

1 AGREEMENT  
2 BETWEEN  
3 COUNTY OF ORANGE  
4 AND

5 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
6 AS DESCRIBED IN ARTICLE IX, SECTION 9, OF THE CALIFORNIA CONSTITUTION,  
7 ON BEHALF OF THE UNIVERSITY OF CALIFORNIA IRVINE,  
8 SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS  
9 FOR THE PROVISION OF CHILD ABUSE CONSULTATION AND MEDICAL  
10 EVALUATION SERVICES  
11

12 This AGREEMENT, entered into this 1st day of July ~~2016~~2019, ~~which date is~~  
13 ~~particularized for purpose of reference only,~~ is by and between the COUNTY OF ORANGE,  
14 hereinafter referred to as "COUNTY," and THE REGENTS OF THE UNIVERSITY OF  
15 CALIFORNIA, as described in Article IX, Section 9 of the California constitutiona~~a constitutional~~  
16 ~~corporation~~, on behalf of UNIVERISTY OF CALIFORNIA IRVINE, SCHOOL OF MEDICINE,  
17 DEPARTMENT OF PEDIATRICS, hereinafter referred to as "UCI" or "CONTRACTOR." This  
18 Agreement shall be administered by the County of Orange Social Services Agency Director or  
19 designee, hereinafter referred to as "ADMINISTRATOR."  
20

21 W I T N E S S E T H:  
22

23 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Child  
24 Abuse Consultation and Medical Evaluation ~~and Physieian~~ Services; and

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

27 WHEREAS, such contracts are authorized and provided for pursuant to California Welfare  
28 and Institutions Code Section 16501:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on July 1, ~~2016~~2019, and terminate on June 30, ~~2019~~2021, unless earlier terminated pursuant to the provisions of Paragraph 38 of this Agreement; however, provisions of this Agreement regarding ~~CONTRACTOR 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 and other provisions which by their terms reasonably include performance after the termination of this Agreement shall survive such termination of this Agreement. ~~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 obligation as stated in Subparagraph 17.1 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, ~~by the parties, their officers, agents, or employees, shall be valid~~ 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.

1           3.2     CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or  
2     privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY  
3     employees.

4     4.     DESCRIPTION OF SERVICES

5           4.1     CONTRACTOR agrees to provide those services, facilities, equipment, and  
6     supplies, as described in the Exhibit A to the Agreement between County of Orange and The  
7     Regents of the University of California, for the Provision of Child Abuse Consultation and Medical  
8     Evaluation Services, attached hereto and incorporated herein by reference. CONTRACTOR shall  
9     operate continuously throughout the term of this Agreement with the number and type of staff  
10    described and as required for provision of services hereunder.

11          4.2     Subject to thirty (30) days advance written notice, ADMINISTRATOR may agree  
12    upon ~~require~~ changes in staffing allocations to reflect current workload demands or service needs  
13    as long as COUNTY's maximum obligation, as set forth in this Agreement, is not exceeded.

14          4.3     Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate  
15    staff to attend an orientation session and subsequent training sessions given by COUNTY.

16    5.     LICENSES AND STANDARDS

17          5.1     CONTRACTOR attests ~~warrants~~ that it and its personnel, described in Paragraph  
18    24 of this Agreement, who are subject to individual registration and/or licensing requirements,  
19    have all necessary licenses and permits required by the laws of the United States, State of  
20    California (hereinafter referred to as "State"), County of Orange, and all other appropriate  
21    governmental agencies to perform the services described in this Agreement, and agrees to  
22    maintain, and require its personnel to maintain, these licenses and permits in effect for the duration  
23    of this Agreement. Further, CONTRACTOR ~~warrants~~ attests that its employees shall conduct  
24    themselves in compliance with such laws and licensure requirements, including, without  
25    limitation, compliance with laws applicable to sexual harassment and ethical behavior.  
26    ~~CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in~~  
27    ~~license or permit status (e.g., becoming expired, inactive, etc.). CONTRACTOR must notify~~  
28    ~~ADMINISTRATOR within -seventy-two (72) hours of any change in license or permit status (e.g.,~~

1 becoming expired, inactive, etc.).

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

9           5.2.1 For federally funded Agreements in the amount of \$25,000 or more,  
10 CONTRACTOR certifies that its officers and/or principals are not debarred or suspended from  
11 federal financial assistance programs and/or activities.

12 6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

13 6.1 Delegation and Assignment

14           6.1.1 In the performance of this Agreement, CONTRACTOR may neither  
15 delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior  
16 written consent of COUNTY. Any attempted delegation or assignment without prior written  
17 consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of  
18 CONTRACTOR, or any change in the corporate structure, the governing body, or the management  
19 of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of  
20 benefits under the terms of this Agreement requiring COUNTY approval.

