

INDEPENDENT CONTRACTOR AGREEMENT
Fiscal Year 2023-2024

This Independent Contractor Agreement (“Agreement”) is made and entered into this *1st day of July 2023*, by and between Glenn County, a political subdivision of the State of California (“County”), and *City of Orland* (“Contractor”).

RECITALS:

A. County has determined that it is desirable to retain Contractor *for the purpose of partnering with the Orland Free Library, the Hamilton City Chester Walker Memorial Library, the Bayliss Library, and the Elk Creek Community Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention; and*

B. Contractor represents that it possesses the qualifications, experience, and facilities necessary to perform the services contemplated herein and has proposed to provide those services; and

C. Contractor represents and warrants that Contractor is an independently established business entity formed as a *Local Government* that customarily provides services of the same nature as the services provided for County under this Agreement; and

D. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County; and

E. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement; and

F. The County desires to retain Contractor to perform the proposed services.

County and Contractor agrees as follows:

AGREEMENT:

1. Scope of Services. Pursuant to Government Code Section 31000, County retains Contractor to perform all of the non-exclusive professional services described in Exhibit “A” which is attached hereto and incorporated herein by this reference which shall include *partnering with the Orland Free Library, the Hamilton City Chester Walker Memorial Library, the Bayliss Library, and the Elk Creek Community Library to provide the citizens of Glenn County with timely access to COVID-19 mitigation, treatment, and prevention (“Services”)*.

2. Term. Services under this Agreement shall commence on *July 1, 2023*, and shall continue until *June 30, 2024*, or until the agreement is terminated by either party in accordance with the provisions of this Agreement.

3. Compensation.

A. The compensation to be paid by County to Contractor for the professional services described in Exhibit "A" shall be the fixed price, annual price, monthly price or hourly rate set forth in Exhibit "B" which is attached hereto and incorporated herein by this reference. Notwithstanding the foregoing, it is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered by this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force and effect. In this event, the County shall have no liability to pay any further amounts whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth herein are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

B. To the extent that Contractor is entitled to reimbursement for travel, meals, and lodging, such reimbursement shall be subject to the prior approval of the County Purchasing Agent or authorized assistant/deputy and shall be reimbursed in accordance with the County's Reimbursement for Expenses policy contained in Title 7 of the Glenn County Administrative Manual.

C. **The total compensation payable under this Agreement, inclusive of all expenses, shall not exceed two hundred thousand dollars (\$200,000.00).** The County shall make no payment to Contractor in any greater amount for any extra, further, or additional services, unless such services and payment therefore have been mutually agreed to and this Agreement has been formally amended in accordance with the provisions of this Agreement.

D. Contractor agrees to testify at County's request if litigation is brought against County in connection with Contractor's work. Unless the action is brought by Contractor or is based upon Contractor's negligence or intentional tortious conduct, County will compensate Contractor for the testimony at Contractor's hourly rate as provided in Exhibit "B".

4. Invoice and Payments. Invoice and Payments. Contractor shall submit invoice(s) to the Glenn County Health & Human Services Agency, P.O. Box 611, Willows, CA 95988, Attention: Fiscal, or by e-mail to gchsaaccountspayable@countyofglenn.net within 15 days after completion of the services rendered during the preceding month as described in Exhibit A. Contractor shall attach to each invoice documentation for the hours charged (if applicable) and the documentation shall include an itemized narrative of work completed during the period billed. The final invoice of each fiscal year must be received no later than July 10th of each fiscal year. The County shall pay invoices that are undisputed within thirty (30) days of receipt and approval. The parties agree to exercise good faith and diligence in the resolution of any disputed invoice amounts.

5. County's Representative. County hereby designates the Health and Human Services Agency Director, or his or her designee, to act as its representative for the performance of this Agreement ("County's Representative"). County's Representative shall have the power to act on behalf of County for all purposes

under this Agreement. Contractor shall not accept direction or orders from any person other than County's Representative or his or her designee.

