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1 1. TERM

2 The term of this Agreement shall commence on July 1, 2019, and terminate on June 30,
3 2021, unless earlier terminated pursuant to the provisions of Paragraph 38 of this Agreement;
4 however, provisions of this Agreement regarding indemnification, audits, reporting and
5 accounting, and other provisions which by their terms reasonably include performance after the
6 termination of this Agreement shall survive such termination of this Agreement.

7 2. ALTERATION OF TERMS

8 2.1 This Agreement, including any Exhibit(s) attached hereto and incorporated by
9 reference, fully expresses all understandings of the parties and is the total Agreement between the
10 parties as to the subject matter of this Agreement. No addition to, or alteration of, the terms of this
11 Agreement, whether written or verbal, are valid or binding unless made in the form of a written
12 amendment to this Agreement which is formally approved and executed by both parties.

13 2.2 The various headings, numbers, and organization herein are for the purpose of
14 convenience only and shall not limit or otherwise affect the Agreement.

15 3. STATUS OF CONTRACTOR

16 3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent
17 contractor, and shall be wholly responsible for the manner in which it performs the services
18 required of it by the terms of this Agreement. Nothing herein contained shall be construed as
19 creating the relationship of employer and employee, or principal and agent, between COUNTY
20 and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes
21 exclusively the responsibility for the acts of its employees or agents as they relate to services to be
22 provided during the course and scope of their employment.

23 3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or
24 privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY
25 employees.

26 4. DESCRIPTION OF SERVICES

27 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and
28 supplies, as described in the Exhibit A to the Agreement between County of Orange and The

1 Regents of the University of California, for the Provision of Child Abuse Consultation and Medical
2 Evaluation Services, attached hereto and incorporated herein by reference. CONTRACTOR shall
3 operate continuously throughout the term of this Agreement with the number and type of staff
4 described and as required for provision of services hereunder.

5 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may agree
6 upon changes in staffing allocations to reflect current workload demands or service needs as long
7 as COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

8 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate
9 staff to attend an orientation session and subsequent training sessions given by COUNTY.

10 5. LICENSES AND STANDARDS

11 5.1 CONTRACTOR attests that it and its personnel, described in Paragraph 24 of this
12 Agreement, who are subject to individual registration and/or licensing requirements, have all
13 necessary licenses and permits required by the laws of the United States, State of California
14 (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental
15 agencies to perform the services described in this Agreement, and agrees to maintain, and require
16 its personnel to maintain, these licenses and permits in effect for the duration of this Agreement.
17 Further, CONTRACTOR attests that its employees shall conduct themselves in compliance with
18 such laws and licensure requirements, including, without limitation, compliance with laws
19 applicable to sexual harassment and ethical behavior. CONTRACTOR must notify
20 ADMINISTRATOR within seventy-two (72) hours of any change in license or permit status (e.g.,
21 becoming expired, inactive, etc.).

22 5.2 In the performance of this Agreement, CONTRACTOR shall comply with all
23 applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code
24 of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform
25 Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and
26 all applicable laws and regulations of the United States, State of California, County of Orange, and
27 County of Orange Social Services Agency, and all administrative regulations, rules, and policies
28 adopted thereunder, as each and all may now exist or be hereafter amended.

1 5.2.1 For federally funded Agreements in the amount of \$25,000 or more,
2 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from
3 federal financial assistance programs and/or activities.

4 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

5 6.1 Delegation and Assignment

6 6.1.1 In the performance of this Agreement, CONTRACTOR may neither
7 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior
8 written consent of COUNTY. Any attempted delegation or assignment without prior written
9 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of
10 CONTRACTOR, or any change in the corporate structure, the governing body, or the management
11 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of
12 benefits under the terms of this Agreement requiring COUNTY approval.

13 7. SUBCONTRACTS

14 7.1 CONTRACTOR shall not subcontract for services under this Agreement without
15 the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents in writing to a
16 subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of
17 CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be
18 provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any
19 provisions State or federal law may require.

20 8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

21 8.1 Form of Business Organization

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

25 8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship,
26 partnership, corporation, etc.

27 8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way
28 of ownership or otherwise, to any parent organization or individual.

1 8.1.3 A detailed statement indicating the relationship of CONTRACTOR to any
2 subsidiary business organization or to any individual who may be providing services, supplies,
3 material, or equipment to CONTRACTOR or in any manner does business with CONTRACTOR
4 under this Agreement.

5 8.2 Change in Form of Business Organization

6 If, during the term of this Agreement, the form of CONTRACTOR's business
7 organization changes, or the ownership of CONTRACTOR changes, or CONTRACTOR's
8 relationship to other businesses dealing with CONTRACTOR under this Agreement changes,
9 CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A
10 change in the form of business organization may, at COUNTY's sole discretion, be treated as an
11 attempted assignment of rights or delegation of duties of this Agreement.

12 8.3 Name Change

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

18 9. USE OF COUNTY PROPERTY

19 9.1 CONTRACTOR shall be co-located with COUNTY staff, at a COUNTY facility,
20 to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease
21 agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions
22 of said agreement upon ADMINISTRATOR'S presentation of said document to CONTRACTOR.
23 Failure to execute the lease agreement will result in a breach of this Agreement.

24 9.2 CONTRACTOR is responsible for any costs associated with Fair Employment and
25 Housing Act and Americans with Disabilities Act accommodations for its own employees at
26 COUNTY facilities. COUNTY may, in its sole discretion and on a case-by-case basis, provide for
27 such accommodations at no cost to CONTRACTOR.

28 10. NON-DISCRIMINATION

1 10.1 In the performance of this Agreement, CONTRACTOR agrees that it shall not
2 engage nor employ any unlawful discriminatory practices in the admission of clients, provision of
3 services or benefits, assignment of accommodations, treatment, evaluation, employment of
4 personnel, or in any other respect, on the basis of race, religious creed, color, national origin,
5 ancestry, physical disability, mental disability, medical condition, genetic information, marital
6 status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran
7 status, or any other protected group, in accordance with the requirements of all applicable federal
8 or State laws.

9 10.2 CONTRACTOR shall furnish any and all information requested by
10 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
11 books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph
12 10 et seq.

13 10.3 Non-Discrimination in Employment

14 10.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal
15 Employment Opportunity," as amended by Executive Order 11375, and as supplemented in
16 Department of Labor regulations (Title 41 CFR Part 60).

