

1                                    AGREEMENT FOR PROVISION OF  
2                                    PREPAREDNESS AND RESPONSE PROGRAM  
3                                    BETWEEN  
4                                    COUNTY OF ORANGE  
5                                    AND  
6                                    «UC\_NAME»  
7                                    JULY 1, 2015 THROUGH JUNE 30, 2020

8  
9        THIS AGREEMENT entered into this 1st day of July 2015, which date is enumerated for purposes  
10 of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_NAME», a  
11 «CORPSTAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange  
12 Health Care Agency (ADMINISTRATOR).

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

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16        WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Preparedness  
17 and Response Program 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**

**Term:** July 1, 2015 through June 30, 2016

**Maximum Obligation:** \$0

**Notices to COUNTY and CONTRACTOR:**

COUNTY: County of Orange  
Health Care Agency  
Contract Services  
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»  
«CONTACT\_PHONE»

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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:

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

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
4		Act, Public Law 111-005
5	AK. USC	United States Code
6	AL. WIC	State of California Welfare and Institutions Code

## 8 **II. ALTERATION OF TERMS**

9 A. This Agreement, together with Exhibit A attached hereto and incorporated herein, fully  
 10 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
 11 matter of this Agreement.

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

## 17 **III. COMPLIANCE**

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

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

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

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

31 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
 32 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures  
 33 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.  
 34 ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program  
 35 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to  
 36 meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and

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1 Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain  
2 all required elements.

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

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

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

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

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

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

36 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-  
37 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that

its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

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.

C. If CONTRACTOR is a public institution, COUNTY understands and agrees the CONTRACTOR is subject to the provisions of the California Public Records Act. In the event CONTRACTOR receives a request to produce this Agreement, or identify any term, condition, or aspect of this Agreement, CONTRACTOR shall notify COUNTY no less than three (3) business days prior to releasing such information.

#### **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 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.

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

## **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

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

## **VIII. INDEMNIFICATION AND INSURANCE**

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

B. COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, and/or agents harmless from any claims, demands, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement. If judgment is entered against

COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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

D. Prior to the provision of services under this contract, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

E. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this agreement shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this agreement for inspection by COUNTY representative(s) at any reasonable time.

F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

G. If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this contract, COUNTY may terminate this contract.

#### H. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

3. 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	\$1,000,000 per occurrence \$2,000,000 aggregate
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

#### I. REQUIRED COVERAVE FORMS

1. The Commercial General Liability coverage shall be written on Insurance Services Office (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 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 Certificate of Insurance:

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, agents and employees as Additional Insureds.

2. A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

L. All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

M. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which COUNTY may suspend or terminate this contract.

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

O. Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

#### T. SUBMISSION OF INSURANCE DOCUMENTS

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

- a. Prior to the start date of this Agreement.
- b. No later than the expiration date for each policy.
- c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.

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

3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:

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

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

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

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

## **IX. INSPECTIONS AND AUDITS**

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

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

C. CONTRACTOR shall not be subject to disallowances as the result of audits of the cost of services.

### **D. AUDIT RESPONSE**

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

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

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

## **X. LICENSES AND LAWS**

A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws, regulations and requirements of the United States, the State of California, COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

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

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

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

2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;

1 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute  
2 grounds for termination of this Agreement.

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

## 6 7 **XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

## 28 29 **XII. MAXIMUM OBLIGATION**

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

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### **XIII. NONDISCRIMINATION**

#### **A. EMPLOYMENT**

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

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

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

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

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

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

**B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975

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

1. Denying a client or potential client any service, benefit, or accommodation.
2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.
5. Assignment of times or places for the provision of services.

C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

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

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

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

F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and

1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
2 state or county funds.

#### 3 4 **XIV. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

#### 24 25 **XV. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

#### 33 34 **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

## 19 20 **XVII. RESEARCH AND PUBLICATION**

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

## 23 24 **XVIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

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

31 B. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and  
32 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
33 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
34 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
35 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
36 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
37 Wage.

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

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

## 8 9 **XIX. SEVERABILITY**

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

## 15 16 **XX. 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's employees and shall not be considered in any manner  
 27 to be COUNTY's employees.