6. Contractor's Representative. Contractor hereby designates the *Orland Free Library Director*, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of Contractor for all purposes under this Agreement. Contractor's Representative shall supervise and direct the Services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

7. Notice. Any invoices, notices, or other documents required to be given under this Agreement shall be delivered either personally, by first-class postage pre-paid U.S. Mail, or overnight courier to the following addresses or such other address provided by the parties in accordance with this section:

If to the County:

Glenn County
Health and Human Services Agency
Attn: Administration
P.O. Box 611
Willows, California 95988
Telephone: (530) 934-6638
Email: admin@Countyofglenn.net

If to Contractor:

City of Orland
Attn: Jody Meza, Library Director
333 Mill St.
Orland, CA 95963
Telephone: (530) 865-1640
Email: jmeza@cityofwillows.org

Notice shall be deemed to be effective two days after mailing.

8. Independent Contractor.

A. It is understood and agreed, and is the intention of the parties hereto, that Contractor is an independent contractor, and not the employee or agent of County for any purpose whatsoever. County shall have no right to and shall not control the manner or prescribe the method by which the professional services are performed by Contractor herein and Contractor shall have the right to provide the same or similar services to entities other than County without restriction. Contractor shall be entirely and solely responsible for its acts and the acts of its agents, employees, and subcontractors while engaged in the performance of services hereunder. Contractor shall have no claim under this Agreement or otherwise against County for vacation pay, sick leave, retirement benefits, Social Security, workers compensation, disability, or unemployment insurance benefits or other employee benefits of any kind. The parties acknowledge that

County shall not withhold from Contractor's compensation any funds for income tax, FICA, disability insurance, unemployment insurance or similar withholding and Contractor is solely responsible for the timely payment of all such taxes and related payments to the state and federal governments, for itself and for its employees, agents, and subcontractors who might render services in connection with this Agreement. The Contractor shall inform all persons who perform any services pursuant to this Agreement of the provisions of this section.

B. In the event that the Contractor's activities under this Agreement, or any of them, are found by any state or federal agency to be those of an employee rather than an independent contractor, Contractor agrees to indemnify County and hold County harmless for any damages, costs, or taxes imposed upon it pursuant to the Internal Revenue Code or state or federal taxing laws, including but not limited to any penalties and interest which County may be assessed by such state or federal agency for failing to withhold from the compensation paid to Contractor under this Agreement any amount which may have been required to be withheld by law.

C. In the event that the Contractor's activities under this Agreement, or any of them, are found by the California Public Employee's Retirement System (CalPERS) to be those of an employee rather than an independent contractor, Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the County, its officers, employees, and agents, from and against any and all claims, losses, costs, contributions, arrears, interest, damages, penalties, expenses and liabilities of every kind, nature and description (including incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert contractors or expert witnesses incurred in connection therewith and costs of investigation) that arise out of, pertain to, or relate to, directly or indirectly, in whole or in part, the Services provided under this Agreement.

9. Authority of Contractor. It is understood that Contractor is to provide information, research, advice, recommendations, and consultation services to the County. Contractor shall possess no authority with respect to any County decision. The County is responsible for and shall make all governmental decisions related to work of Contractor.

10. Ownership of Materials, Confidentiality, Photographs and Recordings.

A. Documents & Data; Licensing of Intellectual Property. This Agreement creates an exclusive and perpetual license for County to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, materials, data and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer media, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that County is granted an exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to grant the exclusive and perpetual license for all such Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or provided to Contractor by County. County shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at County's sole risk.

B. Intellectual Property. In addition, County shall have and retain all right, title and interest (including copyright, patent, trade secret and other proprietary rights) in all plans, specifications, studies, drawings, estimates, materials, data, computer programs or software and source code, enhancements, documents, and any and all works of authorship fixed in any tangible medium or expression, including but not limited to, physical drawings or other data magnetically or otherwise recorded on computer media (“Intellectual Property”) prepared or developed by or on behalf of Contractor under this Agreement as well as any other such Intellectual Property prepared or developed by or on behalf of Contractor under this Agreement. County shall have and retain all right, title and interest in Intellectual Property developed or modified under this Agreement whether or not paid for wholly or in part by County, whether or not developed in conjunction with Contractor, and whether or not developed by Contractor. Contractor will execute separate written assignments of any and all rights to the above referenced Intellectual Property upon request of County. Contractor shall also be responsible to obtain in writing separate written assignments from any subcontractors or agents of Contractor of any and all right to the above referenced Intellectual Property. Should Contractor, either during or following termination of this Agreement, desire to use any of the above-referenced Intellectual Property, it shall first obtain the written approval of County. All materials and documents which were developed or prepared by the Contractor for general use prior to the execution of this Agreement and which are not the copyright of any other party or publicly available and any other computer applications, shall continue to be the property of the Contractor. However, unless otherwise identified and stated prior to execution of this Agreement, Contractor represents and warrants that it has the right to grant the exclusive and perpetual license for all such Intellectual Property as provided herein. County further is granted by Contractor a non-exclusive and perpetual license to copy, use, modify or sub-license any and all Intellectual Property otherwise owned by Contractor which is the basis or foundation for any derivative, collective, insurrectional, or supplemental work created under this Agreement.

