

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 THE CHILD ABUSE MEDICAL SERVICES PROVIDER

THIS AGREEMENT, entered into as of this 1st day of January, 2017, is by
and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and THE
REGENTS OF THE UNIVERSITY OF CALIFORNIA, a corporation described in California
Constitution Article IX, Section 9, on behalf of UNIVERSITY OF CALIFORNIA,
IRVINE, SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS ("UCI" or "CONTRACTOR").
This Agreement shall be administered by the County of Orange Social Services
Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."

W I T N E S S E T H:

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

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

WHEREAS, such services are authorized and provided for pursuant to
California Welfare and Institutions Code Section 18961.7, California Civil
Code section 56.10 et seq. and 45 CFR 164.512;

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence as of January 1, 2017, and
3 terminate on June 30, 2021, unless earlier terminated pursuant to the
4 provisions of Paragraph 40 of this Agreement; however, provisions of this
5 Agreement regarding indemnification, audits, reporting and accounting, and
6 other provisions which by their terms reasonably include performance after the
7 termination of this Agreement shall survive such termination of this
8 Agreement.

9 2. ALTERATION OF TERMS

10 This Agreement, including any Exhibit(s) attached hereto and
11 incorporated by reference, fully expresses all understandings of the parties
12 and is the total Agreement between the parties as to the subject matter of
13 this Agreement. No addition to, or alteration of, the terms of this
14 Agreement, whether written or verbal, by the parties, their officers, agents,
15 or employees, shall be valid unless made in the form of a written amendment to
16 this Agreement which is formally approved and executed by both parties.

17 3. STATUS OF CONTRACTOR

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

26 3.2 CONTRACTOR, its agents, employees and volunteers shall not be
27 entitled to any rights and/or privileges of COUNTY employees, and shall not be
28 considered in any manner to be COUNTY employees.

1 4. DESCRIPTION OF SERVICES, STAFFING

2 4.1 CONTRACTOR agrees to provide those services, facilities, equipment
3 and supplies as described in Exhibit "A" attached to this Agreement and
4 incorporated herein by reference. CONTRACTOR shall operate continuously
5 throughout the term of this Agreement with the number and type of staff
6 described and as required for provision of services hereunder.

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

11 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
12 appropriate staff to attend an orientation session and subsequent training
13 sessions given by COUNTY.

14 5. LICENSES AND STANDARDS

15 5.1 CONTRACTOR attests that it has all necessary licenses, permits,
16 and security protocols required by the laws of the United States, State of
17 California, County of Orange and all other appropriate governmental agencies,
18 to provide the services described in this Agreement, and agrees to maintain
19 these licenses and permits in effect for the duration of this Agreement.
20 Further, CONTRACTOR attests that its employees shall conduct themselves in
21 compliance with such laws and licensure requirements including, without
22 limitation, compliance with laws applicable to sexual harassment and ethical
23 behavior.

24 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
25 unless waived in whole or in part by ADMINISTRATOR, with all applicable
26 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
27 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
28 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit

1 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
2 laws and regulations of the United States, State of California, County of
3 Orange Social Services Agency and all administrative regulations, rules and
4 policies adopted thereunder as each and all may now exist or be hereafter
5 amended.

6 5.2.1 For Federally funded Agreements in the amount of \$25,000
7 or more, CONTRACTOR certifies that its officers and/or principals are not
8 debarred or suspended from Federal financial assistance programs and/or
9 activities.

10 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

11 6.1 Delegation and Assignment:

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

21 6.2 Subcontracts:

22 CONTRACTOR shall not subcontract for services under this Agreement
23 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
24 in writing to a subcontract, in no event shall the subcontract alter, in any
25 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
26 be in writing and copies of same shall be provided to ADMINISTRATOR.

27 CONTRACTOR shall obtain preapproval from ADMINISTRATOR before
28 entering into a subcontract with any organization during the term of this

1 Agreement. CONTRACTOR's proposed subcontract agreement shall take into
2 consideration such factors as: pricing policies and techniques; experience and
3 quality of service; methods of evaluating subcontractor responsibility;
4 relationship of subcontractor to CONTRACTOR; and planning and management of
5 subcontract, including internal audit procedures and monitoring of
6 subcontractor's performance until completion of service.

7 CONTRACTOR and its subcontractor(s) shall establish and maintain
8 accurate and complete financial records related to services provided under the
9 terms of this Agreement. Such records may be subject to the satisfaction of
10 ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee,
11 for a period of five (5) years, or until any pending audit is completed.

12 6.3 Consent to Subcontract:

13 ADMINISTRATOR hereby consents to CONTRACTOR's subcontracting to
14 Children's Hospital of Orange County ("CHOC"), a California non-profit
15 corporation, those services identified in Exhibit "A" annexed hereto for
16 provision by CHOC.

17 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

18 7.1 Form of Business Organization:

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

23 7.1.1 The form of CONTRACTOR's business organization, i.e.,
24 proprietorship, partnership, corporation, etc.

25 7.1.2 A detailed statement indicating the relationship of
26 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
27 individual.

28 7.1.3 A detailed statement indicating the relationship of

1 CONTRACTOR to any subsidiary business organization or to any individual who
2 may be providing services, supplies, material or equipment to CONTRACTOR or in
3 any manner does business with CONTRACTOR under this Agreement.

4 7.2 Change in Form of Business Organization:

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

12 7.3 Real Property Disclosure:

13 If CONTRACTOR is occupying any real property under any agreement,
14 oral or written, where persons are to receive services hereunder, CONTRACTOR
15 shall submit the following information in addition to a copy of the lease,
16 license or rental agreement, as well as any other information requested, prior
17 to the provision of services under this Agreement:

18 7.3.1 The location by street address and city of any such real
19 property.

20 7.3.2 The fair market value of any such real property as such
21 value is reflected on the most recently issued County Tax Collector's tax
22 bill.

23 7.3.3 A detailed description of all existing and pending
24 agreements, with respect to the use or occupation of any such real property.
25 Such description shall include, but not be limited to:

26 7.3.3.1 The term duration of any rental, lease or
27 license agreement;

28 7.3.3.2 The amount of monetary consideration to be

1 paid to the lessor or licensor over the term of the rental, lease or license
2 agreement;

3 7.3.3.3 The type and dollar value of any other
4 consideration to be paid to the lessor or licensor;

5 7.3.3.4 The full names and addresses of all parties
6 to any agreement concerning the real property and a listing of liens (if any)
7 thereof, together with a listing by full names and addresses of all officers,
8 directors and stockholders of any private corporation, and a similar listing
9 of all general and limited partners of any partnership which is a party.

10 7.3.4 A listing by full names of all of CONTRACTOR's officers,
11 directors and/or partners, members of its administrative and advisory boards,
12 staff and consultants, who have any family relationship by marriage or blood
13 with a party to any agreement concerning real property referred to in
14 Subparagraph 7.3.3, immediately above, or who have any present or future
15 financial interest in such person's business, whether the entity concerned is
16 a corporation or partnership. Such listing shall also include the full names
17 of all of CONTRACTOR's officers, directors, partners and those holding a
18 financial interest. Included are members of its advisory boards, members of
19 its staff and consultants, who have any family relationship by marriage or
20 blood to an officer, director, or stockholder of the corporation or to any
21 partner of the partnership. In preparing the latter listing, CONTRACTOR shall
22 also indicate the names of the officers, directors, stockholders, or
23 partner(s), as appropriate, and the family relationship which exists between
24 such person(s) and CONTRACTOR's representatives listed.

25 7.3.5 True and correct copies of all agreements with respect to
26 any such real property shall be appended to the affidavit described above and
27 made a part thereof. If, during the term of this Agreement, there is a change
28 in the agreement(s) with respect to real property where persons receive

1 services. CONTRACTOR shall promptly notify ADMINISTRATOR, in writing,
2 describing such changes.

3 8. USE OF COUNTY PROPERTY

4 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
5 space, office furniture and office equipment located in any and all offices
6 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
7 staff pursuant to this Agreement, as is more particularly set forth in that
8 certain lease or license agreement described in Subparagraph 8.2, below. As
9 stated in the lease or license agreement, said office space, office furniture
10 and equipment shall be used solely by employees of CONTRACTOR while performing
11 their assigned duties pursuant to this Agreement.

12 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
13 with ADMINISTRATOR for facilities provided by ADMINISTRATOR and will execute
14 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
15 of said document to CONTRACTOR. Failure to execute the lease or license
16 agreement will result in a breach of this Agreement.

17 8.3 CONTRACTOR is responsible for any costs associated with Fair
18 Employment and Housing Act and Americans with Disabilities Act accommodations
19 for its own employees at COUNTY facilities. COUNTY may, in its sole
20 discretion and on a case-by-case basis, provide for such accommodations at no
21 cost to CONTRACTOR.

22 9. NON-DISCRIMINATION

23 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
24 shall not engage nor employ any unlawful discriminatory practices in the
25 admission of clients, provision of services or benefits, assignment of
26 accommodations, treatment, evaluation, employment of personnel or in any other
27 respect on the basis of race, religious creed, color, national origin,
28 ancestry, physical disability, mental disability, medical condition, genetic

1 information, marital status, sex, gender, gender identity, gender expression,
2 age, sexual orientation, military and veteran status or any other protected
3 group in accordance with the requirements of all applicable Federal or State
4 laws.

5 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
6 meets the lawful and applicable requirements of the U.S. Department of Health
7 and Human Services.

8 9.3 CONTRACTOR shall furnish any and all information requested by
9 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
10 books, records and accounts in order to ascertain CONTRACTOR's compliance with
11 Paragraph 8 et seq.

12 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
13 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
14 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

15 9.5 Non-Discrimination in Employment:

16 9.5.1 All solicitations or advertisements for employees placed
17 by or on behalf of CONTRACTOR shall state that all qualified applicants will
18 receive consideration for employment without regard to race, religious creed,
19 color, national origin, ancestry, physical disability, mental disability,
20 medical condition, genetic information, marital status, sex, gender, gender
21 identity, gender expression, age, sexual orientation, military and veteran
22 status or any other protected group in accordance with the requirements of all
23 applicable Federal or State laws. Notices describing the provisions of the
24 equal opportunity clause shall be posted in a conspicuous place for employees
25 and job applicants.

