



AGENDA OF A SPECIAL MEETING
CITY COUNCIL OF THE CITY OF NATIONAL CITY

ONLINE ONLY MEETING
<https://www.nationalcityca.gov/webcast>
LIVE WEBCAST
COUNCIL CHAMBERS
CIVIC CENTER
1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, JANUARY 26, 2021 – 6:00 PM

ALEJANDRA SOTELO-SOLIS
Mayor

JOSE RODRIGUEZ
Vice Mayor

MARCUS BUSH
Councilmember

RON MORRISON
Councilmember

MONA RIOS
Councilmember

NOTICE: The health and well-being of National City residents, visitors, and employees during the COVID-19 outbreak remains our top priority. The City of National City is coordinating with the County of San Diego Health Human Services Agency, and other agencies to take measures to monitor and reduce the spread of the novel coronavirus (COVID-19). The World Health Organization has declared the outbreak a global pandemic.

Steps are being taken to ensure the safety of City residents, employees and the communities we serve.

In order to provide an opportunity for public comment on agenda items at this meeting, comments may be submitted via e-mail at clerk@nationalcityca.gov. **E-mails that are received by 4:00 p.m. on the day of the meeting will be read into the record during Open Session.**

PUBLIC COMMENTS: Prior to the Business portion of the agenda, the Elected Body will receive public comments regarding any matters within the jurisdiction of the City and/or the Community Development Commission. Members of the public may also address any item on the agenda at the time the item is considered by the Elected Body. Persons who wish to address the Elected Body are requested to fill out a "Request to Speak" form available at the entrance to the City Council Chambers, and turn in the completed form to the City Clerk. The Mayor or Chairperson will separately call for testimony of those persons who have turned in a "Request to Speak" form. If you wish to speak, please step to the podium at the appropriate time and state your name and address (optional) for the record. The time limit established for public testimony is three minutes per speaker unless a different time limit is announced. Speakers are encouraged to be brief. The Mayor or Chairperson may limit the length of comments due to the number of persons wishing to speak, or if comments become repetitious or irrelevant.

1243 National City Blvd.
National City
619-336-4240

Meeting agendas and
minutes available on web

WWW.NATIONALCITYCA.GOV

WRITTEN AGENDA: With limited exceptions, the Elected Body may take action only upon items appearing on the written agenda. Items not appearing on the agenda must be brought back on a subsequent agenda unless they are of a demonstrated emergency or urgent nature, and the need to take action on such items arose after the agenda was posted.

Upon request, this agenda can be made available in appropriate alternative formats to persons with a disability in compliance with the Americans with Disabilities Act. Please contact the City Clerk's Office at (619) 336-4228 to request a disability-related modification or accommodation. Notification 24-hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

Spanish audio interpretation is provided during Elected Body Meetings. Audio headphones are available in the lobby at the beginning of the meeting.

Audio interpretación en español se proporciona durante sesiones del Consejo Municipal. Los audiófonos están disponibles en el pasillo al principio de la junta.

COUNCIL REQUESTS THAT ALL CELL PHONES AND PAGERS BE TURNED OFF DURING CITY COUNCIL MEETINGS.

OPEN TO THE PUBLIC

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

NON CONSENT RESOLUTIONS

1. Resolution of the City Council of the City of National City, California approving an Agreement with the County of San Diego for the administration of COVID-19 vaccinations via Mobile Service Units. (City Manager)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, February 2, 2021, 6:00 p.m., City Council Chambers, Civic Center – National City, California.



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CITY COUNCIL OF THE CITY OF NATIONAL CITY**

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COUNCIL CHAMBERS
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1243 NATIONAL CITY BOULEVARD
NATIONAL CITY, CALIFORNIA
TUESDAY, JANUARY 26, 2021 – 6:00 PM

NOTICE IS HEREBY GIVEN, that the City Council of the City of National City will hold a Special Meeting on **Tuesday, January 26, 2021, at 6:00 p.m.**, or as soon thereafter as the matter may be considered, in the Council Chambers at the Civic Center, 1243 National City Boulevard, National City, California, 91950. The business to be transacted at said meeting will be for the City Council to consider the following:

OPEN TO THE PUBLIC

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE TO THE FLAG

PUBLIC COMMENTS (THREE-MINUTE TIME LIMIT)

NON CONSENT RESOLUTIONS

1. Resolution of the City Council of the City of National City, California approving an Agreement with the County of San Diego for the administration of COVID-19 vaccinations via Mobile Service Units. (City Manager)

