

AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9, OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE,
SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS
FOR THE PROVISION OF CHILD ABUSE MEDICAL SERVICES

This AGREEMENT is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, as described in Article IX, section 9, of the California constitution, on behalf of THE UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS, hereinafter referred to as “UCI” or “CONTRACTOR.” This Agreement shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Child Abuse Medical Services;

WHEREAS, CONTRACTOR agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code sections 16501 and 18961.7, California Civil Code section 56.10 et seq. and 45 Code of Federal Regulations 164.512; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2024, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; however, each party shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total Agreement between the parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Agreement. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Exhibit A to the Agreement between County of Orange and The Regents of the University of California, for the Provision of Child Abuse Medical Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Agreement with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Agreement, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR attests that it and its personnel, described in Paragraph 26 of this Agreement, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Agreement, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Agreement. Further, CONTRACTOR attests that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within seventy-two (72) hours of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title

45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

5.2.1 For federally funded Agreements in the amount of \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Agreement, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Agreement requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Agreement.

6.2 Change of Ownership

CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the satisfaction of COUNTY.

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Agreement without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

8.1 Form of Business Organization

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR under this Agreement.

8.2 Change in Form of Business Organization

If, during the term of this Agreement, the form of CONTRACTOR's business organization changes, or the ownership of CONTRACTOR changes, or when changes occur between CONTRACTOR and other businesses CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under this Agreement changes and could impact services provided through this Agreement, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Agreement.

8.3 Name Change

CONTRACTOR must notify COUNTY, in writing, of any change in CONTRACTOR's status with respect to name changes that do not require an assignment of the Agreement. While CONTRACTOR is required to provide name change information without prompting from the COUNTY, CONTRACTOR must also provide an update to COUNTY of its status upon request by COUNTY.

9. USE OF COUNTY PROPERTY

9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR. Failure to execute the lease agreement will result in a breach of this Agreement.

9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and Housing Act and Americans with Disabilities Act accommodations for its own employees at COUNTY facilities. COUNTY may, at its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

10. NON-DISCRIMINATION

10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

10.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's

compliance with Paragraph 10 et seq.

10.3 Non-Discrimination in Employment

10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

10.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

10.4 Non-Discrimination in Service Delivery

10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code section 51 et seq., as amended; California Government Code (CGC) sections 11135-11139.5, as amended; CGC section 12940 (c), (h), (i), and (j); CGC section 4450; Title 22, California Code of Regulations (CCR)

sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC section 7290-7299.8); section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC section 10605, or CGC sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 10.4 et seq.

10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

10.4.2.1 Pamphlet: “Your Rights Under California Welfare Programs”
(PUB 13)

10.4.2.2 Discrimination Complaint Form

10.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau
P.O. Box 944243, M.S. 8-16-70
Sacramento, CA 94244-2430
Telephone: (916) 654-2107
Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office of Civil Rights
U.S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103
Customer Response Center: (800) 368-1019

10.4.3 The following websites provide Civil Rights information, publications and/or forms:

10.4.3.1 <http://www.cdss.ca.gov/cdssweb/entres/forms/English/PUB470.pdf> (Pub 470 - Your rights Under Adult Protective Services)

10.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

10.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply> (SSA Contractor and Vendor Compliance page)

11. NOTICES

11.1 All notices, requests, claims, correspondence, reports, statements authorized or required by this Agreement, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868

CONTRACTOR: UC Irvine Health
Executive Director

Health Services Contracting
333 City Blvd. West, Suite 550
Orange, CA 92868
Contracting@health.hs.uci.edu

- 11.2 All notices shall be deemed effective when in writing and when:
- 11.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in the Subparagraph 11.1;
 - 11.2.2 Sent by Email;
 - 11.2.3 Faxed and transmission confirmed; or
 - 11.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.
- 11.3 The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

12. NOTICE OF DELAYS

Except as otherwise provided under this Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

13. INDEMNIFICATION

13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability

will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13.2 COUNTY agrees to indemnify, defend hold CONTRACTOR, its officers, employees, and agents (“CONTRACTOR INDEMNITEES”) harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by COUNTY pursuant to this Agreement, but only in proportion to and to the extent that any such claims, demands, or liabilities are result from the negligent acts or omissions of COUNTY, its officers, employees, or agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR INDEMNITEES or COUNTY, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13.3 Neither termination of this Agreement, nor completion of the acts to be performed under this Agreement, shall release any party from its obligation to indemnify as to claims or cause of action asserted that arise from this agreement.

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance or maintain a program of self-insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage and Certificate of Insurance and endorsements on deposit with ADMINISTRATOR during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

14.2 CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide notice of the

insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.

- 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Self-Insurance.
- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
- 14.5 The policy or policies of insurance or program of self-insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

14.6 Required Statement on the Certificate of Self-Insurance for Commercial General Liability

- 14.6.1 Naming the County of Orange, its elected and appointed officials, officers, agents, and employees as an Indemnified Party.
- 14.6.2 CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.6.3 The Network Security and Privacy Liability policy of self-insurance shall

contain the following statements on the Certificate of Self-Insurance:

- 14.6.4 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 14.6.4.1 Naming the County of Orange, its elected and appointed officials, officers, agents, and employees as an Indemnified Party for vicarious liability.
- 14.6.4.2 The CONTRACTOR's program of self-insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.6.5 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents, and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.7 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 14.8 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this Agreement.
- 14.9 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policies are "claims made" policies, CONTRACTOR shall agree to maintain Professional Liability and/or Network Security & Privacy Liability coverage for two (2) years following completion of this Agreement.
- 14.10 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

- 14.11 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.
- 14.12 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 14.13 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement, provided that any such increase or decrease shall be mutually agreed upon by COUNTY AND CONTRACTOR. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 14.14 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 14.15 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.
15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS
- CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:
- 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance under this Agreement. While CONTRACTOR is required to provide this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.
- 15.2 Any accident or incident relating to services performed under this Agreement that

involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.

