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AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,  
AS DESCRIBED IN ARTICLE IX, SECTION 9, OF THE CALIFORNIA CONSTITUTION, ON BEHALF  
OF UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE,  
DEPARTMENT OF PEDIATRICS  
FOR THE PROVISION OF CHILD ABUSE 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  
2 1. TERM

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

13 2. ALTERATION OF TERMS

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

21 3. STATUS OF CONTRACTOR

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

1 services to be provided during the course and scope of their employment.

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

5 4. DESCRIPTION OF SERVICES, STAFFING

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

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

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

20 5. LICENSES AND STANDARDS

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

1           5.2 In the performance of this Agreement, CONTRACTOR shall comply,  
2 unless waived in whole or in part by ADMINISTRATOR, with all applicable  
3 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
4 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR  
5 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
6 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable  
7 laws and regulations of the United States, State of California, County of  
8 Orange Social Services Agency and all administrative regulations, rules and  
9 policies adopted thereunder as each and all may now exist or be hereafter  
10 amended.

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

15       6.    DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16           6.1   Delegation and Assignment:

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

26           6.2   Subcontracts:

27           CONTRACTOR shall not subcontract for services under this Agreement  
28 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents

1 in writing to a subcontract, in no event shall the subcontract alter, in any  
2 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
3 be in writing and copies of same shall be provided to ADMINISTRATOR.  
4 CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may  
5 require.

6 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7 7.1 Form of Business Organization:

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

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

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

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

21 7.2 Change in Form of Business Organization:

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

1           8.     USE OF COUNTY PROPERTY

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

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

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

20          9.     NON-DISCRIMINATION

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

1 group in accordance with the requirements of all applicable Federal or State  
2 laws.

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

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

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

13 9.5 Non-Discrimination in Employment:

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

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

26 California Department of Social Services

27 Public Inquiry and Response Bureau

28 P.O. Box 944243, M.S. 8-3-23



1 Sacramento, CA 94244-2430

2 Telephone: (800) 952-5253

3 (800) 952-8349 (For the hard of hearing)

4 9.6 Non-Discrimination in Service Delivery:

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

28 9.6.2 CONTRACTOR shall provide any and all clients desirous of

1 filing a formal complaint any and all information as appropriate:

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

4 9.6.2.2 Discrimination Complaint Form

5 9.6.2.3 Civil Rights Contacts:

6 County Civil Rights Contact:

7 Orange County Social Services Agency

8 Program Integrity

9 Attn: Civil Rights Coordinator

10 P.O. Box 22001

11 Santa Ana, CA 92702-2001

12 Telephone: (714) 438-8877

13 State Civil Rights Contact:

14 California Department of Social Services

15 Civil Rights Bureau

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

17 Sacramento, CA 94244-2430

18 Federal Civil Rights Contact:

19 U.S. Department of Health and Human Services

20 Office of Civil Rights

21 50 U.N. Plaza, Room 322

22 San Francisco, CA 94102

23 10. NOTICES

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

26 COUNTY: County of Orange Social Services Agency

27 Contract Services

28 500 N. State College Blvd., Suite 100

1 Orange, CA 92868

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

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

13 11. INDEMNIFICATION

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

27 11.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its  
28 officers, employees, and agents ("CONTRACTOR INDEMNITEES") harmless from any

1 claims, demands, or liability of any kind or nature, including but not limited  
2 to personal injury or property damage, arising from or related to the  
3 services, products or other performance provided by COUNTY pursuant to this  
4 Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of  
5 competent jurisdiction because of the concurrent active negligence of  
6 CONTRACTOR or CONTRACTOR INDEMNITEES, COUNTY and CONTRACTOR agree that  
7 liability will be apportioned as determined by the court. Neither party shall  
8 request a jury apportionment.

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

12 12. INSURANCE

13 12.1 Prior to the provision of services under this contract,  
14 CONTRACTOR agrees to purchase all required insurance or maintain a program of  
15 self-insurance at CONTRACTOR's expense, including all endorsements required  
16 herein, necessary to satisfy COUNTY that the insurance provisions of this  
17 contract have been complied with. CONTRACTOR agrees to keep such insurance  
18 coverage, Certificates of Insurance, and endorsements on deposit with the  
19 County during the entire term of this contract. In addition, all  
20 subcontractors performing work on behalf of CONTRACTOR pursuant to this  
21 contract shall obtain insurance subject to the same terms and conditions as  
22 set forth herein for CONTRACTOR.