ADJOURNMENT

Next Regular City Council Meeting: Tuesday, February 2, 2021, 6:00 p.m., City Council Chambers, Civic Center – National City, California

Dated: January 25, 2021

**CITY OF NATIONAL CITY, CALIFORNIA
COUNCIL AGENDA STATEMENT**

MEETING DATE: January 26, 2021

AGENDA ITEM NO. 1 |

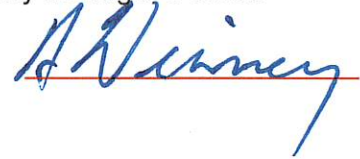
ITEM TITLE:

Resolution of the City Council of the City of National City, California approving an Agreement with the County of San Diego for the administration of COVID-19 vaccinations via Mobile Service Units. (City Manager)

PREPARED BY: Tony Winney, Assistant City Manager | **DEPARTMENT:** City Manager's Office

PHONE: (619) 336-4240

APPROVED BY:



EXPLANATION:

See attached.

FINANCIAL STATEMENT:

APPROVED: _____ **Finance**

ACCOUNT NO. |

APPROVED: _____ **MIS**

The County of San Diego will provide reimbursement to the City for costs incurred administering the vaccine via Mobile Units as outlined within the agreement.

ENVIRONMENTAL REVIEW:

N/A

ORDINANCE: **INTRODUCTION:** **FINAL ADOPTION:**

STAFF RECOMMENDATION:

Approve the attached Resolution providing for execution of a Mutual Aid Agreement with the County of San Diego.

BOARD / COMMISSION RECOMMENDATION:

N/A

ATTACHMENTS:

Attachment A – Explanation
Attachment B – Resolution Approving a Mutual Aid Agreement with the County of San Diego
Attachment C – Mutual Aid Agreement with the County of San Diego |

COVID-19 MUTUAL AID AGREEMENT WITH COUNTY OF SAN DIEGO**Agenda Report Explanation****Background:**

On March 4, 2020, the State of California proclaimed a State of Emergency as a result of the Coronavirus Disease 2019 (COVID-19) pandemic. COVID-19 is widespread in our community and requires ongoing guidance from federal, state, and local governments and Public Health Officials. The County of San Diego is working closely with regional partners to implement its Test, Trace, and Treat (T3) Strategy to monitor the local situation, perform testing and disease investigation activities, and provide support services to those impacted by the disease. A component under the T3 Strategy includes delivery and administration of COVID-19 vaccine.

As part of that overall T3 strategy, the City has partnered with County of San Diego and the State of California to open a testing center at our Senior Center and a community vaccine distribution point at the Martin Luther King Community Center.

In order to expand the availability of vaccinations within National City, the City is now proposing to partner with the County of San Diego via a mutual aid agreement to create Mobile Vaccination Units composed of staff from the National City Fire Department certified to safely vaccinate residents.

Statement on Subject:

The proposed Mutual Aid Agreement with the County of San Diego is attached as Attachment C. The agreement provides the terms under which the partnership will be conducted. The City will provide certified Fire Department staff to vaccinate individuals at mutually agreed upon and designated events within National City. The County will provide all vaccines and related supplies, including personal protective equipment, and will reimburse the City for all staff costs associated with the program, as outlined in Exhibit C of the agreement, which includes the California fire Assistance Agreement approved rate and methodology for expenses, plus administrative overhead.

The Mobile Vaccine Unit will focus on reaching those populations within National City that may not be able to easily travel to a community vaccination point or County led "super vaccination" sites. This will tentatively include 13 long term care facility locations in partnership with CVS and Walgreens who will also be dedicating staff to help administer vaccines on-site at those locations. The goal of the program is to assist the County in quickly and safely vaccinating as many San Diego County residents as possible to achieve group immunity. As the County progresses through vaccination tiers that include additional city staff, the Fire Department will set up a vaccination location at Fire Station 34 to vaccinate our staff to ensure for continued service delivery.

The term of the mutual aid agreement is through April 30, 2021 unless otherwise extended by both parties.