C. Confidentiality.

1. Except as otherwise required by law, all ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of County, be used by Contractor for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor shall not use County's name or insignia, photographs of the Services, or any publicity pertaining to the Services in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of County. Should Contractor receive a subpoena or court order related to this Agreement or Services, Contractor shall immediately provide written notice of the subpoena or court order to County in order to allow County to pursue legal remedies designed to limit any confidential information required to be disclosed or to assure the confidential treatment of the information following disclosure. Contractor shall not respond to any such subpoena or court order until notice to the County is provided as required herein and shall cooperate with the County in responding to the subpoena or court order.

2. Personally Identifiable Information (“PII”) is defined as an individual’s first name or first initial and last name in combination with any one or more of the following data elements including, but not limited to: social security number, passport number, credit card number(s), clearances, bank numbers,

biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts, etc.

(i) To the extent that the work under this Agreement requires the Contractor to have access to PII, the Contractor shall, after receipt thereof, treat such PII as confidential and safeguard such information from unauthorized use and disclosure. Contractor agrees to execute a Confidentiality Agreement protecting PII, when necessary, and further agrees not to appropriate such PII for its own use or to disclose such information to third parties unless specifically authorized by the County, in writing. If and when Contractor becomes aware of or should reasonably have been aware of a breach of PII, Contractor shall notify County within two (2) business days.

(ii) The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associates pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services Agency and other applicable laws.

(iii) As part of the HIPAA Regulations, the Privacy and Security Rules require the county to enter into a contract containing specific requirements stated within the Business Associates Agreement form (BAA) prior to disclosure of public health information (PHI), which is attached hereto, known as Exhibit C, and incorporated herein by this reference.

D. Infringement Indemnification. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use by County of the Documents & Data, including any method, process, product, or concept specified or depicted.

E. Photographs and Recordings. In performing the Services contemplated by this Agreement, Contractor may be given access to facilities, processes, events, and employees that are not otherwise accessible to the general public. In addition to the limitations set forth in paragraph C above, Contractor agrees not to photograph, videotape, or otherwise record any such facility, process, event, or employee without the express, written, consent of the County and shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Contractor further agrees that it shall not publish, post, disseminate, or make public any photograph, videotape or recording of any facility, process, event, or employee taken in violation of this provision shall ensure that Contractor's officers, employees, representatives, agents, and subcontractors comply with this provision. Failure to comply with the restrictions contained in this paragraph shall constitute grounds for the immediate termination of this Agreement and shall entitle County to the recovery of any and all damages incurred as a result thereof including reasonable attorneys' fees. Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any violation of this paragraph.

11. Indemnification. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold County, its officials, officers, employees, volunteers and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged negligent

acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, and subcontractors arising out of or in connection with the performance of the Services under this Agreement, including without limitation the payment of all consequential damages, attorneys' fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against County, its officials, officers, employees, agents or volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against County or its officials, officers, employees, agents or volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse County and its officials, officers, employees, agents and/or volunteers, for any and all legal expenses and costs, including reasonable attorneys' fees, incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by County or its officials, officers, employees, agents or volunteers. Notwithstanding the foregoing, to the extent Contractor's Services are subject to Civil Code section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor. This section shall survive any expiration or termination of this Agreement.