23 12.2 CONTRACTOR shall ensure that all subcontractors performing work on  
24 behalf of Contractor pursuant to this agreement shall be covered under  
25 CONTRACTOR's insurance or program of self-insurance, as an Additional Insured  
26 or maintain insurance subject to the same terms and conditions as set forth  
27 herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if  
28 subcontractors have less than the level of coverage required by COUNTY from

1 CONTRACTOR under this agreement. It is the obligation of CONTRACTOR to  
 2 provide notice of the insurance requirements to every subcontractor and to  
 3 receive proof of insurance prior to allowing any subcontractor to begin work.  
 4 Such proof of insurance must be maintained by CONTRACTOR through the entirety  
 5 of this agreement for inspection by County representative(s) at any reasonable  
 6 time

7 12.3 All self-insured retentions (SIRs) and deductibles shall be  
 8 clearly stated on the Certificate of Insurance. If no SIRs or deductibles  
 9 apply, indicate this on the Certificate of Insurance with a "0" by the  
 10 appropriate line of coverage.

11 12.4 If the Contractor fails to maintain insurance or a program of self-  
 12 insurance acceptable to COUNTY for the full term of this contract, COUNTY may  
 13 terminate this contract.

14 12.4.1 The policy or policies of insurance required herein must  
 15 be issued by an insurer with a minimum rating of A- (Secure A.M. Best's  
 16 Rating) and VIII (Financial Size Category as determined by the most current  
 17 edition of the Best's Key Rating Guide/Property-Casualty/United States or  
 18 ambest.com). It is preferred, but not mandatory, that the insurer be licensed  
 19 to do business in the state of California (California Admitted Carrier).

20 12.5 If the insurance carrier does not have an A.M. Best Rating of A-  
 21 /VIII, the CEO/Office of Risk Management retains the right to approve or  
 22 reject a carrier after a review of the company's performance and financial  
 23 rating.

24 12.6 The policy or policies of insurance maintained by CONTRACTOR shall  
 25 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

1 Automobile Liability including coverage for \$1,000,000 per occurrence  
 2 owned, non-owned and hired vehicles

3 Workers' Compensation Statutory

4 Employer's Liability Insurance \$1,000,000 per occurrence

5 Professional Liability Insurance \$1,000,000 per claims made  
 6 \$1,000,000 aggregate

7 12.7 Required Coverage Forms:

8 12.7.1 Commercial General Liability coverage shall be written on  
 9 Insurance Services Office (ISO) form CG 00 01 or a substitute form providing  
 10 liability coverage at least as broad.

11 12.7.2 Business Auto Liability coverage shall be written on ISO  
 12 form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing  
 13 coverage at least as broad.

14 12.8 Required Endorsements:

15 12.8.1 Commercial General Liability policy shall contain the  
 16 following endorsements, which shall accompany the Certificate of Insurance:

17 12.8.1.1 An Additional Insured endorsement using ISO  
 18 form CG 2010 or CG 2033 or a form at least as broad naming the County of  
 19 Orange, its elected and appointed officials, officers, agents and employees,  
 20 as Additional Insureds.

21 12.8.1.2 A primary non-contributing endorsement  
 22 evidencing that CONTRACTOR's insurance is primary and any insurance or self-  
 23 insurance maintained by the County of Orange shall be excess and non-  
 24 contributing.

25 12.9 All insurance policies and programs of self-insurance required by  
 26 this Contract shall waive all rights of subrogation against the County of  
 27 Orange, its elected and appointed officials, officers, agents and employees  
 28 when acting within the scope of their appointment or employment.

1           12.10 CONTRACTOR shall notify COUNTY in writing within thirty (30) days  
2 of any policy cancellation and ten (10) days for non-payment of premium and  
3 provide a copy of the cancellation notice to COUNTY. Failure to provide  
4 written notice of cancellation may constitute a material breach of the  
5 contract, upon which the COUNTY may suspend or terminate this Agreement

6           12.11 If CONTRACTOR's Professional Liability policy is a "claims made"  
7 policy, CONTRACTOR shall agree to maintain Professional Liability coverage for  
8 two (2) years following completion of this Agreement.

9           12.12 The Commercial General Liability policy shall contain a  
10 severability of interests clause also known as a "separation of insureds"  
11 clause (standard in the ISO CG 0001 policy).

12           12.13 Insurance certificates should be mailed to COUNTY at the address  
13 indicated in Paragraph 10 of this Agreement.

14           12.14 If CONTRACTOR fails to provide the insurance certificates and  
15 endorsements within seven (7) days of notification by CEO/County Procurement  
16 Office or ADMINISTRATOR, award may be made to the next qualified proponent

17           12.15 COUNTY expressly retains the right to require CONTRACTOR to  
18 increase or decrease insurance of any of the above insurance types throughout  
19 the term of this Agreement. Any increase or decrease in insurance will be as  
20 deemed by County of Orange Risk Manager as appropriate to adequately protect  
21 COUNTY.