26 9.5.2 CONTRACTOR shall refer any and all employees desirous of
27 filing a formal discrimination complaint to:

28 California Department of Social Services

1 Public Inquiry and Response Bureau

2 P.O. Box 944243, M.S. 8-4-23

3 Sacramento, CA 95814-2430

4 Telephone: (800) 952-5253

5 (800) 952-8349 (For the hard of hearing)

6 9.6 Non-Discrimination in Service Delivery:

7 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
8 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
9 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
10 Stamp Act of 1977, as amended, and in particular Section 7 CFR 272.6; Title II
11 of the Americans with Disabilities Act of 1990 as amended; California Civil
12 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
13 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
14 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
15 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
16 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
17 and other applicable Federal and State laws, as well as their implementing
18 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
19 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
20 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
21 be hereafter amended. CONTRACTOR shall not implement any administrative
22 methods or procedures which would have a discriminatory effect or which would
23 violate the California Department of Social Services (CDSS) Manual of Policies
24 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
25 of this paragraph, CDSS shall have the right to invoke fiscal sanctions or
26 other legal remedies in accordance with WIC Section 10605, or CGC Sections
27 11135-11139.5, or any other laws, or the issue may be referred to the
28 appropriate Federal agency for further compliance action and enforcement of

1 Subparagraph 9.6 et seq.

2 9.6.2 CONTRACTOR shall provide any and all clients desirous of
3 filing a formal complaint any and all information as appropriate:

4 9.6.2.1 Pamphlet: "Your Rights Under California
5 Welfare Programs" (PUB 13)

6 9.6.2.2 Discrimination Complaint Form

7 9.6.2.3 Civil Rights Contacts:

8 County Civil Rights Contact:

9 Orange County Social Services Agency

10 Program Integrity

11 Attn: Civil Rights Coordinator

12 P.O. Box 22001

13 Santa Ana, CA 92702-2001

14 Telephone: (714) 438-8877

15 State Civil Rights Contact:

16 California Department of Social Services

17 Civil Rights Bureau

18 P.O. Box 944243, M.S. 15-70

19 Sacramento, CA 94244-2430

20 Federal Civil Rights Contact:

21 U.S. Department of Health and Human Services

22 Office of Civil Rights

23 50 U.N. Plaza, Room 322

24 San Francisco, CA 94102

25 10. NOTICES

26 10.1 All notices, claims, correspondence, reports and/or statements
27 authorized or required by this Agreement shall be addressed as follows:

28 COUNTY: County of Orange Social Services Agency

1 Contract Services
2 500 N. State College Blvd., Suite 100
3 Orange, CA 92868

4 CONTRACTOR: UC Irvine Health
5 Director of Contracting
6 333 City Blvd. W., Suite 160
7 Orange, CA 92868

8 10.2 All notices shall be deemed effective when in writing and
9 deposited in the United States mail, first class, postage prepaid and
10 addressed as above. Any notices, claims, correspondence, reports and/or
11 statements authorized or required by this Agreement addressed in any other
12 fashion shall be deemed not given. A party may change its address by notice
13 as required under this Section to the other parties.

14 11. NOTICE OF DELAYS

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

20 12. INDEMNIFICATION

21 12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
22 writing by COUNTY (which approval shall not be unreasonably withheld), and
23 hold U.S. Department of Health and Human Services, the State, COUNTY, and
24 their elected and appointed officials, officers, employees, agents and those
25 special districts and agencies which COUNTY's Board of Supervisors acts as the
26 governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or
27 liability of any kind or nature, including but not limited to personal injury
28 or property damage, arising from or related to the services, products or other

1 performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
2 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction
3 because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES,
4 CONTRACTOR and COUNTY agree that liability will be apportioned as determined
5 by the court. Neither party shall request a jury apportionment.

6 12.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR
7 ("CONTRACTOR INDEMNITEES") harmless from any claims, demands or liability of
8 any kind or nature, including but not limited to personal injury or property
9 damage, arising from or related to the services, products or other performance
10 provided by COUNTY pursuant to this Agreement. If judgment is entered against
11 COUNTY and CONTRACTOR by a court of competent jurisdiction because of the
12 concurrent active negligence of CONTRACTOR or CONTRACTOR INDEMNITEES, COUNTY
13 and CONTRACTOR agree that liability will be apportioned as determined by the
14 court. Neither party shall request a jury apportionment.

15 12.3 Neither termination of this Agreement nor completion of the acts
16 to be performed under this Agreement shall release any party from its
17 obligation to indemnify as to claims or cause of action asserted that arise
18 from this agreement.

19 13. INSURANCE

20 13.1 Prior to the provision of services under this Agreement,
21 CONTRACTOR agrees to purchase all required insurance or maintain a program of
22 self-insurance at CONTRACTOR's expense, including all endorsements required
23 herein, necessary to satisfy COUNTY that the insurance provisions of this
24 Agreement have been complied with. CONTRACTOR agrees to keep such insurance
25 coverage, Certificates of Insurance, and endorsements on deposit with the
26 COUNTY during the entire term of this Agreement. In addition, all
27 subcontractors performing work on behalf of CONTRACTOR pursuant to this
28 Agreement shall obtain insurance subject to the same terms and conditions as

1 set forth herein for CONTRACTOR.

2 13.2 CONTRACTOR shall ensure that all subcontractors performing work on
3 behalf of CONTRACTOR pursuant to this Agreement shall be covered under
4 CONTRACTOR's insurance or program of self-insurance, as an Additional Insured
5 or maintain insurance subject to the same terms and conditions as set forth
6 herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
7 subcontractors have less than the level of coverage required by COUNTY from
8 CONTRACTOR under this Agreement. It is the obligation of CONTRACTOR to
9 provide notice of the insurance requirements to every subcontractor and to
10 receive proof of insurance prior to allowing any subcontractor to begin work.
11 Such proof of insurance must be maintained by CONTRACTOR through the entirety
12 of this Agreement for inspection by COUNTY representative(s) at any reasonable
13 time.

14 13.3 All self-insured retentions (SIRs) and deductibles shall be
15 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
16 apply, indicate this on the Certificate of Insurance with a "0" by the
17 appropriate line of coverage.

18 13.4 If CONTRACTOR fails to maintain insurance or a program of self-
19 insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may
20 terminate this Agreement.

21 13.5 Qualified Insurer:

22 13.5.1 If CONTRACTOR is not self-insured, then the policy or
23 policies of insurance required herein must be issued by an insurer with a
24 minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size
25 Category as determined by the most current edition of the Best's Key Rating
26 Guide/Property-Casualty/United States or ambest.com). It is preferred, but
27 not mandatory, that the insurer be licensed to do business in the state of
28 California (California Admitted Carrier).

1 13.6 If CONTRACTOR is not self-insured and the insurance carrier does
2 not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management
3 retains the right to approve or reject a carrier after a review of the
4 company's performance and financial rating.

5 13.7 The policy or policies of insurance maintained by CONTRACTOR shall
6 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 or per occurrence \$2,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

21 13.8 Required Coverage Forms:

22 13.8.1 Commercial General Liability coverage shall be written on
23 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing
24 liability coverage at least as broad.

25 13.8.2 Business Auto Liability coverage shall be written on ISO
26 form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing
27 coverage at least as broad.

28 ///

1 13.9 Required Endorsements:

2 13.9.1 Commercial General Liability policy shall contain the
3 following endorsements, which shall accompany the Certificate of Insurance:

4 13.9.1.1 An Additional Insured endorsement using ISO
5 form CG 2010 or CG 2033 or a form at least as broad naming the County of
6 Orange, its elected and appointed officials, officers, employees, agents as
7 Additional Insureds.

8 13.9.1.2 A primary non-contributing endorsement
9 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
10 insurance maintained by the County of Orange shall be excess and non-
11 contributing.

12 13.9.2 The Network Security and Privacy Liability policy shall
13 contain the following endorsements which shall accompany the Certificate of
14 Insurance.

15 13.9.2.1 An Additional Insured endorsement naming the
16 County of Orange, its elected and appointed officials, officers, agents and
17 employees as Additional Insureds for its vicarious liability.

18 13.9.2.2 A primary and non-contributing endorsement
19 evidencing that the CONTRACTOR's insurance is primary and any insurance or
20 self-insurance maintained by the County of Orange shall be excess and non-
21 contributing.

22 13.10 All insurance policies and programs of self-insurance required by
23 this Agreement shall waive all rights of subrogation against the County of
24 Orange, its elected and appointed officials, officers, agents and employees
25 when acting within the scope of their appointment or employment.

26 13.11 The Workers' Compensation policy shall contain a waiver of
27 subrogation endorsement waiving all rights of subrogation against the County
28 of Orange, its elected and appointed officials, officers, agents and

1 employees.

2 13.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) days
3 of any policy cancellation and ten (10) days for non-payment of premium and
4 provide a copy of the cancellation notice to COUNTY. Failure to provide
5 written notice of cancellation may constitute a material breach of the
6 contract, upon which the COUNTY may suspend or terminate this Agreement.

7 13.13 If CONTRACTOR's Professional Liability and Network Security &
8 Privacy Liability policies are "claims made" policies, CONTRACTOR shall agree
9 to maintain Professional Liability and Network Security & Privacy Liability
10 coverage for two (2) years following completion of this Agreement.

11 13.14 The Commercial General Liability policy shall contain a
12 severability of interests clause also known as a "separation of insureds"
13 clause (standard in the ISO CG 0001 policy).

14 13.15 Insurance certificates should be mailed to COUNTY at the address
15 indicated in Paragraph 10 of this Agreement.

16 13.16 If CONTRACTOR fails to provide the insurance certificates and
17 endorsements within seven (7) days of notification by CEO/County Procurement
18 Office or ADMINISTRATOR, award may be made to the next qualified proponent.

19 13.17 COUNTY expressly retains the right to require CONTRACTOR to
20 increase or decrease insurance of any of the above insurance types throughout
21 the term of this Agreement. Any increase or decrease in insurance will be as
22 deemed by County of Orange Risk Manager as appropriate to adequately protect
23 COUNTY.

24 13.18 COUNTY shall notify CONTRACTOR in writing of changes in the
25 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
26 certificates of insurance and endorsements with COUNTY incorporating such
27 changes within thirty (30) days of receipt of such notice, this Agreement may
28 be in breach without further notice to CONTRACTOR, and COUNTY shall be

1 entitled to all legal remedies.

2 13.19 The procuring of such required policy or policies of insurance
3 shall not be construed to limit CONTRACTOR's liability hereunder nor to
4 fulfill the indemnification provisions and requirements of this Agreement, nor
5 act in any way to reduce the policy coverage and limits available from the
6 insurer.

7 14. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

8 CONTRACTOR shall report to COUNTY:

9 14.1 Any accident or incident relating to services performed under this
10 Agreement which involves injury or property damage which may result in the
11 filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report
12 shall be made in writing within twenty-four (24) hours of occurrence.

13 14.2 Any third party claim or lawsuit filed against CONTRACTOR arising
14 from or related to services performed by CONTRACTOR under this Agreement. Such
15 report shall be submitted to COUNTY within twenty-four (24) hours of
16 occurrence.

17 14.3 Any injury to an employee of CONTRACTOR that occurs on COUNTY
18 property. Such report shall be submitted to COUNTY within twenty-four (24)
19 hours of occurrence.