- 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Agreement.
- 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Agreement.
- 15.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written agreement, regardless of service location or jurisdiction.

16. CONFLICT OF INTEREST

- 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Agreement. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.
- 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Agreement performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

17. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) section 604a(a)(1)(A) shall

be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

18. SUPPLANTING GOVERNMENT FUNDS

CONTRACTOR shall not supplant any federal, State, or COUNTY funds intended for the purposes of this Agreement with any funds made available under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Agreement, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

19. EQUIPMENT

19.1 All items purchased with funds provided under this Agreement, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Agreement. Upon the termination of this Agreement, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request therefore.

19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.

19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Agreement, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Agreement. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.

19.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Agreement, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified in Subparagraphs 19.1.1 to 19.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Agreement.

20. BREACH SANCTIONS

20.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Agreement shall be a material breach of this Agreement. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

- 20.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or
- 20.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or
- 20.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.
- 20.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$2,726,408, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 \$882,455 for July 1, 2021 through June 30, 2022;

21.1.2 \$908,665 for July 1, 2022 through June 30, 2023; and

21.1.3 \$935,288 for July 1, 2023 through June 30, 2024.

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by CONTRACTOR for June 2022, June 2023, and June 2024, during the month of such anticipated expenditure.

21.3 Claims

21.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 21.3.4. In the event the twentieth (20th) calendar

day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 25 of this Agreement.

21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

21.3.4 Year-End and Final Claims

21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Agreement; limited,

however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Agreement, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. OUTSTANDING DEBT

CONTRACTOR shall have no outstanding debt with COUNTY, or shall be in the process of resolving outstanding debt to ADMINISTRATOR's satisfaction, prior to entering into and during the term of this Agreement.

24. FINAL REPORT

CONTRACTOR shall complete and submit to ADMINISTRATOR a final report within sixty (60) days after the termination of this Agreement, which shall summarize the activities and services provided by CONTRACTOR during the term of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

25. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later.

25.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

25.2 Client Records

25.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2.

25.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY shall give written notice to CONTRACTOR specifying the deficiencies, and CONTRACTOR shall have a period of thirty (30) days

thereafter to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies within the foregoing thirty (30)-day period, COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

25.3 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

25.4 Inspections and Audits

25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of CONTRACTOR which any of them may determine to be pertinent to this Agreement. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this Agreement and the premises in which it is being performed.

25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

25.4.3 In the event CONTRACTOR does not make available its books and financial records within the borders of Orange County, CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and records.

25.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government or any agency thereof resulting from any disallowances or other audit exceptions to the extent that such

liability is attributable to CONTRACTOR's failure to perform under this Agreement.

26. PERSONNEL DISCLOSURE

- 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 12 of Exhibit A (hereinafter referred to as "Personnel").
- 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.2.1 Names of all Personnel by title, whose direct services are required to provide the programs described herein;
- 26.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;
- 26.2.3 The professional degree, if applicable, and experience required for each position; and
- 26.2.4 The language skill, if applicable, for all Personnel.
- 26.3 Where authorized by law, and in a manner consistent with CGC section 12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this Agreement.
- 26.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this Agreement: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 26.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Agreement. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Agreement.

- 26.6 CONTRACTOR shall ensure that clearances and background checks described in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Agreement.
- 26.7 In the event a record is revealed through the processes described in Subparagraphs 26.4 and 26.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.
- 26.8 CONTRACTOR attests that all Personnel assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Agreement, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 26.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Agreement, when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Agreement and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 20 above.
- 26.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in

CONTRACTOR's Personnel.

26.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel from the performance of services under this Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace said Personnel.

26.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Agreement.

26.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR attests that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC section 1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Agreement but only in proportion to, and to the extent that, such claim, demand, or liability was caused by the acts or omissions of CONTRACTOR, its officers, agents, or employees.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal

Code section 11165.9 and dependent adult or elder abuse as defined in section 15610.07 of the WIC to one of the agencies specified in WIC section 15630. CONTRACTOR shall require such employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign a statement acknowledging the child abuse reporting requirements set forth in sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CONTRACTOR shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

30. CONFIDENTIALITY

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC sections 362.5, 827, and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.

30.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR and CONTRACTOR's employees, agents, subcontractors, and all other individuals performing services under this Agreement. CONTRACTOR shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Agreement.

30.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Agreement of this provision and

that any person violating the provisions of said California state law may be guilty of a crime.

30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

30.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

30.5.1 No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.

30.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's social worker.

31. SECURITY

31.1 Security Requirements

31.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents and attests that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

31.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that

prevents unauthorized access.

- 31.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of contract services.
- 31.1.1.3 Control to prevent unauthorized access and to prevent CONTRACTOR employees from providing COUNTY data to unauthorized individuals.
- 31.1.1.4 Firewall protection.
- 31.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from CONTRACTOR networks to external networks, when applicable.
- 31.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. CONTRACTOR further represents and attests that it has implemented and will maintain during the term of this Agreement administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

31.2 Security Breach Notification

31.2.1 CONTRACTOR shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such notification, CONTRACTOR shall, at its own expense, immediately:

- 31.2.1.1 Investigate to determine the nature and extent of the Security

Breach.

