

AGREEMENT FOR PROVISION OF  
POINT OF DISPENSING SITE ~~EXERCISE~~ SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«UC\_Name»

JULY 1, ~~2011~~2012 THROUGH JUNE 30, ~~2012~~2013

THIS AGREEMENT entered into this 1st day of July, ~~2011~~2012, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «UC\_Name», a California 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~~Provision of Point of Dispensing (~~POD~~) Site ~~Planning~~ Services ~~for the Cities Readiness Initiative Services Program~~ described herein ~~to~~within the ~~residents of~~ Orange County area; and

~~— WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of POD Site Exercise Services for the Point of Dispensing Sites 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**

**Term:** July 1, ~~2011~~2012 through June 30, ~~2012~~2013

**Total Aggregate Maximum Obligation:** ~~—\$28~~ \$250,000

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Actual Cost

**Notices to COUNTY and CONTRACTOR:**

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

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

**CONTRACTOR:**

«Copy»  
 «LC\_Name» «Name\_2»  
 «Contact\_Name» «Contact\_2»  
 «ADDRESS» «Address\_2»  
 «CITYSTATEZIP» «CityStateZip\_2»

CONTRACTOR: «LC Name»  
 «Contact Name»  
 «Address»  
 «City »«State »«zip»

**CONTRACTOR’s Insurance Coverages:**

<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
Employer's Liability Insurance	\$1,000,000 per occurrence

**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.	CFR	Code of Federal Regulations
F.	CHPP	COUNTY HIPAA Policies and Procedures
G.	CHS	Correctional Health Services
H.	D/MC	Drug/Medi-Cal
I.	DMH	Department of Mental Health
J.	DPFS	Drug Program Fiscal Systems
K.	DRS	Designated Record Set
L.	HCA	Health Care Agency
M.	HHS	Health and Human Services
N.	HIPAA	Health Insurance Portability and Accountability Act
O.	HSC	California Health and Safety Code
P.	HSEEP	Homeland Security Exercise and Evaluation Program
Q.	MHP	Mental Health Plan
R.	OCJS	Orange County Jail System
S.	OCPD	Orange County Probation Department
T.	OCR	Office for Civil Rights
U.	OCSD	Orange County Sheriff's Department
V.	OIG	Office of Inspector General
W.	OMB	Office of Management and Budget
X.	OPM	Federal Office of Personnel Management
Y.	PADSS	Payment Application Data Security Standard
Z.	PC	State of California Penal Code
AA.	PCI DSS	Payment Card Industry Data Security Standard
AB.	PHI	Protected Health Information
AC.	PII	Personally Identifiable Information
AD.	PRA	Public Record Act
AE.	USC	United States Code
AF.	WIC	State of California Welfare and Institutions Code

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## II. ALTERATION OF TERMS OF TERMS

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

## III. COMPLIANCE

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

1. ADMINISTRATOR shall ensure that CONTRACTOR is made aware of the relevant policies and procedures relating to ADMINISTRATOR's Compliance Program.

~~2. CONTRACTOR shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of Directors or duly authorized agents, if appropriate, ("Covered Individuals")~~

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

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

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

5. ADMINISTRATOR's Compliance Officer shall determine if CONTRACTOR's Compliance Program ~~is accepted~~ contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to the ADMINISTRATOR's Compliance Program if the ADMINISTRATOR's Compliance Program does not contain all required elements.

6. Upon ~~approval of CONTRACTOR's Compliance Program by~~ written confirmation from ADMINISTRATOR's Compliance Officer that the CONTRACTOR's Compliance Program 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 and related policies and procedures.

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

B. SANCTION SCREENING — CONTRACTOR shall screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder. Screening shall be conducted against the General Services Administration's List of Parties Excluded from Federal Programs ~~and~~ the Health and Human Services/~~Office of Inspector General~~ OIG List of Excluded Individuals/Entities, and Medi-CAL Suspended and Ineligible List.

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

- a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or
- b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

business operations related to this Agreement.

