

AGREEMENT FOR PROVISION OF
~~EMERGENCY~~ PREPAREDNESS AND RESPONSE PROGRAM
~~TO DISASTERS AND BIOTERRORISM SERVICES~~

BETWEEN
COUNTY OF ORANGE
AND

~~THE ORANGE COUNTY, INC. DBA KINDRED HOSPITAL BREA~~

«UC_NAME»

JULY 1, ~~2010~~2015 THROUGH JUNE 30, ~~2015~~2020

THIS AGREEMENT entered into this 1st day of July ~~2010~~2015, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and ~~THE ORANGE COUNTY, INC. DBA KINDRED HOSPITAL BREA, a for profit corporation~~ «UC_NAME», a «CORPSTAT» (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 ~~Emergency~~ Preparedness and Response ~~to Disasters and Bioterrorism~~ Program 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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REFERENCED CONTRACT PROVISIONS

~~Master Agreement~~ Term: July 1, ~~2010~~2015 through June 30, ~~2015~~2016

Maximum Obligation: \$0

Notices to COUNTY and CONTRACTOR:

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

~~CONTRACTOR: THC - Orange County, Inc. dba Kindred Hospital Brea~~

11 Diane Zeoli, CEO
12 875 North Brea Boulevard
13 Brea, CA 92821

55 **CONTRACTOR's Insurance Coverages:**

77	Coverage	Minimum Limits
99	Comprehensive General Liability with	\$1,000,000 combined single limit
100	-broad form Property damage and	per occurrence
111	-contractual liability	\$2,000,000 aggregate
122	Automobile Liability, including coverage	\$1,000,000 combined single limit
133	-for owned, non-owned and hired vehicles	per occurrence
144	Workers' Compensation	Statutory
166	Employer's Liability Insurance	\$1,000,000 per occurrence
177	Professional Liability Insurance	\$1,000,000 per claims made or
188		per occurrence

199 County of Orange
200 Health Care Agency
211 Program Manager
222 Health Disaster Management Division
233 405 West 5th Street, Suite 310
Santa Ana, CA 92701

244 CONTRACTOR: «LC NAME»
255 «CONTACT NAME»
266 «ADDRESS»
277 «CITY STATE ZIP»
288 «CONTACT EMAIL»
299 «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

41	AD. PC	State of California Penal Code
22	AE. PCI DSS	Payment Card Industry Data Security Standard
33	AF. PHI	Protected Health Information
44	AG. PII	Personally Identifiable Information
55	AH. PRA	Public Record Act
66	AI. SIR	Self-Insured Retention
77	AJ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
88		Act, Public Law 111-005
99	AK. USC	United States Code
100	AL. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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113 ~~A. This Agreement, together with Exhibit A, attached hereto and incorporated herein by~~
114 ~~reference, fully expresses all the complete~~ understanding of COUNTY and CONTRACTOR with respect
115 to the subject matter of this Agreement, ~~and shall constitute the total Agreement between the parties for~~
116 ~~these purposes. No.~~

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

III. COMPLIANCE

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

126 1. ADMINISTRATOR shall ~~ensure that~~ provide CONTRACTOR ~~is made aware~~ with a copy of
127 the relevant HCA policies and procedures relating to ADMINISTRATOR's HCA's Compliance
128 Program, HCA's Code of Conduct and General Compliance Trainings.

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

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

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

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all required elements.

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

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

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

~~B. CODE OF CONDUCT—ADMINISTRATOR has developed a Code of Conduct for adherence by ADMINISTRATOR's employees and contract providers.~~

~~1. ADMINISTRATOR shall ensure that~~ SANCTION SCREENING ~~— CONTRACTOR is made aware of ADMINISTRATOR's Code of Conduct.~~

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

~~shall~~ 3. CONTRACTOR has the option to adhere to ADMINISTRATOR's Code of Conduct or

11 establish its own.

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

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

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

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

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

188 ~~C. COVERED INDIVIDUALS CONTRACTOR shall~~ all screening policies and procedures and
 199 screen all Covered Individuals employed or retained to provide services related to this Agreement to
 200 ensure that they are not designated as "Ineligible Persons," as ~~defined hereunder.~~ pursuant to this
 221 Agreement. Screening shall be conducted against the General Services Administration's List of Parties
 222 Excluded from Federal Programs and Parties List System or System for Award Management, the Health
 233 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
 244 California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the
 255 ADMINISTRATOR.

