

1                                   AGREEMENT FOR PROVISION OF  
2                                   POINT OF DISPENSING SITE PLANNING SERVICES  
3                                   BETWEEN  
4                                   COUNTY OF ORANGE  
5                                   AND  
6                                   «~~NAME1~~ UC\_Name»

7  
8                                   JULY 1, ~~2010~~ 2011 THROUGH JUNE 30, ~~2011~~ 2012

9  
10           THIS AGREEMENT entered into this 1st day of July, ~~2010~~ 2011, which date is enumerated for  
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «~~NAME1~~  
12 UC\_Name», a California local government agency (CONTRACTOR). This Agreement shall be  
13 administered by the County of Orange Health Care Agency (ADMINISTRATOR).

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

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

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

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

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18 //  
19 //

**REFERENCED CONTRACT PROVISIONS**

1  
2 **Term:** July 1, ~~2010~~2011 through June 30, ~~2011~~2012

3  
4 **Total Aggregate Maximum Obligation** ~~—\$646~~ \$70,000

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7 **Basis for Reimbursement:** \_\_\_\_\_ Actual Cost and Fee for Service

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9 **Payment Method:** \_\_\_\_\_ Actual Cost and Fee for Service

**Notices to COUNTY and CONTRACTOR:**

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12  
13 **COUNTY:** County of Orange  
14 Health Care Agency  
15 Contract Development and Management  
16 405 West 5th Street, Suite 600  
17 Santa Ana, CA 92701-4637

18 County of Orange  
19 Health Care Agency  
20 Program Manager  
21 Health Disaster Management Division  
22 405 West 5th Street, Suite 310  
23 Santa Ana, CA 92701

24 **CONTRACTOR:** ~~«NAME2»~~«LC Name»  
25 ~~«ATTENTION~~ Contact Name»  
26 ~~«ADDRESS~~ Address»  
27 ~~«CONTRACTORSTATEZIP»~~«CityStateZip»

**CONTRACTOR's Insurance Coverages:**

<u>Coverage</u>	<u>Minimum Limits</u>
<del>Comprehensive Commercial</del> General Liability <del>with</del> <del>—broad form Property damage and</del> <del>—contractual liability</del> _____	\$1,000,000 <del>combined single limit</del> per occurrence \$2,000,000 aggregate
Automobile Liability, including coverage <u>occurrence</u> for owned, non-owned and hired vehicles _____	\$1,000,000 <del>combined — single — limit</del> <u>per</u> <del>per occurrence</del>

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Workers' Compensation

Statutory

Employer's Liability Insurance

\$1,000,000 per occurrence

## I. ALTERATION OF TERMS

This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully expresses all understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Agreement, and shall constitute the total Agreement between the parties for these purposes. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in writing and formally approved and executed by both parties.

## II. COMPLIANCE

A. COMPLIANCE PROGRAM - 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 ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of ADMINISTRATOR's Compliance Program and related policies and procedures.

3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Compliance Program or establish its own, provided CONTRACTOR's Compliance Program has been approved by ADMINISTRATOR's Compliance Officer as described in subparagraphs A.4., A.5., A.6., and A.7. below.

4. If CONTRACTOR elects to have its own Compliance Program then it shall submit a copy of its Compliance Program and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program.

6. Upon approval of CONTRACTOR's Compliance Program by ADMINISTRATOR's Compliance Officer, CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this Agreement are made aware of CONTRACTOR's Compliance Program and related policies and procedures.

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

~~B. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence~~

1 ~~by ADMINISTRATOR's employees and contract providers.~~

2 #

3 ~~**B. SANCTION SCREENING** 1. ADMINISTRATOR shall ensure that~~  
4 ~~CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.~~

5 ~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and~~  
6 ~~members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~  
7 ~~relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.~~

8 ~~3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or~~  
9 ~~establish its own.~~

10 ~~4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of~~  
11 ~~its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this~~  
12 ~~Agreement.~~

13 ~~5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of~~  
14 ~~Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be~~  
15 ~~asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.~~

16 ~~6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,~~  
17 ~~CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of~~  
18 ~~Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this~~  
19 ~~Agreement are made aware of CONTRACTOR's Code of Conduct.~~