31.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

31.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will take to prevent future similar unauthorized use or disclosure.

31.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally required actions.

32. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and COUNTY will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Agreement, including those covered by copyright.

33. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A

waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

34. SERVICES DURING EMERGENCY AND/OR DISASTER

34.1 CONTRACTOR acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Agreement, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of COUNTY residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

34.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose,

including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

35.2 CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

35.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;

35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

35.2.3.1 Any commercial product or service; and

35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

35.2.4 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

36. REPORTS

36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

36.2 CONTRACTOR shall maintain records and submit reports containing such data and information regarding the performance of CONTRACTOR's services, costs,

or other data relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.

37. ENERGY EFFICIENCY STANDARDS

As applicable, CONTRACTOR shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

38. ENVIRONMENTAL PROTECTION STANDARDS

CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC section 7401 et seq.], the Clean Water Act (Title 33 USC section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as “EPA,” regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

38.2 It will notify COUNTY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and

38.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

39.1 CONTRACTOR shall be in compliance with section 319 of Public Law 101-121 pursuant to section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and CONTRACTOR must certify compliance utilizing a form provided by ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4

39.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

39.1.1.1 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.

- 39.1.1.2 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 Agreement, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 39.1.1.3 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 subrecipients shall certify and disclose accordingly.
- 39.1.1.4 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 section 1352, Title 31 U.S. Code. 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.

40. POLITICAL ACTIVITY

CONTRACTOR agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

41. TERMINATION PROVISIONS

41.1 Either party may terminate this Agreement without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of a party, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance under this Agreement that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

41.2 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement ("Transition Period"), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

41.3 In the event of termination of this Agreement, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this Agreement.

41.4 The obligations of COUNTY under this Agreement are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of

CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum funding obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision; provided, however, that CONTRACTOR may terminate this Agreement upon written notice to COUNTY if COUNTY determines to reduce the COUNTY's maximum obligation or modify this Agreement.

41.5 If any term, covenant, condition, or provision of this Agreement or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

42. GOVERNING LAW AND VENUE

This Agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

43. THE REGENTS

COUNTY acknowledges that the Regents of the University of California ("The Regents") has entered into this Agreement solely on behalf of and with respect to the University of California, Irvine School of Medicine, and not on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents,

including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Agreement:

- (a) All obligations of The Regents under this Agreement shall be limited to The Regents as when acting solely on behalf of or with respect to the University of California, Irvine School of Medicine, and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates;
- (b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute and affiliate of The Regents or the University of California, Irvine School of Medicine for any purpose under this Agreement; and
- (c) The University of California, Irvine School of Medicine, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

44. SIGNATURE IN COUNTERPARTS

- 44.1 The parties agree that separate copies of this Agreement may be signed by each of the parties, and this Agreement will have the same force and effect as if the original had been signed by all the parties.
- 44.2 CONTRACTOR represents and attests that the person executing this Agreement on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

WHEREFORE, the parties hereto have executed this Agreement in the County of Orange, California.

By: 

CHAD LEFTERIS
CHIEF EXECUTIVE OFFICER
UC IRVINE HEALTH,
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, AS DESCRIBED IN
ARTICLE IX, SECTION 9, OF THE
CALIFORNIA CONSTITUTION
ON BEHALF OF UNIVERSITY OF
IRVINE, SCHOOL OF MEDICINE
DEPARTMENT OF PEDIATRICS

By: _____

CHAIRMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 4/26/21

Dated: _____

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

ROBIN STIELER
Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: 
DEPUTY

Dated: 04/27/21

EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
AS DESCRIBED IN ARTICLE IX, SECTION 9, OF THE CALIFORNIA CONSTITUTION,
ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE,
SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS
FOR THE PROVISION OF CHILD ABUSE MEDICAL SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide Child Abuse Medical Services to individuals with abuse or neglect issues. Individuals shall hereinafter be referred to as “PATIENTS.” PATIENTS include, but are not limited to, the following:
- 1.1.1 Children ages birth to eighteen (0-18) years, who have been referred by Social Services Agency (SSA) Children and Family Services (CFS), medical providers, law enforcement, or Juvenile Court; and
- 1.1.2 Developmentally delayed and/or disabled adults ages eighteen (18) years and older, who cannot be adequately served by adult programs due to their special needs and have been referred by law enforcement or Adult Protective Services (APS).

2. DEFINITIONS

- 2.1 Child Abuse Services Team (CAST): A multidisciplinary program established in 1989 that enables social services, law enforcement, deputy district attorneys, medical providers, and therapists to collaborate on child abuse investigations.
- 2.2 CAST Case Review Meeting: A meeting comprised of CAST partners, who meet a minimum of one (1) time per month to review CAST services cases received.
- 2.3 CAST Medical Services: The medical component of CAST which includes medical evaluations and forensic medical exams conducted when investigations

involve suspected child abuse or neglect and are intended specifically to support child sexual abuse evaluations.

