

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, ~~A CONSTITUTIONAL CORPORATION,~~
 AS DESCRIBED IN ARTICLE IX, SECTION 9, OF THE CALIFORNIA CONSTITUTION, ON BEHALF
 OF UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE,
 DEPARTMENT OF PEDIATRICS
 FOR THE PROVISION OF CHILD ABUSE MEDICAL EVALUATION AND PHYSICIAN SERVICES

THIS AGREEMENT, entered into this 1st day of **July 2016**, which date is particularized for purpose of reference only, is by and between the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a constitutional corporation, on behalf of UC IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF PEDIATRICS, hereinafter referred to as "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 Child Abuse Medical Evaluation and Physician Services; and

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

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence on **July 1, 2016**, and terminate on **June 30, 2019**, unless earlier terminated pursuant to the provisions of Paragraph 35 of this Agreement; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to indemnification, audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Agreement, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 17.1 of this Agreement does not increase as a result.

2. ALTERATION OF TERMS

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

3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

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

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

16 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
17 appropriate staff to attend an orientation session and subsequent training
18 sessions given by COUNTY.

19 5. LICENSES AND STANDARDS

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

28 5.2 In the performance of this Agreement, CONTRACTOR shall comply,

1 unless waived in whole or in part by ADMINISTRATOR, with all applicable
2 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
3 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR
4 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
5 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable
6 laws and regulations of the United States, State of California, County of
7 Orange Social Services Agency and all administrative regulations, rules and
8 policies adopted thereunder as each and all may now exist or be hereafter
9 amended.

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

14 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

15 6.1 Delegation and Assignment:

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

25 6.2 Subcontracts:

26 CONTRACTOR shall not subcontract for services under this Agreement
27 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents
28 in writing to a subcontract, in no event shall the subcontract alter, in any

1 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must
2 be in writing and copies of same shall be provided to ADMINISTRATOR.
3 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may
4 require.

5 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

6 7.1 Form of Business Organization:

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

11 7.1.1 The form of CONTRACTOR's business organization, i.e.,
12 proprietorship, partnership, corporation, etc.

13 7.1.2 A detailed statement indicating the relationship of
14 CONTRACTOR, by way of ownership or otherwise, to any parent organization or
15 individual.

16 7.1.3 A detailed statement indicating the relationship of
17 CONTRACTOR to any subsidiary business organization or to any individual who
18 may be providing services, supplies, material or equipment to CONTRACTOR or in
19 any manner does business with CONTRACTOR under this Agreement.

20 7.2 Change in Form of Business Organization:

21 If during the term of this Agreement the form of CONTRACTOR's
22 business organization changes, or the ownership of CONTRACTOR changes, or
23 CONTRACTOR's relationship to other businesses dealing with CONTRACTOR under
24 this Agreement changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in
25 writing, detailing such changes. A change in the form of business
26 organization may, at COUNTY's sole discretion, be treated as an attempted
27 assignment of rights or delegation of duties of this Agreement.

28 8. USE OF COUNTY PROPERTY

1 8.1 COUNTY intends to permit CONTRACTOR the rent-free use of office
2 space, office furniture, and office equipment located in any and all offices
3 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY
4 staff pursuant to this Agreement, as is more particularly set forth in that
5 certain lease or license agreement described in Subparagraph 8.2, below. As
6 stated in the lease or license agreement, said office space, office furniture,
7 and equipment shall be used solely by employees of CONTRACTOR while performing
8 their assigned duties pursuant to this Agreement.

9 8.2 CONTRACTOR shall enter into a rent-free lease or license agreement
10 with ADMINISTRATOR for facilities provided by ADMINISTRATOR, and will execute
11 all terms and conditions of said agreement upon ADMINISTRATOR's presentation
12 of said document to CONTRACTOR. Failure to execute the lease or license
13 agreement will result in a breach of this Agreement.

14 8.3 CONTRACTOR is responsible for any costs associated with Fair
15 Employment and Housing Act and Americans with Disabilities Act accommodations
16 for its own employees at COUNTY facilities. COUNTY may, in its sole
17 discretion and on a case-by-case basis, provide for such accommodations at no
18 cost to CONTRACTOR.

19 9. NON-DISCRIMINATION

20 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
21 shall not engage nor employ any unlawful discriminatory practices in the
22 admission of clients, provision of services or benefits, assignment of
23 accommodations, treatment, evaluation, employment of personnel or in any other
24 respect on the basis of race, religious creed, color, national origin,
25 ancestry, physical disability, mental disability, medical condition, genetic
26 information, marital status, sex, gender, gender identity, gender expression,
27 age, sexual orientation, military and veteran status or any other protected
28 group in accordance with the requirements of all applicable Federal or State

1 laws.

2 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
3 meets the lawful and applicable requirements of the U.S. Department of Health
4 and Human Services.

5 9.3 CONTRACTOR shall furnish any and all information requested by
6 ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to
7 books, records and accounts in order to ascertain CONTRACTOR's compliance with
8 Paragraph 9 et seq.

9 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
10 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
11 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

12 9.5 Non-Discrimination in Employment:

13 9.5.1 All solicitations or advertisements for employees placed
14 by or on behalf of CONTRACTOR shall state that all qualified applicants will
15 receive consideration for employment without regard to race, religious creed,
16 color, national origin, ancestry, physical disability, mental disability,
17 medical condition, genetic information, marital status, sex, gender, gender
18 identity, gender expression, age, sexual orientation, military and veteran
19 status or any other protected group in accordance with the requirements of all
20 applicable Federal or State laws. Notices describing the provisions of the
21 equal opportunity clause shall be posted in a conspicuous place for employees
22 and job applicants.

