

1 AGREEMENT FOR PROVISION OF
2 POINT OF DISPENSING SITE SERVICES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND

6 «UC_NAME»

7 JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

8
9 THIS AGREEMENT entered into this 1st day of July, ~~2013~~2014, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 «UC_NAME», a California local government agency (CONTRACTOR). This Agreement shall be
12 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

13
14 **W I T N E S S E T H:**

15
16 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Point of
17 Dispensing Site services described herein to the residents of Orange County; and

18 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
19 conditions hereinafter set forth:

20 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, ~~2013~~2014 through June 30, ~~2014~~2015

Contractor Term:

POD Planning Services «PLANNING_START_DATE» through June 30, ~~2014~~2015

POD Exercise Services «EXERCISE_START_DATE» through June 30, ~~2014~~2015

Total Aggregate Maximum Obligation \$250,000

Basis for Reimbursement: Actual Cost

Payment Method: Actual Cost

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

County of Orange
Health Care Agency
Program Manager
Health Disaster Management Division
405 West 5th Street, Suite 310
Santa Ana, CA 92701

CONTRACTOR: «LC_NAME»
«CONTACT_NAME»
«ADDRESS»
«CITY_STATE_ZIP»

«CONTACT_EMAIL»

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I. ACRONYMS

The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout this Agreement:

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| 3 | | |
| 4 | A. ARRA | American Recovery and Reinvestment Act |
| 5 | B. ASRS | Alcohol and Drug Programs Reporting System |
| 6 | C. CCC | California Civil Code |
| 7 | D. CCR | California Code of Regulations |
| 8 | E. CEO | County Executive Office |
| 9 | F. CFR | Code of Federal Regulations |
| 10 | G. CHPP | COUNTY HIPAA Policies and Procedures |
| 11 | H. CHS | Correctional Health Services |
| 12 | I. COI | Certificate of Insurance |
| 13 | J. D/MC | Drug/Medi-Cal |
| 14 | K. DHCS | Department of Health Care Services |
| 15 | L. DPFS | Drug Program Fiscal Systems |
| 16 | M. DRS | Designated Record Set |
| 17 | N. ePHI | Electronic Protected Health Information |
| 18 | O. GAAP | Generally Accepted Accounting Principles |
| 19 | P. HCA | Health Care Agency |
| 20 | Q. HHS | Health and Human Services |
| 21 | R. HIPAA | Health Insurance Portability and Accountability Act of 1996, |
| 22 | | Public Law 104-191 |
| 23 | S. HSC | California Health and Safety Code |
| 24 | T. ISO | Insurance Services Office |
| 25 | U. MHP | Mental Health Plan |
| 26 | V. OCJS | Orange County Jail System |
| 27 | W. OCPD | Orange County Probation Department |
| 28 | X. OCR | Office for Civil Rights |
| 29 | Y. OCSD | Orange County Sheriff's Department |
| 30 | Z. OIG | Office of Inspector General |
| 31 | AA. OMB | Office of Management and Budget |
| 32 | AB. OPM | Federal Office of Personnel Management |
| 33 | AC. PA DSS | Payment Application Data Security Standard |
| 34 | AD. PC | State of California Penal Code |
| 35 | AE. PCI DSS | Payment Card Industry Data Security Standard |
| 36 | AF. PHI | Protected Health Information |
| 37 | AG. PII | Personally Identifiable Information |

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|---|--------------------|---|
| 1 | AH. PRA | Public Record Act |
| 2 | AI. SIR | Self-Insured Retention |
| 3 | AJ. The HITECH Act | The Health Information Technology for Economic and Clinical Health Act, |
| 4 | | Public Law 111-005 |
| 5 | AK. USC | United States Code |
| 6 | AL. WIC | State of California Welfare and Institutions Code |

II. ALTERATION OF TERMS

A. This Agreement, together with Exhibits A, B, C, and D attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement.

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Agreement, which has been formally approved and executed by both parties.

III. COMPLIANCE

A. ADMINISTRATOR has established a Compliance Program for the purpose of ensuring adherence to all rules and regulations related to federal and state health care programs.

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

2. CONTRACTOR has the option to adhere to HCA’s Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR’s Compliance Program and Code of Conduct have been verified to include all required elements by ADMINISTRATOR’s Compliance Officer as described in subparagraphs below.

3. If CONTRACTOR elects to adhere to HCA’s Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to

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1 meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and
2 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain
3 all required elements.

4 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
5 CONTRACTOR Compliance Program and Code of Conduct contains all required elements,
6 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
7 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

8 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
9 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
10 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
11 grounds for termination of this Agreement as to the non-complying party.

12 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening policies and
13 procedures and screen all Covered Individuals employed or retained to provide services related to this
14 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
15 Screening shall be conducted against the General Services Administration's Excluded Parties List
16 System or System for Award Management, the Health and Human Services/Office of Inspector General
17 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
18 List and/or any other as identified by the ADMINISTRATOR.

19 1. Covered Individuals includes all contractors, subcontractors, agents, and other persons who
20 provide health care items or services or who perform billing or coding functions on behalf of
21 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
22 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
23 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
24 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
25 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are
26 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
27 procedures.