20 ~~7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then~~  
21 ~~CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that~~  
22 ~~CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.~~

23 ~~8. Failure of CONTRACTOR to timely submit the acknowledgement of~~  
24 ~~ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure~~  
25 ~~to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall~~  
26 ~~constitute grounds for termination of this Agreement as to the non-complying party.~~

27 ~~**C. COVERED INDIVIDUALS**~~ - CONTRACTOR shall screen all Covered Individuals employed  
28 or retained to provide services related to this Agreement to ensure that they are not designated as  
29 "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services  
30 Administration's List of Parties Excluded from Federal Programs and the Health and Human  
31 Services/Office of Inspector General List of Excluded Individuals/Entities.

32 1. Ineligible Person shall be any individual or entity who:

33 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the  
34 federal health care programs; or

35 b. has been convicted of a criminal offense related to the provision of health care items or  
36 services and has not been reinstated in the federal health care programs after a period of exclusion,  
37 suspension, debarment, or ineligibility.

1 //

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

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

11 4. Covered Individuals shall be required to disclose to CONTRACTOR immediately any  
12 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.  
13 CONTRACTOR shall notify ADMINISTRATOR immediately upon such disclosure.

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

20 6. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
21 entity is currently excluded, suspended or debarred, or is identified as such after being sanction  
22 screened. Such individual or entity shall be immediately removed from participating in any activity  
23 associated with this AGREEMENT. ADMINISTRATOR will determine if any repayment is necessary  
24 from CONTRACTOR for services provided by ineligible person or individual.

25 ~~D. REIMBURSEMENT STANDARDS~~

26 7. CONTRACTOR shall promptly return any overpayments within in forty-five (45) days  
27 after the overpayment is verified by the ADMINISTRATOR.

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

31 ~~2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for~~  
32 ~~payment or reimbursement of any kind.~~

33 ~~3. CONTRACTOR shall bill only for those eligible services actually rendered which are also~~  
34 ~~fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to~~  
35 ~~accurately describe the services provided and to ensure compliance with all billing and documentation~~  
36 ~~requirements.~~

37 ~~4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in~~



1 ~~coding of claims and billing, if and when, any such problems or errors are identified.~~

2 ~~—E. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training~~  
 3 ~~and Provider Compliance Training, where appropriate, available to Covered Individuals.~~

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

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

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

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

13 D. CODE OF CONDUCT - ADMINISTRATOR has developed a Code of Conduct for adherence  
 14 by ADMINISTRATOR's employees and contract providers.

15 1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of  
 16 ADMINISTRATOR's Code of Conduct.

17 2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and  
 18 members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")  
 19 relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

20 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or  
 21 establish its own provided CONTRACTOR's Code of Conduct has been approved by  
 22 ADMINISTRATOR's Compliance Officer as described in subparagraphs D.4., D.5., D.6., D.7., and  
 23 D.8. below.

24 4. If CONTRACTOR elects to have its own Code of Conduct, then it shall submit a copy of  
 25 its Code of Conduct to ADMINISTRATOR within thirty (30) calendar days of award of this  
 26 Agreement.

27 5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Code of  
 28 Conduct is accepted. CONTRACTOR shall take necessary action to meet said standards or shall be  
 29 asked to acknowledge and agree to the ADMINISTRATOR's Code of Conduct.

30 6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,  
 31 CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of  
 32 Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals") relative to this  
 33 Agreement are made aware of CONTRACTOR's Code of Conduct.

34 7. If CONTRACTOR elects to adhere to ADMINISTRATOR's Code of Conduct then  
 35 CONTRACTOR shall submit to ADMINISTRATOR a signed acknowledgement and agreement that  
 36 CONTRACTOR shall comply with ADMINISTRATOR's Code of Conduct.

37 8. Failure of CONTRACTOR to timely submit the acknowledgement of

1 ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and failure  
 2 //  
 3 to cure such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall  
 4 constitute grounds for termination of this Agreement as to the non-complying party.

5 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

6 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care  
 7 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner  
 8 and are consistent with federal, state and county laws and regulations. This includes compliance with  
 9 federal and state health care program regulations and procedures or instructions otherwise  
 10 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or  
 11 their agents.