22           12.16 COUNTY shall notify CONTRACTOR in writing of changes in the  
23 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
24 certificates of insurance and endorsements with COUNTY incorporating such  
25 changes within thirty (30) days of receipt of such notice, this Agreement may  
26 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
27 entitled to all legal remedies.

28           12.17 The procuring of such required policy or policies of insurance

1 shall not be construed to limit CONTRACTOR's liability hereunder nor to  
2 fulfill the indemnification provisions and requirements of this Agreement, nor  
3 act in any way to reduce the policy coverage and limits available from the  
4 insurer.

5 13. CONFLICT OF INTEREST

6 13.1 CONTRACTOR shall exercise reasonable care and diligence to prevent  
7 any actions or conditions that could result in a conflict with the best  
8 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,  
9 agents, relatives, subcontractors, and third parties associated with  
10 accomplishing the work hereunder.

11 13.2 CONTRACTOR's efforts shall include, but not be limited to,  
12 establishing precautions to prevent its employees or agents from making,  
13 receiving, providing, or offering gifts, entertainment, payments, loans, or  
14 other considerations which could be deemed to appear to influence individuals  
15 to act contrary to the best interests of COUNTY.

16 14. ANTI-PROSELYTISM PROVISION

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

21 15. SUPPLANTING GOVERNMENT FUNDS

22 CONTRACTOR shall not supplant any Federal, State or COUNTY funds  
23 intended for the purposes of this Agreement with any funds made available  
24 under this Agreement. CONTRACTOR shall not claim reimbursement from COUNTY  
25 for, or apply sums received from COUNTY with respect to, that portion of its  
26 obligations which have been paid by another source of revenue. CONTRACTOR  
27 agrees that it shall not use funds received pursuant to this Agreement, either  
28 directly or indirectly, as a contribution or compensation for purposes of



1 obtaining Federal, State or COUNTY funds under any Federal, State or COUNTY  
2 program without prior written approval of ADMINISTRATOR.

3 16. BREACH SANCTIONS

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

9 16.1 Afford CONTRACTOR a time period within which to cure the breach,  
10 which period shall be established by ADMINISTRATOR; and/or

11 16.2 Discontinue reimbursement to CONTRACTOR for and during the period  
12 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to  
13 later recovery; and/or

14 16.3 Offset against any monies billed by CONTRACTOR but yet unpaid by  
15 COUNTY those monies disallowed pursuant to Subparagraph 16.2 above.

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

18 17. PAYMENTS

19 17.1 Maximum Contractual Obligation:

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

25 17.2 Allowable Costs and Usage:

26 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
27 monthly in arrears, for the provision of services described in Paragraph 3 of  
28 Exhibit A to this Agreement, at the rate stated in Paragraph 8 of Exhibit A to

1 this Agreement. COUNTY does not guarantee CONTRACTOR any minimum number of  
2 referrals or minimum sum of money during the term of this Agreement.

3 17.3 Claims:

4 17.3.1 CONTRACTOR shall submit monthly claims to be received by  
5 ADMINISTRATOR no later than the twentieth (20<sup>th</sup>) calendar day of the month for  
6 expenses incurred in the preceding month. In the event the twentieth (20<sup>th</sup>)  
7 calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the  
8 claim the next business day. COUNTY holidays include New Year's Day, Martin  
9 Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day,  
10 Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day,  
11 Friday after Thanksgiving, and Christmas Day.

12 17.3.2 All claims must be submitted on a form approved by  
13 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
14 source documents with the monthly claim, including, inter alia, a monthly  
15 statement of services, general ledgers, supporting journals, time sheets,  
16 invoices, canceled checks, receipts, and receiving records, some of which may  
17 be required to be copied. Source documents that CONTRACTOR must submit shall  
18 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR  
19 shall retain all financial records in accordance with Paragraph 20 (Records,  
20 Inspections, and Audits) of this Agreement.

21 17.3.3 Payments should be released by COUNTY within a reasonable  
22 time period of approximately thirty (30) days after receipt of a correctly  
23 completed claim form and required supporting documentation.