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

335 2. An ~~1.~~ Ineligible Person shall be any individual or entity who:

366 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in ~~the~~

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1 federal and state health care programs; or

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

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8 ~~2~~ 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or
9 engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative
10 to this Agreement.

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

17 45. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
18 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
19 CONTRACTOR shall notify ADMINISTRATOR immediately ~~upon such disclosure~~ if a Covered
20 Individual providing services directly relative to this Agreement becomes debarred, excluded or
21 otherwise becomes an Ineligible Person.

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

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

35 **D. REIMBURSEMENT STANDARDS**

36 ~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care~~

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~~11 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
22 and are consistent with federal, state and county laws and regulations.~~

~~33 2. CONTRACTOR shall submit no false, fraudulent, inaccurate or fictitious claims for
44 payment or reimbursement of any kind.~~

~~55 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
66 fully documented. When such services are coded, CONTRACTOR shall use accurate billing codes to
77 accurately describe the services provided and to ensure compliance with all billing and documentation
88 requirements.~~

~~99 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
100 coding of claims and billing, if and when, any such problems or errors are identified.~~

~~111 EC. COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance Training
122 and Provider Compliance Training, where appropriate, available to Covered Individuals.~~

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

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

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

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

222 D.

III. CONFIDENTIALITY

MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

356 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
367

11 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 ~~CONTRACTOR~~ 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. ~~The agreement~~ 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~~
DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY; ~~provided, however, obligations undertaken by CONTRACTOR pursuant to this Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in advance, in writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity under subcontract, and include any provisions that ADMINISTRATOR may require. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement.~~ 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.

1. If CONTRACTOR is a ~~B. For CONTRACTORS which are~~ nonprofit corporations organization, any change from a nonprofit corporation to any other corporate structure of

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

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

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

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

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

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

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

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

ADMINISTRATOR has required.

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

3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, 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
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 U.S.C. 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.

VI. EQUIPMENT

~~A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as moveable property of a relatively permanent nature with significant value. Equipment which costs \$5,000 or over, including sales taxes, freight charges and other taxes are considered Fixed Assets. Equipment which cost less than \$5,000, including sales taxes, freight charges and other taxes are considered Minor Equipment or Controlled Assets.~~

~~B. COUNTY has loaned CONTRACTOR Equipment ("Loaned Equipment"). Title to these items remains vested in COUNTY. Such Loaned Equipment shall be properly maintained by CONTRACTOR.~~

~~C. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of Loaned Equipment. EQUIPMENT shall be tagged with a COUNTY issued tag. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Loaned Equipment to COUNTY.~~

~~D. CONTRACTOR must report any loss or theft of Loaned Equipment in accordance with the~~

11 procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition,
 22 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
 33 Loaned Equipment are moved from one location to another or returned to COUNTY as surplus.

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55 — E. Unless this Agreement is followed without interruption by another agreement between the
 66 parties for substantially the same type and scope of services, at the termination of this Agreement for
 77 any cause, CONTRACTOR shall return to COUNTY all Loaned Equipment purchased with funds paid
 88 through this Agreement.

100 VII. ~~INDEMNIFICATION AND INSURANCE~~ FACILITIES, PAYMENTS AND SERVICES

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

177 VIII. INDEMNIFICATION AND INSURANCE

188 A. CONTRACTOR shall agree to indemnify, defend with counsel approved in writing by
 199 COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those
 200 special districts and agencies for which the COUNTY's Board of Supervisors acts as the governing
 211 Board ("~~COUNTY INDEMNITEES~~") harmless from ~~and against~~ any ~~and all~~ claims, demands or
 222 liability, ~~loss, expense, or claims for~~ of any kind or nature, including but not limited to personal injury or
 233 damages property damage, arising ~~out~~ from or related to the services, products or other performance
 244 provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against
 255 CONTRACTOR and COUNTY by a court of competent jurisdiction because of the ~~performance of this~~
 266 Agreement, but only in proportion to and to the extent such concurrent active negligence of COUNTY or
 277 COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability, ~~loss, expense or claims~~
 288 for injury or damages are caused by or result from the negligent or intentional acts or omissions,
 299 including the actual or alleged sexual misconduct of CONTRACTOR, its officers, employees, or agents
 300 will be apportioned as determined by the court. Neither party shall request a jury apportionment.