21 ~~6.1.2 COUNTY reserves the right to immediately terminate the Agreement in the~~  
22 ~~event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY~~  
23 ~~for the provision of services under the Agreement.~~

24 ~~6.2 Change of Ownership~~

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

~~Agreement and complete them to the satisfaction of COUNTY.~~

## 7. SUBCONTRACTS

~~6.3~~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 provisions State or federal law may require.

## ~~7.8.~~ FORM OF BUSINESS ORGANIZATION/NAME CHANGE

### ~~7.1~~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:

~~7.1.1~~8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

~~7.1.2~~8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

~~7.1.3~~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.

### ~~7.2~~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 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under this Agreement changes, 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 shall promptly ~~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.

### ~~8.9.~~ USE OF COUNTY PROPERTY

~~8.19.1 COUNTY intends to permit CONTRACTOR the rent free use of office space, office furniture and office equipment located in any and all offices and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY staff pursuant to this Agreement, as is more particularly set forth in that certain lease or license agreement described in Subparagraph 9.2, below. As stated in the lease or license agreement, said office space, office furniture, and equipment shall be used solely by employees of CONTRACTOR while performing their assigned duties pursuant to this Agreement.~~ 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.

~~8.29.2 ONTRACTOR shall enter into a rent free lease or license agreement with ADMINISTRATOR for facilities provided by ADMINISTRATOR and will~~ shall execute all terms and conditions of said agreement upon ADMINISTRATOR's presentation of said document to CONTRACTOR. Failure to execute the lease or license agreement will result in a breach of this Agreement. 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, in its sole discretion and on a case-by-case basis, provide for such accommodations at no cost to CONTRACTOR.

### ~~9.10.~~ NON-DISCRIMINATION

~~9.110.1~~ \_\_\_\_\_ 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.

~~9.2—CONTRACTOR shall develop an Affirmative Action Program Plan which meets the lawful and applicable requirements of the U.S. Department of Health and Human Services.~~

~~9.3~~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.

#### ~~9.4~~10.3 Non-Discrimination in Employment

~~9.4.1~~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).

~~9.4.2~~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.

~~9.4.3~~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)

~~9.5.1~~10.4 Non-Discrimination in Service Delivery

~~9.5.1~~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.

~~9.5.2~~10.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

~~9.5.2.1~~10.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs" (PUB 13)

~~9.5.2.2~~10.4.2.2 Discrimination Complaint Form

~~9.5.2.3~~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)

1 ~~10.~~11. NOTICES

2 ~~10.1~~11.1 All notices, requests, claims, correspondence, reports, statements  
3 authorized or required by this Agreement, and/or other communications shall be addressed as  
4 follows:

5 COUNTY: County of Orange Social Services Agency  
6 Contracts and Procurement Services  
7 500 N. State College Blvd, Suite 100  
8 Orange, CA 92868

9 CONTRACTOR: UC Irvine Health  
10 Director of Contracting  
11 333 City Blvd. West., Suite 200  
12 Orange, CA 92868

13 11.2 All notices shall be deemed effective when in writing and deposited in the United  
14 States mail, first class, postage prepaid and addressed as above. Any communications, including  
15 notices, requests, claims, correspondence, reports, and/or statements authorized or required by this  
16 Agreement addressed in any other fashion shall be deemed not given. ~~The parties each may~~  
17 ~~mutually agree to designate by written notice from time to time, in writing to the manner aforesaid,~~  
18 ~~any change in the address to which notices must be sent.~~ A party may change its address by notice  
19 as required under this Paragraph to the other party.

20 ~~10.2~~11.3

21 12. NOTICE OF DELAYS

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

26 ~~11.~~13. INDEMNIFICATION

27 ~~11.1~~13.1 CONTRACTOR agrees to indemnify, defend with counsel approved in  
28 writing by COUNTY (which approval shall not be unreasonably withheld), and hold U.S.

1 Department of Health and Human Services, the State, COUNTY, and their elected and appointed  
 2 officials, officers, employees, agents, and those special districts and agencies which COUNTY's  
 3 Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from  
 4 any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury  
 5 or property damage arising from or related to the services, products, or other performance provided  
 6 by CONTRACTOR pursuant to this Agreement, but only in proportion to and to the extent that  
 7 such claims, demands, or liabilities result from the acts or omissions of CONTRACTOR or its  
 8 officers, employees, or agents. If judgment is entered against CONTRACTOR and COUNTY by  
 9 a court of competent jurisdiction because of the concurrent active negligence of COUNTY or  
 10 COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be  
 11 apportioned as determined by the court. Neither party shall request a jury apportionment.

12 ~~H.2~~ 13.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its  
 13 officers, employees, and agents ("CONTRACTOR INDEMNITEES") harmless from any claims,  
 14 demands, or liability of any kind or nature, including but not limited to personal injury or property  
 15 damage, arising from or related to the services, products or other performance provided by  
 16 COUNTY pursuant to this Agreement, but only in proportion to and to the extent that such claims,  
 17 demands, or liabilities result from the acts or omissions of COUNTY or its officers, employees, or  
 18 agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent  
 19 jurisdiction because of the concurrent active negligence of CONTRACTOR or CONTRACTOR  
 20 INDEMNITEES, COUNTY and CONTRACTOR agree that liability will be apportioned as  
 21 determined by the court. Neither party shall request a jury apportionment.