RESOLUTION NO. 2021 -

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA APPROVING AN AGREEMENT WITH THE COUNTY OF SAN DIEGO FOR THE ADMINISTRATION OF COVID-19 VACCINATIONS VIA MOBILE SERVICE UNITS

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency as a result of the Coronavirus Disease 2019 (COVID-19) pandemic; and

WHEREAS, COVID-19 is widespread in our community and requires ongoing guidance from federal, state, and local governments and Public Health Officials; and

WHEREAS, the County of San Diego (County) is working closely with regional partners to implement its Test, Trace, and Treat (T3) Strategy to monitor the local situation, perform testing and disease investigation activities, and provide support services to those impacted by the disease; and

WHEREAS, a component under the T3 Strategy includes delivery and administration of COVID-19 vaccine; and

WHEREAS, as part of that overall T3 strategy, the City of National City (City) has partnered with the County via a Mutual Aid Agreement to create Mobile Vaccination Units composed of staff from the City's Fire Department that have been certified to safely vaccinate residents; and

WHEREAS, the program's goal is to assist the County in quickly and safely vaccinating as many San Diego County residents as possible to achieve group immunity; and

WHEREAS, City staff recommends authorizing the City enter into the Mutual Aid Agreement with the County for the administration of COVID-19 vaccinations via Mobile Service Units .

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF NATIONAL CITY, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE, AND ORDER AS FOLLOWS:

Section 1: That the City Council hereby authorizes the City Manager to execute a Mutual Aid Agreement with the County of San Diego for the administration of COVID-19 vaccinations via Mobile Service Units.

Section 2: That the City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED and ADOPTED this 26th day of January, 2021.

Alejandra Sotelo-Solis, Mayor

ATTEST:

Luz Molina, City Clerk

APPROVED AS TO FORM:

Charles E. Bell Jr., City Attorney



MUTUAL AID AGREEMENT FOR COVID – 19 VACCINE ADMINISTRATION

Parties

This Mutual Aid Agreement for COVID – 19 Vaccine Administration, including any exhibits attached hereto (Agreement), is made between the County of San Diego (County) and the National City (City). The parties to this Agreement may be referred to collectively as the "parties" or individually as a "party."

Recitals

WHEREAS, The County is combatting a global pandemic from COVID-19; and

WHEREAS, the Centers for Disease Control and Prevention (CDC) and the California Department of Public Health (CDPH) expect the pandemic outbreak to get worse before it stabilizes; and

WHEREAS, the County's Public Health Officer has declared a local health emergency and the County and the City each have proclaimed a local emergency due to the COVID-19 pandemic; and

WHEREAS, on March 4, 2020, the State of California proclaimed a State of Emergency as a result of the Coronavirus Disease 2019 (COVID-19) pandemic. COVID-19 is widespread in our community and requires ongoing guidance from federal, state, and local governments and Public Health Officials. The County of San Diego is working closely with regional partners to implement its Test, Trace, and Treat (T3) Strategy to monitor the local situation, perform testing and disease investigation activities, and provide support services to those impacted by the disease. A component under the T3 Strategy includes delivery and administration of COVID-19 vaccine; and

WHEREAS, the County and the City are collaborative partners in ensuring residents' needs are met through the delivery of essential services. Vaccine administration is one such essential service, and the City is willing to provide mutual aid in the form of vaccine administration; and

WHEREAS, subject to availability, the City will provide healthcare staff authorized to administer vaccination services as well as other support staffing in conjunction with the County and other municipal and private actors to safely, effectively, and timely administer COVID-19 vaccinations as deemed necessary by the County's Public Health Officer, or designee; and

WHEREAS, the Agreement shall consist of this document, Exhibit A Statement of Work, Exhibit B Information, Privacy and Security Provisions, Exhibit C Payment Schedule, and Exhibit D Federal Emergency Management Agency (FEMA) Provisions.

THEREFORE, in consideration of the foregoing recitals and the mutual covenants and promises set forth below, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto agree as follows:

TERMS AND CONDITIONS

1. **Administration of Agreement:** Each party identifies the following individual to serve as the authorized administrative representative for that party. Any party may change its administrative representative by notifying the other party in writing of such change. Any such change will become effective upon the other party's receipt of such notice to this Agreement. Notice of the authorized representative shall be sent to each party as follows:

