



Revision to ASR and/or Exhibits/Attachments

2009 NOV 11 2:28 PM
COUNTY OF ORANGE
BOARD OF SUPERVISORS
DORIS W. HARRIS

Date: November 5, 2009

To: Darlene J. Bloom, Clerk of the Board of Supervisors

CC: County Executive Office (AL-30)

From: David L. Riley, Director, Health Care Agency

RE: Agenda Item(s) # 3 for the 11/10/2009 Board Meeting

ASR Control #(s): 09-001842

Subject: Revise Agenda Item for "POD Exercise and Planning Master Agreement"

Explanation:

The Health Care Agency requests to revise the agenda item for the "POD Exercise and Planning Master Agreement" to ratify purchase orders in support of POD Dispensing Sites.

Revised Recommended Action(s)

Add the following, in addition to Recommended Actions 1 and 2:

3. Ratify the issuance of the following Purchase Orders and Agreements with the following cities, in an amount not to exceed \$7,000 per city for reimbursement of city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques provided in support of the Point of Dispensing Sites for distribution of seasonal vaccine provided on October 30, 2009:
 - a. PO-042-10012026 with the City of Garden Grove
 - b. PO-042-10012028 with the City of Rancho Santa Margarita
 - c. PO-042-10012030 with the City of Santa Ana

4. Ratify the issuance of the following Purchase Orders and Agreements with the following cities, in an amount not to exceed \$15,000 per city for reimbursement of city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques provided in support of the Point of Dispensing Sites for distribution of H1N1 vaccine provided on October 31, 2009:
 - a. PO-042-10012031 with the City of Irvine
 - b. PO-042-10012032 with the City of Santa Ana

5. Ratify the issuance of the following Purchase Orders and Agreements with the following cities, in an amount not to exceed \$15,000 per city for reimbursement of city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques provided in support of the Point of Dispensing Sites for distribution of seasonal vaccine provided on November 7, 2009:
 - a. PO-042-10012056 with the City of Cypress
 - b. PO-042-10012059 with the City of Fullerton
 - c. PO-042-10012060 with the City of Rancho Santa Margarita
6. Authorize the Health Care Agency director or designee, on behalf of the Board of Supervisors, to execute the ratified purchase orders and agreements as set forth in items 3, 4, and 5.

Make modifications to items checked below and the **Current Year Cost and Financial Impact Section:**

Subject **Background Information** **Summary**

Current Year Cost: 10/30/09 – 6/30/2010: \$501,000

SUMMARY: (Add underlined text)

The Health Care Agency requests approval of the Master Agreement for Health Disaster Management Cities Readiness Initiative Services and Public Health Emergency Response Services for Point of Dispensing Sites.

The Health Care Agency also requests the Board ratify various Purchase Orders and Agreements with certain cities for the provision of city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques at various Point of Dispensing Sites for flu vaccines.

BACKGROUND INFORMATION: (Revise as follows)

The California Department of Public Health (CDPH) has notified the Health Care Agency (HCA) that funding is available to support emergency vaccination services in Orange County in response to Pandemic H1N1 Influenza 2009. Over the course of this year, a novel H1N1 influenza virus (H1N1) began circulating widely across the world. A novel virus is one to which most humans have not been exposed and, therefore, lack immunity. This creates the potential for wide spread transmission and significant levels of illness. Though H1N1 does not create more severe illness than seasonal influenza, its ability to spread easily poses high risk to medically fragile individuals. As of October 24, 2009, Orange County had 102 cases requiring intensive care, and 23 deaths in conjunction with H1N1 infection.

Vaccination is the most significant weapon in reducing the spread of H1N1 and the federal government has worked with five manufacturers to produce nearly 200 million doses of vaccine nationally. They will be distributed free of charge across the country. The Points of Dispensing (POD) system is HCA's primary method of mass dispensing throughout Orange County. The POD system is heavily dependent on community partner support, such as city emergency management, fire service, and law enforcement.

HCA is issuing a Request for Applications for the provision of Point of Dispensing planning services with cities to prepare for additional H1N1 POD clinics. Detailed, site specific POD plans for each POD site are necessary to ensure the POD site is safe, secure, and will vaccinate large numbers of people quickly.

Cities participating in the Master Agreement will receive funds for the administration and personnel costs associated in the development of the POD site plans as allowed by the federal grant. They will receive \$5,000 for each POD plan submitted to HCA which meet HCA's established POD planning criteria and standards. \$180,000 is available in federal funding for these specific services.

In addition, the federal government has announced the availability of funding through the states for support of vaccination planning and administration. Funding will support HCA costs associated with planning and implementation activities, including contracts with community providers. For the first time, funding is also intended to support wide-spread and rapid access to vaccinations, including reimbursement of planning and implementation activities costs incurred by Orange County cities.

In anticipation of this funding, HCA is working with cities that have experience operating POD sites. The proposed Master Agreement will be executed with various cities who submit qualified POD plans and POD site specific Field Operations Guides.

With H1N1 activity increasing and vaccine delivery imminent, and the delay and shortage of seasonal vaccine, it is necessary to ensure that those individuals currently identified within the CDC's recommended seasonal and H1N1 vaccine groups have a viable option to obtain the vaccine once those vaccinations become available. This must begin immediately upon vaccine receipt, which was scheduled to arrive the week of October 26, 2009 and actually received on October 29, 2009. In order to provide a public clinic vaccine option, eight public vaccine clinics will be available to target those individuals within the CDC's recommended vaccine groups.

HCA selected the Cities of Rancho Santa Margarita, Santa Ana, Garden Grove, Irvine, Cypress and Fullerton because they are able to respond quickly, provide the services within their respective jurisdictions and campuses, and effectively maintain and secure the seasonal and H1N1 vaccination within the POD sites identified for each city. If HCA delayed the implementation of these POD exercises, HCA would have been forced to postpone the implementation of these clinics as well as future H1N1 clinic. This would have had an immediate, negative impact on the Agency's H1N1 response and public health, particularly on children who, if receiving the H1N1 vaccine, require two courses one month apart. As a result, HCA is requesting that your Honorable Board ratify the emergency Purchase Orders that were necessary to put in place to provide the grant offset reimbursement to these cities for providing city public safety personnel at their respective POD sites.

HCA is planning to implement additional POD site operations exercises to provide vaccinations at five sites throughout the county in November, to be repeated at those same locations four weeks later in December, because children receiving the H1N1 vaccine require two courses. The proposed Master Agreement also provides the opportunity for future H1N1 site operations exercises, as well as traditional flu shot exercises, should they be deemed necessary.

To encourage vaccination, all services are free of charge to eligible individuals. Those cities who participate under the Master Agreement will receive funds for administration and personnel costs for first responders participating in each POD. Under the terms of the federal grant funding, cities will receive their actual costs of providing city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques for these POD exercises, not to exceed \$7,000 per site for traditional flu POD site operations exercises, \$10,000 per site for H1N1 POD exercises held on Fridays, and \$15,000 per site for POD site operations exercises held on Saturdays. \$225,000 is available in federal funding for these specific services.

The proposed Master Agreement and Emergency Purchase Orders contain mutual indemnification provisions that vary from the County's standard of sole indemnification. CEO/Risk Management has approved the indemnification provisions and determined the risk to be acceptable for these services.

The Health Care Agency requests that your Honorable Board approve the Master Agreement for Health Disaster Management Cities Readiness Initiative Services and Public Health Emergency Response Services for Point of Dispensing Sites, and ratify the Purchase Orders for the provision of city public safety personnel who have been trained and exercised in specialized areas including traffic control, site safety, security, and crowd management techniques at various Point of Dispensing Sites for flu vaccines, as referenced in the Recommended Actions.

FINANCIAL IMPACT:

Funding for this Master Agreement and Purchase Orders are ~~is~~ included in the Health Care Agency's FY 2009-10 Current Budget.

Should services need to be reduced or terminated due to lack of funding, this Master Agreement contains language that allows the Health Care Agency (HCA) to give 90 days' notice to either terminate or renegotiate the level of services to be provided.

Revised Exhibits/**Attachments** (attached) – Add the following:

ATTACHMENTS:

- A. PO-042-10012026 with the City of Garden Grove
- B. PO-042-10012028 with the City of Rancho Santa Margarita
- C. PO-042-10012030 with the City of Santa Ana
- D. PO-042-10012031 with the City of Irvine
- E. PO-042-10012032 with the City of Santa Ana
- F. PO-042-10012056 with the City of Cypress
- G. PO-042-10012059 with the City of Fullerton
- H. PO-042-10012060 with the City of Rancho Santa Margarita

Revise **Exhibit**. Master Agreement for Provision of Health Disaster Management Cities Readiness Initiative Services and Public Health Emergency Response Services for Point of Dispensing Sites (see attached)

Exhibit A, II. Payments (page 17 of 20):

- G. CITY'S public safety personnel positions that are eligible for reimbursement by COUNTY are listed below. At ADMINISTRATOR'S sole discretion, additional personnel positions may be added and ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said additional positions must be allowable through COUNTY'S funding available for these services.

1 AGREEMENT FOR PROVISION OF
2 COUNTY OF ORANGE HEALTH CARE AGENCY
3 HEALTH DISASTER MANAGEMENT
4 CITIES READINESS INITIATIVE SERVICES

5 AND
6 PUBLIC HEALTH EMERGENCY RESPONSE SERVICES
7 FOR POINT OF DISPENSING SITES

8 BETWEEN
9 COUNTY OF ORANGE

10 AND
11 «NAME1»

12
13 NOVEMBER 10, 2009 THROUGH JUNE 30, 2010
14

15 THIS AGREEMENT entered into this 10th day of November, 2009, which date is enumerated for
16 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «NAME1»,
17 (CITY). This Agreement shall be administered by the County of Orange Health Care Agency
18 (ADMINISTRATOR).
19

20 **W I T N E S S E T H:**
21

22 WHEREAS, COUNTY wishes to contract with CITY for the provision of Point of Dispensing Site
23 Planning Services for the Cities Readiness Initiative Services Program described herein to the residents
24 of Orange County; and

25 WHEREAS, COUNTY wishes to contract with CITY for the provision of Public Health Emergency
26 Response Services for the Point of Dispensing Sites described herein to the residents of Orange County;
27 and

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

30 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: November 10, 2009 through June 30, 2010

Aggregate Maximum Obligation

Aggregate POD Site Planning Services: \$180,000

Aggregate Public Health Emergency Response Services: \$225,000

Total Aggregate Maximum Obligation \$405,000

Basis for Reimbursement: Actual Cost and Fee for Service

Payment Method: Actual Cost and Fee for Service

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
Manager of Operations
Medical and Institutional Health Services Operations
405 West 5th Street, Suite 718
Santa Ana, CA 92701

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

CONTRACTOR: «NAME2»
«ATTENTION»
«ADDRESS»
«CITYSTATEZIP»

CONTRACTOR'S Insurance Coverages:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of Excluded
3 Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 **D. REIMBURSEMENT STANDARDS**

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

1 preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the procedure
2 that is provided by ADMINISTRATOR and generally accepted accounting principles.

3
4 **VI. FACILITIES, PAYMENTS AND SERVICES**

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

10
11 **VII. INDEMNIFICATION AND INSURANCE**

12 A. CITY shall indemnify, defend with counsel approved in writing by COUNTY, which
13 approval shall not be unreasonably withheld, and hold COUNTY, its elected and appointed officials,
14 officers, employees, agents and those special districts and agencies for which the COUNTY's Board of
15 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from and against any
16 and all liability, loss, expense, or claims for injury or damages arising out of the performance of this
17 Agreement, but only in proportion to and to the extent such liability, loss, expense or claims for injury or
18 damages are caused by or result from the negligent or intentional acts or omissions or inaction, including
19 the actual or alleged sexual misconduct of CITY, its officers, employees, or agents.

20 B. COUNTY shall indemnify and hold CITY, its appointed officials, officers, employees, and
21 agents harmless from and against any and all liability, loss, expense, or claims for injury or damages
22 arising out of the performance of this Agreement, but only in proportion to and to the extent such
23 liability, loss, expense, or claims for injury or damages are caused by or result from the negligent or
24 intentional acts or omissions or inaction, including the actual or alleged sexual misconduct of
25 COUNTY, its officers, employees, or agents.

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

29 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance
30 placed with reputable insurance companies licensed to do business in the State of California which
31 insure the perils of bodily injury, medical, professional.

32
33 **VIII. INSPECTIONS AND AUDITS**

34 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
35 of the State of California, the Secretary of the United States Department of Health and Human Services,
36 the Comptroller General of the United States, or any other of their authorized representatives, shall have
37 access to any books, documents, and records, including but not limited to, medical and client records, of

1 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
2 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
3 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
4 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
5 Agreement, and the premises in which they are provided.

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

9 C. **AUDIT RESPONSE**

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

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

21 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
22 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
23 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
24 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

25
26 **IX. LICENSES AND LAWS**

27 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
28 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
29 necessary for the provision of the services hereunder and required by the laws and regulations of the
30 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
31 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
32 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
33 exemptions. Said inability shall be cause for termination of this Agreement.

34 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
35 hereunder, as any may now exist or be hereafter changed.

