

**SUBORDINATE CONTRACT NO. MA-042-22010466**  
**FOR**  
**UNARMED SECURITY GUARD SERVICES**  
**WITH**  
**AG COAST, INC. DBA CALIFORNIA PANTHER SECURITY**

This Subordinate Contract Number MA-042-22010466 (“Contract”), is made and entered into this 1st day of July, 2020 (“Effective Date”) between AG Coast Inc., dba California Panther Security (“Contractor”), with a place of 5777 W. Century Blvd Ste. 1601, Los Angeles, CA 90045 and County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency with a place of business at 200 Santa Ana Blvd., Suite 650, Santa Ana, CA 92701-7506, which are sometimes referred to individually as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are incorporated by reference herein

Attachment A – Post Orders (Various HCA Locations)  
Attachment B – Compensation and Invoicing  
Attachment C – Business Associate Contract  
Attachment C-1 – Personal Information Privacy and Security Contract  
Attachment D – Regional Cooperative Agreement (RCA) No. RCA-017-20010006

**RECITALS**

**WHEREAS**, on February 26, 2020, the County declared a Local Emergency, and the County’s Health Officer declared a Local Health Emergency in response to COVID-19 emergency and outbreak, as necessary for the preservation of public health and safety; and

**WHEREAS**, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in the State of California concerning the COVID-19 emergency and outbreak; and

**WHEREAS**, on March 12, 2020, Governor Gavin Newsom issued Executive Order N-25-20, ordering all California residents to heed any orders and guidance of State and local public health officials, including but not limited to imposition of social distancing measures, to control the spread of COVID-19; and

**WHEREAS**, on March 18, 2020, the President of the United States proclaimed a national emergency concerning the COVID-19 outbreak; and

**WHEREAS**, on March 22, 2020, the President of United States declared a major disaster exists in the State of California and ordered Federal assistant to supplement State and local recovery efforts in the areas affected by the COVID-19 pandemic; and

**WHEREAS**, the Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA) has issued the Public Assistance Program and Policy Guide, Version 4 (Guide) that provides guidance on the availability of federal funding to states and local governments during emergencies pursuant to Section 502 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act); and

**WHEREAS**, the Guide identifies the services/commodities described herein as an eligible cost during emergencies; and

**WHEREAS**, the County of Orange, County Procurement Office, issued a Regional Cooperative Agreement No. RCA-017-20010006 for Unarmed Security Guard Services, effective April 1, 2020 through March 31, 2025; and

**WHEREAS**, the County of Orange/Health Care Agency (HCA) desires to enter into a Contract with Contractor for Unarmed Security Guard Services; and

**WHEREAS**, Contractor agrees to provide services to County in accordance with the terms and conditions of RCA No. RCA-017-20010006 and Post Orders, attached hereto as Attachment A; and

**WHEREAS**, County agrees to pay Contractor based on the schedule of fees set forth in Compensation and Invoicing, attached hereto as Attachment B; and

NOW, THEREFORE, the Parties mutually agree as follows:

### ARTICLES

- 1. Scope of Contract:** This Contract specifies the terms and conditions by which County will procure goods (“Services”) from Contractor , as more fully detailed in Attachment A – Post Orders and Attachment D - RCA No. RCA-017-20010006.
- 2. Term of Contract:** This Contract shall commence on ~~September 30, 2021 through June 30, 2022,~~ July 1, 2022 through December 31, 2022 unless otherwise terminated by County.
- 3. Compensation & Payment:** Contractor shall provide the Services as set forth in Attachment A – Post Orders at the fee specified in Attachment B – Compensation and Invoicing.
- 4. Contractor Screening:** Throughout the term of this Contract, Contractor shall not be listed on any state or federal exclusionary rosters, listed below. County may screen Contractor on a monthly basis to ensure Contractor is not listed on the exclusionary rosters, listed below. If Contractor or its employee(s) are found to be included on any of the rosters indicated below, Contractor shall be deemed in default of its obligation under this Paragraph and shall constitute a cause for County to exercise its right to terminate this Contract immediately. County, in its sole discretion, may afford Contractor an opportunity to cure said default within a reasonable time.

- a. United States Department of Health and Human Services, Office of Inspector General (OIG) List of Excluded Individuals & Entities (LEIE) (<http://exclusions.oig.hhs.gov>).

- b. General Services Administration (GSA) System for Award Management (SAM) Excluded Parties List (<http://sam.gov>).
- c. State of California Department of Health Care Services Medi-Cal Suspended and Ineligible Provider List (County Health Care Agency Internal Database).

**5. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor:           Name:           AG Coast Inc., dba California Panther Security  
                                   Attention:       Mohamed Galal,  
                                   Address:       5777 W. Century Blvd. Ste.1601  
   Los Angeles, CA 90045  
                                   Telephone:     (310)-641-5555  
                                   E-mail:        [OC@CaPanther.com](mailto:OC@CaPanther.com)

For County:               Name:           County of Orange, HCA/Purchasing  
                                   Attention:       Albert Diaz  
                                   Address:       200 W. Santa Ana Blvd Suite 650  
   Santa Ana, CA 92701  
                                   Telephone:     (714) 834-5021  
                                   E-mail:        [adiaz@ochca.com](mailto:adiaz@ochca.com)

**(Signature Page Follows)**

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two signatures as follows: 1) the first signature must be either the Chairman of the Board, President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

**Contractor: AG Cost Inc., dba California Panther Security**

Mohammed Gala1 \_\_\_\_\_ secretary  
Print Name \_\_\_\_\_ Title

DocuSigned by: \_\_\_\_\_  
 \_\_\_\_\_ 9/29/2021  
Signature \_\_\_\_\_ Date

Mahmoud Gala1 \_\_\_\_\_ President  
Print Name \_\_\_\_\_ Title

DocuSigned by: \_\_\_\_\_  
 \_\_\_\_\_ 9/30/2021  
Signature \_\_\_\_\_ Date

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County of Orange, a political subdivision of the State of California

Purchasing Agent/Designee Authorized Signature:

Albert Diaz \_\_\_\_\_ Deputy Purchasing Agent  
Print Name \_\_\_\_\_ Title

DocuSigned by: \_\_\_\_\_  
 \_\_\_\_\_ 9/30/2021  
Signature \_\_\_\_\_ Date

**ATTACHMENT A**

**POST ORDERS**

HCA shall provide post orders detailing important contact information, duties, procedures and hours of operation to each location where Unarmed Security Guards are assigned. A copy of the Post Order must be given to Contractor and Unarmed Security Guard at each location for use by guard staff.

Contractor shall provide unarmed security services on the following HCA Locations in accordance with the requirements set forth in the RCA and in this Attachment A.