<p><u>County</u> Jennifer Bransford-Koons Medical Operations Center Public Health Testing Branch Director 5469 Kearny Villa Road San Diego, CA 92123 619-405-8457 Jennifer.Bransford@sdcounty.ca.gov</p>	<p><u>National City</u> Frank Parra Chief of Emergency Services 1243 National City Blvd National City, CA 91950 (619) 336-4550 FParra@nationalcityca.gov</p>
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2. **Scope of Work.** The City shall perform the work described in the "Scope of Work" attached as Exhibit "A" to this Agreement. Exhibit A is incorporated into this Agreement by reference.
3. **Compensation:** Exhibit C outlines the Payment Schedule and/or budget. The County will pay the City the agreed-upon price, according to Exhibit C for the work specified in Exhibit A, Scope of Work.
4. **Limitation of Liability:** Notwithstanding anything to the contrary in this Agreement, neither party shall be held liable for any act or omission regarding which such party is immune. Nothing in this Agreement shall be construed to modify or change in any manner any immunity that any party has under any applicable law, including, but not limited to, immunity under the Public Readiness and Emergency Preparedness ("PREP") Act, 42 U.S.C. 247d-6d et. seq. Neither party shall be liable to the other for consequential damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them. Neither party shall be liable to the other for claims by third parties arising out of or related to administering the vaccines or the consequences thereof except as may be otherwise required by law.
5. **Indemnity and Insurance:**
- 5.1. **Claims Arising From Sole Acts or Omissions of a Party:** Each party to this Agreement hereby agrees to defend and indemnify the other parties to this Agreement, their agents, officers, and employees, from any claim, action or proceeding against the other parties, arising solely out of its acts or omissions in the performance of this Agreement. At each party's sole discretion, each party may participate at its own expense in defense of any claim, action, or proceeding. Still, such participation shall not relieve any party of any obligation imposed by this Agreement. The parties shall promptly notify each other promptly of any claim, action, or proceeding and fully cooperate in the defense.

- 5.2. **Claims Arising from Concurrent Acts or Omissions:** The parties hereby agree to defend themselves from any claim, action, or proceeding arising out of the parties' concurrent acts or omissions. In such cases, the parties agree to retain their legal counsel, bear their defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph 5.3 below.
- 5.3. **Joint Defense and Reimbursement and Reallocation:** Notwithstanding paragraph 5.2 above, in cases where the parties agree in writing to a joint defense, the parties may appoint joint defense counsel to defend the claim, action, or proceeding arising out of the concurrent acts or omissions of parties. Joint defense counsel shall be selected by mutual agreement of parties. The parties agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as follows: parties further agree that no party may bind another to a settlement agreement without all parties' written consent. Where a trial verdict or arbitration award, in a joint defense case, allocates or determines the comparative fault of the parties, parties may seek reimbursement and/or reallocation of defense costs, judgments and awards, consistent with such comparative fault.
- 5.4. **Insurance:** Each party shall obtain insurance at its own cost and expense and keep in force and effect during the term of this Agreement, including all extensions, policies of insurance, or programs of self-insurance with policy limits in sufficient amounts to cover any and all potential liabilities of such party hereunder. Policy limits shall in no way limit either party's indemnification obligations.
6. **Conformance With Rules And Regulations:** The parties shall conform with all applicable federal, state, county, and local laws, rules, and regulations, and Executive Orders, current and hereinafter enacted, including facility and professional licensing and/or certification laws, and keep in effect any and all licenses, permits, notices, and certificates as are required. The parties shall further comply with all laws applicable to wages and hours of employment, occupational safety, fire safety, health, and sanitation.
7. **Confidentiality:** The City shall protect the privacy and security of County information that City may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition, City shall be in compliance with privacy and security requirements as set forth in Exhibit B, as applicable. Exhibit B is attached and incorporated by reference.
8. **Governing Law and Venue:** This Agreement shall be governed, interpreted, construed, and enforced in accordance with the laws of the State of California. Venue for any disputes shall be brought only in the federal or state courts located in San Diego County, California.
9. **Federal and Federal Emergency Management Agency (FEMA) Provisions:** The parties agree that the vaccination services shall be provided in conformance with applicable federal law and FEMA provisions as set forth in the attached Exhibit D. Exhibit D is attached and incorporated by reference.
10. **Third-Party Beneficiaries Excluded:** This Agreement is intended solely for the benefit of the parties hereto. Any benefit to any third party is incidental and does not confer on any third party to this Agreement any rights whatsoever regarding this Agreement's performance. Any attempt to enforce provisions of this Agreement by third parties is expressly prohibited.
11. **Amendments to Agreement:** Any party may propose amendments to this Agreement by providing written notice of such amendments to the other party. This Agreement may only be amended by a written amendment signed by both parties.
12. **Severability:** If any terms or provisions of this Agreement or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such term and provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the maximum extent permitted by law.