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

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

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

20  
 21 **III. CONFIDENTIALITY**

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

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

32  
 33 **IV. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

34 ~~A.~~ CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without  
 35 prior written consent of COUNTY; provided, however, obligations undertaken by CONTRACTOR  
 36 pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are  
 37 approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as

1 they relate to the service or activity under subcontract, and include any provisions that  
 2 ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of  
 3 CONTRACTOR to COUNTY pursuant to this Agreement. CONTRACTOR may not assign the rights  
 4 hereunder, either in whole or in part, without the prior written consent of COUNTY.  
 5 ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed  
 6 for subcontracts not approved in accordance with this paragraph.

7 B. For CONTRACTORS which are nonprofit corporations, any change from a nonprofit  
 8 corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty  
 9 percent (50%) of the composition of the Board of Directors within a two (2) month period of time, shall  
 10 be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in  
 11 derogation of this paragraph shall be void.—~~ADMINISTRATOR may disallow, from payments~~  
 12 ~~otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this~~  
 13 ~~paragraph.~~

14 C. For CONTRACTORS which are for-profit organizations, any change in the business structure,  
 15 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of  
 16 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a  
 17 change in fifty percent (50%) or more of CONTRACTOR's directors at one time shall be deemed an  
 18 assignment pursuant to this paragraph. Any attempted assignment or delegation in derogation of this  
 19 paragraph shall be void.

## 21 **V. EMPLOYEE ELIGIBILITY VERIFICATION**

22 | CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
 23 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors  
 24 and consultants performing work under this Agreement meet the citizenship or alien status requirement  
 25 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
 26 subcontractors and consultants performing work hereunder, all verification and other documentation of  
 27 employment eligibility status required by federal or state statutes and regulations including, but not  
 28 limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently  
 29 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
 30 covered employees, subcontractors and consultants for the period prescribed by the law.

## 32 **VI. EXPENDITURE ~~AND REVENUE~~ REPORT**

33 —     A. No later than sixty (60) calendar days following termination of this Agreement,  
 34 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure  
 35 ~~and Revenue~~ Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in  
 36 accordance with the procedure that is provided by ADMINISTRATOR and generally accepted  
 37 accounting principles.

1 B. CONTRACTOR may be required to submit periodic Expenditure-~~Revenue~~ Reports throughout  
2 the term of the Agreement.

3 //

#### 5 **VII. FACILITIES, PAYMENTS AND SERVICES**

6 ~~\_\_\_\_\_~~ CONTRACTOR agrees to provide the services, staffing, facilities, ~~any equipment~~ and supplies,  
7 ~~and reports~~ in accordance with Exhibit A; to this Agreement. COUNTY shall compensate, and  
8 authorize, when applicable, said services. CONTRACTOR shall operate continuously throughout the  
9 term of this Agreement with at least the minimum number and type of staff which meet applicable  
10 federal and state requirements, and which are necessary for the provision of the services hereunder.

#### 12 **VIII. INDEMNIFICATION AND INSURANCE**

13 ~~\_\_\_\_\_~~A. CONTRACTOR agrees to indemnify, defend and hold COUNTY, its elected and appointed  
14 officials, officers, employees, agents and those special districts and agencies for which COUNTY's  
15 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any  
16 claims, demands, including defense costs, or liability of any kind or nature, including but not limited to  
17 personal injury or property damage, arising from or related to the services, products or other  
18 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against  
19 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active  
20 negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that  
21 liability will be apportioned as determined by the court. Neither party shall request a jury  
22 apportionment.

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

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

35 ~~D. Without limiting CONTRACTOR's indemnification, its duty to indemnify COUNTY, it is~~  
36 ~~agreed that~~ ~~CONTRACTOR warrants that it is self-insured or~~ shall ~~maintain~~require in its subcontracts  
37 ~~that subcontractors provide the following policy of insurance or evidence of self-insurance, covering its~~

1 operations; said policy of insurance or evidence of self-insurance to be maintained in force at all times  
 2 during the term of this Agreement, ~~the policy or policies of insurance covering its operations placed~~  
 3 ~~with reputable insurance companies in amounts as specified on Page 3 of this Agreement. Upon request~~  
 4 ~~by ADMINISTRATOR, CONTRACTOR shall provide evidence of such insurance.~~

Coverage	Minimum Limit
Comprehensive General Liability Insurance	\$1,000,000

8 E. All insurance policies except Workers' Compensation and Employer's Liability, shall contain  
 9 the following clauses:

10 1. "The County of Orange is included as an additional insured with respect to the operations  
 11 of the named insured performed under contract with the County of Orange."