311 B. COUNTY shall agree to indemnify, defend and hold CONTRACTOR, its ~~appointed officials,~~
 322 officers, employees, and/or agents harmless from ~~and against~~ any ~~and all~~ liability, loss, expense, or
 333 claims ~~for injury, demands, or damages arising out~~ liability of the performance of this Agreement, but
 334 only in proportion to and to the extent such liability, loss, expense, ~~any kind~~ or claims for injury or
 335 damages are caused by or result from the negligent or intentional acts or omissions ~~nature,~~ including the
 336 actual or alleged sexual misconduct of COUNTY, its officers, employees, or agents 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

~~C. Neither termination of this Agreement nor completion of the acts to be performed under this Agreement shall release any party from its obligation to indemnify as to claims or cause of action asserted.~~

~~D. COUNTY and CONTRACTOR warrant~~ 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. they are self-insured or maintain policies of insurance placed~~ Each party agrees to provide the indemnifying party with ~~reputable~~ 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. ~~companies~~ 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~~ state of California (California Admitted Carrier).

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:

Coverage	Minimum Limits
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 ~~insure the perils of bodily injury, medical, professional liability and property damage~~ shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least

11 as broad naming the County of Orange its elected and appointed officials, officers, agents and
12 employees as Additional Insureds.

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

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

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

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

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

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

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

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

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

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

45 T. SUBMISSION OF INSURANCE DOCUMENTS

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

47

1 a. Prior to the start date of this Agreement.
 2 b. No later than the expiration date for each policy.
 3 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
 4 changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.
 5 2. The COI and endorsements shall be provided to the COUNTY at the address as referenced
 6 in the Referenced Contract Provisions of this Agreement.
 7 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
 8 provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall
 9 have sole discretion to impose one or both of the following:
 10 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
 11 pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the
 12 required COI and endorsements that meet the insurance provisions stipulated in this Agreement are
 13 submitted to ADMINISTRATOR.
 14 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
 15 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
 16 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
 17 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.
 18 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
 19 CONTRACTOR's monthly invoice.
 20 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 21 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
 22 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.
 23

24 IX. ~~INSPECTIONS AND AUDITS~~ INSPECTIONS AND AUDITS

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

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

11 ~~subparagraph~~ Subparagraph A. above in any evaluation or monitoring of the services provided pursuant
 22 to this Agreement, and shall provide the above-mentioned persons adequate office space to conduct
 33 such evaluation or monitoring.

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

66 D. AUDIT RESPONSE

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

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

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

244
 255 **X. LICENSES AND LAWS LICENSES AND LAWS**

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

334 ~~— B. CONTRACTOR shall comply with all laws, rules or regulations applicable to the services~~
 355 ~~provided hereunder, as any may now exist or be hereafter changed.~~

366 ~~— C~~ 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; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.

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

XI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. NONDISCRIMINATION

If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall

11 develop social media policies and procedures and have them available to ADMINISTRATOR upon
12 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used
13 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
14 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
15 media developed in support of the services described within this Agreement. CONTRACTOR shall also
16 include any required funding statement information on social media when required by
17 ADMINISTRATOR.

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

20 **XII. MAXIMUM OBLIGATION**

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

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28 //

29 **XIII. NONDISCRIMINATION**

30 A. EMPLOYMENT

31 1. During the ~~performance~~ term of this Agreement, CONTRACTOR and its Covered
32 Individuals shall not unlawfully discriminate against any employee or applicant for employment because
33 of his/her ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national
34 origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability.
35 ~~CONTRACTOR shall warrant that the evaluation and treatment of employees and applicants for~~
36 ~~employment are free from discrimination~~ Additionally, during the term of this Agreement,
37 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall
38 not unlawfully discriminate against any employee or applicant for employment because of his/her ethnic
39 group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40
40 and over), sexual orientation, medical condition, or physical or mental disability.

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

45 3. CONTRACTOR shall not discriminate between employees with spouses and employees

11 with domestic partners, or discriminate between domestic partners and spouses of those employees, in
22 the provision of benefits.

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

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

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133 #
144 #

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

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

233 B. SERVICES, BENEFITS, AND FACILITIES - CONTRACTOR and/or subcontractor shall not
244 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
255 on the basis of ethnic group identification, race, religion, ancestry, color, creed, color, sex, marital
266 status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental
277 disability pursuant to all applicable federal and state laws and regulations, as all may now exist or be
288 hereafter amended or changed, in accordance with Title IX of the Education Amendments of 1972 as
299 they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the
300 Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800,
311 et seq.) of the California Code of Regulations,) as applicable, and all other pertinent rules and
332 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
333 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
334 paragraph, Discrimination includes, but is not limited to the following based on one or more of the
335 factors identified above:

366 ~~C~~ 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 agrees and/or subcontractor agree to comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, (29 U.S.C.A. USC 794 et seq., as implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 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 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

XIV. ~~NOTICES~~NOTICES

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

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

66 | 2. When faxed, transmission confirmed;

77 | 3. When sent by ~~electronic mail~~ Email; or

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

100 | B. Termination Notices shall be addressed as specified ~~on Page 3~~ in the Referenced Contract
 111 | Provisions of this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective
 122 | when faxed, transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal
 133 | Express, United Parcel Service, or other expedited delivery service.

