

AGREEMENT

THIS AGREEMENT is made and entered into this 11th day of October, 2016, by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, hereinafter referred to as "COUNTY", and each contractor listed in Exhibit A, attached hereto and by this reference incorporated herein, collectively hereinafter referred to as "CONTRACTORS", and such additional Contractors as may, from time to time during the term of this Agreement, be added by COUNTY.

WITNESSETH:

WHEREAS, COUNTY, through its Department of Public Health, is mandated to fulfill the requirements of the Center for Disease Control (CDC) Grant through the California State Department of Public Health (CDPH) for the Public Health Emergency Preparedness Program, County Agreement number A-14-602, to operate Open Points of Dispensing (POD) medication/vaccine sites and Health Officer's requirement to protect the population of Fresno County from biological threats and/or epidemics; and

WHEREAS, COUNTY, has a need for the use of facilities in the event of a Local Public Health Emergency where medications/vaccines would need to be distributed to a large portion of the population in a short amount of time; and

WHEREAS, CONTRACTORS have the facilities with the capacity to serve as an Open POD medication/vaccine site; and

WHEREAS, CONTRACTORS, are willing to provide their facilities, pursuant to the terms and conditions of this Agreement and there will be a significant public need for use of such facilities in the event of a Local Public Health Emergency.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the parties hereto agree as follows:

1. DEFINITIONS

A. FEMA: Federal Emergency Management Agency. FEMA is the Federal agency that provides financial support after a presidential disaster declaration of emergency.

B. FEMA Emergency: "Emergency" under FEMA (42 U.S.C. §5122) "means any

1 occasion or instance for which, in the determination of the President, Federal assistance is needed to
2 supplement State and local efforts and capabilities to save lives and to protect property and public
3 health and safety, or to lessen or avert the threat of a catastrophe in any part of the United States.”

4 C. FEMA Major Disaster: “Major Disaster” under FEMA (42 U.S.C. §5122) means
5 any natural catastrophe (including any hurricane, tornado, storm, high water, wind driven water, tidal
6 wave, tsunami, earthquake, volcanic eruption, landslide, mudslide, snowstorm, or drought), or,
7 regardless of cause, any fire, flood, or explosion, in any part of the United States, which in the
8 determination of the President causes damage of sufficient severity and magnitude to warrant major
9 disaster assistance under this Act to supplement the efforts and available resources of States, local
10 governments, and disaster relief organizations in alleviating the damage, loss, hardship, or suffering
11 caused thereby.”

12 D. FEMA Reimbursement: Any monetary or non-monetary compensation FEMA
13 provides to COUNTY for reimbursement of the occupancy or repair of “POD sites” under 42 U.S.C.
14 5121, et seq. due to a FEMA Emergency or FEMA Major Disaster.

15 E. Local Public Health Emergency: means “the duly proclaimed existence of
16 conditions of disaster or of extreme peril to the safety of persons and property within the territorial
17 limits of Fresno County... caused by such conditions as air pollution, fire, flood, storm, epidemic, riot,
18 drought, sudden and severe energy shortage, plant or animal infestation or disease, the Governor’s
19 warning of an earthquake or volcanic prediction, or an earthquake, or other conditions, other than
20 conditions resulting from a labor controversy, which are or are likely to be beyond the control of the
21 services, personnel, equipment, and facilities of that political subdivision and require the combined
22 forces of other political subdivisions to combat, or with respect to regulated energy utilities, a sudden
23 and severe energy shortage requires extraordinary measures beyond the authority vested in the
24 California Public Utilities Commission.” (Gov’t Code, §8558, subd. (d), omission).

25 F. Open Points of Dispensing (POD) sites: CONTRACTORS sites within certain
26 designated locations throughout COUNTY where COUNTY may dispense medications or vaccines to
27 a large portion of the population during a temporary period of time.

28 G. Prophylaxis: material, equipment and/or supplies utilized to prevent a disease.

1 H. Medical Countermeasures: medicine and medical supplies from the Federal
2 Strategic National Stockpile distributed to local communities following a large scale public health
3 emergency.