20 14.4 Any loss, disappearance, destruction, misuse, or theft of any kind
21 whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR
22 under the term of this Agreement. Such report shall be submitted to COUNTY
23 within twenty-four (24) hours of occurrence.

24 15. CONFLICT OF INTEREST

25 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
26 any actions or conditions that could result in a conflict with the best
27 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
28 agents, relatives, subcontractors, and third parties associated with

1 accomplishing the work hereunder.

2 15.2 CONTRACTOR's efforts shall include, but not be limited to,
3 establishing precautions to prevent its employees or agents from making,
4 receiving, providing, or offering gifts, entertainment, payments, loans, or
5 other considerations which could be deemed to appear to influence individuals
6 to act contrary to the best interests of COUNTY.

7 16. ANTI-PROSELYTISM PROVISION

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

12 17. SUPPLANTING GOVERNMENT FUNDS

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

22 18. EQUIPMENT

23 18.1 All items purchased with funds provided under this Agreement or
24 which are furnished to CONTRACTOR by COUNTY which have a single unit cost of
25 at least five hundred dollars (\$500.00), including sales tax, shall be
26 considered Capital Equipment, Title to all items of Capital Equipment shall,
27 upon purchase, vest and remain in COUNTY. The use of such items of Capital
28 Equipment is limited to the performance of this Agreement. Upon the

1 termination of this Agreement, CONTRACTOR shall immediately return any items
2 of Capital Equipment to COUNTY or its representatives, or dispose of them in
3 accordance with the directions of ADMINISTRATOR.

4 CONTRACTOR further agrees to the following:

5 18.1.1 To maintain all items of Capital Equipment in good
6 working order and condition, normal wear and tear excepted.

7 18.1.2 To label all items of Capital Equipment, do periodic
8 inventories as required by ADMINISTRATOR and to maintain an inventory list
9 showing where and how the Capital Equipment is being used, in accordance with
10 procedures developed by ADMINISTRATOR. All such lists shall be submitted to
11 ADMINISTRATOR within ten (10) days of any request therefore.

12 18.1.3 To report in writing to ADMINISTRATOR immediately after
13 discovery, the loss or theft of any items of Capital Equipment. For stolen
14 items, the local law enforcement agency must be contacted and a copy of the
15 police report submitted to ADMINISTRATOR.

16 18.1.4 To purchase a policy or policies of insurance covering
17 loss or damage to any and all Capital Equipment purchased under this
18 Agreement, in the amount of the full replacement value thereof, providing
19 protection against the classification of fire, extended coverage, vandalism,
20 malicious mischief and special extended perils (all risks) covering the
21 parties' interests as they appear.

22 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be
23 requested in writing, shall require the prior written approval of
24 ADMINISTRATOR, and shall fulfill the provisions of this Agreement which are
25 appropriate and directly related to CONTRACTOR's service or activity under the
26 terms of the Agreement. COUNTY may refuse reimbursement for any costs
27 resulting from Capital Equipment purchased, which are incurred by CONTRACTOR,
28 if prior written approval has not been obtained from ADMINISTRATOR.

1 18.3 Personal Computer Equipment:

2 No personal computers and/or personal electronic devices, such as
3 tablets and laptop computers, or any component thereof may be purchased with
4 funds provided under this Agreement, regardless of purchase price, without
5 prior written approval of ADMINISTRATOR. Any such purchase shall be in
6 accordance with specifications provided by ADMINISTRATOR, be subject to the
7 same inventory control conditions specified in Subparagraphs 18.1.1 to 18.1.4
8 and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY
9 upon termination of this Agreement.

10 19. BREACH SANCTIONS

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

16 19.1 Afford the breaching party a time period within which to cure the
17 breach, which period shall be established at the sole discretion of
18 ADMINISTRATOR; and/or

19 A party will give the other party written notice of any action pursuant
20 to this paragraph, which notice shall be deemed served in accordance with
21 Section 10.1 of this Agreement.

22 20. PAYMENTS

23 20.1 Maximum Contractual Obligation:

24 The maximum obligation of COUNTY under this Agreement shall not
25 exceed the amount of \$2,762,000: the amount of \$309,000 prorated for January
26 1, 2017 through June 30, 2017; the amount of \$600,000 for July 1, 2017 through
27 June 30, 2018; the amount of \$605,000 for July 1, 2018 through June 30, 2019;
28 the amount of \$617,000 for July 1, 2019 through June 30, 2020; and the amount

1 of \$631,000 for July 1, 2020 through June 30, 2021, or actual allowable costs,
2 whichever is less.

3 20.2 Allowable Costs:

4 During the term of this Agreement, COUNTY shall pay CONTRACTOR
5 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR
6 pursuant to this Agreement, as defined in 2 CFR, Part 220 and Title 45 CFR
7 Section 74 Appendix E as approved by ADMINISTRATOR. However, COUNTY, in its
8 sole discretion, may pay CONTRACTOR for anticipated allowable costs that will
9 be incurred by CONTRACTOR for June 2017, June 2018, June 2019, June 2020 and
10 June 2021 during the month of such anticipated expenditure.

11 20.3 Claims:

12 20.3.1 CONTRACTOR shall submit monthly claims to be received by
13 ADMINISTRATOR within a reasonable time period not later than approximately the
14 twentieth (20th) calendar day of the month for expenses incurred in the
15 preceding month.

16 20.3.2 All claims must be submitted on a form approved by
17 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
18 source documents with the monthly claim, including, inter alia, a monthly
19 statement of services, general ledgers, supporting journals, time sheets,
20 invoices, canceled checks, receipts, and receiving records, some of which may
21 be required to be copied. Source documents that CONTRACTOR must submit shall
22 be determined by ADMINISTRATOR and/or the COUNTY's Auditor-Controller.
23 CONTRACTOR shall retain all financial records in accordance with Paragraph 23
24 (Records, Inspections, and Audits) of this Agreement.

25 20.3.3 Payments should be released by COUNTY within a reasonable
26 time period of approximately thirty (30) days after receipt of a correctly
27 completed claim form and required supporting documentation.

28 ///

1 20.3.4 Year End and Final Claims:

2 20.3.4.1 CONTRACTOR shall submit a final claim for
3 each COUNTY fiscal year, July 1 through June 30, covered under the term of
4 this Agreement as stated in Paragraph 1, by no later than August 30th of each
5 corresponding COUNTY fiscal year. Claims received after August 30th of each
6 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
7 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
8 per each COUNTY fiscal year must be received, upon written notice to
9 CONTRACTOR.

10 20.3.4.2 The basis for final settlement shall be the
11 actual allowable costs as defined in 2 CFR, Part 220 and Title 45 CFR Section
12 74 Appendix E, incurred and paid by CONTRACTOR pursuant to this Agreement;
13 limited, however, to the maximum obligation of COUNTY. In the event that any
14 overpayment has been made, COUNTY may offset the amount of the overpayment
15 against the final payment. In the event overpayment exceeds the final
16 payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business
17 days of notice from COUNTY. Nothing herein shall be construed as limiting the
18 remedies of COUNTY in the event an overpayment has been made.

19 21. OVERPAYMENTS

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

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

5 22. OUTSTANDING DEBT

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

9 23. RECORDS, INSPECTIONS AND AUDITS

10 23.1 Financial Records:

11 23.1.1 CONTRACTOR shall prepare and maintain accurate and
12 complete financial records. Financial records shall be retained, by
13 CONTRACTOR, for a minimum of five (5) years from the date of final payment
14 under this Agreement or until all pending COUNTY, State and Federal audits are
15 completed, whichever is later.

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

21 23.2 Client Records:

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

25 23.2.2 All client records related to services provided under the
26 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
27 (5) years from the date of final payment under this Agreement or until all
28 pending COUNTY, State and Federal audits are completed, whichever is later.

1 Notwithstanding anything to the contrary, upon termination of this Agreement,
2 CONTRACTOR shall relinquish control with respect to client records to COUNTY
3 in accordance with Subparagraph 40.2. Notwithstanding anything to the
4 contrary, CONTRACTOR shall not be required to disclose such client records to
5 COUNTY if it reasonably determines that such disclosure is not permitted under
6 applicable federal or state privacy laws or regulations.

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

14 23.3 Public Records:

15 With the exception of client records or other records referenced
16 in Paragraph 29, entitled Confidentiality, all records, including but not
17 limited to, reports, audits, notices, claims, statements and correspondence,
18 required by this Agreement may be subject to public disclosure under the
19 California Public Records Act.

20 23.4 Inspections and Audits:

21 23.4.1 The U.S. Department of Health and Human Services,
22 Comptroller General of the United States, Director of CDSS, State Auditor-
23 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
24 Department, or any of their authorized representatives, shall have access to
25 any books, documents, papers and records, including medical records, of
26 CONTRACTOR which any of them may determine to be pertinent to this Agreement
27 for the purpose of financial monitoring. Further, all the above mentioned
28 persons have the right at all reasonable times to inspect or otherwise

1 evaluate the work performed or being performed under this Agreement and the
2 premises in which it is being performed.

3 23.4.2 CONTRACTOR shall make its books and financial records
4 available within the borders of Orange County within ten (10) days after
5 receipt of written demand by ADMINISTRATOR.

6 23.4.3 In the event CONTRACTOR does not make available its books
7 and financial records within the borders of Orange County, CONTRACTOR agrees
8 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
9 designee, necessary to obtain CONTRACTOR's books and financial records.

10 23.4.4 CONTRACTOR shall pay to COUNTY the full amount of
11 COUNTY's liability to the State or Federal government or any agency thereof
12 resulting from any disallowances or other audit exceptions to the extent that
13 such liability is attributable to CONTRACTOR's failure to perform under this
14 Agreement.

15 24. PERSONNEL DISCLOSURE

16 24.1 Where authorized by law, CONTRACTOR shall make available to
17 ADMINISTRATOR a current list of all personnel providing services hereunder,
18 including résumés and job applications. Changes to the list will be promptly
19 provided to ADMINISTRATOR in writing, along with a copy of a résumé and/or job
20 application. Where authorized by law, the list shall include:

21 24.1.1 Names of all full or part-time personnel by title,
22 including volunteer personnel, whose direct services are required to provide
23 the programs described herein;

24 24.1.2 A brief description of the functions of each position and
25 the hours each person works each week; or for part-time personnel, each day or
26 month, as appropriate;

27 24.1.3 The professional degree, if applicable, and experience
28 required for each position; and

1 24.1.4 The language skill, if applicable, for all personnel.

2 24.2 Where authorized by law, CONTRACTOR's employment applications
3 shall require applicants to provide detailed information regarding the
4 conviction of a crime by any court, for offenses other than minor traffic
5 infractions. Information not disclosed in the employment application
6 discovered subsequent to the hiring or promotion of any applicant shall be
7 cause for termination of that employee from the performance of services under
8 this Agreement.