13. **Full Agreement:** This Agreement and Exhibits A, B, C, and D represent the full and entire Agreement between the parties with respect to the program and supersedes any prior written or oral agreements with respect to the program that may have existed.
14. **Scope of Agreement:** This Agreement only applies to the program described herein and does not set forth any additional current or future obligations or agreements between the parties, except that the parties may by written amendment amend the scope of this Agreement.
15. **Live Well San Diego Vision:** The County, Health and Human Service Agency (HHSA), supports the *Live Well San Diego* vision of Building Better Health, Living Safely, and Thriving. *Live Well San Diego*, developed by the County, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside the County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living Safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.
 - 15.1. Information about the *Live Well San Diego* can be found on the County's website and a website dedicated to the vision:
http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html and
<http://www.LiveWellSD.org>
16. **Term:** This Agreement shall become effective on the date all of the parties have signed this Agreement, and be in force until April 30, 2021, and maybe extended upon both parties' agreement.
17. **Termination for Convenience.** Either party may terminate their participation in this Agreement upon delivering the written notice to the other party. Termination will become effective thirty (30) days from receipt of such notice.
18. **Counterparts:** This Agreement may be executed in any number of separate counterparts, each of which shall be deemed an original but all of which when taken together shall constitute the same instrument.

County of San Diego

Dated: _____

By: _____
Helen Robbins-Meyer, Director of Emergency
Services and Chief Administrative Officer

National City

Dated: _____

By: _____
Brad Raulston, City Manager

EXHIBIT A – SCOPE OF WORK

1. Target Population and Geographic Service Area
 - 1.1. The City shall administer vaccines to persons as prioritized by the County at mutually agreed and designated events and/or locations within the San Diego County region and specifically in National City and/or South Bay region.
2. General Requirements for Service Delivery
 - 2.1. The City shall coordinate with the County to develop staff schedules and work locations and planning of vaccinations.
 - 2.2. The City shall only use providers authorized by the State to administer the COVID vaccine. Providers authorized to administer vaccine include paramedics or other individuals that the State may authorize in the future either through order, waiver, or other decree or who may be authorized through the properly delegated authority of someone authorized to do so, so long as appropriately supervised.
 - 2.3. The City shall ensure individuals authorized to administer COVID vaccines have completed all required training for the COVID vaccines as designated by the County.
 - 2.4. The City shall maintain records on all licenses and certifications of staff administering vaccines, as required.
 - 2.5. The City shall provide primary and secondary points of contact to the County, including emergency contact information and protocols, as requested by County.
 - 2.6. The City shall adhere to protocols and procedures for vaccine administration as identified by the County and State.
 - 2.7. The City shall report all information about vaccine administered as required by County and State.
 - 2.8. Those in need of a vaccine can schedule appointments through the County's COVID-19 Vaccine website www.vaccinationsuperstationsd.com, and the City shall coordinate with the County to establish a link where patients can schedule an appointment.
3. Specific Requirements for Service Delivery
 - 3.1. Vaccination Administration and Handling.
 - 3.1.1. The County will supply the City with all vaccinations and related supplies, including Personal Protective Equipment (PPE), for this work's performance.
 - 3.1.2. The vaccine shall be provided by the County or directly from the State, with the county's authorization and as part of the County's vaccine allotment, on a reasonable, as requested basis. The City shall inspect all vaccine and vaccination supplies at the pick-up site. Upon pick-up, the City shall execute the vaccine and vaccination kit distribution form. The City shall notify the County of any discrepancies between the order and delivery within 24 hours of delivery to the Immunization Public Health Nurse Supervisor.
 - 3.1.3. The City shall adhere to the storage and handling requirements in accordance with vaccine package inserts and in accordance with CDC Vaccine Storage and Handling Toolkit (<http://www.cdc.gov/vaccines/recs/storage/toolkit/storage-handling-toolkit.pdf>) and maintain the cold chain integrity of the vaccine at all stages of delivery and administration.
 - 3.1.4. The City shall transfer or dispose of the unused vaccine in accordance with CDC Vaccine Storage and Handling Guidelines:
<http://www.cdc.gov/vaccines/recs/storagctoolkit/storage-handling-toolkit.pdf>
 - 3.1.5. The City shall remove biohazard waste in accordance with California Department of Public Health requirements.