17 10.3.2 All solicitations or advertisements for employees placed by or on behalf of
18 CONTRACTOR shall state that all qualified applicants will receive consideration for employment
19 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
20 disability, medical condition, genetic information, marital status, sex, gender, gender identity,
21 gender expression, age, sexual orientation, military and veteran status, or any other protected
22 group, in accordance with the requirements of all applicable federal or State laws. Notices
23 describing the provisions of the equal opportunity clause shall be posted in a conspicuous place
24 for employees and job applicants.

25 10.3.3 CONTRACTOR shall refer any and all employees desirous of filing a
26 formal discrimination complaint to:

27 California Department of Fair Employment
28 2218 Kausen Drive, Suite 100

1 Elk Grove, CA 95758

2 Telephone: (800) 884-1684

3 (800) 700-2320 (TTY)

4 10.4 Non-Discrimination in Service Delivery

5 10.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights
6 Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age
7 Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in
8 particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as
9 amended; California Civil Code Section 51 et seq., as amended; California Government Code
10 (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
11 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the
12 Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the
13 Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State
14 laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title
15 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
16 Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter
17 amended. CONTRACTOR shall not implement any administrative methods or procedures which
18 would have a discriminatory effect or which would violate the California Department of Social
19 Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
20 are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other
21 legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any
22 other laws, or the issue may be referred to the appropriate federal agency for further compliance
23 action and enforcement of Subparagraph 10.4 et seq.

24 10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal
25 complaint any and all information as appropriate:

26 10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
27 (PUB 13)

28 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. 15-70

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

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

1 11.1 All notices, requests, claims, correspondence, reports, statements authorized or
2 required by this Agreement, and/or other communications shall be addressed as follows:

3 COUNTY: County of Orange Social Services Agency
4 Contracts and Procurement Services
5 500 N. State College Blvd, Suite 100
6 Orange, CA 92868

7 CONTRACTOR: UC Irvine Health
8 Director of Contracting
9 333 City Blvd. West., Suite 200
10 Orange, CA 92868

11 11.2 All notices shall be deemed effective when in writing and deposited in the United
12 States mail, first class, postage prepaid and addressed as above. Any communications, including
13 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this
14 Agreement addressed in any other fashion shall be deemed not given. A party may change its
15 address by notice as required under this Paragraph to the other party.

16 12. NOTICE OF DELAYS

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

21 13. INDEMNIFICATION

22 13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by
23 COUNTY (which approval shall not be unreasonably withheld), and hold U.S. Department of
24 Health and Human Services, the State, COUNTY, and their elected and appointed officials,
25 officers, employees, agents, and those special districts and agencies which COUNTY's Board of
26 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any
27 claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or
28 property damage arising from or related to the services, products, or other performance provided

1 by CONTRACTOR pursuant to this Agreement, but only in proportion to and to the extent that
2 such claims, demands, or liabilities result from the acts or omissions of CONTRACTOR or its
3 officers, employees, or agents. If judgment is entered against CONTRACTOR and COUNTY by
4 a court of competent jurisdiction because of the concurrent active negligence of COUNTY or
5 COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be
6 apportioned as determined by the court. Neither party shall request a jury apportionment.

7 13.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers,
8 employees, and agents (“CONTRACTOR INDEMNITEES”) harmless from any claims, demands,
9 or liability of any kind or nature, including but not limited to personal injury or property damage,
10 arising from or related to the services, products or other performance provided by COUNTY
11 pursuant to this Agreement, but only in proportion to and to the extent that such claims, demands,
12 or liabilities result from the acts or omissions of COUNTY or its officers, employees, or agents.
13 If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction
14 because of the concurrent active negligence of CONTRACTOR or CONTRACTOR
15 INDEMNITEES, COUNTY and CONTRACTOR agree that liability will be apportioned as
16 determined by the court. Neither party shall request a jury apportionment.

17 13.3 Neither termination of this Agreement nor completion of the acts to be performed
18 under this Agreement shall release any party from its obligation to indemnify as to claims or cause
19 of action asserted that arise from this Agreement.

20 14. INSURANCE

21 14.1 Prior to the provision of services under this Agreement, CONTRACTOR agrees to
22 purchase all required insurance or maintain a program of self-insurance at CONTRACTOR’s
23 expense, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been
24 complied with. CONTRACTOR agrees to keep such insurance coverage and Certificates of
25 Insurance on deposit with ADMINISTRATOR during the entire term of this Agreement. In
26 addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
27 Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for
28 CONTRACTOR.

1 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 2 CONTRACTOR pursuant to this Agreement shall maintain insurance subject to the same terms
 3 and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow
 4 subcontractors to work if subcontractors have less than the level of coverage required by COUNTY
 5 from CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to provide
 6 notice of the insurance requirements to every subcontractor and to receive proof of insurance prior
 7 to allowing any subcontractor to begin work. Such proof of insurance must be maintained by
 8 CONTRACTOR through the entirety of this Agreement for inspection by COUNTY
 9 representative(s) at any reasonable time.

10 14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of
 11 Insurance. If CONTRACTOR is self-insured, CONTRACTOR, in addition to, and without
 12 limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

13 14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against
 14 any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's,
 15 employee's performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole
 16 cost and expense with counsel approved by Board of Supervisors against same; and

17 14.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and
 18 irrespective of any duty to indemnify or hold harmless; and

19 14.3.3 The provisions of California Civil Code Section 2860 shall apply to any and
 20 all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions
 21 shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.

22 14.4 If CONTRACTOR fails to maintain insurance or a program of self-insurance
 23 acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this
 24 Agreement.

25 14.5 The policy or policies of insurance or program of self-insurance maintained by
 26 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

1		\$2,000,000 aggregate
2	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
3		
4	Workers' Compensation	Statutory
5		
6	Employer's Liability Insurance	\$1,000,000 per occurrence
7	Network Security & Privacy Liability	\$1,000,000 per claims made
8	Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
9		
10	Sexual Misconduct Liability	\$1,000,000 per occurrence

11 14.6 Required Coverage Forms

12 14.6.1 If CONTRACTOR is not self-insured for liability, Commercial General
13 Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a
14 substitute form providing liability coverage at least as broad.

15 14.7 Required Statement on the Certificate of Self-Insurance for Commercial General 16 Liability:

17 14.7.1 Naming the County of Orange, its elected and appointed officials, officers,
18 agents and employees, as an Indemnified Party.

19 14.7.2 CONTRACTOR's insurance is primary and any insurance or self-insurance
20 maintained by the County of Orange shall be excess and non-contributing.