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

188 | D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
 199 | ADMINISTRATOR.

221 | **XV. RECORDS MANAGEMENT NOTIFICATION OF PUBLIC EVENTS AND
 222 | MAINTENANCE MEETINGS**

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

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

331 | **XVI. RECORDS MANAGEMENT AND MAINTENANCE**

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

335 | ~~B. CONTRACTOR shall implement and maintain administrative, technical and physical~~
 336 | ~~safeguards to ensure the privacy of protected health information (PHI) and prevent the intentional or~~
 337 |

~~11 unintentional use or disclosure of PHI in violation of the Health Insurance Portability and
22 Accountability Act of 1996 (HIPAA), federal and state regulations and/or COUNTY HIPAA Policies
33 (see COUNTY HIPAA P&P 1-2). CONTRACTOR shall mitigate to the extent practicable, the known
44 harmful effect of any use or disclosure of protected health information made in violation of federal or
55 state regulations and/or COUNTY policies.~~

~~66 — C. CONTRACTOR’s patient records shall be maintained in a secure manner. CONTRACTOR
77 shall maintain patient records and must establish and implement written record management procedures.~~

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

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

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

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

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

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

233 I H. CONTRACTOR shall notify ADMINISTRATOR of any Public Record Act (PRA) request
244 requests related to, or arising out of, this Agreement, within twenty four (24) forty-eight (48) hours.
255 CONTRACTOR shall provide ADMINISTRATOR all information that is requested by the PRA
266 request.

XVII. SEVERABILITY, RESEARCH AND PUBLICATION

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

XVIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

11 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
12 identity of their employees and their eligibility for employment in the United States.

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

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

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

27 **XIX. SEVERABILITY**

28 If a court of competent jurisdiction declares any provision of this Agreement or application thereof
29 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any
30 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or
31 #
32 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain
33 in full force and effect, and to that extent the provisions of this Agreement are severable.

34 **XX. ~~STATUS OF~~ STATUS OF CONTRACTOR**
35 **CONTRACTOR**

36 ~~Each party~~ is, and shall at all times be deemed to be, an independent contractor and shall be wholly
37 responsible for the manner in which it performs the services required of it by the terms of this
38 Agreement. ~~Each party~~ CONTRACTOR is entirely responsible for compensating staff, subcontractors,
39 and consultants employed by ~~that party~~ CONTRACTOR. This Agreement shall not be construed as
40 creating the relationship of employer and employee, or principal and agent, between COUNTY and
41 CONTRACTOR or any of ~~either party's~~ CONTRACTOR's employees, agents, consultants, or
42 subcontractors. ~~Each party~~ CONTRACTOR assumes exclusively the responsibility for the acts of its
43 employees, agents, consultants, or subcontractors as they relate to the services to be provided during the
44 course and scope of their employment. ~~Each party~~ CONTRACTOR, its agents, employees, consultants,

11 or subcontractors, shall not be entitled to any rights or privileges of ~~the other party's~~ COUNTY's
22 employees and shall not be considered in any manner to be COUNTY's employees ~~of the other party.~~

44 **XXI. ~~TERM~~ TERM**

55 | A. This specific Agreement with CONTRACTOR is only one of several agreements to which the
66 term of this ~~Master~~ Agreement applies. ~~The term of this Master~~ This specific Agreement shall
77 commence ~~on~~
88 ~~July 1, 2010 and~~ as specified in the Reference Contract Provisions of this Agreement or the execution
99 date, whichever is later. This specific Agreement shall terminate ~~on June 30, 2015~~ as specified in the
100 Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as provided in
111 this Agreement; provided, however, ~~that the specific term for~~ CONTRACTOR shall be ~~as specified on~~
122 ~~Page 3 of this Agreement; and provided further that the parties shall continue to be~~ obligated to ~~comply~~
133 ~~with the requirements and~~ perform ~~the such~~ duties ~~specified in~~ as would normally extend beyond this
144 Agreement. ~~Such duties include~~ term, including but ~~are~~ not limited to, obligations with respect to
155 confidentiality, indemnification, audits, reporting, and accounting.

