

## EMERGENCY FACILITY USE AGREEMENT

This Agreement is made by and between the County of Monterey, a political subdivision of the State of California ("County") and the Monterey Peninsula Unified School District ("MPUSD"), sometimes referred to collectively herein as "Parties" and singular as "Party", with reference to the following:

**WHEREAS** the County is a political subdivision of the State of California tasked with handling emergency services. Due to the COVID-19 emergency crisis requiring emergency response by the County, the County wishes to secure from MPUSD the use of the Large and Small Gymnasium for a testing site and an outdoor area for a drive through test site at Seaside High School, as outlined on **Exhibit A** (the "Property") which may be changed based on mutual agreement of the parties, for the purposes of identifying individuals exposed to or infected with the SARS-CoV-2 virus ("Testing Facility").

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the MPUSD agree to allow the County to use the Property upon the following terms and condition:

1. **Use:** MPUSD will permit the County to use the Property on a temporary basis as a Testing Facility, and will allow the County, through its departments and agreements with other public and private agencies, to operate the Testing Facility with all equipment and services associated with temporary occupancy of the Property for the purposes of identifying individuals exposed to or infected with the SARS-CoV-2 virus. In addition to the use of the described Property, County may also make use of the surrounding parking stalls on a first-come, first-served basis. Said use will be subject to the Federal Required Provisions attached hereto as **Exhibit B**, and operated by the County as described in the Operations Plan attached hereto as **Exhibit C**. The Parties agree that the provisions of Section 3, Subsection "a" through "d", as set forth in **Exhibit B** are not applicable to MPUSD for the purpose of this Agreement.
2. **Rent.** The County is not responsible for the payment of any rent to the MPUSD for the use of the Property as a Testing Facility for the term of the Agreement.
3. **Reimbursement of MPUSD Costs:** The County shall reimburse MPUSD for the reasonable and documented actual costs incurred by MPUSD to make the Property available (e.g. maintenance, repairs, utilities, etc. incurred by MPUSD during the Term) and to prepare the Property for use as a Testing Facility. MPUSD shall submit invoice(s) to the County at 1488 Schilling Place, Salinas CA, 93901, Attn: County of Monterey, Contracts-Purchasing Officer within fifteen (15) days following the termination of this Agreement. Invoices shall clearly itemize the items for which MPUSD is requesting reimbursement, and MPUSD shall promptly provide receipts or supporting documentation upon reasonable request from the County.
4. **Term. Expiration Date and Right to Terminate:** The term of this Agreement begins upon execution of this Agreement by all Parties and shall expire on December 31, 2020 (the "Term"), unless extended by the mutual agreement of both Parties. Notwithstanding the foregoing, County may terminate this Agreement upon fifteen (15) days prior written notice.
5. **Control of Property:** By entering into this Agreement and only for the duration of this Agreement, MPUSD relinquishes the right to control the day-to-day management of the Property or to enforce all necessary and proper rules for the management and operation of

the Property. MPUSD's officers, agents, employees, and third party-vendors may enter the Property at any time and on any occasion after providing prior notice of such entry to the County via the contact information provided in this Agreement. Said MPUSD entry shall be subject to the HIPAA requirements attached hereto as **Exhibit D**.