21 14.7.3 The Network Security and Privacy Liability program of self-insurance shall
22 contain the following statements on the Certificate of Self-Insurance:

23 14.7.3.1 Naming the County of Orange, its elected and appointed
24 officials, officers, agents and employees as an Indemnified Party for vicarious liability.

25 14.7.3.2 The CONTRACTOR's program of self-insurance is primary and
26 any insurance or self-insurance maintained by the County of Orange shall be excess and non-
27 contributing.

28 14.7.4 The Workers' Compensation policy shall contain a waiver of subrogation

1 endorsement waiving all rights of subrogation against the County of Orange, its elected and
2 appointed officials, officers, agents and employees or provide blanket coverage, which will state
3 AS REQUIRED BY WRITTEN CONTRACT.

4 14.8 All insurance policies required by this Agreement shall waive all rights of
5 subrogation against the County of Orange, its elected and appointed officials, officers, agents and
6 employees when acting within the scope of their appointment or employment.

7 14.9 CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any
8 policy cancellation and ten (10) days for non-payment of premium and provide a copy of the
9 cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute
10 a material breach of the contract, upon which the COUNTY may suspend or terminate this
11 Agreement.

12 14.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy
13 Liability policies are "claims made" policies, CONTRACTOR shall agree to maintain Professional
14 Liability and/or Network Security & Privacy Liability coverage for two (2) years following
15 completion of this Agreement.

16 14.11 The Commercial General Liability policy shall contain a severability of interests
17 clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

18 14.12 Insurance certificates should be mailed to COUNTY at the address indicated in
19 Paragraph 11 of this Agreement.

20 14.13 If CONTRACTOR fails to provide the insurance certificates and endorsements
21 within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR,
22 award may be made to the next qualified proponent.

23 14.14 COUNTY expressly retains the right to require CONTRACTOR to increase or
24 decrease insurance of any of the above insurance types throughout the term of this Agreement.
25 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as
26 appropriate to adequately protect COUNTY.

27 14.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance
28 requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance

1 and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of
2 such notice, this Agreement may be in breach without further notice to CONTRACTOR, and
3 COUNTY shall be entitled to all legal remedies.

4 14.16 The procuring of such required policy or policies of insurance shall not be construed
5 to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and
6 requirements of this Agreement, nor act in any way to reduce the policy coverage and limits
7 available from the insurer.

8 15. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

9 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of
10 occurrence, the following:

11 15.1 Any instance in which CONTRACTOR becomes a party to any litigation against
12 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance
13 under this Agreement. While CONTRACTOR is required to provide this information without
14 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,
15 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16 15.2 Any accident or incident relating to services performed under this Agreement that
17 involves injury or property damage which may result in the filing of a claim or lawsuit against
18 CONTRACTOR and/or COUNTY.

19 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or
20 relating to services performed by CONTRACTOR under this Agreement.

21 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

22 15.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of
23 COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this
24 Agreement.

25 16. CONFLICT OF INTEREST

26 16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions
27 or conditions that could result in a conflict with the best interests of COUNTY. This obligation
28 shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with

1 accomplishing work and services hereunder. The CONTRACTOR's efforts shall include, but not
2 be limited to, establishing precautions to prevent its employees, agents, and subcontractors from
3 making, receiving, providing or offering gifts, entertainment, payments, loans, or other
4 considerations which could be deemed to influence or appear to influence COUNTY staff or
5 elected officials from acting in the best interests of COUNTY.

6 16.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of
7 interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of,
8 Agreement performance. While CONTRACTOR will be required to provide this information
9 without prompting from COUNTY any time there is a change regarding conflict of interest,
10 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY

11 17. ANTI-PROSELYTISM PROVISION

12 No funds provided directly to institutions or organizations to provide services and
13 administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be
14 expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by
15 law.

16 18. SUPPLANTING GOVERNMENT FUNDS

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

25 19. BREACH SANCTIONS

26 19.1 Failure by a party to comply with any of the provisions, covenants, or conditions
27 of this Agreement applicable to such party shall be a material breach of this Agreement. In such
28 event, the other party may, and in addition to immediate termination and any other remedies

1 available at law, in equity, or otherwise specified in this Agreement:

2 19.2 Afford the breaching party a time period within which to cure the breach, which
3 period shall be established by ADMINISTRATOR.

4 19.3 A party will give the other party written notice of any action pursuant to this
5 Paragraph, which notice shall be deemed served in accordance with Section 11.1 of this
6 Agreement.

7 20. PAYMENTS

8 20.1 Maximum Contractual Obligation

9 The maximum obligation of COUNTY under this Agreement shall not exceed the
10 amount of \$402,480, or actual allowable costs, whichever is less. The annual amount for each
11 twelve (12) month period is as follows:

12 20.1.1 \$201,240 for July 1, 2019 through June 30, 2020; and

13 20.1.2 \$201,240 for July 1, 2020 through June 30, 2021.

14 20.2 Allowable Costs and Usage

15 During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly
16 in arrears, for the provision of services described in Paragraph 3 of Exhibit A to this Agreement,
17 at the rate stated in Paragraph 9 of Exhibit A to this Agreement. No guarantee is given by
18 COUNTY to CONTRACTOR regarding usage of this Agreement.

19 20.3 Claims

20 20.3.1 CONTRACTOR shall submit monthly claims to be received by
21 ADMINISTRATOR within a reasonable time period not later than approximately the twentieth
22 (20th) calendar day of the month for expenses incurred in the preceding month.

23 20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR.
24 ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with
25 the monthly claim, including, inter alia, a monthly statement of services, general ledgers,
26 supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some
27 of which may be required to be copied. Source documents that CONTRACTOR must submit shall
28 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR

1 shall retain all financial records in accordance with Paragraph 23 of this Agreement.

2 20.3.3 Payments should be released by COUNTY within a reasonable time period
3 of approximately thirty (30) days after receipt of a correctly completed claim form and required
4 supporting documentation.

5 20.3.4 Year-End and Final Claims

6 20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY
7 fiscal year, July 1 through June 30, covered under the term of this Agreement, as stated in
8 Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims
9 received after August 30th of each corresponding COUNTY fiscal year may, at
10 ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the
11 date upon which the final claim per each COUNTY fiscal year must be received, upon written
12 notice to CONTRACTOR.