166 //
177 B. ~~Any~~ administrative duty or obligation to be performed pursuant to this Agreement on a
188 weekend or holiday may be performed on the next regular business day.

200 **XXII. ~~TERMINATION~~ TERMINATION**

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

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

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

- 299 1. The loss by CONTRACTOR of legal capacity.
- 300 2. Cessation of services.
- 311 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
332 another entity without the prior written consent of COUNTY.
- 333 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
334 required pursuant to this Agreement.
- 335 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
366 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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E. In the event this Agreement is suspended or terminated prior to the completion of the term as specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced term of the Agreement.

F. In the event this Agreement is terminated by either party, ~~after receiving a Notice of Termination~~ pursuant to Subparagraphs B., C. or D. above, CONTRACTOR shall do the following:

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

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

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

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

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

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

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

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

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

133 ~~XXIII. THIRD PARTY BENEFICIARY~~

144 THIRD PARTY BENEFICIARY

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

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221 ~~XXIV. WAIVER OF DEFAULT OR BREACH~~

222 WAIVER OF DEFAULT OR BREACH

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

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

~~THC—ORANGE COUNTY, INC. DBA KINDRED HOSPITAL BREA~~

PARA XXV SIG

«UC NAME»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

1 TITLE: _____

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COUNTY OF ORANGE

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BY: _____

DATED: _____

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-HEALTH CARE AGENCY

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APPROVED AS TO FORM

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OFFICE OF THE COUNTY COUNSEL

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ORANGE COUNTY, CALIFORNIA

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BY: _____

DATED: _____

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DEPUTY

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If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or 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 HCA ADMINISTRATOR.

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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
~~EMERGENCY~~ PREPAREDNESS AND RESPONSE PROGRAM
~~TO DISASTERS AND BIOTERRORISM SERVICES~~
~~THE ORANGE COUNTY, INC. DBA KINDRED HOSPITAL BREA~~
 JULY BETWEEN
 COUNTY OF ORANGE
 AND
 «UC_NAME»
 July 1, 2010 2015 THROUGH JUNE June 30, 2015 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 «MF8_DSG1»
- Emergency Ambulance Service (EAS) «MF8_DSG2»
- Long Term Care Facility (LTC) «MF8_DSG3»
- Non-Paramedic Emergency Receiving Center ~~X~~«MF8_DSG4»
(NON-PRCERC)
- Paramedic Emergency Receiving Center (PRCERC) «MF8_DSG5»

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. “~~CADHS~~ CDPH” means California Department of Public Health ~~Services~~.
- 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

1 community. Facilities may provide short and long-term rehabilitative services as well as chronic health
 2 ~~care management.~~

3 care management.

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5 E. “Mass Casualty Event” (MCE) ~~means an event which occurs suddenly injuring many~~
 6 ~~individuals and which~~ is defined as a situation that stresses the first responders as well the healthcare
 7 system. It overwhelms one or more of the medical response systems within the County; thus causing
 8 medical mutual aid to be requested ~~from sources outside of Orange County.~~

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10 F. “Mass Casualty Incident” (MCI) ~~means~~ is defined as an ~~emergency~~ incident ~~in which the~~
 11 ~~incident commander determines~~ with sufficient patients such that ~~the number~~ additional resources and
 12 ~~extent of casualties exceeds the communication capabilities of the day to day advanced life support~~
 13 ~~system. A MCI event also exceeds the local responder’s ability to manage casualties utilizing the Orange~~
 14 ~~County Multiple Victim Incident Plan.~~ command is established.

15 G. “Non-Paramedic Emergency Receiving Center” (NON-~~PRC~~ERC) means a health care provider
 16 or facility operating in support of patient care in the event of a mass casualty event.

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

21 I. “Preparedness and Response Equipment” means any Equipment provided under this
 22 Agreement, including any combination of Major or Minor Equipment.

23 III. REPORTS

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

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

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

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

34 B. POLICIES AND PROCEDURES – ~~By January 1, 2011,~~ On August 1 of every year, The
 35 CONTRACTOR shall submit internal policies and procedures for:

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

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

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

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

7 IV. SERVICES

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9 A. CONTRACTOR agrees that the presence and maintenance of Preparedness and Response
10 Equipment in support of this Agreement as directed by ADMINISTRATOR, are appropriate in
11 preparation for a mass casualty event. In a mass casualty event or other public health emergency, the
12 Preparedness and Response Equipment shall serve to:

13 1. Enhance surge MCE capabilities via the provision of medical and surgical equipment ~~and~~
14 ~~supplies tailored specifically toward treatment of MCE victims;~~

15 2. Promote CONTRACTOR'S surge capacity cooperation by assisting hospitals, ambulance
16 operators ~~and~~ long term care, community clinics and other health care partners within Orange County
17 that serve large geographic regions and;

18 3. Promote surge capacity cooperation and assistance with other counties.