23 9.5.2 CONTRACTOR shall refer any and all employees desirous of
24 filing a formal discrimination complaint to:

25 California Department of Social Services
26 Public Inquiry and Response Bureau
27 P.O. Box 944243, M.S. 8-3-23
28 Sacramento, CA 94244-2430

1 Telephone: (800) 952-5253

2 (800) 952-8349 (For the hard of hearing)

3 9.6 Non-Discrimination in Service Delivery:

4 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the
5 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of
6 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food
7 Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II
8 of the Americans with Disabilities Act of 1990, as amended; California Civil
9 Code Section 51 et seq., as amended; California Government Code (CGC) Sections
10 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC
11 Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-
12 98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8);
13 Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996;
14 and other applicable Federal and State laws, as well as their implementing
15 regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15;
16 and Title 28 CFR Part 42), and any other law pertaining to Equal Employment
17 Opportunity, Affirmative Action and Nondiscrimination as each may now exist or
18 be hereafter amended. CONTRACTOR shall not implement any administrative
19 methods or procedures which would have a discriminatory effect or which would
20 violate the California Department of Social Services (CDSS) Manual of Policies
21 and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations
22 of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or
23 other legal remedies in accordance with WIC Section 10605, or CGC Sections
24 11135-11139.5, or any other laws, or the issue may be referred to the
25 appropriate Federal agency for further compliance action and enforcement of
26 Subparagraph 9.6 et seq.

27 9.6.2 CONTRACTOR shall provide any and all clients desirous of
28 filing a formal complaint any and all information as appropriate:

1 9.6.2.1 Pamphlet: "Your Rights Under California
2 Welfare Programs" (PUB 13)

3 9.6.2.2 Discrimination Complaint Form

4 9.6.2.3 Civil Rights Contacts:

5 County Civil Rights Contact:

6 Orange County Social Services Agency

7 Program Integrity

8 Attn: Civil Rights Coordinator

9 P.O. Box 22001

10 Santa Ana, CA 92702-2001

11 Telephone: (714) 438-8877

12 State Civil Rights Contact:

13 California Department of Social Services

14 Civil Rights Bureau

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

16 Sacramento, CA 94244-2430

17 Federal Civil Rights Contact:

18 U.S. Department of Health and Human Services

19 Office of Civil Rights

20 50 U.N. Plaza, Room 322

21 San Francisco, CA 94102

22 10. NOTICES

23 10.1 All notices, claims, correspondence, reports, and/or statements
24 authorized or required by this Agreement shall be addressed as follows:

25 COUNTY: County of Orange Social Services Agency
26 Contract Services
27 500 N. State College Blvd., Suite 100
28 Orange, CA 92868

1
2 CONTRACTOR: UC Irvine Health
3 Chief Contracting Officer
4 333 City Blvd. West, Suite 160
5 Orange, CA 92868

6 10.2 All notices shall be deemed effective when in writing and
7 deposited in the United States mail, first class, postage prepaid and
8 addressed as above. Any notices, claims, correspondence, reports and/or
9 statements authorized or required by this Agreement addressed in any other
10 fashion shall be deemed not given. ADMINISTRATOR and CONTRACTOR may mutually
11 agree in writing to change the addresses to which notices are sent.

12 11. INDEMNIFICATION

13 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
14 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
15 State, COUNTY, and their elected and appointed officials, officers, employees,
16 agents and those special districts and agencies which COUNTY's Board of
17 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
18 any claims, demands or liability of any kind or nature, including but not
19 limited to personal injury or property damage, arising from or related to the
20 services, products or other performance provided by CONTRACTOR pursuant to
21 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
22 court of competent jurisdiction because of the concurrent active negligence of
23 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
24 be apportioned as determined by the court. Neither party shall request a jury
25 apportionment

26 11.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its
27 officers, employees, and agents ("CONTRACTOR INDEMNITEES") harmless from any
28 claims, demands, or liability of any kind or nature, including but not limited

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

8 11.3 Neither termination of this Agreement nor completion of the acts
9 to be performed under this Agreement shall release any party from its
10 obligation to indemnify as to claims or cause of action asserted.

11 12. INSURANCE

12 12.1 ~~Without limiting CONTRACTOR's liability for indemnification,~~
13 ~~CONTRACTOR attests that it is self insured and shall maintain in force at all~~
14 ~~times during the term of this Agreement, self insurance covering its~~
15 ~~operations in the amounts \$1,000,000 per occurrence, with a \$3,000,000~~
16 ~~aggregate limit.~~

17 12.2 ~~CONTRACTOR certifies it is self-insured against the perils of~~
18 ~~bodily injury/property damage, automobile liability, medical professional~~
19 ~~liability, workers' compensation, and sexual misconduct. Should there be any~~
20 ~~material change in the provisions of the self-insurance program, CONTRACTOR~~
21 ~~will provide thirty (30) days prior written notice to the COUNTY.~~

22 12.3 ~~If CONTRACTOR fails to maintain proof of insurance acceptable to~~
23 ~~the other party for the full term of this Agreement, COUNTY may terminate this~~
24 ~~Agreement.~~