- 2.4 CAST Policy Board Meeting: A meeting comprised of County of Orange Agency Directors and CAST representatives to address policy issues that impact upon the CAST program.
- 2.5 Child Protection Team Meeting: A meeting consisting of representatives from SSA, Pediatric Services, the District Attorney's Office, law enforcement agencies, behavioral health personnel, and community agencies to review and coordinate critical cases.
- 2.6 Orange County Child Death Review Team: A team established to provide a forum for multi-disciplinary review of child deaths reported to the Coroner with a focus on ensuring the quality of the multi-agency response to child deaths through increased communication, collaboration, and education.
- 2.7 Suspected Child Abuse and Neglect Team: A multidisciplinary team that works to identify and educate community partners on best practices for child abuse assessment, diagnosis, and referral.
- 2.8 Consultation Services: Consultation and medical evaluation services provided primarily telephonically to SSA's social workers and CAST. These services may also be provided in person or via email.
- 2.9 Working to End Child Abuse and Neglect (WE CAN) Coalition: A collaboration of more than one hundred (100) programs and departments, both public and private, that work together to collectively address the intersecting needs of children, families, and communities touched by child abuse and/or neglect.

3. HOURS OF OPERATION

- 3.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide the following positions and hours per week, as prioritized and directed by ADMINISTRATOR:

3.1.1 CAST Medical Services

- 3.1.1.1 Nurse Practitioner, Licensed Vocational Nurse (LVN), and Office Manager shall each provide services at CAST Medical

Facility an average of forty (40) hours per week; and

3.1.1.2 Physician #I shall provide administrative oversight and medical services an average of twelve (12) hours per week.

3.1.2 Consultation Services

3.1.2.1 Physician #II shall provide services an average of twenty (20) hours per week, Monday through Friday afternoons, with a maximum of one thousand forty (1,040) annual hours during the term of this agreement.

3.1.2.2 Physician #II shall provide on-call consultation services an average of ten (10) hours per week, Monday through Friday, Saturdays, and Sundays, including evening hours, with a maximum of five hundred twenty (520) annual hours during the term of this agreement. CONTRACTOR will make monthly schedule and deliver to ADMINISTRATOR for approval.

4. CAST MEDICAL SERVICES

4.1 Medical Evaluations

CONTRACTOR shall:

- 4.1.1 Coordinate all medical encounters and examinations required at the CAST Medical Facility (onsite or offsite).
- 4.1.2 Perform onsite abuse or neglect medical, forensic, and as appropriate, follow-up examinations.
- 4.1.3 Provide physician oversight, supervision, and training of medical staff.
- 4.1.4 Document services and activities in a manner that allows information to be effectively and accurately retrieved and presented to the Courts, CAST collaborators, or the community.
- 4.1.5 Ensure medical records produced by CAST Medical Facility of child abuse and neglect cases are made available to ADMINISTRATOR, as needed.
- 4.1.6 Ensure a secure chain-of-custody for case records and potential evidence.
- 4.1.7 Provide expert testimony in criminal and juvenile court proceedings.
- 4.1.8 Be responsible for the Medical Evaluation services component at the CAST Medical Facility.

4.1.9 Participate in peer review activities, CAST Policy Board, and operational meetings.

4.2 Consultations

4.2.1 Provide Consultations services to SSA, District Attorney's Office, Sheriff-Coroner, law enforcement agencies, and County Counsel on reported abuse or neglect cases. Services may include, but are not limited to, the following:

4.2.1.1 Review of medical records and/or photographs;

4.2.1.2 Evaluation of diagnostic tests;

4.2.1.3 Conferring with social workers, caregivers, CAST, and/or other medical child protective team professionals (e.g., District Attorney's Office staff, law enforcement agency staff, etc.);

4.2.1.4 Recommending follow up; and

4.2.1.5 Rendering medical opinion.

4.2.2 Provide consultations to medical staff in support of the accurate diagnosis of abuse or neglect including, but not limited to, discussion of cases with collateral personnel (i.e., anyone involved in the case in a professional capacity including social worker and witness) and review of PATIENTS' medical records.

4.2.3 Participate in pre- and post-interview debriefings with interview observers comprised of law enforcement, medical providers, SSA staff, deputy district attorneys, volunteer advocates, and mental health providers.

4.2.4 Refer PATIENTS to services such as therapy, dental, subspecialties, and/or other programs or providers deemed necessary.

4.3 Trainings

4.3.1 Provide trainings and presentations on the risks and signs of abuse or neglect to various groups including, but not limited to, the following:

4.3.1.1 Healthcare workers, including Public Health Nurses (PHN), first responders, and the general medical community;

4.3.1.2 Medical students and residents;

4.3.1.3 CAST participants such as law enforcement officers, social workers, volunteer advocates, deputy district attorneys, victim-

witness staff, and therapists;

4.3.1.4 Mandated reporters, civic organizations, and the general public;
and

4.3.1.5 Educational institutions, colleges, universities; and at
workshops, and conferences.

4.4 Medical Billing

4.4.1 Invoice law enforcement agencies (e.g., police departments) for forensic sexual exams authorized by said law enforcement agencies and invoice other entities (e.g., health insurance) for non-forensic services, when applicable. CONTRACTOR shall seek reimbursements from applicable alternative resources for all reimbursable services prior to invoicing ADMINISTRATOR.

5. CONSULTATION SERVICES

5.1 Consultations

CONTRACTOR shall:

5.1.1 Provide, Consultations to SSA, Health Care Agency (HCA), District Attorney's Office, Sheriff-Coroner, law enforcement agencies, and County Counsel on reported child abuse cases. In addition to providing services by telephone, services shall also be provided in-person or by email and may include, but not be limited to, the following:

5.1.1.1 Review of medical records and/or photographs;

5.1.1.2 Evaluation of diagnostic tests;

5.1.1.3 Conferring with social workers, caregivers, CAST, and/or other CFS staff regarding child abuse and neglect;

5.1.1.4 Recommending follow up action; and

5.1.1.5 Rendering medical opinion.

5.1.2 Provide consultations to physicians and other medical providers to support the accurate diagnosis of child abuse and neglect. Services may include, but are not limited to, discussing cases with collateral personnel (e.g., District Attorney's Office staff, law enforcement agency staff, etc.) and reviewing medical records at the CAST Medical Facility or other mutually

agreed upon medical facilities.