28 2. An Ineligible Person shall be any individual or entity who:
29 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
30 federal and state health care programs; or
31 b. has been convicted of a criminal offense related to the provision of health care items or
32 services and has not been reinstated in the federal and state health care programs after a period of
33 exclusion, suspension, debarment, or ineligibility.

34 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
35 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
36 Agreement.

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1 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
2 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
3 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
4 State of California health programs and have not been excluded or debarred from participation in any
5 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
6 any Ineligible Person in their employ or under contract.

7 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
8 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
9 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
10 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
11 Ineligible Person.

12 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
13 federal and state funded health care services by contract with COUNTY in the event that they are
14 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
15 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
16 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
17 business operations related to this Agreement.

18 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
19 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
20 screened. Such individual or entity shall be immediately removed from participating in any activity
21 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or
22 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
23 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
24 overpayment is verified by the ADMINISTRATOR.

25 C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training
26 and Provider Compliance Training, where appropriate, available to Covered Individuals.

27 1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals;
28 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
29 representative to complete all Compliance Trainings when offered.

30 2. Such training will be made available to Covered Individuals within thirty (30) calendar
31 days of employment or engagement.

32 3. Such training will be made available to each Covered Individual annually.

33 4. Each Covered Individual attending training shall certify, in writing, attendance at
34 compliance training. CONTRACTOR shall retain the certifications. Upon written request by
35 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.

2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for payment or reimbursement of any kind.

3. CONTRACTOR shall bill only for those eligible services actually rendered which are also fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes which accurately describes the services provided and must ensure compliance with all billing and documentation requirements.

4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in coding of claims and billing, if and when, any such problems or errors are identified.

5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the overpayment is verified by the ADMINISTRATOR.

IV. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, as they now exist or may hereafter be amended or changed.

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and all information and records which may be obtained in the course of providing such services. This Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

V. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation. Any attempted assignment or delegation in derogation of this paragraph shall be void.

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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1 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
2 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
3 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
4 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
5 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
6 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

7 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
8 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
9 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
10 change in fifty percent (50%) or more of Board of Directors of CONTRACTOR at one time shall be
11 deemed an assignment pursuant to this paragraph. Any attempted assignment or delegation in
12 derogation of this subparagraph shall be void.

13 3. If CONTRACTOR is a governmental organization, any change to another structure,
14 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
15 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
16 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of
17 this subparagraph shall be void.

18 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
19 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
20 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
21 the effective date of the assignment.

22 5. Whether ~~WN1~~CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
23 CONTRACTOR shall provide written notification within thirty (30) calendar days to
24 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors of
25 CONTRACTOR at one time.

26 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
27 means of subcontracts, provided such subcontracts are approved in advance, in writing by
28 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
29 under subcontract, and include any provisions that ADMINISTRATOR may require.

30 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
31 subcontract upon five (5) calendar days written notice to CONTRACTOR if the subcontract
32 subsequently fails to meet the requirements of this Agreement or any provisions that
33 ADMINISTRATOR has required.

34 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
35 pursuant to this Agreement.

36 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR,
37 amounts claimed for subcontracts not approved in accordance with this paragraph.

1 4. This provision shall not be applicable to service agreements usually and customarily
2 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
3 services provided by consultants.

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5 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and
7 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,
8 and consultants performing work under this Agreement meet the citizenship or alien status requirement
9 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
10 subcontractors, and consultants performing work hereunder, all verification and other documentation of
11 employment eligibility status required by federal or state statutes and regulations including, but not
12 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
13 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
14 covered employees, subcontractors, and consultants for the period prescribed by the law.

15
16 **VII. EXPENDITURE AND REVENUE REPORT**

17 A. No later than sixty (60) calendar days following termination of this Agreement,
18 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure
19 and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in
20 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

21 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
22 throughout the term of this Agreement.

23
24 **VIII. FACILITIES, PAYMENTS AND SERVICES**

25 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
26 Exhibits A, B, C, and D to this Agreement. COUNTY shall compensate, and authorize, when
27 applicable, said services. CONTRACTOR shall operate continuously throughout the term of this
28 Agreement with at least the minimum number and type of staff which meet applicable federal and state
29 requirements, and which are necessary for the provision of the services hereunder.

30
31 **IX. INDEMNIFICATION AND INSURANCE**

32 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
33 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
34 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
35 (COUNTY INDEMNITEES) harmless from any claims, demands or liability of any kind or nature,
36 including but not limited to personal injury or property damage, arising from or related to the services,
37 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is

1 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
 2 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
 3 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
 4 a jury apportionment.

5 B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees,
 6 agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including
 7 defense costs, or liability of any kind or nature, including but not limited to personal injury or property
 8 damage, arising from or related to the services, products or other performance provided by COUNTY
 9 pursuant to this Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court
 10 of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY
 11 and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party
 12 shall request a jury apportionment.

13 C. Each party agrees to provide the indemnifying party with written notification of any claim
 14 related to services provided by either party pursuant to this Agreement within thirty (30) calendar days
 15 of notice thereof, and in the event the indemnifying party is subsequently named party to the litigation,
 16 each party shall cooperate with the indemnifying party in its defense.