36 C. CONTRACTOR warrants that it fully complies with all federal and state statutes and
37 regulations regarding the employment of aliens and others and that all its employees, subcontractors and

1 consultants performing work under this Agreement meet the citizenship or alien status requirement set
2 forth in federal statutes and regulations. CITY shall obtain, from all employees, subcontractors and
3 consultants performing work hereunder, all verification and other documentation of employment
4 eligibility status required by federal or state statutes and regulations including, but not limited to, the
5 Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they
6 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
7 employees, subcontractors and consultants for the period prescribed by the law.

8 **D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

20 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
21 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
22 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
23 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
24 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
25 grounds for termination of this Agreement.

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

29 **X. MAXIMUM OBLIGATION**

30 A. The Aggregate Maximum Obligations of COUNTY for services provided in accordance with
31 this Agreement are as specified on Page 3 of this Agreement. This specific Agreement with CITY is
32 only one of several agreements to which these Aggregate Maximum Obligations. It is understood by the
33 parties that reimbursement to CITY will only be a fraction of these Aggregate Maximum Obligations.

34 B. ADMINISTRATOR may increase or decrease the Aggregate POD Site Planning Services and
35 the Aggregate Public Health Emergency Response Services Maximum Obligations, provided the total of
36 any changes to these Aggregate Maximum Obligations does not exceed the Total Aggregate Maximum
37 Obligation of COUNTY, as specified on Page 3 of this Agreement.

XI. NONDISCRIMINATION**A. EMPLOYMENT**

1. CITY shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES - CITY shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

1 d. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

5 2. Complaint Process - CITY shall establish procedures for advising all clients through a
6 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
7 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
8 for Civil Rights. CITY'S statement shall advise clients of the following:

9 a. In those cases where the client's complaint is filed initially with the Office for Civil
10 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
11 COUNTY to conduct the investigation.

12 b. Within the time limits procedurally imposed, the complainant shall be notified in
13 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
14 an appeal with the Office for Civil Rights.

15 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
16 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
17 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
18 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
19 now or may be hereafter amended together with succeeding legislation.

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

25 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
26 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
27 declared ineligible for further contracts involving federal, state or COUNTY funds.

28
29 **XII. NOTICES**

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

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

34 2. When FAXed, transmission confirmed;

35 3. When sent by electronic mail; or

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

1 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as otherwise
2 directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed, or when
3 accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
4 expedited delivery service.

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

9
10 **XIII. SEVERABILITY**

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

16
17 **XIV. STATUS OF CITY**

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

28
29 **XV. TERM**

30 The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall
31 remain in effect until such time as it is terminated in accordance with the Termination paragraph of this
32 Agreement; provided, however, CITY shall be obligated to perform such duties as would normally
33 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
34 indemnification, audits, reporting, and accounting.

35 //

36 //

37 //

XVI. TERMINATION

1
2 A. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
3 five (5) calendar days written notice if CITY fails to perform any of the terms of this Agreement. At
4 ADMINISTRATOR'S sole discretion, CITY may be allowed up to thirty (30) calendar days for
5 corrective action.

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

8 1. The loss by CITY of legal capacity.

9 2. Cessation of services.

10 3. The delegation or assignment of CITY'S services, operation or administration to another
11 entity without the prior written consent of COUNTY.

12 4. The habitual neglect by any physician or licensed person employed by CITY of any duty
13 required pursuant to this Agreement.

14 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
15 Agreement.

16 C. CONTINGENT FUNDING

17 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

18 a. The continued availability of federal, state and COUNTY funds for reimbursement of
19 COUNTY'S expenditures, and

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

22 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
23 or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

24 D. After receiving a Notice of Termination CONTRACTOR shall do the following:

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

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

29 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
30 supplies purchased with funds provided by COUNTY.

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

33
34 **XVII. THIRD PARTY BENEFICIARY**

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

37 //

XVIII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3
4 «NAME1»

5
6 BY: _____ DATED: _____

7
8 TITLE: _____

9
10
11
12 COUNTY OF ORANGE

13
14
15 BY: _____ DATED: _____

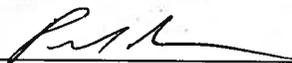
16 CHAIR OF THE BOARD OF SUPERVISORS

17
18 SIGNED AND CERTIFIED THAT A COPY
19 OF THIS DOCUMENT HAS BEEN DELIVERED
20 TO THE CHAIR OF THE BOARD PER G.C. SEC. 25103, RESO 79-1535
21 ATTEST:

22
23 _____ DATED: _____

24 DARLENE J. BLOOM
25 Clerk of the Board of Supervisors
26 Orange County, California

27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY:  _____ DATED: 10-28-09

33 DEPUTY

34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
«NAME1»

I. DEFINITIONS

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

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

C. "Public Safety Personnel" means any sworn Law Enforcement or Fire Agency personnel that are employed by any city or county agency contracted with CITY.

D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency designed to provide public citizens with medications, supplies, equipment, and/or other resources in the event of a Health Emergency.

II. PAYMENTS

A. COUNTY shall pay CITY, in arrears, for identifying POD site locations and developing POD site plans for responding to Health Emergencies or seasonal and/or H1N1 mass vaccination exercises. CITY shall be reimbursed \$5,000 for each POD site plan delivered to and approved by ADMINISTRATOR; provided, however, the total of such payments to all participating cities does not exceed COUNTY'S Total Maximum Obligation for POD Site Planning Services and, provided further, CITY'S costs are reimbursable pursuant to COUNTY, state and federal regulations.

B. COUNTY shall pay CITY, in arrears, for providing local emergency management and public safety representatives, included in Section G below, in connection with Health Emergencies or seasonal and/or H1N1 mass vaccination exercises at CITY'S POD sites. CITY shall be reimbursed for the actual cost of providing said services hereunder, not to exceed \$7,000 per site for seasonal mass vaccination exercises and not to exceed \$15,000 for H1N1 mass vaccination exercises, unless other authorized, in writing, by ADMINISTRATOR; provided, however, that the total of such payments to all participating cities shall not exceed COUNTY'S Total Maximum Obligation for Public Health Emergency Response Services and, provided further, CITY'S costs are reimbursable pursuant to COUNTY, state and federal regulations.

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

1 D. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
2 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
3 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
4 services provided.

5 E. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
6 provision of this Agreement.

7 F. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
8 termination of this Agreement, except as may otherwise be provided under this Agreement, or
9 specifically agreed upon in a subsequent Agreement.

10 G. CITY'S public safety personnel positions that are eligible for reimbursement by COUNTY are:

- 11 1. Police Chief
- 12 2. Police Captain
- 13 3. Police Lieutenant
- 14 4. Police Sergeant
- 15 5. Police Officer
- 16 6. Fire Chief
- 17 7. Division Chief
- 18 8. Battalion Chief
- 19 9. Fire Chief
- 20 10. Firefighter
- 21 11. Paramedic

22 **III. SERVICES**

23
24 A. CITY agrees to assist COUNTY in planning for and responding to a Health Emergency or
25 seasonal and/or H1N1 mass vaccination exercise by identifying POD site locations within CITY'S
26 boundaries and developing individual POD site plans. Participating Cities and POD site locations, which
27 may be amended by written mutual consent of CITY and ADMINISTRATOR, are listed in Table A
28 below. Development of the POD site plan shall be prepared by CITY personnel and requires
29 participation in:

- 30 1. POD workshop where site maps, staff identification, and resource identification will be
31 discussed.
- 32 2. FOG workshop for supervisory staff training.
- 33 3. Online training for all participating staff.
- 34 4. Development and submission of a POD site Incident Action Plan (IAP), which must be
35 approved by COUNTY, that includes, but is not limited to the following Incident Command System
36 (ICS) forms:

37 //

- 1 a. POD SITE MAPS
- 2 b. ICS 202 – INCIDENT OBJECTIVES
- 3 c. ICS 203 – ORGANIZATIONAL ASSIGNMENT LIST
- 4 d. SITE SECURITY PLAN
- 5 e. ICS 204 – DIVISION ASSIGNMENT LIST
- 6 f. ICS 205 – COMMUNICATIONS PLAN
- 7 g. ICS 206 – MEDICAL PLAN
- 8 h. POD ORGANIZATIONAL CHART
- 9 i. ICS 213 – GENERAL MESSAGE FORM
- 10 j. ICS 214 – UNIT LOG
- 11 k. ICS 215A – SITE SAFETY ANALYSIS
- 12 l. ICS 221 – DEMOBILIZATION CHECKOUT

13 B. CITY agrees to assist COUNTY in planning for and responding to a Health Emergency or
14 seasonal and/or H1N1 mass vaccination site operations by providing local emergency management and
15 public safety representatives, including non-sworn police officers, logistical support, and public works
16 support for initiating POD sites to deliver mass vaccinations or to conduct POD site operations.
17 Participating Cities and POD site operations locations, which may be amended by written mutual
18 consent of CITY and ADMINISTRATOR, are listed in Table B below. Initiating this POD operation is
19 designed to test the COUNTY’S mass dispensing and vaccination capabilities as well as CITY’S public
20 safety personnel response. CITY shall provide public safety personnel for the following components
21 including, but not limited to:

- 22 1. Providing representation of local law enforcement agency in the overall exercise
23 management.
- 24 2. Providing overall law enforcement operations management
- 25 3. Oversee all security operational functions, including security for staffing areas,
26 including, but not limited to:
 - 27 a. Staffing areas
 - 28 b. Site Perimeter Security
 - 29 c. Command Post Security
 - 30 d. Traffic and Crowd Control Security
 - 31 e. Clinic Area Security
 - 32 f. Medication Storage Security
 - 33 g. Parking Security

34 C. Providing representation of local fire agency in the overall exercise management

35 D. Providing overall site planning services including, but not limited to:

- 36 1. Site plan development review and approval
- 37 2. Providing situation updates

3. Oversee all planning functions and plan implementation

4. Providing onsite paramedics for the exercise

E. The following Table details the POD Site Locations for Planning Services. COUNTY and CITY may mutually agree, in writing, to amend this Table A.

City	POD Site Location Name	POD Site Address
Anaheim		
	Magnolia Baptist Church	720 S. Magnolia Ave.
	Anaheim First Christian Church	500 W. South Street
	Magnolia School District, Albert Schweitzer School	229 S. Dale
	Church of Jesus Christ, Latter Day Saints	1220 N. State College Blvd.
	Knott Avenue Christian Church	315 S. Knott Ave
	St. Mary & St. Verena Coptic Orthodox Church	1617 W. La Palma Ave
	San Antonio Catholic Church	5800 E. Santa Ana Canyon Rd.
	Hephatha Lutheran Church	5900 E. Santa Ana Canyon Rd.
Fullerton		
	Fire Station One	312 E. Commonwealth
	Fire Station Two	1732 W. Valencia
	Fire Station Three	2555 Yorba Linda Blvd
Garden Grove		
	Pacifica High School	6851 Lampson
	Crystal Cathedral	13280 Chapman
	Courtyard Center	12731 Main St.
	Bolsa Grande High School	9401 Westminster
Huntington Beach		
	Site locations to be determined	
Irvine		
	Irvine High School	4321 Walnut Ave.
	Northwood High School	4515 Portola Parkway
	University High School	4771 Campus Drive

1		Woodbridge High School	2 Meadowbrook
2		Arnold O. Beckman High School	3588 Bryan Ave.
3			
4	Laguna Woods		
5		St. Nicholas Church	24252 El Toro Rd.
6			
7	Rancho		
8	Santa Margarita		
9		Site location to be determined	
10			
11	Santa Ana		
12		Santa Ana College	1530 W. 17 th St
13		Century High School	1401 S. Grand Ave
14		Godinez High School	3002 Centennial Rd.
15		Saddleback High School	2801 S. Flower St.
16		Salgado Community Center	706 N. Newhope St.
17		Santa Ana High School	520 W. Walnut
18		Seegerstrom High School	2301 W. MacArthur Blvd.
19		Southwest Senior Center	2210 W. McFadden Ave.
20			

21 F. The following Table details the POD Site Locations for dispensing seasonal and/or H1N1 mass
 22 vaccinations. COUNTY and CITY may mutually agree, in writing, to amend this Table B.

23	City	POD Sit Location Name	POD Sit e Address
24	Aliso Viejo		
25		Soka University of America	1 University Cir St.
26			
27	Anaheim		
28		Magnolia Baptist Church	9200 Valley View St.
29			
30	Cypress		
31		Cypress College	9200 Valley View St.
32	Garden Grove		
33		Bolsa Grande Park	11391 Acacia Pkwy
34			
35	Irvine		
36		Irvine Valley College	5500 Irvine Center Drive
37			



COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000007265: CITY OF GARDEN GROVE

11222 ACACIA PKWY

GARDEN GROVE, CA 92840-5208

VENDOR CONTACT: NOT ON FILE
000-000-0000

DEPARTMENT ERIK LOWMAN
CONTACT: 714-720-1069
ELOWMAN@OCHCA.COM

PROCUREMENT CATHY CHANG
CONTACT:
CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:

PO-042-10012026

Version Number: 1 **Modification Number:**

ORDER TOTAL: \$7,000.00

ORDER DATE: 10/30/2009

PROCUREMENT FOLDER: M604861

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER: No

PROCUREMENT TYPE: One (1) Quote

CONTRACT TYPE: Service

CITED AUTHORITY: Contract Policy Manual Thresholds Allow

Order Summary: PUBLIC SAFETY

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$7,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015114

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST
STE 357
SANTA ANA, CA 92701-4599

Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT
ACCOUNTS PAYABLE
511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10011026 ON INVOICE.