12. Insurance. Without limiting Contractor's indemnification of the County, Contractor shall procure and maintain for the duration of this Agreement, insurance against claims for injuries to persons or damage to property that may arise from, or be in connection with, the performance of the work hereunder by Contractor, Contractor's agents, representatives, employees, and subcontractors.

A. Minimum Scope and Limit of Insurance.

1. Coverage shall be at least as broad as:

(i) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

(ii) Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

(iii) Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. *(Not required if Contractor certifies that it has no employees).*

Contractor certifies that it has no employees: _____

Signature of Contractor

(iv) Professional Liability (Errors and Omissions) Insurance appropriate to the Contractor's profession, with limit no less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____

Signature of County Administrative Officer

(v) Cyber Liability Insurance with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This provision may be waived by the Glenn County Administrative Officer.

Waived: _____
Signature of County Administrative Officer

2. If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

The coverage types and limits required pursuant to this Agreement shall in no way limit the liability of Contractor.

B. Other Insurance Provisions.

1. The insurance policies are to contain, or be endorsed to contain, the following provisions:

(i) Additional Insured Status. The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

(ii) Primary Coverage. For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(iii) Notice of Cancellation. Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the County.

(iv) Waiver of Subrogation. Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the

payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

(v) Self-Insured Retentions. Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County.

(vi) Acceptability of Insurers. Insurance is to be placed with insurers authorized to conduct business in the State of California with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

(vii) Claims Made Policies. If any of the required policies provide coverage on a claims-made basis:

(a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work;

(b) Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Services; and

(c) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of the Services.

2. Verification of Coverage. Contractor shall furnish the County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

3. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.

4. Failure to Maintain Coverage. Contractor agrees to suspend and cease all operations hereunder during such period of time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to County. County shall have the right to withhold any payment due Contractor until Contractor has fully complied with the insurance provisions of this Agreement. In the event that Contractor's operations are suspended for failure to maintain required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

5. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its work under this Agreement, Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to:

(i) Adequate life protection and lifesaving equipment and procedures;

(ii) Instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or injuries; and

(iii) Adequate facilities for the proper inspection and maintenance of all safety measures.

13. Professional Services.

A. All work performed under this Agreement shall be performed and completed in a professional manner. All services shall be performed in the manner and according to the professional standards observed by a competent practitioner of the profession in which Contractor and any subcontractors are engaged.

B. Contractor represents and warrants that it is professionally qualified to perform the Services described herein; acknowledges that County is relying upon Contractor's qualifications to perform these Services in a professional manner; and agrees that County's full or partial acceptance of any work does not release Contractor from its obligation to perform the Services in accordance with this Agreement unless County expressly agrees otherwise in writing.

C. Contractor shall not be considered to be in default because of any nonperformance caused by occurrences beyond its reasonable control. The compensation specified in this Agreement may be reduced to account for such nonperformance.

14. Responsibility of Contractor.

A. Contractor shall be solely responsible for the quality and accuracy of its work and the work of its subcontractors performed in connection with this Agreement. Any review, approval, or concurrence therewith by the County shall not be deemed to constitute acceptance or waiver by the County of any error or omission as to such work.

B. Contractor shall coordinate the activities of all subcontractors and is responsible to ensure that all work product is consistent with one another to produce a unified, workable, and acceptable whole functional product. County shall promptly notify Contractor of any defect in Contractor's performance.

C. The Services shall be performed by Contractor or under its supervision. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall at all times be under

Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to, social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

15. Audit. The following audit requirements apply from the effective date of this Agreement until three years after County's final payment:

A. Contractor shall allow County's authorized representatives reasonable access during normal business hours to inspect, audit, and copy Contractor's records as needed to evaluate and verify any invoices, payments, and claims that Contractor submits to County or that any payee of Contractor submits to Contractor in connection with this Agreement. 'Records' includes, but is not limited to, correspondence, accounting records, subcontractor files, change order files, and any other supporting evidence relevant to the invoices, payments, or claims.

B. County and Contractor shall be subject to the examination and audit of the State Auditor, at the request of County or as part of any audit of County. Such examinations and audits shall be confined to matters connected with the performance of this Agreement including but not limited to administration costs.

This section shall survive the expiration or termination of this Agreement.