12 2. "It is agreed that any insurance maintained by the County of Orange shall apply in excess  
 13 of, and not contribute with, insurance provided by this policy."

14 3. "This insurance shall not be cancelled, limited or non-renewed until after thirty (30)  
 15 calendar days written notice has been given to Orange County HCA/ Contract Development and  
 16 Management, 405 West 5th Street, Suite 600, Santa Ana, CA 92701-4637."

17 F. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be  
 18 mailed to COUNTY as referenced on Page 3 in the Referenced Contract Provisions of this Agreement. ~~]~~

19 ~~— G. — COUNTY WARRANTS THAT IT IS SELF-INSURED OR MAINTAINS~~  
 20 ~~POLICIES OF INSURANCE PLACED WITH REPUTABLE INSURANCE COMPANIES~~  
 21 ~~LICENSED TO DO BUSINESS IN THE STATE OF CALIFORNIA WHICH INSURES THE~~  
 22 ~~PERILS OF BODILY INJURY, MEDICAL, PROFESSIONAL LIABILITY, AND~~  
 23 ~~PROPERTY DAMAGE. UPON REQUEST BY CONTRACTOR, COUNTY SHALL~~  
 24 ~~PROVIDE EVIDENCE OF SUCH INSURANCE.~~

25 #

## 26 IX. INSPECTIONS AND AUDITS

27 ~~—~~ A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized  
 28 representative of the State of California, the Secretary of the United States Department of Health and  
 29 Human Services, the Comptroller General of the United States, or any other of their authorized  
 30 representatives, shall ~~{{to the extent permissible under applicable law}}~~ have access to any books,  
 31 documents, and records, including but not limited to, medical and client records, of CONTRACTOR  
 32 that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or  
 33 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of  
 34 retention set forth in the Records Management and Maintenance paragraph of this Agreement. Such  
 35 persons may ~~{{with prior written notice}}~~ at all reasonable times inspect or otherwise evaluate the  
 36 services provided pursuant to this Agreement, and the premises in which they are provided.

37 B. CONTRACTOR shall actively participate and cooperate with any person specified in

1 subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this  
 2 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such  
 3 evaluation or monitoring.

4 //

5 #

### 6 C. AUDIT RESPONSE

7 1. Following an audit report, in the event of non-compliance with applicable laws and  
 8 regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement  
 9 as provided for in the Termination paragraph or direct CONTRACTOR to immediately implement  
 10 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in  
 11 writing within thirty (30) calendar days ~~{sixty (60) calendar days}~~ after receiving notice from  
 12 ADMINISTRATOR.

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

20 ~~— D. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an~~  
 21 ~~annual Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to~~  
 22 ~~ADMINISTRATOR within fourteen (14) calendar days of receipt.~~

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

27 #

## 28 X. LICENSES AND LAWS

29 ~~—~~     A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the  
 30 term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and  
 31 exemptions necessary for the provision of the services hereunder and required by the laws and  
 32 regulations of the United States, State of California, COUNTY, and any other applicable governmental  
 33 agencies.

34 B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services  
 35 provided hereunder, as any may now exist or be hereafter changed. These laws, rules and regulations  
 36 shall include, but not be limited to, the following:

37 1. Office of Management and Budget (OMB) Circular No. A-87, Cost Principles for State and

1 Local Governments.

2 2. Federal Single Audit Act of 1984 (31 U.S.C.A. 7501.70).

3 3. Office of Management and Budget (OMB) Circular A-133, Audits of States, Local  
4 Governments, and Non-Profit Organizations.

5 C. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

17 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by  
18 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting  
19 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings  
20 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;  
21 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
22 grounds for termination of this Agreement.