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$7,000.00	10/29/2009	11/09/2009	\$7,000.00	\$0.00	\$7,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION									
Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401H0	\$7,000.00

APPROVALS			
Date	Status Before	Status After	Approver
10/29/2009 04:17:45 PM	Pending	Approved	girgis.nahed1
10/30/2009 08:13:08 AM	Pending	Approved	rios.alex1

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REFERENCED CONTRACT PROVISIONS

Term: October 29, 2009 through November 9, 2009

Total Maximum Obligation: \$7,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
 Manager of Operations
 Medical and Institutional Health Services Operations
 405 West 5th Street, Suite 718
 Santa Ana, CA 92701

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

CONTRACTOR: City of Garden Grove
 Chief Michael Bublitz, Garden Grove Fire Department
 11301 Acacia Parkway
 Garden Grove, CA 92840

CONTRACTOR'S Insurance Coverages:

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

//

1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 D. REIMBURSEMENT STANDARDS

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

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

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

5 1. CITY shall use its best efforts to encourage attendance at Compliance Training by Covered
6 Individuals.

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

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

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

13 **III. CONFIDENTIALITY**

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

17 B. Prior to providing any services pursuant to this Agreement, all members of the Board of
18 Directors or its designee or authorized agent, employees, subcontractors, and volunteer staff or interns of
19 CONTRACTOR shall agree, in writing, with CITY to maintain the confidentiality of any and all
20 information and records which may be obtained in the course of providing such services. The agreement
21 shall specify that it is effective irrespective of all subsequent resignations or terminations of CITY'S
22 Board members or its designee, employees, subcontractors, and volunteers or interns.
23

24 **IV. DELEGATION AND ASSIGNMENT**

25 A. CITY may not delegate the obligations hereunder, either in whole or in part, without prior
26 written consent of COUNTY; provided, however, obligations undertaken by CITY pursuant to this
27 Agreement may be carried out by means of subcontracts, provided such subcontracts are approved in
28 writing by ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or
29 activity under subcontract, and include any provisions that ADMINISTRATOR may require. No
30 subcontract shall terminate or alter the responsibilities of CITY to COUNTY pursuant to this
31 Agreement. CITY may not assign the rights hereunder, either in whole or in part, without the prior
32 written consent of COUNTY.
33

34 **V. EXPENDITURE AND REVENUE REPORT**

35 No later than sixty (60) days following termination of this Agreement, CONTRACTOR shall
36 submit to ADMINISTRATOR, for informational purposes only, an Expenditure and Revenue Report for
37

1 the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the
2 procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

3
4 **VI. FACILITIES, PAYMENTS AND SERVICES**

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

10
11 **VII. INDEMNIFICATION AND INSURANCE**

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

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

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

32 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
33 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
34 business in the State of California which insure the perils of bodily injury, medical, professional liability
35 and property damage.

36 //
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VIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

IX. LICENSES AND LAWS

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

//

1 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
2 exemptions. Said inability shall be cause for termination of this Agreement.

3 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
4 hereunder, as any may now exist or be hereafter changed.

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

14 **D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

26 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
27 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
28 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
29 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
30 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
31 grounds for termination of this Agreement.

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

35 **X. MAXIMUM OBLIGATION**

36 The Total Maximum Obligation of COUNTY for services provided in accordance with this
37 Agreement is as specified on Page 3 of this Agreement.

XI. NONDISCRIMINATION

A. EMPLOYMENT

1. CITY shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES - CITY shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

1 d. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

5 2. Complaint Process - CITY shall establish procedures for advising all clients through a
6 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
7 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
8 for Civil Rights. CITY'S statement shall advise clients of the following:

9 a. In those cases where the client's complaint is filed initially with the Office for Civil
10 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
11 COUNTY to conduct the investigation.

12 b. Within the time limits procedurally imposed, the complainant shall be notified in
13 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
14 an appeal with the Office for Civil Rights.

15 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
16 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
17 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
18 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
19 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

25 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
26 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
27 declared ineligible for further contracts involving federal, state or COUNTY funds.

28
29 **XII. NOTICES**

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

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

34 2. When FAXed, transmission confirmed;

35 3. When sent by electronic mail; or

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

1 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
2 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
3 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
4 expedited delivery service.

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

9
10 **XIII. SEVERABILITY**

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

16
17 **XIV. STATUS OF CITY**

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

28
29 **XV. TERM**

30 The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall
31 remain in effect until such time as it is terminated in accordance with the Termination paragraph of this
32 Agreement; provided, however, CITY shall be obligated to perform such duties as would normally
33 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
34 indemnification, audits, reporting, and accounting.

35 //
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XVI. TERMINATION

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

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

- 1. The loss by CITY of legal capacity.
- 2. Cessation of services.
- 3. The delegation or assignment of CITY’S services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY’S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
- 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

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

XVII. THIRD PARTY BENEFICIARY

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

//

XVIII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6 City of Garden Grove

7
8
9 BY: _____ DATED: _____

10
11 TITLE: _____

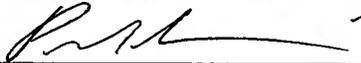
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15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

16
17
18 BY: _____ ** DATED: _____

19 David L. Riley
20 Agency Director

21 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
22 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

23
24
25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31
32 BY:  _____ DATED: 10-29-09
33 DEPUTY

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

36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Garden Grove

8 BY: T. McGinnis DATED: 10/29/09

9
10 TITLE: FIRE CAPTAIN / ESC

11
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15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**

17
18
19 BY: _____ ** DATED: _____
20 David L. Riley
21 Agency Director

22
23
24 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
25 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

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29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY: _____ DATED: _____
33 DEPUTY

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35 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Garden Grove
4

5 **I. DEFINITIONS**

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

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

12 C. "Law Enforcement" means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site exercise on
21 October 31, 2009. CITY shall be reimbursed for the actual cost of providing the services hereunder;
22 provided, however, the total of such payments does not exceed COUNTY'S Total Maximum Obligation
23 and, provided further, CITY'S costs are reimbursable pursuant to COUNTY, state and federal
24 regulations.

25 B. CITY'S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said additional
5 positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site exercises. This POD exercise is designed to test the COUNTY'S
21 mass dispensing and vaccination capabilities as well as CITY'S public safety personnel response. CITY
22 shall provide public safety personnel for the following components including, but not limited to:
23

- 24 A. Providing representation of local law enforcement agency in the overall exercise management
- 25 B. Providing overall law enforcement operations management
- 26 C. Oversee all security operational functions, including security for staffing areas, including, but
27 not limited to:
 - 28 1. Staffing areas
 - 29 2. Site Perimeter Security
 - 30 3. Command Post Security
 - 31 4. Traffic and Crowd Control Security
 - 32 5. Clinic Area Security
 - 33 6. Medication Storage Security
 - 34 7. Parking Security
- 35 D. Providing representation of local fire agency in the overall exercise management
- 36 E. Providing overall site planning services including, but not limited to:
37 //

- | | |
|----|---|
| 1 | 1. Site plan development review and approval |
| 2 | 2. Providing situation updates |
| 3 | 3. Oversee all planning functions and plan implementation |
| 4 | 4. Providing onsite paramedics for the exercise |
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COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000005703: CITY OF RANCHO SANTA MARGARITA

22112 EL PASEO

RCHO STA MARG, CA 92688-2824

VENDOR CONTACT: LINDA BROWN

909-635-1800

lbrown@cityofrsm.org

DEPARTMENT: ERIK LOWMAN

CONTACT: 714-720-1069

ELOWMAN@OCHCA.COM

PROCUREMENT CONTACT: CATHY CHANG

CONTACT:

CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:

PO-042-10012028

Version Number: 1

Modification Number: 0

ORDER TOTAL: \$7,000.00

ORDER DATE: 10/30/2009

PROCUREMENT FOLDER: M604862

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER: No

PROCUREMENT TYPE: One (1) Quote

CONTRACT TYPE: Service

CITED AUTHORITY: Contract Policy Manual Thresholds Allow

Order Summary: PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$7,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015114

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST

STE 357

SANTA ANA, CA 92701-4599

Delivery Date:

FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT

ACCOUNTS PAYABLE

511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012028 ON INVOICE.

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$7,000.00	10/29/2009	11/09/2009	\$7,000.00	\$0.00	\$7,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401H0	\$7,000.00

APPROVALS

Date	Status Before	Status After	Approver
10/29/2009 04:18:01 PM	Pending	Approved	girgis.nahed1
10/30/2009 08:18:38 AM	Pending	Approved	rios.alex1

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REFERENCED CONTRACT PROVISIONS

Term: October 29, 2009 through November 9, 2009

Total Maximum Obligation: \$7,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
 Manager of Operations
 Medical and Institutional Health Services Operations
 405 West 5th Street, Suite 718
 Santa Ana, CA 92701

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

CONTRACTOR: City of Rancho Santa Margarita
 Steve Rhyner
 22112 El Paseo
 Rancho Santa Margarita, CA 92688

CONTRACTOR'S Insurance Coverages:

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

//

1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 D. REIMBURSEMENT STANDARDS

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

1 the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the
2 procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

3
4 **VI. FACILITIES, PAYMENTS AND SERVICES**

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

10
11 **VII. INDEMNIFICATION AND INSURANCE**

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

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

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

32 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
33 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
34 business in the State of California which insure the perils of bodily injury, medical, professional liability
35 and property damage.

36 //

37 //

VIII. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have
5 access to any books, documents, and records, including but not limited to, medical and client records, of
6 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
7 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
8 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
9 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
10 Agreement, and the premises in which they are provided.

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

14 C. AUDIT RESPONSE

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

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

26 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
27 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
28 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
29 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

30
31 **IX. LICENSES AND LAWS**

32 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
33 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
34 necessary for the provision of the services hereunder and required by the laws and regulations of the
35 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
36 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
37 //

1 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
2 exemptions. Said inability shall be cause for termination of this Agreement.

3 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
4 hereunder, as any may now exist or be hereafter changed.

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

14 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

26 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
27 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
28 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
29 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
30 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
31 grounds for termination of this Agreement.

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

35 **X. MAXIMUM OBLIGATION**

36 The Total Maximum Obligation of COUNTY for services provided in accordance with this
37 Agreement is as specified on Page 3 of this Agreement.

XI. NONDISCRIMINATION

A. EMPLOYMENT

1
2
3 1. CITY shall ensure that applicants are employed, and that employees are treated during
4 employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed,
5 sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical
6 or mental disability. Such action shall include, but not be limited to the following: employment,
7 upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay
8 or other forms of compensation; and selection for training, including apprenticeship. There shall be
9 posted in conspicuous places, available to employees and applicants for employment, notices from
10 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
11 the provisions of the Equal Opportunity clause.

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

17 3. Each labor union or representative of workers with which CITY has a collective bargaining
18 agreement or other contract or understanding must post a notice advising the labor union or workers'
19 representative of the commitments under this Nondiscrimination paragraph and shall post copies of the
20 notice in conspicuous places available to employees and applicants for employment.

21 **B. SERVICES, BENEFITS, AND FACILITIES** - CITY shall not discriminate in the provision of
22 services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group
23 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
24 sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the
25 Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
26 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5,
27 Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9,
28 Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other
29 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
30 regulations, as all may now exist or be hereafter amended or changed.

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

- 33 a. Denying a client or potential client any service, benefit, or accommodation.
- 34 b. Providing any service or benefit to a client which is different or is provided in a
35 different manner or at a different time from that provided to other clients.
- 36 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
37 by others receiving any service or benefit.

1 d. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

5 2. Complaint Process - CITY shall establish procedures for advising all clients through a
6 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
7 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
8 for Civil Rights. CITY'S statement shall advise clients of the following:

9 a. In those cases where the client's complaint is filed initially with the Office for Civil
10 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
11 COUNTY to conduct the investigation.

12 b. Within the time limits procedurally imposed, the complainant shall be notified in
13 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
14 an appeal with the Office for Civil Rights.

15 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
16 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
17 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
18 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
19 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

25 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
26 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
27 declared ineligible for further contracts involving federal, state or COUNTY funds.

28
29 **XII. NOTICES**

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

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

34 2. When FAXed, transmission confirmed;

35 3. When sent by electronic mail; or

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

1 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
2 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
3 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
4 expedited delivery service.

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

9
10 **XIII. SEVERABILITY**

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

16
17 **XIV. STATUS OF CITY**

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

28
29 **XV. TERM**

30 The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall
31 remain in effect until such time as it is terminated in accordance with the Termination paragraph of this
32 Agreement; provided, however, CITY shall be obligated to perform such duties as would normally
33 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
34 indemnification, audits, reporting, and accounting.

35 //
36 //
37 //

XVI. TERMINATION

1
2 A. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon
3 five (5) calendar days written notice if CITY fails to perform any of the terms of this Agreement. At
4 ADMINISTRATOR'S sole discretion, CITY may be allowed up to thirty (30) calendar days for
5 corrective action.

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

- 8 1. The loss by CITY of legal capacity.
9 2. Cessation of services.
10 3. The delegation or assignment of CITY'S services, operation or administration to another
11 entity without the prior written consent of COUNTY.
12 4. The habitual neglect by any physician or licensed person employed by CITY of any duty
13 required pursuant to this Agreement.
14 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
15 Agreement.