6. **Property Management:** Subject to the terms and limitations defined in this Agreement (including those in Section 5 "Control of Property"), during the County's occupation and use of the Property, the County shall have temporary, personal, and exclusive use of the Property. The County is responsible for maintaining the safety, security and efficiency of its equipment, personnel, operations, and materials, and the County will be responsible for the costs associated with use of the site as a Testing Facility (e.g., security, waste disposal, etc.). The County will designate an official "Facility Manager" to manage the Facility during the Term, and each of County and the MPUSD will designate a coordinator, the "Facility Coordinators", to work with the Facility Manager regarding the County's use of the Property. The MPUSD and County shall work together so that operations of the Testing Facility and MPUSD programs (if any) do not overwhelm the parking capacity of the parking lot. The County will have responsibility for the management of the Property and operation of the Testing Facility during the Term. Any disagreement over property management shall be decided by the MPUSD, as applicable.
7. **Condition of Property:** The County accepts the Property "AS-IS," "WHERE-IS" and "WITH- ALL-FAULTS " subject to all applicable zoning, municipal, county and state laws, ordinances and regulations governing and regulating the use of the Property, and accepts this Agreement subject thereto and to all matters disclosed thereby.
8. **Facility Services:** The County shall be solely responsible for securing custodial resources, including supplies and custodial services labor to perform and maintain cleaning and sanitation of the Property and/or Testing Facility. During the term of this Agreement the MPUSD shall ensure that electricity and/or natural gas, sewer, water, internet/wifi, and trash disposal services are provided to the Property, subject to County reimbursement for said cost for services as stated in Section 3 above.
9. **Property Maintenance:** The County shall be solely responsible for maintaining the Property shown on **Exhibit A**.
10. **Security:** Prior to the use of the Property, the County shall coordinate with the Salinas Police Department to develop a mutually acceptable Security Plan that may include additional private security.
11. **Collection and Disposal of Non-Traditional, Medical and Hazardous Waste:**The County shall comply with all applicable laws, Federal, State or local, during the term of this Agreement pertaining to the use, storage, transportation, and disposal of any non-traditional and/or infectious medical or hazardous waste or substance, including but not limited to transformers, debris or medical waste as that term is defined in such applicable law, that is generated by any use of the Property.
12. **Publicity:** The Parties shall coordinate with respect to any media coverage or public messaging identifying the Property as a Testing Facility.
13. **Vacating; Removal and Disposition of County's Equipment and Personal Property:** Upon expiration or termination of this Agreement, it is the sole responsibility of the County to ensure all occupants have vacated and removed their personal property from the Property. Should the County fail to ensure all occupants have

vacated, the County shall be responsible for all expenses associated with removal, Any damage to the Property or other property of the MPUSD resulting from the use of the Property, absent reasonable wear and tear, shall be promptly repaired, replaced or reimbursed consistent with Section 14 of this Agreement.

During the Term of this Agreement, all equipment and personal property placed in, upon or under the Property by the County shall remain the property of the County and shall be removed by the County at its sole cost and expense upon termination of the Term, unless a longer term for specific equipment and/or personal property is agreed to between the MPUSD and County. Should the County fail to obtain such permission or remove said equipment and personal property after the Term, the MPUSD, as applicable, may do so at the risk of, and cost to the County. Upon written demand by the MPUSD, as applicable, the County shall immediately pay all costs and expenses of the removal of the County's equipment and personal property, including administrative overhead at the rate of 15%. The County may, however, with written consent of the MPUSD, as applicable, abandon in place any and all of the County's equipment and personal property, whereupon, as abandoned, title to said improvements will vest in the MPUSD.

Prior to returning the Property to the MPUSD for public use, the County shall be responsible for conducting a comprehensive cleaning process of the facility to ensure it is cleaned, disinfected, sanitized, and properly prepped in accordance with local health and safety requirements with the goal of reducing to the maximum extent feasible the potential for transmission of the coronavirus to MPUSD staff and members of the public and allow for the safe and secure use of the Property following the termination of the operation of the Testing Facility.

14. **Damage or Defacement of Property:** The County shall notify MPUSD upon discovery of any damage to the Property or MPUSD's equipment and/or personal property located upon the Property. In addition, MPUSD may inspect the Property upon vacation by the County and provide a list of any damage to the Property, equipment, and/or personal property discovered during the inspection within thirty (30) days following the expiration of this Agreement. The County agrees that if the Property, or MPUSD's equipment and/or personal property, are damaged in connection with the County's use of the Property as a Testing Facility, with exception of reasonable wear and tear and damage by earthquake, fire, public calamity, elements, act of God, or circumstances over which County has no control, the County shall repair and restore the Property, equipment and/or personal property to its original condition prior to such damage. If the Property, equipment, and/or personal property in question cannot be repaired in such a manner to restore its original condition, County at its sole expense shall replace the Property, equipment, or personal property. Upon mutual agreement of the Parties, County may instead reimburse the MPUSD for the damage caused. Reimbursement for such damage will be based on replacement at actual cash value plus standard MPUSD administrative overhead costs. This Section shall survive the termination of this Agreement.

Furthermore, prior to the filing of any claim for such damage against the County, or instituting any suit in equity or laws against the County related to this Agreement, the MPUSD shall make a demand on the County, and County shall thereafter have the right to self-perform any necessary repairs, or take any other remedial action to the Property.