22 ~~H.3~~ 13.3 Neither termination of this Agreement nor completion of the acts to be  
 23 performed under this Agreement shall release any party from its obligation to indemnify as to  
 24 claims or cause of action asserted that arise from this Agreement.

## 25 ~~12.14.~~ 14. INSURANCE

26 ~~12.1~~ 14.1 Prior to the provision of services under this Agreement, CONTRACTOR  
 27 agrees to purchase all required insurance or maintain a program of self-insurance at  
 28 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; Certificates 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.

~~12.2~~14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. 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.

~~12.3~~14.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. ~~Any self-insured retention (SIR) in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the COUNTY's Risk Manager, or deductibles apply, indicate designee, upon review of CONTRACTOR's current audited financial report.~~ If CONTRACTOR is self-insured, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the Agreement, agrees to all of the following:

~~12.3.1~~14.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's, its agent's, employee's ~~or subcontractor's~~ performance of this Agreement, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and

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

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

~~12.4~~14.4 If CONTRACTOR fails to maintain insurance or a program of self-insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

~~Qualified Insurer~~

~~12.4.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).~~

~~12.5 If the insurance carrier does not have an A.M. Best Rating of A/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.~~

~~12.6~~14.5 The policy or policies of insurance ~~maintained~~ 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

~~12.7.1~~ 14.6 Required Coverage Forms

~~12.7.1~~ 14.6.1 If CONTRACTOR not self-insured for liability, Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

~~12.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20 or a substitute form providing coverage at least as broad.~~

~~12.8~~ 14.7 Required ~~Endorsements~~ Statement on the Certificate of Self-Insurance for Commercial General Liability:

~~12.8.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:~~

~~12.8.1.1~~ 14.7.1.1 An Additional Insured endorsement using ISO form CG 2010 or CG 2033 ~~20 26 04 13~~, or a form at least as broad, Naming the County of Orange, its elected and appointed officials, officers, agents and employees, as and Indemnified Party. ~~Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.~~

~~12.8.1.2~~ 14.7.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

14.7.2 The Network Security and Privacy Liability program of self-insurance shall ~~policy shall~~ contain the following statements on the Certificate of Self-Insurance: ~~endorsements which shall accompany the Certificate of Insurance.~~

14.7.2.1 Naming ~~An Additional Insured endorsement naming~~ the County of Orange, its elected and appointed officials, officers, agents and employees as an Indemnified Party ~~Additional Insureds for its vicarious liability.~~

14.7.2.2 The ~~A primary and non-contributing endorsement evidencing that 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.

14.8 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.

~~12.9~~14.9 All insurance policies ~~and programs of self insurance~~ 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.

~~12.10~~14.10 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.

~~12.11~~14.11 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.

~~12.12~~14.12 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).

~~12.13~~14.13 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 11 of this Agreement.

~~12.14~~14.14 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.

1           ~~12.15~~14.15 COUNTY expressly retains the right to require CONTRACTOR to increase  
2 or decrease insurance of any of the above insurance types throughout the term of this Agreement.  
3 Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as  
4 appropriate to adequately protect COUNTY.

5           ~~12.16~~14.16 COUNTY shall notify CONTRACTOR in writing of changes in the  
6 insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of  
7 insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of  
8 receipt of such notice, this Agreement may be in breach without further notice to CONTRACTOR,  
9 and COUNTY shall be entitled to all legal remedies.

10           ~~12.17~~14.17 The procuring of such required policy or policies of insurance shall not be  
11 construed to limit CONTRACTOR's liability hereunder nor to fulfill the indemnification  
12 provisions and requirements of this Agreement, nor act in any way to reduce the policy coverage  
13 and limits available from the insurer.

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

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

17           15.1 Any instance in which CONTRACTOR becomes a party to any litigation against  
18 COUNTY, or a party to litigation that may reasonably affect CONTRACTOR's performance  
19 under this Agreement. While CONTRACTOR is required to provide this information without  
20 prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status,  
21 CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

22           15.2 Any accident or incident relating to services performed under this Agreement that  
23 involves injury or property damage which may result in the filing of a claim or lawsuit against  
24 CONTRACTOR and/or COUNTY.

25           15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or  
26 relating to services performed by CONTRACTOR under this Agreement.

27           15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.

28           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.

~~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.~~

### ~~13.~~16. CONFLICT OF INTEREST

~~13.1~~16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY ~~interests.~~ ~~In addition to the CONTRACTOR,~~ This obligation shall apply to, CONTRACTOR's employees, agents, ~~relatives, and~~ subcontractors, ~~and third parties~~ associated ~~with the provision of goods~~ with accomplishing work and services hereunder. ~~provided under this Agreement.~~ The CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent ~~rules and procedures preventing~~ its employees, agents, and subcontractors from making, receiving, providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff or elected officers from acting in the best interest of COUNTY. ~~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.