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

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

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

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

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

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

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

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

1. ADMINISTRATOR shall ensure that 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")~~all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's Code of Conduct.

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

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

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

6. Upon approval of CONTRACTOR's Code of Conduct by ADMINISTRATOR,



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

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

8. Failure of CONTRACTOR to timely submit the acknowledgement of ADMINISTRATOR's Code of Conduct shall constitute a material breach of this Agreement, and 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.

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

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

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

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

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

### **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 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 shall specify that it is effective irrespective of all subsequent resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns.

## **V. DELEGATION, ASSIGNMENT ~~AND~~, 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. ADMINISTRATOR may revoke the approval of a subcontract upon five (5) calendar days written notice to CONTRACTOR if subcontract fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY pursuant to this Agreement. ~~CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.~~ ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts claimed for subcontracts not approved in accordance with this paragraph.

~~B.~~ B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are nonprofit corporations, 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. Any attempted assignment or delegation in derogation of this paragraph shall be void.

~~C.~~ C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY. For CONTRACTORS which are for-profit organizations, 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 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.

## **VI. EMPLOYEE ELIGIBILITY VERIFICATION**

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors and consultants performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 ~~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.

## VII. ~~EXPENDITURE REPORT~~ EQUIPMENT

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by Administrator to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to generally accepted accounting principles.

B. CONTRACTOR shall obtain ADMINISTRATOR’s prior written approval to purchase any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with COUNTY.

D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Agreement, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any or all Equipment to COUNTY.

F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure approved by ADMINISTRATOR and the Notices paragraph of this Agreement. In addition, CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of Equipment are moved from one location to another or returned to COUNTY as surplus.

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for any

cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

### **VIII. EXPENDITURE AND REVENUE REPORT**

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

B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of the Agreement.

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

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

### **X. INDEMNIFICATION AND INSURANCE**

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

B. Without limiting CONTRACTOR's indemnification, it is agreed that CONTRACTOR shall maintain in force at all times during the term of this Agreement a policy, or policies, of insurance covering its operations as specified in the Referenced Contract Provisions of this Agreement. If CONTRACTOR is a licensed hospital or government entity, CONTRACTOR may elect to self-insure for the insurance coverage required by this Agreement. CONTRACTOR shall provide COUNTY, before commencement of services under this Agreement, a letter of self-insurance verifying all the stated

coverage minimums and comparable terms. In the event the CONTRACTOR becomes commercially insured, the policy or policies of commercial insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as specified in this Agreement.

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

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

~~Without limiting its duty to indemnify COUNTY, it is agreed that CONTRACTOR shall require in its subcontracts that subcontractors provide the following policy of insurance or evidence of self insurance, covering its operations; said policy of insurance or evidence of self insurance to be maintained in force at all times during the term of this Agreement.~~

<u>Coverage</u>	<u>Minimum Limit</u>
<u>Comprehensive General Liability Insurance</u>	<u>\$1,000,000</u>

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

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

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

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

~~FD. Certificates of Insurance and endorsements evidencing the above coverages and clauses shall be mailed to COUNTY as referenced in the Referenced Contract Provisions of this Agreement.~~

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

F. Unless waived by ADMINISTRATOR, the policy or policies of insurance must be issued by an

insurer licensed to do business in the state of California (California Admitted Carrier).

## **XI. INSPECTIONS AND AUDITS**

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

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

### **C. AUDIT RESPONSE**

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

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

## **XII. LICENSES ~~AND~~ AND LAWS**

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

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

1. ~~Office of Management and Budget (OMB)~~ Circular No. A-87, Cost Principles for State and Local Governments.
2. Federal Single Audit Act of 1984 (~~31 U.S.C.A.~~31USC 7501.70).
3. ~~Office of Management and Budget (OMB)~~ Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

C. 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.

**XIII. LITERATURE AND ADVERTISEMENTS**

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 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. Such information shall not imply endorsement by COUNTY, unless ADMINISTRATOR

consents thereto in writing.

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 and in writing by ADMINISTRATOR.