<http://www.cdph.ca.gov/certlic/medicalwaste/Pages/LawsRegs.aspx>

- 3.1.6. According to accepted practice, the City shall administer licensed vaccine and vaccine that may be available under an emergency authorization following the Advisory Committee's priority recommendations on Immunization Practices (ACIP) and under the County's tier framework. The City shall adhere to ACIP recommended immunization schedule, dosage, and contraindications unless there are exceptions based on medical judgment or state law
<http://www.cdc.gov/vaccines/schedules/hcp/index.html>
- 3.1.7. The City shall follow ACIP recommendation to provide a 15-minute observation time for persons receiving the vaccine and 30 minutes for persons receiving vaccination that have a history of an immediate allergic reaction of any severity to a vaccine or injectable therapy and/or persons with a history of anaphylaxis due to any cause.
- 3.1.8. The City shall provide "vaccination reminders" to patients or parents/guardians of children under age ten (10) who require a second vaccine dose. The City shall coordinate with County to utilize the San Diego Regional Immunization Registry (SDIR) reminder/recall system.
- 3.1.9. The City shall document the vaccines administered to meet reporting requirements for the California Department of Public Health (CDPH), CDC, and any other agencies required for COVID-19 vaccine administration, including the County. The City shall coordinate with County to use SDIR for documentation and reporting of immunization information.
- 3.1.10. The City shall report vaccinations administered information to County on patients who have been vaccinated. The reporting shall comply with the requirements as noted by the County for immunization reporting through electronic means. Results shall be reported within 24 hours of administration consistent with state and local reporting requirements.
- 3.1.11. The City shall advise all patients that they have a right to decline to have their immunization record shared with other health care providers, agencies, or schools in the California Immunization Registry. The City shall provide County with all signed declination forms. These forms shall be delivered to County no later than one week following vaccination administration date by fax at (619) 692-6619, by mail, or by batch delivery in person to:

*County of San Diego, Health and Human Services Agency,
Public Health Services, Epidemiology and
Immunization Services Branch 3851 Rosecrans
Street, Mailstop P573, Suite Y04, San Diego, CA
92110*
- 3.1.12. The City shall complete and submit daily County provided usage reports to the County after each event, including the quantity of vaccine dispensed, unused and spoiled. If the City is conducting multiple events per day, this daily report shall include a breakdown of each event's required information. Reports shall be delivered to County by noon the following business day in person, by fax at (619) 692-6619, or by mail to:

*County of San Diego, Health and Human Services Agency,
Public Health Services, Epidemiology and
Immunization Services Branch 3851 Rosecrans
Street, Mailstop P573, Suite Y04, San Diego, CA
92110*

- 3.1.13. The City shall maintain a cumulative vaccination dispensing report for all services provided pursuant to this Agreement to be delivered to County, as requested.
 - 3.1.14. The City shall report any adverse reactions to County within 24 hours and document adverse events in the Vaccine Adverse Events Reporting System (VAERS).
- 3.2. The City shall not charge the patient any surcharge, premiums, or added costs.
- 3.3. For vaccination events in specialized settings, venues, or patient populations, the City shall coordinate with County on those specialized events. When providing vaccinations at Long-Term Care facilities, City shall follow the Long-Term Care Facility Vaccination Workflow provided by County.
- 3.4. The City shall make reasonable best efforts to ensure vaccines are only given to patients in the applicable phased groups. Understanding that consumers' eagerness to get the vaccine creates an environment in which consumers may misrepresent their status in a particular group. The County is responsible for identifying the patients who are to receive the vaccination at any vaccination site or event covered under this Agreement. The County understands and agrees that the City will not refuse to vaccinate any individual who can provide proof of the invitation for vaccination or other agreed-upon documentation that they are a patient in the applicable phased group. Further, the County acknowledges that the City will utilize the CDPH (<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/Vaccine-Prioritization.aspx>) and other relevant CDC guidance to take reasonable measures to ensure all vaccines prepared for administration are utilized and not wasted. Such that at the end of any vaccine event or day of a vaccine event, City may administer vaccine doses that might otherwise be wasted to patients who were not invited to the event by the County and who may be outside of the applicable phased group.