25 12.4 ~~Letter of self insurance evidencing the required insurance~~
26 ~~coverage shall be mailed to the County of Orange/SSA Contract Services, Attn:~~
27 ~~Contract Administrator.~~

28 12.5 Prior to the provision of services under this contract,

1 CONTRACTOR agrees to purchase all required insurance or maintain a program of
2 self-insurance at CONTRACTOR's expense, including all endorsements required
3 herein, necessary to satisfy COUNTY that the insurance provisions of this
4 contract have been complied with. CONTRACTOR agrees to keep such insurance
5 coverage, Certificates of Insurance, and endorsements on deposit with the
6 County during the entire term of this contract. In addition, all
7 subcontractors performing work on behalf of CONTRACTOR pursuant to this
8 contract shall obtain insurance subject to the same terms and conditions as
9 set forth herein for CONTRACTOR.

10 12.6 CONTRACTOR shall ensure that all subcontractors performing work on
11 behalf of Contractor pursuant to this agreement shall be covered under
12 CONTRACTOR's insurance or program of self-insurance, as an Additional Insured
13 or maintain insurance subject to the same terms and conditions as set forth
14 herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if
15 subcontractors have less than the level of coverage required by COUNTY from
16 CONTRACTOR under this agreement. It is the obligation of CONTRACTOR to
17 provide notice of the insurance requirements to every subcontractor and to
18 receive proof of insurance prior to allowing any subcontractor to begin work.
19 Such proof of insurance must be maintained by CONTRACTOR through the entirety
20 of this agreement for inspection by County representative(s) at any reasonable
21 time

22 12.7 All self-insured retentions (SIRs) and deductibles shall be
23 clearly stated on the Certificate of Insurance. If no SIRs or deductibles
24 apply, indicate this on the Certificate of Insurance with a "0" by the
25 appropriate line of coverage.

26 12.8 If the Contractor fails to maintain insurance or a program of self-
27 insurance acceptable to COUNTY for the full term of this contract, COUNTY may
28 terminate this contract

12.8.1 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).

12.9 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.

12.10 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
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
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate

12.11 Required Coverage Forms:

12.11.1 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.

12.11.2 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

1 coverage at least as broad.

2 12.12 Required Endorsements:

3 12.12.1 Commercial General Liability policy shall contain the
4 following endorsements, which shall accompany the Certificate of Insurance:

5 12.12.1.1 An Additional Insured endorsement using ISO
6 form CG 2010 or CG 2033 or a form at least as broad naming the County of
7 Orange, its elected and appointed officials, officers, agents and employees,
8 as Additional Insureds.

9 12.12.1.2 A primary non-contributing endorsement
10 evidencing that CONTRACTOR's insurance is primary and any insurance or self-
11 insurance maintained by the County of Orange shall be excess and non-
12 contributing.

13 12.13 All insurance policies and programs of self-insurance required by
14 this Contract shall waive all rights of subrogation against the County of
15 Orange, its elected and appointed officials, officers, agents and employees
16 when acting within the scope of their appointment or employment.

17 12.14 CONTRACTOR shall notify County in writing within thirty (30) days
18 of any policy cancellation and ten (10) days for non-payment of premium and
19 provide a copy of the cancellation notice to County. Failure to provide
20 written notice of cancellation may constitute a material breach of the
21 contract, upon which the County may suspend or terminate this Agreement

22 12.15 If CONTRACTOR's Professional Liability policy is a "claims made"
23 policy, CONTRACTOR shall agree to maintain Professional Liability coverage for
24 two (2) years following completion of this Agreement.

25 12.16 The Commercial General Liability policy shall contain a
26 severability of interests clause also known as a "separation of insureds"
27 clause (standard in the ISO CG 0001 policy).

28 12.17 Insurance certificates should be mailed to COUNTY at the address

1 indicated in Paragraph 10 of this Agreement.

2 12.18 If CONTRACTOR fails to provide the insurance certificates and
3 endorsements within seven (7) days of notification by CEO/County Procurement
4 Office or ADMINISTRATOR, award may be made to the next qualified proponent

5 12.19 COUNTY expressly retains the right to require CONTRACTOR to
6 increase or decrease insurance of any of the above insurance types throughout
7 the term of this Agreement. Any increase or decrease in insurance will be as
8 deemed by County of Orange Risk Manager as appropriate to adequately protect
9 COUNTY.

10 12.20 COUNTY shall notify CONTRACTOR in writing of changes in the
11 insurance requirements. If CONTRACTOR does not deposit copies of acceptable
12 certificates of insurance and endorsements with COUNTY incorporating such
13 changes within thirty (30) days of receipt of such notice, this Agreement may
14 be in breach without further notice to CONTRACTOR, and COUNTY shall be
15 entitled to all legal remedies.

16 12.21 The procuring of such required policy or policies of insurance
17 shall not be construed to limit CONTRACTOR's liability hereunder nor to
18 fulfill the indemnification provisions and requirements of this Agreement, nor
19 act in any way to reduce the policy coverage and limits available from the
20 insurer.

21 13. CONFLICT OF INTEREST

22 13.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
23 any actions or conditions that could result in a conflict with the best
24 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
25 agents, relatives, subcontractors, and third parties associated with
26 accomplishing the work hereunder.