- **Location: Various Vaccination PODS**

**Post Order**

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|--|--|
| <b>Building Manager Contact Information:</b><br>Various  | <b><u>Facility Hours of Operation:</u></b><br>24/7 |
| <b>Unarmed Security Guard Duties:</b> <ol style="list-style-type: none"><li>1. <b>Maintain work station and regularly patrol and monitor the building (interior and exterior) including the parking lot for any unusual or suspicious activities.</b></li><li>2. <b>Observe and report any unsafe, unacceptable behavior, or security problems to Department project manager.</b></li><li>3. <b>Check in with Department project manager upon arrival to inquire if there are any special situations/circumstances the unarmed security guard should be aware of.</b></li><li>4. <b>Escort any individuals from the premises upon direction from Department project manager. Make sure individuals do not leave children unaccompanied.</b></li><li>5. <b>Request the assistance of local law enforcement or sheriff (if available) if an individual becomes abusive or unmanageable.</b></li><li>6. <b>Record the date, time, caller, reason for page resulting in activity on the Daily Activity Report (DAR).</b></li><li>7. <b>Unarmed security guards are to not: carry batons, mace, or pepper spray while working on County Property.</b></li><li>8. <b>Unarmed security guard shall not wear headphones, listen to music, or read unauthorized materials while on duty.</b></li><li>9. <b>Unarmed security guard shall not conduct personal phone calls except in the event of an emergency.</b></li><li>10. <b>No personal visitors of the unarmed security guard allowed on work site.</b></li><li>11. <b>Do not use County equipment nor telephone except to perform assigned duties.</b></li></ol> |  |

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|--|---|
| <p><b>12. Do not attempt to force or enforce a corrective action other than escort individuals from premise.</b></p> <p><b>13. Do not accept any gratuities, nor be under the influence of drugs or alcohol on duty.</b></p> <p><b>14. No fraternization with clients. This includes smoking with clients.</b></p> <p><b>15. Contact Supervisor at California Panther Security, if out sick or running late.</b></p> <p><b>16. To complete, sign and provide a written report of all incidents and occurrences to the Department project manager staff within twenty-four (24) hours of the incident.</b></p> <p><b>17. Assist employees in evacuating individuals from the building during emergencies and evacuation drills.</b></p> <p><b>18. Other related duties may be assign by the site manager.</b></p> |   |
| <p><b>Emergency Notification Numbers:</b><br/>911 and/or onsite supervisor</p>   |   |
| <p><b>Emergency Procedures:</b> (please attach additional sheets if necessary)<br/>Please see attached.</p>  |   |
| <p><b>Fire Alarm System Instructions:</b></p>  | <p><b>Security System Operating Instructions:</b></p>       |
| <p><b>Door Location/Lock &amp; Unlock Instructions:</b></p>  | <p><b>Gate Location/Lock &amp; Unlock Instructions:</b></p> |
| <p><b>Special Instructions:</b> (please attach additional sheets if necessary)</p>   |   |

## ATTACHMENT B

### COMPENSATION AND INVOICING

1. **Compensation:** This is a fixed price Contract not to exceed the amount of ~~\$199,000~~ \$799,000 for the Term of Contract.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with Attachment A – Post Orders.

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract.

See RCA-017-20010006, Attachment B-Compensation and Pricing

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. County requires documented proof of cost increases on the Contract prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in advance:** Invoices are to be submitted to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on invoice. Payment shall be made in advance within 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse the County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
  - a. Contractor’s name and address
  - b. Contractor’s remittance address
  - c. Contractor’s Taxpayer ID Number
  - d. Name of County Agency/Department
  - e. Delivery/service address
  - f. Master Agreement MA-042-22010466
  - g. Agency/Department’s Account Number, if applicable
  - h. Date of invoice
  - i. Product/service description, quantity, and prices
  - j. Sales tax, if applicable
  - k. Freight/delivery charges, if applicable
  - l. Total

The responsibility for providing acceptable invoices to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and shall be returned to Contractor.

Invoice and support documentation shall be forwarded to either the County’s Account Payable physical address or electronic email address:

|   |  |
|---|--|
| Orange County Health Care Agency<br>Accounts Payable<br>PO Box 689<br>Santa Ana, CA 92702 | <a href="mailto:hcaaccountspayable@ochca.com">hcaaccountspayable@ochca.com</a> |
|---|--|

9. **Payment (Electronic Funds Transfer)**  
County offers Contractor the option of receiving payment directly to its bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT shall also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address shall need to be provided to County via an EFT Authorization Form. Contractor may request a form from the agency/department representative listed in the Contract.



## ATTACHMENT C

### BUSINESS ASSOCIATE CONTRACT

#### A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the Agreement that are described in the definition of “Business Associate” in 45 CFR § 160.103.

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (“PHI”), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.

5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

## B. DEFINITIONS

1. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of CONTRACTOR’s workforce in relation to the protection of that information.

2. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

a. Breach excludes:

i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of CONTRACTOR or COUNTY , if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.

ii. Any inadvertent disclosure by a person who is authorized to access PHI at CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health care arrangement in which COUNTY participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

iii. A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.

b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless CONTRACTOR demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:

i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

ii. The unauthorized person who used the PHI or to whom the disclosure was made;

iii. Whether the PHI was actually acquired or viewed; and

iv. The extent to which the risk to the PHI has been mitigated.

3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

4. “Designated Record Set” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

6. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

8. “Physical Safeguards” are physical measures, policies, and procedures to protect CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.

9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.

12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.

13. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by CONTRACTOR.

14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

16. “Technical safeguards” means the technology and the policy and procedures for its use that

protect electronic PHI and control access to it.

17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

18. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to CONTRACTOR other than as permitted or required by this Business Associate Contract or as required by law.

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY other than as provided for by this Business Associate Contract.

3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of this Business Associate Contract.

5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply through this Business Associate Contract to CONTRACTOR with respect to such information.

7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of

such information in an electronic format, CONTRACTOR shall provide such information in an electronic format.

8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is completed.

9. CONTRACTOR agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY'S compliance with the HIPAA Privacy Rule.

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, and to make information related to such Disclosures available as would be required for COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in a time and manner to be determined by COUNTY, that information collected in accordance with the Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY'S obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all employees, subcontractors and agents who have access to the Social Security data, including employees, agents, subcontractors and agents of its subcontractors.

14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a criminal proceeding for a violation of HIPAA. COUNTY may terminate the Agreement, if CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may terminate the Agreement, if a finding or stipulation that CONTRACTOR has violated any standard or requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined. COUNTY

will consider the nature and seriousness of the violation in deciding whether or not to terminate the Agreement.

15 CONTRACTOR shall make itself and any subcontractors, employees or agents assisting CONTRACTOR in the performance of its obligations under the Agreement, available to COUNTY at no cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against COUNTY, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee or agent is a named adverse party.