9 24.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
10 COUNTY, a clearance on the following public websites the names and dates of
11 birth for all employees and/or volunteers who will have direct, interactive
12 contact with clients served through this Agreement: U.S. Department of Justice
13 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
14 Registry (www.meganslaw.ca.gov).

15 24.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
16 COUNTY, a criminal record background check on all employees (direct service
17 and administrative) funded through this Agreement and also all non-funded
18 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
19 interactive contact with clients served through this Agreement. Background
20 checks conducted through the California Department of Justice shall include a
21 check of the California Central Child Abuse Index, when applicable.
22 Candidates will satisfy background checks consistent with this paragraph and
23 their performance of services under this Agreement.

24 24.5 In the event a record is revealed through the processes described
25 in Subparagraphs 24.3 and 24.4, COUNTY will be available to consult with
26 CONTRACTOR on appropriateness of personnel providing services through this
27 Agreement.

28 24.6 CONTRACTOR attests that all persons employed or otherwise assigned

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

10 24.7 CONTRACTOR shall promptly notify ADMINISTRATOR concerning the
11 arrest and/or subsequent conviction, for offenses other than minor traffic
12 infractions, of any paid employee and/or volunteer staff performing services
13 under this Agreement, when such information becomes known to CONTRACTOR.
14 ADMINISTRATOR may determine whether such employee and/or volunteer may
15 continue to provide services under this Agreement and shall provide notice of
16 such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply
17 with ADMINISTRATOR's decision shall be deemed a material breach of this
18 Agreement, pursuant to Paragraph 19 above.

19 24.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
20 staff performing work hereunder and any proposed changes in CONTRACTOR's
21 staff.

22 24.9 COUNTY shall have the right to require CONTRACTOR to remove any
23 employee from the performance of services under this Agreement. At the
24 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

25 24.10 CONTRACTOR shall notify COUNTY promptly when staff is terminated
26 for cause from working on this Agreement.

27 24.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
28 Paragraph 24, shall not relieve CONTRACTOR of its obligation to complete all

1 work in accordance with the terms and conditions of this Agreement.

2 25. EMPLOYMENT ELIGIBILITY VERIFICATION

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

20 26. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

21 26.1 In order to comply with child support enforcement requirements of
22 COUNTY, CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) days
23 of the award of this Agreement:

- 24 (a) in the case of an individual contractor, his/her name, date
25 of birth, Social Security number, and residence address;
- 26 (b) in the case of a contractor doing business in a form other
27 than as an individual, the name, date of birth, Social
28 Security number, and residence address of each individual

1 who owns an interest of ten percent (10%) or more in the
2 contracting entity;

3 (c) a certification that CONTRACTOR has fully complied with all
4 applicable Federal and State reporting requirements
5 regarding its employees; and

6 (d) a certification that CONTRACTOR has fully complied with all
7 lawfully served Wage and Earnings Assignment Orders and
8 Notices of Assignment, and will continue to so comply.

9 26.2 The failure of CONTRACTOR to timely submit the data or
10 certifications required by subsections (a), (b), (c), or (d), or to comply
11 with all Federal and State employee reporting requirements for child support
12 enforcement or to comply with all lawfully served Wage and Earnings Assignment
13 Orders and Notices of Assignment shall constitute a material breach of this
14 Agreement, and failure to cure such breach within sixty (60) calendar days of
15 notice from COUNTY shall constitute grounds for termination of this Agreement.

16 26.3 It is expressly understood that this data will be transmitted to
17 governmental agencies charged with the establishment and enforcement of child
18 support orders, and for no other purpose.

19 27. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

20 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to
21 ensure that all employees, volunteers, consultants, or agents performing
22 services under this Agreement report child abuse or neglect to one of the
23 agencies specified in Penal Code Section 11165.9 and dependent adult or elder
24 abuse as defined in Section 15610.07 of the WIC to one of the agencies
25 specified in WIC Section 15630. CONTRACTOR shall require such employee,
26 volunteer, consultant or agent to sign a statement acknowledging the child
27 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
28 Penal Code and the dependent adult and elder abuse reporting requirements as

1 set forth in Section 15630 of the WIC and will comply with the provisions of
2 these code sections as they now exist or as they may hereafter be amended.

3 28. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

9 29. CONFIDENTIALITY

10 29.1 CONTRACTOR agrees to maintain the confidentiality of its records
11 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
12 and all other provisions of law, and regulations promulgated thereunder
13 relating to privacy and confidentiality, as each may now exist or be hereafter
14 amended. COUNTY acknowledges and agrees that CONTRACTOR is subject to
15 compliance with the requirements of the California Public Records Act
16 Government Code Section 6250 et seq., and that information may be subject to
17 disclosure in the absence of applicable statutory exemptions for such
18 information.

19 29.2 All records and information concerning any and all persons
20 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
21 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
22 volunteers. CONTRACTOR shall require all of its employees, agents,
23 subcontractors and volunteer staff who may provide services for CONTRACTOR
24 under this Agreement to sign an agreement with CONTRACTOR before commencing
25 the provision of any such services, to maintain the confidentiality of any and
26 all materials and information with which they may come into contact, or the
27 identities or any identifying characteristics or information with respect to
28 any and all participants referred to CONTRACTOR by COUNTY, except as may be

1 required to provide services under this Agreement or to those specified in
2 this Agreement as having the capacity to audit CONTRACTOR, and as to the
3 latter, only during such audit. CONTRACTOR shall comply with any audits
4 specified in Paragraph 23, provide reports and any other information required
5 by COUNTY in the administration of this Agreement, and as otherwise permitted
6 by law.

7 29.3 CONTRACTOR shall inform all of its employees, agents,
8 subcontractors, volunteers and partners of this provision and that any person
9 knowingly and intentionally violating the provisions of said State law may be
10 guilty of a crime.

11 29.4 CONTRACTOR agrees that any and all subcontracts entered into shall
12 be subject to the confidentiality requirements of this Agreement.

13 29.5 CONTRACTOR agrees to maintain the confidentiality of its records
14 with respect to Juvenile Court matters, in accordance with WIC Section 827,
15 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
16 regarding Confidentiality, as it now exists or may hereafter be amended.

17 29.5.1 No access, disclosure or release of information regarding
18 a child who is the subject of Juvenile Court proceedings shall be permitted
19 except as authorized. If authorization is in doubt, no such information shall
20 be released without the written approval of a Judge of the Juvenile Court.

21 29.5.2 CONTRACTOR must receive prior written approval of the
22 Juvenile Court before allowing any child to be interviewed, photographed or
23 recorded by any publication or organization or to appear on any radio,
24 television or internet broadcast or make any other public appearance. Such
25 approval shall be requested through child's Social Worker.

26 30. COPYRIGHT ACCESS

27 The U.S. Department of Health and Human Services, the CDSS, and COUNTY
28 will have a royalty-free, nonexclusive and irrevocable license to publish,

1 translate, or use, now and hereafter, all material developed under this
2 Agreement including those covered by copyright.

3 31. WAIVER

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

12 32. PUBLICITY

13 32.1 Information and solicitations, prepared and released by
14 CONTRACTOR, concerning the services provided under this Agreement shall state
15 that the program, wholly or in part, is funded through COUNTY, State and
16 Federal government funds.

17 32.2 CONTRACTOR shall not disclose any details in connection with this
18 Agreement to any person or entity except as may be otherwise provided
19 hereunder or required by law. However, in recognizing CONTRACTOR's need to
20 identify its services and related clients to sustain itself, COUNTY shall not
21 inhibit CONTRACTOR from publishing its role under this Agreement within the
22 following conditions:

23 32.2.1 CONTRACTOR shall develop all publicity material in a
24 professional manner; and

25 32.2.2 During the term of this Agreement, CONTRACTOR shall not,
26 and shall not authorize another to, publish or disseminate any commercial
27 advertisements, press releases, feature articles, or other materials using the
28 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not

1 unreasonably withhold written consent.

2 32.3 COUNTY shall not use the name(s), symbols, trademarks, or service
3 marks, presently existing or hereafter established, of CONTRACTOR in any
4 advertisement, press release, feature articles, or other materials without the
5 prior written approval of CONTRACTOR. CONTRACTOR shall not unreasonably
6 withhold written consent. CONTRACTOR herein provides written consent to the
7 COUNTY to use the CONTRACTOR's name in the governmental administration of this
8 agreement.

9 33. COUNTY RESPONSIBILITIES

10 ADMINISTRATOR will provide consultation and technical assistance, and
11 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

12 34. REFERRALS

13 34.1 CONTRACTOR shall provide the services described under this
14 Agreement to individuals referred by ADMINISTRATOR.

15 35. REPORTS

16 35.1 CONTRACTOR shall provide information deemed necessary by
17 ADMINISTRATOR to complete any State-required reports related to the services
18 provided under this Agreement.

19 35.2 CONTRACTOR shall maintain records and submit reports containing
20 such data and information regarding the performance of CONTRACTOR's services,
21 costs or other data relating to this Agreement, as may be reasonably requested
22 by ADMINISTRATOR, upon a form approved by ADMINISTRATOR and CONTRACTOR.

23 36. ENERGY EFFICIENCY STANDARDS

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

27 37. ENVIRONMENTAL PROTECTION STANDARDS

28 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC

1 Section 7401 et seq.], the Clean Water Act (Title 33 USC Section 1251 et
2 seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter
3 referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be
4 hereafter amended. Under these laws and regulations, CONTRACTOR assures that:

5 37.1 No facility to be utilized in the performance of the proposed
6 grant has been listed on the EPA List of Violating Facilities;

7 37.2 It will notify COUNTY prior to award of the receipt of any
8 communication from the Director, Office of Federal Activities, U.S. EPA,
9 indicating that a facility to be utilized for the grant is under consideration
10 to be listed on the EPA List of Violating Facilities; and

11 37.3 It will notify COUNTY and the EPA about any known violation of the
12 above laws and regulations.

13 38. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
14 CERTAIN FEDERAL TRANSACTIONS

15 CONTRACTOR shall be in compliance with Section 319 of Public Law 101-121
16 pursuant to Title 31 USC Section 1352 and the guidelines with respect to those
17 provisions set down by the OMB and published in the Federal Register dated
18 December 20, 1989, Volume 54, No. 243, pp. 52306-52332. Under these laws and
19 regulations, it is mutually understood that any contract which utilizes
20 Federal monies in excess of \$100,000 must contain and CONTRACTOR must comply
21 with the following provisions:

22 A. The definitions and prohibitions contained in the clause at
23 Federal Acquisition Regulation 52.203-12, Limitation on Payments to Influence
24 Certain Federal Transactions, included in this solicitation, are hereby
25 incorporated by reference in paragraph (B) of this certification.