### ~~14.~~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.

### ~~15.~~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 payment 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.

#### ~~16.19.~~ BREACH SANCTIONS

~~16.1~~19.1 Failure by ~~CONTRACTOR~~ a party to comply with any of the provisions, covenants, or conditions of this Agreement applicable to such party shall be a material breach of this Agreement. In such event, the other party may ~~ADMINISTRATOR may~~, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Agreement:

~~16.1.1~~19.1.1 Afford the breaching party ~~CONTRACTOR~~ a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; ~~and/or~~

~~16.1.2~~ 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

~~16.1.3~~19.1.2 Offset against any monies billed by ~~CONTRACTOR~~ but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

~~16.2~~19.2 ~~ADMINISTRATOR~~ A party will give ~~CONTRACTOR~~ the other party written notice of any action pursuant to this Paragraph, which notice shall be deemed served ~~on~~ the date of mailing in accordance with Section 11.1 of this Agreement.

#### ~~17.20.~~ PAYMENTS

##### ~~17.120.1~~ Maximum Contractual Obligation

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

~~17.1.1~~20.1.1 \$201,240 for July 1, 2019 through June 30, 2020; and

~~17.1.2~~20.1.2 \$201,240 for July 1, 2020 through June 30, 2021.

~~The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$566,280: the amount be \$188,760 for July 1, 2016 through June 30, 2017; the amount \$188,760 for July 1, 2017 through June 30, 2018; the amount \$188,760 for July 1, 2018 through June 30, 2019, or actual allowable costs, whichever is less.~~

#### ~~17.2~~20.2 Allowable Costs and Usage

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for the provision of services described in Paragraph 3 of Exhibit A to this Agreement, at the rate stated in Paragraph 9 of Exhibit A to this Agreement. No guarantee is given by COUNTY to CONTRACTOR any minimum number of referrals or minimum sum of money during the term regarding usage of this Agreement.

#### ~~17.3~~20.3 Claims

~~17.3.1~~20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR within a reasonable time period not later than approximately ~~no later~~ than the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the preceding month. ~~In the event the twentieth (20<sup>th</sup>) 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 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.~~

~~17.3.2~~20.3.2 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 23 of this

Agreement.

~~17.3.3~~20.3.3 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.

~~17.3.4~~20.3.4 Year-End and Final Claims

~~17.3.4.1 During each COUNTY fiscal year, July 1 through June 30, covered under the term of this Agreement, COUNTY may establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup> through June 30<sup>th</sup>) for the month of June which shall require CONTRACTOR submit separate invoice claims for each billing period. In the event COUNTY determines a need for two (2) billing periods during any or all COUNTY fiscal years, COUNTY will provide written notification to CONTRACTOR by the 15<sup>th</sup> of May of each corresponding fiscal year, which will inform CONTRACTOR of applicable invoice claim deadlines.~~

~~17.3.4.2~~20.3.4.1 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 30<sup>th</sup> of each corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> 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.

~~17.3.4.3~~20.3.4.2 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 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.

~~18.21.~~20. 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.

#### ~~19.22.~~ 22. 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.

#### ~~20.23.~~ 23. RECORDS, INSPECTIONS, AND AUDITS

##### ~~20.1.23.1~~ 23.1 Financial Records

~~20.1.1~~ 23.1.1 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.

~~20.1.2~~ 23.1.2 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.

##### ~~20.223.2~~ 23.2 Client Records

~~20.2.1~~ 23.2.1 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.

~~20.2.2~~23.2.2 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, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 39.2 ~~upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 39.2.~~

~~20.2.3~~23.2.3 In the event COUNTY reasonably determines client records are 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.~~may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate.~~ If CONTRACTOR fails to cure such deficiencies within the foregoing 30-day period, then ~~In the event client records are determined to be incomplete or inaccurate after payment has been made,~~ COUNTY may treat such payment as an overpayment within the provisions of this Agreement.

### ~~20.3~~23.3 Public Records

With the exception of client records or other records referenced in Paragraph 28, entitled Confidentiality, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this Agreement, may be subject to public disclosure. under the California Public Records Act. ~~COUNTY will not be liable for any such disclosure.~~

### ~~20.4~~23.4 Inspections and Audits

~~20.4.1~~23.4.1 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 for the purpose of financial monitoring. 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.

~~20.4.2~~23.4.2 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.

~~20.4.3~~23.4.3 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.

~~20.4.4~~23.4.4 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.

#### ~~21.24.~~24. PERSONNEL DISCLOSURE

~~21.1~~24.1 This Paragraph 24 applies to all of CONTRACTOR's personnel providing services through this Agreement, paid and unpaid, including those identified in Paragraph 10 of Exhibit A (hereinafter referred to as "Personnel").