16 C. **CONTINGENT FUNDING**

- 17 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
18 a. The continued availability of federal, state and COUNTY funds for reimbursement of
19 COUNTY'S expenditures, and
20 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
21 approved by the Board of Supervisors.
22 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
23 or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

24 D. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 25 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
26 is consistent with recognized standards of quality care and prudent business practice.
27 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
28 performance during the remaining contract term.
29 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
30 supplies purchased with funds provided by COUNTY.

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

33
34 **XVII. THIRD PARTY BENEFICIARY**

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

37 //

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6 City of Rancho Santa Margarita
7

8
9 BY: _____ DATED: _____

10
11 TITLE: _____
12

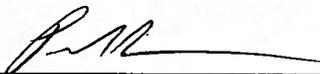
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14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**
16

17
18 BY: _____ ** DATED: _____
19

20 David L. Riley
21 Agency Director
22

23 *****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of***
24 ***Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order***
25

26
27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31
32 BY:  _____ DATED: 10-29-09
33 DEPUTY

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

36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6 City of Rancho Santa Margarita

7
8
9 BY: Steven E. Hynan DATED: 10/30/09

10
11 TITLE: City Manager

12
13
14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

16
17
18 BY: _____ ** DATED: _____
19 David L. Riley
20 Agency Director

21
22
23 ****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of**
24 **Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order**

25
26
27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY: _____ DATED: _____
33 DEPUTY

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

36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Rancho Santa Margarita
4

5 **I. DEFINITIONS**

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

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

12 C. "Law Enforcement" means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site exercise on
21 October 31, 2009. CITY shall be reimbursed for the actual cost of providing the services hereunder;
22 provided, however, the total of such payments does not exceed COUNTY'S Total Maximum Obligation
23 and, provided further, CITY'S costs are reimbursable pursuant to COUNTY, state and federal
24 regulations.

25 B. CITY'S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said additional
5 positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site exercises. This POD exercise is designed to test the COUNTY'S
21 mass dispensing and vaccination capabilities as well as CITY'S public safety personnel response. CITY
22 shall provide public safety personnel for the following components including, but not limited to:
23

- 24 A. Providing representation of local law enforcement agency in the overall exercise management
- 25 B. Providing overall law enforcement operations management
- 26 C. Oversee all security operational functions, including security for staffing areas, including, but
27 not limited to:
 - 28 1. Staffing areas
 - 29 2. Site Perimeter Security
 - 30 3. Command Post Security
 - 31 4. Traffic and Crowd Control Security
 - 32 5. Clinic Area Security
 - 33 6. Medication Storage Security
 - 34 7. Parking Security
- 35 D. Providing representation of local fire agency in the overall exercise management
- 36 E. Providing overall site planning services including, but not limited to:
37 //

- | | |
|----|---|
| 1 | 1. Site plan development review and approval |
| 2 | 2. Providing situation updates |
| 3 | 3. Oversee all planning functions and plan implementation |
| 4 | 4. Providing onsite paramedics for the exercise |
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COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000007200: CITY OF SANTA ANA

1000 E SANTA ANA BLVD STE 200

SANTA ANA, CA 92701-3900

VENDOR CONTACT: NOT ON FILE
000-000-0000DEPARTMENTERIK LOWMAN
CONTACT: 714-720-1069
ELOWMAN@OCHCA.COMPROCUREMENTCATHY CHANG
CONTACT:
CCHANG@OCHCA.COM**PURCHASE ORDER NUMBER:****PO-042-10012030**

Version Number: 1 Modification Number: 0

ORDER TOTAL:\$7,000.00

ORDER DATE:10/30/2009

PROCUREMENT FOLDER:M604863

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER:No

PROCUREMENT TYPE:One (1) Quote

CONTRACT TYPE:Service

CITED AUTHORITY:Contract Policy Manual Thresholds
Allow**Order Summary:**PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$7,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015114

SHIP To:HEALTH CARE AGENCY: BPTU

405 W 5TH ST
STE 357
SANTA ANA, CA 92701-4599Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To:HEALTH CARE AGENCY: PROCUREMENT
ACCOUNTS PAYABLE
511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions:INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012030 ON INVOICE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$7,000.00	10/29/2009	11/09/2009	\$7,000.00	\$0.00	\$7,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI**ACCOUNTING LINE INFORMATION**

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401H0	\$7,000.00

APPROVALS

Date	Status Before	Status After	Approver
10/29/2009 04:18:17 PM	Pending	Approved	girgis.nahed1
10/30/2009 08:15:04 AM	Pending	Approved	rios.alex1

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REFERENCED CONTRACT PROVISIONS

Term: October 29, 2009 through November 9, 2009

Total Maximum Obligation: \$7,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
 Manager of Operations
 Medical and Institutional Health Services Operations
 405 West 5th Street, Suite 718
 Santa Ana, CA 92701

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

CONTRACTOR: City of Santa Ana
 Captain Steve Snyder, Fire Headquarters
 1439 South Broadway
 Santa Ana, CA 92707

CONTRACTOR'S Insurance Coverages:

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

//

1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully
3 expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement,
4 and shall constitute the total Agreement between the parties for these purposes. No addition to, or
5 alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in
6 writing and formally approved and executed by both parties.
7

8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 **D. REIMBURSEMENT STANDARDS**

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

1 the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with the
2 procedure that is provided by ADMINISTRATOR and generally accepted accounting principles.

3
4 **VI. FACILITIES, PAYMENTS AND SERVICES**

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

10
11 **VII. INDEMNIFICATION AND INSURANCE**

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

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

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

32 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
33 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
34 business in the State of California which insure the perils of bodily injury, medical, professional liability
35 and property damage.

36 //

37 //

VIII. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have
5 access to any books, documents, and records, including but not limited to, medical and client records, of
6 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
7 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
8 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
9 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
10 Agreement, and the premises in which they are provided.

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

14 C. AUDIT RESPONSE

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

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

26 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
27 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
28 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
29 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

30
31 **IX. LICENSES AND LAWS**

32 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
33 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
34 necessary for the provision of the services hereunder and required by the laws and regulations of the
35 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
36 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
37 //

1 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
2 exemptions. Said inability shall be cause for termination of this Agreement.

3 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
4 hereunder, as any may now exist or be hereafter changed.

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

14 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

26 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
27 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
28 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
29 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
30 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
31 grounds for termination of this Agreement.

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

35 X. MAXIMUM OBLIGATION

36 The Total Maximum Obligation of COUNTY for services provided in accordance with this
37 Agreement is as specified on Page 3 of this Agreement.

XI. NONDISCRIMINATION

A. EMPLOYMENT

1. CITY shall ensure that applicants are employed, and that employees are treated during employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability. Such action shall include, but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection for training, including apprenticeship. There shall be posted in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth the provisions of the Equal Opportunity clause.

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

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

B. SERVICES, BENEFITS, AND FACILITIES - CITY shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed.

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

- a. Denying a client or potential client any service, benefit, or accommodation.
- b. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

1 d. Treating a client differently from others in satisfying any admission requirement or
2 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
3 any service or benefit.

4 e. Assignment of times or places for the provision of services.

5 2. Complaint Process - CITY shall establish procedures for advising all clients through a
6 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
7 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
8 for Civil Rights. CITY'S statement shall advise clients of the following:

9 a. In those cases where the client's complaint is filed initially with the Office for Civil
10 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
11 COUNTY to conduct the investigation.

12 b. Within the time limits procedurally imposed, the complainant shall be notified in
13 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
14 an appeal with the Office for Civil Rights.

15 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
16 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in
17 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.),
18 pertaining to the prohibition of discrimination against qualified persons with disabilities in all programs
19 or activities, as they exist now or may be hereafter amended together with succeeding legislation.

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

25 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
26 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
27 declared ineligible for further contracts involving federal, state or COUNTY funds.

28
29 **XII. NOTICES**

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

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

34 2. When FAXed, transmission confirmed;

35 3. When sent by electronic mail; or

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

1 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
2 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
3 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
4 expedited delivery service.

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

9
10 **XIII. SEVERABILITY**

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

16
17 **XIV. STATUS OF CITY**

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

28
29 **XV. TERM**

30 The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall
31 remain in effect until such time as it is terminated in accordance with the Termination paragraph of this
32 Agreement; provided, however, CITY shall be obligated to perform such duties as would normally
33 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
34 indemnification, audits, reporting, and accounting.

35 //
36 //
37 //

XVI. TERMINATION

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

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

1. The loss by CITY of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CITY'S services, operation or administration to another entity without the prior written consent of COUNTY.
4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY'S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.

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

XVII. THIRD PARTY BENEFICIARY

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

//

XVIII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6 City of Santa Ana
7

8
9 BY: _____ DATED: _____

10
11 TITLE: _____
12

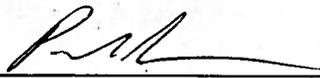
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14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**
16

17
18 BY: _____ ** DATED: _____

19 David L. Riley
20 Agency Director

21 *****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of***
22 ***Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order***
23

24
25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31
32 BY:  _____ DATED: 10-29-09
33 DEPUTY

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

36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6 City of Santa Ana

7
8
9 BY: Paul Lee DATED: 10.29.09

10
11 TITLE: Chief of Police

12
13
14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

16
17
18 BY: _____ ** DATED: _____
19 David L. Riley
20 Agency Director

21 ****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of**
22 **Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order**
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26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30
31
32 BY: _____ DATED: _____
33 DEPUTY

34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
35 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
36 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
37 has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Santa Ana
4

5 **I. DEFINITIONS**

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

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

12 C. "Law Enforcement" means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site exercise on
21 October 31, 2009. CITY shall be reimbursed for the actual cost of providing the services hereunder;
22 provided, however, the total of such payments does not exceed COUNTY'S Total Maximum Obligation
23 and, provided further, CITY'S costs are reimbursable pursuant to COUNTY, state and federal
24 regulations.

25 B. CITY'S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said additional
5 positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site exercises. This POD exercise is designed to test the COUNTY'S
21 mass dispensing and vaccination capabilities as well as CITY'S public safety personnel response. CITY
22 shall provide public safety personnel for the following components including, but not limited to:
23

- 24 A. Providing representation of local law enforcement agency in the overall exercise management
- 25 B. Providing overall law enforcement operations management
- 26 C. Oversee all security operational functions, including security for staffing areas, including, but
27 not limited to:
 - 28 1. Staffing areas
 - 29 2. Site Perimeter Security
 - 30 3. Command Post Security
 - 31 4. Traffic and Crowd Control Security
 - 32 5. Clinic Area Security
 - 33 6. Medication Storage Security
 - 34 7. Parking Security
- 35 D. Providing representation of local fire agency in the overall exercise management
- 36 E. Providing overall site planning services including, but not limited to:
37 //

- | | |
|----|---|
| 1 | 1. Site plan development review and approval |
| 2 | 2. Providing situation updates |
| 3 | 3. Oversee all planning functions and plan implementation |
| 4 | 4. Providing onsite paramedics for the exercise |
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Attachment D. PO-042-10012031 with the City of Irvine
COUNTY OF ORANGE
PURCHASE ORDER
COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE ONLY. THIS IS NOT A LEGAL DOCUMENT. DO NOT DISTRIBUTE TO VENDOR.

VENDOR: VC0000006354: CITY OF IRVINE

1 CIVIC CENTER PLZ

IRVINE, CA 92606-5207

VENDOR CONTACT: NOT ON FILE
 000-000-0000

DEPARTMENT ERIK LOWMAN
CONTACT: 714-720-1069
 ELOWMAN@OCHCA.COM

PROCUREMENT CATHY CHANG
CONTACT:
 CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:

PO-042-10012031

Version Number: 1 Modification Number: 0

ORDER TOTAL: \$15,000.00

ORDER DATE: 10/30/2009
PROCUREMENT FOLDER: M604864
BOARD AWARD NUMBER:
BOARD AWARD DATE:
CONFIRMING ORDER: No
PROCUREMENT TYPE: One (1) Quote
CONTRACT TYPE: Service
CITED AUTHORITY: Contract Policy Manual Thresholds Allow

Order Summary: PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$7,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015115

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST
 STE 357
 SANTA ANA, CA 92701-4599

Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT
 ACCOUNTS PAYABLE
 511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012031 ON INVOICE.

COMMODITY / SERVICE INFORMATION									
Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$15,000.00	10/29/2009	11/09/2009	\$15,000.00	\$0.00	\$15,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
 SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION									
Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401R0	\$15,000.00

APPROVALS			
Date	Status Before	Status After	Approver
10/29/2009 04:30:09 PM	Pending	Approved	girgis.nahed1
10/29/2009 04:41:09 PM	Pending	Approved	karim.babar1
10/30/2009 08:12:07 AM	Pending	Approved	rios.alex1

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REFERENCED CONTRACT PROVISIONS

1
2 **Term:** October 29, 2009 through November 9, 2009

3
4 **Total Maximum Obligation:** \$15,000

5
6 **Basis for Reimbursement:** Actual Cost

7 **Payment Method:** Provisional Amount

8 **Notices to COUNTY and CONTRACTOR:**

9
10 **COUNTY:** Orange County Health Care Agency
11 Manager of Operations
12 Medical and Institutional Health Services Operations
13 405 West 5th Street, Suite 718
14 Santa Ana, CA 92701

15
16 Orange County Health Care Agency
17 Program Manager
18 Health Disaster Management Division
19 405 West 5th Street, Suite 310
20 Santa Ana, CA 92701

21
22
23 **CONTRACTOR:** City of Irvine
24 **Attn:** Eileen Salmon, Irvine Police Department
25 One Civic Center Plaza
26 Irvine, CA 92623-9575

CONTRACTOR'S Insurance Coverages:

27
28
29

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

36 //

37 //

1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 D. REIMBURSEMENT STANDARDS

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

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

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

5 1. CITY shall use its best efforts to encourage attendance at Compliance Training by Covered
6 Individuals.