24 17.3.4 Year End and Final Claims:

25 17.3.4.1 During each COUNTY fiscal year, July 1  
26 through June 30, covered under the term of this Agreement, COUNTY may  
27 establish two (2) billing periods (June 1<sup>st</sup> through June 15<sup>th</sup> and June 16<sup>th</sup>  
28 through June 30<sup>th</sup>) for the month of June which shall require CONTRACTOR submit

1 separate invoice claims for each billing period. In the event COUNTY  
2 determines a need for two (2) billing periods during any or all COUNTY fiscal  
3 years, COUNTY will provide written notification to CONTRACTOR by the 15<sup>th</sup> of  
4 May of each corresponding fiscal year, which will inform CONTRACTOR of  
5 applicable invoice claim deadlines.

6 17.3.4.2 CONTRACTOR shall submit a final claim for  
7 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
8 this Agreement as stated in Paragraph 1, by no later than August 30<sup>th</sup> of each  
9 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
10 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
11 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
12 per each COUNTY fiscal year must be received, upon written notice to  
13 CONTRACTOR.

14 17.3.4.3 The basis for final settlement shall be the  
15 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 230,  
16 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
17 to the maximum obligation of COUNTY. In the event that any overpayment has  
18 been made, COUNTY may offset the amount of the overpayment against the final  
19 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
20 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
21 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
22 event an overpayment has been made.

23 18. OVERPAYMENTS

24 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which  
25 CONTRACTOR is entitled under this Agreement shall be repaid to COUNTY, in  
26 accordance with any applicable regulations and/or policies in effect during  
27 the term of this Agreement, or as established by COUNTY procedure. Any  
28 overpayments made by COUNTY which result from a payment by any other funding

1 source shall be repaid, at the discretion of ADMINISTRATOR, to COUNTY or the  
2 funding source. Unless earlier repaid, CONTRACTOR shall make repayment within  
3 thirty (30) days after the date of the final audit findings report and prior  
4 to any administrative appeal process. In the event an overpayment owing by  
5 CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR  
6 shall reimburse COUNTY within thirty (30) days thereafter and prior to any  
7 administrative appeal process. CONTRACTOR agrees to pay all costs incurred by  
8 COUNTY necessary to enforce the provisions set forth in this Paragraph.

9 19. OUTSTANDING DEBT

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

13 20. RECORDS, INSPECTIONS AND AUDITS

14 20.1 Financial Records:

15 20.1.1 CONTRACTOR shall prepare and maintain accurate and  
16 complete financial records. Financial records shall be retained, by  
17 CONTRACTOR, for a minimum of five (5) years from the date of final payment  
18 under this Agreement or until all pending COUNTY, State and Federal audits are  
19 completed, whichever is later.

20 20.1.2 CONTRACTOR shall establish and maintain reasonable  
21 accounting, internal control and financial reporting standards in conformity  
22 with generally accepted accounting principles established by the American  
23 Institute of Certified Public Accountants and to the satisfaction of  
24 ADMINISTRATOR.

25 20.2 Client Records:

26 20.2.1 CONTRACTOR shall prepare and maintain accurate and  
27 complete records of clients served and dates and type of services provided  
28 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

1           20.2.2 All client records related to services provided under the  
2 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five  
3 (5) years from the date of final payment under this Agreement or until all  
4 pending COUNTY, State and Federal audits are completed, whichever is later.  
5 Notwithstanding anything to the contrary, upon termination of this Agreement,  
6 CONTRACTOR shall relinquish control with respect to client records to COUNTY  
7 in accordance with Subparagraph 35.2.

8           20.2.3 COUNTY may refuse payment for a claim if client records  
9 are determined by COUNTY to be incomplete or inaccurate. In the event client  
10 records are determined to be incomplete or inaccurate after payment has been  
11 made, COUNTY may treat such payment as an overpayment within the provisions of  
12 this Agreement.

13           20.3 Public Records:

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

19           20.4 Inspections and Audits:

20           20.4.1 The U.S. Department of Health and Human Services,  
21 Comptroller General of the United States, Director of CDSS, State Auditor-  
22 General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
23 Department, or any of their authorized representatives, shall have access to  
24 any books, documents, papers and records, including medical records, of  
25 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
26 for the purpose of financial monitoring. Further, all the above mentioned  
27 persons have the right at all reasonable times to inspect or otherwise  
28 evaluate the work performed or being performed under this Agreement and the

1 premises in which it is being performed.

2 20.4.2 CONTRACTOR shall make its books and financial records  
3 available within the borders of Orange County within ten (10) days of receipt  
4 of written demand by ADMINISTRATOR.

5 20.4.3 In the event CONTRACTOR does not make available its books  
6 and financial records within the borders of Orange County, CONTRACTOR agrees  
7 to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's  
8 designee, necessary to obtain CONTRACTOR's books and financial records.