27 13.2 CONTRACTOR's efforts shall include, but not be limited to,
28 establishing precautions to prevent its employees or agents from making,

1 receiving, providing, or offering gifts, entertainment, payments, loans, or
2 other considerations which could be deemed to appear to influence individuals
3 to act contrary to the best interests of COUNTY.

4 14. ANTI-PROSELYTISM PROVISION

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

9 15. SUPPLANTING GOVERNMENT FUNDS

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

19 16. BREACH SANCTIONS

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

25 16.1 Afford CONTRACTOR a time period within which to cure the breach,
26 which period shall be established by ADMINISTRATOR; and/or

27 16.2 Discontinue reimbursement to CONTRACTOR for and during the period
28 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to

1 later recovery; and/or

2 16.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
3 COUNTY those monies disallowed pursuant to Subparagraph 16.2 above.

4 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant
5 to this Paragraph, which notice shall be deemed served on the date of mailing.

6 17. PAYMENTS

7 17.1 Maximum Contractual Obligation:

8 The maximum obligation of COUNTY under this Agreement shall be
9 ~~\$60,000 for the period of January 1, 2014 through June 30, 2014; and \$120,000~~
10 ~~per year, for the periods of July 1, 2014 through June 30, 2015, and July 1,~~
11 ~~2015 through June 30, 2016; for an aggregate total of \$300,000, for the thirty~~
12 ~~(30) month term, not exceed the amount of \$566,280: the amount \$188,760 for~~
13 ~~July 1, 2016 through June 30, 2017; the amount \$188,760 for July 1, 2017~~
14 ~~through June 30, 2018; the amount \$188,760 for July 1, 2018 through June 30,~~
15 ~~2019, or actual allowable costs, whichever is less.~~

16 17.2 Allowable Costs and Usage:

17 During the term of this Agreement, COUNTY shall pay CONTRACTOR
18 monthly in arrears, for the provision of services described in Paragraph 3 of
19 Exhibit A to this Agreement, at the rate stated in Paragraph 8 of Exhibit A to
20 this Agreement. County does not guarantee CONTRACTOR any minimum number of
21 referrals or minimum sum of money during the term of this Agreement.

22 17.3 Claims:

23 17.3.1 CONTRACTOR shall submit monthly claims to be received by
24 ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for
25 expenses incurred in the preceding month. In the event the twentieth (20th)
26 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the
27 claim the next business day. COUNTY holidays include New Year's Day, Martin
28 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,

1 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,
2 Friday after Thanksgiving, and Christmas Day.

3 17.3.2 All claims must be submitted on a form approved by
4 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting
5 source documents with the monthly claim, including, inter alia, a monthly
6 statement of services, general ledgers, supporting journals, time sheets,
7 invoices, canceled checks, receipts, and receiving records, some of which may
8 be required to be copied. Source documents that CONTRACTOR must submit shall
9 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR
10 shall retain all financial records in accordance with Paragraph 20 (Records,
11 Inspections, and Audits) of this Agreement.

12 17.3.3 Payments should be released by COUNTY within a reasonable
13 time period of approximately thirty (30) days after receipt of a correctly
14 completed claim form and required supporting documentation.

15 17.3.4 Year End and Final Claims:

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

25 17.3.4.2 CONTRACTOR shall submit a final claim for
26 each COUNTY fiscal year, July 1 through June 30, covered under the term of
27 this Agreement as stated in Paragraph 1, by no later than August 30th of each
28 corresponding COUNTY fiscal year. Claims received after August 30th of each

1 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not
2 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim
3 per each COUNTY fiscal year must be received, upon written notice to
4 CONTRACTOR.

5 17.3.4.3 The basis for final settlement shall be the
6 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,
7 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
8 to the maximum obligation of COUNTY. In the event that any overpayment has
9 been made, COUNTY may offset the amount of the overpayment against the final
10 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
11 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
12 Nothing herein shall be construed as limiting the remedies of COUNTY in the
13 event an overpayment has been made.

14 18. OVERPAYMENTS

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

28 19. OUTSTANDING DEBT

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

4 20. RECORDS, INSPECTIONS AND AUDITS

5 20.1 Financial Records:

6 20.1.1 CONTRACTOR shall prepare and maintain accurate and
7 complete financial records. Financial records shall be retained, by
8 CONTRACTOR, for a minimum of five (5) years from the date of final payment
9 under this Agreement or until all pending COUNTY, State and Federal audits are
10 completed, whichever is later.

11 20.1.2 CONTRACTOR shall establish and maintain reasonable
12 accounting, internal control and financial reporting standards in conformity
13 with generally accepted accounting principles established by the American
14 Institute of Certified Public Accountants and to the satisfaction of
15 ADMINISTRATOR.

16 20.2 Client Records:

17 20.2.1 CONTRACTOR shall prepare and maintain accurate and
18 complete records of clients served and dates and type of services provided
19 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

20 20.2.2 All client records related to services provided under the
21 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five
22 (5) years from the date of final payment under this Agreement or until all
23 pending COUNTY, State and Federal audits are completed, whichever is later.
24 Notwithstanding anything to the contrary, upon termination of this Agreement,
25 CONTRACTOR shall relinquish control with respect to client records to COUNTY
26 in accordance with Subparagraph 35.2.

27 20.2.3 COUNTY may refuse payment for a claim if client records
28 are determined by COUNTY to be incomplete or inaccurate. In the event client

1 records are determined to be incomplete or inaccurate after payment has been
2 made, COUNTY may treat such payment as an overpayment within the provisions of
3 this Agreement.