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

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

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

13
14 **III. CONFIDENTIALITY**

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

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

24
25 **IV. DELEGATION AND ASSIGNMENT**

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

34 //
35 //
36 //
37 //

V. EXPENDITURE AND REVENUE REPORT

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

VI. FACILITIES, PAYMENTS AND SERVICES

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

VII. INDEMNIFICATION AND INSURANCE

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

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

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

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1 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
2 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
3 business in the State of California which insure the perils of bodily injury, medical, professional liability
4 and property damage.

5
6 **VIII. INSPECTIONS AND AUDITS**

7 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
8 of the State of California, the Secretary of the United States Department of Health and Human Services,
9 the Comptroller General of the United States, or any other of their authorized representatives, shall have
10 access to any books, documents, and records, including but not limited to, medical and client records, of
11 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
12 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
13 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
14 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
15 Agreement, and the premises in which they are provided.

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

19 C. AUDIT RESPONSE

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

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

31 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
32 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
33 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
34 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

35 //
36 //
37 //

IX. LICENSES AND LAWS

1
2 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
3 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
4 necessary for the provision of the services hereunder and required by the laws and regulations of the
5 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
6 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
7 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
8 exemptions. Said inability shall be cause for termination of this Agreement.

9 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
10 hereunder, as any may now exist or be hereafter changed.

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

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

20
21 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
22 of the award of this Agreement:

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

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

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

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

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
37 grounds for termination of this Agreement.

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

3 a. Denying a client or potential client any service, benefit, or accommodation.

4 b. Providing any service or benefit to a client which is different or is provided in a
5 different manner or at a different time from that provided to other clients.

6 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
7 by others receiving any service or benefit.

8 d. Treating a client differently from others in satisfying any admission requirement or
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
10 any service or benefit.

11 e. Assignment of times or places for the provision of services.

12 2. Complaint Process - CITY shall establish procedures for advising all clients through a
13 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
14 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
15 for Civil Rights. CITY'S statement shall advise clients of the following:

16 a. In those cases where the client's complaint is filed initially with the Office for Civil
17 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
18 COUNTY to conduct the investigation.

19 b. Within the time limits procedurally imposed, the complainant shall be notified in
20 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
21 an appeal with the Office for Civil Rights.

22 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
23 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
24 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
25 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
26 now or may be hereafter amended together with succeeding legislation.

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

32 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
33 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
34 declared ineligible for further contracts involving federal, state or COUNTY funds.

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XII. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

6 2. When FAXed, transmission confirmed;

7 3. When sent by electronic mail; or

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

10 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
11 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
12 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
13 expedited delivery service.

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

18
19 **XIII. SEVERABILITY**

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

25
26 **XIV. STATUS OF CITY**

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

37 //

XV. TERM

The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall remain in effect until such time as it is terminated in accordance with the Termination paragraph of this Agreement; provided, however, CITY shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

XVI. TERMINATION

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

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

- 1. The loss by CITY of legal capacity.
- 2. Cessation of services.
- 3. The delegation or assignment of CITY’S services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY’S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
- 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

//

1 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
2 supplies purchased with funds provided by COUNTY.

3 E. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
5

6 **XVII. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any clients provided services hereunder.
9

10 **XVIII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement
13 shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any
14 breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Irvine

8
9 BY: _____ DATED: _____

10
11 TITLE: _____

12
13
14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

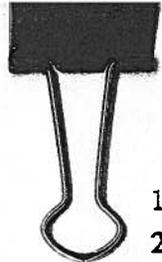
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18 BY: _____ ** DATED: _____
19 David L. Riley
20 Agency Director

21
22
23 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
24 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30 BY:  _____ DATED: 10-29-09
31 DEPUTY
32
33
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.



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

[This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
all of which together shall constitute one and the same instrument.]

City of Irvine

BY: Matthew P. Mahoney DATED: 10/30/09

TITLE: POLICE LEUTENANT - IRVINE POLICE DEPARTMENT

COUNTY OF ORANGE HEALTH CARE AGENCY

BY: _____ ** DATED: _____
David L. Riley
Agency Director

***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

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

BY: _____ DATED: _____
DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
any Vice President, and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Irvine
4

5 **I. DEFINITIONS**

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

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

12 C. "Law Enforcement" means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site operations on
21 October 31, 2009 and/or November 7, 2009. CITY shall be reimbursed for the actual cost of providing
22 the services hereunder; provided, however, the total of such payments does not exceed COUNTY'S
23 Total Maximum Obligation and, provided further, CITY'S costs are reimbursable pursuant to
24 COUNTY, state and federal regulations.

25 B. CITY'S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said
5 additional positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site operations. The POD operations are designed to test the
21 COUNTY'S mass dispensing and vaccination capabilities as well as CITY'S public safety personnel
22 response. CITY shall provide public safety personnel for the following components including, but not
23 limited to:
24

- 25 A. Providing representation of local law enforcement agency in the overall site management
- 26 B. Providing overall law enforcement operations management
- 27 C. Oversee all security operational functions, including security for clinic areas, including, but

28 not limited to:

- 29 1. Site Perimeter Security
- 30 2. Interior Site Security
- 31 3. Traffic and Crowd Control Security
- 32 4. Clinic Area Security
- 33 5. Parking Security

34 D. Providing representation of local fire agency in the overall clinic management, if required.

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COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000007200: CITY OF SANTA ANA

1000 E SANTA ANA BLVD STE 200

SANTA ANA, CA 92701-3900

VENDOR CONTACT: NOT ON FILE
000-000-0000

DEPARTMENTERIK LOWMAN

CONTACT: 714-720-1069

ELOWMAN@OCHCA.COM

PROCUREMENTCATHY CHANG

CONTACT:

CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:**PO-042-10012032**

Version Number: 1

Modification Number: 0

ORDER TOTAL: \$15,000.00

ORDER DATE: 10/30/2009

PROCUREMENT FOLDER: M604865

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER: No

PROCUREMENT TYPE: One (1) Quote

CONTRACT TYPE: Service

CITED AUTHORITY: Contract Policy Manual Thresholds
Allow**Order Summary:** PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$7,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015115

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST

STE 357

SANTA ANA, CA 92701-4599

Delivery Date:**FOB:****Shipping Method:****Delivery Type:****BILL To:** HEALTH CARE AGENCY: PROCUREMENT

ACCOUNTS PAYABLE

511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012032 ON INVOICE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$15,000.00	10/29/2009	11/09/2009	\$15,000.00	\$0.00	\$15,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401R0	\$15,000.00

APPROVALS

Date	Status Before	Status After	Approver
10/29/2009 04:30:32 PM	Pending	Approved	girgis.nahed1
10/29/2009 04:41:38 PM	Pending	Approved	karim.babar1
10/30/2009 08:19:26 AM	Pending	Approved	rios.alex1

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REFERENCED CONTRACT PROVISIONS

1
2 **Term:** October 29, 2009 through November 9, 2009

3
4 **Total Maximum Obligation:** \$15,000

5
6 **Basis for Reimbursement:** Actual Cost

7 **Payment Method:** Provisional Amount

8 **Notices to COUNTY and CONTRACTOR:**

9
10 **COUNTY:** Orange County Health Care Agency
11 Manager of Operations
12 Medical and Institutional Health Services Operations
13 405 West 5th Street, Suite 718
14 Santa Ana, CA 92701

15
16 Orange County Health Care Agency
17 Program Manager
18 Health Disaster Management Division
19 405 West 5th Street, Suite 310
20 Santa Ana, CA 92701

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23 **CONTRACTOR:** City of Santa Ana
24 **Attn:** Captain Steve Snyder, Fire Headquarters
25 1439 South Broadway
26 Santa Ana, CA 92707

CONTRACTOR'S Insurance Coverages:

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Coverage	Minimum Limits
31 Workers' Compensation	Statutory
32 Employer's Liability Insurance	\$1,000,000 per occurrence
33 Comprehensive General Liability Insurance	\$2,000,000
34 Automobile Insurance,	\$1,000,000 Combined Single Limit
35 including coverage for owned, non-owned, and hired vehicles	

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1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 **D. REIMBURSEMENT STANDARDS**

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

V. EXPENDITURE AND REVENUE REPORT

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

VI. FACILITIES, PAYMENTS AND SERVICES

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

VII. INDEMNIFICATION AND INSURANCE

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

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

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

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1 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
2 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
3 business in the State of California which insure the perils of bodily injury, medical, professional liability
4 and property damage.

5
6 **VIII. INSPECTIONS AND AUDITS**

7 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
8 of the State of California, the Secretary of the United States Department of Health and Human Services,
9 the Comptroller General of the United States, or any other of their authorized representatives, shall have
10 access to any books, documents, and records, including but not limited to, medical and client records, of
11 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
12 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
13 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
14 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
15 Agreement, and the premises in which they are provided.

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

19 C. AUDIT RESPONSE

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

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

31 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
32 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
33 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
34 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

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IX. LICENSES AND LAWS

1
2 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
3 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
4 necessary for the provision of the services hereunder and required by the laws and regulations of the
5 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
6 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
7 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
8 exemptions. Said inability shall be cause for termination of this Agreement.

9 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
10 hereunder, as any may now exist or be hereafter changed.

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

20 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
37 grounds for termination of this Agreement.

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

4 **X. MAXIMUM OBLIGATION**

5 The Total Maximum Obligation of COUNTY for services provided in accordance with this
6 Agreement is as specified on Page 3 of this Agreement.

7
8 **XI. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

10 1. CITY shall ensure that applicants are employed, and that employees are treated during
11 employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed,
12 sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical
13 or mental disability. Such action shall include, but not be limited to the following: employment,
14 upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay
15 or other forms of compensation; and selection for training, including apprenticeship. There shall be
16 posted in conspicuous places, available to employees and applicants for employment, notices from
17 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
18 the provisions of the Equal Opportunity clause.

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

24 3. Each labor union or representative of workers with which CITY has a collective bargaining
25 agreement or other contract or understanding must post a notice advising the labor union or workers'
26 representative of the commitments under this Nondiscrimination paragraph and shall post copies of the
27 notice in conspicuous places available to employees and applicants for employment.

28 **B. SERVICES, BENEFITS, AND FACILITIES** - CITY shall not discriminate in the provision of
29 services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group
30 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and over),
31 sexual preference, medical condition, or physical or mental disability in accordance with Title IX of the
32 Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
33 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter
34 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division
35 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent
36 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
37 regulations, as all may now exist or be hereafter amended or changed.

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

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

12 2. Complaint Process - CITY shall establish procedures for advising all clients through a
13 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
14 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
15 for Civil Rights. CITY'S statement shall advise clients of the following:

- 16 a. In those cases where the client's complaint is filed initially with the Office for Civil
17 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
18 COUNTY to conduct the investigation.
- 19 b. Within the time limits procedurally imposed, the complainant shall be notified in
20 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
21 an appeal with the Office for Civil Rights.

22 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
23 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
24 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
25 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
26 now or may be hereafter amended together with succeeding legislation.

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

32 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
33 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
34 declared ineligible for further contracts involving federal, state or COUNTY funds.

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1 **XII. NOTICES**

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

- 4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
6 2. When FAXed, transmission confirmed;
7 3. When sent by electronic mail; or
8 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
9 Service, or other expedited delivery service.

10 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
11 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
12 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
13 expedited delivery service.

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

18
19 **XIII. SEVERABILITY**

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

25
26 **XIV. STATUS OF CITY**

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

37 //

XV. TERM

The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall remain in effect until such time as it is terminated in accordance with the Termination paragraph of this Agreement; provided, however, CITY shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

XVI. TERMINATION

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

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

1. The loss by CITY of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CITY'S services, operation or administration to another entity without the prior written consent of COUNTY.
4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY'S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

//

1 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
2 supplies purchased with funds provided by COUNTY.

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

5
6 **XVII. THIRD PARTY BENEFICIARY**

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

9
10 **XVIII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement
13 shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any
14 breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Santa Ana

8
9
10 BY: _____ DATED: _____

11
12 TITLE: _____

13
14
15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**

17
18
19 BY: _____ ** DATED: _____
20 David L. Riley
21 Agency Director

22
23
24 *****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of***
25 ***Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order***

26
27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

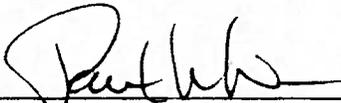
30
31
32 BY:  _____ DATED: 10-29-09
33 DEPUTY

34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Santa Ana

8
9
10 BY:  DATED: 10 29 09

11
12 TITLE: Chief of Police

13
14
15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**

17
18
19 BY: _____ ** DATED: _____
20 David L. Riley
21 Agency Director

22
23
24 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
25 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

26
27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY: _____ DATED: _____
33 DEPUTY

34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
City of Santa Ana

I. DEFINITIONS

A. “Exercise” means an event designed to test and evaluate the POD site plan using the guidelines set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

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

C. “Law Enforcement” means any sworn public safety (law enforcement) personnel that are employed by any city or county agency contracted with CITY.