17 D. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all
 18 required insurance, ~~or maintain a program of self-insurance~~ at CONTRACTOR's expense and to submit
 19 to COUNTY the COI, including all endorsements required herein, necessary to satisfy COUNTY that
 20 the insurance provisions of this Agreement have been complied with and to maintain such insurance
 21 coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors
 22 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance
 23 subject to the same terms and conditions as set forth herein for CONTRACTOR.

24 E. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 25 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
 26 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 27 CEO/Office of Risk Management.

28 F. If CONTRATOR fails to maintain ~~insurance, or self-~~insurance acceptable to COUNTY for the
 29 full term of this Agreement, COUNTY may terminate this Agreement.

30 G. QUALIFIED INSURER

31 1. The policy or policies of insurance must be issued by an insurer licensed to do business in
 32 the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M.
 33 Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's
 34 Key Rating Guide/Property-Casualty/United States or ~~ambest.com~~);

35 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
 36 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
 37 reject a carrier after a review of the company's performance and financial ratings.

H. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|--|---|
| Commercial General Liability \$2,000,000 aggregate | — \$1,000,000 per occurrence |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | — \$1,000,000 per occurrence |
| Workers' Compensation | — Statutory |
| Employers' Liability Insurance | — \$1,000,000 per occurrence |
| Professional Liability Insurance | — \$1,000,000 per claims made or per occurrence |
| Sexual Misconduct Liability— | \$1,000,000 per occurrence |

I. REQUIRED COVERAGE FORMS

1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a substitute form providing liability coverage at least as broad.
2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA ~~00 12~~0012, CA 00 20, or a substitute form providing coverage at least as broad.

J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the CONTRACTOR’s insurance

1 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
2 non-contributing.

3 K. All insurance policies required by this Agreement shall waive all rights of subrogation against
4 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
5 officers, agents and employees when acting within the scope of their appointment or employment.

6 L. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
7 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
8 elected and appointed officials, officers, agents and employees.

9 M. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar days
10 notice in the event of cancellation and ten (10) calendar days notice for non-payment of premium. This
11 shall be evidenced by policy provisions or an endorsement separate from the COI.

12 N. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR
13 shall agree to maintain professional liability coverage for two years following completion of Agreement.

14 O. The Commercial General Liability policy shall contain a severability of interests clause also
15 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

16 P. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
17 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
18 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
19 adequately protect COUNTY.

20 Q. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
21 CONTRACTOR does not deposit copies of acceptable COI's and endorsements with COUNTY
22 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
23 may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
24 remedies.

25 R. The procuring of such required policy or policies of insurance shall not be construed to limit
26 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of
27 this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

28 S. SUBMISSION OF INSURANCE DOCUMENTS

29 1. The COI and endorsements shall be provided to COUNTY as follows:

30 a. Prior to the start date of this Agreement.

31 b. No later than the expiration date for each policy.

32 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
33 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

34 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
35 in the Referenced Contract Provisions of this Agreement.

36 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
37 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall

1 have sole discretion to impose one or both of the following:

2 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
3 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
4 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
5 submitted to ADMINISTRATOR.

6 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
7 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
8 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
9 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

10 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
11 CONTRACTOR's monthly invoice.

12 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
13 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
14 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

15
16 **X. INSPECTIONS AND AUDITS**

17 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
18 of the State of California, the Secretary of the United States Department of Health and Human Services,
19 the Comptroller General of the United States, or any other of their authorized representatives, shall have
20 access to any books, documents, and records, including but not limited to, financial statements, general
21 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
22 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
23 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
24 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
25 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
26 premises in which they are provided.

27 B. CONTRACTOR shall actively participate and cooperate with any person specified in
28 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
29 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
30 evaluation or monitoring.

31 **C. AUDIT RESPONSE**

32 1. Following an audit report, in the event of non-compliance with applicable laws and
33 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement
34 as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
35 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
36 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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2 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
3 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
4 funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
5 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
6 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
7 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
8 reimbursement due COUNTY.

9 D. CONTRACTOR shall ~~employ~~retain a licensed certified public accountant, who will prepare and
10 file with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures
11 as may be required during the term of this Agreement.

12 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
13 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
14 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
15 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

16
17 **XI. LICENSES AND LAWS**

18 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
19 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
20 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
21 required by the laws, regulations and requirements of the United States, the State of California,
22 COUNTY, and all other applicable governmental agencies.

23 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

24 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
25 of the award of this Agreement:

26 a. In the case of an individual contractor, his/her name, date of birth, social security
27 number, and residence address;

28 b. In the case of a contractor doing business in a form other than as an individual, the
29 name, date of birth, social security number, and residence address of each individual who owns an
30 interest of ten percent (10%) or more in the contracting entity;

31 c. A certification that CONTRACTOR has fully complied with all applicable federal and
32 state reporting requirements regarding its employees;

33 d. A certification that CONTRACTOR has fully complied with all lawfully served Wage
34 and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

35 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
36 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
37 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings

1 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
2 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
3 grounds for termination of this Agreement.

4 3. It is expressly understood that this data will be transmitted to governmental agencies
5 charged with the establishment and enforcement of child support orders, or as permitted by federal
6 and/or state statute.

7
8 **XII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

9 A. Any written information or literature, including educational or promotional materials,
10 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
11 to this Agreement must be approved at least thirty (30) days in advance and in writing by
12 ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written
13 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
14 and electronic media such as the Internet.