~~21.2~~24.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all ~~p~~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:

~~21.2.1~~24.2.1 Names of all Personnel ~~full or part-time personnel~~ by title, ~~including volunteer personnel~~, whose direct services are required to provide the programs described herein;

~~21.2.2~~24.2.2 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;

~~21.2.3~~24.2.3 The professional degree, if applicable, and experience required for each position; and

~~21.2.4~~24.2.4 The language skill, if applicable, for all Personnel.

~~21.3~~24.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR' employment applications shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic ~~offenses~~infractions. Information ~~not disclosed in the employment application~~ discovered subsequent to the hiring or promotion of any Personnel shall be cause for termination of that employee from the performance of services under this Agreement.

~~21.4~~24.4 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](http://www.nsopw.gov)) and Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

~~21.5~~24.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel ~~employees (direct service and administrative) funded through this Agreement and also all non-funded staff (e.g., volunteers, in-kind staff, etc.)~~ 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.

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

~~21.6~~24.7 In the event a record is revealed through the processes described in Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

1           ~~21.7~~24.8 CONTRACTOR attests ~~warrants~~ that all Personnel ~~employed or otherwise~~  
 2 assigned by CONTRACTOR to provide services under this Agreement have satisfactory past work  
 3 records and/or reference checks indicating their ability to perform the required duties and accept  
 4 the kind of responsibility anticipated under this Agreement. CONTRACTOR shall maintain  
 5 records of background investigations and reference checks undertaken and coordinated by  
 6 CONTRACTOR for Personnel ~~each employee and/or volunteer~~ assigned to provide services under  
 7 this Agreement, for a minimum of five (5) years from the date of final payment under this  
 8 Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is  
 9 later, in compliance with all applicable laws.

10           ~~21.8~~24.9 CONTRACTOR shall immediately notify ADMINISTRATOR concerning  
 11 the arrest and/or subsequent conviction, for offenses, other than minor traffic ~~offenses~~ infractions,  
 12 of any Personnel ~~paid employee and/or volunteer staff~~ performing services under this Agreement,  
 13 when such information becomes known to CONTRACTOR. ADMINISTRATOR may determine  
 14 whether such Personnel ~~employee and/or volunteer~~ may continue to provide services under this  
 15 Agreement and shall provide notice of such determination to CONTRACTOR in writing.  
 16 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a  
 17 material breach of this Agreement, pursuant to Paragraph 19 above.

18           ~~21.9~~24.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
 19 Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

20           ~~21.10~~24.11 COUNTY shall have the right to require CONTRACTOR to remove any  
 21 Personnel from the performance of services under this Agreement. At the request of COUNTY,  
 22 CONTRACTOR shall immediately replace said Personnel.

23           ~~21.11~~24.12 CONTRACTOR shall notify COUNTY ~~immediately~~ within forty eight (48)  
 24 hours when Personnel is terminated for cause from working on this Agreement.

25           ~~21.12~~24.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to  
 26 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all work in  
 27 accordance with the terms and conditions of this Agreement.

28           ~~22.25.~~ EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR warrants 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.

#### 23.26. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all ~~employees, agents~~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~~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.

#### 24.27. 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](http://www.babysafe.ca.gov) for printing purposes. The information shall be posted in all reception areas where clients are served.

#### ~~25.28.~~ CONFIDENTIALITY

~~25.1~~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

~~25.2~~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 individuals performing services under this Agreement. CONTRACTOR shall ensure that all of its employees, agents, subcontractors, and all other individuals, prior to commencing the provision of any such services under this Agreement are (i) informed in writing of the confidential nature of the information and the obligations of this Agreement and are subject to confidentiality duties or obligations to Recipient that are no less restrictive than the terms and conditions of this Agreement, in which case CONTRACTOR shall be responsible for ensuring that said employees agents, subcontractors agree to abide by these confidentiality provisions, or (ii) 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. ~~require all of its employees, agents, subcontractors, and volunteer staff who may provide all other individuals performing services for CONTRACTOR under this Agreement to sign an agreement with CONTRACTOR before commencing the provision of any such services, agreeing to maintain the confidentiality materials pursuant to State and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all~~

~~participants referred to CONTRACTOR by COUNTY, except as may be required to provide services under this Agreement or to those specified in federal law and the terms of this Agreement as having the capacity to audit CONTRACTOR, and as to the latter, only during such audit. CONTRACTOR shall comply with any audits specified in Paragraph 20, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.~~

~~25.3~~28.3 CONTRACTOR shall inform all of its employees, agents, subcontractors, ~~volunteers and partners~~ 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.

~~25.4~~28.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.

~~25.5~~28.5 CONTRACTOR agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

~~25.5.1~~28.5.1 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.

~~25.5.2~~28.5.2 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.

## 29. SECURITY

### 29.1 Security Requirements

29.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and



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

7 29.1.1.1 Storage of confidential paper files that ensures records are  
8 secured, handled, transported, and destroyed in a manner that prevents unauthorized access.