16. The Parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to provide for procedures to ensure compliance with such developments. The Parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

- a. CONTRACTOR does not promptly enter into negotiations to amend this Business Associate Contract when requested by COUNTY pursuant to this Paragraph C; or
- b. CONTRACTOR does not enter into an amendment providing assurances regarding the safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

#### D. SECURITY RULE

1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall develop and maintain a written information privacy and security program that includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities.

2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and updated policies upon request.

3. CONTRACTOR shall ensure the continuous security of all computerized data systems containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

- a. Complying with all of the data system security precautions listed under Paragraphs E, below;
- b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in conducting operations on behalf of COUNTY;
- c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. CONTRACTOR shall designate a Security Officer to oversee its data security program who shall be responsible for carrying out the requirements of this paragraph and for communicating on security matters with COUNTY.

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#### E. DATA SECURITY REQUIREMENTS

##### 1. Personal Controls

a. Employee Training. All workforce members who assist in the performance of functions or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY

discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, must complete information privacy and security training, at least annually, at CONTRACTOR's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following the termination of Agreement.

b. Employee Discipline. Appropriate sanctions must be applied against workforce members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures, including termination of employment where appropriate.

c. Confidentiality Statement. All persons that will be working with PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

## 2. Technical Security Controls

a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the COUNTY.

b. Server Security. Servers containing unencrypted PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.



c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY required to perform necessary business functions may be copied, downloaded, or exported.

d. Removable media devices. All electronic files that contain PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises” if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s locations.

e. Antivirus software. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. Patch Management. All workstations, laptops and other systems that process and/or store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched due to operational reasons must have compensatory controls implemented to minimize risk, where possible.

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)

- Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

a. System Security Review. CONTRACTOR must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.

b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control. All systems processing and/or storing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### 4. Business Continuity/Disaster Recovery Control

a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan to enable continuation of critical business processes and protection of the security of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.

b. Data Backup Plan. CONTRACTOR must have established documented procedures to backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

### 5. Paper Document Controls

a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that

information is not being observed by an employee authorized to access the information. Such PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of through confidential means, such as cross cut shredding and pulverizing.

d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises of the CONTRACTOR except with express written permission of COUNTY.

e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.

f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of COUNTY to use another method is obtained.

#### F. BREACH DISCOVERY AND NOTIFICATION

1. Following the discovery of a Breach of Unsecured PHI , CONTRACTOR shall notify COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.

a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been known to CONTRACTOR.

b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is

known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY Privacy Officer.

a. CONTRACTOR'S notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

3. CONTRACTOR'S notification shall include, to the extent possible:

a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

b. Any other information that COUNTY is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

(1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;

(4) A brief description of what CONTRACTOR is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and

(5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not

constitute a Breach.

6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to COUNTY pursuant to Subparagraph F.2 above.

8. CONTRACTOR shall continue to provide all additional pertinent information about the Breach to COUNTY as it may become available, in reporting increments of five (5) business days after the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to COUNTY, when such request is made by COUNTY.

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

#### G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.

a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, for the proper management and administration of CONTRACTOR.

b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the proper management and administration of CONTRACTOR or to carry out the legal responsibilities of CONTRACTOR, if:

i. The Disclosure is required by law; or

ii. CONTRACTOR obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies CONTRACTOR

of any instance of which it is aware in which the confidentiality of the information has been breached.

c. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of CONTRACTOR.

2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to carry out legal responsibilities of CONTRACTOR.

3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR consistent with the minimum necessary policies and procedures of COUNTY.

4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required by law.

#### H. PROHIBITED USES AND DISCLOSURES

1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to a health plan for payment or health care operations purposes if the PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC § 17935(d)(2).

#### I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY'S notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR'S Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR'S Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR'S Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY'S knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

a. Provide an opportunity for CONTRACTOR to cure the material breach or end the violation within thirty (30) business days; or

b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Agreement is feasible.

2. Upon termination of the Agreement, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Agreement.

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## Attachment C-1

### Personal Information Privacy and Security Contract

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

#### A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil

Code§ 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

## B. TERMS OF AGREEMENT

1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the COUNTY.

### 2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

a) Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required by this Personal Information Privacy and Security Contract or as required by applicable state and federal law.

b) Safeguards. To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and Security Contract. CONTRACTOR shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its current policies upon request.

c) Security. CONTRACTOR shall ensure the continuous security of all computerized data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing DHCS PI and PII. These steps shall include, at a minimum:

i. Complying with all of the data system security precautions listed in Paragraph E of the Business Associate Contract, Attachment C to the Agreement. ; and

ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies.

iii. If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health and Human Services Agency (CHHS) and in the Agreement between the SSA and DHCS, known as the Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

d) Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or its subcontractors in violation of this Personal Information Privacy and Security Contract.

e) CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and conditions set forth in this Personal Information and Security Contract on any subcontractors or other agents with whom CONTRACTOR subcontracts any activities under the Agreement that involve the disclosure of DHCS PI or PII to such subcontractors or other agents.

f) Availability of Information. To make DHCS PI and PII available to the DHCS and/or COUNTY for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.

g) Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).

h) Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to give notification of any breach of unsecured DHCS PI and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Attachment C to the Agreement.

i) Designation of Individual Responsible for Security. CONTRACTOR shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Personal Information Privacy and Security Contract and for communicating on security matters with the COUNTY.

**ATTACHMENT D**

**REGIONAL COOPERATIVE AGREEMENT (RCA) NO. RCA-017-20010006**



**REGIONAL COOPERATIVE AGREEMENT  
CONTRACT RCA 017-20010006  
BETWEEN  
COUNTY OF ORANGE, COUNTY PROCUREMENT OFFICE  
AND  
AG COAST, INC. DBA CALIFORNIA PANTHER SECURITY  
FOR  
UNARMED SECURITY GUARD SERVICES**

This Contract, hereinafter referred to as “Contract”, is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “County,” and AG Coast Inc dba California Panther Security with a place of business at 5777 W. Century Blvd Ste. 1601, Los Angeles CA 90045-5696 hereinafter referred to as “Contractor”, with County and Contractor sometimes referred to as “Party” or collectively as “Parties”.

**ATTACHMENTS**

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work  
Attachment B – Compensation and Pricing  
Attachment C – Department Guard Post Orders

**RECITALS**

**WHEREAS**, Contractor responded to an Invitation for Bid (IFB), for Unarmed Security Guard Services as further set forth herein; and, represented that its proposed services shall meet or exceed the requirements and specifications of the IFB; and,

**WHEREAS**, Contractor agrees to provide Unarmed Security Guard Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and,

**WHEREAS**, Contractor and County are entering into this Contract for Unarmed Security Guard Services under a firm fixed fee Contract; and

**NOW, THEREFORE**, the Parties mutually agree as follows:

**ARTICLES**

**GENERAL TERMS AND CONDITIONS:**

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding California Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. **Entire Contract:** This Contract, when accepted by Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.

Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his/her designee, hereinafter "Purchasing Agent."

- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. Time of the essence is not waived in any way by County's waiver of or failure to take action with respect to any one particular time of the essence breach. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed Attachment A, Scope of Work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County pursuant to paragraph "F".
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County: 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payments shall be made after satisfactory acceptance and in accordance with Attachment B, Compensation and Pricing.
- G. **Warranty:** Contractor expressly represents and warrants that the goods/Services covered by this Contract are fit for the particular purpose for which they are intended. Contractor will indemnify, defend and hold County and County Indemnities, as more fully described in paragraph "Z", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such representations and warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall include but not limited to as any material breach of Contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation. The rights, obligations, and conditions, that by their express terms or nature and context are intended to survive the termination or expiration of this Contract, including but not limited to Confidentiality, Data Breach, and Indemnification Provision, shall survive any termination or expiration of this Contract.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/Services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance Requirements:** 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 County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with 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.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract 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 Contract. 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 Contract for inspection by County representative(s) at any reasonable time.



All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

**If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.**

**Qualified Insurer**

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

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.

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<br>\$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned, and hired vehicles | \$1,000,000 combined signed limit per occurrence    |
| Worker's Compensation  | Statutory   |
| Employer's Liability Insurance   | \$1,000,000 per occurrence                          |

**Required Coverage Forms**

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.

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.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad

naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents and employees* or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**

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

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

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

Insurance certificates should be emailed to [CEOCPOInsurance@ocgov.com](mailto:CEOCPOInsurance@ocgov.com).

If email is not possible, then Insurance certificates should specifically be forwarded to:

County of Orange  
c/o: CEO/County Procurement Office  
Attn: Insurance  
1300 S. Grand Ave., Ste. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434

Any insurance documents not addressed as shown above will be "Return to Sender".

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

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

If Contractor's Professional Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of this Contract.

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

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

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion

of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that Services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the Services at the time Services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract,

each party shall bear their own attorney's fees, costs and expenses.

- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both.

Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.

- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees 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. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the Services, products or other performance provided by Contractor pursuant to this Contract. 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.

- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this agreement shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to

County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the Services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five percent (75%) of the dollar limit on the Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

#### **ADDITIONAL TERMS AND CONDITIONS:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure goods and services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as Attachment A.
2. **Contract Term:** This Contract shall commence April 1, 2020 and continue to be effective through and including March 31, 2025, unless otherwise terminated by County. This Contract is non-renewable.
3. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contractor without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract amendment. Said amendment shall be issued by the County assigned Deputy Purchasing Agent, shall require the mutual consent of all parties, and may be subject to approval by the County Board of Supervisors. Nothing herein shall prohibit the Contractor from proceeding with the work as set forth in this Contract.

4. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
5. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - Terminate the Contract immediately, pursuant to Section K herein;
  - Afford the Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
  - Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
  - Offset against any monies billed by the Contractor but yet unpaid by the County those

monies disallowed pursuant to the above.

6. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
  7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.
  8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
  9. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
    - a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
    - b) Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
      - The dangers of drug abuse in the workplace;
      - The organization’s policy of maintaining a drug-free workplace;
      - Any available counseling, rehabilitation and employee assistance programs; and
      - Penalties that may be imposed upon employees for drug abuse violations.
    - c) Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
      - Will receive a copy of the company’s drug-free policy statement; and
      - Will agree to abide by the terms of the company’s statement as a condition of employment under this Contract.
- Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
- The Contractor has made false certification, or
  - The Contractor violates the certification by failing to carry out the requirements as noted above.
10. **Contractor Personnel – Reference Checks:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor’s employees assigned to this project

must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

11. **Contractor Personnel – Uniforms/Badges/Identification:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.

All Contractor's employees shall be required to wear uniforms, badges or other means of identification which are to be furnished by the contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven days of notification of award of Contract, of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven days prior to any changes in this procedure

12. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.

13. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and Services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing Services to County under this Contract. County's Project Manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further Services under the Contract.

14. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent

15. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this Contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at

County's request.

16. **Cost/Price Data:** At all times during and following the period of Contract performance, County may require Contractor to furnish such cost and pricing data as County deems necessary to assess the reasonableness of Contract pricing, including the reasonableness of changes. Contractor agrees to maintain such records for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law.
17. **Data – Title To:** All County Data including but not limited to materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
18. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or voluntary exclusion from participation by any Federal department or agency may result in the bid/proposal being deemed non-responsible.
19. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the goods and/or Services from other sources. If the cost for those goods and/or Services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
20. **Disputes – Contract:**
  - A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
    1. Contractor shall submit to the Department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
    2. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of Services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and



shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate the Contract for cause or termination for convenience as stated in section K herein.

21. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, this Contract may be subjected to unusual usage. Contractor shall service County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/Services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/Services from Contractor's supplier(s). Additional profit margin as a result of supplying goods/Services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from Contractor shall show both the emergency purchase order number and the Contract number.
22. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to County. Contractor agrees that County review is discretionary and Contractor shall not assume that County will discover errors and/or omissions. If County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or other written documents will be returned to Contractor for correction. Should County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or other written documents shall not be used as a defense by Contractor in any action between County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
23. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

24. **Gratuities:** Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise,

were offered or given by Contractor or any agent or representative of Contractor to any officer or employee of County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by County in procuring on the open market any goods or Services which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

25. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
26. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through County's Project Manager.
27. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: AG Coast Inc., dba California Panther Security  
Attn: Mohamed Galal  
5777 W. Century Blvd Ste 1601  
Los Angeles, CA 90045-5696  
Phone: 310-641-5555  
Email: [OC@CaPanther.com](mailto:OC@CaPanther.com)

County: County of Orange  
County Executive Office/County Procurement Office  
Attn: Rita Gore, County DPA  
1300 S. Grand Ave., Bldg. A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705-4434  
Phone: 714-834-6829  
Email: [Rita.Gore@ocgov.com](mailto:Rita.Gore@ocgov.com)

28. **Order Dates:** Orders may be placed during the term of the Contract even if delivery may not be made until after the term of the Contract. The Contractor must clearly identify the order date on all invoices to County and the order date must precede the expiration date of the Contract.
29. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials

shall be used by the Contractor without the express written consent of the County.

30. **Precedence:** The Contract documents consist of this Contract and its attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract i.e., those provisions set forth in the recitals and articles of this Contract.
31. **Price Increase/Decrease:** No price increases will be permitted during the term of the Contract. County requires documented proof of cost increases on contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. County may enforce, negotiate, or cancel escalating price contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing Contractor's profit will not be allowed.

Further, the Contract price shall not be increased due to California Senate Bill No. 3's (minimum wage phase in requirement 2017-2023) annual mandated minimum wage increases.