4 I. State of Emergency: "means the duly proclaimed existence of conditions of
5 disaster or of extreme peril to the safety of persons and property within the state caused by such
6 conditions as air pollution, fire, flood, storm, epidemic, riot, drought, sudden and severe energy
7 shortage, plant or animal infestation or disease, the Governor's warning of an earthquake or volcanic
8 prediction, or an earthquake, or other conditions, other than conditions resulting from a labor
9 controversy or conditions causing a "state of war emergency," which, by reason of their magnitude, are
10 or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single
11 county, city and county, or city and require the combined forces of a mutual aid region or regions to
12 combat, or with respect to regulated energy utilities, a sudden and severe energy shortage requires
13 extraordinary measures beyond the authority vested in the California Public Utilities Commission."
14 (Gov't Code, §8558, subd, (b)).

15 **2. RESPONSIBILITIES OF CONTRACTORS**

16 A. CONTRACTORS shall designate and plan for a secure location within its
17 facilities to efficiently receive delivery of medical countermeasure material and supplies from
18 COUNTY and provide such site maps/floor plans to COUNTY.

19 B. CONTRACTORS shall identify internal resources and aid, if any, in the
20 development of plans to support the movement of emergency medical countermeasures, equipment
21 and supplies to the designated area(s) of the facility.

22 C. CONTRACTORS' facilities shall accommodate a large number of persons, have
23 sufficient available parking, be easily accessible to the public, and maximize the flow of persons
24 seeking medical countermeasures. CONTRACTORS' facilities must provide adequate space for POD
25 sites that contain areas to include client contact, screening, dispensing of medication/vaccine, first-aid,
26 staff/volunteer registration, and medical supply room.

27 D. CONTRACTORS shall ensure they make their POD sites available for
28 COUNTY use upon COUNTY providing CONTRACTORS with a written notice of a Local Public

1 Health Emergency. CONTRACTORS will work with COUNTY to review and assess Open POD
2 operation plans to ensure that COUNTY's activities will meet the needs of the Local Public Health
3 Emergency with minimal disruption of CONTRACTORS' normal operations. In making the POD
4 sites available to the COUNTY, CONTRACTORS shall permit COUNTY to gather, store, provide
5 and maintain medical countermeasures, equipment and supplies, including office equipment and
6 supplies (e.g., tables, chairs, extension cords, computers, fax machines, signage).

7 E. CONTRACTORS shall maintain accurate records in accordance with disaster
8 regulations of FEMA and the State with respect to any services CONTRACTORS provide (e.g., set-
9 up, operation, clean-up, equipment, supply costs, and/or winding down of a POD site) to COUNTY,
10 including a record of damage, if any, to CONTRACTORS facilities and provide those records to
11 COUNTY, the State, and/or FEMA upon request.

12 F. CONTRACTORS shall, each, be responsible to notify COUNTY when a change
13 in their facilities or point of contact has occurred, so that POD site and plan updates may be
14 implemented by the COUNTY.

15 **3. RESPONSIBILITIES OF COUNTY**

16 A. COUNTY shall provide to CONTRACTORS plans, protocols and supporting
17 documents for activation, delivery and dispensing operations for Open POD sites.

18 B. COUNTY will meet with the CONTRACTORS to review Open POD operation
19 plans. COUNTY will notify CONTRACTORS of any State and/or Federal planning changes that
20 would affect operations of the Open POD site(s).

21 C. COUNTY shall be responsible for determining a Local Public Health
22 Emergency. COUNTY shall provide written notice of a Local Public Health Emergency to
23 CONTRACTORS, which shall require CONTRACTORS to make, as soon as feasible, their POD sites
24 available for COUNTY to utilize.

25 D. COUNTY shall oversee all functions of the POD sites in gathering, storing,
26 providing and maintaining medical countermeasures. To the extent feasible, COUNTY shall make
27 every effort to minimize its interference with CONTRACTORS' business operations.

28 E. COUNTY shall be responsible to provide and oversee COUNTY managers, staff

1 and volunteers in operating the POD sites during a Local Public Health Emergency. Staff provided by
2 CONTRACTORS, if any, to assist the COUNTY will generally be on a volunteer basis.