15. **Indemnification and Hold Harmless Clause:** Each Party shall defend, indemnify and hold the other Party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorneys' fees, costs, or claims for

injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying Party, its officers, agents, or employees, and only to the extent authorized by applicable law.

16. **Independent Contractors:** The Parties hereto agree that the County, and any of its agents, servants, or employees, in the performance of this Agreement, shall act in an independent capacity and not as officers, servants, agents or employees of the MPUSD.
17. **Waiver:** Any waiver with respect to any provision of this Agreement shall not be effective unless in writing and signed by the Party against whom it is asserted. The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not constitute a continuing waiver or a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
18. **Writing Requirement:** Notwithstanding anything herein contained to the contrary, this Agreement may be terminated, and the provisions of this Agreement may be altered, changed, or amended by signed consent of each of the Parties hereto. It is understood and agreed that no alterations or variation of the terms of this Agreement shall be valid unless made in writing and signed by the Parties hereto, and that no oral understanding or agreement not incorporated herein, and no alterations or variations of the terms hereof unless made in writing between the Parties hereto, shall be binding on any of the Parties hereto.
19. **Counterparts:** This Agreement may be executed in any number of counterparts, and all of such counterparts so executed together shall be deemed to constitute one and the same agreement, and each such counterpart shall be deemed to be an original provided all of the Parties have fully executed this Agreement. Unless otherwise prohibited by law or County policy, the Parties agree that an electronic copy of this Agreement, or an electronically signed Agreement, has the same force and legal effect as the Agreement executed with an original ink signature. The term "electronic copy of this Agreement" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of the original signed Agreement in a portable document format. The term "electronically signed Agreement" means the Agreement that is executed by applying an electronic signature using technology approved by the County
20. **Notice:** All notices under this agreement shall be addressed and delivered as follows:

COUNTY: County of Monterey  
Contracts Purchasing Office  
Attention: Mike Derr  
1488 Schillings Place Salinas, CA 93901  
Tel: (831) 755-4992  
Email: [derrm@co.monterey.ca.us](mailto:derrm@co.monterey.ca.us)

MPUSD: Office of Superintendent  
Monterey Peninsula Unified School District  
700 Pacific Avenue  
Monterey CA 93940  
Tel: (831) 645-1200  
Email: [pkdiffenbaugh@mpusd.k12.ca.us](mailto:pkdiffenbaugh@mpusd.k12.ca.us)

21. **Insurance**: The County shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof with limits no less than \$5,000,000, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement.
22. **Authority**: Each Party represents and warrants to the other Parties that it is authorized to execute, deliver and perform this Agreement, and the terms and conditions hereof are valid and binding obligations of the Party making this representation.
23. **Venue**: All Parties agree to consent to exclusive jurisdiction of the courts of the State of California and the venue for any action brought hereunder shall be Monterey County, California.
24. **Further Acts**: The Parties hereto agree to perform any further acts and execute any documents that may be reasonably necessary to affect the purpose of this Agreement.

*Remainder of page intentionally left blank]*

**County of Monterey**

DocuSigned by:  
*Michael R. Derr*  
By: \_\_\_\_\_  
367942E6F649429...  
Michael R. Derr

Title: Contracts-Purchasing Officer

10/12/2020  
Date: \_\_\_\_\_

**Monterey Peninsula Unified School District**

DocuSigned by:  
*Dr. PK Diffenbaugh*  
By: \_\_\_\_\_  
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Name: Dr. PK Diffenbaugh

Title: Superintendent

10/9/2020  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:  
(County Counsel)**

DocuSigned by:  
*Marina Pantchenko*  
By: \_\_\_\_\_  
65EE9F1E92BD412...  
Marina S. Pantchenko

Title: Deputy County Counsel

10/12/2020  
Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

DocuSigned by:  
*Les J. Girard*  
By: \_\_\_\_\_  
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Les J. Girard

Title: County Counsel

10/9/2020  
Date: \_\_\_\_\_

Exhibit A  
Property Boundaries



## **Exhibit B Federal Required Provisions**

This Agreement Exhibit (this "Exhibit") is part of the Emergency Facility Use Agreement (the "Contract") Monterey Peninsula Unified School District. ("Contractor"), and the County of Monterey ("County"), under which the Contractor is providing services to County.

