

AGREEMENT FOR PROVISION OF
 POINT OF DISPENSING SITE EQUIPMENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME»
 JULY 1, 2015 THROUGH JUNE 30, 2020

THIS AGREEMENT entered into this 1st day of July 2015, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC_NAME», a local government agency (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Point of Dispensing Site Equipment Services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	3
I. Acronyms	4
II. Alteration of Terms	5
III. Compliance	5
IV. Confidentiality.....	8
V. Delegation, Assignment and Subcontracts.....	8
VI. Employee Eligibility Verification	10
VII. Facilities, Payments and Services.....	10
VIII. Indemnification and Insurance	10
IX. Inspections and Audits	14
X. Licenses and Laws	15
XI. Literature, Advertisements, and Social Media.....	16
XII. Maximum Obligation.....	16
XIII. Nondiscrimination.....	17
XIV. Notices.....	19
XV. Notification Of Public Events And Meetings	19
XVI. Records Management and Maintenance	19
XVII. Research and Publication.....	20
XVIII. Right to Work and Minimum Wage Laws.....	20
XIX. Severability.....	21
XX. Status of Contractor	21
XXI. Term	21
XXII. Termination	22
XXIII. Third Party Beneficiary	23
XXIV. Waiver of Default or Breach.....	24
Signature Page.....	25

CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Definitions	1
II. Services	1

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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:

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

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

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.

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

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

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

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

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

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

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

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

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

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

34 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

11 **IV. CONFIDENTIALITY**

12
13 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
14 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
15 regulations, as they now exist or may hereafter be amended or changed.

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

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

28 **V. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

29
30 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
31 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
32 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
33 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
34 Any attempted assignment or delegation in derogation of this paragraph shall be void.

35 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the
36 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.

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

4 5 **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 16 **VII. FACILITIES, PAYMENTS AND SERVICES**

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

22 23 **VIII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

24 F. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of
25 Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0)
26 by the appropriate line of coverage.

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

29 H. QUALIFIED INSURER

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

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

1 3. The policy or policies of insurance maintained by CONTRACTOR shall provide the
2 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

18 I. REQUIRED COVERAGE FORMS

19 1. The Commercial General Liability coverage shall be written on Insurance Services Office
20 (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

21 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
22 CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

23 J. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
24 following endorsements, which shall accompany the Certificate of Insurance:

25 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
26 as broad naming the County of Orange its elected and appointed officials, officers, agents and
27 employees as Additional Insureds.

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

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

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

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

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

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

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

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

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

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

24 T. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

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

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

14 **IX. INSPECTIONS AND AUDITS**

15
 16 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 17 of the State of California, the Secretary of the United States Department of Health and Human Services,
 18 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 19 access to any books, documents, and records, including but not limited to, financial statements, general
 20 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
 21 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
 22 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
 23 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
 24 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
 25 premises in which they are provided.

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

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

32 **D. AUDIT RESPONSE**

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

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

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

12 **X. LICENSES AND LAWS**

13
 14 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 15 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 16 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 17 required by the laws, regulations and requirements of the United States, the State of California,
 18 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
 19 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 20 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
 21 and exemptions. Said inability shall be cause for termination of this Agreement.

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

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

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

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

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

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

34 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
 35 Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
 36 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
 37 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
2
3 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
4 unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
5 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
6 and over), sexual orientation, medical condition, or physical or mental disability. Additionally, during
7 the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
8 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
9 employment because of his/her ethnic group identification, race, religion, ancestry, color, creed, sex,
10 marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or
11 mental disability.

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

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

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

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

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

32 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
33 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
34 on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,
35 national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability
36 in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
37 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975

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

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

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

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

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

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

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

36 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and
 37 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.

37 //

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

4 **XXII. TERMINATION**

5 A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar day's
6 written notice given the other party.

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

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

13 1. The loss by CONTRACTOR of legal capacity.
14 2. Cessation of services.
15 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
16 another entity without the prior written consent of COUNTY.

17 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
18 required pursuant to this Agreement.

19 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
20 this Agreement.

21 6. The continued incapacity of any physician or licensed person to perform duties required
22 pursuant to this Agreement.

23 7. Unethical conduct or malpractice by any physician or licensed person providing services
24 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
25 removes such physician or licensed person from serving persons treated or assisted pursuant to this
26 Agreement.

27 **D. CONTINGENT FUNDING**

28 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
29 a. The continued availability of federal, state and county funds for reimbursement of
30 COUNTY's expenditures, and

31 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
32 approved by the Board of Supervisors.

33 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
34 terminate or renegotiate this Agreement upon thirty (30) calendar day's written notice given
35 CONTRACTOR. If COUNTY elects to renegotiate this Agreement due to reduced or terminated
36 funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.

37 //

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
31 **XXIII. THIRD PARTY BENEFICIARY**

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

18
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:  _____

DATED: 3/20/15

32 DEPUTY

33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 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.