15 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
16 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
17 Agreement must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

18 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
19 available social media sites) in support of the services described within this Agreement,
20 CONTRACTOR shall develop social media policies and procedures and have them available to
21 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
22 forms of social media used to either directly or indirectly support the services described within this
23 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
24 they pertain to any social media developed in support of the services described within this Agreement.
25 CONTRACTOR shall also include any required funding statement information on social media when
26 required by ADMINISTRATOR.

27 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
28 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

29
30 **XIII. MAXIMUM OBLIGATION**

31 ¶ The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
32 agreements for Point of Dispensing Site Services is as specified in the Referenced Contract Provisions
33 of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to
34 which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that
35 reimbursement to CONTRACTOR will be only a fraction of this Aggregate Maximum Obligation.

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XIV. NONDISCRIMINATION

A. EMPLOYMENT

4 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
5 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
6 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
7 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during
8 the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
9 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
10 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,
11 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
12 mental disability.

13 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
14 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
15 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
16 for training, including apprenticeship.

17 3. CONTRACTOR shall not discriminate between employees with spouses and employees
18 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
19 the provision of benefits.

20 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
21 employment, notices from ADMINISTRATOR and/or the United States Equal Employment
22 Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

23 5. All solicitations or advertisements for employees placed by or on behalf of
24 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
25 for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex,
26 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
27 mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

28 6. Each labor union or representative of workers with which CONTRACTOR and/or
29 subcontractor has a collective bargaining agreement or other contract or understanding must post a
30 notice advising the labor union or workers' representative of the commitments under this
31 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places available to
32 employees and applicants for employment.

33 **B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not**
34 **discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities**
35 **on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,**
36 **national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability**
37 **in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -**

1 | §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
2 | (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
3 | Regulations,) as applicable, and all other pertinent rules and regulations promulgated pursuant thereto,
4 | and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
5 | changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
6 | limited to the following based on one or more of the factors identified above:

7 | 1. Denying a client or potential client any service, benefit, or accommodation.

8 | 2. Providing any service or benefit to a client which is different or is provided in a different
9 | manner or at a different time from that provided to other clients.

10 | 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
11 | others receiving any service or benefit.

12 | 4. Treating a client differently from others in satisfying any admission requirement or
13 | condition, or eligibility requirement or condition, which individuals must meet in order to be provided
14 | any service or benefit.

15 | 5. Assignment of times or places for the provision of services.

16 | C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients
17 | through a written statement that CONTRACTOR and/or subcontractor’s clients may file all complaints
18 | alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
19 | ADMINISTRATOR.

20 | 1. Whenever possible, problems shall be resolved informally and at the point of service.
21 | CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
22 | resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
23 | CONTRACTOR either orally or in writing.

24 | 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
25 | to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

26 | D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
27 | with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
28 | implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101
29 | et seq.),as applicable, pertaining to the prohibition of discrimination against qualified persons with
30 | disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
31 | seq., as they exist now or may be hereafter amended together with succeeding legislation.

32 | E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
33 | intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
34 | secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
35 | otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
36 | enforce rights secured by federal or state law.

37 | //

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2 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
3 state law, this Agreement may be canceled, terminated or suspended in whole or in part and
4 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,
5 state or county funds.

6
7 **XV. NOTICES**

8 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
9 authorized or required by this Agreement shall be effective:

10 1. When written and deposited in the United States mail, first class postage prepaid and
11 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
12 by ADMINISTRATOR;

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

15 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
16 Service, or other expedited delivery service.

17 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
18 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
19 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
20 Parcel Service, or other expedited delivery service.

21 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
22 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
23 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or
24 damage to any COUNTY property in possession of CONTRACTOR.

25 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
26 ADMINISTRATOR.

27
28 **XVI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

29 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
30 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
31 clients or occur in the normal course of business.

32 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
33 of any applicable public event or meeting. The notification must include the date, time, duration,
34 location and purpose of public event or meeting. Any promotional materials or event related flyers must
35 be approved by ADMINISTRATOR prior to distribution.

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2 **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

3 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
4 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in
5 accordance with this Agreement and all applicable requirements.

6 B. CONTRACTOR shall implement and maintain administrative, technical and physical
7 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of
8 PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall
9 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in
10 violation of federal or state regulations and/or COUNTY policies.

11 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
12 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish
13 and implement written record management procedures.

14 D. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
15 expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

16 ~~E~~. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
17 preparation, and confidentiality of records related to participant, client and/or patient records are met at
18 all times.

19 ~~D~~. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
20 commencement of the contract, unless a longer period is required due to legal proceedings such as
21 litigations and/or settlement of claims.

22 ~~E~~. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
23 billings, and revenues available at one (1) location within the limits of the County of Orange.

24 ~~F~~ H. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires
25 that clients, participants and/or patients be provided the right to access or receive a copy of their DRS
26 and/or request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
27 maintained by or for a covered entity that is:

28 1. The medical records and billing records about individuals maintained by or for a covered
29 health care provider;

30 2. The enrollment, payment, claims adjudication, and case or medical management record
31 systems maintained by or for a health plan; or

32 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

33 I. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
34 accordance with the terms of this Agreement and common business practices. If documentation is
35 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

36 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit
37 or site visit.