## 28 29 **XXI. TERM**

30 A. This specific Agreement with CONTRACTOR is only one of several agreements to which the  
 31 term of this Agreement applies. This specific Agreement shall commence as specified in the Reference  
 32 Contract Provisions of this Agreement or the execution date, whichever is later. This specific  
 33 Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement, unless  
 34 otherwise sooner terminated as provided in this Agreement; provided, however, CONTRACTOR shall  
 35 be obligated to perform such duties as would normally extend beyond this term, including but not  
 36 limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

## **XXII. TERMINATION**

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

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

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

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

### **D. CONTINGENT FUNDING**

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
  - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
  - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

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

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

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

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

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

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

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

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

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

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

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

### 30 **XXIII. THIRD PARTY BENEFICIARY**

31 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
 32 including, but not limited to, any subcontractors or any clients provided services pursuant to this  
 33 Agreement.  
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**XXIV. 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  
7 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
11  
12 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

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

15  
16  
17  
18 COUNTY OF ORANGE

19  
20  
21 BY: \_\_\_\_\_

DATED: \_\_\_\_\_

22 HEALTH CARE AGENCY

23  
24  
25 APPROVED AS TO FORM

26 OFFICE OF THE COUNTY COUNSEL

27 ORANGE COUNTY, CALIFORNIA

28  
29  
30  
31 BY:  \_\_\_\_\_

32 DEPUTY

33  
34  
35 DATED: 3/20/15

36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution 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.

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
PREPAREDNESS AND RESPONSE PROGRAM  
BETWEEN  
COUNTY OF ORANGE  
AND  
«UC\_NAME»  
July 1, 2015 THROUGH June 30, 2020

**I. GENERAL PROVISIONS**

At execution of this Agreement, CONTRACTOR has received the following designations from ADMINISTRATOR or the California Department of Health Services:

Community Clinic	<u>«MF8_DSG1»</u>
Emergency Ambulance Service (EAS)	<u>«MF8_DSG2»</u>
Long Term Care Facility (LTC)	<u>«MF8_DSG3»</u>
Non-Emergency Receiving Center (NON-ERC)	<u>«MF8_DSG4»</u>
Emergency Receiving Center (ERC)	<u>«MF8_DSG5»</u>

**II. DEFINITIONS**

The parties agree to the following terms and definitions, and to those terms and definitions, which for convenience, may be set forth elsewhere in this Agreement.

A. "CDPH " means California Department of Public Health

B. "Community Clinic" means a licensed non-profit community clinic or free clinic.

C. "Emergency Ambulance Service" or "EAS" means an emergency medical transport provider operating within an organized EMS system for the purpose of assuring twenty-four (24) hour availability of such services, including communications, and supportive business management mechanisms. This pertains to all ground, air, or water emergency medical transport.

D. "Long Term Care Facility (LTC)" refers to a range of medical institutions that provide health care to people who are unable to manage their medical needs independently in the community. Facilities may provide short and long-term rehabilitative services as well as chronic health care management.

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E. "Mass Casualty Event" (MCE) is defined as a situation that stresses the first responders as well the healthcare system. It overwhelms one or more of the medical response systems within the County; thus causing medical mutual aid to be requested.

F. "Mass Casualty Incident" (MCI) is defined as an incident with sufficient patients such that additional resources and command is established.

G. "Non-Emergency Receiving Center" (NON-ERC) means a health care provider or facility operating in support of patient care in the event of a mass casualty event.

H. "Emergency Receiving Center" (ERC) means a hospital designated by the OCEMS Agency as meeting all locally established criteria for receiving Emergency medical technician-paramedic escorted patients, and operating in support of patient care in the event of a mass casualty event.

I. "Preparedness and Response Equipment" means any Equipment provided under this Agreement, including any combination of Major or Minor Equipment.

### **III. REPORTS**

A. ANNUAL REPORT: On August 1 of each year, CONTRACTOR shall submit an annual report to ADMINISTRATOR which shall contain the following:

1. A written attestation, in a format approved or supplied by ADMINISTRATOR, that an equipment inventory has been performed of Preparedness and Response Equipment and is accounted for.

2. Summarized Reports of all uses of all Preparedness and Response Equipment during the previous twelve (12) months.

3. CONTRACTOR will update ADMINISTRATOR within 30 days of a change in the contracts contact person, or annually as specified in Paragraph IV.C. of this Exhibit A to the Agreement.