D. “Point of Dispensing” (POD) site means any pre-identified location within a city and/or agency designed to provide public citizens with medications, supplies, equipment, and/or other resources in the event of a Health Emergency.

II. PAYMENTS

A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public safety representatives, included in Section F below, for participation in the POD site operations on October 31, 2009 and/or November 7, 2009. CITY shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’S Total Maximum Obligation and, provided further, CITY’S costs are reimbursable pursuant to COUNTY, state and federal regulations.

B. CITY’S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th) working day of the following month, and payments to CITY should be released by COUNTY no later than the tenth (10th) calendar day of the succeeding month.

C. All billings to COUNTY shall be supported, at CITY’S facility, by source documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any provision of this Agreement.

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

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said
5 additional positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site operations. The POD operations are designed to test the
21 COUNTY'S mass dispensing and vaccination capabilities as well as CITY'S public safety personnel
22 response. CITY shall provide public safety personnel for the following components including, but not
23 limited to:
24

- 25 A. Providing representation of local law enforcement agency in the overall site management
- 26 B. Providing overall law enforcement operations management
- 27 C. Oversee all security operational functions, including security for clinic areas, including, but

28 not limited to:

- 29 1. Site Perimeter Security
- 30 2. Interior Site Security
- 31 3. Traffic and Crowd Control Security
- 32 4. Clinic Area Security
- 33 5. Parking Security

- 34 D. Providing representation of local fire agency in the overall clinic management, if required.

35 //

36 //

37 //



COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000007268: CITY OF CYPRESS

PO BOX 609

CYPRESS, CA 90630-0609

VENDOR CONTACT: NOT ON FILE
000-000-0000DEPARTMENT ERIK LOWMAN
CONTACT: 714-720-1069
ELOWMAN@OCHCA.COMPROCUREMENT CATHY CHANG
CONTACT:
CCHANG@OCHCA.COM**PURCHASE ORDER NUMBER:****PO-042-10012056**

Version Number: 1 Modification Number: 0

ORDER TOTAL: \$15,000.00

ORDER DATE: 11/03/2009

PROCUREMENT FOLDER: M604866

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER: No

PROCUREMENT TYPE: One (1) Quote

CONTRACT TYPE: Service

CITED AUTHORITY: Contract Policy Manual Thresholds
Allow**Order Summary:** PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$15,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015185

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST
STE 357
SANTA ANA, CA 92701-4599Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT
ACCOUNTS PAYABLE
511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012056 ON INVOICE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$15,000.00	11/07/2009	11/07/2009	\$15,000.00	\$0.00	\$15,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI**ACCOUNTING LINE INFORMATION**

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401R0	\$15,000.00

APPROVALS

Date	Status Before	Status After	Approver
11/03/2009 08:19:52 AM	Pending	Approved	girgis.nahed1
11/03/2009 09:22:38 AM	Pending	Approved	amantine.liz1
11/03/2009 11:48:14 AM	Pending	Approved	lopez.mark1

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REFERENCED CONTRACT PROVISIONS

1
2 **Term:** October 29, 2009 through November 9, 2009

3
4 **Total Maximum Obligation:** \$15,000

5
6 **Basis for Reimbursement:** Actual Cost

7 **Payment Method:** Provisional Amount

8 **Notices to COUNTY and CONTRACTOR:**

9
10 **COUNTY:** Orange County Health Care Agency
11 Manager of Operations
12 Medical and Institutional Health Services Operations
13 405 West 5th Street, Suite 718
14 Santa Ana, CA 92701

15
16 Orange County Health Care Agency
17 Program Manager
18 Health Disaster Management Division
19 405 West 5th Street, Suite 310
20 Santa Ana, CA 92701

21
22
23 **CONTRACTOR:** City of Cypress
24 **Attn:** Sergeant Tom Bruce, Cypress Police Department
25 5275 Orange Avenue
26 Cypress, CA 90630

27
28 **CONTRACTOR'S Insurance Coverages:**

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

36 //

37 //

1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has
12 established its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance
13 Program and shall provide certification to ADMINISTRATOR that CITY shall operate its own
14 Compliance Program and shall ensure that its employees, subcontractors, interns, volunteers, and
15 members of Board of Directors or duly authorized agent, if appropriate, ("Covered Individuals") are
16 made aware of CITY'S Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 **D. REIMBURSEMENT STANDARDS**

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

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

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

5 1. CITY shall use its best efforts to encourage attendance at Compliance Training by Covered
6 Individuals.

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

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

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

13
14 **III. CONFIDENTIALITY**

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

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

24
25 **IV. DELEGATION AND ASSIGNMENT**

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

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V. EXPENDITURE AND REVENUE REPORT

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

VI. FACILITIES, PAYMENTS AND SERVICES

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

VII. INDEMNIFICATION AND INSURANCE

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

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

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

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D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do business in the State of California which insure the perils of bodily injury, medical, professional liability and property damage.

VIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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IX. LICENSES AND LAWS

3 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
4 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
5 necessary for the provision of the services hereunder and required by the laws and regulations of the
6 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
7 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
8 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
9 exemptions. Said inability shall be cause for termination of this Agreement.

10 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
11 hereunder, as any may now exist or be hereafter changed.

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

D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

33 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
34 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
35 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
36 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement;
37 and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute

1 grounds for termination of this Agreement.

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

5 **X. MAXIMUM OBLIGATION**

6 The Total Maximum Obligation of COUNTY for services provided in accordance with this
7 Agreement is as specified on Page 3 of this Agreement.

8 **XI. NONDISCRIMINATION**

9 **A. EMPLOYMENT**

10 1. CITY shall ensure that applicants are employed, and that employees are treated during
11 employment, without regard to their ethnic group identification, race, religion, ancestry, color, creed,
12 sex, marital status, national origin, age (40 and over), sexual preference, medical condition, or physical
13 or mental disability. Such action shall include, but not be limited to the following: employment,
14 upgrade, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rate of pay
15 or other forms of compensation; and selection for training, including apprenticeship. There shall be
16 posted in conspicuous places, available to employees and applicants for employment, notices from
17 ADMINISTRATOR and/or the United States Equal Employment Opportunity Commission setting forth
18 the provisions of the Equal Opportunity clause.

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

24 3. Each labor union or representative of workers with which CITY has a collective bargaining
25 agreement or other contract or understanding must post a notice advising the labor union or workers'
26 representative of the commitments under this Nondiscrimination paragraph and shall post copies of the
27 notice in conspicuous places available to employees and applicants for employment.

28 **B. SERVICES, BENEFITS, AND FACILITIES** - CITY shall not discriminate in the provision of
29 services, the allocation of benefits, or in the accommodation in facilities on the basis of ethnic group
30 identification, race, religion, ancestry, color, creed, sex, marital status, national origin, age (40 and
31 over), sexual preference, medical condition, or physical or mental disability in accordance with Title IX
32 of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964
33 (42 U.S.C.A. §2000d); the Age Discrimination Act of 1975 (42 U.S.C.A. §6101); Article 9.5, Chapter
34 1, Part 1, Division 3, Title 2, (§11135, et seq.) of the California Government Code; and Title 9, Division
35 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations, and all other pertinent
36 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
37

1 regulations, as all may now exist or be hereafter amended or changed.

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

4 a. Denying a client or potential client any service, benefit, or accommodation.

5 b. Providing any service or benefit to a client which is different or is provided in a
6 different manner or at a different time from that provided to other clients.

7 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
8 by others receiving any service or benefit.

9 d. Treating a client differently from others in satisfying any admission requirement or
10 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
11 any service or benefit.

12 e. Assignment of times or places for the provision of services.

13 2. Complaint Process - CITY shall establish procedures for advising all clients through a
14 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
15 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
16 for Civil Rights. CITY'S statement shall advise clients of the following:

17 a. In those cases where the client's complaint is filed initially with the Office for Civil
18 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
19 COUNTY to conduct the investigation.

20 b. Within the time limits procedurally imposed, the complainant shall be notified in
21 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
22 an appeal with the Office for Civil Rights.

23 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
24 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
25 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
26 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
27 now or may be hereafter amended together with succeeding legislation.

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

33 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and
34 state law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may
35 be declared ineligible for further contracts involving federal, state or COUNTY funds.

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2 **XII. NOTICES**

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

5 1. When written and deposited in the United States mail, first class postage prepaid and
6 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

7 2. When FAXed, transmission confirmed;

8 3. When sent by electronic mail; or

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

11 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
12 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
13 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
14 expedited delivery service.

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

19
20 **XIII. SEVERABILITY**

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

26
27 **XIV. STATUS OF CITY**

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

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2 **XV. TERM**

3 The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall
4 remain in effect until such time as it is terminated in accordance with the Termination paragraph of this
5 Agreement; provided, however, CITY shall be obligated to perform such duties as would normally
6 extend beyond this term, including but not limited to, obligations with respect to confidentiality,
7 indemnification, audits, reporting, and accounting.

8
9 **XVI. TERMINATION**

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

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

- 16 1. The loss by CITY of legal capacity.
- 17 2. Cessation of services.
- 18 3. The delegation or assignment of CITY'S services, operation or administration to another
19 entity without the prior written consent of COUNTY.
- 20 4. The habitual neglect by any physician or licensed person employed by CITY of any duty
21 required pursuant to this Agreement.
- 22 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this
23 Agreement.

24
25 **C. CONTINGENT FUNDING**

- 26 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 27 a. The continued availability of federal, state and COUNTY funds for reimbursement of
28 COUNTY'S expenditures, and
 - 29 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
30 approved by the Board of Supervisors.
- 31 2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate
32 or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

33 **D. After receiving a Notice of Termination CONTRACTOR shall do the following:**

- 34 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
35 is consistent with recognized standards of quality care and prudent business practice.
- 36 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
37 performance during the remaining contract term.

1 //
2 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
3 supplies purchased with funds provided by COUNTY.

4 E. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
5 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
6

7 **XVII. THIRD PARTY BENEFICIARY**

8 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
9 including, but not limited to, any subcontractors or any clients provided services hereunder.
10

11 **XVIII. WAIVER OF DEFAULT OR BREACH**

12 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
13 subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement
14 shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any
15 breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,
2 State of California.

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Cypress

8
9 BY: _____ DATED: _____

10
11 TITLE: _____

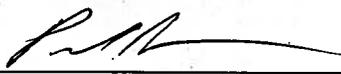
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15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

16
17
18 BY: _____ ** DATED: _____

19 David L. Riley
20 Agency Director

21
22
23 *****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
24 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order***

25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30 BY:  _____ DATED: 10-29-09
31 DEPUTY

32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

EXHIBIT A
TO AGREEMENT WITH
City of Cypress

I. DEFINITIONS

A. “Exercise” means an event designed to test and evaluate the POD site plan using the guidelines set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

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

C. “Law Enforcement” means any sworn public safety (law enforcement) personnel that are employed by any city or county agency contracted with CITY.

D. “Point of Dispensing” (POD) site means any pre-identified location within a city and/or agency designed to provide public citizens with medications, supplies, equipment, and/or other resources in the event of a Health Emergency.

II. PAYMENTS

A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public safety representatives, included in Section F below, for participation in the POD site operations on October 31, 2009 and/or November 7, 2009. CITY shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’S Total Maximum Obligation and, provided further, CITY’S costs are reimbursable pursuant to COUNTY, state and federal regulations.

B. CITY’S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th) working day of the following month, and payments to CITY should be released by COUNTY no later than the tenth (10th) calendar day of the succeeding month.

C. All billings to COUNTY shall be supported, at CITY’S facility, by source documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided.

D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any provision of this Agreement.

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

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said additional
5 positions must be allowable through COUNTY'S funding available for these services

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives, including non-sworn Law Enforcement
20 officers, for initiating POD sites to deliver mass vaccinations or to conduct POD site operations. The
21 POD operations are designed to test the COUNTY'S mass dispensing and vaccination capabilities as well
22 as CITY'S public safety personnel response. CITY shall provide public safety personnel for the following
23 components including, but not limited to:
24

- 25 A. Providing representation of local law enforcement agency in the overall site management
- 26 B. Providing overall law enforcement operations management
- 27 C. Oversee all security operational functions, including security for clinic areas, including, but
28 not limited to:
 - 29 1. Site Perimeter Security
 - 30 2. Interior Site Security
 - 31 3. Traffic and Crowd Control Security
 - 32 4. Clinic Area Security
 - 33 5. Parking Security
- 34 D. Providing representation of local fire agency in the overall clinic management, if required.