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2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

L. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7) years following discharge of the participant, client and/or patient, with the exception of non-emancipated minors for whom records must be kept for at least one (1) year after such minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

~~GN~~. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

~~HO~~. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA request.

XVIII. RESEARCH AND PUBLICATION

CONTRACTOR shall not utilize information and data received from COUNTY or developed as a result of this Agreement for the purpose of personal publication.

XIX. RIGHT TO WORK AND MINIMUM WAGE LAWS

A. In accordance with the United States Immigration Reform and Control Act of 1986, CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

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3 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
4 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
5 federal or California Minimum Wage to all its employees that directly or indirectly provide services
6 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that
7 all its contractors or other persons providing services pursuant to this Agreement on behalf of
8 CONTRACTOR- also pay their employees no less than the greater of the federal or California Minimum
9 Wage.

10 C. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
11 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
12 pursuant to providing services pursuant to this Agreement.

13 D. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
14 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
15 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
16 State of California (§§1770, et seq.), as it exists or may hereafter be amended.

17
18 **XX. SEVERABILITY**

19 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
20 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
21 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
22 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
23 in full force and effect, and to that extent the provisions of this Agreement are severable.

24
25 **XXI. SPECIAL PROVISIONS**

26 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
27 purposes:

- 28 1. Making cash payments to intended recipients of services through this Agreement.
- 29 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
30 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
31 use of appropriated funds to influence certain federal contracting and financial transactions).
- 32 3. Fundraising.
- 33 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
34 CONTRACTOR's staff, volunteers, or members of the Board of Directors.
- 35 5. Reimbursement of CONTRACTOR's members of the Board of Directors for expenses or
36 services.
- 37 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,

1 subcontractors, and members of the Board of Directors or its designee or authorized agent, or making
2 salary advances or giving bonuses to CONTRACTOR's staff.

3 7. Paying an individual salary or compensation for services at a rate in excess of the current
4 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
5 Schedule may be found at www.opm.gov.

6 8. Severance pay for separating employees.

7 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
8 codes and obtaining all necessary building permits for any associated construction.

9 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
10 shall not use the funds provided by means of this Agreement for the following purposes:

11 1. Funding travel or training (excluding mileage or parking).

12 2. Making phone calls outside of the local area unless documented to be directly for the
13 purpose of client care.

14 3. Payment for grant writing, consultants, certified public accounting, or legal services.

15 4. Purchase of artwork or other items that are for decorative purposes and do not directly
16 contribute to the quality of services to be provided pursuant to this Agreement.

17
18 **XXII. STATUS OF CONTRACTOR**

19 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
20 wholly responsible for the manner in which it performs the services required of it by the terms of this
21 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
22 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
23 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
24 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
25 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
26 subcontractors as they relate to the services to be provided during the course and scope of their
27 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
28 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
29 to be COUNTY's employees.

30
31 **XXIII. TERM**

32 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
33 term of this Agreement applies. ~~The term of this Agreement shall commence and~~ This specific
34 Agreement shall commence as specified in the Reference Contract Provisions of this Agreement or the
35 execution date, whichever is later. This specific Agreement shall terminate as specified in the
36 Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in
37 this Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would

1 normally extend beyond this term, including but not limited to, obligations with respect to
2 confidentiality, indemnification, audits, reporting and accounting.

3 B. Any administrative duty or obligation to be performed pursuant to this Agreement on a
4 weekend or holiday may be performed on the next regular business day.

5
6 **XXIV. TERMINATION**

7 A. Either party may terminate this Agreement, without cause, upon thirty (30~~7~~) calendar days
8 written notice given the other party.

9 B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
10 five (5) calendar days written notice if CONTRACTOR fails to perform any of the terms of this
11 Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty
12 (30) calendar days for corrective action.

13 C. COUNTY may terminate this Agreement immediately, upon written notice, on the occurrence
14 of any of the following events:

- 15 1. The loss by CONTRACTOR of legal capacity.
- 16 2. Cessation of services.
- 17 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
18 another entity without the prior written consent of COUNTY.
- 19 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
20 required pursuant to this Agreement.
- 21 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
22 this Agreement.
- 23 6. The continued incapacity of any physician or licensed person to perform duties required
24 pursuant to this Agreement.
- 25 7. Unethical conduct or malpractice by any physician or licensed person providing services
26 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
27 removes such physician or licensed person from serving persons treated or assisted pursuant to this
28 Agreement.

29 **D. CONTINGENT FUNDING**

- 30 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 31 a. The continued availability of federal, state and county funds for reimbursement of
32 COUNTY's expenditures, and
 - 33 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
34 approved by the Board of Supervisors.
- 35 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
36 terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given
37 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated

1 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

2 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
3 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
4 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
5 term of the Agreement.

6 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
7 above, CONTRACTOR shall do the following:

8 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
9 is consistent with recognized standards of quality care and prudent business practice.

10 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
11 performance during the remaining contract term.

12 3. Until the date of termination, continue to provide the same level of service required by this
13 Agreement.

14 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
15 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
16 orderly transfer.

17 5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with
18 client's best interests.

19 6. If records are to be transferred to COUNTY, pack and label such records in accordance
20 with directions provided by ADMINISTRATOR.

21 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
22 supplies purchased with funds provided by COUNTY.