B. POLICIES AND PROCEDURES – On August 1 of every year, The CONTRACTOR shall submit internal policies and procedures for:

1. The maintenance, storage, and rotation of equipment and supplies with a limited shelf life as outlined in equipment distribution list;

2. The preparation for mobilization of Preparedness and Response Equipment;

3. The training of assigned staff on these policies and procedures.

C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as reasonably required by ADMINISTRATOR concerning CONTRACTOR'S activities as they affect the equipment described in this Agreement. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) days for CONTRACTOR to respond.

### **IV. SERVICES**

A. CONTRACTOR agrees that the presence and maintenance of Preparedness and Response Equipment in support of this Agreement as directed by ADMINISTRATOR, are appropriate in

1 preparation for a mass casualty event. In a mass casualty event or other public health emergency, the  
2 Preparedness and Response Equipment shall serve to:

- 3 1. Enhance MCE capabilities via the provision of medical and surgical equipment. .
- 4 2. Promote CONTRACTOR'S surge capacity cooperation by assisting hospitals, ambulance  
5 operators, long term care, community clinics and other health care partners within Orange County that  
6 serve large geographic regions and;
- 7 3. Promote surge capacity cooperation and assistance with other counties.

8 B. With respect to the Preparedness and Response Equipment, CONTRACTOR shall:

- 9 1. Establish a defined and designated secure location and storage area for Preparedness and  
10 Response Equipment.
- 11 2. Continuously and properly maintain and store Preparedness and Response Equipment.
- 12 3. Develop internal policy and procedures for:
  - 13 a. The maintenance, storage, and rotation of medical and surgical supplies,
  - 14 b. The preparation for mobilization of Preparedness and Response Equipment,
  - 15 c. The training of assigned staff on use of assigned equipment.
- 16 4. Rotate the medical and surgical supplies with CONTRACTOR'S stock as indicated in  
17 equipment distribution list. This is to ensure medications, medical and surgical supplies are not expired  
18 in the event of an emergency.
  - 19 a. Incorporate core medical and surgical supply items with expiration dates into regular  
20 CONTRACTOR usage and replace as used.
  - 21 b. CONTRACTOR may use Preparedness and Response Equipment in the course of its  
22 everyday provision of services or for training purposes; provided, however, said Preparedness and  
23 Response Equipment are readily available, in good working order, and transportable in the event of a  
24 MCE.

25 C. CONTRACTOR shall provide ADMINISTRATOR with a contact person or position/title and  
26 appropriate contact information should Preparedness and Response Equipment need to be mobilized.

27 D. Disaster Response Partnership

28 1. CONTRACTOR shall be a designated partner of COUNTY for disaster response purposes.  
29 As such, CONTRACTOR shall participate in disaster exercises at the request of COUNTY and shall  
30 have disaster plans and equipment in place to prepare for, respond to, and mitigate a disaster in which  
31 local resources are overwhelmed.

32 2. If CONTRACTOR is relatively unaffected by disaster, CONTRACTOR shall use its best  
33 efforts to provide resources to COUNTY (e.g., beds, equipment, personnel) to assist with the overall  
34 management and response to a disaster. This may include making resources available to other counties  
35 requesting mutual aid.

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**V. EQUIPMENT DISTRIBUTION**

As a designated «MF8A\_DSG1»«MF8A\_DSG2»«MF8A\_DSG3»«MF8A\_DSG4»«MF8A\_DSG5», CONTRACTOR shall receive the Equipment indicated below. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to amend the list of Equipment below. Should the Agreement terminate, CONTRACTOR shall return any and all equipment to COUNTY.

Item Name	Quantity
PAPR's (with 1 Lithium Battery and 3 Cartridges each)	«MF_9»
Decontamination PPE Kit: Gray suit, Glove, boots, tape, Vacuum Packed	«MF_10»
CPF-3 Suits (all of these are expired)	«MF_11»
PPE Accessories: Glove, boots, tape, hand wipe, no suit	«MF_12»
FR-57 Cartridges - 6/pack	«MF_13»
Chem Tape (case)	«MF_14»
"Idecon Kits" post decontamination sets, Youth	«MF_15»
"Idecon Kits" post decontamination sets, Adult	«MF_16»
"Idecon Kits" post decontamination sets, Large Adult	«MF_17»
Don-It Adult	«MF_18»
Don-It Youth	«MF_19»
Qwik decontamination kit, Youth	«MF_20»
Qwik decontamination kit, Adult	«MF_21»
Qwik decontamination kit, Large Adult	«MF_22»
Decontamination sets, Youth	«MF_23»
Decontamination sets, Adult	«MF_24»
Decontamination sets, Large Adult	«MF_25»
Decontamination Tent: without center curtain shower heads	«MF_26»
Decontamination Tent: with center curtain shower heads	«MF_27»
Pump (1 pump, 1 gray hose)	«MF_28»
Hand Sprayer w/ curly hose (2)	«MF_29»
Curtains (4 small, 1 large center)	«MF_30»
Repair Kit (1)	«MF_31»
Bladder (1)	«MF_32»
Anchor Kit (1)	«MF_33»
Red and Blue Hose(1)	«MF_34»
Light sets (4)	«MF_35»
<u>Patient Conveyor:</u>	<u>«MF_36»</u>