13 20.3.4.2 The basis for final settlement shall be the actual allowable costs
14 as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant
15 to this Agreement; limited, however, to the maximum obligation of COUNTY. In the event that
16 any overpayment has been made, COUNTY may offset the amount of the overpayment against
17 the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
18 pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing
19 herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has
20 been made.

21 21. OVERPAYMENTS

22 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which
23 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in accordance with
24 any applicable regulations and/or policies in effect during the term of this Agreement, or as
25 established by COUNTY procedure. Any overpayments made by COUNTY which result from a
26 payment by any other funding source shall be repaid, at the discretion of ADMINISTRATOR, to
27 COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment
28 within thirty (30) days after the date of the final audit findings report and prior to any

1 administrative appeal process. In the event an overpayment owing by CONTRACTOR is collected
2 from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within
3 thirty (30) days thereafter and prior to any administrative appeal process. CONTRACTOR agrees
4 to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this
5 Paragraph.

6 22. OUTSTANDING DEBT

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

10 23. RECORDS, INSPECTIONS, AND AUDITS

11 23.1 Financial Records

12 23.1.1 CONTRACTOR shall prepare and maintain accurate and complete
13 financial records. Financial records shall be retained by CONTRACTOR for a minimum of five
14 (5) years from the date of final payment under this Agreement, or until all pending COUNTY,
15 State, and federal audits are completed, whichever is later.

16 23.1.2 CONTRACTOR shall establish and maintain reasonable accounting,
17 internal control, and financial reporting standards in conformity with generally accepted
18 accounting principles established by the American Institute of Certified Public Accountants and
19 to the satisfaction of ADMINISTRATOR.

20 23.2 Client Records

21 23.2.1 CONTRACTOR shall prepare and maintain accurate and complete records
22 of clients served and dates and type of services provided under the terms of this Agreement in a
23 form acceptable to ADMINISTRATOR.

24 23.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR
25 during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment
26 under this Agreement, or until all pending COUNTY, State, and federal audits are completed,
27 whichever is later. These records shall be stored in Orange County, unless CONTRACTOR
28 requests and COUNTY provides written approval for the right to store the records in another

1 county. Notwithstanding anything to the contrary, CONTRACTOR shall relinquish control with
2 respect to COUNTY data to COUNTY in accordance with Subparagraph 38.3.

3 23.2.3 In the event COUNTY reasonably determines client records are incomplete
4 or inaccurate after payment has been made, COUNTY shall give written notice to CONTRACTOR
5 specifying the deficiencies, and CONTRACTOR shall have a period of thirty (30) days thereafter
6 to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies within the foregoing
7 30-day period, then COUNTY may treat such payment as an overpayment within the provisions
8 of this Agreement.

9 23.3 Public Records

10 With the exception of client records or other records referenced in Paragraph 28,
11 entitled Confidentiality, all records, including, but not limited to, reports, audits, notices, claims,
12 statements, and correspondence, required by this Agreement, may be subject to public disclosure
13 under the California Public Records Act.

14 23.4 Inspections and Audits

15 23.4.1 The U.S. Department of Health and Human Services, Comptroller General
16 of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, COUNTY's
17 Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall
18 have access to any books, documents, papers, and records, including medical records, of
19 CONTRACTOR which any of them may determine to be pertinent to this Agreement for the
20 purpose of financial monitoring. Further, all the above mentioned persons have the right at all
21 reasonable times to inspect or otherwise evaluate the work performed or being performed under
22 this Agreement and the premises in which it is being performed.

23 23.4.2 CONTRACTOR shall make its books and records available within the
24 borders of Orange County within ten (10) days of receipt of written demand by
25 ADMINISTRATOR.

26 23.4.3 In the event CONTRACTOR does not make available its books and
27 financial records within the borders of Orange County, CONTRACTOR agrees to pay all
28 necessary and reasonable expenses incurred by COUNTY, or COUNTY's designee, necessary to

1 obtain CONTRACTOR's books and records.

2 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of COUNTY's
3 liability to the State or Federal Government or any agency thereof resulting from any
4 disallowances or other audit exceptions to the extent that such liability is attributable to
5 CONTRACTOR's failure to perform under this Agreement.

6 24. PERSONNEL DISCLOSURE

7 24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services
8 through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A
9 (hereinafter referred to as "Personnel").

10 24.2 Where authorized by law, CONTRACTOR shall make available to
11 ADMINISTRATOR a current list of all Personnel providing services hereunder, including
12 résumés and job applications. Changes to the list will be immediately provided to
13 ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list
14 shall include:

15 24.2.1 Names of all Personnel by title, whose direct services are required to
16 provide the programs described herein;

17 24.2.2 A brief description of the functions of each position and the hours each
18 person works each week, or for part-time Personnel, each day or month, as appropriate;

19 24.2.3 The professional degree, if applicable, and experience required for each
20 position; and

21 24.2.4 The language skill, if applicable, for all Personnel.

22 24.3 Where authorized by law, and in a manner consistent with California Government
23 Code §12952, CONTRACTOR's employment applications shall require prospective Personnel to
24 provide detailed information regarding the conviction of a crime, by any court, for offenses other
25 than minor traffic infractions. Information discovered subsequent to the hiring or promotion of
26 any Personnel shall be cause for termination of that employee from the performance of services
27 under this Agreement.

28 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,

1 a clearance on the following public websites of the names and dates of birth for all Personnel who
2 will have direct, interactive contact with clients served through this Agreement: U.S. Department
3 of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
4 Registry (www.meganslaw.ca.gov).

5 24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY,
6 a criminal record background checks on all Personnel who will have direct, interactive contact
7 with clients served through this Agreement. Background checks conducted through the California
8 Department of Justice shall include a check of the California Central Child Abuse Index, when
9 applicable. Candidates will satisfy background checks consistent with this Paragraph and their
10 performance of services under this Agreement.

11 24.6 CONTRACTOR shall ensure that clearances and background checks described in
12 Subparagraphs 24.4 and 24.5 are completed prior to CONTRACTOR's Personnel providing
13 services under this Agreement.

14 24.7 In the event a record is revealed through the processes described in Subparagraphs
15 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of
16 Personnel providing services through this Agreement.

17 24.8 CONTRACTOR attests that all Personnel assigned by CONTRACTOR to provide
18 services under this Agreement have satisfactory past work records and/or reference checks
19 indicating their ability to perform the required duties and accept the kind of responsibility
20 anticipated under this Agreement. CONTRACTOR shall maintain records of background
21 investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel
22 assigned to provide services under this Agreement, for a minimum of five (5) years from the date
23 of final payment under this Agreement, or until all pending COUNTY, State, and federal audits
24 are completed, whichever is later, in compliance with all applicable laws.