26 B. The offeror, by signing its offer, hereby certifies to the
27 best of his or her knowledge and belief as of December 23, 1989, that

28 1) No Federal appropriated funds have been paid or will

1 be paid to any person for influencing or attempting to influence an officer or
2 employee of any agency, a Member of Congress, an officer or employee of
3 Congress, or an employee of a Member of Congress on his or her behalf in
4 connection with the awarding of any Federal contract, the making of any
5 Federal grant, the making of any Federal loan, the entering into of any
6 cooperative agreement, and the extension, continuation, renewal, amendment or
7 modification of any Federal contract, grant, loan or cooperative agreement;

8 2) If any funds other than Federal appropriated funds
9 (including profit or fee received under a covered Federal transaction) have
10 been paid, or will be paid, to any person for influencing or attempting to
11 influence an officer or employee of any agency, a Member of Congress, an
12 officer or employee of Congress, or an employee of a Member of Congress on his
13 or her behalf in connection with this solicitation, the offeror shall complete
14 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
15 Activities, to the Contracting Officer; and

16 3) He or she will include the language of this
17 certification in all subcontract awards at any tier and require that all
18 recipients of subcontract awards in excess of \$100,000 shall certify and
19 disclose accordingly.

20 C. Submission of this certification and disclosure is a
21 prerequisite for making or entering into this Agreement imposed by Section
22 1352, Title 31, USC. Any person who makes an expenditure prohibited under
23 this provision or who fails to file or amend the disclosure form to be filed
24 or amended by this provision, shall be subject to a civil penalty of not less
25 than \$10,000, and not more than \$100,000, for each such failure.

26 39. POLITICAL ACTIVITY

27 CONTRACTOR agrees that the funds provided herein shall not be used to
28 promote, directly or indirectly, any political party, political candidate or

1 political activity, except as permitted by law.

2 40. TERMINATION PROVISIONS

3 40.1 Either party may terminate this Agreement without penalty
4 immediately with cause or after thirty (30) days written notice without cause,
5 unless otherwise specified. Notice shall be deemed served in accordance with
6 Section 10.1 hereof. Cause shall be defined as any breach of contract, any
7 misrepresentation or fraud on the part of a party, or if the subcontract
8 agreement with CHOC is terminated or canceled for any reason. Except as
9 provided otherwise hereunder, exercise by ADMINISTRATOR of the right to
10 terminate this Agreement shall relieve COUNTY of all further obligation under
11 this Agreement.

12 40.2 Upon termination, or notice thereof, CONTRACTOR agrees to
13 cooperate with ADMINISTRATOR in the orderly transfer of service
14 responsibilities, active case records, and pertinent documents.

15 40.3 The obligations of COUNTY under this Agreement are contingent upon
16 the availability of Federal and/or State funds, as applicable, for the
17 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
18 for the services hereunder in the budget approved by the Orange County Board
19 of Supervisors each fiscal year this Agreement remains in effect or operation.
20 In the event that such funding is terminated or reduced, ADMINISTRATOR may
21 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
22 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
23 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
24 notification of such determination. CONTRACTOR shall immediately comply with
25 ADMINISTRATOR's decision; provided, however, that CONTRACTOR may terminate
26 this Agreement upon written notice to COUNTY if COUNTY determines to reduce
27 COUNTY's maximum obligation or modify this Agreement.

28 40.4 If any provision of this Agreement or the application thereof is

1 held invalid, the remainder of this Agreement shall not be affected thereby.

2 41. GOVERNING LAW AND VENUE

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

12 42. THE REGENTS

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

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

1 (b) None of the Excluded UC Affiliates shall constitute or be deemed
2 to constitute an affiliate of the Regents or of the University of California,
3 Irvine Medical Center for any purpose under this Agreement; and

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

10 43. SIGNATURE IN COUNTERPARTS

11 The parties agree that separate copies of this Agreement may be signed
12 by each of the parties and this Agreement will have the same force and effect
13 as if the original had been signed by all the parties.

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

By: Teresa Conk
TERESA CONK
CHIEF STRATEGY OFFICER AND
ASSOCIATE VICE CHANCELLOR, UCI HEALTH
THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, AS DESCRIBED
IN ARTICLE IX, OF SECTION 9, OF THE
CALIFORNIA CONSTITUTION, ON BEHALF OF
UNIVERSITY OF CALIFORNIA, IRVINE
SCHOOL OF MEDICINE
DEPARTMENT OF PEDIATRICS

By: _____
CHAIRWOMAN
OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: 11/14/16

Dated: _____

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

ROBIN STIELER
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: Annello
DEPUTY

Dated: 11/10/16

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 THE CHILD ABUSE MEDICAL SERVICES PROVIDER

1. POPULATION TO BE SERVED

1.1 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.

1.2 CONTRACTOR shall also provide services to developmentally delayed and/or disabled adults eighteen (18) years and older, who cannot be adequately served by adult programs due to their special needs, and have been referred by law enforcement or Adult Protective Services (APS).

1.3 Children and adults to be served by CONTRACTOR shall hereinafter be referred to as "PATIENTS."

2. SERVICES PROVIDED BY LOCATION

As detailed below, CONTRACTOR will provide forensic medical examinations, physical abuse and neglect assessments, referrals to on-site subspecialists and extensive diagnostic and treatment services for PATIENTS who require evaluation of or treatment for abuse or neglect.

1 2.1 Child Abuse Services Team (CAST) Medical Facility

2 The CAST site was established in 1989 as a multidisciplinary
3 program that enables social services, law enforcement, deputy district
4 attorneys, medical providers and therapists to collaborate on child abuse
5 investigations. Medical evaluations at the CAST site are most appropriate
6 when the investigations involve felony child abuse and are intended
7 specifically to support child sexual abuse evaluations.

8 CONTRACTOR shall deliver the following services in a manner that
9 is culturally sensitive and linguistically appropriate to meet the primary
10 language needs of those served. Services provided at this location shall
11 include, but are not limited to:

12 2.1.1 Medical Services:

13 2.1.1.1 Coordination of all medical examinations and
14 consultations required at the CAST Medical Facility (onsite or offsite);

15 2.1.1.2 Onsite abuse or neglect medical, forensic and
16 appropriate follow-up examinations;

17 2.1.1.3 Physician oversight, supervision and training
18 of medical staff;

19 2.1.1.4 Proper documentation of services and
20 activities in a manner that allows information to be effectively and
21 accurately retrieved and presented to the Court, collaborators or the
22 community;

23 2.1.1.5 Ensure medical records of child maltreatment
24 cases are made available to ADMINISTRATOR.

25 2.1.1.6 Ensure secure chain of custody of records and
26 potential evidence;

27 2.1.1.7 Expert testimony in criminal and juvenile
28 court proceedings;

1 2.1.1.8 Full responsibility of the medical services
2 component at the CAST Facility; and

3 2.1.1.9 Full participation in peer review activities,
4 CAST Policy Board and operational meetings.

5 2.1.2 Consultation Services:

6 2.1.2.1 Consultation services to ADMINISTRATOR or its
7 designee, District Attorney, Sheriff-Coroner staff, law enforcement and County
8 Counsel on reported abuse or neglect cases may include, but are not limited
9 to, review of medical records, review of photographs, evaluation of diagnostic
10 tests, discussions with assigned social workers and caregivers, conferences
11 with CAST Team members, other medical child protective team staff or medical
12 providers, make recommendations for further action and render medical
13 opinions.

14 2.1.2.2 Consultation services to medical staff in
15 support of the accurate diagnosis of abuse or neglect may include, but is not
16 limited to, discussions of cases with collateral personnel and review of
17 PATIENT medical records.

18 2.1.2.3 Participation in pre- and post-interview
19 debriefings with interview observers (limited to law enforcement, medical
20 providers, SSA CFS staff, deputy district attorneys, volunteer advocates and
21 mental health providers).

22 2.1.2.4 Referral of PATIENTS to services, such as
23 therapy, dental, subspecialties and/or other necessary programs or providers.

24 2.1.3 Training:

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

27 2.1.3.1 Healthcare workers, including public health
28 nurses, first responders and the medical community;

1 2.1.3.2 Medical students and residents;

2 2.1.3.3 CAST Team participants such as law
3 enforcement officers, SSA social workers, volunteer advocates, deputy district
4 attorneys, victim witness and therapists;

5 2.1.3.4 Mandated reporters, civic organizations and
6 the general public; and

7 2.1.3.5 Educational institutions, colleges,
8 universities, workshops and conferences.

9 2.2 Physical Abuse and Neglect Diagnosis and Assessment (PANDA) Clinic

10 The PANDA Clinic will assess injuries that may be a result of
11 child abuse that are not appropriate for the CAST Medical Facility. The PANDA
12 Clinic will provide extensive services, medical tests and referrals to
13 pediatric subspecialists not available at the CAST site.

14 CONTRACTOR, through its subcontractor CHOC, shall deliver the
15 following services in a manner that is culturally sensitive and linguistically
16 appropriate to meet the primary language needs of those served. Services
17 provided at this location shall include but are not limited to:

18 2.2.1 Medical Services:

19 2.2.1.1 Coordination of all medical examinations and
20 consultations required at the PANDA Clinic (onsite or offsite);

21 2.2.1.2 Onsite abuse or neglect medical, forensic and
22 appropriate follow-up examinations;

23 2.2.1.3 Patient referral for diagnostic testing and
24 subspecialists, as needed;

25 2.2.1.4 Physician oversight, supervision and training
26 of medical staff;

27 2.2.1.5 Proper documentation of services and
28 activities in a manner that allows information to be effectively and

1 accurately retrieved and presented to the Court, collaborators or the
2 community;

3 2.2.1.6 Ensure medical records of child maltreatment
4 cases are made available to ADMINISTRATOR.

5 2.2.1.7 Ensure secure chain of custody of records and
6 potential evidence; and

7 2.2.1.8 Expert testimony in criminal and juvenile
8 court proceedings.

9 2.2.2 Consultation Services:

10 2.2.2.1 Consultation services to ADMINISTRATOR or its
11 designee, District Attorney, Sheriff-Coroner staff, law enforcement and County
12 Counsel on reported abuse or neglect cases may include, but are not limited
13 to, review of medical records, review of photographs, evaluation of diagnostic
14 tests, discussions with assigned social workers and caregivers, conferences
15 with other medical staff and collaborator agencies, make recommendations for
16 further action and render medical opinions.

17 2.2.2.2 Consultation services to medical staff in
18 support of the accurate diagnosis of abuse or neglect may include, but is not
19 limited to, discussions of cases with collateral personnel and review of
20 PATIENT medical records.

21 2.2.2.3 Referral of PATIENTS to services such as
22 therapy, dental, subspecialties and/or other necessary programs or providers.

23 2.2.3 Training:

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

26 2.2.3.1 Healthcare workers including public health
27 nurses, first responders and the medical community;

28 2.2.3.2 Medical students and residents;

1 2.2.3.3 Public health nurses, law enforcement
2 officers, SSA social workers, volunteer advocates, deputy district attorneys,
3 victim witness, therapists and first responders.