5.1.3 Provide expert testimony which may include, but is not limited to, testifying in criminal and juvenile court proceedings as mandated by subpoena.

5.1.4 Provide on-call consultations up to ten (10) hours per week, Monday through Friday, Saturdays, and Sundays, including evening hours. CONTRACTOR will create monthly schedule and submit to ADMINISTRATOR for approval. If services are required, CONTRACTOR shall respond within forty-eight (48) hours.

5.2 Clinical and Forensic Services

5.2.1 Conduct clinical activities at CAST Medical Facility and other mutually agreed upon facilities, as needed or as requested by ADMINISTRATOR.

5.2.2 Provide forensic sexual assault and/or physical abuse or neglect medical examinations, and as appropriate, follow-up examinations.

5.2.3 Document services and activities in a manner that allows information to be effectively and accurately presented in court, to collaborators, or to the community.

5.2.4 Provide physician oversight, supervision, and training of medical staff.

5.2.5 Ensure CAST medical records of child maltreatment cases are made available, as needed or, as requested by ADMINISTRATOR.

5.3 Trainings

5.3.1 Provide trainings and presentations on the risks and signs of abuse or neglect to groups including, but not limited to, the following:

5.3.1.1 Social workers, CAST participants such as law enforcement officers, volunteer advocates, deputy district attorneys, victim witness; and therapists; and

5.3.1.2 Healthcare workers, including medical students and residents, PHNs, first responders, and the medical community.

6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

In addition to providing the services described in Paragraphs 4 and 5 of this Exhibit A, CONTRACTOR shall:

6.1 Participate in, and support the establishment of, a group to guide expansion and

enhancement efforts and related services that may include, but are not limited to, development of protocols, peer review processes, child protection team meeting structures, training, and educational material.

- 6.2 Participate in child protection team meetings to review and coordinate critical cases.
- 6.3 Participate in countywide child abuse prevention efforts, including the Suspected Child Abuse and Neglect Teams, Orange County Child Death Review Team, and Working to End Child Abuse and Neglect Coalition.
- 6.4 Participate in CAST Case Review Meetings and monthly staff meetings.
- 6.5 Participate in CAST Policy Board Meetings, to address policy issues that impact the CAST Program.
- 6.6 Notify ADMINISTRATOR, in writing, within seventy-two (72) hours, if CONTRACTOR'S physician position becomes vacant for any reason.
- 6.7 Deliver culturally responsive and linguistically appropriate services to meet the primary language needs of PATIENTS.

7. FACILITIES

- 7.1 Services under this Agreement shall be provided at:
CAST Medical Facility/Orangewood Children and Family Center
401 The City Drive South
Orange, CA 92868
- 7.2 Services may also be provided at other locations, as necessary and/or as mutually agreed upon between ADMINISTRATOR and CONTRACTOR. Other locations may include, but are not limited to, University of California, Irvine, Medical Center, Children's Hospital of Orange County, or other affiliated hospitals.
- 7.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum obligation.

8. REPORTS

CONTRACTOR shall prepare and submit to ADMINISTRATOR, by the tenth (10th) calendar day of each month and in a format approved by ADMINISTRATOR and

CONTRACTOR, complete and accurate statistical reports for the prior month of service that include, but are not limited to, the following:

8.1 CAST Medical Services Monthly Activity Report

- 8.1.1 Total number of PATIENTS served;
- 8.1.2 Data on PATIENTS served (e.g., age and sex);
- 8.1.3 Type of encounter or exam (e.g., acute, follow-up exam, follow-up labs, physical abuse exam, etc.);
- 8.1.4 Date exam is offered and date exam is performed; and
- 8.1.5 Reason for not performing an exam (e.g., no disclosure was provided, PATIENT was a no-show, etc.).

8.2 Consultation Services Monthly Activity Report

- 8.2.1 Total number of consultations provided;
- 8.2.2 Data on subject of consulted case (e.g., child's age, sex, type of abuse, etc.);
- 8.2.3 Type of consultation (e.g., telephone, in-person, or review of medical records, etc.);
- 8.2.4 Turnaround timeframe of consultation (e.g. consultation was provided within forty-eight [48] hours of request);
- 8.2.5 Total number of consultations provided to social worker(s) in which CONTRACTOR could not finalize and referred out;
- 8.2.6 Total number of on-call hours provided per week; and
- 8.2.7 Total number of training(s) provided to healthcare workers, including Public Health Nurses (PHN), first responders, social workers, and/or SSA staff, CAST participants such as law enforcement officers, volunteer advocates, deputy district attorneys, victim witness staff and therapists.

8.3 CONTRACTOR shall provide additional reports as mutually agreed upon between CONTRACTOR and ADMINISTRATOR, regarding services and activities performed hereunder. ADMINISTRATOR shall be specific as to the nature of information requested and allow thirty (30) calendar days for CONTRACTOR to respond.

8.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add, delete, waive, or otherwise modify reporting requirements, as stated in this

Paragraph.