23 8. To the extent services are terminated, cancel outstanding commitments covering the
24 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
25 commitments which relate to personal services. With respect to these canceled commitments,
26 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
27 arising out of such cancellation of commitment which shall be subject to written approval of
28 ADMINISTRATOR.

29 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
30 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

31
32 **XXV. THIRD PARTY BENEFICIARY**

33 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
34 including, but not limited to, any subcontractors or any clients provided services pursuant to this
35 Agreement.

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XXVI. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 «UC_NAME»

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
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11 BY: _____ DATED: _____

12
13 TITLE: _____

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18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY: _____ DATED: _____

32 DEPUTY

33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

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EXHIBIT A
TO AGREEMENT FOR PROVISION OF
POINT OF DISPENSING SITE SERVICES

«UC_NAME»

JULY 1, 2013 2014 THROUGH JUNE 30, 2014 2015

I. POD SERVICES

CONTRACTOR agrees to provide the following Point of Dispensing Site Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2013 2014 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

POD Planning Services
as specified in Exhibit C

«POD_PLANNING»

POD Exercise Services
as specified in Exhibit D

«POD_EXERCISE»

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
POINT OF DISPENSING SITE SERVICES

«UC_NAME»

JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

I. DEFINITIONS

A. Emergency Operations Center (EOC) means any city, county and/or agency center designed to coordinate and manage city, county, and/or agency response activities.

B. EOC Exercise means an event designed to test and evaluate the coordination, management, and communication of the Health EOC and the City’s EOC using the guidelines set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

C. Field Operations Guide (FOG) means a field response document designed to serve as a response guidance document to be utilized in the event of POD activation by a core group of POD site plan subject matter experts who may fill a supervisory role during a POD response or exercise.

D. Health Emergency means a situation where a potential threat to the health of the community from a disease agent (i.e. Anthrax, Smallpox, Influenza, etc.) requires medication, medical supplies, and/or equipment to be dispensed in mass quantity. Designation of a situation as a Health Emergency requires an emergency declaration by the County Executive Officer and the Public Health Officer.

E. Incident Management Personnel means any sworn Fire Agency, Paramedic, or Emergency Medical Technician employed by any city or county agency contracted with CONTRACTOR.

F. Local Distribution Center (LDC) means a pre-identified Health Care Agency location that serves as the primary distribution point where medications, medical supplies, and/or equipment that is set to be dispensed in mass quantity will be delivered to and then distributed to response locations for dispensing.

G. LDC Exercise means an event designed to test and evaluate the delivery of medication, medical supplies, and/or equipment to a POD Site using the guidelines set forth by HSEEP requirements.

H. Local Emergency Management Personnel means the designated city emergency preparedness planner, and staff, that are employed by any city or county agency contracted with CONTRACTOR.

I. POD means Point of Dispensing.

J. POD Exercise means an event designed to test and evaluate the POD Site Plan using the guidelines set forth by HSEEP requirements.

K. POD Site means any pre-identified location within a city and/or agency designed to provide public citizens with medications, supplies, equipment, and/or other resources in the event of a Health Emergency.

L. POD Site Plan means developing a plan to identify POD Sites within a city boundary in response to a Health Emergency or to conduct POD Exercise.

1 M. Public Safety Personnel means any sworn Law Enforcement personnel or non-sworn public
2 safety personnel that are employed by any city or county agency contracted with CONTRACTOR.

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4 **II. PAYMENTS**

5 A. BASIS FOR REIMBURSEMENT – CONTRACTOR shall be compensated for services
6 provided pursuant to the Agreement. COUNTY shall pay CONTRACTOR monthly in arrears at the
7 following rates or payment of reimbursement; provided, however, the total of monthly payments to all
8 CONTRACTORS shall not exceed the Aggregate Maximum Obligation set forth in the Referenced
9 Contract Provisions of the Agreement and costs are reimbursable pursuant to COUNTY, state, and
10 federal regulations.

11 B. RATES FOR POD PLANNING SERVICES – COUNTY shall pay CONTRACTOR, in arrears,
12 for CONTRACTOR’s personnel costs associated with developing each POD Site Plan.
13 CONTRACTOR shall be reimbursed for the actual cost of providing said services hereunder, not to
14 exceed «PLAN_AMOUNT» per POD Site Plan.

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16 **POD Planning Services**

Reimbursement Rate

- | | | |
|----|---|---|
| 17 | 1. POD Site Identification and Assessment | \$100 maximum per completed POD Site form |
| 18 | | |
| 19 | 2. Online POD Training | \$150 maximum per Training completed |
| 20 | | |
| 21 | 3. POD Workshop | \$500 maximum per Workshop attended |
| 22 | | |
| 23 | 4. FOG Workshop | \$1,000 maximum per Workshop attended |
| 24 | | |
| 25 | 5. Draft POD Incident Action Plan | \$250 maximum per POD Incident Action Plan |
| 26 | | |
| 27 | 6. Final POD Site Plan | \$1,000 maximum per each completed POD Site Plan |