4 3. GOALS, STRATEGIES AND OUTCOMES BY LOCATION

5 3.1 CAST Medical Facility

6 3.1.1 CONTRACTOR shall provide services to PATIENTS of the CAST
7 Medical Facility in a timely manner as measured in 3.1.2.

8 3.1.2 To the extent permitted under applicable privacy laws,
9 CONTRACTOR shall collect and submit to ADMINISTRATOR monthly data with respect
10 to its services at the CAST Medical Facility, including, but not limited to,
11 location of service, number of PATIENTS served, age and gender of PATIENTS,
12 type of exam performed, when exam is offered and when exam is performed, and
13 reason exam was not performed.

14 3.2 PANDA Clinic

15 3.2.1 CONTRACTOR, through its subcontractor CHOC, shall provide
16 services to PATIENTS of the PANDA Clinic a maximum of four to five (4-5)
17 working days per week, or as determined by ADMINISTRATOR and CONTRACTOR.

18 3.2.2 CONTRACTOR shall collect and submit to ADMINISTRATOR
19 monthly data with respect to its services at the PANDA Clinic, including, but
20 not limited to, number of PATIENTS served, PATIENTS' age and gender, date of
21 referral to clinic and date of service.

22 4. QUALITY ASSURANCE

23 4.1 CONTRACTOR shall support the ADMINISTRATOR's Medical Director in
24 collaborative work with community providers to develop standards of care and
25 protocols for key medical settings in the County.

26 4.2 CONTRACTOR shall engage in evaluation activities of the services
27 provided to enhance the programs, as determined by ADMINISTRATOR.

28 4.3 ADMINISTRATOR will provide feedback on CONTRACTOR'S performance in

1 accordance with services provided under this Agreement.

2 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

3 In addition to providing the services described in Paragraph 2 of this
4 Exhibit A, CONTRACTOR agrees to:

5 5.1 Participate in and support the establishment of a group to guide
6 expansion and enhancement efforts and related services that may include, but
7 are not limited to development of protocols, peer review processes, child
8 protection team meeting structures, training and educational material.

9 5.2 Participate in child protection team meetings consisting of
10 representatives from SSA, medical services, the District Attorney's Office,
11 law enforcement agencies, behavioral health personnel and community agencies
12 to review and coordinate critical cases.

13 5.3 Participate in countywide child abuse prevention efforts,
14 including the Suspected Child Abuse and Neglect Teams, Child Abuse and Injury
15 Prevention Committee, Orange County Child Death Review Team and Working to End
16 Child Abuse and Neglect Coalition.

17 5.4 Participate in CAST Program case review meetings and monthly staff
18 meetings.

19 5.5 Participate in CAST Policy Board meetings, which are comprised of
20 County of Orange Agency Directors and other representatives from sponsoring
21 agencies, and are used to address policy issues that impact upon the Program.

22 6. ADMINISTRATOR RESPONSIBILITIES

23 ADMINISTRATOR will:

24 6.1 Provide office space, office furniture and office equipment at the
25 CAST Facility for medical staff assigned to this program. The precise
26 location, size and type of said office space, office furniture and office
27 equipment will be determined by ADMINISTRATOR.

28 6.2 Allow sufficient space and access to resources in order to support

1 the clinical functions of the medical services provider as determined by
2 ADMINISTRATOR and in compliance with applicable State and Federal regulations.

3 7. FACILITIES

4 7.1 CAST Medical Facility services shall be provided at:

5 Orangewood Children and Family Center (OCFC)

6 401 The City Drive

7 Orange, CA 92868

8 7.2 PANDA Clinic services shall be provided at CHOC, UCI's
9 subcontractor, located at:

10 CHOC Children's Health Center Orange Centrum

11 1120 W. La Veta Ave., Ste. 125

12 Orange, CA 92868

13 7.3 CONTRACTOR may utilize the CAST Medical Facility or the PANDA
14 Clinic for the purpose of educating and training medical residents or students
15 and/or students of nurse or nurse practitioner programs.

16 7.4 CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to
17 the facility(ies) and location(s) where services shall be provided without
18 changing COUNTY's maximum obligation.

19 8. HOURS OF OPERATION BY LOCATION

20 8.1 CAST Medical Facility

21 Services shall be provided during hours that are responsive to the
22 needs of the target population(s) as determined by ADMINISTRATOR. At a
23 minimum, CONTRACTOR shall provide services for the following amount of hours
24 per week, as prioritized and directed by ADMINISTRATOR:

25 8.1.1 CONTRACTOR's nurse practitioner, licensed vocational
26 nurse and office manager shall each provide services an average of forty (40)
27 hours per week; and

28 8.1.2 CONTRACTOR's physician shall provide services an average

1 of twelve (12) hours per week.

2 8.2 PANDA Clinic

3 Services shall be provided during hours that are responsive to the
4 needs of the target population(s) as determined by ADMINISTRATOR. At a
5 minimum, CONTRACTOR, through its subcontractor CHOC, shall provide services
6 for the following amount of hours per week, as prioritized and directed by
7 ADMINISTRATOR:

8 8.2.1 CONTRACTOR's licensed vocational nurse, social worker,
9 and psychologist shall each provide services an average of four (4) hours per
10 week; and

11 8.2.2 CONTRACTOR's physician shall provide services an average
12 of six (6) hours per week.

13 8.3 Schedule changes and additional work hours per week to perform the
14 services specified in Paragraph 2, of this Exhibit A, may be requested by
15 CONTRACTOR and may be performed with approval of ADMINISTRATOR.

16 9. REPORTS

17 9.1 CONTRACTOR shall submit a complete and accurate monthly activity
18 report to ADMINISTRATOR, on a form approved by ADMINISTRATOR and CONTRACTOR.
19 The monthly activity report shall include, but is not limited to, data on
20 PATIENTS served, services performed by CONTRACTOR's physician and activities
21 executed in accordance with Paragraph 2, of this Exhibit A. The monthly
22 report shall be submitted to ADMINISTRATOR by the tenth (10th) calendar day of
23 the month, covering statistics, services and activities performed in the
24 preceding month.

25 9.2 CONTRACTOR shall provide additional reports as mutually agreed
26 upon between CONTRACTOR and ADMINISTRATOR, regarding services and activities
27 performed hereunder. ADMINISTRATOR shall be specific as to the nature of
28 information requested and allow thirty (30) calendar days for CONTRACTOR to

1 respond.

2 9.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
3 delete, waive or otherwise modify reporting requirements, as stated in this
4 Paragraph.

5 10. ADDITIONAL BILLING

6 10.1 CONTRACTOR will bill law enforcement agencies (e.g. police
7 departments) for forensic sexual exams authorized by said law enforcement
8 agencies and bill other entities (i.e. health insurance) for non-forensic
9 services when applicable. CONTRACTOR shall diligently seek reimbursements for
10 reimbursable services.

11 11. BUDGET

12 11.1 The budget for services provided pursuant to Exhibit A of this
13 Agreement is set forth as follows:

14 BUDGET FOR THE PERIOD OF JANUARY 1, 2017 THROUGH JUNE 30, 2017

15 LINE ITEMS

<u>SALARIES - CAST MEDICAL FACILITY</u>	<u>FTE⁽¹⁾</u>	<u>BUDGET</u>
Office Manager	1.00	\$ 21,800
Nurse Practitioner	1.00	58,725
Licensed Vocational Nurse	1.00	24,795
Medical Physician	0.30	<u>24,750</u>
SUBTOTAL SALARIES:		\$ 130,070
Benefits ⁽³⁾		<u>59,687</u>
SUBTOTAL CAST MEDICAL FACILITY SALARIES AND BENEFITS:		\$ 189,757
<u>SALARIES - PANDA CLINIC</u>		
Psychologist	0.20	\$ 9,708
Licensed Vocational Nurse	0.15	3,588
Social Worker	0.15	6,396
Medical Physician	0.15	<u>13,572</u>
SUBTOTAL SALARIES:		\$ 32,964
Benefits ⁽³⁾		<u>9,230</u>
SUBTOTAL PANDA CLINIC SALARIES AND BENEFITS:		\$ 42,194

1	TOTAL SALARIES AND BENEFITS:		\$ 231,951
2	<u>SERVICES AND EXPENSES - CAST MEDICAL FACILITY</u>		
3	Expert Witness, Sexual Abuse (Criminal Court)		3,600
4	Expert Witness, Physical Abuse (Criminal Court)		3,600
5	Expert Witness (Dependency Court)		3,630
6	Supplies/Equipment		31,857
7	Malpractice Insurance		2,079
8	University Overhead ⁽⁴⁾		<u>26,208</u>
9	SUBTOTAL CAST MEDICAL FACILITY SERVICES AND EXPENSES		\$ 70,974
10	<u>SERVICES AND EXPENSES - PANDA CLINIC</u>		
11	Space/Supplies		\$ 6,075
12	SUBTOTAL PANDA CLINIC SERVICES AND EXPENSES		\$ 6,075
13	TOTAL SERVICES AND EXPENSES		\$ 77,049
14	TOTAL LINE ITEM BUDGET FOR YEAR 1 (1/1/17 - 6/30/17)		\$ 309,000
15	<u>BUDGET FOR THE PERIOD OF JULY 1, 2017 THROUGH JUNE 30, 2018</u>		
16	<u>LINE ITEMS</u>		
17	<u>SALARIES - CAST MEDICAL FACILITY</u>	<u>FTE⁽¹⁾</u>	<u>BUDGET</u>
18	Office Manager	1.00	\$ 44,908
19	Nurse Practitioner	1.00	120,974
20	Licensed Vocational Nurse	1.00	51,078
21	Medical Physician	0.30	<u>49,500</u>
22	SUBTOTAL SALARIES:		\$266,460
23	Benefits ⁽³⁾		<u>128,393</u>
24	SUBTOTAL CAST MEDICAL FACILITY SALARIES AND BENEFITS:		\$394,853
25	<u>SALARIES - PANDA CLINIC</u>		
26	Psychologist	0.20	\$ 19,284
27	Licensed Vocational Nurse	0.15	7,354
28	Social Worker	0.15	13,110
29	Medical Physician	0.15	<u>27,821</u>
30	SUBTOTAL SALARIES:		\$ 67,569
31	Benefits ⁽³⁾		<u>18,920</u>
32	SUBTOTAL PANDA CLINIC SALARIES AND BENEFITS:		\$ 86,489