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

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28 **XI. LITERATURE AND ADVERTISEMENTS**

29 A. Any written information or literature, including educational and promotional materials,  
30 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related  
31 to this Agreement ~~shall indicate that CONTRACTOR's services are supported by federal, state~~ must be  
32 approved in advance and ~~county funds, as appropriate~~ in writing by ADMINISTRATOR before  
33 distribution. For the purposes of this Agreement, distribution of ~~such literature shall include~~ written  
34 materials ~~as well as~~ shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or  
35 magazine ads, and electronic media such as the Internet. Such information shall not imply endorsement  
36 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

37 B. Any advertisement through radio, television broadcast, or the Internet, for educational or

1 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this  
 2 Agreement must be approved in advance and in writing by ADMINISTRATOR.

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## 6 **XII. MAXIMUM OBLIGATION**

7 ~~RL221~~ The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all  
 8 agreements for ~~POD~~ Point of Dispensing Site Planning Services is as specified ~~on Page 3~~ in the  
 9 Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is  
 10 only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is  
 11 understood by the parties that reimbursement to CONTRACTOR will be only a fraction of this  
 12 Aggregate Maximum Obligation.

## 13 **XIII. NONDISCRIMINATION**

### 14 A. EMPLOYMENT

15 1. During the performance of this Agreement, CONTRACTOR shall not unlawfully  
 16 discriminate against any employee or applicant for employment because of his/her ethnic group  
 17 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and  
 18 over), sexual orientation, medical condition, or physical or mental disability. CONTRACTOR shall  
 19 warrant that the evaluation and treatment of employees and applicants for employment are free from  
 20 discrimination in the areas of employment, promotion, demotion or transfer; recruitment or recruitment  
 21 advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training,  
 22 including apprenticeship. There shall be posted in conspicuous places, available to employees and  
 23 applicants for employment, notices from ADMINISTRATOR and/or the United States Equal  
 24 Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.  
 25

26 //

27 2. All solicitations or advertisements for employees placed by or on behalf of  
 28 CONTRACTOR and its subcontractors shall state that all qualified applicants will receive consideration  
 29 for employment without regard to their ethnic group identification, race, religion, ancestry, color, creed,  
 30 ~~color~~, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or  
 31 physical or mental disability. Such requirement shall be deemed fulfilled by use of the phrase "an equal  
 32 opportunity employer."

33 ~~3. In the event of non-compliance with this paragraph or as otherwise provided by federal and~~  
 34 ~~state law, this Agreement may be terminated or suspended in whole or in part and CONTRACTOR may~~  
 35 ~~be declared ineligible for further contracts involving federal or state funds.~~

36 3. CONTRACTOR shall give written notice of its obligations under this Equal Opportunity  
 37 Clause to each labor union with which CONTRACTOR has a collective bargaining agreement.



1 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR shall not discriminate in the  
 2 provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of  
 3 ethnic group identification, race, religion, ancestry, creed, color, sex, marital status, national origin, age  
 4 (40 and over), sexual orientation, medical condition, or physical or mental disability ~~pursuant to all~~  
 5 ~~applicable federal and state laws~~ in accordance with Title VI of the Civil Rights Act of 1964 (42  
 6 U.S.C.A. §2000d) and all other pertinent rules and regulations promulgated pursuant thereto, and as  
 7 ~~otherwise provided by State law~~ and regulations, as all may now exist or be hereafter amended or  
 8 changed.

9 C. PERSONS WITH DISABILITIES — CONTRACTOR agrees to comply with the provisions  
 10 of ~~Section~~ §504 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR  
 11 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining  
 12 to the prohibition of discrimination against qualified persons with disabilities ~~in all programs or~~  
 13 ~~activities~~, as they exist now or may be hereafter amended together with succeeding legislation.

14 D. RETALIATION - Neither CONTRACTOR, nor its employees or agents, shall intimidate,  
 15 coerce, or take adverse action against any person for the purpose of interfering with rights secured by  
 16 federal or state laws, or because such person has filed a complaint, certified, assisted, or otherwise  
 17 participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights  
 18 secured by federal or state law.