This Exhibit is attached to the Contract and is part of the Contract to ensure that the Contract complies with all Federal laws, regulations and restrictions applicable to Contractor and the services being provided under the Contract.

All capitalized terms not defined herein have the meanings given to them in the Contract. The provisions of this Exhibit supplement the terms of the Contract. If there is a conflict between the provisions of the Contract and this Exhibit, the provisions of this Exhibit control.

### **FEDERAL PROVISIONS**

- 1. 1. Remedies.** In the event Contractor breaches any term or provision of this Contract, County has the right to pursue all available remedies at law or equity, including recovery of damages, specific performance of this Contract, and termination of this Contract. Except as expressly provided elsewhere in this Contract, each party's rights and remedies under this Contract are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.
- 2. 2. Termination for Cause and Convenience.** If County terminates this Contract for convenience, County shall pay Contractor for services provided prior to the date of termination. If County terminates this Contract due to Contractor's breach, County may settle the Contract by negotiated agreement, pursuant to Section 9 (Disputes) of the Contract, or a combination of these methods.
- 3. 3. Contract Work Hours and Safety Standards Act.**
  - a. Overtime requirements.* No contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
  - b. Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
  - c. Withholding for unpaid wages and liquidated damages.* The Federal Emergency Management

Agency or County shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

*d. Subcontracts.* The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **4. 4. Rights to Inventions.**

- a. General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under this Contract, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to Federal Emergency Management Agency (FEMA).
- b. Unless the Federal Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), the County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Federal Government as described in U.S. Department of Commerce regulations, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," 37 CFR, Part 401.
- c. The Contractor agrees to include paragraphs (a) and (b) above in each third party subcontract for experimental, developmental, or research work financed in whole or in part with Federal assistance provided by FEMA.

#### **5. 5. Clean Air Act; Federal Water Pollution Control Act.**

- a. The Contractor shall comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.
- b. The Contractor shall report each violation of these requirements to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.
- c. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

#### **6. 6. Debarment and Suspension Clause.** The Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7. **7. Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended).** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification attached hereto as Appendix A (44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING). Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.
8. **8. Procurement of Recovered Materials.** In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designed items unless the product cannot be acquired –
  - a. Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPS's Comprehensive Procurement Guidelines website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor shall comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **9. Access to Records.** The following access to records requirements apply to this Contract:
  - a. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
  - b. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

d. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

10. **10. Contract Changes.** This Contract may be modified or amended only by a written document executed by Contractor and County, provided, that the payment provisions and the Service Plan may be amended by a written administrative amendment executed by Contractor and the County Administrator (or designee), subject to any required state or federal approval, and provided further that such administrative amendment may not increase the payment limit of this Contract or reduce the services Contractor is obligated to provide pursuant to this Contract.
11. **11. Department of Homeland Security Seal, Logo, Flags.** The Contractor may not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
12. **12. Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
13. **13. No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the Contract.
14. **14. Program Fraud and False or Fraudulent Statement or Related Acts.** The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

APPENDIX A, 44 C.F.R. PART 18-CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Monterey Peninsula Unified School District