1	TOTAL SALARIES AND BENEFITS:		\$481,342
2	<u>SERVICES AND EXPENSES - CAST MEDICAL FACILITY</u>		
3	Expert Witness, Sexual Abuse (Criminal Court)		7,200
4	Expert Witness, Physical Abuse (Criminal Court)		7,200
5	Expert Witness (Dependency Court)		7,260
6	Supplies/Equipment		25,329
7	Malpractice Insurance		4,240
8	University Overhead ⁽⁴⁾		<u>55,279</u>
9	SUBTOTAL CAST MEDICAL FACILITY SERVICES AND EXPENSES		\$106,508
10	<u>SERVICES AND EXPENSES - PANDA CLINIC</u>		
11	Space/Supplies		\$ 12,150
12	SUBTOTAL PANDA CLINIC SERVICES AND EXPENSES		\$ 12,150
13	TOTAL SERVICES AND EXPENSES		\$118,658
14	TOTAL LINE ITEM BUDGET FOR YEAR 2 (7/1/17 - 6/30/18)		\$600,000
15	<u>BUDGET FOR THE PERIOD OF JULY 1, 2018 THROUGH JUNE 30, 2019</u>		
16	<u>LINE ITEMS</u>		
17	<u>SALARIES - CAST MEDICAL FACILITY</u>	<u>FTE⁽¹⁾</u>	<u>BUDGET</u>
18	Office Manager	1.00	\$ 45,806
19	Nurse Practitioner	1.00	123,393
20	Licensed Vocational Nurse	1.00	52,100
21	Medical Physician	0.30	<u>49,500</u>
22	SUBTOTAL SALARIES:		\$270,799
23	Benefits ⁽³⁾		<u>130,445</u>
24	SUBTOTAL CAST MEDICAL FACILITY SALARIES AND BENEFITS:		\$401,244
25	<u>SALARIES - PANDA CLINIC</u>		
26	Psychologist	0.20	\$ 19,768
27	Licensed Vocational Nurse	0.15	7,538
28	Social Worker	0.15	13,438
29	Medical Physician	0.15	<u>28,517</u>
30	SUBTOTAL SALARIES:		\$ 69,261
31	Benefits ⁽³⁾		<u>19,393</u>
32	SUBTOTAL PANDA CLINIC SALARIES AND BENEFITS:		\$ 88,654

1	TOTAL SALARIES AND BENEFITS:		\$489,898
2	<u>SERVICES AND EXPENSES - CAST MEDICAL FACILITY</u>		
3	Expert Witness, Sexual Abuse (Criminal Court)		7,200
4	Expert Witness, Physical Abuse (Criminal Court)		7,200
5	Expert Witness (Dependency Court)		7,260
6	Supplies/Equipment		20,878
7	Malpractice Insurance		4,240
8	University Overhead ⁽⁴⁾		<u>56,174</u>
9	SUBTOTAL CAST MEDICAL FACILITY SERVICES AND EXPENSES		\$102,952
10	<u>SERVICES AND EXPENSES - PANDA CLINIC</u>		
11	Space/Supplies		\$ 12,150
12	SUBTOTAL PANDA CLINIC SERVICES AND EXPENSES		\$ 12,150
13	TOTAL SERVICES AND EXPENSES		\$115,102
14	TOTAL LINE ITEM BUDGET FOR YEAR 3 (7/1/18 - 6/30/19)		\$605,000
15	<u>BUDGET FOR THE PERIOD OF JULY 1, 2019 THROUGH JUNE 30, 2020</u>		
16	<u>LINE ITEMS</u>		
17	<u>SALARIES - CAST FACILITY</u>	<u>FTE⁽¹⁾</u>	<u>BUDGET</u>
18	Office Manager	1.00	\$ 47,180
19	Nurse Practitioner	1.00	127,095
20	Licensed Vocational Nurse	1.00	53,662
21	Medical Physician	0.30	<u>49,500</u>
22	SUBTOTAL SALARIES:		\$277,437
23	Benefits ⁽³⁾		<u>131,776</u>
24	SUBTOTAL CAST MEDICAL FACILITY SALARIES AND BENEFITS:		\$409,213
25	<u>SALARIES - PANDA CLINIC</u>		
26	Psychologist	0.20	\$ 20,361
27	Licensed Vocational Nurse	0.15	7,764
28	Social Worker	0.15	13,841
29	Medical Physician	0.15	<u>29,373</u>
30	SUBTOTAL SALARIES:		\$ 71,339
31	Benefits ⁽³⁾		<u>19,974</u>
32	SUBTOTAL PANDA CLINIC SALARIES AND BENEFITS:		\$ 91,313

1	TOTAL SALARIES AND BENEFITS:		\$500,526
2	<u>SERVICES AND EXPENSES - CAST MEDICAL FACILITY</u>		
3	Expert Witness, Sexual Abuse (Criminal Court)		7,200
4	Expert Witness, Physical Abuse (Criminal Court)		7,200
5	Expert Witness (Dependency Court)		7,260
6	Supplies/Equipment		20,684
7	Malpractice Insurance		4,325
8	University Overhead ⁽⁴⁾		<u>57,290</u>
9	SUBTOTAL CAST MEDICAL FACILITY SERVICES AND EXPENSES		\$103,959
10	<u>SERVICES AND EXPENSES - PANDA CLINIC</u>		
11	Space/Supplies		\$ 12,515
12	SUBTOTAL PANDA CLINIC SERVICES AND EXPENSES		\$ 12,515
13	TOTAL SERVICES AND EXPENSES		\$116,474
14	TOTAL LINE ITEM BUDGET FOR YEAR 4 (7/1/19 - 6/30/20)		\$617,000
15	<u>BUDGET FOR THE PERIOD OF JULY 1, 2020 THROUGH JUNE 30, 2021</u>		
16	<u>LINE ITEMS</u>		
17	<u>SALARIES - CAST MEDICAL FACILITY</u>	<u>FTE⁽¹⁾</u>	<u>BUDGET</u>
18	Office Manager	1.00	\$ 48,569
19	Nurse Practitioner	1.00	130,908
20	Licensed Vocational Nurse	1.00	55,272
21	Medical Physician	0.30	<u>49,500</u>
22	SUBTOTAL SALARIES:		\$284,249
23	Benefits ⁽³⁾		<u>134,940</u>
24	SUBTOTAL CAST MEDICAL FACILITY SALARIES AND BENEFITS:		\$419,189
25	<u>SALARIES - PANDA CLINIC</u>		
26	Psychologist	0.20	\$ 20,972
27	Licensed Vocational Nurse	0.15	7,997
28	Social Worker	0.15	14,257
29	Medical Physician	0.15	<u>30,254</u>
30	SUBTOTAL SALARIES:		\$ 73,480
31	Benefits ⁽³⁾		<u>20,573</u>
32	SUBTOTAL PANDA CLINIC SALARIES AND BENEFITS:		\$ 94,053
33	TOTAL SALARIES AND BENEFITS:		\$513,242

SERVICES AND EXPENSES - CAST MEDICAL FACILITY

Expert Witness, Sexual Abuse (Criminal Court)	7,200
Expert Witness, Physical Abuse (Criminal Court)	7,200
Expert Witness (Dependency Court)	7,260
Supplies/Equipment	20,197
Malpractice Insurance	4,325
University Overhead ⁽⁴⁾	<u>58,686</u>
SUBTOTAL CAST MEDICAL FACILITY SERVICES AND EXPENSES	\$104,868

SERVICES AND EXPENSES - PANDA CLINIC

Space/Supplies	<u>\$ 12,890</u>
SUBTOTAL PANDA CLINIC SERVICES AND EXPENSES	\$ 12,890

TOTAL SERVICES AND EXPENSES	\$117,758
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TOTAL LINE ITEM BUDGET FOR YEAR 5 (7/1/20 - 6/30/21)	\$631,000
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TOTAL MAXIMUM COUNTY OBLIGATION (1/1/17- 6/30/21)	\$ 2,762,000
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⁽¹⁾ For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

⁽²⁾ Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum rate.

⁽³⁾ Employee Benefits include contributions to retirement plans; old age, survivor and disability insurance; Medicare; health insurance; dental insurance; vision insurance; Annuitant Health; Office of the President Benefit Admin Assessment; UCI Paid Life Insurance; non-industrial disability benefit; Employee Support Program; Employee Practice Liability; Federal Unemployment Tax, State Unemployment Tax and Workers' Compensation Tax, based on the currently prevailing rates; vacation accrual limited to the amount of vacation time earned during the period of employment during the term of this Agreement.

⁽⁴⁾ Overhead Costs include but are not limited to payroll administration; contract administration; finance support; human resources support; Office of the President Assessment; and physician medical staff dues.

11.2 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as

1 stated in Subparagraph 20.1 of this Agreement or reducing the level of service
2 to be provided by CONTRACTOR. Further, in accordance with Subparagraph 40.3
3 of this Agreement, in the event ADMINISTRATOR reduces the maximum obligation
4 as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually
5 agree in writing to proportionately reduce the service goals as set forth in
6 this Exhibit.

7 12. STAFF

8 12.1 CONTRACTOR shall provide the following described staff positions
9 and shall submit, in a format provided and/or approved by ADMINISTRATOR,
10 monthly staffing reports to ADMINISTRATOR. Staffing Reports shall report
11 actual staff hours worked by position, and shall include the position title
12 and monthly salary and benefits. CONTRACTOR shall recruit, train and
13 supervise staff in accordance with standards developed by ADMINISTRATOR for
14 provision of service required in this Agreement.

15 13. MINIMUM STAFFING EDUCATION, EXPERIENCE AND DUTIES REQUIREMENTS BY
16 LOCATION

17 13.1 CAST Medical Facility

18 The following indicates the minimum education and experience
19 requirements and duties for direct services staff. Proof of education,
20 experiences and licensure shall be required. ADMINISTRATOR reserves the right
21 to make modifications to Minimum Staffing Education and Experience
22 Requirements as it deems to be in the best interest of COUNTY. The CONTRACTOR
23 shall provide the following described staff positions:

24 13.1.1 Physician

25 Duties:

26 13.1.1.1 Perform forensic abuse or neglect medical
27 examinations.

28 13.1.1.2 Provide consultation to ADMINISTRATOR or its

1 designees, law enforcement, County Counsel, District Attorney, and Sheriff-
2 Coroner staff on reported abuse or neglect cases. Consultation may include,
3 but is not limited to, review of medical records and photographs, evaluation
4 of diagnostic tests, discussion of information with assigned social workers,
5 medical providers and caregivers, conferences with CAST Team members or other
6 medical child protective team staff, make recommendations for further action
7 and render medical opinions. Action may include having the child seen by
8 medical providers at the CAST Medical Facility or at the PANDA Clinic.

9 13.1.1.3 Provide consultation to the nurse
10 practitioner to support the accurate diagnosis of abuse or neglect;

11 13.1.1.4 Provide consultation to legal team involved
12 in criminal and juvenile court proceedings;

13 13.1.1.5 Give expert testimony, which may include, but
14 is not limited to, testimony in criminal and juvenile court proceedings as
15 mandated by subpoena;

16 13.1.1.6 Educate and train residents or medical
17 students, and/or students of nurse or nurse practitioner programs at the CAST
18 Medical Facility and/or agreed upon location; and

19 13.1.1.7 Educate social workers, nurses and/or SSA
20 staff at the discretion of the ADMINISTRATOR.