Item Name	Quantity
Frames w/ flat plastic pieces (2)	«MF_37»
Backboards (2)	«MF_38»
Decontamination Shower	«MF_39»
Pool (2)	«MF_40»
Pumps	«MF_41»
Risers (4)	«MF_42»
Shower Frame (2 sets)	«MF_43»
Surge Tent	«MF_44»
Poles (2)	«MF_45»
Floor (1)	«MF_46»
Repair Kit (1)	«MF_47»
Anchor Kit (1)	«MF_48»
Light Sets (6)	«MF_49»
Total Number of Light Sets (Surge and Decontamination Tent)	«MF_50»
Flash Water Heater	«MF_51»
Hospital Isolation PPE Kit: Gown, Glove, N95, Vacuum-Packed	«MF_52»
Surgi-Mask (50/box)	«MF_53»
3M N95-Small 20/box	«MF_54»
3M N95-Regular 20/box	«MF_55»
3M N95-Large (9210) 20/pack	«MF_56»
Cots (Type: Military folding or no name)	«MF_57»
Cots (Type: Coleman)	«MF_58»
Cots (Type: Byer)	«MF_59»
Cribs	«MF_60»
Triage Tags (1000)	«MF_61»
Nebulizer/Atomizer Unit & Circuit A/C,D/C & Rechargeable Battery	«MF_62»
Nebulizer Administration Set	«MF_63»
LSP Autovent Transport Ventilator	«MF_64»
Ventilator Circuit Valves	«MF_65»
Vortran Gas Powered Ventilator 10/case	«MF_66»
Mobile Oxygen Delivery System	«MF_67»
Self-contained WS-S3A two basin sink	«MF_68»
Water Bladders (500 Gal) (Includes Vent Cap) (2)	«MF_69»
Stairchair - Stryker (bracket & cover)	«MF_70»
Paramed Paraslydes with backboard	«MF_71»

Item Name	Quantity
Paramed Parasleeve	«MF_72»
Paramed Safeslyde Kits	«MF_73»
Module Cage 1-8 (Check Cage 3 expiration List)	«MF_74»
5 Drawer Work Center, Rubbermaid	«MF_75»
HVAC System (Port-A-Cool) - 4800 CFM	«MF_76»
Mintie Technologies HEPA w/ manifold OA1000V	«MF_77»
Mintie Technologies HEPA w/ manifold OA2000V	«MF_78»
Mintie Ante Room	«MF_79»
ECU2 (2)	«MF_80»
Corridor Flange (1)	«MF_81»
Cuffs (2: 1ft and 5ft)	«MF_82»
HAM Antenna and Coax	«MF_83»
LMR-400 ULTRAFLX	«MF_84»
CSVA Throat Mic/Voice Amp	«MF_85»
SRVA Voice Amp/Radio Interface	«MF_86»
NiMh Rechargeable Battery	«MF_87»
NiMh Charger	«MF_88»
Generator, Honda	«MF_89»
Ram Fan (AIR) Heater ED7002 (ED7125-HT; HA-01)	«MF_90»
Heater	«MF_91»
Blower	«MF_92»
Canister (ducting/coupler)	«MF_93»
Propane Hose	«MF_94»
Ram Fan (AIR) Heater 2600 C (ED 7025; UB-20)	«MF_95»
Heater	«MF_96»
Blower	«MF_97»
Ducting	«MF_98»
Coupler Connection	«MF_99»
Propane Hose	«MF_100»
TVI Heater (AIR) AH-125-15 w/ Ducting (1) and hose	«MF_101»
Radios, Motorola Magone (BPR40)	«MF_102»
Decontamination Trailers (large)	«MF_103»
Decontamination Trailers (small)	«MF_104»
CONEX Container - 40 foot	«MF_105»
CONEX Container - 20 foot	«MF_106»