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

20 1. Establish a defined and designated secure location and storage area for Preparedness and
21 Response Equipment.

22 2. Continuously and properly maintain and store Preparedness and Response Equipment.

23 3. Develop internal policy and procedures for:

24 a. The maintenance, storage, and rotation of medical and surgical supplies,

25 b. The preparation for mobilization of Preparedness and Response Equipment,

26 c. The training of assigned staff on ~~these policies and procedures~~ use of assigned
27 equipment.

28 4. Rotate the medical and surgical supplies with CONTRACTOR'S stock ~~of supplies~~ as
29 indicated in ~~order~~ equipment distribution list. This is to ensure medications, medical and surgical
30 supplies are not expired in the event of an emergency.

31 a. Incorporate core medical and surgical supply items with expiration dates into regular
32 CONTRACTOR usage and replace as used.

33 b. CONTRACTOR may use Preparedness and Response Equipment in the course of its
34 everyday provision of services or for training purposes; provided, however, said Preparedness and
35 Response Equipment are readily available, in good working order, and transportable in the event of a
36 MCE.
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1 C. CONTRACTOR shall provide ADMINISTRATOR with a contact person or position/title and
 2 appropriate contact information should Preparedness and Response Equipment need to be mobilized.

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 4 D. Disaster Response Partnership

5 1. CONTRACTOR shall be a designated partner of COUNTY for disaster response purposes.
 6 As such, CONTRACTOR shall participate in disaster exercises at the request of COUNTY and shall
 7 have disaster plans and equipment in place to prepare for, respond to, and mitigate a ~~large-scale~~ disaster
 8 in which ~~a large number of casualties may be anticipated~~ local resources are overwhelmed.

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

13 ~~3. COUNTY shall use its best efforts to assist CONTRACTOR in recouping costs associated~~
 14 ~~with the disaster response activities to the extent permitted by law.~~

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18 **V. EQUIPMENT DISTRIBUTION**

19 As a designated ~~MF8A_DSG1»MF8A_DSG2»MF8A_DSG3»NON-~~
 20 ~~PRC»MF8A_DSG4»MF8A_DSG5»~~ CONTRACTOR shall receive the Equipment indicated below.
 21 ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to amend the list of Equipment
 22 below. Should the Agreement terminate, CONTRACTOR shall return any and all equipment to
 23 COUNTY.

Item Name	Quantity
PAPR's (with 1 Lithium Battery and 3 Cartridges each)	MF 9»
Decon 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, handwipe hand wipe, no suit	MF 12»
FR-57 Cartridges - 6/ pk pack	MF 13»
Chem Tape (case)	MF 14»
"Idecon Kits" post decon decontamination sets, Youth	MF 15»
"Idecon Kits" post decon decontamination sets, Adult	MF 16»
"Idecon Kits" post decon decontamination sets, Large Adult	MF 17»
Don-It Adult	MF 18»

Item Name	Quantity
Don-It Youth	«MF 19»
Qwik Decon decontamination kit, Youth	«MF 20»
Qwik Decon decontamination kit, Adult	«MF 21»
Qwik Decon decontamination kit, Large Adult	«MF 22»
Decon Decontamination sets, Youth	«MF 23»
Decon Decontamination sets, Adult	«MF 24»
Decon Decontamination sets, Large Adult	«MF 25»
Decon Decontamination Tent: without center curtain shower heads	«MF 26»
Decon 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>	«MF 36»
Frames w/ flat plastic pieces (2)	«MF 37»
Backboards (2)	«MF 38»
Decon 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 Decon 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»