21 Qualifications:

22 13.1.1.8 Board certified/eligible Child Abuse
23 Pediatrician, in good standing.

24 13.1.1.9 Experience in giving expert witness court
25 testimony in child abuse cases is preferred.

26 13.1.1.10 Experience working in a collaborative, multi-
27 disciplinary setting.

28 13.1.1.11 Teaching experience with residents, the

1 community, etc. is preferred.

2 13.1.1.12 Knowledge of the systems involved in child
3 protection and prosecution.

4 13.1.1.13 Effective oral, written and interpersonal
5 communication skills.

6 13.1.2 Nurse Practitioner

7 Duties:

8 13.1.2.1 Perform forensic sexual assault and other
9 child maltreatment medical examinations;

10 13.1.2.2 Oversee medical staff and daily operation of
11 the medical unit;

12 13.1.2.3 Provide consultation to ADMINISTRATOR or its
13 designees, law enforcement, County Counsel, District Attorney, and Sheriff-
14 Coroner staff on reported abuse or neglect cases, which may include, but is
15 not limited to review of medical records and photographs, evaluation of
16 diagnostic tests, discussion of information with assigned social workers,
17 other medical providers and caregivers, conferences with CAST Team members or
18 other medical child protective team staff; make recommendations for further
19 action and render medical opinions;

20 13.1.2.4 Provide consultation to legal team involved
21 in criminal and juvenile court proceedings; and

22 13.1.2.5 Give expert testimony, which may include, but
23 is not limited to, testimony in criminal and juvenile court proceedings as
24 mandated by subpoena; and

25 Qualifications:

26 13.1.2.6 Certified in Family Medicine or Pediatrics,
27 in good standing.

28 13.1.2.7 Minimum one (1) year of experience examining

1 children.

2 13.1.2.8 Attention to detail when completing written
3 and photographic documentation.

4 13.1.2.9 Effective oral, written and interpersonal
5 communication skills with patients, their families/caregivers and other team
6 members.

7 13.1.2.10 Experience working in a collaborative, multi-
8 disciplinary setting.

9 13.1.2.11 Knowledge of the systems involved in child
10 protection and prosecution is preferred.

11 13.1.2.12 Willingness to testify in legal proceedings.

12 13.1.3 Licensed Vocational Nurse

13 Duties:

14 13.1.3.1 Assist the Nurse Practitioner or Physician
15 with PATIENTS;

16 13.1.3.2 Assist with specimen collection, packaging
17 and paperwork;

18 13.1.3.3 Track and order necessary supplies and
19 inventory;

20 13.1.3.4 Assist Office Manager as needed;

21 13.1.3.5 Maintain professional licensure in good
22 standing; and

23 13.1.3.6 Other duties as determined by CONTRACTOR.

24 Qualifications:

25 13.1.3.7 Graduate of an accredited school for licensed
26 vocational nursing.

27 13.1.3.8 Current licensure in the State of California,
28 in good standing.

1 13.1.3.9 Knowledge of Pediatrics or Family Medicine
2 nursing.

3 13.1.3.10 Comfortable working in the field of child
4 maltreatment.

5 13.1.3.11 Effective oral and written communication
6 skills.

7 13.1.3.12 Highly organized, motivated and able to work
8 independently.

9 13.1.3.13 Must demonstrate customer service skills and
10 interact well with PATIENTS, collaborators and the community.

11 13.1.3.14 Spanish bilingual proficiency is preferred
12 but not mandatory.

13 13.1.4 Office Manager/Administrator

14 Duties:

15 13.1.4.1 Perform administrative support such as
16 answering phones, setting up and coordinating meetings and conferences, and
17 preparing statistical reports as required by collaborator agencies:

18 13.1.4.2 Coordinate appointment scheduling of PATIENTS
19 and register PATIENTS into the Electronic Medical Records (EMR) system;

20 13.1.4.3 Maintain database and records;

21 13.1.4.4 Order office supplies;

22 13.1.4.5 Schedule ancillary services such as laundry,
23 shredding and hazardous waste;

24 13.1.4.6 Coordinate training/education schedule and
25 assist with student education schedules;

26 13.1.4.7 Perform forensic billing of law enforcement
27 agencies and PATIENT insurances, when applicable;

28 13.1.4.8 Process subpoenas and coordinate expert

1 witness scheduling;

2 13.1.4.9 Prepare documents requested by subpoena; and

3 13.1.4.10 Assist the medical team in any community
4 outreach and research projects.

5 Qualifications:

6 13.1.4.11 Bachelor's degree in business administration
7 or allied field; or an equivalent combination of education and experience.

8 13.1.4.12 Experience working in a medical setting is
9 preferred.

10 13.1.4.13 Experience working in a collaborative
11 multidisciplinary team is preferred.

12 13.1.4.14 Effective oral, written and interpersonal
13 communication skills with PATIENTS, their families/caregivers and other team
14 members.

15 13.1.4.15 Ability to establish and maintain effective
16 working relationships with all levels of staff, PATIENTS and the community.

17 13.1.4.16 Working knowledge of medical billing and
18 collection practices.

19 13.1.4.17 Comfortable working in the field of child
20 maltreatment.

21 13.1.4.18 Demonstrate ability to maintain strict
22 confidentiality and to interact on sensitive issues with tact and diplomacy.

23 13.1.4.19 Experience coordinating outreach and
24 educational events.

25 13.2 PANDA Clinic

26 The following indicates the minimum education and experience
27 requirements and duties for direct services staff. Proof of education,
28 experiences and licensure shall be required. ADMINISTRATOR reserves the right

1 to make modifications to Minimum Staffing Education and Experience
2 Requirements as it deems to be in the best interest of COUNTY. The
3 CONTRACTOR, through its subcontractor CHOC, shall provide the following
4 described staff positions:

5 13.2.1 Physician

6 Duties:

7 13.2.1.1 Perform forensic abuse or neglect medical
8 examinations;

9 13.2.1.2 Provide consultation to ADMINISTRATOR or its
10 designees, law enforcement, County Counsel, District Attorney, and Sheriff-
11 Coroner staff on reported abuse or neglect cases, which may include, but is
12 not limited to, review of medical records and photographs, evaluation of
13 diagnostic tests, discussion of information with assigned social workers and
14 caregivers, conferences with medical staff and collaborator agencies, make
15 recommendations for further action and render medical opinions;

16 13.2.1.3 Provide consultation to legal team involved
17 in criminal and juvenile court proceedings;

18 13.2.1.4 Give expert testimony, which may include, but
19 is not limited to, testimony in criminal and juvenile court proceedings as
20 mandated by subpoena;

21 13.2.1.5 Educate and train residents or medical
22 students, and/or students of nurse or nurse practitioner programs at the
23 agreed upon location; and

24 13.2.1.6 Educate social workers, nurses and/or SSA
25 staff at the discretion of the ADMINISTRATOR.

26 Qualifications:

27 13.2.1.7 Board certified/eligible Child Abuse
28 Pediatrician, in good standing.

1 13.2.1.8 Experience in giving expert witness court
2 testimony in child abuse cases is preferred.

3 13.2.1.9 Experience working in a collaborative multi-
4 disciplinary setting is preferred.

5 13.2.1.10 Teaching experience with residents, the
6 community, etc. is preferred.

7 13.2.1.11 Knowledge of the systems involved in child
8 protection and prosecution.

9 13.2.1.12 Effective oral, written and interpersonal
10 communication skills.

11 13.2.2 Psychologist

12 Duties:

13 13.2.2.1 Conduct clinical interviews with PATIENTS to
14 assess their psychological functioning, and to gain and evaluate
15 psychologically relevant background data;

16 13.2.2.2 Apply psychological principles in counseling
17 PATIENTS and families, assist them in effective coping and make referrals for
18 psychological treatment as needed;

19 13.2.2.3 Prepare psychological records and reports
20 presenting relevant interview results, findings, evaluations and
21 recommendations for treatment and disposition;

22 13.2.2.4 Provide consultation to legal team involved
23 in criminal and juvenile court proceedings as needed;

24 13.2.2.5 Provide expert testimony if requested or
25 mandated by subpoena; and

26 Qualifications:

27 13.2.2.6 Graduation from an accredited graduate
28 doctoral program and completion of the course requirements for a doctoral

1 degree in clinical counseling or school psychology.

2 13.2.2.7 Licensed or license eligible in the State of
3 California.

4 13.2.2.8 Prior experience with the outpatient
5 treatment of children and families, preferably in the area of child sexual
6 abuse and neglect is preferred.

7 13.2.3 Social Worker

8 Duties:

9 13.2.3.1 Perform psychosocial assessment of PATIENTS
10 and their families/caregivers; and

11 13.2.3.2 Work closely with child welfare agencies.

12 Qualifications:

13 13.2.3.3 Master's degree from an accredited college in
14 behavioral sciences such as psychology, counseling, sociology or social work.

15 13.2.3.4 Knowledge of the dynamics of human behavior
16 including problem solving and motivational techniques to assist PATIENTS in
17 analyzing their problems and working toward mutually agreed upon goals.

18 13.2.3.5 Knowledge and experience in assessing,
19 interviewing and reporting, preferably in the State of California.

20 13.2.3.6 Knowledge of public and private community
21 resources available to meet PATIENT needs.

22 13.2.3.7 Ability to communicate effectively both
23 orally and in writing.

24 13.2.4 Licensed Vocational Nurse

25 Duties:

26 13.2.4.1 Assist with PATIENT care as ordered by
27 Physician;

28 13.2.4.2 Perform follow-up care and coordination of

1 treatment plan;

2 13.2.4.3 Assist with scheduling follow-up
3 appointments;

4 13.2.4.4 Arrange for laboratory and radiologic
5 studies, as ordered;

6 13.2.4.5 Assist medical team with other duties as
7 needed;

8 13.2.4.6 Maintain professional licensure in good
9 standing; and

10 13.2.4.7 Other duties as determined by CONTRACTOR.

11 Qualifications:

12 13.2.4.8 Graduate of an accredited school for licensed
13 vocational nursing.

14 13.2.4.9 Current licensure in the State of California,
15 in good standing.

16 13.2.4.10 Knowledge of Pediatrics or Family Medicine
17 nursing.

18 13.2.4.11 Comfortable working in the field of child
19 maltreatment.

20 13.2.4.12 Effective oral and written communication
21 skills.

22 13.2.4.13 Highly organized, motivated and able to work
23 independently.

24 13.2.4.14 Must demonstrate customer service skills and
25 interact well with PATIENTS, collaborators and the community.

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