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 POINT OF DISPENSING SITE EQUIPMENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «UC_NAME»
 8 July 1, 2015 THROUGH June 30, 2020
 9

10 **I. DEFINITIONS**

11 A. "Equipment" means moveable property of a relatively permanent nature with significant value.
 12 Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are
 13 considered Fixed Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges
 14 and other taxes are considered Minor Equipment or Controlled Assets.

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

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

21 D. "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 **II. SERVICES**

25
 26 A COUNTY is loaning CONTRACTOR Equipment. Title to these items shall remain vested in
 27 COUNTY and the Equipment shall be deemed to be "Loaned Equipment" while in the possession of
 28 CONTRACTOR.

29 B. CONTRACTOR agrees to the transportation, presence, and storage of Loaned Equipment at
 30 designated POD site(s) or location of CONTRACTOR's choosing with ADMINISTRATOR'S written
 31 approval, in support of this Agreement. POD site locations may be changed with written mutual consent
 32 of CONTRACTOR and ADMINISTRATOR. The Loaned Equipment, listed in Table A below, is
 33 appropriate for preparation of a public health emergency and/or exercise. In a public health emergency
 34 or exercise, the Loaned Equipment shall serve to:

- 35 1. Identify staff within the POD site;
- 36 2. Provide instructions to direct and orientate individuals through the POD site; and

37 //

1 3. Allow individuals to receive the necessary material during an exercise or Health
2 Emergency.

3 C. With respect to the Loaned Equipment, CONTRACTOR and/or authorized representatives
4 shall:

5 1. Establish a defined and designated secure location(s) and storage area for the Loaned
6 Equipment;

7 2. Continuously and properly maintain and store Loaned Equipment;

8 3. Develop internal policy and procedures for:

9 a. The preparation for mobilization of Loaned Equipment;

10 b. Transportation of Loaned Equipment;

11 c. The training of assigned staff on these policies and procedures; and

12 D. CONTRACTOR may use Loaned Equipment in the course of its everyday provision of services
13 or for training purpose; provided, however, said Loaned Equipment are readily available and in good
14 working order in the event of a public health emergency and/or exercise.

15 E. During a public health emergency and/or exercise, CONTRACTOR is responsible for:

16 1. Transporting Loaned Equipment to POD site and returning Loaned Equipment to the
17 designated secure locations expressed in I.I.C. above;

18 2. Setting-up and breaking down the POD site;

19 3. Providing all non-medical POD staff;

20 4. Providing all non-medical Equipment, including but not limited to, tents, tables and chairs;

21 5. Notifying the local community of the event;

22 6. Providing traffic and/or crowd control;

23 7. Disseminating forms to the public; and

24 8. Providing general assistance to the public and COUNTY staff.

25 F. COUNTY shall loan to CONTRACTOR the following Equipment for each of CONTRACTOR's
26 «PodPlans» POD Sites:

Item	Quantity
POD Storage Case & Step Stool	1
Signage	
Fill Out Form (36 x 48)	1
Show Form (36 x 48)	1
Pick Up Medicine (36 x 48)	1
Get Vaccine (36 x 48)	1
Turn In Form & Exit (36 x 48)	1
Medical Services Facility (22 x 28)	1
Bioterrorism Agent Information (22 x 28)	6

	Signage	Quantity
1		
2	Bioterrorism Symptoms (22 x 28)	6
3	Four Simple Steps (22 x 28)	2
4	Prohibited (22 x 28)	1
5	Exit (11 x 17)	2
6	No Exit (11 x 17)	2
7	Incident Command Post (11 x 17)	1
8	Staff Person Wearing Vest can Assist (11 x 17)	1
9	Break/Staging (11 x 17)	1
10	First Aid (11 x 17)	1
11	Ambulance (11 x 17)	1
12	Staff Registration (11 x 17)	1
13	Please Wait (11 x 17)	2
14	Family Line (11 x 17)	2
15	Adult Line (11 x 17)	3
16	Arrows	8
17	Entrance Banner (22 x 28)	2
18	Stop - Fill Out Form (22 x 28)	1
19	Stop - Turn in Form & Exit (22 x 28)	1
20	Hardware	
21	Metal A-frames	4
22	Collapsible Easels	4
23	Metal Stantions (Part# 05-015CH)	4
24	6-foot Cardboard Poles and Mount Caps	13
25	Wire Feet	26
26	Plastic Display Sleeves	10
27	Vests	
28	Red - XL	80
29	Orange - XL	25
30	Blue - XL	5
31	Yellow - XL	6
32	Lime Green - XL	30
33	General Supplies	
34	Clipboards	20
35	Pens - Boxes	1
36	POD Field Operations Guide	1
37	//	

1 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Equipment set forth in subparagraph II. F., above.

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