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COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000007188: CITY OF FULLERTON

4011 W COMMONWEALTH AVE

FULLERTON, CA 92833-2569

VENDOR CONTACT: NOT ON FILE
000-000-0000

DEPARTMENT ERIK LOWMAN
CONTACT: 714-720-1069
ELOWMAN@OCHCA.COM

PROCUREMENT CATHY CHANG
CONTACT:
CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:

PO-042-10012059

Version Number: 1 Modification Number: 0

ORDER TOTAL: \$15,000.00

ORDER DATE: 11/03/2009
PROCUREMENT FOLDER: M604867
BOARD AWARD NUMBER:
BOARD AWARD DATE:
CONFIRMING ORDER: No
PROCUREMENT TYPE: One (1) Quote
CONTRACT TYPE: Service
CITED AUTHORITY: Contract Policy Manual Thresholds
Allow

Order Summary: PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR H1N1 VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT H1N1 PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$15,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015185

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST
STE 357
SANTA ANA, CA 92701-4599

Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT
ACCOUNTS PAYABLE
511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012059 ON INVOICE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$15,000.00	11/07/2009	11/07/2009	\$15,000.00	\$0.00	\$15,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401R0	\$15,000.00

APPROVALS

Date	Status Before	Status After	Approver
11/03/2009 08:20:27 AM	Pending	Approved	girgis.nahed1
11/03/2009 09:23:03 AM	Pending	Approved	amantine.liz1
11/03/2009 11:51:27 AM	Pending	Approved	lopez.mark1

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REFERENCED CONTRACT PROVISIONS

Term: October 29, 2009 through November 9, 2009

Total Maximum Obligation: \$15,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
 Manager of Operations
 Medical and Institutional Health Services Operations
 405 West 5th Street, Suite 718
 Santa Ana, CA 92701

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

CONTRACTOR: City of Fullerton
Attn:
 303 W. Commonwealth
 Fullerton, CA 92832

CONTRACTOR'S Insurance Coverages:

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

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1 **I. ALTERATION OF TERMS**

2 This Agreement, together with Exhibit A, attached hereto and incorporated herein by reference, fully
3 expresses all understanding of COUNTY and CITY with respect to the subject matter of this Agreement,
4 and shall constitute the total Agreement between the parties for these purposes. No addition to, or
5 alteration of, the terms of this Agreement, whether written or verbal, shall be valid unless made in
6 writing and formally approved and executed by both parties.
7

8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 D. REIMBURSEMENT STANDARDS

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

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

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

5 1. CITY shall use its best efforts to encourage attendance at Compliance Training by Covered
6 Individuals.

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

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

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

13
14 **III. CONFIDENTIALITY**

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

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

24
25 **IV. DELEGATION AND ASSIGNMENT**

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

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V. EXPENDITURE AND REVENUE REPORT

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

VI. FACILITIES, PAYMENTS AND SERVICES

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

VII. INDEMNIFICATION AND INSURANCE

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

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

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

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1 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
2 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
3 business in the State of California which insure the perils of bodily injury, medical, professional liability
4 and property damage.

5
6 **VIII. INSPECTIONS AND AUDITS**

7 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
8 of the State of California, the Secretary of the United States Department of Health and Human Services,
9 the Comptroller General of the United States, or any other of their authorized representatives, shall have
10 access to any books, documents, and records, including but not limited to, medical and client records, of
11 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
12 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
13 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
14 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
15 Agreement, and the premises in which they are provided.

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

19 C. AUDIT RESPONSE

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

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

31 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
32 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
33 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
34 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

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IX. LICENSES AND LAWS

1
2 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
3 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
4 necessary for the provision of the services hereunder and required by the laws and regulations of the
5 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
6 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
7 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
8 exemptions. Said inability shall be cause for termination of this Agreement.

9 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
10 hereunder, as any may now exist or be hereafter changed.

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

20 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
37 grounds for termination of this Agreement.

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

3 a. Denying a client or potential client any service, benefit, or accommodation.

4 b. Providing any service or benefit to a client which is different or is provided in a
5 different manner or at a different time from that provided to other clients.

6 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
7 by others receiving any service or benefit.

8 d. Treating a client differently from others in satisfying any admission requirement or
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
10 any service or benefit.

11 e. Assignment of times or places for the provision of services.

12 2. Complaint Process - CITY shall establish procedures for advising all clients through a
13 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
14 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
15 for Civil Rights. CITY'S statement shall advise clients of the following:

16 a. In those cases where the client's complaint is filed initially with the Office for Civil
17 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
18 COUNTY to conduct the investigation.

19 b. Within the time limits procedurally imposed, the complainant shall be notified in
20 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
21 an appeal with the Office for Civil Rights.

22 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
23 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
24 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
25 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
26 now or may be hereafter amended together with succeeding legislation.

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

32 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
33 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
34 declared ineligible for further contracts involving federal, state or COUNTY funds.

35 //

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1 **XII. NOTICES**

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

- 4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;
6 2. When FAXed, transmission confirmed;
7 3. When sent by electronic mail; or
8 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
9 Service, or other expedited delivery service.

10 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
11 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
12 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
13 expedited delivery service.

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

18
19 **XIII. SEVERABILITY**

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

25
26 **XIV. STATUS OF CITY**

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

37 //

XV. TERM

The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall remain in effect until such time as it is terminated in accordance with the Termination paragraph of this Agreement; provided, however, CITY shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

XVI. TERMINATION

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

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

- 1. The loss by CITY of legal capacity.
- 2. Cessation of services.
- 3. The delegation or assignment of CITY'S services, operation or administration to another entity without the prior written consent of COUNTY.
- 4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
- 5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

- 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY'S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.

2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

- 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
- 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

//

1 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
2 supplies purchased with funds provided by COUNTY.

3 E. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
5

6 **XVII. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any clients provided services hereunder.
9

10 **XVIII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement
13 shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any
14 breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]
5

6
7 City of Fullerton
8

9
10 BY: _____ DATED: _____
11

12 TITLE: _____
13
14

15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**
17

18
19 BY: _____ ** DATED: _____
20

21 David L. Riley
22 Agency Director
23

24 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
25 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*
26

27 APPROVED AS TO FORM:
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA
30

31 BY:  _____ DATED: 11-2-09
32 DEPUTY
33
34

35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

1 //

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

4 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
5 all of which together shall constitute one and the same instrument.]

6
7
8 City of Fullerton

9
10
11 BY: Michael J. Allen DATED: 11-03-09

12
13 TITLE: Police Chief

14
15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**

17
18
19
20 BY: _____ ** DATED: _____
21 David L. Riley
22 Agency Director

23
24
25 *****Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
26 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order***

27
28 APPROVED AS TO FORM:
29 OFFICE OF THE COUNTY COUNSEL
30 ORANGE COUNTY, CALIFORNIA

31
32
33 BY: _____ DATED: _____
34 DEPUTY

35
36 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
37 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors

1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Fullerton
4

5 **I. DEFINITIONS**

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

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

12 C. "Law Enforcement" means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. "Point of Dispensing" (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site operations on
21 October 31, 2009 and/or November 7, 2009. CITY shall be reimbursed for the actual cost of providing
22 the services hereunder; provided, however, the total of such payments does not exceed COUNTY'S
23 Total Maximum Obligation and, provided further, CITY'S costs are reimbursable pursuant to
24 COUNTY, state and federal regulations.

25 B. CITY'S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY'S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said
5 additional positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17 **III. SERVICES**

18 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
19 local emergency management and public safety representatives for initiating POD sites to deliver mass
20 vaccinations or to conduct POD site operations. The POD operations are designed to test the
21 COUNTY'S mass dispensing and vaccination capabilities as well as CITY'S public safety personnel
22 response. CITY shall provide public safety personnel for the following components including, but not
23 limited to:
24

- 25 A. Providing representation of local law enforcement agency in the overall site management
- 26 B. Providing overall law enforcement operations management
- 27 C. Oversee all security operational functions, including security for clinic areas, including, but

28 not limited to:

- 29 1. Site Perimeter Security
- 30 2. Interior Site Security
- 31 3. Traffic and Crowd Control Security
- 32 4. Clinic Area Security
- 33 5. Parking Security

34 D. Providing representation of local fire agency in the overall clinic management, if required.

35 //

36 //

37 //



COUNTY OF ORANGE

PURCHASE ORDER

COUNTY PROCUREMENT OFFICE

FOR INTERNAL COUNTY USE
ONLY. THIS IS NOT A LEGAL
DOCUMENT. DO NOT
DISTRIBUTE TO VENDOR.

VENDOR: VC0000005703: CITY OF RANCHO SANTA MARGARITA

22112 EL PASEO

RCHO STA MARG, CA 92688-2824

VENDOR CONTACT: NOT ON FILE
000-000-0000

DEPARTMENT ERIK LOWMAN
CONTACT: 714-720-1069
ELOWMAN@OCHCA.COM

PROCUREMENT CATHY CHANG
CONTACT:
CCHANG@OCHCA.COM

PURCHASE ORDER NUMBER:

PO-042-10012060

Version Number: 1 **Modification Number:** 0

ORDER TOTAL: \$15,000.00

ORDER DATE: 11/03/2009

PROCUREMENT FOLDER: M604868

BOARD AWARD NUMBER:

BOARD AWARD DATE:

CONFIRMING ORDER: No

PROCUREMENT TYPE: One (1) Quote

CONTRACT TYPE: Service

CITED AUTHORITY: Contract Policy Manual Thresholds Allow

Order Summary: PUBLIC SAFETY SERVICES

THIS EMERGENCY PURCHASE ORDER IS ISSUED TO PROVIDE PUBLIC SAFETY SERVICES BY THE CITY DURING A SEASONAL OR HINI VACCINATIONS CLINIC IN RESPONSE TO THE SIGNIFICANT NEED FOR PUBLIC VACCINATIONS RELATED TO THE CURRENT HINI PANDEMIC. PURCHASE ORDER IS ISSUED PER THE COUNTY OF ORANGE GENERAL TERMS, CONDITIONS, AND SCOPE OF WORK ATTACHED HERETO. PAYMENT OF \$15,000 SHALL BE PAID UPON SUBMISSION OF INVOICE AND APPROVAL FROM PROGRAM MANAGER OR DESIGNEE. RQL-042-10015185

SHIP To: HEALTH CARE AGENCY: BPTU

405 W 5TH ST
STE 357
SANTA ANA, CA 92701-4599

Delivery Date:
FOB:

Shipping Method:

Delivery Type:

BILL To: HEALTH CARE AGENCY: PROCUREMENT
ACCOUNTS PAYABLE
511 N SYCAMORE ST

SANTA ANA, CA 92701-4637

Billing Instructions: INVOICE SHALL BE SENT TO THE ATTENTION OF CATHY CHANG. CONTRACTOR SHALL REFERENCE PURCHASE ORDER NO. PO-042-10012060 ON INVOICE.

COMMODITY / SERVICE INFORMATION

Line	Quantity	UOM	Unit Price	Service Amount	Service From	Service To	Line Sub Total	Tax Amount	Line Total
1	0.00		\$0.00	\$15,000.00	11/07/2009	11/07/2009	\$15,000.00	\$0.00	\$15,000.00

Commodity Code: 99000 - SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI
SECURITY, FIRE, SAFETY, AND EMERGENCY SERVICES (INCLUDING DI

ACCOUNTING LINE INFORMATION

Line	Fund	Dept	Budget Control	Unit	Object	Sub Object	Dept Object	Job Number	Line Total
1	100	042	042	3340	1900			H33401R0	\$15,000.00

APPROVALS

Date	Status Before	Status After	Approver
11/03/2009 08:21:06 AM	Pending	Approved	girgis.nahed1
11/03/2009 09:23:44 AM	Pending	Approved	amantine.liz1
11/03/2009 11:52:04 AM	Pending	Approved	lopez.mark1

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REFERENCED CONTRACT PROVISIONS

Term: October 29, 2009 through November 9, 2009

Total Maximum Obligation: \$15,000

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount

Notices to COUNTY and CONTRACTOR:

COUNTY: Orange County Health Care Agency
 Manager of Operations
 Medical and Institutional Health Services Operations
 405 West 5th Street, Suite 718
 Santa Ana, CA 92701

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

CONTRACTOR: City of Rancho Santa Margarita
Attn: Steve Rhyner
 22112 El Paseo
 Rancho Santa Margarita, CA 92688

CONTRACTOR'S Insurance Coverages:

Coverage	Minimum Limits
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Comprehensive General Liability Insurance	\$2,000,000
Automobile Insurance, including coverage for owned, non-owned, and hired vehicles	\$1,000,000 Combined Single Limit

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1 **I. ALTERATION OF TERMS**

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

7
8 **II. COMPLIANCE**

9 A. COUNTY'S Health Care Agency (HCA) has established a Compliance Program for the purpose
10 of ensuring adherence to all rules and regulations related to federal and state health care programs.

11 1. CITY may adopt HCA's Compliance Program or establish its own. If CITY has established
12 its own Compliance Program, CITY shall acknowledge existence of HCA's Compliance Program and
13 shall provide certification to ADMINISTRATOR that CITY shall operate its own Compliance Program
14 and shall ensure that its employees, subcontractors, interns, volunteers, and members of Board of
15 Directors or duly authorized agent, if appropriate, ("Covered Individuals") are made aware of CITY'S
16 Compliance Program policies and procedures.

17 2. If CITY elects to adopt HCA's Compliance Program, ADMINISTRATOR shall provide
18 CITY with a copy of the relevant HCA Policies and Procedures relating to the Office of Compliance.
19 CITY shall ensure that Covered Individuals relative to this Agreement are made aware of these Policies
20 and Procedures.

21 B. CODE OF CONDUCT - Under the direction of the HCA Office of Compliance, a Code of
22 Conduct for adherence by all HCA employees and contract providers has been developed.