16. Compliance with Law. Contractor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, rules, and orders, including but not limited to those concerning equal opportunity and non-discrimination.

17. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of any minority business enterprise program, affirmative action plan or other related programs or guidelines currently in effect or hereinafter enacted.

18. Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

19. Conflict with Laws or Regulations/Severability.

A. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the agreement to either party is

lost, the Agreement may be terminated at the option of the affected party. In all other cases, the remainder of the Agreement shall continue in full force and effect.

B. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to County, Contractor shall be solely responsible for all costs arising therefrom. Contractor shall defend, indemnify and hold County, its officials, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

20. Termination. Either party shall have the right to terminate this Agreement at any time for any reason upon thirty (30) days advance written notice to the other party. Agreements exceeding the annual monetary limits delegated to the Purchasing Agent (currently \$50,000.00), or any authorized deputy, are not valid unless specifically authorized by the Board of Supervisors. If this Agreement was executed for the County by the Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds fifty-thousand dollars (\$50,000). If this Agreement was executed by an authorized assistant or deputy Purchasing Agent under the general delegation set forth in section 4.004.030 of the Glenn County Code, this Agreement shall automatically terminate on the date that the provision of services or personal property or incurring of expenses, the cumulative total of which, exceeds the amount delegated to that assistant or deputy by the County Purchasing Agent.

21. Subcontracting and Assignment. Contractor shall not subcontract or assign any portion of the work to be performed under this Agreement without the prior written consent of County. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

22. No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

23. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, County shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of County, during the term of his or her service with County, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

24. Employment Adverse to County. Contractor shall notify County, and shall obtain County's written consent, prior to accepting work to assist with or participate in a third-party lawsuit or other legal or administrative proceeding against County during the term of this Agreement.

25. Conflict of Employment. Employment by Contractor of personnel currently on the payroll of County shall not be permitted in the performance of this Agreement, even though such employment may occur outside of the employee's regular working hours or on weekends, holidays or vacation time. Further, the employment by Contractor of personnel who have been on County's payroll within one year prior to the date of execution of this Agreement, where this employment is caused by and or dependent upon Contractor securing this or related Agreements with County, is prohibited.

26. Waivers. Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.

27. Amendments. Any amendments to this Agreement shall be in writing and executed by both parties.

28. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of any successors to or assigns of the parties.

29. Jurisdiction. This Agreement shall be administered and interpreted under the laws of the State of California and any action brought hereunder shall be brought in the Superior Court in and for the County of Glenn.

30. Time of Essence. Time is of the essence for each and every provision of this Agreement.

31. Cooperation; Further Acts. The parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

32. Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted and this Agreement shall be read and enforced as though it were included. If through mistake or otherwise, any provision is not inserted or is not correctly inserted, then upon application of either party, the Agreement shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments in the subject which are in effect as of the date of this Agreement, and any later changes which do not materially and substantially alter the positions of the parties.

33. Entire Agreement. This Agreement constitutes the entire Agreement between the parties for the provision of services to County by Contractor and supersedes all prior oral and written agreements and communications.

34. Construction. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply in interpreting this Agreement.

35. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification and confidentiality obligations, and the obligations related to receipt of subpoenas or court orders, shall survive any such expiration or termination.

36. Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Contractor warrants that the individual who

has signed this Agreement has the legal power, right, and authority to make this Agreement and bind the Contractor.

37. Counterparts/Electronic, Facsimile, and PDF Signatures. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

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CONTRACTOR/CITY OF ORLAND

By: _____
Name:
Title:

Date

COUNTY OF GLENN:

By: _____
Scott H. De Moss, County Administrative Officer
County of Glenn, California

Date

COUNTY OF GLENN:

By: _____
Christine Zoppi, Director
Health and Human Services Agency

Date

APPROVED AS TO FORM:

By: _____
Name:
Title:
Glenn County, California

Date

Health and Human Services Agency:

- Approved by Deputy Director of Administration _____
- Approved by Fiscal Manager _____
- Approved by Assistant Deputy Director of Public Health _____

Exhibits:

- Exhibit A – Scope of Work
- Exhibit B – Fee Schedule
- Exhibit C – Business Associates Agreement