<u>1</u>	Item Name	Quantity
<u>2</u>	3M N95-Small 20/box	«MF 54»
<u>3</u>	3M N95-Regular 20/box	«MF 55»
<u>4</u>	3M N95-Large (9210) 20/ pk pack	«MF 56»
<u>5</u>	Cots (Type: Military folding or no name)	«MF 57»
<u>6</u>	Cots (Type: Coleman)	«MF 58»
<u>7</u>	Cots (Type: Byer)	«MF 59»
<u>8</u>	Cribs	«MF 60»
<u>9</u>	Triage Tags (1000)	«MF 61»
<u>10</u>	Nebulizer/Atomizer Unit & Circuit A/C,D/C & Rechargeable Battery	«MF 62»
<u>11</u>	Nebulizer Administration Set	«MF 63»
<u>12</u>	LSP Autovent Transport Ventilator	«MF 64»
<u>13</u>	Ventilator Circuit Valves	«MF 65»
<u>14</u>	Vortran Gas Powered Ventilator 10/case	«MF 66»
<u>15</u>	Mobile Oxygen Delivery System	«MF 67»
<u>16</u>	Self-contained WS-S3A two basin sink	«MF 68»
<u>17</u>	Water Bladders (500 Gal) (Includes Vent Cap) (2)	«MF 69»
<u>18</u>	Stairchair - Stryker (bracket & cover)	«MF 70»
<u>19</u>	Paramed Paraslydes with backboard	«MF 71»
<u>20</u>	Paramed Parasleeve	«MF 72»
<u>21</u>	Paramed Safeslyde Kits	«MF 73»
<u>22</u>	Module Cage 1-8 (Check Cage 3 expiration List)	«MF 74»
<u>23</u>	5 Drawer Work Center, Rubbermaid	«MF 75»
<u>24</u>	HVAC System (Port-A-Cool) - 4800 CFM	«MF 76»
<u>25</u>	Mintie Technologies HEPA w/ manifold OA1000V	«MF 77»
<u>26</u>	Mintie Technologies HEPA w/ manifold OA2000V	«MF 78»
<u>27</u>	Mintie Ante Room	«MF 79»
<u>28</u>	ECU2 (2)	«MF 80»
<u>29</u>	Corridor Flange (1)	«MF 81»
<u>30</u>	Cuffs (2: 1ft and 5ft)	«MF 82»
<u>31</u>	HAM Antenna and Coax	«MF 83»
<u>32</u>	LMR-400 ULTRAFLX	«MF 84»
<u>33</u>	CSVA Throat Mic/Voice Amp	«MF 85»
<u>34</u>	SRVA Voice Amp/Radio Interface	«MF 86»
<u>35</u>	NiMh Rechargeable Battery	«MF 87»
<u>36</u>	NiMh Charger	«MF 88»