3 F. COUNTY shall be responsible for providing security so it may conduct POD site
4 operations during a Local Public Health Emergency.

5 G. COUNTY shall exercise reasonable care in conducting activities at the POD sites
6 on CONTRACTORS' facilities during a Local Public Health Emergency. COUNTY, at its sole cost
7 and expense, shall maintain the POD sites in a good, clean, safe and sanitary condition during its
8 actual use period. COUNTY shall not use the POD sites or permit anything to be done in or about the
9 POD sites which will in any way conflict with any law, statute, zoning restriction, ordinance or
10 governmental rule or regulation or requirement now in force relating to or affecting the use or
11 occupancy of the POD site.

12 H. COUNTY shall be responsible for determining when a Local Public Health
13 Emergency has ceased. In such case, COUNTY shall provide written notification of the end of a
14 Local Public Health Emergency to CONTRACTORS. Such notification shall request from
15 CONTRACTOR, and CONTRACTOR shall provide to COUNTY, a reasonable amount of time to
16 wind down to: (1) pack and move out all prophylaxis material, equipment and/or supplies, including
17 office supplies and equipment, from the POD sites; (2) properly remove all debris, waste, and
18 hazardous materials (including any materials or substances defined as hazardous materials, substances
19 or waste, or toxic materials, substances or hazardous waste as those terms or similar terms are defined
20 by any other federal, state or local law, rule, regulation, ordinance or order) from the
21 CONTRACTORS' facilities in a legal manner; (3) return to CONTRACTOR any other items
22 borrowed for the Local Public Health Emergency; and (4) repair and restore CONTRACTORS'
23 facilities to substantially the same repair as prior to the Local Public Health Emergency. After the
24 COUNTY has demobilized the POD sites, it shall inform CONTRACTOR in writing of such
25 demobilization.

26 **4. RESPONSIBILITIES OF COUNTY AND CONTRACTOR**

27 A. COUNTY and CONTRACTORS will participate in mass dispensing drills and
28 exercises at CONTRACTORS' facilities as mutually agreed upon and requested by either party.

1 CONTRACTORS will be permitted to select a time and date to participate in mass dispensing drills
2 and exercises that will not interfere with business operations.

3 B. COUNTY and CONTRACTORS shall comply with all orders, subpoenas,
4 requests, and regulations from the Federal and State government with respect to visiting, maintaining
5 and operating the POD sites.

6 **5. TERM**

7 This Agreement shall become effective upon execution and shall terminate on the 31
8 day of December, 2017.

9 This Agreement shall automatically be extended for two (2) additional twelve (12)
10 month periods upon the same terms and conditions herein set forth, unless written notice of
11 nonrenewal is given by either CONTRACTORS or COUNTY or COUNTY's DPH Director, or
12 designee, not later than sixty (60) days prior to the close of the current Agreement term. Written notice
13 of non-renewal given by a CONTRACTOR to the COUNTY shall only be effective as to the
14 Agreement in relation to that CONTRACTOR and shall have no effect on the renewal of the
15 Agreement with respect to all other CONTRACTORS. Likewise, notice of non-renewal given by the
16 COUNTY shall only be effective as to the Agreement in relation to the CONTRACTOR(S) to whom
17 the notice is addressed and shall have no effect on the renewal of the Agreement with respect to all
18 other CONTRACTORS.

19 **6. TERMINATION**

20 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
21 provided thereunder, are contingent on the approval of funds by the appropriating government agency.
22 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
23 terminated at any time by giving CONTRACTORS thirty (30) days advance written notice.

24 B. Breach of Contract - COUNTY may immediately suspend or terminate this
25 Agreement in whole or in part, where in the determination of COUNTY there is:

- 26 1) An illegal or improper use of funds;
27 2) A failure to comply with any term of this Agreement;
28 3) A substantially incorrect or incomplete report submitted to COUNTY;

1 4) Improperly performed service.