Exhibit A

SCOPE OF WORK

The Scope of Work shall include the following libraries and locations throughout the term of this Agreement:

1. Orland Free Library, located at: 333 Mill St., Orland, CA 95963
2. Hamilton City Chester Walker Memorial Library, located at: 330 Broadway, Hamilton City, CA 95951
3. Bayliss Library, located at: 7830 County Rd 39, Glenn, CA 95943
4. Elk Creek Community Library, located at: 3434 County Rd 309, Elk Creek, CA 95988

During the term of this agreement, Contractor shall:

1. Assign a point of contact for Glenn County Health and Human Services Agency (HHSA) to work with and meet quarterly to discuss what's working well and address any challenges.
2. Facilitating outreach and education to the public.
3. Passing out educational materials.
4. Assisting public with immunization clinic sign ups.
5. COVID-19 OTC test kit distribution (base on OTC Test availability) and/or purchasing OTC testing based on community need.
6. Providing location for Public Health meetings, groups, and vaccine clinics within their means.
7. Adding a HHSA link on their website that would take them to HHSA, Department of Public Health COVID-19 page for resources and information.

During the term of this Agreement, County shall:

1. Meet with Contractor quarterly to discuss what's working well and address any challenges.
2. Provide Contractor with educational materials to be passed out.
3. Provide Contractor with the HHSA link to the Department of Public Health COVID-19 page for resources and information, for the Contractor to add to their website.

Both Parties agree to:

1. All other duties as mutually agreed by the two departments

Exhibit B

FEE SCHEDULE

Breakdown of each library as listed in Exhibit A, paragraph 1.

Item	Item Detail	Estimated Costs
1. Orland Free Library		
Staffing	Point of Contact staff person; Staff facilitating and assistance with all related activities ie. immunization, outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$61,500
Technology & Materials	Website, computer & audiovisual equipment and setup for public access to health info, meetings, trainings, and education	\$22,000
Facilities	Meeting room usage, testing, utilities, display space, etc.	\$16,500
Orland Free Library Total		\$100,000
2. Hamilton City Chester Walker Memorial Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$31,500
Technology & Materials	Computers, website, equipment, and setup for public access to health info, meetings, trainings, and education	\$18,500
Hamilton City Branch Library Total		\$50,000
3. Bayliss Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$14,000
Technology & Materials	Computers, equipment, and setup for public access to health info, meetings, trainings, and education	\$11,000
Bayliss Library Total		\$25,000
4. Elk Creek Community Library		
Staffing	Facilitating and assistance with all related activities i.e., outreach & education to public, test and materials distribution, programming, all other duties agreed upon	\$14,000
Technology & Materials	Computers, equipment, and setup for public access to health info, meetings, trainings, and education	\$11,000
Elk Creek Public Library Total		\$25,000
Grand Total		\$200,000

Exhibit C

GLENN COUNTY BUSINESS ASSOCIATE AGREEMENT

[This addition to the contract is required for every contract in which the service contracted for involves the provision of medical, dental, pharmaceutical, psychological, psychiatric or any other service in which client's Protected Health Information could at some point be used or disclosed to the contractor.]

This Business Associate Agreement ("Agreement") supplements and is made a part of the contract ("Contract").

The County and Business Associate intend to protect the privacy and provide for the security of protected health information (PHI) disclosed to Business Associate pursuant to the Contract in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Health Information Technology for Economic and Clinical Health Act (HITECH), and regulations promulgated there under by the U.S. Department of Health and Human Services and other applicable laws.

As part of the HIPAA Regulations, the Privacy and Security Rules require the County enter into a contract containing specific requirements with its Business Associates prior to disclosure of PHI.

In consideration of the mutual promises below and the exchange of information pursuant to this Agreement, the parties agree as follows:

DEFINITIONS

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms used in the above referenced regulations.

