

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE HEALTH CARE AGENCY
AND
<< ENTITY >>
FOR
CAR SEAT SAFETY SERVICE

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, a political subdivision of the State of California, acting through its agent, the Orange County Health Care Agency (HCA), hereinafter referred to as “COUNTY,” and the <<ENTITY>>, hereinafter referred to as “CONTRACTOR”. COUNTY and CONTRACTOR may be referred to hereinafter sometimes individually as “Party” or collectively as “Parties”. This MOU establishes the guidelines for the provision of Car Seat Safety Service between COUNTY and CONTRACTOR.

1. TERM

1.1 The term of this MOU shall commence on the date of full execution by the Parties and continue until January 19, 2028, unless earlier terminated pursuant to the provisions of Paragraph 18 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality.

2. PURPOSE

2.1 The purpose of this MOU is to establish a contractual relationship with CONTRACTOR to help COUNTY implement COUNTY’s Car Seat Safety Program in CONTRACTOR’S community. Specifically, CONTRACTOR will distribute car seats, along with education sessions, to CONTRACTOR’s income qualifying clients needing seats. This approach will increase program efficiency and reduce redundancy.

3. POPULATION TO BE SERVED

3.1 CONTRACTOR shall provide services to the residents of Orange County who are considered low-income, which may be approximated by participation in other programs that require low-income status, such as Women, Infant and Children (WIC), Medi-Cal (or CalOptima), and CalWORKs (“Low-Income Client”).

4. CONTRACTOR RESPONSIBILITIES

4.1 CONTRACTOR shall distribute COUNTY provided car seats at no cost to Low-Income Clients who live in Orange County, in conjunction with CONTRACTOR conducting a parent education session by a Certified Child Passenger Safety Technician. Quantities of car sets to be distributed will be based on COUNTY’s available resources and may vary from year to year.

4.1.1 CONTRACTOR shall conduct annually, at a CONTRACTOR-provided location, a minimum of 1:1 or group parent education sessions to Low-Income Clients who live in Orange County.

4.1.2 CONTRACTOR shall provide a car seat at no cost to each Low-Income Client who lives in Orange County, attends the parent education session and requests a car seat, subject only to the number of car seats made available by COUNTY.

4.1.3 CONTRACTOR shall assist COUNTY in advertising and promoting the availability of no-cost car seats with parent education sessions to Low-Income Clients who live in Orange County.

4.2 Forms (Exhibit A):

4.2.1 CONTRACTOR must obtain a completed and signed registration form / liability waiver from each recipient of a car seat.

4.2.2 CONTRACTOR must use the *Classroom Skills Test* form to observe/document participant skills attainment at each parent education

session.

- 4.3 CONTRACTOR Qualifications:
 - 4.3.1 Required: Have at least one Certified Child Passenger Safety Technician on staff who conducts the parent education session.
 - 4.3.2 Preferred: Certified Child Passenger Safety Technician has at least one year experience providing car seat safety education.
- 4.4 CONTRACTOR Reporting Requirements:
 - 4.4.1 Submit by email, quarterly, by the 15th of the month following the end of each quarter to HCA Car Seat Safety Service Coordinator:
 - 4.4.1.1 Status report of parent education sessions held, including number of participants, and car seats distributed year to date, including number of car seats distributed at each parent education session.
 - 4.4.1.2 All Forms, either scanned or hard copy.
- 5. COUNTY RESPONSIBILITIES:
 - 5.1 Order car seats from car seat vendor that are shipped directly to CONTRACTOR. COUNTY may have additional car seats available that, upon notice by COUNTY, CONTRACTOR may pick up from a HCA facility.
 - 5.2 Assist CONTRACTOR with Car Seat Safety program planning, as needed, upon COUNTY'S sole discretion.
 - 5.3 May conduct at least one observation annually of CONTRACTOR'S car seat distribution and education session and provide feedback, to the extent determined necessary by COUNTY.
- 6. NON-DISCRIMINATION
 - 6.1 In the performance of this MOU, CONTRACTOR agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of

services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.

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

6.3 Non-Discrimination in Service Delivery

6.3.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended.