32. **Project Manager, County:** County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. County's project manager shall notify the Contractor in writing of such action. Contractor shall accomplish the removal within three (3) business days after written notice from County's project manager. County's project manager shall review and approve the appointment of the replacement for Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further Services under the Contract.

33. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without County's express prior written consent, except as necessary for the performance of the Services of this Contract. All press releases, including but not limited to graphic display information to be published in newspapers, magazines, etc., are to be administered only by County unless otherwise agreed to by both Parties.
34. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply Services and/or commodities requested, as needed by County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
35. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
36. **Waivers:** County reserves the right to waive at its discretion any irregularities or informalities which the County deems correctable or otherwise not warranting rejection of a bid or proposal. Failure of the County in any one or more instances to insist upon strict adherence to the requirements of the solicitation shall not be construed as a waiver or relinquishment to any extent of the right to require adherence to any other requirements of this solicitation or on any future occasion.

**SIGNATURE PAGE**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

**AG COAST INC DBA CALIFORNIA PANTHER SECURITY**

\*Pursuant to California Corporations Code Section 313, If the Contracting party is a corporation, (2) two 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. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

\*\*\*\*\*  
**COUNTY OF ORANGE A political subdivision of the State of California**

Rita Gore Deputy Purchasing Agent  
\_\_\_\_\_  
Print Name Title

\_\_\_\_\_  
Signature Date

**ATTACHMENT A**  
**SCOPE OF WORK**

**I. INTRODUCTION**

This contract is to provide Unarmed Security Guard Services to various departments located throughout the County of Orange. Guard Services are requested on an as-needed basis and usage is not guaranteed.

**II. DEFINITIONS**

- A. Mobile Patrol/Guard Stop Services: Spot inspections at specific location(s) to secure gates, check on exterior and interior access points, and do not require a standing-guard.
- B. Daily Activity Report (DAR): A record of all activity throughout the shift including routine patrols, and any unusual activity.
- C. Patrolling Field Supervisors: Provide oversight to the Contractor's personnel to ensure quality of service and contract compliance.

**III. CONTRACTOR REQUIREMENTS**

Contractor shall meet the following minimum requirements:

- A. Contractor(s) must possess five (5) years of experience in providing unarmed security guard services.
- B. Contractor(s) must be licensed by the State of California Department of Consumer Affairs (SCDCA), and the unarmed security guards assigned must be registered with the SCDCA.
- C. Contractor must provide all necessary labor, supplies, supervision, tools, equipment, transportation and all effort required to provide the services under this Contract. All Contractor's personnel must be adequately trained and possess all the necessary licenses and/or certifications as required.
- D. Contractor must comply with all the applicable provisions of the Federal Fair Labor Law Standards Act regarding payment of over the overtime laws and regulations of the State of California. Overtime must be authorized by the County department Project Manager or designee.
- E. Unarmed security guards must be a legal resident of the United States.
- F. Unarmed security guards must be pleasant and courteous to clients and staff at all times.
- G. Unarmed security guards must be self-motivated and can work independently, with minimal supervision.
- H. Unarmed security guards must be sensitive to the wide range of ethnic diversity of patrons and staff.
- I. Unarmed security guards must be reliable and customer service oriented.
- J. Contractor shall provide, at the request of County, the following for each unarmed security guard:

Employment verification, which includes:

- 1) Employee name
- 2) Employer name
- 3) Initial hire date

- 4) Total employment time with employer in months and/or years
- 5) Job title or position
- 6) Unarmed Security Guard's License Number, issued by California Department of Consumer Affairs

Employment and income verification, which includes:

- 1) All basic information above, plus
  - 2) Rate of pay
  - 3) Year-to-date gross wages
- K. Unarmed security guards assigned to the County must be able to adapt quickly to the daily operations and feel empowered to enforce the rules as outlined in the contract and/or provided by the County.
- L. The County, at its option, may adjust the schedule at any given location at any time during the term of the Contract upon written notice to the Contractor. Charges will be adjusted, as necessary, based on the hourly rates provided.
- M. The County, at its option, may adjust the designated tasks at any time during the term of the contract upon written notice to the Contractor.
- N. Contractor shall be able to deploy a uniformed, unarmed security guard, within twenty-four (24) hours' notice, Monday through Sunday, including holidays, and/or any working shift.
- O. Contractor personnel shall direct all inquiries and/or requests to the corresponding County department Project Manager or designee.
- P. All work shall be subject to the approval of the County either by the County department Project Manager or designee.
- Q. Contractor shall, without additional cost to the County, enforce Zero Tolerance Drug Testing on security guard personnel assigned to perform services.
- R. Contractor shall provide experienced unarmed security guards and supervisors, who are capable of exercising sound judgment under both routine and stress conditions.
- S. Contractor shall ensure that all unarmed security guards assigned to County, can complete standard reports and other performance reports as directed and as necessary for measuring productivity and quality of security services.
- T. Contractor shall ensure unarmed security guards assigned to County have and are trained in all necessary equipment, including transportation that is required to complete their assignment(s).
- U. Contractor shall administer a strict uniform enforcement code that ensures each unarmed security guard will wear clean, pressed, un-torn, and properly fitted uniforms at all times; consisting minimally of the following items, unless otherwise further noted under the terms of this contract or at the request of County:
- 1) Trousers/Skirt
  - 2) Shirt/Blouse
  - 3) Belt
  - 4) Socks
  - 5) Shoes

- 6) Shoulder patch on both arms
  - 7) Rain gear during inclement weather
  - 8) Picture Identification
  - 9) Name Tags
  - 10) Jacket with Company insignia (as needed)
  - 11) Operational Security Flashlight
  - 12) Mobile Phones or radio, with batteries and back-up batteries.
- V. Contractor shall have a fully functional staffed and operational command center available twenty-four (24) hours a day, 365 days a year for the purpose of monitoring services under this contract.
- W. Contractor shall provide Patrolling Field Supervisor(s) for assigned personnel to County. Contractors' Field Supervisor(s) shall be made available to attend any scheduled security meetings or briefings as scheduled by the County department Project Manager or designee.
- X. Contractor's Patrolling Field Supervisor(s) shall provide direct oversight to the Contractor's personnel. Patrolling Field Supervisor(s) shall be required to perform pursuant to the specific post orders provided by the different departments, approve all reports, review logs and wand analysis reports to verify guard performance and ensure appropriate follow-up. County reserves the right to request copies of these or any report related to unarmed security services.
- Y. Contractor shall utilize a guard tour patrol (Detex-type) system or other monitoring system for deployed personnel.
- 1) At Contractor's expense, Contractor(s) shall provide, install, maintain, and utilize a guard tour patrol (Detex-type) system or other monitoring system for deployed personnel.
  - 2) The "guard tour system" shall be capable of providing daily log records electronically and have the ability for designated County department Project Manager or designee to retrieve data/information when needed.
  - 3) The "guard tour system" must be in good operating order at all times, with back up equipment available when and if system fails.
  - 4) The "guard tour system" will have a feature that will allow the Contractor to download the Patrolling Field supervisor's and security guard's wand information Contractor's laptop at the County site, while ensuring that the post is covered at all times. The downloaded information is then sent to County department Project Manager or designee.
  - 5) Contractor will produce and maintain coverage reports that will be made available to the County Contact within 24 hours upon request. The County department Project Manager or designee representative must approve the "guard tour system".