OBLIGATIONS OF BUSINESS ASSOCIATE

- 1. Compliance:** Business Associate shall comply with, and assist the County in complying with the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162 and 164). Business Associate shall further comply with, and assist the County in complying with the Health Information Technology for Economic and Clinical Health Act (including but not limited to 42 U.S.C. 17921 "HITECH").
- 2. Independent Contractor:** It is specifically and expressly understood between the parties that the Contract and this Agreement creates no relationship of employer/employee between the parties and that contractor is, and shall remain throughout the term of this Contract and Agreement, an independent contractor. Contractor agrees that he is not, and will not become, an employee, partner, agent, or principal of County while this Agreement is in effect.
- 3. Permitted Uses and Disclosures:** Business Associate shall not use or disclose protected health information (PHI) except for the purpose of performing Business Associate's obligations under the Contract, as permitted under the Contract and Agreement, and as required by law. Business Associate shall not disclose PHI in any manner that would constitute a violation of the Privacy Rule or the HITECH Act. Business Associate shall not use or further disclose PHI other than as permitted or required by this Agreement, or as required by law.

4. **Prohibited Uses and Disclosures:** Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Except as otherwise required by law, Business Associate shall not disclose PHI to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates. Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with prior written consent of the County and as permitted by the HITECH Act. However, this prohibition shall not affect payment by the County to Business Associate for services provided pursuant to the Contract.
5. **Appropriate Safeguards:** Business Associate shall implement appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of PHI that it creates, receives, maintains or transmits on behalf of the County, from use or disclosure other than as provided for by this Agreement. Business Associate shall comply with 45 C.F.R. Sections 164.308, 164.310, and 164.312. Business Associate shall also comply with the policies and procedures and documentation requirements of the HIPAA Security Rule, including but not limited to, 45 C.F.R. Section 164.316.
6. **Report of Improper Access, Use, or Disclosure:** Business Associate shall report to the County any access, use, or disclosure of the PHI not permitted by this Agreement, including but not limited to security incidents of which the Business Associate becomes aware.
7. **Business Associate's Agents:** Business Associate shall ensure that any agents, including subcontractors, to whom it provides PHI received from, created, or received by Business Associate on behalf of the County, agrees in writing to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
8. **Access to PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, provide access to PHI maintained by the Business Associate, or its agents or subcontractors, in a Designated Record Set. This PHI will be released to the County or, as directed by the County, to an Individual, in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an Electronic Health Record (EHR), Business Associate shall provide such information in electronic format to enable the County to fulfill its obligations under the HITECH Act.
9. **Amendment of PHI:** Business Associate shall, within ten (10) days of receipt of a request from the County, make any amendment(s) to PHI maintained in a Designated Record Set that the County directs, pursuant to 45 CFR 164.526, at the request of the County or an Individual. If any individual requests an amendment of PHI directly from the Business Associate, or its agents or subcontractors, Business Associate must, within five (5) days of the request, notify the County in writing. Any approval or denial of amendment to PHI maintained by the Business Associate, or its agents or subcontractors, shall be the responsibility of the County.
10. **Accounting Rights:** Business Associate shall, within ten (10) days of notice by the County, make available to the County information required to provide an accounting of disclosures to enable the County to fulfill its obligations under section 164.528 of the Privacy Rule and the HITECH ACT. Business Associate agrees to implement a process that allows for an accounting to be collected and maintained by Business Associate, and its agents or subcontractors, for at least six (6) years prior to the request.
 - a. If Business Associate uses or maintains an EHR with respect to PHI (1) the exception for tracking disclosures of PHI related to treatment, payment or health care operation purposes no longer applies and

(2) information relating to disclosures are required to be collected and maintained for only three (3) years prior to the request. This only applies to the extent the Business Associate uses or maintains an EHR.