9 29.1.1.2 Control of access to physical and electronic records to ensure  
10 COUNTY data is accessed only by individuals with a need to know for the delivery of contract  
11 services.

12 29.1.1.3 Control to prevent unauthorized access and to prevent  
13 CONTRACTOR employees from providing COUNTY data to unauthorized individuals.

14 29.1.1.4 Firewall protection.

15 29.1.1.5 Use of encryption methods of electronic COUNTY data while  
16 in transit from CONTRACTOR networks to external networks, when applicable.

17 29.1.1.6 Measures to securely store all COUNTY data, including, but not  
18 be limited to, encryption at rest and multiple levels of authentication and measures to ensure  
19 COUNTY data shall not be altered or corrupted without COUNTY's prior written consent.  
20 CONTRACTOR further represents and warrants that it has implemented and will maintain during  
21 the term of this Agreement administrative, technical, and physical safeguards and controls  
22 consistent with State and federal security requirements.

## 23 29.2 Security Breach Notification

24 29.2.1 CONTRACTOR shall have policies and procedures in place for the  
25 effective management of Security Breaches, as defined below. In the event of any actual,  
26 attempted, suspected, threatened, or reasonably foreseeable circumstance CONTRACTOR  
27 experiences or learns of that either compromises or could reasonably be expected to compromise  
28 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:

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

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

29.2.1.3 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.

29.2.2 The COUNTY, in 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.

#### ~~26.~~30. 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.

#### ~~27.~~31. 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.

## ~~28.32.~~ 32. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

32.1 ~~Information~~ COUNTY owns all rights to the name, logos, and ~~solicitations,~~ ~~prepared~~ symbols of COUNTY. The use and ~~released by~~ /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.

32.2 ~~CONTRACTOR, concerning the services provided under~~ may develop and publish information related to this Agreement ~~shall state~~ where all of the following conditions are satisfied:

32.2.1 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;

~~28.1.1~~ 32.2.2 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;

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

32.2.3.1 Any commercial product or service; and

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

~~28.1.2~~ 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

1 within this Agreement. The policy is available on the Internet at  
 2 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 32.3 COUNTY shall not use the names(s), symbols, trademarks, or service marks,  
 4 presently existing or hereafter established, of CONTRACTOR in any advertisement, press release,  
 5 feature articles, or other materials without the prior written approval of CONTRACTOR.  
 6 CONTRACTOR shall not unreasonably withhold written consent. CONTRACTOR herein  
 7 provides written consent to the COUNTY to use CONTRACTOR's name in the governmental  
 8 administration of this Agreement.

9  
 10 ~~28.2—CONTRACTOR shall not disclose any details in connection with this Agreement~~  
 11 ~~to any person or entity except as may be otherwise provided hereunder or required by law.~~  
 12 ~~However, in recognizing CONTRACTOR's need to identify its services and related clients to~~  
 13 ~~sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role under this~~  
 14 ~~Agreement within the following conditions:~~

15 ~~28.2.1.1 CONTRACTOR shall develop all publicity material in a~~  
 16 ~~professional manner; and~~

17 ~~28.2.2~~32.3.1 ~~During the term of this Agreement, CONTRACTOR shall not, and~~  
 18 ~~shall not authorize another to, publish or disseminate any commercial advertisements, press~~  
 19 ~~releases, feature articles, or other materials using the name of COUNTY without the prior written~~  
 20 ~~consent of COUNTY. COUNTY shall not unreasonably withhold written consent.~~

### 21 29.33. REPORTS

22 ~~29.1.1~~33.1 ~~CONTRACTOR shall provide information deemed necessary by~~  
 23 ~~ADMINISTRATOR to complete any State-required reports related to the services provided under~~  
 24 ~~this Agreement.~~

25 ~~29.1.2~~33.2 ~~CONTRACTOR shall maintain records and submit reports containing such~~  
 26 ~~data and information regarding the performance of CONTRACTOR's services, costs, or other data~~  
 27 ~~relating to this Agreement, as may be requested by ADMINISTRATOR, upon a form approved by~~  
 28 ~~ADMINISTRATOR and CONTRACTOR.~~

~~30.34.~~ 34. REPORTS

~~30.1~~34.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Agreement.

~~30.2~~34.2 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 and CONTRACTOR. ~~ADMINISTRATOR may modify the provisions of this Paragraph upon written notice to CONTRACTOR.~~

~~31.35.~~ 35. 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).