9 20.4.4 CONTRACTOR shall pay to COUNTY the full amount of  
10 COUNTY's liability to the State or Federal government or any agency thereof  
11 resulting from any disallowances or other audit exceptions to the extent that  
12 such liability is attributable to CONTRACTOR's failure to perform under this  
13 Agreement.

14 21. PERSONNEL DISCLOSURE

15 21.1 CONTRACTOR shall make available to ADMINISTRATOR a current list of  
16 all personnel providing services hereunder, including résumés and job  
17 applications. Changes to the list will be immediately provided to  
18 ADMINISTRATOR in writing, along with a copy of a résumé and/or job  
19 application. The list shall include:

20 21.1.1 Names of all full or part-time personnel by title,  
21 including volunteer personnel, whose direct services are required to provide  
22 the programs described herein;

23 21.1.2 A brief description of the functions of each position and  
24 the hours each person works each week; or for part-time personnel, each day or  
25 month, as appropriate;

26 21.1.3 The professional degree, if applicable, and experience  
27 required for each position; and

28 21.1.4 The language skill, if applicable, for all personnel.

1           21.2 Where authorized by law, CONTRACTOR's employment applications  
2 shall require applicants to provide detailed information regarding the  
3 conviction of a crime by any court, for offenses other than minor traffic  
4 infractions. Information not disclosed in the employment application  
5 discovered subsequent to the hiring or promotion of any applicant shall be  
6 cause for termination of that employee from the performance of services under  
7 this Agreement.

8           21.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
9 COUNTY, a clearance on the following public websites the names and dates of  
10 birth for all employees and/or volunteers who will have direct, interactive  
11 contact with clients served through this Agreement: U.S. Department of Justice  
12 National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and Megan's Law Sex Offender  
13 Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

14           21.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to  
15 COUNTY, a criminal record background check on all employees (direct service  
16 and administrative) funded through this Agreement and also all non-funded  
17 staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
18 interactive contact with clients served through this Agreement. Background  
19 checks conducted through the California Department of Justice shall include a  
20 check of the California Central Child Abuse Index, when  
21 applicable. Candidates will satisfy background checks consistent with this  
22 paragraph and their performance of services under this Agreement.

23           21.5 In the event a record is revealed through the processes described  
24 in Subparagraphs 21.3 and 21.4, COUNTY will be available to consult with  
25 CONTRACTOR on appropriateness of personnel providing services through this  
26 Agreement.

27           21.6 CONTRACTOR attests that all persons employed or otherwise assigned  
28 by CONTRACTOR to provide services under this Agreement have satisfactory past

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

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

18 21.8 COUNTY has the right to approve or disapprove all of CONTRACTOR's  
19 staff performing work hereunder and any proposed changes in CONTRACTOR's  
20 staff.

21 21.9 COUNTY shall have the right to require CONTRACTOR to remove any  
22 employee from the performance of services under this Agreement. At the  
23 request of COUNTY, CONTRACTOR shall immediately replace said personnel.

24 21.10 CONTRACTOR shall notify COUNTY immediately when staff is  
25 terminated for cause from working on this Agreement, as permitted by law.

26 21.11 Disqualification, if any, of CONTRACTOR staff, pursuant to  
27 Paragraph 21, shall not relieve CONTRACTOR of its obligation to complete all  
28 work in accordance with the terms and conditions of this Agreement.



22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to ensure that all employees, volunteers, consultants, or agents performing services under this Agreement report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. CONTRACTOR shall require such employee, volunteer, consultant or agent to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements as set forth in Section 15630 of the WIC and will comply with the provisions of these code sections as they now exist or as they may hereafter be amended.

23. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

24. CONFIDENTIALITY

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

24.2 All records and information concerning any and all persons referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and volunteers. CONTRACTOR shall require all of its employees, agents,

1 subcontractors and volunteer staff who may provide services for CONTRACTOR  
2 under this Agreement to sign an agreement with CONTRACTOR before commencing  
3 the provision of any such services, to maintain the confidentiality of any and  
4 all materials and information with which they may come into contact, or the  
5 identities or any identifying characteristics or information with respect to  
6 any and all participants referred to CONTRACTOR by COUNTY, except as may be  
7 required to provide services under this Agreement or to those specified in  
8 this Agreement as having the capacity to audit CONTRACTOR, and as to the  
9 latter, only during such audit. CONTRACTOR shall comply with any audits  
10 specified in Paragraph 20, provide reports and any other information required  
11 by COUNTY in the administration of this Agreement, and as otherwise permitted  
12 by law.

13 24.3 CONTRACTOR shall inform all of its employees, agents,  
14 subcontractors, volunteers and partners of this provision and that any person  
15 violating the provisions of said State law may be guilty of a crime.