#### **IV. CONTRACTOR RESPONSIBILITIES**

Contractor shall provide unarmed security guard(s) to perform the tasks listed below:

- A. Regularly patrol and monitor interior of building, exterior perimeter, parking lot, and areas designated by the County department Project Manager or designee.
- B. Observe and report any unacceptable behavior to the appropriate County department Project Manager or designee.

- C. Escort any individual from any County premises upon the direction of the County department Project Manager or designee.
- D. Regulate the amount of individuals entering a county building lobby or small area at any given time for stated capacity limitations.
- E. Ensure individuals do not enter lobby with strollers, food, or beverages as required by the County department Project Manager or designee.
- F. Ensure County visitors are supervising their children while in the lobby.
- G. Ensure County visitors do not enter locked private employee entrance doors.
- H. Ensure County visitors and their children are not blocking doorways in the lobby.
- I. Check building lobbies and employee work areas for unauthorized entry, vandalism or other unusual conditions.
- J. Check all doors to ensure that they are closed and or locked, as designated by each Department.
- K. Check building for adequate lighting to ensure that it is operational and report for safety precautions.
- L. Immediately report security problems to the corresponding law enforcement agency under whichever jurisdiction the services are bring performed.
- M. Report security problems to the County department Project Manager or a designated County representative after contacting the law enforcement agency.
- N. Record the date and time for each patrol in the Daily Activity Report (DAR). The forms are provided by the Contractor. County reserves the right to customize the form depending on the needs of the County department using the unarmed security guard services.
- O. Complete, sign and provide a written report of all incidents and occurrences to the County department Project Manager or designee within twenty-four (24) hours of the incident, unless other arrangements are made and approved by County.
- P. Report to County department Project Manager or designee any damages or problems affecting County building.
- Q. Provide access, or temporary access, to designated construction contractors or delivery persons as directed and scheduled by the County department Project Manager or a designated County representative.
- R. Assist County personnel in evacuating building occupants from any County building during emergencies and evacuation drills.
- S. Assist in maintaining a safe environment, by following County safety guidelines, within any County building, including parking structure/lots for employees and authorized visitors.
- T. Contractor shall maintain an accurate record showing the name of every employee classification, actual hours work, wages-paid, and/or any benefits paid to each Contractor's personnel.
- U. Enforce parking structure/lot rules and guidelines.
- V. Issue and process Parking Violation tickets as needed, and as stipulated by the County department Project Manager or designee.
- W. Perform other duties as assigned by the County department Project Manager or designee.



- X. Mobile Patrol/Guard Stops:
- 1) Mobile Patrol/Guard Stops are spot inspections, one (1) hour duration, at a specific location to secure gates, check on exterior and interior access points, and do not require a standing-guard.
  - 2) If more than the allocated one (1) hour is required, Contractor shall quote in one (1) hour increments and obtain approval from the Department in advance.
  - 3) This service shall be provided at the request of County department Project Manager or designee on as needed basis.
  - 4) These Mobile/Patrol Guard Stops are billed at a fixed rate per-location and will only require the unarmed guard to be at the location for the duration of the patrol.
- Y. All unarmed security guards assigned to County have the ability to communicate with the County department Project Manager or designee at all times during their respective shifts.
- Z. All unarmed security guards assigned to County have been thoroughly:
- 1) Trained in their capacity as security guards.
  - 2) Trained in the requirements of this contract.
  - 3) Trained on the County facility (ies) included under this contract.
  - 4) Trained on the procedures included under this Contract.
- AA. Contractor shall immediately remove any unarmed security guard from assignment upon instructions of the County department Project Manager or designee.
- BB. Contractor must change, add, delete, or modify assignments as requested and directed by the County department Project Manager or designee.
- CC. Contractor shall provide each guard:
- 1) Report forms
  - 2) Uniforms: Worn or torn uniforms will be replaced at Contractor's expense. The County reserves the right to approve or have input on uniform style, color, appearance, and proper fit.
  - 3) The telephone numbers for emergency services (fire, theft, medical emergency, etc.)
  - 4) The emergency telephone number for Contractor and principal representatives of the Contractor.
- DD. Provide unarmed security Mobile Patrol/Guard Stop on an as-needed basis at County's request.
- EE. Ensure that each unarmed security guard has a copy of the post orders for the assigned location.
- FF. Ensure each unarmed security guard has a copy of their company rules and operating procedures. Submit a copy of the company rules and operating procedures to the County department Project Manager or designee.
- GG. Maintain that unarmed security guard on that assignment except for illness, injury or excused absence.
- HH. Provide replacement unarmed security guards who are trained and knowledgeable on assigned tasks and responsibilities.

- II. Secure written approval from County department Project Manager or designee before changing assigned unarmed security guard. County does not have to provide a reason regarding approval or disapproval of assigned staff.
- JJ. Ensure that unarmed security guard(s) remain on duty, and performs the assigned duties throughout the entire designated shift. Late arrivals and absences are not acceptable.
- KK. Be able to perform duties outlined with authority, quickly, quietly; yet not abusive, abrasive or threatening.
- LL. Discourage individuals from loitering, gathering/meeting in a disruptive way or in any way disturb other patrons within County property.
- MM. Check in with County department Project Manager or a designee upon arrival to inquire if there are any special situations/circumstances he/she should be aware of on that day.
- NN. Sign in and sign "sign- out" at the end of service for each day at designated County location as listed on each Guard Posting order.
- OO. Request the assistance of the law enforcement agency under whichever jurisdiction the services are being performed under, if any individual becomes abusive or unmanageable.
- PP. Report to the County site/building on or before the designated start of shift ready to begin work. Must be able to adhere to the established start and end times, repetitive tardiness or changes in shift will not be tolerated.
- QQ. Report mobile phone number(s) to the County department Project Manager or designee prior to the start of each shift.
- RR. Respond to each page/call within five (5) minutes. Record the date, time, caller, reason for page, and resulting action on Daily Activity Report (DAR).
- SS. Effectively communicate and follow written and oral instructions in English.
- TT. Prepare a Daily Activity Report (DAR) recording all patrols, incidents, and other pertinent data.
- UU. Restrict the use of personal cell phone or conduct personal phone calls except in the event of an emergency while on duty.