25 24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
26 arrest and/or subsequent conviction, for offenses, other than minor traffic infractions, of any
27 Personnel performing services under this Agreement, when such information becomes known to
28 CONTRACTOR. ADMINISTRATOR may determine whether such Personnel may continue to

1 provide services under this Agreement and shall provide notice of such determination to
2 CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's
3 decision shall be deemed a material breach of this Agreement, pursuant to Paragraph 19 above.

4 24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's
5 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

6 24.11 COUNTY shall have the right to require CONTRACTOR to remove any Personnel
7 from the performance of services under this Agreement. At the request of COUNTY,
8 CONTRACTOR shall immediately replace said Personnel.

9 24.12 CONTRACTOR shall notify COUNTY within forty-eight (48) hours when
10 Personnel is terminated for cause from working on this Agreement.

11 24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to Paragraph 24,
12 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the
13 terms and conditions of this Agreement.

14 25. EMPLOYMENT ELIGIBILITY VERIFICATION

15 As applicable, CONTRACTOR warrants that it fully complies with all federal and State
16 statutes and regulations regarding the employment of aliens and others, and that all its employees
17 performing work under this Agreement meet the citizenship or alien status requirement set forth
18 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing
19 work hereunder, all verification and other documentation of employment eligibility status required
20 by federal or State statutes and regulations including, but not limited to, the Immigration Reform
21 and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may
22 be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
23 employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with
24 counsel approved in writing by COUNTY, and hold harmless, COUNTY, and its agents, officers
25 and employees from employer sanctions and any other liability which may be assessed against
26 CONTRACTOR or COUNTY or both in connection with any alleged violation of any federal or
27 State statutes or regulations pertaining to the eligibility for employment of any persons performing
28 work under this Agreement.

26. 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.

27. 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.

28. CONFIDENTIALITY

28.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 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. COUNTY acknowledges and agrees that CONTRACTOR is subject to compliance with the requirements of the California Public Records Act Government Code Section 6250 et seq., and that information may be subject to disclosure in the absence of applicable statutory exemptions for such information.

28.2 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

1 individuals performing services under this Agreement. CONTRACTOR shall ensure that all of
2 its employees, agents, subcontractors, and all other individuals, prior to commencing the provision
3 of any such services under this Agreement are (i) informed in writing of the confidential nature of
4 the information and the obligations of this Agreement and are subject to confidentiality duties or
5 obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement,
6 in which case CONTRACTOR shall be responsible for ensuring that said employees agents,
7 subcontractors agree to abide by these confidentiality provisions, or (ii) sign an agreement with
8 CONTRACTOR before commencing the provision of any such services, agreeing to maintain
9 confidentiality pursuant to State and federal law and the terms of this Agreement.

10 28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, and all
11 other individuals performing services under this Agreement of this provision and that any person
12 violating the provisions of said California state law may be guilty of a crime.

13 28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject
14 to the confidentiality requirements of this Agreement.

15 28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect
16 to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law,
17 and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may
18 hereafter be amended.

19 28.5.1 No access, disclosure, or release of information regarding a child who is the
20 subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is
21 in doubt, no such information shall be released without the written approval of a Judge of the
22 Juvenile Court.

23 28.5.2 CONTRACTOR must receive prior written approval of the Juvenile Court
24 before allowing any child to be interviewed, photographed, or recorded by any publication or
25 organization, or to appear on any radio, television, or internet broadcast or make any other public
26 appearance. Such approval shall be requested through child's Social Worker.

27 29. SECURITY

28 29.1 Security Requirements

1 29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and
2 COUNTY-related records and information pursuant to all statutory laws relating to privacy and
3 confidentiality that currently exists or exists at any time during the term of this Agreement.
4 CONTRACTOR represents and warrants that it has implemented and will maintain during the
5 term of this Agreement administrative, physical, and technical safeguards to reasonably protect
6 private and confidential client information, to protect against anticipated threats to the security or
7 integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or
8 use of COUNTY data. Such safeguards and controls shall include at a minimum:

9 29.1.1.1 Storage of confidential paper files that ensures records are
10 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

11 29.1.1.2 Control of access to physical and electronic records to ensure
12 COUNTY data is accessed only by individuals with a need to know for the delivery of contract
13 services.

14 29.1.1.3 Control to prevent unauthorized access and to prevent
15 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

16 29.1.1.4 Firewall protection.

17 29.1.1.5 Use of encryption methods of electronic COUNTY data while
18 in transit from CONTRACTOR networks to external networks, when applicable.

19 29.1.1.6 Measures to securely store all COUNTY data, including, but not
20 be limited to, encryption at rest and multiple levels of authentication and measures to ensure
21 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.
22 CONTRACTOR further represents and warrants that it has implemented and will maintain during
23 the term of this Agreement administrative, technical, and physical safeguards and controls
24 consistent with State and federal security requirements.

25 29.2 Security Breach Notification

26 29.2.1 CONTRACTOR shall have policies and procedures in place for the
27 effective management of Security Breaches, as defined below. In the event of any actual,
28 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR

1 experiences or learns of that either compromises or could reasonably be expected to comprise
2 COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data (“Security
3 Breach”), CONTRACTOR shall immediately notify COUNTY of its discovery. After such
4 notification, CONTRACTOR shall, at its own expense, immediately:

5 29.2.1.1 Investigate to determine the nature and extent of the Security
6 Breach.

7 29.2.1.2 Contain the incident by taking necessary action, including, but
8 not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in
9 security.

10 29.2.1.3 Report to COUNTY the nature of the Security Breach, the
11 COUNTY data used or disclosed, the person who made the unauthorized use or received the
12 unauthorized disclosure, what CONTRACTOR has done or will do to mitigate any harmful effect
13 of the unauthorized use or disclosure, and the corrective action CONTRACTOR has taken or will
14 take to prevent future similar unauthorized use or disclosure.

15 29.2.2 The COUNTY, in its sole discretion and on a case-by-case basis, will
16 determine what actions are necessary in response to the Security Breach and who will perform
17 these actions. Actions may include, but are not limited to: notifications; investigation and
18 remediation costs, including notification of all whose personal information was disclosed; outside
19 investigation; forensics; counsel; crisis management; and credit monitoring. In the event
20 COUNTY determines CONTRACTOR will conduct additional action(s), CONTRACTOR shall
21 bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection
22 with a Security Breach, CONTRACTOR shall reimburse COUNTY for costs associated to legally
23 required actions.