2 In no event shall any payment by COUNTY constitute a waiver by COUNTY of any
3 breach of this Agreement or any default which may then exist on the part of CONTRACTORS.
4 Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the
5 breach or default. COUNTY shall have the right to demand of CONTRACTORS the repayment to
6 COUNTY of any funds disbursed to CONTRACTORS under this Agreement, which in the reasonable
7 judgment of COUNTY were not expended in accordance with the terms of this Agreement. Upon
8 receipt of the demand, CONTRACTORS shall have thirty (30) days to respond. In the event that
9 CONTRACTORS contest the allegations in the demand, CONTRACTORS shall provide COUNTY
10 with an accounting of all funds received by the COUNTY. To the extent CONTRACTORS are unable
11 to demonstrate to the COUNTY's reasonable satisfaction that certain funds were not expended in
12 accordance with the terms of this Agreement, CONTRACTORS shall promptly refund any such funds
13 to the COUNTY.

14 C. Without Cause - Under circumstances other than those set forth above, this
15 Agreement may be terminated by COUNTY upon the giving of sixty (60) days advance written notice
16 of an intention to terminate to CONTRACTOR(S). The COUNTY's termination without cause notice
17 shall only be effective as to the Agreement in relation to the CONTRACTOR(S) to whom the notice is
18 addressed and shall have no effect on the termination of the Agreement with respect to all other
19 CONTRACTORS.

20 7. WAIVER OF COMPENSATION

21 CONTRACTORS agree to waive the right to receive compensation from COUNTY
22 subject to the terms and conditions of this Agreement. Notwithstanding the foregoing,
23 CONTRACTORS reserve the right to seek reimbursement from the COUNTY for expenses incurred
24 in accordance with Paragraph 8.

25 8. NOTIFICATION OF STATE OR FEMA REIMBURSEMENT

26 Upon a State of Emergency, FEMA Emergencies and/or FEMA Major Disasters that
27 may occur within the COUNTY, FEMA or State reimbursement may be available to reimburse the
28 COUNTY for expenses/damages incurred due to the particular State of Emergency, FEMA

Emergency and/or FEMA Major Disaster. (See, generally, Public Law 100-7007 (Robert T. Stafford Disaster Relief and Emergency Assistance Act [42 U.S.C. 5121, et seq.]; see also Gov't Code, §§8550-8668 [California Emergency Services Act]). State or FEMA reimbursement may include monetary or non-monetary reimbursement for expenses incurred in utilizing CONTRACTORS' facilities throughout the COUNTY due to the catastrophic event, or damages to such facilities due to the FEMA Emergency/Major Disaster or State of Emergency, if any. (*Id.*) In the event COUNTY is notified of availability for FEMA or State reimbursement for utilizing CONTRACTORS' facilities, COUNTY will notify the CONTRACTORS in writing within 30 days of such notification from FEMA or the State and provide instructions in how to tender a claim for reimbursement. In the event the COUNTY receives inadequate State or FEMA funds to reimburse all claims tendered by CONTRACTORS, the COUNTY shall reimburse each claim based on the prorata share of available funds.

9. **INDEPENDENT CONTRACTOR**

In performance of the work, duties, and obligations assumed by CONTRACTORS under this Agreement, it is mutually understood and agreed that CONTRACTORS, including any and all of CONTRACTORS' officers, agents, and employees will at all times be acting and performing as independent contractors, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CONTRACTORS shall perform their work and function. However, COUNTY shall retain the right to administer this Agreement so as to verify that CONTRACTORS are performing their obligations in accordance with the terms and conditions thereof.

CONTRACTORS and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this Agreement.

Because of their status as independent contractors, CONTRACTORS shall have absolutely no right to employment rights and benefits available to COUNTY employees. CONTRACTORS shall be solely liable and responsible for providing to, or on behalf of, its

1 employees all legally-required employee benefits. In addition, CONTRACTORS shall be solely
2 responsible and save COUNTY harmless from all matters relating to payment of CONTRACTORS'
3 employees, including compliance with Social Security, withholding, and all other regulations
4 governing such matters. It is acknowledged that during the term of this Agreement, CONTRACTORS
5 may be providing services to others unrelated to the COUNTY or to this Agreement.