9. QUALITY ASSURANCE

- 9.1 CONTRACTOR shall support the ADMINISTRATOR's Medical Director in collaborative work with community providers to develop standards of care and protocols for key medical settings in the County.
- 9.2 CONTRACTOR shall meet with ADMINISTRATOR, at a minimum of semi-annually, to review outcome objectives and services being provided, and to receive feedback from ADMINISTRATOR on CONTRACTOR's performance in accordance with services provided under this Agreement.
- 9.3 CONTRACTOR shall engage in evaluation activities of the services provided to enhance the programs, as determined by ADMINISTRATOR.

10. OUTCOMES

- 10.1 CONTRACTOR shall meet the following outcome objectives for the term of this Agreement:
- 10.1.1 Provide CAST Medical Services to PATIENTS in a timely manner as measured in 10.1.2.
- 10.1.2 To the extent permitted under applicable privacy laws, collect and submit to ADMINISTRATOR monthly data with respect to its services at the CAST Medical Facility, including, but not limited to, the number of PATIENTS served, age and gender of PATIENTS, type of exam performed, when exam is offered and when exam is performed, and reason(s) exam was not performed.
- 10.1.3 Provide an average minimum of twenty (20) hours of Consultation Services per week.
- 10.1.4 Provide a minimum of two (2) Consultation Services trainings per year on child abuse and neglect issues to nurses, social workers, and/or other SSA staff.
- 10.1.5 Ensure Physician #II responds to consultation requests within forty-eight (48) hours, a minimum of eighty-five percent (85%) of the time.

11. BUDGET

- 11.1 The budget for services provided pursuant to Exhibit A of this Agreement is set

forth as follows:

BUDGET FOR THE TERM OF JULY 1, 2021 THROUGH JUNE 30, 2022

LINE ITEMS

CAST MEDICAL SERVICES

STAFFING	Position Type ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	FTEs ⁽³⁾	Annual Budget
Office Manager	D	\$ 24.05	1.00	
Nurse Practitioner	D	65.03	1.00	
LVN	D	27.37	1.00	
Medical Physician I	D	135.00	0.30	
SUBTOTAL CAST MEDICAL SERVICES SALARIES				\$ 326,456
Employee Benefits ⁽⁴⁾ (48%)				\$ <u>156,699</u>
TOTAL CAST MEDICAL SERVICES SALARIES AND BENEFITS				\$ 483,155
SERVICES AND EXPENSES ⁽⁵⁾				\$ 83,208
Expert Witness Testimony ⁽⁶⁾				\$ <u>3,000</u>
TOTAL CAST MEDICAL SERVICES				\$ 569,363

CONSULTATION SERVICES

Medical Physician II	D	\$135.00	0.50	
SUBTOTAL CONSULTATION SERVICES SALARIES				\$ 140,400
Employee Benefits ⁽⁴⁾ (48%)				\$ <u>67,392</u>
TOTAL CONSULTATION SERVICES SALARIES AND BENEFITS				\$ 207,792
On-Call Services ⁽⁷⁾	<u>D</u>	<u>\$202.50</u>	<u>0.25</u>	\$ <u>105,300</u>
TOTAL CONSULTATION SERVICES				\$ 313,092
MAXIMUM FUNDING OBLIGATION				
FOR YEAR 1 (July 1, 2021 – June 30, 2022)				\$ 882,455

BUDGET FOR THE TERM OF JULY 1, 2022 THROUGH JUNE 30, 2023

LINE ITEMS

CAST MEDICAL SERVICES

STAFFING	Position Type ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	FTEs ⁽³⁾	Annual Budget
Office Manager	D	\$ 24.77	1.00	
Nurse Practitioner	D	66.98	1.00	
LVN	D	28.19	1.00	
Medical Physician I	D	139.00	0.30	
SUBTOTAL CAST MEDICAL SERVICES SALARIES				\$ 336,211
Employee Benefits ⁽⁴⁾ (48%)				<u>\$ 161,381</u>
TOTAL CAST MEDICAL SERVICES SALARIES AND BENEFITS				\$ 497,592
SERVICES AND EXPENSES ⁽⁵⁾				\$ 85,704
Expert Witness Testimony ⁽⁶⁾				<u>\$ 3,000</u>
TOTAL CAST MEDICAL SERVICES				\$ 586,296
<u>CONSULTATION SERVICES</u>				
Medical Physician II	D	\$139.00	0.50	
SUBTOTAL CONSULTATION SERVICES SALARIES				\$ 144,560
Employee Benefits ⁽⁴⁾ (48%)				<u>\$ 69,389</u>
TOTAL CONSULTATION SERVICES SALARIES AND BENEFITS				\$ 213,949
On-Call Services ⁽⁷⁾	<u>D</u>	<u>\$208.50</u>	<u>0.25</u>	<u>\$ 108,420</u>
TOTAL CONSULTATION SERVICES				\$ 322,369
MAXIMUM FUNDING OBLIGATION				
FOR YEAR 2 (July 1, 2022 – June 30, 2023)				\$ 908,665