24 30. COPYRIGHT ACCESS

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

28 31. WAIVER

1 No delay or omission by either party hereto to exercise any right or power accruing upon
2 any noncompliance or default by the other party with respect to any of the terms of this Agreement
3 shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of
4 the parties hereto of any of the covenants, conditions, or agreements to be performed by the other
5 shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant,
6 condition, or agreement herein contained.

7 **32. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA**

8 32.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use
9 and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including
10 commercial advertisement, promotional purposes, announcements, displays, or press releases,
11 without COUNTY's prior written consent is expressly prohibited.

12 32.2 CONTRACTOR may develop and publish information related to this Agreement
13 where all of the following conditions are satisfied:

14 32.2.1 ADMINISTRATOR provides its written approval of the content and
15 publication of the information at least thirty (30) days prior to CONTRACTOR publishing the
16 information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;

17 32.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes
18 a statement that the program, wholly or in part, is funded through County, State, and Federal
19 Government funds;

20 32.3 The information does not give the appearance that the COUNTY, its officers,
21 employees, or agencies endorse:

22 32.3.1 Any commercial product or service; and

23 32.3.2 Any product or service provided by CONTRACTOR, unless approved in
24 writing by ADMINISTRATOR; and

25 32.3.3 If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube,
26 or other publicly available social media sites) to publish information related to this Agreement,
27 CONTRACTOR shall develop social media policies and procedures and have them available to
28 the ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy

1 and Procedures as they pertain to any social media developed in support of the services described
2 within this Agreement. The policy is available on the Internet at
3 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

4 32.4 COUNTY shall not use the names(s), symbols, trademarks, or service marks,
5 presently existing or hereafter established, of CONTRACTOR in any advertisement, press release,
6 feature articles, or other materials without the prior written approval of CONTRACTOR.
7 CONTRACTOR shall not unreasonably withhold written consent. CONTRACTOR herein
8 provides written consent to the COUNTY to use CONTRACTOR's name in the governmental
9 administration of this Agreement.

10 33. REPORTS

11 33.1 CONTRACTOR shall provide information deemed necessary by
12 ADMINISTRATOR to complete any State-required reports related to the services provided under
13 this Agreement.

14 33.2 CONTRACTOR shall maintain records and submit reports containing such data
15 and information regarding the performance of CONTRACTOR's services, costs, or other data
16 relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by
17 ADMINISTRATOR and CONTRACTOR.

18 34. ENERGY EFFICIENCY STANDARDS

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

21 35. ENVIRONMENTAL PROTECTION STANDARDS

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

27 35.1 No facility to be utilized in the performance of the proposed grant has been listed
28 on the EPA List of Violating Facilities;

1 35.2 It will notify COUNTY prior to award of the receipt of any communication from
2 the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the
3 grant is under consideration to be listed on the EPA List of Violating Facilities; and

4 35.3 It will notify COUNTY and EPA about any known violation of the above laws and
5 regulations.

6 36. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
7 CERTAIN FEDERAL TRANSACTIONS

8 36.1 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
9 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions set down
10 by the Office of Management and Budget (OMB) and published in the Federal Register dated
11 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and regulations, it
12 is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must
13 contain, and CONTRACTOR must certify compliance utilizing a form provided by
14 ADMINISTRATOR that cites the following:

15 36.1.1 The definitions and prohibitions contained in the clause at Federal
16 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal
17 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph
18 B of this certification.

19 36.1.2 The offeror, by signing its offer, hereby certifies to the best of his or her
20 knowledge and belief as of December 23, 1989, that

21 36.1.2.1 No federal appropriated funds have been paid or will be paid to
22 any person for influencing or attempting to influence an officer or employee of any agency, a
23 Member of Congress, an officer or employee of Congress, or an employee of a Member of
24 Congress on his or her behalf in connection with the awarding of any federal contract, the making
25 of any federal grant, the making of any federal loan, the entering into of any cooperative
26 agreement, and the extension, continuation, renewal, amendment, or modification of any federal
27 contract, grant, loan or cooperative agreement;

28 36.1.2.2 If any funds other than federal appropriated funds (including

1 profit or fee received under a covered federal transaction) have been paid, or will be paid, to any
2 person for influencing or attempting to influence an officer or employee of any agency, a Member
3 of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his
4 or her behalf in connection with this solicitation, the offeror shall complete and submit with its
5 offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer;
6 and

7 36.1.2.3 He or she will include the language of this certification in all
8 subcontract awards at any tier and require that all recipients of subcontract awards in excess of
9 \$100,000 shall certify and disclose accordingly.

10 36.1.3 Submission of this certification and disclosure is a prerequisite for making
11 or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes
12 an expenditure prohibited under this provision or who fails to file or amend the disclosure form to
13 be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000,
14 and not more than \$100,000, for each such failure.

15 37. POLITICAL ACTIVITY

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

19 38. TERMINATION PROVISIONS

20 38.1 Either party may terminate this Agreement without penalty, immediately with
21 cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice
22 shall be deemed served on the date of the mailing in accordance with Section 11.1 hereof. Cause
23 shall include, but not be limited, to any breach of contract, any partial misrepresentation whether
24 negligent or willful, fraud on the part of a party, discontinuance of the services for reasons within
25 CONTRACTOR's reasonable control, and repeated or continued violations of COUNTY
26 ordinances unrelated to performance under this Agreement that, in the reasonable opinion of
27 COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Except as
28 provided otherwise hereunder, exercise by ADMINISTRATOR of the right to terminate this

1 Agreement shall relieve COUNTY of all further obligations under this Agreement.

2 38.2 In the event of termination of this Agreement, cessation of business by
3 CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide
4 services, CONTRACTOR shall not withhold the COUNTY data or refuse for any reason, to
5 promptly provide to COUNTY the COUNTY data if requested to do so on such media format as
6 maintained by CONTRACTOR unless COUNTY is in breach of this Agreement.

7 38.3 For ninety (90) calendar days prior to the expiration date of this Agreement, or upon
8 notice of termination of this Agreement and continuing until the termination date (“Transition
9 Period”), CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of
10 service responsibilities, case records, and pertinent documents. The Transition Period may be
11 modified as agreed upon in writing by the parties. During the Transition Period, service and data
12 access shall continue to be made available to COUNTY without alteration. CONTRACTOR also
13 shall assist COUNTY in extracting and/or transitioning all data in the format determined by
14 COUNTY.