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1 C. PAYMENT FOR POD EXERCISE SERVICES – COUNTY shall pay CONTRACTOR, in
 2 arrears, for providing local emergency management, public safety, and incident management personnel
 3 in connection with Health Emergencies or POD Exercises at CONTRACTOR’s POD site.
 4 CONTRACTOR shall be reimbursed for the actual cost of providing said services hereunder, not to
 5 exceed «EXERCISE_AMOUNT» per site for seasonal mass vaccination exercises. List below are staff
 6 positions that are eligible for reimbursement by COUNTY for a POD Exercise:

- 7
- 8 1. City Emergency Management/Planner
- 9 2. City Emergency Management/Planning staff
- 10 3. Police Chief
- 11 4. Police Captain
- 12 5. Police Lieutenant
- 13 6. Police Sergeant
- 14 7. Police Deputy
- 15 8. Police Officer
- 16 9. Fire Chief
- 17 10. Division Chief
- 18 11. Battalion Chief
- 19 12. Fire Captain
- 20 13. Firefighter
- 21 14. Paramedic
- 22 15. Emergency Medical Technician
- 23 16. Non-sworn Law Enforcement and City Public Safety Personnel
- 24 17. Local Emergency Management Personnel
- 25 18. Incident Management Personnel
- 26 19. Emergency Operations Center Personnel
- 27 20. City Public Works Personnel
- 28

29 ADMINISTRATOR may, at its sole discretion, revise the list of eligible positions identified above
 30 and shall notify CONTRACTOR in writing of any changes.

31 D. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment
 32 maximums identified in Subparagraph II.B. of this Exhibit B to the Agreement for POD Planning
 33 Services, at a rate proportional to the attendance of the required personnel, identified in Paragraph II. of
 34 Exhibit C to the Agreement.

35 E. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment
 36 maximums identified in Subparagraph II.C of this Exhibit B to the Agreement for POD Exercise
 37 Services for providing local emergency management, public safety, and incident management personnel

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in connection with Health Emergencies or POD, EOC, or LDC exercises at CONTRACTOR’s POD site as identified in Paragraph II of Exhibit D to the Agreement.

F. Payment Maximum for Subparagraphs II.B. and II.C. of this Exhibit B to the Agreement, if amended, shall not exceed COUNTY’s Total Aggregate Maximum Obligation identified in the Referenced Contract Provisions of the Agreement.

G. CONTRACTOR’s invoices shall be on forms approved or supplied by ADMINISTRATOR and include other information as required by ADMINISTRATOR. Invoices shall be submitted by the tenth (10th) working day of the month following the provision of services, and payments to CONTRACTOR shall be released by COUNTY no later than the tenth (10th) calendar day of the succeeding month.

H. CONTRACTOR’s billing shall identify each service as a Planning or Exercise Service. CONTRACTOR’s billings shall include any additional information as is required by ADMINISTRATOR.

I. All costs billed to COUNTY shall be supported, at CONTRACTOR’s facility, by source documentation including, but are not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

J. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of the Agreement.

K. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of the Agreement, except as may otherwise be provided under the Agreement.

EXHIBIT C
TO AGREEMENT FOR PROVISION OF
POINT OF DISPENSING SITE SERVICES

~~CITY OF BUENA PARK~~

«UC_NAME»

JULY 1, ~~2013~~2014 THROUGH JUNE 30, ~~2014~~2015

I. POD PLANNING SERVICES

If CONTRACTOR has agreed to provide POD Planning Services as specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with Paragraph II. below.

II. SERVICES TO BE PROVIDED

A. CONTRACTOR agrees to assist COUNTY in planning for and responding to a Health Emergency or Exercise by identifying POD Site locations within CONTRACTOR’S boundaries and developing individual POD Site Plan(s). CONTRACTOR shall ensure ADMINISTRATOR approves each POD Site location. ADMINISTRATOR and CONTRACTOR may, upon written mutual consent, agree to revise POD Site locations as necessary. Development of the POD Site Plan shall be prepared by CONTRACTOR personnel and the plan shall require:

1. A POD Site Identification and Assessment utilizing HCA POD site assessment form; POD workshop attendance – where site maps, staff identification, resource identification, and incident action plan will be developed.

2. POD workshop attendance - planning session designed to identify and develop a core group of POD site plan subject matter experts. Required participants for this training include:

- a. One (1) City Emergency Manger;
- b. One (1) City Fire Representative;
- c. Two (2) City Law Enforcement Representatives with one of those a traffic control officer; and
- d. One (1) Site Representative.

3. Field Operations Guide (FOG) workshop attendance – planning session designed to identify and develop a core group of POD site plan subject matter experts. Required participants for this training include the following persons/functions (e.g. Fire Captain, Police Sergeant, etc.) identified within POD organization chart to fill the following positions:

- a. Two (2) Unified Command staff;
- b. Two (2) Section Chiefs;
- c. Three (3) Security Branch Staff;
- d. Five (5) Clinic Branch Staff (i.e. check-in, line monitors, etc.);

- e. Four (4) Supply Unit Staff;
- f. Two (2) Communications Unit Staff;
- g. One (1) Planning Section Staff;
- h. Two (2) Registration Staff;
- i. One (1) Safety Officer;
- j. Four (4) Support/Volunteer Staff; and
- k. One (1) Facility/site representative.

4. Online POD planning modules designed to educate and develop a secondary group of POD site plan subject matter experts.