6 **10. MODIFICATION**

7 Except as provided for in Paragraph Twenty (20) of this Agreement, any matters of this
8 Agreement may be modified from time to time by the written consent of all the parties without, in any
9 way, affecting the remainder.

10 Any modifications, made pursuant to the above provisions, shall be effective as to the
11 CONTRACTORS identified in the written modification, and shall not alter or affect the existing
12 Agreement between COUNTY, and the remaining CONTRACTORS.

13 **11. NON-ASSIGNMENT**

14 CONTRACTORS shall not assign, transfer or sub-contract this Agreement, nor their
15 rights or duties under this Agreement, without the prior written consent of the COUNTY.

16 **12. HOLD-HARMLESS**

17 Each CONTRACTOR agrees to indemnify, save, hold harmless, and at COUNTY'S
18 request, defend the COUNTY, its officers, agents and employees from any and all costs and expenses,
19 including attorneys' fees and court costs, damages, liabilities, claims and losses occurring or resulting
20 to COUNTY in connection with the performance, or failure to perform, by such CONTRACTOR,
21 their officers, agents or employees under this Agreement, and from any and all costs and expenses,
22 including attorneys' fees and court costs, damages, liabilities, claims and losses occurring or resulting
23 to any person, firm or corporation who may be injured or damaged by the performance, or failure to
24 perform, of such CONTRACTOR, their officers, agents or employees under this Agreement. In
25 addition, each CONTRACTOR agrees to indemnify COUNTY for Federal, State of California and/or
26 local audit exceptions resulting from noncompliance herein on the part of such CONTRACTOR. A
27 CONTRACTOR shall not be obligated to indemnify, save, hold harmless and defend the COUNTY
28 with respect to the performance or failure to perform of any other CONTRACTOR, and each

1 CONTRACTOR shall only be obligated to indemnify, save, hold harmless and defend the COUNTY
2 to the extent of the insurance coverage maintained by CONTRACTOR in compliance with this
3 Agreement and shall have no obligation in excess of such insurance coverage.

4 COUNTY agrees to indemnify, save, hold harmless, and at CONTRACTOR'S request,
5 defend any CONTRACTOR, their officers, agents and employees from any and all costs and
6 expenses, including attorneys' fees and court costs, damages, liabilities, claims and losses occurring or
7 resulting to such CONTRACTOR in connection with the performance, or failure to perform, by the
8 COUNTY, its officers, agents or employees under this Agreement, and from any and all costs and
9 expenses, including attorneys' fees and court costs, damages, liabilities, claims and losses occurring or
10 resulting to any person, firm or corporation who may be injured or damaged by the performance, or
11 failure to perform, of COUNTY, its officers, agents or employees under this Agreement. In addition,
12 COUNTY agrees to indemnify each CONTRACTOR for Federal, State of California and/or local
13 audit exceptions resulting from noncompliance herein on the part of the COUNTY. COUNTY shall
14 not be obligated to indemnify, save, hold harmless and defend any CONTRACTOR with respect to the
15 performance or failure to perform of any other CONTRACTOR, and COUNTY shall only be
16 obligated to indemnify, save, hold harmless and defend any to the extent of the insurance coverage
17 maintained by COUNTY and shall have no obligation in excess of such insurance coverage.

18 **13. INSURANCE**

19 Without limiting the COUNTY's right to obtain indemnification from CONTRACTORS
20 or any third parties, CONTRACTORS, at their sole expense, shall maintain in full force and effect the
21 following insurance policies throughout the term of this Agreement:

22 A. Commercial General Liability

23 Commercial General Liability Insurance with limits of not less than One Million
24 Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million
25 Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis.
26 COUNTY may require specific coverage including completed operations,
27 product liability, contractual liability, Explosion, Collapse, and Underground
(XCU), fire legal liability or any other liability insurance deemed necessary
because of the nature of the Agreement.

28 B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of

not less than Two Hundred Fifty Thousand Dollars (\$250,000) per person, Five Hundred Thousand Dollars (\$500,000) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff (*e.g.* Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence, Three Million Dollars (\$3,000,000) annual aggregate.

D. Worker's Compensation

A policy of Worker's Compensation Insurance as may be required by the California Labor Code.