**V. CONTRACTOR EMPLOYEE'S MUST NOT:**

- A. Carry batons, mace, or pepper spray while working on County property at any time.
- B. Wear headphones, listen to music, smoke, groom, or read unauthorized materials while on duty and on County property.
- C. Enter any area designated "off limits/restricted" by the County department Project Manager or a designee except as instructed or needed to respond to an emergency.
- D. Bring any type of electronic equipment, device, machine, or appliance for personal use onto County property without prior approval from the County department Project Manager or designee.
- E. Bring visitors (including children and relatives) onto the work site.
- F. Use any County equipment for personal use (copy machines, faxes, computers, etc.).
- G. Use any County telephone except as specifically needed to perform assigned duties.
- H. Attempt to force or enforce corrective action (other than escort individuals from the premises).

- I. Have any felony convictions, outstanding warrants, crimes of moral turpitude, and crimes involving domestic violence during the term of the Contract.
- J. Be under the influence of drugs or alcohol while on duty.
- K. Accept any gratuities.

**VI. KEYS TO COUNTY FACILITIES**

- A. Contractor shall be issued a set of County keys and shall assume all responsibilities for the use, safekeeping and return of the keys at the request of County authorized personnel.
- B. The keys to County facilities are to be used for the purpose of allowing Contractor's staff access to the facilities for the performance of contracted services only.
- C. All keys issued to the Contractor shall remain the property of the County and shall be returned upon demand or the termination/expiration of the Contract. The Contractor shall be billed One Hundred Dollars (\$100.00) for each key not returned and may be further assessed the actual cost for the cost to re-key the facility and three (3) sets of keys.
- D. If any County keys are lost or stolen, Contractor shall notify County department Project Manager or designee via phone or email within 24 hours of the loss and identify the facility for which the keys or access control cards were lost and submit a report.
- E. Contractor shall provide, install, maintain, and utilize a key lock box/key safe or other apparatus allowing keys for County gates and doors to be securely stored outside and access by Contractor's personnel at County's expense. The locking mechanism should be of a combination type (keyless) allowing access without the need for a key.

**VII. GUARD POST ORDERS**

- A. Contractor shall work with each County department that wishes to issue a subordinate contract and utilize the Unarmed Security Guard Services listed under Contract.
- B. Contractor to provide the following at no additional expense to the County:
  - 1) Meet with County department Project Manager or designee at each facility and review current guard post orders and operating procedures
  - 2) Issue modifications to current post orders and operating procedures, as necessary and upon mutual agreement of both parties, in writing.
  - 3) Contractor's subordinate shall have a copy of the Guard Post Orders included as an Attachment by the County's departments utilizing this contract. Contractor is responsible to share any revisions to attachment/s with Contractor's personnel whenever this is updated by each County Department.
- C. Content of Guard Post Orders, may include as minimum, but no limited to:
  - 1) Guard Duties
  - 2) Emergency Notification Telephone Numbers and Procedures
  - 3) Department Emergency Notification Telephone Numbers and Procedures
  - 4) Hours of Operation
  - 5) Listing of Individual Authorized Access
  - 6) Security System Operating Instructions
  - 7) Fire Alarm System Instructions

- 8) Facility Maps (fire equipment locations, utility locations)
  - 9) Door Lock and Door Unlock Instructions
  - 10) Specific Action Items that relates to the Guard Post Orders
- D. County department Project Manager or designee reserves the right to include additional requirements/special instructions on a daily basis in addition to General Post Orders to address specific conditions (e.g., access to a designated contractor for after-hours work, etc.)

**VIII. SECURED COUNTY FACILITY REQUIREMENTS**

- A. The County operates several secured facilities: most notable are several Probation, Sheriff and Airport operated sites. Contractors and their employees who perform services at these facilities will be subjected to strict operation policies and may be required to pass a background check prior to their employment due to security requirements. During performance of the work, especially at detention facilities, workers shall closely monitor all tools, equipment and other materials at all times. Workers shall have no contact verbal or physical, with any inmate of these facilities. These policies have been designed with the primary purpose of ensuring a safe and secure environment for all involved.
- B. The Contractor will provide a list of all personnel/employees who will be directly performing tasks associated with the Contract. Contractor's personnel/employees providing service in a secured detention facility, a Probation facility or a Sheriff's facility, will be expected to pass separate background checks performed by the Orange County Sheriff's Department and the Orange County Probation Department. No changes shall be authorized to the approved list without a request in writing submitted by the Contractor and approved by the County Site Coordinator. At no time will unauthorized Contractor employees perform any task associated with this Contract. If this occurs, the Contractor will be notified that they have not complied with the terms of this Contract and are subject to Contract termination. The list of all Personnel/Employees working on County projects shall be submitted prior to award of this Contract.
- 1) Contractor shall prepare and submit a Security Clearance form to the County department Project Manager or designee for all persons who will be working on or who will need access to secured facilities.
  - 2) Security Clearance forms shall be submitted at least five (5) working days prior to the start of work or prior to the use of any person subsequent to the start of work.
  - 3) Said Security Clearance forms shall be thoroughly and accurately complete. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
  - 4) Prior clearance from the Probation Department, Sheriff's Department or John Wayne Airport (JWA) is required to work in these secured facilities. .
  - 5) John Wayne Airport (JWA), the Probation Department, and Sheriff's Department are not under any obligation to give a reason clearance is denied.
- C. The Contractor shall be responsible to sign in with the County department Project Manager or designee, as required. Contractor personnel shall have no contact, either verbal or physical, with internees in secured detention facilities. Specifically:
- 1) Do not give names or addresses to internees.
  - 2) Do not receive any names or addresses from internees.
  - 3) Do not disclose the identity of any internee to anyone outside the facility.

- 4) Do not give any materials to internees.
- 5) Do not receive any materials from internees (including materials to be passed to another individual or internee).

***\*Failure to comply with these requirements is a criminal act and can result in prosecution.***

- D. Any Contractor personnel/employee(s) engaged in the performance of work under this Contract shall be required to pass the screening requirements and abide by all of the security requirements set forth by the County of Orange.
- E. Contractor's personnel/employees providing service at JWA will be required to have an authorized JWA escort to remain with the Contractor at all times through completion of the project.
- F. All equipment and materials shall remain in the Contractor possession at all times and shall never be left unattended. All lost or misplaced equipment or materials shall be reported immediately to the (a) security staff or Control in secured detention facilities or (b) the escort or Control in Sheriff's facilities.
- G. Personnel shall not smoke or use profanity or other inappropriate language while on-site.
- H. Personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.
- I. Personnel shall plan their activities to minimize the number of times they must enter and exit a facility, i.e., transport all equipment and materials needed for the day at the start of work and restrict all breaks to the absolute minimum.
- J. Contractor employee(s) shall be well-disposed to the public and County-staff utilizing the facilities but shall be responsive only to the requests of the County Site Coordinator unless otherwise directed and shall direct all inquiries or requests to the County Site Coordinator.