4 20.3 Public Records:

5 With the exception of client records or other records referenced
6 in Paragraph 24, entitled Confidentiality, all records, including but not
7 limited to, reports, audits, notices, claims, statements and correspondence,
8 required by this Agreement may be subject to public disclosure. COUNTY will
9 not be liable for any such disclosure.

10 20.4 Inspections and Audits:

11 20.4.1 The U.S. Department of Health and Human Services,
12 Comptroller General of the United States, Director of CDSS, State Auditor-
13 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit
14 Department, or any of their authorized representatives, shall have access to
15 any books, documents, papers and records, including medical records, of
16 CONTRACTOR which any of them may determine to be pertinent to this Agreement
17 for the purpose of financial monitoring. Further, all the above mentioned
18 persons have the right at all reasonable times to inspect or otherwise
19 evaluate the work performed or being performed under this Agreement and the
20 premises in which it is being performed.

21 20.4.2 CONTRACTOR shall make its books and financial records
22 available within the borders of Orange County within ten (10) days of receipt
23 of written demand by ADMINISTRATOR.

24 20.4.3 In the event CONTRACTOR does not make available its books
25 and financial records within the borders of Orange County, CONTRACTOR agrees
26 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's
27 designee, necessary to obtain CONTRACTOR's books and financial records.

28 20.4.4 CONTRACTOR shall pay to COUNTY the full amount of

1 COUNTY's liability to the State or Federal government or any agency thereof
2 resulting from any disallowances or other audit exceptions to the extent that
3 such liability is attributable to CONTRACTOR's failure to perform under this
4 Agreement.

5 21. PERSONNEL DISCLOSURE

6 21.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of
7 all personnel providing services hereunder, including résumés and job
8 applications. Changes to the list will be immediately provided to
9 ADMINISTRATOR in writing, along with a copy of a résumé and/or job
10 application. The list shall include:

11 21.1.1 Names ~~and dates of birth~~ of all full or part-time
12 personnel by title, including volunteer personnel, whose direct services are
13 required to provide the programs described herein;

14 21.1.2 A brief description of the functions of each position and
15 the hours each person works each week; or for part-time personnel, each day or
16 month, as appropriate;

17 21.1.3 The professional degree, if applicable, and experience
18 required for each position; and

19 21.1.4 The language skill, if applicable, for all personnel.

20 21.2 Where authorized by law, CONTRACTOR's employment applications
21 shall require applicants to provide detailed information regarding the
22 conviction of a crime by any court, for offenses other than minor traffic
23 offenses **infractions**. Information not disclosed in the employment application
24 discovered subsequent to the hiring or promotion of any applicant shall be
25 cause for termination of that employee from the performance of services under
26 this Agreement.

27 21.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
28 COUNTY, a clearance on the following public websites the names and dates of

1 birth for all employees and/or volunteers who will have direct, interactive
2 contact with clients served through this Agreement: U.S. Department of Justice
3 National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender
4 Registry (www.meganslaw.ca.gov).

5 21.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to
6 COUNTY, a criminal record background check on all employees (direct service
7 and administrative) funded through this Agreement and also all non-funded
8 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,
9 interactive contact with clients served through this Agreement. Background
10 checks conducted through the California Department of Justice shall include a
11 check of the California Central Child Abuse Index, when
12 applicable. Candidates will satisfy background checks consistent with this
13 paragraph and their performance of services under this Agreement.

14 21.5 In the event a record is revealed through the processes described
15 in Subparagraphs 21.3 and 21.4, COUNTY will be available to consult with
16 CONTRACTOR on appropriateness of personnel providing services through this
17 Agreement.

18 21.6 CONTRACTOR ~~warrants~~ attests that all persons employed or otherwise
19 assigned by CONTRACTOR to provide services under this Agreement have
20 satisfactory past work records and/or reference checks indicating their
21 ability to perform the required duties and accept the kind of responsibility
22 anticipated under this Agreement. CONTRACTOR shall maintain records of
23 background investigations and reference checks undertaken and coordinated by
24 CONTRACTOR for each employee and/or volunteer assigned to provide services
25 under this Agreement for a minimum of five (5) years from the date of final
26 payment under this Agreement or until all pending COUNTY, State and Federal
27 audits are completed, whichever is later, in compliance with all applicable
28 laws.

1 21.7 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
2 arrest and/or subsequent conviction, for offenses other than minor traffic
3 ~~offenses~~ infractions, of any paid employee and/or volunteer staff performing
4 services under this Agreement, when such information becomes known to
5 CONTRACTOR. ADMINISTRATOR may determine whether such employee and/or volunteer
6 may continue to provide services under this Agreement and shall provide notice
7 of such determination to CONTRACTOR in writing. CONTRACTOR's failure to
8 comply with ADMINISTRATOR's decision shall be deemed a material breach of this
9 Agreement, pursuant to Paragraph 16 above.

10 21.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's
11 staff performing work hereunder and any proposed changes in CONTRACTOR's
12 staff.

13 21.9 COUNTY shall have the right to require CONTRACTOR to remove any
14 employee from the performance of services under this Agreement. At the
15 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

16 21.10 CONTRACTOR shall notify COUNTY immediately when staff is
17 terminated for cause from working on this Agreement.

18 21.11 Disqualification, if any, of CONTRACTOR staff, pursuant to
19 Paragraph 21, shall not relieve CONTRACTOR of its obligation to complete all
20 work in accordance with the terms and conditions of this Agreement.