19 ~~E. Upon a finding of discrimination by the Equal Employment Opportunity Commission, State~~  
 20 ~~Department of Fair Employment and Housing, or a court of competent jurisdiction, and after exhaustion~~  
 21 ~~of any and all appeals, this Agreement may be cancelled, terminated or suspended in whole or in part~~  
 22 ~~and CONTRACTOR may be declared ineligible for future contracts involving federal, state, or county~~  
 23 ~~funds.~~

#### 24 **XIV. NOTICES**

25 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements  
 26 authorized or required by this Agreement shall be effective:  
 27

28 1. When written and deposited in the United States mail, first class postage prepaid and  
 29 addressed as specified ~~on Page 3~~ in the Referenced Contract Provisions of this Agreement or as  
 30 otherwise directed by ADMINISTRATOR;

31 2. When faxed, transmission confirmed;

32 3. When sent by ~~electronic mail~~ Email; or

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

35 B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract  
 36 Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective  
 37 when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal

Express, United Parcel Service, or other expedited delivery service.

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

**D. FOR PURPOSES OF THIS AGREEMENT, ANY NOTICE TO BE PROVIDED BY COUNTY MAY BE GIVEN BY ADMINISTRATOR.**

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**XV. RECORDS MANAGEMENT AND MAINTENANCE**

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

~~B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or unintentional use or disclosure of PHI in violation of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known harmful effect of any use or disclosure of protected health information made in violation of federal or state regulations and/or COUNTY policies.~~

~~C. CONTRACTOR's patient records shall be maintained in a secure manner. CONTRACTOR shall maintain patient records and must establish and implement written record management procedures.~~

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

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

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

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

GE. 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

1 CONTRACTOR.

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

4 ~~HI.~~ CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request  
5 within twenty-four (24) hours. CONTRACTOR shall provide ADMINISTRATOR all information that  
6 is requested by the PRA request.

#### 8 **XVI. SEVERABILITY**

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

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#### 16 **XVII. STATUS OF CONTRACTOR**

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

#### 28 **XVIII. TERM**

29 The term of this Agreement shall commence and terminate as specified ~~on Page 3~~ in the Referenced  
30 Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in this  
31 Agreement; provided, however, CONTRACTOR shall be obligated to perform such duties as would  
32 normally extend beyond this term, including but not limited to, obligations with respect to  
33 confidentiality, indemnification, audits, reporting and accounting.

#### 34 **XIX. TERMINATION**

35  
36  
37 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days

1 written notice given the other party.

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

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

- 8 1. The loss by CONTRACTOR of legal capacity.
- 9 2. Cessation of services.
- 10 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
11 another entity without the prior written consent of COUNTY.

12 D. CONTINGENT FUNDING

- 13 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - 14 a. The continued availability of federal, state and county funds for reimbursement of  
15 COUNTY's expenditures, and
  - 16 b. Inclusion of sufficient funding for the services hereunder in the applicable budget  
17 approved by the Board of Supervisors.

18 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate  
19 or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR.

20 ~~—E. In the event this Agreement is terminated prior to the completion of the term as specified on  
21 Page 3 of the Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum  
22 Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.~~

23 ~~—F.~~ E. In the event this Agreement is terminated by either party, after receiving a Notice of  
24 Termination CONTRACTOR shall do the following:

- 25 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
26 is consistent with recognized standards of quality care and prudent business practice.
- 27 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
28 performance during the remaining contract term.
- 29 3. If records are to be transferred to COUNTY, pack and label such records in accordance  
30 with directions provided by ADMINISTRATOR.

31 ~~G.F.~~ G.F. The rights and remedies of COUNTY provided in this Termination paragraph shall not be  
32 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

34 **XX. THIRD PARTY BENEFICIARY**

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

**XXI. 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. ~~D~~

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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 «~~NAME1~~ UC\_Name»

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7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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9 TITLE: \_\_\_\_\_

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11 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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13 TITLE: \_\_\_\_\_

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18 COUNTY OF ORANGE

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20  
21 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

22 ~~— CHAIR OF THE BOARD OF SUPERVISORS~~

23  
24  
25 ~~SIGNED AND CERTIFIED THAT A COPY~~  
26 ~~OF THIS DOCUMENT HAS BEEN DELIVERED~~  
27 ~~TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535~~