5. Development and submission of a draft POD site Incident Action Plan (IAP), which must be approved by COUNTY that includes, but is not limited to the following Incident Command System (ICS) and HCA forms:

- a. SITE MAPS AND MAPPING NOTES
- b. SITE EQUIPMENT LIST
- c. ICS 202 – INCIDENT OBJECTIVES
- d. ICS 203 – ORGANIZATIONAL ASSIGNMENT LIST
- e. SITE SECURITY PLAN
- f. ICS 204 – DIVISION ASSIGNMENT LIST
- g. ICS 205 – COMMUNICATIONS PLAN
- h. ICS 206 – MEDICAL PLAN
- i. POD ORGANIZATIONAL CHART
- j. ICS 215A – SITE SAFETY MESSAGE AND ANALYSIS
- k. ICS 221 – DEMOBILIZATION CHECKOUT

6. Development and submission of a Final POD site Incident Action Plan (IAP), which meets the requirements set forth by the COUNTY and has been approved by COUNTY that includes, but is not limited to, the following Incident Command System (ICS) and HCA forms.

B. TIMELINES

1. CONTRACTOR shall submit POD Site location(s) for ADMINISTRATOR approval by December 15, ~~2013~~2014.

2. CONTRACTOR shall submit the HCA POD Site Assessment form by December 30, ~~2013~~2014.

3. CONTRACTOR shall provide staff to attend a POD Workshop by March 31, ~~2014~~2015.

4. CONTRACTOR shall provide staff to attend a FOG Workshop by April 30, ~~2014~~2015.

5. CONTRACTOR shall ensure a minimum of twenty (20) pertinent staff attend online training by May 31, ~~2014~~2015.

6. CONTRACTOR shall submit a draft POD Site Plan to ADMINISTRATOR for each location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 1, ~~2014~~2015.

1 7. CONTRACTOR shall submit a final HCA approved POD Site Plan to ADMINISTRATOR
2 for each location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 15,
3 ~~2014~~2015.

4 C. CONTRACTOR shall develop «POD_PLANS» POD Site Plans.

5 D. LOAN EQUIPMENT

6 1. CONTRACTOR agrees to sign the POD Equipment Agreement.

7 2. COUNTY shall loan to CONTRACTOR the POD Equipment after the POD Equipment
8 Agreement is fully executed between the COUNTY and CONTRACTOR. Title of the items in the POD
9 Equipment shall remain vested in the COUNTY and the POD Equipment shall be deemed “Loaned
10 Equipment” while in the possession of the CONTRACTOR.

11 3. CONTRACTOR agrees to the transportation, presence, and storage of the Loaned
12 Equipment at designated POD Site(s) or location of CONTRACTOR’s choosing with
13 ADMINISTRATOR’s written approval.

14 4. CONTRACTOR agrees to repay all POD Site Plans funds to the COUNTY if the POD
15 Equipment Agreement is not fully executed within one hundred twenty (120) days after the completion
16 of the POD Site Plans.

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EXHIBIT D
TO AGREEMENT FOR PROVISION OF
POINT OF DISPENSING SITE SERVICES

«UC_NAME»

JULY 1, 2013 2014 THROUGH JUNE 30, 2014 2015

I. POD EXERCISE SERVICES

If CONTRACTOR has agreed to provide POD Exercise Services as specified in Exhibit A to the Agreement, CONTRACTOR shall provide said services in accordance with Paragraph II. below.

II. SERVICES TO BE PROVIDED

CONTRACTOR agrees to assist COUNTY in planning for and responding to a Health Emergency or POD Exercise operations by providing local emergency management and public safety representatives, including non-sworn police officers, logistical support, and public works support for initiating POD sites to conduct POD Exercise operations. Participating Cities and POD Exercise operations locations may be amended, in writing, by mutual consent of CONTRACTOR and ADMINISTRATOR. Initiating this POD Exercise operation is designed to test the COUNTY’s mass dispensing and vaccination capabilities as well as CONTRACTOR’s public emergency management, security and safety personnel response. CONTRACTOR shall provide city, emergency operations center, fire, emergency medical services, and additional public safety personnel for the following components, including, but are not limited to:

A. Participation in the health EOC Exercise to include representation of local emergency operations center staff in the overall exercise management and coordination.

B. Participation in the LDC Exercise to include representation of local law enforcement agency staff in the overall exercise management.

C. Participation in the POD Exercise to include:

1. Representation of local emergency management, public safety, and incident management personnel in exercise planning activities to include:

- a. Initial Planning Conference (IPC);
- b. Midterm Planning Conference (MPC);
- c. Final Planning Conference (FPC); and
- d. Interactive POD Training (IPT) overall exercise management.

2. Representation of local emergency management, public safety, and incident management personnel overall exercise management.

3. Overall law enforcement operations management.

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- 1 4. Oversee all security operational functions, including, but are not limited to the following
- 2 site areas:
- 3 a. Staffing and Break Areas;
- 4 b. Site Perimeter Security;
- 5 c. Command Post Security;
- 6 d. Traffic and Crowd Control Security;
- 7 e. Internal Clinic Area Security;
- 8 f. Medication Storage Security; and
- 9 g. Parking Security.
- 10 5. Representation of local emergency management personnel and fire personnel in overall
- 11 exercise incident management activities.
- 12 6. Representation of onsite paramedics for the exercise.
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