EXHIBIT B - INFORMATION PRIVACY AND SECURITY PROVISIONS

1. Recitals. This Article is intended to protect the privacy and security of County information the City may create, receive, access, store, transmit, and/or destroy under this Agreement. In addition to the below Responsibilities, City shall be in compliance with the following rules, regulations, and agreements, **as applicable**:
 - 1.1. Health Insurance Portability and Accountability Act, specifically, Public Law 104-191, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, 42USC section 17921 et seq., and 45CFR Parts 160 and 164, collectively referred to as "HIPAA;"
 - 1.2. County agreements with the State of California, collectively referred to as "State Agreements" and posted on the County's website at: www.cosdcompliance.org, including:
 - 1.2.1. For Eligibility Operations contracts, the Medi-Cal Eligibility Data System Privacy and Security Agreement Between the California Department of Social Services and the County;
 - 1.2.2. For Mental Health contracts, the Medi-Cal Behavioral Health Services Performance Agreement between the California Department of Health Care Services (DHCS) and the County;
 - 1.2.3. For Substance Use Disorder contracts, the San Diego County Alcohol and Drug Program Administrator Agreement between DHCS and the County;
 - 1.2.4. For Aging and Independence Services contracts, the Standard Agreement between the County and the California Department of Aging;
 - 1.2.5. For Whole Person Wellness contracts, the Agreement for Whole Person Care Pilot Program for San Diego County with DHCS; and
 - 1.2.6. For Public Health Services contracts, the Standard Agreement between the County and the California Department of Public Health.

Title 42 Code of Federal Regulations, Chapter 1, Subchapter A, Part 2.
2. Definitions. Terms used, but not otherwise defined, in this Article shall have the same meaning as defined by HIPAA.
 - 2.1. "Breach" of Protected Health Information (PHI) shall have the same meaning given to the term "breach" under HIPAA and "breach" of Personal Information (PI)/Personally Identifiable Information (PII) shall have the same meaning as given to it under the State Agreements.
 - 2.2. "Business Associate," when applicable, shall mean the City.
 - 2.3 "County PHI" shall have the same meaning as PHI under HIPAA, specific to PHI under this Agreement.
 - 2.4 "County PI/PII" shall have the same meaning as PI/PII under the State Agreements, specific to PI/PII under this Agreement.
 - 2.5 "Covered Entity," when applicable, shall mean the County.
 - 2.6 "Security incident" shall have the same meaning as defined by the State Agreements.
3. Responsibilities of the City.
 - 3.1. Use and Disclosure of County PHI/PI/PII. The City shall use the minimum County PHI/PI/PII required to accomplish the requirements of this Agreement or as required by Law. City may not use or disclose County PHI/PI/PII in a manner that would violate HIPAA or the State Agreements if done by the County.
 - 3.2. Safeguards. The City shall ensure sufficient administrative, physical, and technical controls are in place to prevent use or disclosure of County PHI/PI/PII
 - 3.3. Mitigation. The City shall mitigate, to the extent practicable, any harmful effects caused by violation of the requirements of this Article, as directed by the County.

- 3.4. Subcontractors. The City shall ensure that any agent, including a subcontractor, to whom it provides County PHI/PI/PII, imposes the same conditions on such agents that apply to the City under this Article.
- 3.5. Cooperation with County.
 - 3.5.1. The City shall provide access to County PHI/PI/PII, as well as internal practices and records related to County PHI/PI/PII, at the written request of County within ten (10) calendar days.
 - 3.5.2. The City will assist County regarding individual's access, copy, amendment, accounting of disclosure, and other such requests for County PHI/PI/PII in the time and manner designated by County.
4. Breach Reporting. The City shall report breaches and suspected security incidents to County, to include:
 - 4.1. Initial Report.
 - 4.1.1. The City shall email County Contracting Officer's Representative (COR) and HHSA Privacy Officer immediately upon the discovery of a suspected security incident that involves data provided to County by the Social Security Administration, as per the State Agreements.
 - 4.1.2. The City shall email the County contact and HHSA Privacy Officer immediately of breaches and suspected privacy incidents involving 500 or more individuals.
 - 4.1.3. The City shall additionally submit an online County "Privacy Incident Report" through the online portal at www.cosdcompliance.org within one (1) business day for all breaches and suspected security incidents.
 - 4.2. Investigation Report. The City shall immediately investigate such suspected security incident or breach and provide the County a complete report of the investigation within seven (7) working days using County's "Privacy Incident Report" online form.
5. Notification. The City will comply with County's request to notify individuals and/or media and shall pay any costs of such notifications, as well as any costs associated with the breach. County shall approve the time, manner and content of any such notifications before notifications are made.
6. Designation of Individuals. The City shall designate a Privacy Official and a Security Official to oversee its privacy and security requirements herein.
7. Termination. Upon termination of the Agreement for any reason, the City shall return or destroy all County PHI/PII/PI, except County PHI/PII/PI necessary for the City to continue its proper management and administration or to carry out its legal responsibilities, as mutually agreed upon by the Parties. If the Parties mutually agree that return or destruction of County PHI/PII/PI is infeasible, the City shall extend the protections of this Article to such County PHI/PII/PI for so long as the City maintains such County PHI/PII/PI