28 ATTEST:

29  
30 \_\_\_\_\_ DATED: \_\_\_\_\_

31 ~~—DARLENE J. BLOOM~~  
32 ~~—Clerk of the Board of Supervisors~~  
33 ~~—Orange County, California~~

34 HEALTH CARE AGENCY

1 APPROVED AS TO FORM:  
2 OFFICE OF THE COUNTY COUNSEL  
3 ORANGE COUNTY, CALIFORNIA  
4

5 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
6 DEPUTY  
7

8  
9 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the  
10 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer  
11 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution  
12 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her  
13 signature alone is required by HCA.  
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1 EXHIBIT A  
2 TO AGREEMENT FOR PROVISION OF  
3 POINT OF DISPENSING SITE PLANNING SERVICES  
4 «NAME1 UC\_Name»

6 I. DEFINITIONS

7 A. "Exercise" means an event designed to test and evaluate the POD site plan using the guidelines  
8 set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

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

13 ~~C. "Incumbent City" means any City developing a POD plan under a previous agreement, that will  
14 continue the same plan development under this Agreement. Incumbent Cities are Anaheim, Fullerton,  
15 Garden Grove, Huntington Beach, Irvine, Laguna Woods, Santa Ana, and Rancho Santa Margarita.~~

16 ~~D. C.~~ "Incident Management Personnel" means any sworn Fire Agency, Paramedic, or  
17 Emergency Medical Technician employed by any city or county agency contracted with  
18 CONTRACTOR.

19 ~~E.D.~~ "Local Emergency Management Personnel" means the designated city emergency preparedness  
20 planner, and staff, that are employed by any city or county agency contracted with CONTRACTOR.

21 ~~E.E.~~ "Point of Dispensing (POD) Site" means any pre-identified location within a city and/or agency  
22 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the  
23 event of a Health Emergency.

24 ~~G.F.~~ "Public Safety Personnel" means any sworn Law Enforcement personnel or non-sworn public  
25 safety personnel that are employed by any city or county agency contracted with CONTRACTOR.

27 II. PAYMENTS

28 ~~A.~~ COUNTY shall pay CONTRACTOR, in arrears, for identifying POD Site locations and  
29 developing POD site plans for responding to Health Emergencies or POD exercises. Payments shall be  
30 as follows:

31 1. COUNTY shall reimburse CONTRACTOR, in arrears, for CONTRACTOR's personnel  
32 costs associated with developing each POD Site Plan required in subparagraph III.C, below, to a  
33 maximum of \$~~4,500~~3,000 per POD Site Plan; provided, however, the total of such payments to all  
34 participating cities does not exceed COUNTY'S Total Maximum Obligation and, provided further,  
35 CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal regulations.

36 ~~CONTRACTOR shall provide an in-kind contribution of non-Federally funded staff time. The  
37 contribution amount shall be determined by ADMINISTRATOR, but shall be no less than thirty percent~~



1 #

2 ~~(30%), and no more than thirty five percent (35%) of CONTRACTOR's reimbursable personnel costs.~~  
 3 ~~Incumbent Cities shall be waived of the contribution requirement.~~

4 ~~2~~ 2. Reimbursable personnel costs are limited to the following key tasks and  
 5 corresponding maximum reimbursement value:

6 a. POD Site Identification and completion of POD site assessment form: \$250 maximum;

7 b. POD Seminar attendance: \$250 maximum;

8 c. POD Workshop attendance: \$750 maximum;

9 d. FOG Workshop attendance: \$1,000 maximum;

10 e. Online POD training completion: \$250 maximum;

11 f. POD Exercise evaluation participation: \$250 maximum; and

12 g. Draft POD Incident Action Plan: \$250 maximum.

13 3. COUNTY, at its sole discretion, may reduce the payments identified in subparagraph II.A.2  
 14 of this Exhibit A, above, at a rate proportional to the attendance of the required personnel, as identified  
 15 in subparagraph 3.A. of this Exhibit A, below.

16 4. COUNTY shall pay CONTRACTOR, in arrears, to a maximum of \$42,000 for each final  
 17 POD Site Plan approved by ADMINISTRATOR; provided, however, the total of such payments to all  
 18 participating cities does not exceed COUNTY'S Total Maximum Obligation and, provided further,  
 19 CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal regulations.