16 24.4 CONTRACTOR agrees that any and all subcontracts entered into shall  
17 be subject to the confidentiality requirements of this Agreement.

18 24.5 CONTRACTOR agrees to maintain the confidentiality of its records  
19 with respect to Juvenile Court matters, in accordance with WIC Section 827,  
20 all applicable statutes, caselaw, and Orange County Juvenile Court Policy  
21 regarding Confidentiality, as it now exists or may hereafter be amended.

22 24.5.1 No access, disclosure or release of information regarding  
23 a child who is the subject of Juvenile Court proceedings shall be permitted  
24 except as authorized. If authorization is in doubt, no such information shall  
25 be released without the written approval of a Judge of the Juvenile Court.

26 24.5.2 CONTRACTOR must receive prior written approval of the  
27 Juvenile Court before allowing any child to be interviewed, photographed or  
28 recorded by any publication or organization or to appear on any radio,

1 television or internet broadcast or make any other public appearance. Such  
2 approval shall be requested through child's Social Worker.

3 25. COPYRIGHT ACCESS

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

8 26. WAIVER

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

17 27. PUBLICITY

18 27.1 Information and solicitations, prepared and released by  
19 CONTRACTOR, concerning the services provided under this Agreement shall state  
20 that the program, wholly or in part, is funded through COUNTY, State and  
21 Federal government funds.

22 27.2 CONTRACTOR shall not disclose any details in connection with this  
23 Agreement to any person or entity except as may be otherwise provided  
24 hereunder or required by law. However, in recognizing CONTRACTOR's need to  
25 identify its services and related clients to sustain itself, COUNTY shall not  
26 inhibit CONTRACTOR from publishing its role under this Agreement within the  
27 following conditions:

28 27.2.1 CONTRACTOR shall develop all publicity material in a

1 professional manner; and

2 27.2.2 During the term of this Agreement, CONTRACTOR shall not,  
3 and shall not authorize another to, publish or disseminate any commercial  
4 advertisements, press releases, feature articles, or other materials using the  
5 name of COUNTY without the prior written consent of COUNTY. COUNTY shall not  
6 unreasonably withhold written consent.

7 28. COUNTY RESPONSIBILITIES

8 ADMINISTRATOR will provide consultation and technical assistance and  
9 will monitor performance of CONTRACTOR in meeting the terms of this Agreement.

10 29. REFERRALS

11 29.1 CONTRACTOR shall provide services to individuals referred by  
12 ADMINISTRATOR.

13 30. REPORTS

14 30.1 CONTRACTOR shall provide information deemed necessary by  
15 ADMINISTRATOR to complete any State-required reports related to the services  
16 provided under this Agreement.

17 30.2 CONTRACTOR shall maintain records and submit reports containing  
18 such data and information regarding the performance of CONTRACTOR's services,  
19 costs or other data relating to this Agreement, as may be requested by  
20 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may  
21 modify the provisions of this Paragraph upon written notice to CONTRACTOR.

22 31. ENERGY EFFICIENCY STANDARDS

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

26 32. ENVIRONMENTAL PROTECTION STANDARDS

27 32.1 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42  
28 USC Section 7401 et seq.], Section 508 of the Clean Water Act (Title 33 USC

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

5 32.2 No facility to be utilized in the performance of the proposed  
6 grant has been listed on the EPA List of Violating Facilities;

7 32.3 It will notify COUNTY prior to award of the receipt of any  
8 communication from the Director, Office of Federal Activities, U.S. EPA,  
9 indicating that a facility to be utilized for the grant is under consideration  
10 to be listed on the EPA List of Violating Facilities; and

11 32.4 It will notify COUNTY and EPA about any known violation of the  
12 above laws and regulations.

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

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

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

27 ///

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

3           1)     No Federal appropriated funds have been paid or will  
4 be paid to any person for influencing or attempting to influence an officer or  
5 employee of any agency, a Member of Congress, an officer or employee of  
6 Congress, or an employee of a Member of Congress on his or her behalf in  
7 connection with the awarding of any Federal contract, the making of any  
8 Federal grant, the making of any Federal loan, the entering into of any  
9 cooperative agreement, and the extension, continuation, renewal, amendment or  
10 modification of any Federal contract, grant, loan or cooperative agreement;

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

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

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

1 34. POLITICAL ACTIVITY

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

5 35. TERMINATION PROVISIONS

6 35.1 ADMINISTRATOR may terminate this Agreement without penalty  
7 immediately with cause or after thirty (30) days written notice without cause,  
8 unless otherwise specified. Notice shall be deemed served on the date of  
9 mailing. Cause shall be defined as any breach of contract, any  
10 misrepresentation or fraud on the part of CONTRACTOR. Exercise by  
11 ADMINISTRATOR of the right to terminate this Agreement shall relieve COUNTY of  
12 all further obligations under this Agreement.