EXHIBIT C - PAYMENT SCHEDULE

1. Term. The City shall be compensated for vaccine administration from the effective date thru April 30, 2021, pursuant to Table A.
2. Reimbursement. The City shall be compensated at no more than the reimbursement based on the California Fire Assistance Agreement (CFAA) approved rate and methodology listed in Table A.
 - 2.1. If the City receives additional funds from a third party, the City shall work with the County to credit the County's vaccination services costs.
 - 2.2. Cost Reimbursement. Upon prior approval by the County representative, the County shall reimburse the City for all reasonable costs, such as tents, supplies, water associated with one-time set-up costs, and ongoing Venue/Site logistics and operations.

Table A.

Service Description	Reimbursement Rate	Administration Rate
Vaccine Administration	Reimbursement will be based upon CFAA Approved Rates and Methodology	The administrative rate will be based upon CFAA approved rate and methodology
Venue/Site operations	Upon prior approval from the County representative, City shall provide complete documentation for reimbursement of costs related to venue/site supplies (See Exhibit C – Section 2.2 Cost Reimbursement)	Upon prior approval from the County representative, City shall provide complete documentation for reimbursement of costs related to administration associated with venue/site logistics (See Exhibit C – Section 2.2 Cost Reimbursement)

3. Invoice.
 - 3.1. The City shall invoice the County weekly and submit appropriate documentation.
 - 3.2. Invoices must also include the City's National Provider ID number, date of service, service location, description of service(s), number of vaccinations, vaccination fee, and all required documentation that supports reimbursement costs incurred in the billing cycle for venue/site logistics.
 - 3.3. Invoice approval is subject to the County's review. Invoices without complete and proper documentation may be subject to a delay in payment.
 - 3.4. Invoices shall be submitted to:

County Representative	James (Mike) Weissenburger
Address	James.Weissenburger@sdcounty.ca.gov

4. Invoice certification.

4.1. An invoice shall contain the following certification:

I certify that the above deliverables and/or services were delivered and/or performed specifically for this Agreement in accordance with the terms and conditions set forth herein. I further certify, under penalty of perjury under the laws of the State of California, that no employee or entity providing services under the terms and conditions of this Agreement is currently listed as debarred, excluded, suspended, or ineligible on the Federal System for Award Management (SAM: <http://SAM.gov>), the Federal Health and Human Services Office of Inspector General List of Excluded Individuals/Entities (LEIE: <http://exclusions.oig.hhs.gov>), or the State of California Medi-Cal Suspended and Ineligible list (www.medi-cal.ca.gov).

Printed Name & Signature

Date Signed

Telephone & Fax Number

EXHIBIT D – FEDERAL AND FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) PROVISIONS

The City shall, as a condition of this contract, and for the duration of the contract and any extension of the contract or surviving conditions contained therein as required by the County, comply with the following stipulated requirements and applicable federal provisions:

1. Access to Records:
 - 1.1. The City agrees to provide the County, the State of California, the federal agency Secretary or Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions
 - 1.2. The City agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 - 1.3. The City agrees to provide the federal agency Secretary or Administrator or his authorized representative(s) access to construction or other work sites pertaining to the work being completed under the Agreement.
 - 1.4. In compliance with the Disaster Recovery Act of 2018, the County and the City acknowledge and agree that no language in this Agreement is intended to prohibit audits or internal reviews by the federal agency Secretary or Administrator or the Comptroller General of the United States.
2. Department of Homeland Security Seal, Logo, Flag: The City shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
3. Compliance with Federal Law, Regulations, and Executive Orders: This is an acknowledgment that federal financial assistance may be used to fund all or a portion of the Agreement. The City will comply with all applicable federal law, regulations, executive orders, federal agency policies, procedures, and directives.
4. No Obligation by Federal Government: The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, City, or any other party pertaining to any matter resulting from the Agreement.
5. Program Fraud and False or Fraudulent Statements or Related Acts: The City acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the City's actions pertaining to this Agreement.
6. Single Audit. The City shall comply with the Single Audit requirements of 2 CFR Part 200.501, et seq.