15 38.4 The obligations of COUNTY under this Agreement are contingent upon the
16 availability of federal and/or State funds, as applicable, for the reimbursement of
17 CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the
18 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement
19 remains in effect or operation. In the event that such funding is terminated or reduced,
20 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY’s maximum
21 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall
22 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
23 notification of such determination. CONTRACTOR shall immediately comply with
24 ADMINISTRATOR’s decision; provided, however, that CONTRACTOR may terminate this
25 Agreement upon written notice to COUNTY if COUNTY determines to reduce COUNTY’s
26 maximum obligation or modify this Agreement.

27 38.5 If any term, covenant, condition, or provision of this Agreement or the application
28 thereof is held invalid, void, or unenforceable, the remainder of the provisions in this Agreement

1 shall remain in full force and effect and shall in no way be affected, impaired, or invalidated
2 thereby.

3 39. GOVERNING LAW AND VENUE

4 This Agreement has been negotiated and executed in the State of California and shall be
5 governed by and construed under the laws of the State of California. In the event of any legal
6 action to enforce or interpret this Agreement, the sole and exclusive venue shall be a court of
7 competent jurisdiction located in Orange County, California, and the parties hereto agree to and
8 do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure
9 Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that
10 an action be transferred for trial to another county.

11 40. THE REGENTS

12 COUNTY acknowledges that the Regents of the University of California (“The Regents”)
13 has entered into this Agreement solely on behalf of and with respect to the University of California,
14 Irvine School of Medicine, and not on behalf of or with respect to any other division, business or
15 operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled,
16 governed, or operated by, or affiliated with, The Regents, including, without limitation, any other
17 university, campus, health system, medical center, hospital, clinic, medical group, physician, or
18 health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the
19 foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision
20 contained in this Agreement:

21 (a) All obligations of The Regents under this Agreement shall be limited to the The Regents
22 as when acting solely on behalf of or with respect to the University of California, Irvine School of
23 Medicine, and shall in no way obligate, be binding on or restrict the business or operating activities
24 of any of the Excluded UC Affiliates;

25 (b) None of the Excluded UC Affiliates shall constitute or be deemed to constitute and affiliate
26 of The Regents or the University of California, Irvine School of Medicine for any purpose under
27 this Agreement; and
28

1 (c) The University of California, Irvine School of Medicine, through The Regents or
2 otherwise, shall have the right to participate in, provide services under, contract as part of, and
3 otherwise be involved in the management or operation of, any health or medical insurance or
4 benefit plan, program, service or product that is sponsored or offered in whole or in part by The
5 Regents on a system-wide basis.

6 41. SIGNATURE IN COUNTERPARTS

7 41.1 The parties agree that separate copies of this Agreement may be signed by each of
8 the parties, and this Agreement will have the same force and effect as if the original had been
9 signed by all the parties.

10 41.2 CONTRACTOR represents and warrants that the person executing this Agreement
11 on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind
12 CONTRACTOR to each and every term, condition and obligation of this Agreement and that all
13 requirements of CONTRACTOR have been fulfilled to provide such actual authority.

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

By: 
CHAD LETERIS
CHIEF OPERATING 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: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 05/20/19

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: 05/21/19
DEPUTY

Dated: 



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 UNIVERSITY OF CALIFORNIA IRVINE,
SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS
FOR THE PROVISION OF CHILD ABUSE CONSULTATION AND MEDICAL
EVALUATION SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to children birth (0) to eighteen (18) years with abuse or neglect issues who have been referred by Social Services Agency (SSA)/Children and Family Services (CFS), medical providers, law enforcement or Juvenile Court.

2. HOURS OF OPERATION

2.1 CONTRACTOR’s physician shall provide services an average of thirty (30) hours per week, as prioritized and directed by ADMINISTRATOR. Service hours shall not exceed one thousand five hundred sixty (1,560) hours per year for each year of this agreement. ADMINISTRATOR shall define the work schedule for CONTRACTOR’s physician. Schedule changes may be requested by CONTRACTOR’s physician and may be performed with approval of ADMINISTRATOR.

3. SERVICES

3.1 CONTRACTOR shall provide the following services:

3.1.1 Medical Evaluation Services

3.1.1.1 Clinical activities at COUNTY’s Child Abuse Services Team

1 (CAST) facility and other mutual agreed upon facilities, as needed or as requested by
2 ADMINISTRATOR.

3 3.1.1.2 Forensic sexual assault and/or physical abuse or neglect medical
4 examinations, and appropriate follow-up examinations.

5 3.1.1.3 Documentation of services and activities in a manner that allows
6 information to be effectively and accurately presented to the Court, collaborators or the
7 community.

8 3.1.1.4 Physician oversight, supervision and training of medical staff.

9 3.1.1.5 Ensure medical records of child maltreatment cases are made
10 available to ADMINISTRATOR.

11 3.1.2 Consultation Services

12 3.1.2.1 Consultation services to SSA, Health Care Agency (HCA),
13 District Attorney's Office, Sheriff-Coroner staff, law enforcement, and County Counsel on
14 reported child abuse cases. Consultation services may include, but are not limited to, review of
15 medical records, review of photographs, evaluation of diagnostic tests, conferring with assigned
16 social workers, caregivers, CAST or other CFS staff, regarding child abuse and neglect.
17 CONTRACTOR shall render medical opinions and recommendations for further action.

18 3.1.2.2 Consultation to physicians to support the accurate diagnosis of
19 child abuse and neglect. Consultation may include, but is not limited to, discussing cases with
20 collateral personnel and reviewing medical records at the CAST facility or other mutually agreed
21 upon medical facilities.

22 3.1.2.3 Expert testimony, which may include, but is not limited to,
23 testifying in criminal and juvenile court proceedings as mandated by subpoena.

24 3.1.2.4 On-Call consultation services up to three (3) of five (5) days per
25 week during the hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, as needed and
26 requested by ADMINISTRATOR. If a consultation is required, CONTRACTOR shall respond
27 within forty-eight (48) hours.

28 3.2 ADMINISTRATOR shall identify priorities for services and provide direction to

1 CONTRACTOR's physician regarding day-to-day activities as specified in Subparagraph 3.1,
2 above.

3 3.3 Training

4 3.3.1 Training and presentations on the risks and signs of abuse or neglect shall
5 be provided, but are not limited to, the following:

6 3.3.1.1 SSA social workers, CAST Team participants such as law
7 enforcement officers, volunteer advocates, deputy district attorneys, victim witness and therapists.