21 22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

1 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the
2 Penal Code and the dependent adult and elder abuse reporting requirements as
3 set forth in Section 15630 of the WIC and will comply with the provisions of
4 these code sections as they now exist or as they may hereafter be amended.

5 23. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

11 24. CONFIDENTIALITY

12 24.1 CONTRACTOR agrees to maintain the confidentiality of its records
13 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
14 and all other provisions of law, and regulations promulgated thereunder
15 relating to privacy and confidentiality, as each may now exist or be hereafter
16 amended.

17 24.2 All records and information concerning any and all persons
18 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
19 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
20 volunteers. CONTRACTOR shall require all of its employees, agents,
21 subcontractors and volunteer staff who may provide services for CONTRACTOR
22 under this Agreement to sign an agreement with CONTRACTOR before commencing
23 the provision of any such services, to maintain the confidentiality of any and
24 all materials and information with which they may come into contact, or the
25 identities or any identifying characteristics or information with respect to
26 any and all participants referred to CONTRACTOR by COUNTY, except as may be
27 required to provide services under this Agreement or to those specified in
28 this Agreement as having the capacity to audit CONTRACTOR, and as to the

1 latter, only during such audit. CONTRACTOR shall comply with any audits
2 specified in Paragraph 20, provide reports and any other information required
3 by COUNTY in the administration of this Agreement, and as otherwise permitted
4 by law.

5 24.3 CONTRACTOR shall inform all of its employees, agents,
6 subcontractors, volunteers and partners of this provision and that any person
7 violating the provisions of said State law may be guilty of a crime.

8 24.4 CONTRACTOR agrees that any and all subcontracts entered into shall
9 be subject to the confidentiality requirements of this Agreement.

10 24.5 CONTRACTOR agrees to maintain the confidentiality of its records
11 with respect to Juvenile Court matters, in accordance with WIC Section 827,
12 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
13 regarding Confidentiality, as it now exists or may hereafter be amended.

14 24.5.1 No access, disclosure or release of information regarding
15 a child who is the subject of Juvenile Court proceedings shall be permitted
16 except as authorized. If authorization is in doubt, no such information shall
17 be released without the written approval of a Judge of the Juvenile Court.

18 24.5.2 CONTRACTOR must receive prior written approval of the
19 Juvenile Court before allowing any child to be interviewed, photographed or
20 recorded by any publication or organization or to appear on any radio,
21 television or internet broadcast or make any other public appearance. Such
22 approval shall be requested through child's Social Worker.

23 25. COPYRIGHT ACCESS

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

28 26. WAIVER

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

9 27. PUBLICITY

10 27.1 Information and solicitations, prepared and released by
11 CONTRACTOR, concerning the services provided under this Agreement shall state
12 that the program, wholly or in part, is funded through COUNTY, State and
13 Federal government funds.

14 27.2 CONTRACTOR shall not disclose any details in connection with this
15 Agreement to any person or entity except as may be otherwise provided
16 hereunder or required by law. However, in recognizing CONTRACTOR's need to
17 identify its services and related clients to sustain itself, COUNTY shall not
18 inhibit CONTRACTOR from publishing its role under this Agreement within the
19 following conditions:

20 27.2.1 CONTRACTOR shall develop all publicity material in a
21 professional manner; and

22 27.2.2 During the term of this Agreement, CONTRACTOR shall not,
23 and shall not authorize another to, publish or disseminate any commercial
24 advertisements, press releases, feature articles, or other materials using the
25 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not
26 unreasonably withhold written consent.

27 28. COUNTY RESPONSIBILITIES

28 ADMINISTRATOR will provide consultation and technical assistance, and

1 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

2 29. REFERRALS

3 29.1 CONTRACTOR shall provide services to individuals referred by
4 ADMINISTRATOR.

5 30. REPORTS

6 30.1 CONTRACTOR shall provide information deemed necessary by
7 ADMINISTRATOR to complete any State-required reports related to the services
8 provided under this Agreement.

9 30.2 CONTRACTOR shall maintain records and submit reports containing
10 such data and information regarding the performance of CONTRACTOR's services,
11 costs or other data relating to this Agreement, as may be requested by
12 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
13 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

14 31. ENERGY EFFICIENCY STANDARDS

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

18 32. ENVIRONMENTAL PROTECTION STANDARDS

19 32.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42
20 USC Section 7401 et seq.], Section 508 of the Clean Water Act (Title 33 USC
21 Section 1251 et seq.), Executive Order 11738 and Environmental Protection
22 Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any
23 may now exist or be hereafter amended. Under these laws and regulations,
24 CONTRACTOR assures that:

25 32.2 No facility to be utilized in the performance of the proposed
26 grant has been listed on the EPA List of Violating Facilities;

27 32.3 It will notify COUNTY prior to award of the receipt of any
28 communication from the Director, Office of Federal Activities, U.S. EPA,

1 indicating that a facility to be utilized for the grant is under consideration
2 to be listed on the EPA List of Violating Facilities; and

3 32.4 It will notify COUNTY and EPA about any known violation of the
4 above laws and regulations.