23 1. Within thirty (30) calendar days of award of this Agreement, CITY has the option of
24 submitting to ADMINISTRATOR a signed acknowledgement and agreement that CITY shall comply
25 with the HCA Code of Conduct or CITY shall submit a copy of its Code of Conduct to
26 ADMINISTRATOR for review and comparison to federal, state and county standards by the HCA
27 Compliance Officer.

28 2. If CITY elects to submit a copy of its Code of Conduct, HCA's Compliance Officer shall
29 advise CITY of any necessary changes to CONTRACTOR'S Code of Conduct to meet minimum
30 standards and CITY shall either take necessary action to meet said standards or shall be asked to
31 acknowledge and agree to the HCA Code of Conduct.

32 3. Failure of CITY to submit the acknowledgement of the HCA Code of Conduct or its own
33 Code of Conduct shall constitute a material breach of this Agreement, and failure to cure such breach
34 within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute grounds for
35 termination of this Agreement as to the non-complying party.

36 C. CITY shall screen all Covered Individuals employed or retained to provide services related to
37 this Agreement to ensure that they are not designated as "Ineligible Persons," as defined hereunder.

1 Screening shall be conducted against the General Services Administration's List of Parties Excluded
2 from Federal Programs and the Health and Human Services/Office of Inspector General List of
3 Excluded Individuals/Entities.

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

5 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in the
6 federal health care programs; or

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

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

12 3. CITY shall screen all current Covered Individuals annually unless otherwise authorized in
13 writing by ADMINISTRATOR, to ensure that they have not become Ineligible Persons.

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

17 5. In addition to screening organizations and vendors under subcontract, CITY shall also
18 request that its subcontractors use their best efforts to verify that they are eligible to participate in all
19 federal and State of California health programs and have not been excluded or debarred from
20 participation in any federal or state health care programs, and to further represent to CITY that they do
21 not have any Ineligible Person in their employ or under contract.

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

27 **D. REIMBURSEMENT STANDARDS**

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

33 2. CITY shall not submit false, fraudulent, inaccurate or fictitious claims for payment or
34 reimbursement of any kind.

35 3. CITY shall bill only for those eligible services actually rendered which are also fully
36 documented. When such services are coded, CONTRACTOR shall use only correct billing codes that
37 accurately describe the services provided.

V. EXPENDITURE AND REVENUE REPORT

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

VI. FACILITIES, PAYMENTS AND SERVICES

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

VII. INDEMNIFICATION AND INSURANCE

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

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

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

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1 D. COUNTY and CITY warrant that they are self-insured or maintain policies of insurance, as
2 described on Page 3 of this Agreement, placed with reputable insurance companies licensed to do
3 business in the State of California which insure the perils of bodily injury, medical, professional liability
4 and property damage.

5
6 **VIII. INSPECTIONS AND AUDITS**

7 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
8 of the State of California, the Secretary of the United States Department of Health and Human Services,
9 the Comptroller General of the United States, or any other of their authorized representatives, shall have
10 access to any books, documents, and records, including but not limited to, medical and client records, of
11 CITY that are directly pertinent to this Agreement, for the purpose of responding to a beneficiary
12 complaint or, conducting an audit, review, evaluation, or examination, or making transcripts during the
13 periods of retention set forth in the Records paragraph of Exhibit A to this Agreement. Such persons
14 may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
15 Agreement, and the premises in which they are provided.

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

19 C. AUDIT RESPONSE

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

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

31 D. Within fourteen (14) calendar days of receipt by CITY, CONTRACTOR shall forward to
32 ADMINISTRATOR a copy of any audit report. Such audit shall include, but not be limited to,
33 management, financial, programmatic or any other type of audit of CITY'S operations, whether or not
34 the cost of such operation or audit is reimbursed in whole or in part through this Agreement.

35 //
36 //
37 //

IX. LICENSES AND LAWS

1
2 A. CITY, its officers, agents, employees, and subcontractors shall, throughout the term of this
3 Agreement, maintain all necessary licenses, permits, approvals, certificates, waivers and exemptions
4 necessary for the provision of the services hereunder and required by the laws and regulations of the
5 United States, State of California, COUNTY, and any other applicable governmental agencies. CITY
6 shall notify ADMINISTRATOR immediately and in writing of its inability to obtain or maintain,
7 irrespective of the pendency of any appeal, such permits, licenses, approvals, certificates, waivers and
8 exemptions. Said inability shall be cause for termination of this Agreement.

9 B. CITY shall comply with all laws, rules or regulations applicable to the services provided
10 hereunder, as any may now exist or be hereafter changed.

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

20 D. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

32 2. Failure of CONTRACTOR to timely submit the data and/or certifications required by
33 subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting
34 requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings
35 Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and
36 failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute
37 grounds for termination of this Agreement.

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

3 a. Denying a client or potential client any service, benefit, or accommodation.

4 b. Providing any service or benefit to a client which is different or is provided in a
5 different manner or at a different time from that provided to other clients.

6 c. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed
7 by others receiving any service or benefit.

8 d. Treating a client differently from others in satisfying any admission requirement or
9 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
10 any service or benefit.

11 e. Assignment of times or places for the provision of services.

12 2. Complaint Process - CITY shall establish procedures for advising all clients through a
13 written statement that CITY's clients may file all complaints alleging discrimination in the delivery of
14 services with CITY, ADMINISTRATOR, or the U.S. Department of Health and Human Services' Office
15 for Civil Rights. CITY'S statement shall advise clients of the following:

16 a. In those cases where the client's complaint is filed initially with the Office for Civil
17 Rights (Office), the Office may proceed to investigate the client's complaint, or the Office may request
18 COUNTY to conduct the investigation.

19 b. Within the time limits procedurally imposed, the complainant shall be notified in
20 writing as to the findings regarding the alleged complaint and, if not satisfied with the decision, may file
21 an appeal with the Office for Civil Rights.

22 C. PERSONS WITH DISABILITIES - CITY agrees to comply with the provisions of Section 504
23 of the Rehabilitation Act of 1973 (29 U.S.C.A. 794 et seq., as implemented in 45 CFR 84.1 et seq.), and
24 the Americans with Disabilities Act of 1990 (42 U.S.C.A. 12101, et seq.), pertaining to the prohibition
25 of discrimination against qualified persons with disabilities in all programs or activities, as they exist
26 now or may be hereafter amended together with succeeding legislation.

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

32 E. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
33 law, this Agreement may be canceled, terminated or suspended in whole or in part and CITY may be
34 declared ineligible for further contracts involving federal, state or COUNTY funds.

35 //

36 //

37 //

XII. NOTICES

1
2 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
3 authorized or required by this Agreement shall be effective:

4 1. When written and deposited in the United States mail, first class postage prepaid and
5 addressed as specified on Page 3 of this Agreement or as otherwise directed by ADMINISTRATOR;

6 2. When FAXed, transmission confirmed;

7 3. When sent by electronic mail; or

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

10 B. Termination Notices shall be addressed as specified on Page 3 of this Agreement or as
11 otherwise directed by ADMINISTRATOR and shall be effective when FAXed, transmission confirmed,
12 or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service, or other
13 expedited delivery service.

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

18
19 **XIII. SEVERABILITY**

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

25
26 **XIV. STATUS OF CITY**

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

37 //

XV. TERM

The term of this Agreement shall commence as specified on Page 3 of this Agreement and shall remain in effect until such time as it is terminated in accordance with the Termination paragraph of this Agreement; provided, however, CITY shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

XVI. TERMINATION

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

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

1. The loss by CITY of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CITY'S services, operation or administration to another entity without the prior written consent of COUNTY.
4. The habitual neglect by any physician or licensed person employed by CITY of any duty required pursuant to this Agreement.
5. The loss of accreditation or any license required by the Licenses and Law paragraph of this Agreement.

C. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and COUNTY funds for reimbursement of COUNTY'S expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may terminate or renegotiate this Agreement upon thirty (30) calendar days written notice given CITY.

D. After receiving a Notice of Termination CONTRACTOR shall do the following:

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.

//

1 3. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
2 supplies purchased with funds provided by COUNTY.

3 E. The rights and remedies of COUNTY provided in this Termination paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
5

6 **XVII. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any clients provided services hereunder.
9

10 **XVIII. WAIVER OF DEFAULT OR BREACH**

11 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
12 subsequent default. Waiver by COUNTY of any breach by CITY of any provision of this Agreement
13 shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any
14 breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3 [This Agreement may be executed in counterparts, each one of which shall be deemed an original, and
4 all of which together shall constitute one and the same instrument.]

5
6
7 City of Rancho Santa Margarita

8
9 BY: _____ DATED: _____

10
11 TITLE: _____

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14
15 **COUNTY OF ORANGE HEALTH CARE AGENCY**

16
17
18 BY: _____ ** DATED: _____

19 David L. Riley
20 Agency Director

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22
23 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of
24 Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

25
26 APPROVED AS TO FORM:
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30 BY:  _____ DATED: 10-29-09

31 DEPUTY

32
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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors
has empowered said authorized individual to act on its behalf by his or her signature alone is required by HCA.

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4 all of which together shall constitute one and the same instrument.]

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7 City of Rancho Santa Margarita

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10 BY: Steven E. Hayman

DATED: 11/4/09

11
12 TITLE: Steven E. Hayman, City Manager

13
14
15
16 **COUNTY OF ORANGE HEALTH CARE AGENCY**

17
18
19 BY: _____ ** DATED: _____
20 David L. Riley
21 Agency Director

22
23
24 ***Execution of this Agreement by the County of Orange Health Care Agency is subject to Orange County Board of*
25 *Supervisor's Ratification at its November 10, 2009 meeting of the corresponding emergency Purchase Order*

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28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

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31
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33 DEPUTY

34
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1 EXHIBIT A
2 TO AGREEMENT WITH
3 City of Rancho Santa Margarita
4

5 **I. DEFINITIONS**

6 A. “Exercise” means an event designed to test and evaluate the POD site plan using the guidelines
7 set forth by Homeland Security Exercise and Evaluation Program (HSEEP) requirements.

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

12 C. “Law Enforcement” means any sworn public safety (law enforcement) personnel that are
13 employed by any city or county agency contracted with CITY.

14 D. “Point of Dispensing” (POD) site means any pre-identified location within a city and/or agency
15 designed to provide public citizens with medications, supplies, equipment, and/or other resources in the
16 event of a Health Emergency.

17
18 **II. PAYMENTS**

19 A. COUNTY shall pay CITY, in arrears, for providing local emergency management and public
20 safety representatives, included in Section F below, for participation in the POD site operations on
21 October 31, 2009 and/or November 7, 2009. CITY shall be reimbursed for the actual cost of providing
22 the services hereunder; provided, however, the total of such payments does not exceed COUNTY’S
23 Total Maximum Obligation and, provided further, CITY’S costs are reimbursable pursuant to
24 COUNTY, state and federal regulations.

25 B. CITY’S invoices shall be on forms approved or supplied by ADMINISTRATOR and provide
26 such information as required by ADMINISTRATOR. Invoices should be submitted by the tenth (10th)
27 working day of the following month, and payments to CITY should be released by COUNTY no later
28 than the tenth (10th) calendar day of the succeeding month.

29 C. All billings to COUNTY shall be supported, at CITY’S facility, by source documentation
30 including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals,
31 time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of
32 services provided.

33 D. ADMINISTRATOR may withhold or delay any payment if CITY fails to comply with any
34 provision of this Agreement.

35 E. COUNTY shall not reimburse CITY for services provided beyond the expiration and/or
36 termination of this Agreement, except as may otherwise be provided under this Agreement, or
37 specifically agreed upon in a subsequent Agreement.

1 F. CITY'S public safety personnel positions that are subject to reimbursement by the COUNTY,
2 subject to the Maximum Obligation as set forth on Page 3 of this Agreement, are listed below. At
3 ADMINISTRATOR'S sole discretion, additional personnel positions may be added and
4 ADMINISTRATOR shall notify CITY in writing of any changes; provided, however, that said
5 additional positions must be allowable through COUNTY'S funding available for these services.

- 6 1. Police Chief
- 7 2. Police Captain
- 8 3. Police Lieutenant
- 9 4. Police Sergeant
- 10 5. Police Officer
- 11 6. Fire Chief
- 12 7. Division Chief
- 13 8. Battalion Chief
- 14 9. Fire Captain
- 15 10. Firefighter
- 16 11. Paramedic

17
18 **III. SERVICES**

19 CITY agrees to assist COUNTY in planning for and responding to a Health Emergency by providing
20 local emergency management and public safety representatives for initiating POD sites to deliver mass
21 vaccinations or to conduct POD site operations. The POD operations are designed to test the
22 COUNTY'S mass dispensing and vaccination capabilities as well as CITY'S public safety personnel
23 response. CITY shall provide public safety personnel for the following components including, but not
24 limited to:

- 25 A. Providing representation of local law enforcement agency in the overall site management
- 26 B. Providing overall law enforcement operations management
- 27 C. Oversee all security operational functions, including security for clinic areas, including, but

28 not limited to:

- 29 1. Site Perimeter Security
- 30 2. Interior Site Security
- 31 3. Traffic and Crowd Control Security
- 32 4. Clinic Area Security
- 33 5. Parking Security

34 D. Providing representation of local fire agency in the overall clinic management, if required.

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