#### **XIV. MAXIMUM OBLIGATION**

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

#### **XV. NONDISCRIMINATION**

##### **A. EMPLOYMENT**

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

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

3. ~~CONTRACTOR shall give written notice of its obligations under this Equal Opportunity Clause to each~~ Each labor union or representative of workers with which CONTRACTOR has a collective bargaining agreement, or other contract or understanding must post a notice advising the labor union or workers' representative of the commitments under this Nondiscrimination paragraph and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

B. SERVICES, BENEFITS, AND FACILITIES ~~—~~ CONTRACTOR shall not discriminate in the



provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, ~~color~~, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964

(~~42 U.S.C.A.~~USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by ~~State~~state law and regulations, as all may now exist or be hereafter amended or changed.

1. For the purpose of this subparagraph B., Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. 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.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.
- d. 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.
- e. Assignment of times or places for the provision of services.

2. Complaint Process – CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, ADMINISTRATOR, or the U.S. Department of Health and Human Services' OCR. CONTRACTOR's statement shall advise clients of the following:

- a. In those cases where the client's complaint is filed initially with the OCR, the OCR may proceed to investigate the client's complaint, or the OCR may request COUNTY to conduct the investigation.
- b. 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 with the OCR.

C. PERSONS WITH DISABILITIES – CONTRACTOR agrees to comply with the provisions of §504 of the Rehabilitation Act of 1973 (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.), pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs or activities, as they exist now or may be hereafter amended together with succeeding legislation.

D. RETALIATION – Neither CONTRACTOR, 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.

E. ~~Upon a finding~~In the event of ~~discrimination~~non-compliance with this paragraph or as otherwise provided by ~~the Equal Employment Opportunity Commission, State Department of Fair Employment~~federal and ~~Housing, or a court of competent jurisdiction, and after exhaustion of any and all appeals~~state law, this Agreement may be ~~cancelled~~canceled, terminated or suspended in whole or in part and CONTRACTOR may be declared ineligible for ~~future~~further contracts involving federal, state, or county funds.

## **XVI. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

## **XVII. RECORDS MANAGEMENT AND MAINTENANCE**

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

B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,

expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

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

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

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

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

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

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

#### **XVIII. SEVERABILITY**

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

#### **XIX. STATUS OF CONTRACTOR**

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

**XX. TERM**

~~A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Master Agreement applies. The term of this Master Agreement shall commence on July 1, 2012 and terminate on June 30, 2013; provided, however, that the specific term for CONTRACTOR shall be as specified in the Referenced Contract Provisions of this Agreement, unless otherwise sooner terminated as; and provided in this Agreement; provided, however, CONTRACTOR further that the parties shall continue to be obligated to comply with the requirements and perform such the duties as would normally extend beyond specified in this term, including Agreement. Such duties include, but are not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.~~

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

**XXI. TERMINATION**

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

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

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

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

**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.

E. In the event this Agreement is terminated by either party, after receiving a Notice of Termination 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. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.

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

**XXII. THIRD PARTY BENEFICIARY**

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

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

«UC\_Name»

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

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

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

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

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

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

COUNTY OF ORANGE

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

HEALTH CARE AGENCY

APPROVED AS TO FORM  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

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

DEPUTY

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.

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

«UC\_Name»

JULY 1, 2012 THROUGH JUNE 30, 2013

**POD SERVICES**

CONTRACTOR agrees to provide the following Point of Dispensing Site Services pursuant to the terms and conditions specified in the Agreement for provision of such services by and between COUNTY and CONTRACTOR dated July 1, 2012 as hereinafter indicated. CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided by CONTRACTOR.

POD Planning Services  
as specified in Exhibit C

«PODPlanning»

POD Exercise Services  
as specified in Exhibit D

«PODExercise»

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

«UC\_Name»

JULY 1, ~~2011~~2012 THROUGH JUNE 30, ~~2012~~2013

**H. DEFINITIONS**

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

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

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

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

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

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

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

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

~~E. “I. POD means Point of Dispensing”~~ ~~(POD) site.~~

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

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

~~F. “L. POD Site Plan~~ means developing a plan to identify POD Sites within a city boundary in



response to a Health Emergency or to conduct POD Exercise.