CONTRACTORS shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and employees. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to COUNTY.

Within thirty (30) days from the date CONTRACTORS execute this Agreement, CONTRACTORS shall provide certificates of insurance and endorsements as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Department of Public Health, P.O. Box 11867, Fresno, California, 93775, Attention: Contracts Section – 6th Floor, stating that such insurance coverage have been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by the COUNTY, its officers, agents and

1 employees, shall be excess only and not contributing with insurance provided under the
2 CONTRACTORS' policies herein; and that this insurance shall not be cancelled or changed without a
3 minimum of thirty (30) days advance, written notice given to COUNTY.

4 In the event CONTRACTORS fail to keep in effect at all times insurance coverage as
5 herein provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate
6 this Agreement upon the occurrence of such event.

7 All policies shall be with admitted insurers licensed to do business in the State of
8 California. Insurance purchased shall be from companies possessing a current A.M. Best, Inc. rating
9 of A FSC VII or better.

10 **14. CONFIDENTIALITY**

11 CONTRACTORS under this Agreement shall be in strict conformance with all
12 applicable Federal, State of California and/or local laws and regulations relating to confidentiality.

13 **15. DATA SECURITY**

14 For the purpose of preventing the potential loss, misappropriation or inadvertent access,
15 viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse
16 of COUNTY resources; and/or disruption to COUNTY operations, individuals and/or agencies that
17 enter into a contractual relationship with the COUNTY for the purpose of providing services under
18 this Agreement must employ adequate data security measures to protect the confidential information
19 provided to CONTRACTORS by the COUNTY, including but not limited to the following:

20 A. CONTRACTORS-Owned Mobile, Wireless, or Handheld Devices

21 CONTRACTORS may not connect to COUNTY networks via personally-owned
22 mobile, wireless or handheld devices, unless the following conditions are met:

- 23 1) CONTRACTORS have received authorization by COUNTY for
24 telecommuting purposes;
- 25 2) Current virus protection software is in place;
- 26 3) Mobile device has the remote wipe feature enabled; and
- 27 4) A secure connection is used.

28 B. CONTRACTORS-Owned Computers or Computer Peripherals

1 CONTRACTORS may not bring CONTRACTORS-owned computers or
2 computer peripherals into the COUNTY for use without prior authorization from the COUNTY's
3 Chief Information Officer, and/or designee(s), including but not limited to mobile storage devices. If
4 data is approved to be transferred, data must be stored on a secure server approved by the COUNTY
5 and transferred by means of a Virtual Private Network (VPN) connection, or another type of secure
6 connection. Said data must be encrypted.

7 C. COUNTY-Owned Computer Equipment

8 CONTRACTORS, may not use COUNTY computers or computer peripherals on
9 non-COUNTY premises without prior authorization from the COUNTY's Chief Information Officer,
10 and/or designee(s).

11 D. CONTRACTORS may not store COUNTY's private, confidential or sensitive
12 data on any hard-disk drive, portable storage device, or remote storage installation unless encrypted.

13 E. CONTRACTORS shall be responsible to employ strict controls to ensure the
14 integrity and security of COUNTY's confidential information and to prevent unauthorized access,
15 viewing, use or disclosure of data maintained in computer files, program documentation, data
16 processing systems, data files and data processing equipment which stores or processes COUNTY data
17 internally and externally.

18 F. Confidential client information transmitted to one party by the other by means of
19 electronic transmissions must be encrypted according to Advanced Encryption Standards (AES) of
20 128 BIT or higher. Additionally, a password or pass phrase must be utilized.

21 G. CONTRACTORS are responsible to immediately notify COUNTY of any
22 violations, breaches or potential breaches of security related to COUNTY's confidential information,
23 data maintained in computer files, program documentation, data processing systems, data files and
24 data processing equipment which stores or processes COUNTY data internally or externally.

25 H. COUNTY shall provide oversight to CONTRACTORS' response to all incidents
26 arising from a possible breach of security related to COUNTY's confidential client information
27 provided to CONTRACTORS. CONTRACTORS will be responsible to issue any notification to
28 affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion.