**IX. SECURITY BADGE REQUIREMENT**

Some departments may require specific issuance of security badge prior to performance of work agreement in a restricted facility. All personnel engaged in the performance of work under this proposed agreement shall be expected to pass the screening requirements which may include a F.B.I. background investigation and finger printing. Contractor employee are made aware of his/her responsibilities regarding the privilege of access to restricted areas of certain agencies such as but not limited to John Wayne Airport, Youth Detention Facilities, Sheriff's Department, and etc.

County department is responsible for all costs related to security / badge requirements.

**X. CONTRACTOR'S VEHICLES**

Contractor must have a fleet of vehicles that will conform to the various County facilities and terrain, such as regular automobiles, SUV's, golf carts and etc. The vehicles shall meet or exceed all Federal, State, Local Department of Transportation (DOT), and any governmental regulations for the services described. Contractor shall be fully responsible to meet the County needs, including insurance requirements.

All vehicles shall be clearly marked identifying the Contractor's name, insignia, and when required by department, equipped with light-bars.

**ATTACHMENT B  
COMPENSATION AND PRICING**

**I. COMPENSATION:**

This is a firm-fixed rate Contract between County and Contractor for Unarmed Security Guard Services, as set forth in Attachment A - Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles “C – Amendments” and “P – Changes” of the County Contract Terms and Conditions.**

**II. UNARMED SECURITY GUARD RATES:**

Contractor shall perform all services and furnish all staffing and materials identified in Attachment A - Scope of Work. Prices quoted herein shall be inclusive of all costs for staffing, labor, insurance, vehicles, equipment, tools, materials, overhead, travel, any and all other costs associated with providing Unarmed Security Guard Services as described herein.

- **Regular Hourly Rate:** Monday through Sunday
- No usage guaranteed on this contract.
- **The Contract price shall not be increased due to California Senate Bill No. 3’s (minimum wage phase in requirement 2017-2023) mandated annual minimum wage increases.**

**III. FEES/RATES:** The fees/rates listed below include all California Senate Bill No. 3’s mandated annual minimum wage increases.

| ITEM | JOB CLASSIFICATION                  | HOURLY RATE                                 | RATE PER GUARD/ PER HOUR YEAR 1 | RATE PER GUARD/ PER HOUR YEAR 2 | RATE PER GUARD/ PER HOUR YEAR 3 | RATE PER GUARD/ PER HOUR YEAR 4 | RATE PER GUARD/ PER HOUR YEAR 5 |
|------|-------------------------------------|---|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---------------------------------|
| 1    | Unarmed Security Guard              | Regular Hourly Rate                         | \$ 16.95                        | \$ 19.28                        | \$ 20.61                        | \$22.94                         | \$ 25.07                        |
| ITEM | ADDITIONAL SERVICES                 | BILLING TYPE                                | YEAR 1                          | YEAR 2                          | YEAR 3                          | YEAR 4                          | YEAR 5                          |
| 2    | Mobile Patrol/Guard Stop Services * | Fixed Fee Stop at one location - First hour | \$ 18.45                        | \$ 21.98                        | \$ 23.31                        | \$ 25.64                        | \$ 26.97                        |
| 3    |                                     | Each additional hour                        | \$ 18.45                        | \$ 20.98                        | \$ 21.31                        | \$ 23.64                        | \$ 26.07                        |

\*Mobile Patrol/Guard Stop Rate shall include all operational expenses and travel time within Orange County.

**A. Pre-arranged Alternative Workweek Schedule:**

Hours of service will vary with each department under the alternative work week schedule which in any case also would be computed on the basis of 40 hours per workweek. All schedules must be approved by County.

**B. Holidays Observed By The County:**

|                                       |                        |                      |
|---------------------------------------|------------------------|----------------------|
| New Year's Day                        | Martin Luther King Day | Presidents' Day      |
| Lincoln's Birthday                    | Memorial Day           | July 4 <sup>th</sup> |
| Columbus Day                          | Labor Day              | Veterans Day         |
| Thanksgiving & Day After Thanksgiving | Christmas              |                      |

**C. Mobile Patrol/Guard Stop Services:**

1. Would subcontractors be used during the course of the contract? If yes, please go to question 2.
2. If **YES**, indicate Sub-contractor information below:

Service Type: \_\_\_\_\_

Sub-Contractor name: \_\_\_\_\_

Address and contact info: \_\_\_\_\_

\_\_\_\_\_

Service Type: \_\_\_\_\_

Sub-Contractor name: \_\_\_\_\_

Address and contact info: \_\_\_\_\_

\_\_\_\_\_

In the event that the Contractor is authorized by the County to sub-Contract for this particular service, this Contract shall prevail and the terms of the sub-Contract shall incorporate by reference and not conflict with the terms of this Contract. In the manner in which the County expects to receive services, the County shall look to the Contractor for performance and not deal directly with any sub-Contractor. All matters related to this Contract shall be handled by the Contractor with the County; the County will have no direct contact with the sub-Contractor in matters related to the performance of this Contract. County reserves the right to decline all sub-contract services and all work must meet the approval of the County of Orange.

- D. Payment Terms – Invoices are to be submitted to the user department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.**

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse

the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

- E. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
- F. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
- G. **Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:
  - 1) Contractor's name and address;
  - 2) Contractor's remittance address;
  - 3) Name of County Department – TBD
  - 4) County Contract Number (MA) - TBD
  - 5) Date of services rendered;
  - 6) Service description, including number of hours or fraction thereof.
  - 7) Contractor's Federal I.D. number Total

Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

Invoices and supporting documentation are to be sent to:

TBD



**ATTACHMENT C  
Department Guard Post Orders**

**<Department Name>**  
(To be completed by each department)

Each County Department shall be responsible to provide guard post orders detailing important contact information, duties, procedures and hours of operation to each location where Unarmed Security Guards are assigned. A copy of the Post Order must be given to the Contractor and Unarmed Security Guard at each location for use by guard staff.

|   |  |
|---|--|
| <b>PROJECT MANAGER CONTACT:</b>   | <b>FACILITY HOURS OF OPERATION:</b>                  |
| <b>GUARD DUTIES</b>   |  |
| 1.  |  |
| 2.  |  |
| 3.  |  |
| 4.  |  |
| 5.  |  |
| 6.  |  |
| 7.  |  |
| 8.  |  |
| 9.  |  |
| 10.   |  |
| <b>Emergency Notification Numbers:</b>                                      |  |
| <b>Emergency Procedures:</b> (please attach additional sheets if necessary) |  |
| <b>Fire Alarm System Instructions:</b>                                      | <b>Security System Operating Instructions:</b>       |
| <b>Door Location/Lock &amp; Unlock Instructions:</b>                        | <b>Gate Location/Lock &amp; Unlock Instructions:</b> |
| <b>Special Instructions:</b> (please attach additional sheets if necessary) |  |