7. SUBCONTRACTS

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

8. CONFIDENTIALITY

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

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

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

9. LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

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

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

9.2.1 COUNTY provides its written approval of the content and publication of the

information at least thirty (30) calendar days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

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

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

9.2.3.1 any commercial product or service; and,

9.2.3.2 any product or service provided by CONTRACTOR, unless approved in writing by COUNTY; and

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

10. INDEMNIFICATION

10.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this MOU. If

judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

11. INSURANCE

- 11.1 Prior to the provision of services under this MOU, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 11.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this MOU shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this MOU. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.
- 11.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIR in an amount in excess of fifty thousand dollars (\$50,000), shall specifically be approved by the County of Orange Risk Manager, or designee, upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is

approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in the MOU, agrees to all of the following:

- 11.3.1 In addition to the duty to indemnify and hold COUNTY harmless against any and all liability, claim, demand or suit resulting from CONTRACTOR's its agents, employee's or subcontractor's performance of this MOU, CONTRACTOR shall defend COUNTY at its sole cost and expense with counsel approved by Board of Supervisors against same; and
 - 11.3.2 CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
 - 11.3.3 The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and CONTRACTOR's SIR provisions shall be interpreted as though CONTRACTOR was an insurer and COUNTY was the insured.
- 11.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.
- 11.5 Qualified Insurer:
- 11.5.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).
- 11.6 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.
- 11.7 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

| <u>Coverage</u> | <u>Minimum Limits</u> |
|----------------------------------|--|
| Commercial General Liability | \$1,000,000 per occurrence \$2,000,000 aggregate |
| Workers' Compensation | Statutory |
| Employer's Liability Insurance | \$1,000,000 per occurrence |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |

11.8 Required Coverage Forms

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

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

11.9 Required Endorsements

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

11.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

- 11.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 11.11 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- 11.12 CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days' of any policy cancellation and ten (10) calendar days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.
- 11.13 If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain coverage for two (2) years following completion of this MOU.
- 11.14 The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insured" clause (standard in the ISO CG 0001 policy).
- 11.15 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 15 of this MOU.
- 11.16 Failure of CONTRACTOR to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/County Procurement Office or COUNTY, is a material a breach of this MOU.
- 11.17 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 11.18 COUNTY shall notify CONTRACTOR in writing of changes in the insurance

requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, this MOU may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

12. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

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

12.1.2 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this MOU.

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

12.1.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR under the term of this MOU.

13. RECORDS

13.1 Client Records

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

13.1.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this MOU for a minimum of five (5) years from the end of the term of this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 18.2.

13.2 Public Records

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

14. PERSONNEL DISCLOSURE

14.1 This Paragraph 14 applies to all of CONTRACTOR's personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

14.2 CONTRACTOR shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to COUNTY in writing, along with a copy of a résumé and/or job application. The list shall include:

14.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

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

14.2.3 The professional degree, if applicable, and experience required for each position; and

14.2.4 The language skill, if applicable, for all Personnel.

- 14.3 Where authorized by law, and in a manner consistent with California Government Code §12952, CONTRACTOR shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.
- 14.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.
- 14.5 In the event a record is revealed through the processes described in Subparagraphs 14.4 COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this MOU.
- 14.6 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this MOU have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this MOU. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this MOU, for a minimum of five (5) years from the end of the term of this MOU, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 14.7 CONTRACTOR shall immediately notify COUNTY concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to CONTRACTOR. COUNTY, in its sole discretion, may determine whether such

Personnel may continue to provide services under this MOU and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with COUNTY's decision shall be deemed a material breach of this MOU.

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

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

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

14.11 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 14 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this MOU.

15. NOTICES

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

COUNTY: County of Orange Health Care Agency

Procurement and Contract Services

405 W. 5th St. Ste. 600

Santa Ana, CA 92701

CONTRACTOR:

Attn: <CONTRACTOR Contract Name>

Address

CONTRACTOR, State, Zip

15.2 All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any

communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not given. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

16. CONFLICT OF INTEREST

16.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of COUNTY. This obligation shall apply to CONTRACTOR; and CONTRACTOR's employees, agents, and subcontractors associated with accomplishing work and services hereunder. CONTRACTOR's efforts shall include, but not be limited to, establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers from acting in the best interests of COUNTY.

17. POLITICAL ACTIVITY

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

18. TERMINATION

18.1 COUNTY may terminate this MOU without penalty, immediately with cause or after thirty (30) calendar days' written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR's reasonable control, and repeated or continued violations of County

ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

- 18.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU (“Transition Period”), CONTRACTOR agrees to cooperate with COUNTY in the orderly transfer of service responsibilities, case records, and pertinent documents. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, services and data access shall continue to be made available to COUNTY without alteration. CONTRACTOR also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 18.3 In the event of termination of this MOU, cessation of business by CONTRACTOR, or any other event preventing CONTRACTOR from continuing to provide services, CONTRACTOR shall not withhold COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.
- 18.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY’s Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.
- 18.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall

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

19. SIGNATURE IN COUNTERPARTS

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

20. GENERAL PROVISIONS

20.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of CONTRACTOR's agents or employees.