1 CONTRACTORS will be responsible for all costs incurred as a result of providing the required
2 notification.

3 **16. NON-DISCRIMINATION**

4 During the performance of this Agreement, CONTRACTORS shall not unlawfully
5 discriminate against any employee or applicant for employment, or recipient of services, because of
6 race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical
7 condition, genetic information, marital status, sex, gender, gender identity, gender expression, age,
8 sexual orientation, or military or veteran status pursuant to all applicable State of California and
9 Federal statutes and regulations.

10 **17. COMPLIANCE WITH FEDERAL REQUIREMENTS**

11 CONTRACTORS recognize that COUNTY operates its Public Health Emergency
12 Preparedness Program with the use of Federal funds, and that the use of these funds imposes certain
13 requirements on the COUNTY. CONTRACTORS may be requested to submit documentation if
14 services are delivered.

15 **18. SEPARATE AGREEMENT**

16 It is mutually understood by the parties that this Agreement does not, in any way, create
17 a joint venture among the individual CONTRACTORS. By execution of the Agreement,
18 CONTRACTORS understand that a separate Agreement is formed between each individual
19 CONTRACTOR and COUNTY. CONTRACTORS further understand that COUNTY utilizes services
20 of other CONTRACTORS and that no single CONTRACTOR is guaranteed any specific amount of
21 compensation during each twelve (12) month period of this Agreement.

22 **19. PROHIBITION ON PUBLICITY**

23 None of the funds, materials, property or services provided directly or indirectly under
24 this Agreement shall be used for CONTRACTORS' advertising, fundraising, or publicity (i.e.,
25 purchasing of tickets/tables, silent auction donations, etc.) for the purpose of self-promotion.
26 Notwithstanding the above, publicity of the services described in Paragraph One (1) of this Agreement
27 shall be allowed as necessary to raise public awareness about the availability of such specific services
28 when approved in advance by the COUNTY, Department of Public Health (DPH) Director and or

1 their designees and at a cost to be provided by CONTRACTORS in writing for such items as
2 written/printed materials, the use of media (i.e. television, radio, newspaper) and any other related
3 expense(s).

4 **20. ADDITIONS/DELETIONS OF CONTRACTS**

5 COUNTY'S DPH Director or designee, on behalf of the COUNTY, reserve the right at
6 any time during the term of this Agreement to add new contractors and associated Open POD sites to
7 those identified in Exhibit A. CONTRACTOR(S) shall agree to all pre-qualification/operating an
8 Open POD requirements identified in Exhibit B, prior to being added to this Agreement. It is
9 understood that any such additions shall not affect the terms and conditions of this Agreement with
10 other CONTRACTORS, and therefore such additions may be made by COUNTY'S DPH Director or
11 designee without notice to or approval of other CONTRACTOR(S) identified in Exhibit A. Deletions
12 shall be made in writing by COUNTY'S DPH Director, or designee to the particular
13 CONTRACTOR(S) to be deleted, or shall be in accordance with the provisions of Paragraph Three (3)
14 of this Agreement.

15 **21. CONFLICT OF INTEREST**

16 No officer, agent or employee of the COUNTY who exercises any function or
17 responsibility for planning and carrying out the services provided under this Agreement shall have any
18 direct or indirect personal financial interest in this Agreement. In addition, no employee of the
19 COUNTY shall be employed under this Agreement to fulfill any contractual obligations with
20 COUNTY. CONTRACTOR(S) shall also comply with all Federal, State of California, and local
21 conflict of interest laws, statutes, and regulations which shall be applicable to all parties and
22 beneficiaries under this Agreement and any officer, agent, or employee of the COUNTY.

23 **22. AVAILABILITY**

24 COUNTY'S DPH department may or may not require the services of
25 CONTRACTORS' during each term of this Agreement. CONTRACTORS' shall coordinate with the
26 County on availability of facilities identified in Exhibit A in the event of a Local Public Health
27 Emergency where medications or prophylactic treatment would need to be distributed to a large
28 portion of the population in a short amount of time.