13 35.2 Upon termination, or notice thereof, CONTRACTOR agrees to  
14 cooperate with ADMINISTRATOR in the orderly transfer of service  
15 responsibilities, active case records, and pertinent documents.

16 35.3 The obligations of COUNTY under this Agreement are contingent upon  
17 the availability of Federal and/or State funds, as applicable, for the  
18 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds  
19 for the services hereunder in the budget approved by the Orange County Board  
20 of Supervisors each fiscal year this Agreement remains in effect or operation.  
21 In the event that such funding is terminated or reduced, ADMINISTRATOR may  
22 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or  
23 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be  
24 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written  
25 notification of such determination. CONTRACTOR shall immediately comply with  
26 ADMINISTRATOR's decision.

27 35.4 If any provision of this Agreement or the application thereof is  
28 held invalid, the remainder of this Agreement shall not be affected thereby.

1           36.   GOVERNING LAW AND VENUE

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

11           37.   SIGNATURE IN COUNTERPARTS

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

15           ///

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

By: Susan J. Rayburn  
SUSAN J. RAYBURN,  
CHIEF CONTRACTING OFFICER  
UC IRVINE HEALTH,  
THE REGENTS OF THE UNIVERSITY  
OF CALIFORNIA, AS DESCRIBED IN ARTICLE  
ARTICLE IX, SECTION 9, OF THE  
CALIFORNIA CONSTITUTION ON BEHALF OF  
UNIVERSITY OF CALIFORNIA, IRVINE  
SCHOOL OF MEDICINE  
DEPARTMENT OF PEDIATRICS

By: \_\_\_\_\_  
CHAIRWOMAN OF THE BOARD OF SUPERVISORS  
COUNTY OF ORANGE, CALIFORNIA

Dated: 3/22/16

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: [Signature]  
DEPUTY

Dated: 03/21/16

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 children ages birth to eighteen (0 - 18) years, experiencing child abuse or neglect.

2. HOURS OF OPERATION

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

3. SERVICES

3.1 CONTRACTOR shall provide the following services:

3.1.1 Clinical activities at COUNTY's Child Abuse Services Team (CAST) facility and other mutual agreed upon facilities. Clinical activities

1 shall include but are not limited to, forensic sexual assault and/or physical  
2 abuse or neglect medical examinations, providing medical supervision and  
3 training of clinical staff, and participating in quality assurance and peer  
4 review activities:

5 3.1.2 Consultation services to SSA, Health Care Agency or its  
6 designee, District Attorney, Coroner staff, law enforcement, and  
7 County Counsel on reported child abuse cases. Consultation services may  
8 include, but are not limited to, review of medical records, review of  
9 photographs, evaluating diagnostic tests, discussing with assigned social  
10 workers and caregivers, conferring with CAST or other medical child protective  
11 team staff, making recommendations for further action and rendering medical  
12 opinions.

13 3.1.3 Consultation to physicians to support the accurate  
14 diagnosis of child abuse and neglect. Consultation may include, but is not  
15 limited to, discussing cases with collateral personnel and reviewing medical  
16 records at the CAST facility or mutually agreed upon facilities.

17 3.1.4 Expert testimony, which may include, but is not limited  
18 to, giving testimony in criminal and juvenile court proceedings as mandated by  
19 subpoena.

20 3.1.5 Provide services referenced in Subparagraphs 3.1.1  
21 through 3.1.3 on an on-call basis up to three (3) of five (5) days during the  
22 hours of 5:00 p.m. and 9:00 p.m., Monday through Friday, as needed and  
23 requested by ADMINISTRATOR.

24 3.2 ADMINISTRATOR shall identify priorities for services and provide  
25 direction to CONTRACTOR's physician regarding day-to-day activities specified  
26 in Subparagraph 3.1, above.

27 4. QUALITY ASSURANCE

28 ADMINISTRATOR shall provide feedback to CONTRACTOR on performance of

1 CONTRACTOR's physician in accordance with services provided under this  
2 Agreement.

3 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

4 5.1 CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-  
5 four (24) hours if the position for CONTRACTOR'S physician for Child Abuse  
6 Medical Evaluation and Physician Services becomes vacant due to resignation,  
7 termination, leave of absence, or other reason.