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

### **III. PAYMENTS**

~~A.~~ A. BASIS FOR REIMBURSEMENT – CONTRACTOR shall be compensated for services provided pursuant to the Agreement. COUNTY shall pay CONTRACTOR monthly in arrears at the following rates or payment of reimbursement; provided, however, the total of monthly payments to all CONTRACTORS shall not exceed the Aggregate Maximum Obligation set forth on Page 4 of the Agreement and costs are reimbursable pursuant to COUNTY, state, and federal regulations.

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

#### **POD Planning Services**

#### **Reimbursement Rate**

<u>1. POD Site Identification &amp; Assessment</u>	<u>\$250 maximum per completed POD Site form</u>
<u>2. POD Seminar</u>	<u>\$250 maximum per POD seminar attended</u>
<u>3. POD Workshop</u>	<u>\$750 maximum per Workshop attended</u>
<u>4. FOG Workshop</u>	<u>\$1,000 maximum per Workshop attended</u>
<u>5. Online POD Training</u>	<u>\$250 maximum per Training completed</u>
<u>6. POD Exercise Evaluation Participation</u>	<u>\$250 maximum per Exercise Evaluation completed</u>
<u>7. Draft POD Incident Action Plan</u>	<u>\$250 maximum per POD Incident Action Plan</u>
<u>8. Final POD Site Plan</u>	<u>\$2,000 maximum per each completed POD Site Plan</u>

C. PAYMENT FOR POD EXERCISE SERVICES – COUNTY shall pay CONTRACTOR, in arrears, for providing local emergency management, public safety, and incident management personnel in connection with Health Emergencies or POD ~~exercises~~ Exercises at CONTRACTOR’s POD site.

CONTRACTOR shall be reimbursed for the actual cost of providing said services hereunder, not to exceed \$7,000«ExerciseAmount» per site for seasonal mass vaccination exercises, ~~unless otherwise authorized, in writing, by ADMINISTRATOR; provided, however, that the total of such payments to all participating cities shall not exceed COUNTY's Total Aggregate Maximum Obligation and, provided further, CONTRACTOR's costs.~~ List below are reimbursable pursuant to COUNTY, state and federal regulations. ~~Positions~~staff positions that are eligible for reimbursement by COUNTY ~~are as follows~~for a POD Exercise:

- ~~1. City Emergency Management/Planner;~~
- ~~2. City Emergency Management/Planning staff;~~
- ~~3. Police Chief;~~
- ~~4. Police Captain;~~
- ~~5. Police Lieutenant;~~
- ~~6. Police Sergeant;~~
- ~~7. Police Deputy~~
- ~~8. Police Officer;~~
- ~~9. Fire Chief;~~
- ~~10. Division Chief;~~
- ~~11. Battalion Chief;~~
- ~~12. Fire Captain;~~
- ~~13. Firefighter;~~
- ~~14. Paramedic;~~
- ~~15. Emergency Medical Technician; and~~
- ~~16. Non-sworn Law Enforcement and City Public Safety Personnel.~~

~~B.~~

- 1. City Emergency Management/Planner
- 2. City Emergency Management/Planning staff
- 3. Police Chief
- 4. Police Captain
- 5. Police Lieutenant
- 6. Police Sergeant
- 7. Police Deputy
- 8. Police Officer
- 9. Fire Chief
- 10. Division Chief
- 11. Battalion Chief
- 12. Fire Captain
- 13. Firefighter

14. Paramedic
15. Emergency Medical Technician
16. Non-sworn Law Enforcement and City Public Safety Personnel

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

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

E. COUNTY and CONTRACTOR may mutually agree, in writing, to amend the payment maximums identified in Subparagraph II.C of this Exhibit B to the Agreement for POD Exercise Services for providing local emergency management, public safety, and incident management personnel in connection with Health Emergencies or POD, EOC, or LDC exercises at CONTRACTOR's POD site as identified in Paragraph II of Exhibit D to the Agreement.