20.2 This MOU, with its Exhibit(s) incorporated herein by reference, represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

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

20.4 CONTRACTOR warrants that it and its Personnel, described in Paragraph 14 of this

MOU, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. CONTRACTOR must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

- 20.5 In the performance of this MOU, CONTRACTOR shall comply with all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Health Care Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.
- 20.6 In the performance of this MOU, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void.
- 20.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Clayton Chau, M.D., PhD

County of Orange

Health Care Agency

Dated: _____

By: _____

Name

Title

Company Name

Dated: _____

APPROVED AS TO FORM:

Brittany McLean 02/09/2023

Brittany McLean
County Counsel
County of Orange, Health Care Agency

Exhibit A

FORMS

3/12/20

Classroom Skills Test for Convertible Child Restraint**Parent's Skills Response for Rear Facing Convertible Child Restraint**

| | Yes | No | Comments |
|--|-----|----|----------|
| Harness at or below shoulders | | | |
| Adjustment of crotch strap | | | |
| Harness adjusted snugly (cannot pinch slack in the harness at collar level or on the thighs) | | | |
| Retainer clip at armpit level | | | |
| Identified that child restraint should be in the back seat | | | |
| Foot stand correct | | | |
| Identified rear facing belt path | | | |
| Identified level indicator | | | |
| Identified where to check if the car seat cannot move more than 1 inch side to side | | | |

Parent's Skills Response for Forward Facing Convertible Child Restraint

| | Yes | No | Comments |
|--|-----|----|----------|
| Harness at or above shoulders | | | |
| Adjustment of crotch strap | | | |
| Harness is adjusted snugly (cannot pinch slack in harness at the collar level of the child or on the thighs) | | | |
| Retainer clip at armpit level | | | |
| Identified child restraint should be in the back seat | | | |
| Foot stand correct | | | |
| Identified forward facing belt path | | | |
| Identified tether | | | |
| Identified where to check if the car seat cannot move more than 1 inch side to side, or forward) | | | |



Orange County Health Care Agency Car Seat Safety Program Voluntary Release-Assumption of Risk and Indemnity Agreement

Each undersigned person requests and is granted permission (1) to attend a car seat education/ demonstration session and, after attendance of a session, (2) to receive a new child's car seat at no cost ("Car Seat Safety Program"). In consideration of the education and receipt of a car seat, I for myself, my personal representatives, heirs, next of kin, spouse, and assigns, DO HEREBY

1. **RELEASE, DISCHARGE AND COVENANT NOT TO SUE** the County of Orange, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which County's Board of Supervisors acts as the governing Board (County Indemnitees) and distributing agencies from any and all claims and liability arising out of strict liability or ordinary negligence which causes any harm, injury or damage which may be sustained, incurred or suffered whether foreseen or unforeseen, arising from or connected in any way to participation in this Car Seat Safety Program, including injury as a result of use of the child's car seat provided and car seat education.
2. **COVENANT** to hold County, County Indemnitees and distributing agencies harmless and indemnify them from any claim, loss, demand, judgment, or expense they may incur arising out of participation in this Car Seat Safety Program, including use of the child's car seat provided and car seat education.
3. **UNDERSTAND** that the car seat provided cannot guarantee that my child will not sustain injury as a result of a car collision and that, to have protective benefit of a child's car seat, I must install the car seat and secure my child in the car seat properly according to the instructions by the distributing agency, the car seat manufacturer, and instructions of the car manufacturer.
4. **ACKNOWLEDGE** that no oral representations or inducements have been made to me to sign this Agreement. If any portion of this Agreement is held invalid, it is agreed that the balance thereof shall continue in full legal force and effect.
5. **UNDERSTAND** that after the car seat is taken home, if I cannot install it according to the car seat informational booklet and instructions of the car manufacturer, I will return the car seat to distributing agency and seek further referral information.

**I HAVE READ THIS DOCUMENT. I UNDERSTAND IT IS A RELEASE OF ALL CLAIMS.
I VOLUNTARILY SIGN MY NAME EVIDENCING MY ACCEPTANCE OF THE ABOVE
PROVISIONS.**

(Parent / Guardian Print Name)

(Parent / Guardian Signature)

For office use only below line

| | | |
|--|--|--|
| Date of class: _____ Distributing Organization: _____ _____ | Proof of Income Eligibility <input type="checkbox"/> WIC <input type="checkbox"/> Medi-Cal (CalOptima) <input type="checkbox"/> CalWORKs <input type="checkbox"/> CalFresh Healthy Living <input type="checkbox"/> Free and Reduced Priced School Meal Program <input type="checkbox"/> Other _____ | Convertible Car Seat Provided for: <input type="checkbox"/> Unborn Child Child's Age _____ Weight _____ Child's Age _____ Weight _____ |
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