5 33. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
6 FEDERAL TRANSACTIONS

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

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

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

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

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

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

13 C. Submission of this certification and disclosure is a
14 prerequisite for making or entering into this Agreement imposed by Section
15 1352, Title 31, USC. Any person who makes an expenditure prohibited under
16 this provision or who fails to file or amend the disclosure form to be filed
17 or amended by this provision, shall be subject to a civil penalty of not less
18 than \$10,000, and not more than \$100,000, for each such failure.

19 34. POLITICAL ACTIVITY

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

23 35. TERMINATION PROVISIONS

24 35.1 ADMINISTRATOR may terminate this Agreement without penalty
25 immediately with cause or after thirty (30) days written notice without cause,
26 unless otherwise specified. Notice shall be deemed served on the date of
27 mailing. Cause shall be defined as any breach of contract, any
28 misrepresentation or fraud on the part of CONTRACTOR. Exercise by

1 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of
2 all further obligations under this Agreement.

3 35.2 Upon termination, or notice thereof, CONTRACTOR agrees to
4 cooperate with ADMINISTRATOR in the orderly transfer of service
5 responsibilities, active case records, and pertinent documents.

6 35.3 The obligations of COUNTY under this Agreement are contingent upon
7 the availability of Federal and/or State funds, as applicable, for the
8 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
9 for the services hereunder in the budget approved by the Orange County Board
10 of Supervisors each fiscal year this Agreement remains in effect or operation.
11 In the event that such funding is terminated or reduced, ADMINISTRATOR may
12 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
13 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
14 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
15 notification of such determination. CONTRACTOR shall immediately comply with
16 ADMINISTRATOR's decision.

17 35.4 If any provision of this Agreement or the application thereof is
18 held invalid, the remainder of this Agreement shall not be affected thereby.

19 36. GOVERNING LAW AND VENUE

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

By: _____
SUSAN J. RAYBURN, ~~VICE PRESIDENT~~
~~CONTRACTING & NETWORK DEVELOPMENT~~
CHIEF CONTRACTING OFFICER
UC IRVINE 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: _____
CHAIRMAN OF THE BOARD OF SUPERVISORS
COUNTY OF ORANGE, CALIFORNIA

Dated: _____

Dated: _____

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

ROBIN STIELER
Interim Clerk of the Board
Orange County, California

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

By: _____
DEPUTY

Dated: _____

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EXHIBIT A
TO
AGREEMENT
BETWEEN
COUNTY OF ORANGE
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION,
ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE,
DEPARTMENT OF PEDIATRICS
FOR THE PROVISION OF CHILD ABUSE MEDICAL EVALUATION AND PHYSICIAN SERVICES

1. POPULATION TO BE SERVED

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

2. HOURS OF OPERATION

2.1 CONTRACTOR's physician shall provide services an average of ~~thirty~~ ~~(30) twenty (20)~~ hours per week, as prioritized and directed by ADMINISTRATOR. Service hours shall not exceed 1,560 hours per year for each year of this agreement. ~~520 hours during the period of January 1, 2014 through June 30, 2014 or 1,040 hours per year thereafter.~~ ADMINISTRATOR shall define the work schedule for CONTRACTOR's physician. Schedule changes and additional work hours above twenty (20) hours per week to perform the services specified in Paragraph 3, of this Exhibit A, may be requested by CONTRACTOR's physician and may be performed with approval of ADMINISTRATOR.

3. SERVICES

3.1 CONTRACTOR shall provide the following services:

3.1.1 Clinical activities at COUNTY's Child Abuse Services Team

1 (CAST) facility and other mutual agreed upon facilities. Clinical activities
2 shall include but are not limited to, forensic sexual assault and/or physical
3 abuse or neglect medical examinations, providing medical supervision and
4 training of clinical staff, and participating in quality assurance and peer
5 review activities:

6 3.1.2 Consultation services to SSA, Health Care Agency or its
7 designee, District Attorney, Coroner staff, law enforcement, and
8 County Counsel on reported child abuse cases. Consultation services may
9 include, but are not limited to, review of medical records, review of
10 photographs, evaluating diagnostic tests, discussing with assigned social
11 workers and caregivers, conferring with CAST or other medical child protective
12 team staff, making recommendations for further action and rendering medical
13 opinions.

14 3.1.3 Consultation to physicians to support the accurate
15 diagnosis of child abuse and neglect. Consultation may include, but is not
16 limited to, discussing cases with collateral personnel and reviewing medical
17 records at the CAST facility or mutually agreed upon facilities.

18 3.1.4 ~~Peripient~~ Expert testimony, which may include, but is
19 not limited to, giving testimony in criminal and juvenile court proceedings as
20 mandated by subpoena.

21 3.1.5 Provide services referenced in Subparagraphs 3.1.1
22 through 3.1.3 on an on-call basis up to three (3) of five (5) days during the
23 hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, as needed and
24 requested by ADMINISTRATOR.

25 3.2 ADMINISTRATOR shall identify priorities for services and provide
26 direction to CONTRACTOR's physician regarding day-to-day activities specified
27 in Subparagraph 3.1, above.

28 4. QUALITY ASSURANCE

1 ADMINISTRATOR shall provide feedback to CONTRACTOR on performance of
2 CONTRACTOR's physician in accordance with services provided under this
3 Agreement.

4 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

5 5.1 CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-
6 four (24) hours if the position for CONTRACTOR'S physician for Child Abuse
7 Medical Evaluation and Physician Services becomes vacant due to resignation,
8 termination, leave of absence, or other reason.