BUDGET FOR THE TERM OF JULY 1, 2023 THROUGH JUNE 30, 2024**LINE ITEMS****CAST MEDICAL SERVICES**

STAFFING	Position Type ⁽¹⁾	Maximum Hourly Rate ⁽²⁾	FTEs ⁽³⁾	Annual Budget
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Office Manager	D	\$ 25.51	1.00	
Nurse Practitioner	D	68.99	1.00	
LVN	D	29.04	1.00	
Medical Physician I	D	143.00	0.30	
SUBTOTAL CAST MEDICAL SERVICES SALARIES				\$ 346,194
Employee Benefits ⁽⁴⁾ (48%)				<u>\$ 166,173</u>
TOTAL CAST MEDICAL SERVICES SALARIES AND BENEFITS				\$ 512,367
SERVICES AND EXPENSES ⁽⁵⁾				\$ 88,275
Expert Witness Testimony ⁽⁶⁾				<u>\$ 3,000</u>
TOTAL CAST MEDICAL SERVICES				\$ 603,642
<u>CONSULTATION SERVICES</u>				
Medical Physician II	D	\$143.00	0.50	
SUBTOTAL CONSULTATION SERVICES SALARIES				\$ 148,720
Employee Benefits ⁽⁴⁾ (48%)				<u>\$ 71,386</u>
TOTAL CONSULTATION SERVICES SALARIES AND BENEFITS				\$ 220,106
On-Call Services ⁽⁷⁾	<u>D</u>	<u>\$214.50</u>	<u>0.25</u>	<u>\$ 111,540</u>
TOTAL CONSULTATION SERVICES				\$ 331,646
MAXIMUM FUNDING OBLIGATION				
FOR YEAR 3 (July 1, 2023 – June 30, 2024)				\$ 935,288
TOTAL MAXIMUM COUNTY OBLIGATION				
(July 1, 2021 – June 30, 2024)				\$2,726,408

- (1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

- (2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.
 - (3) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.
 - (4) Employee Benefits include old age, survivor and disability insurance; Medicare; health insurance; dental insurance; vision insurance; Annuitant Health; Office of the President Benefit Admin Assessment; UCI Paid Life Insurance; non-industrial disability benefit; Employee Support Program; Employee Practice Liability; Federal Unemployment Tax, State Unemployment Tax and Workers' Compensation Tax, based on the currently prevailing rates; vacation accrual limited to the amount of vacation time earned during the period of employment during the term of this Agreement. The overall benefit rate shall not exceed forty-eight percent (48%) of the actual salary expense claimed.
 - (5) Services include supplies/equipment, malpractice insurance, and university overhead.
 - (6) Expert Witness Testimony services includes Expert Witness Sexual Abuse (Criminal Court), Expert Witness Physical Abuse (Criminal Court), and Expert Witness (Dependency Court).
 - (7) If services occur during an on-call period referenced in Subparagraph 5.1.4, CONTRACTOR shall be paid the rate of time and a half regular pay for each hour in which services are rendered. Services lasting less than one (1) hour shall be prorated in thirty (30)-minute increments. When no service is provided during an on-call period, CONTRACTOR shall be compensated at a rate of one-fourth regular pay per hour for each hour of on-call service.
- 11.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Agreement unless authorized in writing by ADMINISTRATOR. Such

authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.

11.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 41.4 of this Agreement, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 21.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Exhibit. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

11.4 In the event one of the annual budgets shown in Subparagraph 11.1 of this Exhibit is modified, the modification shall remain in effect until the end of the specific fiscal period. For example, if the annual budget for the term of July 1, 2021 through June 30, 2022 is modified, the modification will be effective until June 30, 2022. Beginning July 1, 2022, the budget will revert to the budget included in Subparagraph 11.1 of this Exhibit until it is modified, if applicable. Budget modifications must be approved in writing by ADMINISTRATOR.

12. STAFF

CONTRACTOR shall provide the following described staff positions:

12.1 Physician #1

Duties

12.1.1 Perform forensic abuse or neglect medical examinations at the CAST Medical Facility.

12.1.2 Provide consultations to ADMINISTRATOR or its designees, law enforcement, County Counsel, District Attorney's Office, and Sheriff-Coroner staff on reported abuse or neglect cases. Consultations may include, but are not limited to, review of medical records and photographs; evaluation of diagnostic tests; discussion of information with assigned

social workers, medical providers and caregivers; conferences with CAST Team members or other medical child protective team staff; recommendations for further action; and medical opinions. Action may include having the child seen by medical providers at the CAST Medical Facility.

- 12.1.3 Provide consultation to the Nurse Practitioner to support the accurate diagnosis of abuse or neglect.
- 12.1.4 Provide consultation to legal team involved in criminal and juvenile court proceedings.
- 12.1.5 Provide expert testimony which may include, but is not limited to, testimony in criminal and juvenile court proceedings as mandated by subpoena.
- 12.1.6 Educate and train residents, medical students, and/or students of nurse or nurse practitioner programs at the CAST Medical Facility and/or agreed upon location.
- 12.1.7 Educate social workers, nurses, and/or other SSA staff at the discretion of the ADMINISTRATOR.

Qualifications

- 12.1.8 Board certified/eligible Child Abuse Pediatrician, in good standing.
- 12.1.9 Experience in providing expert witness court testimony on child and dependent adult abuse cases is preferred.
- 12.1.10 Experience working in a collaborative, multi-disciplinary setting.
- 12.1.11 Teaching experience with medical residents, the community, etc. is preferred.
- 12.1.12 Knowledge of the systems involved in child and dependent adult protection and prosecution.
- 12.1.13 Effective oral, written, and interpersonal communication skills in English is required and bilingual in a language that meets the community need is preferred.