By:  \_\_\_\_\_  
DocuSigned by: \_\_\_\_\_  
21D77BED233B443

Signature of Contractor's Authorized Official

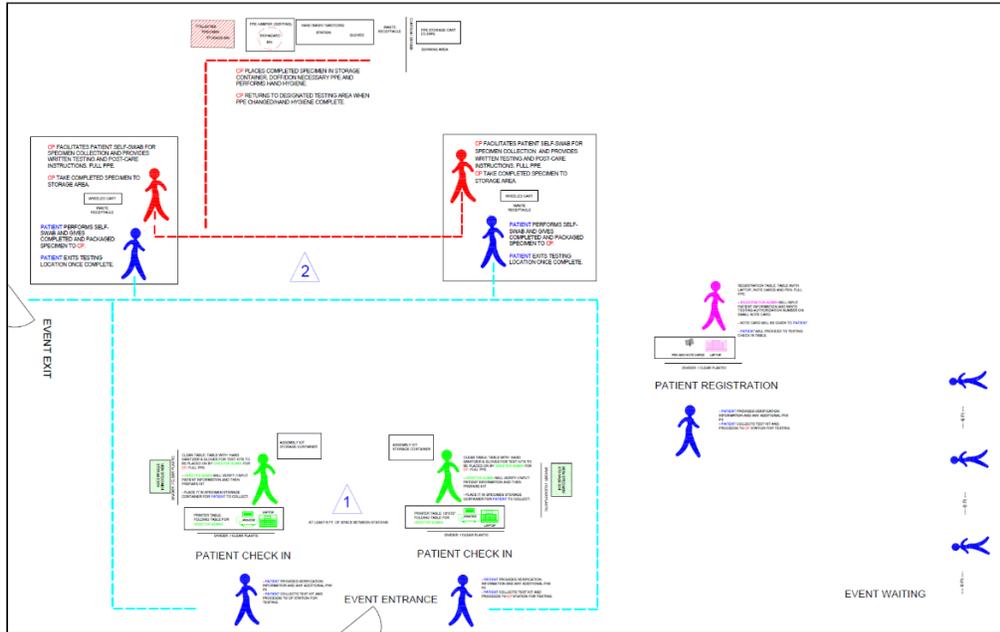
Dr. PK Diffenbaugh Superintendent

Name and Title of Contractor's Authorized Official

10/9/2020

Date

## Exhibit C Operations Plan MOBILE COVID-19 TESTING INDOOR EVENTS



*Large Interior Room/Gymnasium 1*

### Space Requirements

Building capable of providing the below requirements for space and logistical needs:

- Secure facility to ensure safety of event equipment and supplies; event room or building must be locked nightly and have established access controls.
- Electrically throughout to support event equipment (e.g.; laptops, printers, etc.)
- Temperature controls (heat or cooling)
- Interior room large enough to accommodate the required stations with at least two exits (note: exits should be on separate walls as illustrated above).
  - Check In Stations – approximately 12x12ft each, spaced at least 6ft from any other station.
  - Clinical Testing Stations – approximately 12x12ft each, spaced at least 10ft from any other station.
  - Specimen Storage – approximately 4x4ft, spaced at least 8ft from any other station.
  - Personal Protective Equipment (PPE) Donning/DoFFing Station – approximately 12x8ft to ensure ample separation between doffing and donning.

Note: If a large open space is not available, the event can be coordinated between multiple private rooms or offices.

- Private bathrooms for event staff with running water.
- Waiting area for attendees that allows at least 6ft of separation between each individual (on all sides) outside of the main event location; attendees will enter individuals as prompted by event staff.
- Plenty of parking for event attendees with designated parking for event staff.

**Seaside High Event Layout**

**To be inserted upon completion**

## Exhibit D

### **Notice of Health Insurance Portability and Accountability (HIPAA) and Patient Privacy Law Compliance.**

MPUSD acknowledges that it may have direct or incidental access to “Protected Health Information” or “PHI” or contact with occupants of the Premises. For purposes of this section of the Agreement, “Protected Health Information” or “PHI” shall have the meaning provided by the Standard for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the “Privacy Standards”) as promulgated by the Department of Health and Human Services (“HHS”) pursuant to the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) (42 U.S.C. Section 1320d, et seq.), California Civil Code Section 56.20 et seq. and other applicable California laws (each and collectively, the “HIPAA Laws”).

The County will endeavor to implement reasonable safeguards to protect the PHI from any intentional or unintentional disclosure to third parties in violation of the Privacy Standards by implementing appropriate administrative, technical, and physical safeguards to protect the privacy of PHI, and will endeavor to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to MPUSD and MPUSD’s representative and staff. The parties agree that neither MPUSD nor its staff shall need access to, nor shall they use or disclose, any PHI of individuals located at Sherwood Hall. In the event, however, PHI is disclosed to MPUSD or its staff, either directly or indirectly and regardless of whether the disclosure is inadvertent or otherwise, MPUSD agrees to take reasonable steps to maintain, and to require its staff to maintain, the privacy and confidentiality of such PHI, including that no PHI will be removed from the Premises by MPUSD or its staff, and no PHI will be discussed with or otherwise disclosed to any other person or entity. MPUSD agrees to immediately notify the County upon learning of any disclosure of PHI to MPUSD or its staff. The Parties agree that the foregoing does not create, and is not intended to create, a “business associate” relationship between the parties as that term is defined by the Privacy Standards. The County may terminate this occupancy agreement without penalty if MPUSD violates this provision.