~~32.36.~~ 36. 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:

~~32.1~~36.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

~~32.2~~36.2 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

~~32.3~~36.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

~~33.37.~~ 37. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

~~33.1~~37.1 CONTRACTOR shall be in compliance with Section 319 of Public Law

1 101-121 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those provisions  
2 set down by the Office of Management and Budget (OMB) and published in the Federal Register  
3 dated December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and  
4 regulations, it is mutually understood that any contract which utilizes federal monies in excess of  
5 \$100,000 must contain, and CONTRACTOR must certify compliance utilizing a form provided  
6 by ADMINISTRATOR that cites the following:

7 ~~33.1.1~~37.1.1 The definitions and prohibitions contained in the clause at Federal  
8 Acquisition Regulation 52.203-12, Limitation on Payments to Influence Certain Federal  
9 Transactions, included in this solicitation, are hereby incorporated by reference in Subparagraph  
10 B of this certification.

11 ~~33.1.2~~37.1.2 The offeror, by signing its offer, hereby certifies to the best of his or  
12 her knowledge and belief as of December 23, 1989, that

13 ~~33.1.2.1~~37.1.2.1 No federal appropriated funds have been paid or will  
14 be paid to any person for influencing or attempting to influence an officer or employee of any  
15 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member  
16 of Congress on his or her behalf in connection with the awarding of any federal contract, the  
17 making of any federal grant, the making of any federal loan, the entering into of any cooperative  
18 agreement, and the extension, continuation, renewal, amendment, or modification of any federal  
19 contract, grant, loan or cooperative agreement;

20 ~~33.1.2.2~~37.1.2.2 If any funds other than federal appropriated funds  
21 (including profit or fee received under a covered federal transaction) have been paid, or will be  
22 paid, to any person for influencing or attempting to influence an officer or employee of any agency,  
23 a 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 this solicitation, the offeror shall complete and  
25 submit with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the  
26 Contracting Officer; and

27 ~~33.1.2.3~~37.1.2.3 He or she will include the language of this  
28 certification in all subcontract awards at any tier and require that all recipients of subcontract

awards in excess of \$100,000 shall certify and disclose accordingly.

~~33.1.3~~37.1.3 Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by Section 1352, Title 31, USC. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

#### ~~34.38.~~ 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.

#### ~~35.39.~~ TERMINATION PROVISIONS

~~35.139.1~~ ADMINISTRATOR 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 in accordance with Section 11.1 hereof. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation ~~or whether negligent or willful~~, fraud on the part of a party ~~CONTRACTOR~~, 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. Except as provided otherwise hereunder, exercise by ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of all further obligations under this Agreement.

~~35.239.2~~ 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

1 transitioning all data in the format determined by COUNTY.

2 39.3 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 as  
 6 reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this  
 7 Agreement.

8 39.4 The obligations of COUNTY under this Agreement are contingent upon the  
 9 availability of federal and/or State funds, as applicable, for the reimbursement of  
 10 CONTRACTOR's expenditures, and inclusion of sufficient funds for the services hereunder in the  
 11 budget approved by the Orange County Board of Supervisors each fiscal year this Agreement  
 12 remains in effect or operation. In the event that such funding is terminated or reduced,  
 13 ADMINISTRATOR may immediately terminate this Agreement, reduce COUNTY's maximum  
 14 obligation, or modify this Agreement, without penalty. The decision of ADMINISTRATOR shall  
 15 be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
 16 notification of such determination. CONTRACTOR shall immediately comply with  
 17 ADMINISTRATOR's decision.

18 ~~35.3~~ 39.5 If any provision of this Agreement or the application thereof is held invalid,  
 19 void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and  
 20 shall in no way be affected, impaired, or invalidated thereby.

21 ~~36.40.~~ GOVERNING LAW AND VENUE

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



1        41. THE REGENTS

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

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

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

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

23        ~~37.42.~~ SIGNATURE IN COUNTERPARTS

24           ~~37.142.1~~ The parties agree that separate copies of this Agreement may be signed by  
 25        each of the parties, and this Agreement will have the same force and effect as if the original had  
 26        been signed by all the parties.

27           42.2 CONTRACTOR represents and warrants that the person executing this Agreement  
 28        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.

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

By: \_\_\_\_\_  
NASIM AFSAR, M.D., M.B.A.  
CHIEF AMBULATORY 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: \_\_\_\_\_

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: \_\_\_\_\_

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 ~~AND PHYSICIAN~~ 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. ~~CONTRACTOR shall provide services to children ages birth to eighteen (0—18) years, experiencing child abuse or neglect~~

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 ~~and additional work hours above twenty (20) hours per week to perform the services specified in Paragraph 3, of this Exhibit A,~~ 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 (CAST) facility and other mutual agreed upon facilities, as needed or as requested by ADMINISTRATOR.

3.1.1.2 ~~Clinical activities shall include but are not limited to,~~ forensic sexual assault and/or physical abuse or neglect medical examinations, and appropriate follow-up examinations, ~~providing medical supervision and training of clinical staff, and participating in quality assurance and peer review activities:~~

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

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

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

3.1.2 Consultation Services

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

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

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

3.1.2.4 On-Call consultation services ~~referenced in Subparagraphs 3.1.1 on an on-call basis~~ up to three (3) of five (5) days per week ~~during~~ between the hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, as needed and requested by ADMINISTRATOR. If a consultation is required, CONTRACTOR shall respond within forty-eight (48) hours.