8 5.2 CONTRACTOR shall deliver culturally sensitive and linguistically  
9 appropriate services to meet the primary language needs of those served

10 6. FACILITIES

11 6.1 Services under this Agreement shall be provided at:

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

15 6.2 Services may also be provided at other locations, as necessary  
16 and/or as mutually agreed upon between ADMINISTRATOR and CONTRACTOR. Other  
17 locations may include, but are not limited to, University of California,  
18 Irvine, Medical Center, Children's Hospital of Orange County, or other  
19 hospital where privileges are obtained.

20 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the  
21 facility(ies) and location(s) where services shall be provided without  
22 changing COUNTY's maximum obligation.

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

26 7. REPORTS

27 7.1 CONTRACTOR shall submit a complete and accurate monthly activity  
28 report to ADMINISTRATOR, on a form approved or provided by ADMINISTRATOR. The

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

6 7.2 CONTRACTOR shall provide additional reports as required by  
7 ADMINISTRATOR, regarding services and activities performed hereunder.  
8 ADMINISTRATOR shall be specific as to the nature of information requested and  
9 allow thirty (30) calendar days for CONTRACTOR to respond.

10 7.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,  
11 delete, waive or otherwise modify reporting requirements, as stated in this  
12 Paragraph.

## 13 8. COMPENSATION

14 8.1 The rate of \$121 per hour will be paid for services provided in  
15 accordance with Paragraph 3 of Exhibit A to this Agreement, not to exceed the  
16 maximum obligation, as defined in Paragraph 17.1 of this Agreement.

17 8.2 If services occur during an on-call period referenced in  
18 Subparagraph 3.1.5, CONTRACTOR will be paid the rate of \$121 per hour for each  
19 hour in which services are rendered. When service is provided during an on-  
20 call period, only the hours during which services are rendered are eligible  
21 for compensation.

22 8.3 When no service is provided during an on-call period requested by  
23 ADMINISTRATOR, CONTRACTOR shall be compensated at one-fourth (1/4) the rate  
24 specified in Subparagraph 8.1 for the entire on-call period.

## 25 9. STAFF

26 CONTRACTOR shall, throughout the term of this Agreement, provide a  
27 physician approved by ADMINISTRATOR, to provide Child Abuse Medical Evaluation  
28 and Physician Services, who shall collaborate directly with CONTRACTOR's

1 designated representative approved by ADMINISTRATOR. Upon written approval by  
2 ADMINISTRATOR, and in order to meet the requirements as specified in Paragraph  
3 3, of this Exhibit A, CONTRACTOR may utilize more than one (1) qualified  
4 physician.

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

7 9.1 Physician

8 9.1.1 Duties:

9 9.1.1.1 Perform forensic sexual assault and/or  
10 physical abuse medical examinations, provide medical supervision and training  
11 of clinical staff, and participate in quality assurance and peer review  
12 activities;

13 9.1.1.2 Provide consultation to SSA, Health Care  
14 Agency or its designees, law enforcement, County Counsel, District Attorney,  
15 and Coroner staff on reported child abuse cases, which may include, but is not  
16 limited to, reviewing medical records, review of photographs, evaluating  
17 diagnostic tests, discussing information with assigned social workers and  
18 caregivers, conferring with CAST or other medical child protective team staff,  
19 making recommendations for further action, and rendering medical opinions.

20 9.1.1.3 Provide consultation to physicians to support  
21 the accurate diagnosis of child abuse and neglect, which may include, but is  
22 not limited to, discussing with collateral personnel and reviewing medical  
23 records at the CAST facility and/or agreed upon location.

24 9.1.1.4 Give expert testimony, which may include, but  
25 is not limited to, testimony in criminal and juvenile court proceedings as  
26 mandated by subpoena.

27 9.1.1.5 Educate and train residents or medical  
28 students, and/or students of nurse or nurse practitioner programs at the CAST

1 facility and/or agreed upon location.

2 9.1.1.6 Educate social workers, nurses and/or SSA  
3 staff at the discretion of the ADMINISTRATOR.

4 9.1.2 Qualifications:

5 9.1.2.1 Board certified pediatrician or board  
6 certified child abuse pediatrician;

7 9.1.2.2 Minimum one (1) year of experience examining  
8 and evaluating neglected, sexually and physically abused children in both a  
9 hospital and outpatient settings;

10 9.1.2.3 Experience in giving expert witness court  
11 testimony in child abuse cases;

12 9.1.2.4 Experience working in a collaborative, multi-  
13 disciplinary setting;

14 9.1.2.5 Teaching experience with residents, the  
15 community, etc.;

16 9.1.2.6 Knowledge of the systems involved in child  
17 protection and prosecution; and

18 9.1.2.7 Effective oral, written, and interpersonal  
19 communication skills.

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