Item Name	Quantity
Air-Mate	«MF_107»
Refrigerated Conex (40 foot)	«MF_108»
Decontamination Tent 3 Line	«MF_109»
Ventilator (EPV200)	«MF_110»
PEEP Valve	«MF_111»
Ventilator Circuit	«MF_112»
Body Rack System (E-Rack)	«MF_113»
Body Bag (BioSeal)	«MF_114»
Triage Tags 50/pack	«MF_115»
Face Shield 96/case	«MF_116»
Pediatric Surgical Mask 2500/case	«MF_117»
Helmet	«MF_118»
Coat Large	«MF_119»
Coat XXL	«MF_120»
Gloves Large	«MF_121»
Gloves Jumbo	«MF_122»
Maglite HD Flashlight w/ D batteries	«MF_123»
Motorola 2-way radio, 25 mile	«MF_124»
Tripod extension Lt, 7 foot height, 2 liters	«MF_125»
N95 Flat Fold	«MF_126»
Isolation Gown (50/case)	«MF_127»
Ambidex Disposable Nitrile - Powder (100/box)	«MF_128»
50 foot 13amp outdoor extension cord	«MF_129»
7000 kw Inverter Generator	«MF_130»
Adult Linen kit - K-ALINEN	«MF_131»
Bedding Pillows - size 18	«MF_132»
Disposable blanket	«MF_133»
50 amp Power Distribution Center with Cable	«MF_134»
EMS Duffle Bag	«MF_135»
Mass Care Trailer – Ambulance Module	«MF_136»
Folding Chairs	«MF_137»
Tarps (Blue) – 16' X 20'	«MF_138»
Ice Cooler – Igloo, Marine Roller 70	«MF_139»
18" Traffic Cones, Orange	«MF_140»
Megaphone Bullhorn, 10 Watts	«MF_141»



Item Name	Quantity
Backboard (MCI Prolite)	«MF_142»
Backboard Straps	«MF_143»
Oxygen, "E" Size Cylinder - Toggle Top	«MF_144»
Regulator Oxygen	«MF_145»
Compact Wheel Stand and WindSock (Fold Down)	«MF_146»
Table	«MF_147»
Easy Up Shelter Side Wall, White	«MF_148»
Easy Up Shelter Weight Bag (2/Tent)	«MF_149»
Trailer Owners Manual	«MF_150»
Padlock, Outside	«MF_151»
Padlock, Tongue	«MF_152»
Padlock Keys: 1 Masterlock, 1 Tongue	«MF_153»
Biohaz Trash Bag, 37" X 48", Red (100/Box)	«MF_154»
Splints, 12" Cardboard (25/Case)	«MF_155»
Splints, 18" Cardboard (25/Case)	«MF_156»
Faceshield Mask Combo-Splash (100/Box)	«MF_157»
Emergency Response Guide - Orange	«MF_158»
Red Bag – Fire Fighter	«MF_159»
Caution Tape (Roll)	«MF_160»
Biohaz Trash Bag, 43" X 55", Red (200/Box)	«MF_161»
Trash, Burn-Up Bin (6/Case)	«MF_162»
Gel Hand Sanitizer (24/Case)	«MF_163»
ICE Compress, Instant (24/Case)	«MF_164»
Helmet, Bullard (Blue)	«MF_165»
First Care Kit, Mylar Blanket (50/Case)	«MF_166»
Fire Extinguisher, 10 lbs,	«MF_167»
Vest, Light Green	«MF_168»
Don-It Post Decontamination, Adult	«MF_169»
Don-It Post Decontamination, Youth	«MF_170»
Triage Tags, (1000/Box)	«MF_171»
Vents	«MF_172»
DuoDotes	«MF_173»
Helmets with light	«MF_174»
Gloves	«MF_175»
Jackets	«MF_176»

Item Name	Quantity
Ballistic Vest	«MF_177»
Nitrile Powder-Free Gloves (Small)	«MF_178»
Nitrile Powder-Free Gloves (Medium)	«MF_179»
Nitrile Powder-Free Gloves (Large)	«MF_180»
Nitrile Powder-Free Gloves (XL)	«MF_181»
6500KW Honda Portable Generator	«MF_182»
Peltor Combat Support BX Goggle	«MF_183»
55 Gallon Steel Tuff Trash Liners	«MF_184»

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