20 5. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment  
 21 maximums identified in subparagraphs II.A.1 and II.A.2, above, provided, however, the total of such  
 22 payments to all participating cities does not exceed COUNTY'S Maximum Obligation, and provided  
 23 further, CONTRACTOR'S costs are reimbursable pursuant to COUNTY, state, and federal regulations.

24 B. CONTRACTOR'S invoices shall be on forms approved or supplied by ADMINISTRATOR and  
 25 provide such information as required by ADMINISTRATOR. Invoices should be submitted by the  
 26 tenth (10th) working day of the month following the provision of services, and payments to  
 27 CONTRACTOR should be released by COUNTY no later than the tenth (10th) calendar day of the  
 28 succeeding month.

29 C. All billings to COUNTY shall be supported, at CONTRACTOR'S facility, by source  
 30 documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating  
 31 costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and  
 32 records of services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply  
 34 with any provision of this Agreement.

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

37

### III. SERVICES

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 requires:

1. POD seminar attendance – where a POD overview, planning assumptions, and staffing and equipment needs are discussed. Required participants for this training include:

- a. One (1) City Emergency Manager;
- b. Three (3) City Fire Representatives;
- c. Three (3) City Law Enforcement Representatives;
- d. One (1) Site Representative; and
- e. Two (2) City Staff.

2. 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.

3. ~~Field Operations Guide (FOG)~~ 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:

- ~~4~~ 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.

4. 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. Three (3) Unified Command staff;
- b. Three (3) Section Chiefs;
- c. Five (5) Security Branch Staff;
- d. Five (5) Clinic Branch Staff;
- e. Four (4) Supply Unit Staff;
- f. Two (2) Communications Unit Staff;
- g. One (1) Planning Section Staff;
- h. Two (2) Registration Staff;

1 i. One (1) Safety Officer;

2 j. Four (4) Support/Volunteer Staff; and

3 k. One (1) Facility/site representative.

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

6 56. Participation of at least one staff member to serve as a POD site plan subject matter expert  
7 to validate regional POD site plans during the annual POD Exercise.

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

11 a. SITE MAPS & MAPPING NOTES

12 b. SITE EQUIPMENT LIST

13 c. ICS 202 – INCIDENT OBJECTIVES

14 d. ICS 203 – ORGANIZATIONAL ASSIGNMENT LIST

15 e. SITE SECURITY PLAN

16 f. ICS 204 – DIVISION ASSIGNMENT LIST

17 g. ICS 205 – COMMUNICATIONS PLAN

18 h. ICS 206 – MEDICAL PLAN

19 i. POD ORGANIZATIONAL CHART

20 j. ICS 215A – SITE SAFETY MESSAGE & ANALYSIS

21 k. ICS 221 – DEMOBILIZATION CHECKOUT

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

## 25 B. TIMELINES

26 1. CONTRACTOR shall provide staff to attend a POD Seminar by ~~November 30, 2010~~ May  
27 31, 2012.

28 CONTRACTOR shall submit POD Site location(s) for ADMINISTRATOR approval by  
29 December 15, ~~2010~~ 2011.

30 2. CONTRACTOR shall submit the HCA POD Site Assessment form by December 30,  
31 ~~2010~~ 2011.

32 3. CONTRACTOR shall provide staff to attend a POD Workshop by ~~January~~ March 31,  
33 ~~2011~~ 2012.

34 4. CONTRACTOR shall provide staff to attend a FOG Workshop by ~~February 28, 2011~~ April  
35 30, 2012.

36 5. CONTRACTOR shall ensure a minimum of twenty (20) pertinent staff attend online  
37 training by ~~March 30, 2011~~ May 31, 2012.

1 6. CONTRACTOR shall submit a draft POD Site Plan to ADMINISTRATOR for each  
2 location identified in subparagraph III.B.1, above, by ~~«DraftDate»~~ June 1, 2012.

3 7. CONTRACTOR shall submit a final HCA approved POD Site Plan to ADMINISTRATOR  
4 for each location identified in subparagraph II.B.1, above, by ~~«FinalDate»~~ June 15, 2012

5 C. CONTRACTOR shall develop «PODPlans» POD Site Plans.

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