9 5.2 CONTRACTOR shall deliver culturally sensitive and linguistically
10 appropriate services to meet the primary language needs of those served

11 6. FACILITIES

12 6.1 Services under this Agreement shall be provided at:

13 Oranewood Children and Family Center/CAST
14 401 The City Drive South
15 Orange, CA 92868

16 6.2 Services may also be provided at other locations, as necessary
17 and/or as mutually agreed upon between ADMINISTRATOR and CONTRACTOR. Other
18 locations may include, but are not limited to, University of California,
19 Irvine, Medical Center, Children's Hospital of Orange County, or other
20 hospital where privileges are obtained.

21 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
22 facility(ies) and location(s) where services shall be provided without
23 changing COUNTY's maximum obligation.

24 CONTRACTOR may utilize the CAST facility for the purpose of educating
25 and training medical residents or students and/or students of nurse or nurse
26 practitioner programs.

27 7. REPORTS

28 7.1 CONTRACTOR shall submit a complete and accurate monthly activity

1 report to ADMINISTRATOR, on a form approved or provided by ADMINISTRATOR. The
2 monthly activity report shall include, but not be limited to, data on clients
3 served and activities performed by CONTRACTOR's physician in accordance with
4 Paragraph 3, of this Exhibit A. The monthly report shall be submitted to
5 ADMINISTRATOR by the tenth (10th) calendar day of the month, covering services
6 and activities performed in the preceding month.

7 7.2 CONTRACTOR shall provide additional reports as required by
8 ADMINISTRATOR, regarding services and activities performed hereunder.
9 ADMINISTRATOR shall be specific as to the nature of information requested and
10 allow thirty (30) calendar days for CONTRACTOR to respond.

11 7.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
12 delete, waive or otherwise modify reporting requirements, as stated in this
13 Paragraph.

14 8. COMPENSATION

15 8.1 The rate of ~~\$121~~ \$115 per hour will be paid for services provided
16 in accordance with Paragraph 3 of Exhibit A to this Agreement, not to exceed
17 the maximum obligation, as defined in Paragraph 17.1 of this Agreement.

18 8.2 If services occur during an on-call period referenced in
19 Subparagraph 3.1.5, CONTRACTOR will be paid the rate of ~~\$121~~ \$115 per hour for
20 each hour in which services are rendered. When service is provided during an
21 on-call period, only the hours during which services are rendered are eligible
22 for compensation. ~~Remaining or unused on-call hours shall not be eligible for~~
23 ~~compensation.~~

24 8.3 When no service is provided during an on-call period requested by
25 ADMINISTRATOR, CONTRACTOR shall be compensated at one-fourth (1/4) the rate
26 specified in Subparagraph 8.1 for the entire on-call period.

27 9. STAFF

28 CONTRACTOR shall, throughout the term of this Agreement, provide a

1 physician approved by ADMINISTRATOR, to provide Child Abuse Medical Evaluation
2 and Physician Services, who shall collaborate directly with CONTRACTOR's
3 designated representative approved by ADMINISTRATOR. Upon written approval by
4 ADMINISTRATOR, and in order to meet the requirements as specified in Paragraph
5 3, of this Exhibit A, CONTRACTOR may utilize more than one (1) qualified
6 physician.

7 Unless otherwise waived in writing by ADMINISTRATOR, the Physician's
8 duties and minimum qualifications shall include the following:

9 9.1 Physician

10 9.1.1 Duties:

11 9.1.1.1 Perform forensic sexual assault and/or
12 physical abuse medical examinations, provide medical supervision and training
13 of clinical staff, and participate in quality assurance and peer review
14 activities;

15 9.1.1.2 Provide consultation to SSA, Health Care
16 Agency or its designees, law enforcement, County Counsel, District Attorney,
17 and Coroner staff on reported child abuse cases, which may include, but is not
18 limited to, reviewing medical records, review of photographs, evaluating
19 diagnostic tests, discussing information with assigned social workers and
20 caregivers, conferring with CAST or other medical child protective team staff,
21 making recommendations for further action, and rendering medical opinions.

22 9.1.1.3 Provide consultation to physicians to support
23 the accurate diagnosis of child abuse and neglect, which may include, but is
24 not limited to, discussing with collateral personnel and reviewing medical
25 records at the CAST facility and/or agreed upon location.

26 9.1.1.4 Give percipient testimony, which may include,
27 but is not limited to, testimony in criminal and juvenile court proceedings as
28 mandated by subpoena.

1 9.1.1.5 Educate and train residents or medical
2 students, and/or students of nurse or nurse practitioner programs at the CAST
3 facility and/or agreed upon location.

4 9.1.1.6 Educate social workers, nurses and/or SSA
5 staff at the discretion of the ADMINISTRATOR.

6 9.1.2 Qualifications:

7 9.1.2.1 Board certified pediatrician or board
8 certified child abuse pediatrician;

9 9.1.2.2 Minimum one (1) year of experience examining
10 and evaluating neglected, sexually and physically abused children in both a
11 hospital and outpatient settings;

12 9.1.2.3 Experience in giving expert witness court
13 testimony in child abuse cases;

14 9.1.2.4 Experience working in a collaborative, multi-
15 disciplinary setting;

16 9.1.2.5 Teaching experience with residents, the
17 community, etc.;

18 9.1.2.6 Knowledge of the systems involved in child
19 protection and prosecution; and

20 9.1.2.7 Effective oral, written, and interpersonal
21 communication skills.

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