12.2 Physician #II

Duties

- 12.2.1 Collaborate directly with CONTRACTOR's designated representative approved by ADMINISTRATOR.
- 12.2.2 Perform forensic sexual assault and/or physical abuse medical examinations.
- 12.2.3 Provide consultation to SSA, HCA, District Attorney's Office, Sheriff-Coroner staff, law enforcement, and County Counsel on reported child and dependent adult abuse cases.
- 12.2.4 Review medical records, photographs, and diagnostic tests to determine if abuse or neglect has occurred.
- 12.2.5 Provide consultation to physicians to support the accurate diagnosis of abuse and neglect.
- 12.2.6 Provide expert testimony, which may include, but is not limited to, testimony in criminal and juvenile court proceedings as mandated by subpoena.
- 12.2.7 Educate and train medical residents and medical students, and/or students of nurse or nurse practitioner programs at the CAST Medical Facility and/or agreed upon location(s).
- 12.2.8 Educate social workers, nurses, and/or SSA staff on abuse and neglect.

Qualifications

- 12.2.9 Board certified Pediatrician, board certified child abuse and neglect Pediatrician is preferred.
- 12.2.10 Minimum of one (1) year of experience examining and evaluating neglected, sexually, and physically abused PATIENTS in both hospital and outpatient settings.
- 12.2.11 Experience providing expert witness court testimony on child and dependent adult abuse cases.
- 12.2.12 Experience working in a collaborative, multi-disciplinary setting.
- 12.2.13 Experience teaching medical residents, the community, and other stakeholders on abuse and neglect.
- 12.2.14 Knowledge of the systems involved in child and dependent adult protection and prosecution.

12.2.15 Effective oral, written, and interpersonal communication skills.

12.3 Nurse Practitioner

Duties

12.3.1 Perform forensic sexual assault and other abuse and neglect medical examinations at the CAST Medical Facility.

12.3.2 Oversee medical staff and daily operation of the medical unit.

12.3.3 Provide consultation to ADMINISTRATOR or its designees, law enforcement, County Counsel, District Attorney, and Sheriff-Coroner staff on reported abuse or neglect cases, which may include, but is not limited to review of medical records and photographs; evaluation of diagnostic tests; discussion of information with assigned social workers, other medical providers and caregivers; conferences with CAST Team members or other medical child protective team staff; recommendations for further action; and medical opinions.

12.3.4 Provide consultation to legal team involved in criminal and juvenile court proceedings.

12.3.5 Provide expert testimony which may include, but is not limited to, testimony in criminal and juvenile court proceedings as mandated by subpoena.

Qualifications

12.3.6 Certified in Family Medicine or Pediatrics, in good standing.

12.3.7 Minimum one (1) year of experience examining children.

12.3.8 Attention to detail when completing written and photographic documentation.

12.3.9 Effective oral, written, and interpersonal communication skills with PATIENTS, their families/caregivers, and other team members.

12.3.10 Experience working in a collaborative, multi-disciplinary setting.

12.3.11 Knowledge of the systems involved in child protection and prosecution is preferred.

12.3.12 Ability to testify in legal proceedings.

12.3.13 Effective oral, written, and interpersonal communication skills in English

is required and bilingual in a language that meets the community need is preferred.

12.4 Licensed Vocational Nurse

Duties

12.4.1 Assist the Nurse Practitioner or Physician with PATIENTS.

12.4.2 Assist with specimen collection, packaging, and paperwork.

12.4.3 Track and order necessary supplies and inventory.

12.4.4 Assist Office Manager as needed.

12.4.5 Maintain professional licensure in good standing.

12.4.6 Other duties as determined by CONTRACTOR.

Qualifications

12.4.7 Graduate of an accredited school for licensed vocational nursing.

12.4.8 Current licensure in the State of California, in good standing.

12.4.9 Knowledge of Pediatrics or Family Medicine nursing.

12.4.10 Experience working in the field of child and dependent adult abuse and neglect.

12.4.11 Effective oral, written, and interpersonal communication skills in English is required and bilingual in a language that meets the community need is preferred.

12.4.12 Organized, motivated, and able to work independently.

12.4.13 Demonstrate customer service skills when interacting with PATIENTS, collaborators, and the community.

12.5 Office Manager

Duties

12.5.1 Perform administrative support such as answering phones, setting up and coordinating meetings and conferences, and preparing statistical reports as required by collaborator agencies.

12.5.2 Coordinate appointment scheduling of PATIENTS and register PATIENTS into the Electronic Medical Records system.

12.5.3 Maintain database and records.

12.5.4 Order office supplies.

- 12.5.5 Schedule ancillary services such as laundry, shredding, and hazardous waste disposal.
- 12.5.6 Coordinate training/education schedule and assist with medical student education schedules.
- 12.5.7 Perform medical billing of law enforcement agencies and PATIENT insurances for Clinical and Forensic Services, when applicable.
- 12.5.8 Process subpoenas and coordinate expert witness testimony scheduling.
- 12.5.9 Prepare documents required by subpoena.
- 12.5.10 Assist the medical team with community outreach and research projects, and any other duties assigned by the CONTRACTOR.

Qualifications

- 12.5.11 Bachelor's degree in business administration or allied field, or an equivalent combination of four-years of education and experience.
- 12.5.12 Experience working in a medical setting is preferred.
- 12.5.13 Experience working in a collaborative multidisciplinary team is preferred.
- 12.5.14 Effective oral, written and interpersonal communication skills with PATIENTS, families/caregivers, and other team members.
- 12.5.15 Establish and maintain effective working relationships with all levels of staff, PATIENTS, and the community.
- 12.5.16 Experience in medical billing and collection practices.
- 12.5.17 Experience working in the field of child and dependent adult abuse and neglect.
- 12.5.18 Maintain confidentiality and interact with tact and diplomacy on sensitive issues.
- 12.5.19 Experience coordinating outreach and educational events.
- 12.5.20 Effective oral, written, and interpersonal communication skills in English is required and bilingual in a language that meets the community need is preferred.