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

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

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

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

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

FK. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration and/or termination of ~~this~~ the Agreement, except as may otherwise be provided under ~~this Agreement, or specifically agreed upon in a subsequent~~ the Agreement.

~~III.~~ //

EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
POINT OF DISPENSING SITE SERVICES  
«UC\_Name»  
JULY 1, 2012 THROUGH JUNE 30, 2013

**I. POD PLANNING SERVICES**

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

**II. SERVICES TO BE PROVIDED**

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

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

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

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

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

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

4. Field Operations Guide (FOG) workshop attendance – planning session designed to identify and develop a core group of POD site plan subject matter experts. Required participants for this training

include the following persons/functions (e.g. Fire Captain, Police Sergeant, etc.) identified within POD organization chart to fill the following positions:

- a. Three (3) Unified Command staff;
- b. Three (3) Section Chiefs;
- c. Five (5) Security Branch Staff;
- d. Five (5) Clinic Branch Staff;
- e. Four (4) Supply Unit Staff;
- f. Two (2) Communications Unit Staff;
- g. One (1) Planning Section Staff;
- h. Two (2) Registration Staff;
- i. One (1) Safety Officer;
- j. Four (4) Support/Volunteer Staff; and
- k. One (1) Facility/site representative.

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

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

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

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

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

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B. TIMELINES

1. CONTRACTOR shall provide a list of staff to attend a POD Seminar by May 31, 2013.
2. CONTRACTOR shall submit POD Site location(s) for ADMINISTRATOR approval by December 15, 2012.
3. CONTRACTOR shall submit the HCA POD Site Assessment form by December 30, 2012.
4. CONTRACTOR shall provide staff to attend a POD Workshop by March 31, 2013.
5. CONTRACTOR shall provide staff to attend a FOG Workshop by April 30, 2013.
6. CONTRACTOR shall ensure a minimum of twenty (20) pertinent staff attend online training by May 31, 2013.
7. CONTRACTOR shall submit a draft POD Site Plan to ADMINISTRATOR for each location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 1, 2013.
8. CONTRACTOR shall submit a final HCA approved POD Site Plan to ADMINISTRATOR for each location identified in Subparagraph II.A. of this Exhibit C to the Agreement, by June 15, 2013.

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

D. LOAN EQUIPMENT

1. CONTRACTOR agrees to sign the POD Equipment Agreement.
2. COUNTY shall loan to CONTRACTOR the POD Equipment after the POD Equipment Agreement is fully executed between the COUNTY and CONTRACTOR. Title of the items in the POD Equipment shall remain vested in the COUNTY and the POD Equipment shall be deemed “Loaned Equipment” while in the possession of the CONTRACTOR.
3. CONTRACTOR agrees to the transportation, presence, and storage of the Loaned Equipment at designated POD Site(s) or location of CONTRACTOR’s choosing with ADMINISTRATOR’s written approval.
4. CONTRACTOR agrees to repay all POD Site Plans funds to the COUNTY if the POD Equipment Agreement is not fully executed within 120 days after the completion of the POD Site Plans.

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EXHIBIT D  
TO AGREEMENT FOR PROVISION OF  
POINT OF DISPENSING SITE SERVICES  
«UC\_Name»  
JULY 1, 2012 THROUGH JUNE 30, 2013

**I. POD EXERCISE SERVICES**

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

**II. SERVICES TO BE PROVIDED**

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

A. ~~Representation of local law enforcement agency~~ Participation in the health EOC Exercise to include representation of local emergency operations center staff in the overall exercise management; and coordination

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

C. Participation in the POD Exercise to include:

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

a. Initial Planning Conference (IPC)

b. Midterm Planning Conference (MPC)

c. Final Planning Conference (FPC)

d. Interactive POD Training (IPT) overall exercise management;

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

3. Overall law enforcement operations management;