<u>1</u>	Item Name	Quantity
<u>2</u>	Generator, Honda	«MF 89»
<u>3</u>	Ram Fan (AIR) Heater ED7002 (ED7125-HT; HA-01)	«MF 90»
<u>4</u>	Heater	«MF 91»
<u>5</u>	Blower	«MF 92»
<u>6</u>	Canister (ducting/coupler)	«MF 93»
<u>7</u>	Propane Hose	«MF 94»
<u>8</u>	Ram Fan (AIR) Heater 2600 C (ED 7025; UB-20)	«MF 95»
<u>9</u>	Heater	«MF 96»
<u>10</u>	Blower	«MF 97»
<u>11</u>	Ducting	«MF 98»
<u>12</u>	Coupler Connection	«MF 99»
<u>13</u>	Propane Hose	«MF 100»
<u>14</u>	TVI Heater (AIR) AH-125-15 w/ Ducting (1) and hose	«MF 101»
<u>15</u>	Radios, Motorola Magone (BPR40)	«MF 102»
<u>16</u>	Decon Decontamination Trailers (large)	«MF 103»
<u>17</u>	Decon Decontamination Trailers (small)	«MF 104»
<u>18</u>	CONEX Container - 40 foot	«MF 105»
<u>19</u>	CONEX Container - 20 foot	«MF 106»
<u>20</u>	Air-Mate	«MF 107»
<u>21</u>	Refrigerated Conex (40 foot)	«MF 108»
<u>22</u>	Decon Decontamination Tent 3 Line	«MF 109»
<u>23</u>	Ventilator (EPV200)	«MF 110»
<u>24</u>	PEEP Valve	«MF 111»
<u>25</u>	Ventilator Circuit	«MF 112»
<u>26</u>	Body Rack System (E-Rack)	«MF 113»
<u>27</u>	Body Bag (BioSeal)	«MF 114»
<u>28</u>	Triage Tags 50/ pk pack	«MF 115»
<u>29</u>	Face Shield 96/ es case	«MF 116»
<u>30</u>	Pediatric Surgical Mask 2500/ es case	«MF 117»
<u>31</u>	Helmet	«MF 118»
<u>32</u>	Coat Large	«MF 119»
<u>33</u>	Coat XXL	«MF 120»
<u>34</u>	Gloves Large	«MF 121»
<u>35</u>	Gloves Jumbo	«MF 122»
<u>36</u>	Maglite HD Flashlight w/ D batteries	«MF 123»
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	Item Name	Quantity
1	Motorola 2-way radio, 25 mile	«MF 124»
2	Tripod extension Lt, 7 ft <u>foot height</u> , 2 ts <u>liters</u>	«MF 125»
3	N95 Flat Fold	«MF 126»
4	Isolation Gown (50/ es <u>case</u>)	«MF 127»
5	Ambidex Dispoable <u>Disposable</u> Nitrile - Powder (100/box)	«MF 128»
6	50 ft <u>foot</u> 13amp outdoor extension cord	«MF 129»
7	7000 kw Inverter Generator	«MF 130»
8	Adult Linen kit - K-ALINEN	«MF 131»
9	Bedding Pillows - size 18	«MF 132»
10	Disposable blanket	«MF 133»
11	50 amp Power Distribution Center with Cable	«MF 134»
12	EMS Duffle Bag	«MF 135»
13	Mass Care Trailer – Ambulance Module	«MF 136»
14	Folding Chairs	«MF 137»
15	Tarps (Blue) – 16’ X 20’	«MF 138»
16	Ice Cooler – Igloo, Marine Roller 70	«MF 139»
17	18” Traffic Cones, Orange	«MF 140»
18	Megaphone Bullhorn, 10 Watts	«MF 141»
19	Backboard (MCI Prolite)	«MF 142»
20	Backboard Straps	«MF 143»
21	Oxygen, “E” Size Cylinder - Toggle Top	«MF 144»
22	Regulator Oxygen	«MF 145»
23	Compact Wheel Stand and WindSock (Fold Down)	«MF 146»
24	Table	«MF 147»
25	Easy Up Shelter Side Wall, White	«MF 148»
26	Easy Up Shelter Weight Bag (2/Tent)	«MF 149»
27	Trailer Owners Manual	«MF 150»
28	Padlock, Outside	«MF 151»
29	Padlock, Tongue	«MF 152»
30	Padlock Keys: 1 Masterlock, 1 Tongue	«MF 153»
31	Biohaz Trash Bag, 37” X 48”, Red (100/Box)	«MF 154»
32	Splints, 12” Cardboard (25/Case)	«MF 155»
33	Splints, 18” Cardboard (25/Case)	«MF 156»
34	Faceshield Mask Combo-Splash (100/Box)	«MF 157»
35	Emergency Response Guide - Orange	«MF 158»

<u>1</u>	Item Name	Quantity
<u>2</u>	Red Bag – Fire Fighter	«MF_159»
<u>3</u>	Caution Tape (Roll)	«MF_160»
<u>4</u>	Biohaz Trash Bag, 43” X 55”, Red (200/Box)	«MF_161»
<u>5</u>	Trash, Burn-Up Bin (6/Case)	«MF_162»
<u>6</u>	Gel Hand Sanitizer (24/Case)	«MF_163»
<u>7</u>	ICE Compress, Instant (24/Case)	«MF_164»
<u>8</u>	Helmet, Bullard (Blue)	«MF_165»
<u>9</u>	First Care Kit, Mylar Blanket (50/Case)	«MF_166»
<u>10</u>	Fire Extinguisher, 10 lbs,	«MF_167»
<u>11</u>	Vest, Light Green	«MF_168»
<u>12</u>	Don-It Post Decon Decontamination, Adult	«MF_169»
<u>13</u>	Don-It Post Decon Decontamination, Youth	«MF_170»
<u>14</u>	Triage Tags, (1000/Box)	«MF_171»
<u>15</u>	Vents	«MF_172»
<u>16</u>	DuoDotes	«MF_173»
<u>17</u>	Helmets with light	«MF_174»
<u>18</u>	Gloves	«MF_175»
<u>19</u>	Jackets	«MF_176»
<u>20</u>	Ballistic Vest	«MF_177»
<u>21</u>	Nitrile Powder-Free Gloves (Small)	«MF_178»
<u>22</u>	Nitrile Powder-Free Gloves (Medium)	«MF_179»
<u>23</u>	Nitrile Powder-Free Gloves (Large)	«MF_180»
<u>24</u>	Nitrile Powder-Free Gloves (XL)	«MF_181»
<u>25</u>	6500KW Honda Portable Generator	«MF_182»
<u>26</u>	Peltor Combat Support BX Goggle	«MF_183»
<u>27</u>	55 Gallon Steel Tuff Trash Liners	«MF_184»
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