1 **23. AUDITS AND INSPECTIONS**

2 CONTRACTORS shall at any time during business hours, and as often as the COUNTY
3 may deem necessary, make available to the COUNTY for examination all of its records and data with
4 respect to the matters covered by this Agreement. CONTRACTORS shall, upon request by the
5 COUNTY, permit the COUNTY to audit and inspect all such records and data necessary to ensure
6 CONTRACTORS' compliance with the terms of this Agreement.

7 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTORS shall be
8 subject to the examination and audit of the Auditor General for a period of three (3) years after final
9 payment under contract. (Gov't Code, §8546.7).

10 **24. NOTICES**

11 The persons and their addresses having authority to give and receive notices under this
12 Agreement include the following:

13
14 COUNTY

15 Director, County of Fresno
16 Department of Public Health
17 P.O. Box 11867
18 Fresno, CA 93775

19 CONTRACTORS

20 SEE EXHIBIT A

21 Any and all notices between the COUNTY and any of the CONTRACTORS under this
22 Agreement or by law shall be in writing and shall be deemed duly served when personally delivered to
23 one of the parties, or in lieu of such personal services, when deposited in the United States Mail,
24 postage prepaid, addressed to such party.

25 **25. GOVERNING LAW**

26 Venue for any action arising out of or related to this Agreement shall only be in Fresno
27 County, California.

28 The rights and obligations of the parties and all interpretation and performance of this
Agreement shall be governed in all respects by the laws of the State of California.

26. ENTIRE AGREEMENT

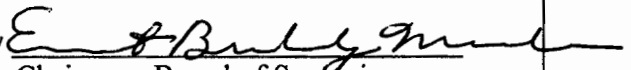
 This Agreement, including all Exhibits constitutes the entire agreement between the

1 CONTRACTORS and COUNTY with respect to the subject matter hereof and supersedes all previous
2 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
3 understanding of any nature whatsoever unless expressly included in this Agreement.
4

5 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and
6 year first hereinabove written.
7

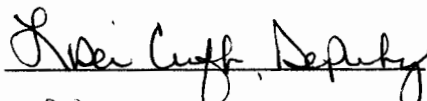
8 **CONTRACTORS:**
9 **SEE ATTACHED SIGNATURE PAGES**

COUNTY OF FRESNO:

10
11 By 
Chairman, Board of Supervisors

12 Date: October 11, 2016
13

14
15 BERNICE E. SEIDEL, Clerk
16 Board of Supervisors

17
18 By 

19 Date: October 11, 2016
20
21
22
23
24
25
26
27
28

PLEASE SEE ATTACHED PAGES FOR ADDITIONAL INFORMATION

1 APPROVED AS TO LEGAL FORM:
2 DANIEL C. CEDERBORG, COUNTY COUNSEL

3
4 By  _____

5
6
7 REVIEWED AND RECOMMENDED FOR APPROVAL:

8
9 By  _____

10 David Pomaville,
11 Director
12 Department of Public Health
13
14
15
16
17
18

19 Fund/Subclass: 0001/10000
20 Organization: 56201626 (\$ 0.00)
21 Account #:
22
23
24
25
26
27
28

CONTRACTOR:**Coalinga Huron Unified School District**Signature (Name and title of signee) Superintendent(Address) 657 Sunset St., Coalinga, Ca. 93216(Phone #) 559-935-7507(Cell #) 559-269-2615

(E-mail address)

hfooster@chusd.org

POD site(s) address and contact information. Sites are listed in order of preferred use. Lesser preferred sites will be used if more highly preferred sites are unavailable, inaccessible or their use is otherwise infeasible, as determined by COUNTY and CONTRACTOR. POD sites may be added/deleted by upon mutual written agreement between COUNTY'S DPH Director or designee and CONTRACTOR'S designee.

	Facility name	Facility address	Facility Room Number(s)	Primary and Secondary Contacts	Phone No.	Cell number
1.	Huron Middle School	16875 Fourth Street Huron, CA 93234		Primary: Jim Allen, Assistant Superintendent Secondary: Javier Gonzales, Principal		
2.						
3.						
4.						

Pre-qualification/Operation of an Open POD Requirements

Coalinga Huron Unified School District

None.