C. that apply to the Contractor with respect to such Personal Information and Privileged Information by incorporating the relevant provisions of this Exhibit C into a valid and binding written agreement between the Contractor and such Authorized Persons, or amending any written agreements to provide same.

Exhibit C

6. **Return or Destruction of Personal Information.** Upon the termination of this Agreement, the Contractor shall, and shall instruct all Authorized Persons to, promptly return to the County all Personal Information and all Privileged Information, whether in written, electronic or other form or media, in its possession or the possession of such Authorized Persons, in a machine readable form used by the County at the time of such return, or upon the express prior written consent of the Director, securely destroy all such Personal Information and all Privileged Information, and certify in writing to the County that such Personal Information and Privileged Information have been returned to the County or disposed of securely, as applicable. If the Contractor is authorized to dispose of any such Personal Information or Privileged Information, as provided in this Exhibit C, such certification shall state the date, time, and manner (including standard) of disposal and by whom, specifying the title of the individual. The Contractor shall comply with all reasonable directions provided by the Director with respect to the return or disposal of Personal Information and Privileged Information and copies of Personal Information and Privileged Information. If return or disposal of such Personal Information or Privileged Information, or copies of Personal Information or Privileged Information, is not feasible, the Contractor shall notify the County according, specifying the reason, and continue to extend the protections of this Exhibit C to all such Personal Information and Privileged Information, and copies of Personal Information and Privileged Information. The Contractor shall not retain any copy of any Personal Information or any Privileged Information after returning or disposing of Personal Information and Privileged Information as required by this section 6. The Contractor's obligations under this section 6 survive the termination of this Agreement and apply to all Personal Information and Privileged Information that the Contractor retains if return or disposal is not feasible and to all Personal Information and Privileged Information that the Contractor may later discover in its possession or control.

7. **Equitable Relief.** The Contractor acknowledges that any breach of its covenants or obligations set forth in this Exhibit C may cause the County irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the County is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the County may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available to the County at law or in equity or under this Agreement.

8. **Indemnity.** The Contractor shall defend, indemnify and hold harmless the County, its officers, employees, and agents, (each, a "**County Indemnitee**") from and against any and all infringement of intellectual property including, but not limited to infringement of copyright, trademark, and trade dress, invasion of privacy, information theft, and extortion, unauthorized Use, Disclosure, or modification of, or any loss or destruction of, or any corruption of or damage to, Personal Information or Privileged Information, Security Breach response and remedy costs, credit monitoring expenses, forfeitures, losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, fines and penalties (including regulatory fines and penalties), costs or expenses of whatever kind, including attorneys' fees and costs, the cost of enforcing any right to indemnification or defense under this Exhibit C and the cost of pursuing any insurance providers, arising out of or resulting from any third party claim or action against any County Indemnitee in relation to the Contractor's, its officers, employees, or agents, or any Authorized Employee's or Authorized Person's, performance or failure to perform under this Exhibit C or

Exhibit C

arising out of or resulting from the Contractor's failure to comply with any of its obligations under this section 8. The provisions of this section 8 do not apply to the sole acts or omissions of the County. The provisions of this section 8 are cumulative to any other obligation of the Contractor to, defend, indemnify, or hold harmless any County Indemnitee under this Agreement. The provisions of this section 8 shall survive the termination of this Agreement.

9. **Survival.** The respective rights and obligations of the Contractor and the County as stated in this Exhibit C shall survive the termination of this Agreement.

10. **No Third Party Beneficiary.** Nothing express or implied in the provisions of in this Exhibit C is intended to confer, nor shall anything in this Exhibit C confer, upon any person other than the County or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

11. **No County Warranty.** The County does not make any warranty or representation whether any Personal Information or Privileged Information in the Contractor's (or any Authorized Person's) possession or control, or Use by the Contractor (or any Authorized Person), pursuant to the terms of this Agreement is or will be secure from unauthorized Use, or a Security Breach or Privacy Practices Complaint.



December 9, 2024

County of Fresno
P.O Box 11867
Fresno, CA 93775

RE:Kaweah Delta Health Care District General and Professional Liability
Insurance for County of Fresno - EMSA STEMI and Trauma Service

Kaweah Delta Health Care District is self-insured for both General and Professional Liability purposes. The self-insured program has been in place since 1977, reviewed annually by a licensed actuary and is audited annually by its financial auditors. The trust assets available are four million/six million limits of liability.

This coverage extends to the Fresno County EMSA - STEMI and Trauma service agreements.

We are assured that the financial resources devoted to the program continue to be more than sufficient for the District's liabilities and exposures.

Laree Irving

Laree Irving
Kaweah Health
Risk Management Department
400 W. Mineral King
Visalia, CA 93291
lirving@kaweahhealth.org