3.2 ADMINISTRATOR shall identify priorities for services and provide direction to CONTRACTOR's physician regarding day-to-day activities as specified in Subparagraph 3.1, above.

### 3.3 Training

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

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

~~3.1.2.5~~ 3.3.1.2 Healthcare workers, including medical students and residents, public health nurses, first responders, and the medical community.

## 4. OUTCOME OBJECTIVES

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

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

## 5. QUALITY ASSURANCE

~~ADMINISTRATOR shall provide feedback to CONTRACTOR on performance of CONTRACTOR's physician in accordance with services provided under this Agreement.~~ CONTRACTOR shall meet with ADMINISTRATOR, at a minimum of semi-annually, to review outcome objectives and services being provided.

## 6. ADDITIONAL CONTRACTOR RESPONSIBILITIES

6.1 CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four

(24) hours if the position for CONTRACTOR'S physician for Child Abuse Consultation and Medical Evaluation ~~and Physician~~ Services becomes vacant due to resignation, termination, leave of absence, or other reason.

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

## 7. FACILITIES

7.1 Administrative services under this Agreement shall be provided at:

Orangewood Children and Family Center/CAST  
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. ~~where privileges are obtained.~~

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.

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

## 8. REPORTS

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

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

8.1.2 Type of examination (acute, non-acute, screening, laboratory results review,

etc.).

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

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

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

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

~~8.1.8.2 , data on clients served and activities performed by CONTRACTOR's physician in accordance with Paragraph 3, of this Exhibit A~~ The monthly report shall be submitted to ADMINISTRATOR by the tenth (10th) calendar day of the month, covering services and activities performed in the preceding month.

~~8.2.8.3~~ CONTRACTOR shall provide additional reports as required by 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.

~~8.3.8.4~~ CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add, delete, waive, or otherwise modify reporting requirements, as stated in this Paragraph.

## 9. COMPENSATION

9.1 The rate of ~~\$one hundred twenty-nine dollars (\$129.21)~~ per hour will be paid for services provided in accordance with Paragraph 3 of Exhibit A to this Agreement, not to exceed the maximum obligation ~~as defined in~~ specified in Subp-Paragraph 20.1 of this Agreement.

9.2 If services occur during an on-call period referenced in Subparagraph 3.1.2.4, CONTRACTOR will be paid the rate of ~~\$one hundred twenty-nine dollarsone (\$124.9)~~ per hour for each hour in which services are rendered. When services are provided during an on-call period, only the hours during which services are rendered are eligible for compensation. Services lasting less than one (1) hour shall be prorated in thirty (30) minute increments.

9.3 When no service is provided during an on-call period requested by

ADMINISTRATOR, CONTRACTOR shall be compensated at a rate of thirty-two dollars and twenty-five cents (\$32.25) per hour for each hour of on-call service. ~~one-fourth (1/4) the rate specified in Subparagraph 9.1 for the entire on-call period.~~

#### 10. STAFF

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

##### 10.1 Physician

##### Qualifications:

10.1.1 Board certified pediatrician; ~~or~~ board certified child abuse and neglect pediatrician preferred.

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

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

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

10.1.5 Teaching experience with residents, the community, etc.

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

10.1.7 Effective oral, written, and interpersonal communication skills.

##### Duties:

10.1.8 Perform forensic sexual assault, and/or physical abuse medical examinations, ~~provide medical supervision and training of clinical staff, and participate in quality assurance and peer review activities;~~

10.1.9 Provide consultation to SSA, ~~Health Care Agency~~ HCA ~~or its designees,~~



District Attorney's Office, Sheriff-Coroner staff, law enforcement, and County Counsel on  
reported child abuse cases, ~~which may include, but is not limited to, reviewing medical records,~~  
~~review of photographs, evaluating diagnostic tests, discussing information with assigned social~~  
~~workers and caregivers, conferring with CAST or other medical child protective team staff, making~~  
~~recommendations for further action, and rendering medical opinions.~~

~~10.1.9~~10.1.10 Review medical records, photographs, and diagnostic tests to  
determine if abuse or neglect has occurred.

~~10.1.10~~10.1.11 Provide consultation to physicians to support the accurate  
diagnosis of child abuse and neglect. ~~which may include, but is not limited to, discussing with~~  
~~collateral personnel and reviewing medical records at the CAST facility and/or agreed upon~~  
~~location.~~

~~10.1.11~~10.1.12 Provide expert testimony, which may include, but is not  
limited to, testimony in criminal and juvenile court proceedings as mandated by subpoena.

~~10.1.12~~10.1.13 Educate and train residents or medical students, and/or  
students of nurse or nurse practitioner programs at the CAST facility and/or agreed upon  
location(s).

~~10.1.13~~10.1.14 Educate social workers, nurses, and/or SSA staff on child  
abuse and neglect.