- b. In the event that the request for an accounting is delivered directly to the Business Associate, or its agents or subcontractors, Business Associate shall within five (5) days of a request, forward it to the County in writing. It shall be the County's responsibility to prepare and deliver any such accounting requested.
 - c. At a minimum, the information collected and maintained shall include: (1) the date of the disclosure; (2) the name of the entity or person; (3) a brief description of PHI disclosed; and (4) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or in lieu of such statement, a copy of the individual's authorization, or a copy of the written request for disclosure.
11. **Government Access:** Business Associate shall make internal practices, books, and records relating to the use and disclosure of PHI available to the County; or at the request of the County, to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of determining compliance with the Privacy Rule. Business Associates shall provide to the County a copy of any PHI that Business Associate provides to the Secretary concurrently with providing such information to the Secretary.
 12. **Minimum Necessary:** Business Associate, and its agents or subcontractors, shall request, use and disclose only the minimum amount of PHI necessary to accomplish the purpose of the request, use, or disclosure. Business Associate understands and agrees that the definition of "minimum necessary" is in flux and shall keep itself informed of guidance issued by the Secretary with respect to what constitutes "minimum necessary."
 13. **Breach Pattern or Practice by Covered Entity:** Pursuant to 42 U.S.C. Section 17934(b), if the Business Associate knows of a pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement, the Business Associate must take reasonable steps to cure the breach or end the violation. If the steps are unsuccessful, the Business Associate must terminate the Contract or other arrangement if feasible, or if termination is not feasible, report the problem to the Secretary of the Department of Health and Human Services. The Business Associate shall provide written notice to the County of any pattern of activity or practice of the Business Associate that constitutes a material breach or violation of the Business Associate's obligations under the Contract or Agreement or other arrangement within twenty-four (24) hours of discovery and shall meet with the County to discuss and attempt to resolve the problem as one of the reasonable steps to cure the breach or end the violation.
 14. **Notification of Breach:** During the term of the Contract, Business Associate shall notify the County within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized access, use, or disclosure of PHI of which the Business Associate becomes aware and or any actual use or disclosure of data in violation of any applicable federal or state laws or regulations. This notice shall include, to the extent possible, the identification of each individual whose PHI has been or is reasonably believed by the Business Associate to have been accessed, acquired, or disclosed during the breach. Business Associate shall provide the County with any other available information that County is required to include in the notification to the affected individuals. Business Associate shall take (1) prompt corrective action to cure any such deficiencies and (2) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulation.

15. **Mitigation:** Business Associate shall mitigate, to the extent practical, any harmful effect that is known to Business Associate as a result of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.

TERMINATION

16. **Material Breach:** A breach by Business Associate of any provision of this Agreement, as determined by County, shall constitute a material breach of the Contract and shall provide grounds for immediate termination of the Contract by the County.
17. **Judicial or Administrative Proceedings:** The County may terminate the Contract, effective immediately, if (1) Business Associate is named as a defendant in a criminal proceeding for a violation of HIPAA, the HITECH Act, the HIPAA Regulations, or other security or privacy laws or (2) a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, the HITECH Act, the HIPAA Regulations or other security or privacy laws is made in any administrative or civil proceedings in which the party has been joined.
18. **Termination for Convenience:** County may terminate this Agreement at any time at its pleasure upon giving thirty (30) days written notice.
19. **Effect of Termination:** Except as provided in subparagraph A of this section, upon termination of the Contract for any reason, Business Associate shall, at the option of the County, return or destroy all PHI that Business Associate still maintains in any form, and shall retain no copies of such PHI. This provision shall apply to PHI that is in the possession of subcontractor or agents of the Business Associate.
 - a. If return or destruction is not feasible, as determined by the County, Business Associate shall continue to extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as Business Associate, or any of its agents or subcontractors, maintain such PHI.
 - b. If the County elects destruction of the PHI, Business Associate shall certify in writing to the County that such information has been destroyed.

AMENDMENT

20. **Amendment to Comply with Law:** The parties acknowledge that state and federal law relating to data security and privacy are rapidly evolving and that amendment of the Contract or Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule, and other applicable laws relating to the security and confidentiality of PHI. The parties understand and agree that the County must receive satisfactory written assurance from Business Associate that Business Associate will adequately safeguard PHI. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH ACT, the Privacy Rule, the Security Rule, or other applicable laws. County may terminate the Contract upon thirty (30) days written notice in the event (1) Business Associate does not promptly enter into negotiations to amend the Contract or Agreement when requested by County pursuant to this Section or (2) Business Associate does not enter into an

amendment to the Contract or Agreement providing assurances regarding the safeguarding of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

County:
Glenn County
Health and Human Services Agency

Business Associate:
City of Orland

Signature: _____

Signature: _____

Print Name: Christine Zoppi, Director

Print Name:

Date: _____

Date: _____

The wording of this attachment,
unless modified, is approved by
Tami Hanni
HIPAA Privacy and Security Officer
Glenn County