8 3.3.1.2 Healthcare workers, including medical students and residents,
9 public health nurses, first responders and the medical community.

10 4. OUTCOME OBJECTIVES

11 4.1 CONTRACTOR shall provide a minimum average of twenty-five (25) hours of
12 consultation services per week.

13 4.2 CONTRACTOR shall provide a minimum of two (2) trainings per year to social
14 workers, nurses and/or SSA staff on child abuse and neglect issues.

15 4.3 CONTRACTOR shall respond, at a minimum, eighty-five percent (85%) of the
16 time, to consultation requests within forty-eight (48) hours.

17 5. QUALITY ASSURANCE

18 CONTRACTOR shall meet with ADMINISTRATOR, at a minimum of semi-annually, to
19 review outcome objectives and services being provided.

20 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

21 6.1 CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four
22 (24) hours if the position for CONTRACTOR'S physician for Child Abuse Consultation and
23 Medical Evaluation Services becomes vacant due to resignation, termination, leave of absence, or
24 other reason.

25 6.2 CONTRACTOR shall deliver culturally responsive and linguistically appropriate
26 services to meet the primary language needs of those served.

27 7. FACILITIES

28 7.1 Administrative services under this Agreement shall be provided at:

1 Orangewood Children and Family Center/CAST
2 401 The City Drive South
3 Orange, CA 92868

4 7.2 Services may also be provided at other locations, as necessary and/or as mutually
5 agreed upon between ADMINISTRATOR and CONTRACTOR. Other locations may include,
6 but are not limited to, University of California, Irvine, Medical Center, Children’s Hospital of
7 Orange County, or other affiliated hospitals.

8 7.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
9 facility(ies) and location(s) where services shall be provided without changing COUNTY’s
10 maximum obligation.

11 7.4 CONTRACTOR may utilize the CAST facility for the purpose of educating and
12 training medical students or residents, students of nursing or nurse practitioner programs,
13 physician assistants, and other medical personnel as determined by ADMINISTRATOR.

14 8. REPORTS

15 8.1 CONTRACTOR shall submit a complete and accurate monthly activity report to
16 ADMINISTRATOR, on a form approved or provided by ADMINISTRATOR. The monthly
17 activity report shall include, but not be limited to:

18 8.1.1 Age of children for which evaluation and consultation services are
19 provided.

20 8.1.2 Type of examination (acute, non-acute, screening, laboratory results review,
21 etc.).

22 8.1.3 Number of hours of services provided to SSA, HCA, District Attorney and
23 Sheriffs-Coroner.

24 8.1.4 Number of consultations provided within forty-eight (48) hours of
25 consultation request.

26 8.1.5 Number of consultations hours by activity (telephone, in-person and review
27 of medical records, etc.).

28 8.1.6 Number of hours of training provided and list of training participants.

1 8.2 The monthly report shall be submitted to ADMINISTRATOR by the tenth (10th)
2 calendar day of the month, covering services and activities performed in the preceding month.

3 8.3 CONTRACTOR shall provide additional reports as required by
4 ADMINISTRATOR, regarding services and activities performed hereunder. ADMINISTRATOR
5 shall be specific as to the nature of information requested and allow thirty (30) calendar days for
6 CONTRACTOR to respond.

7 8.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
8 delete, waive or otherwise modify reporting requirements, as stated in this Paragraph.

9 9. COMPENSATION

10 9.1 The rate of one hundred twenty-nine dollars (\$129) per hour will be paid for
11 services provided in accordance with Paragraph 3 of Exhibit A to this Agreement, not to exceed
12 the maximum obligation specified in Subparagraph 20.1 of this Agreement.

13 9.2 If services occur during an on-call period referenced in Subparagraph 3.1.2.4,
14 CONTRACTOR will be paid the rate of one hundred twenty-nine dollars (\$129) per hour for each
15 hour in which services are rendered. When services are provided during an on-call period, only
16 the hours during which services are rendered are eligible for compensation. Services lasting less
17 than one (1) hour shall be prorated in thirty (30) minute increments.

18 9.3 When no service is provided during an on-call period requested by
19 ADMINISTRATOR, CONTRACTOR shall be compensated at a rate of \$32.25 per hour for each
20 hour of on-call service.

21 10. STAFF

22 CONTRACTOR shall, throughout the term of this Agreement, provide a physician
23 approved by ADMINISTRATOR, to provide Child Abuse Consultation and Medical Evaluation
24 Services, who shall collaborate directly with CONTRACTOR's designated representative
25 approved by ADMINISTRATOR. Upon written approval by ADMINISTRATOR, and in order
26 to meet the requirements as specified in Paragraph 3, of this Exhibit A, CONTRACTOR may
27 utilize more than one (1) qualified physician. Unless otherwise waived in writing by
28 ADMINISTRATOR, the physician's duties and minimum qualifications shall include the

1 following:

2 10.1 Physician

3 Qualifications:

4 10.1.1 Board certified pediatrician; board certified child abuse and neglect
5 pediatrician preferred.

6 10.1.2 Minimum of one (1) year of experience examining and evaluating
7 neglected, sexually and physically abused children in both a hospital and outpatient settings.

8 10.1.3 Experience providing expert witness court testimony in child abuse cases.

9 10.1.4 Experience working in a collaborative, multi-disciplinary setting.

10 10.1.5 Teaching experience with residents, the community, etc.

11 10.1.6 Knowledge of the systems involved in child protection and prosecution.

12 10.1.7 Effective oral, written, and interpersonal communication skills.

13 Duties:

14 10.1.8 Perform forensic sexual assault and/or physical abuse medical
15 examinations.

16 10.1.9 Provide consultation to SSA, HCA, District Attorney's Office, Sheriff-
17 Coroner staff, law enforcement, and County Counsel on reported child abuse cases.

18 10.1.10 Review medical records, photographs, and diagnostic tests to determine if
19 abuse or neglect has occurred.

20 10.1.11 Provide consultation to physicians to support the accurate diagnosis of
21 child abuse and neglect.

22 10.1.12 Provide expert testimony, which may include, but is not limited to,
23 testimony in criminal and juvenile court proceedings as mandated by subpoena.

24 10.1.13 Educate and train residents or medical students, and/or students of nurse
25 or nurse practitioner programs at the CAST facility and/or agreed upon location(s).

26 10.1.14 Educate social workers, nurses and/or SSA staff on child abuse and
27 neglect.

28