

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 THE UNIVERSITY OF  
CALIFORNIA, IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF FAMILY MEDICINE  
FOR THE PROVISION OF  
ELDER AND DEPENDENT ADULT ABUSE CONSULTATION SERVICES

~~THIS~~This AGREEMENT, entered into as of this 1st day of July ~~2016, which~~  
~~date is particularized for purpose of reference only~~2018, is by and between  
the COUNTY OF ORANGE, hereinafter referred to as "COUNTY," and THE REGENTS OF  
THE UNIVERSITY OF CALIFORNIA, as described in Article IX, Section 9 of the  
California Constitution, on behalf of the University of California Irvine  
School of Medicine, ~~hereinafter referred to as~~ "Department of Family Medicine  
(“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  
elder and dependent adult abuse consultation services; and

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

WHEREAS, such services are authorized and provided for pursuant to  
California Welfare and Institution Code (WIC) ~~Section~~Sections 15763 and 18951.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

The term of this Agreement shall commence ~~on~~ as of July 1, ~~2016~~2018, and terminate on June 30, ~~2018~~2021, unless earlier terminated pursuant to the provisions of Paragraph 40 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~~ provisions of this Agreement regarding 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~~ other provisions which by their terms ~~and conditions, provided that COUNTY's maximum obligation as stated in Subparagraph 18.1 of this Agreement does not increase as a result.~~ reasonably include performance after termination of this Agreement shall survive such termination of this Agreement.

2. ALTERATION OF TERMS

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

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Agreement.

3. STATUS OF CONTRACTOR

CONTRACTOR is . and shall at all times be deemed to be . an independent contractor . and shall be wholly responsible for the manner in

1 which it performs the services required of it by the terms of this Agreement.  
 2 Nothing herein contained shall be construed as creating the relationship of  
 3 employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
 4 or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively  
 5 the responsibility for the acts of its employees or agents as they relate to  
 6 services to be provided during the course and scope of their employment.

7 CONTRACTOR, its agents, and employees ~~and volunteers~~ shall not be  
 8 entitled to any rights and/or privileges of COUNTY employees, and shall not be  
 9 considered in any manner to be COUNTY employees.

10 4. DESCRIPTION OF SERVICES, AND STAFFING

11 CONTRACTOR agrees to provide those services, facilities,  
 12 equipment, and supplies, as described in the Exhibit "A" attached to ~~the~~this  
 13 Agreement ~~between County of Orange and The Regents of the University of~~  
 14 ~~California, as described in Article IX, Section 9 of the CALIFORNIA~~  
 15 ~~CONSTITUTION, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF~~  
 16 ~~MEDICINE for the Provision of Elder and Dependent Adult Abuse Consultation~~  
 17 ~~Services, attached hereto and incorporated herein by reference: CONTRACTOR~~  
 18 ~~agrees to provide those services, facilities, equipment and supplies as~~  
 19 ~~described in the Exhibit "A" to the Agreement between County of Orange and The~~  
 20 ~~Regents of the University of California, as described in Article IX, Section 9~~  
 21 ~~of the CALIFORNIA CONSTITUTION, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA,~~  
 22 ~~IRVINE SCHOOL OF MEDICINE for the Provision of Elder and Dependent Adult Abuse~~  
 23 ~~Consultation Services, attached hereto and incorporated herein by reference.~~

24 <sup>4.2</sup>CONTRACTOR shall operate continuously throughout the term of this Agreement  
 25 with the number and type of staff described and as required for provision of  
 26 services hereunder.

27 Subject to thirty (30) days advance written notice, ADMINISTRATOR  
 28 and CONTRACTOR may ~~require~~agree upon changes in staffing allocations to

1 reflect current workload demands or service needs as long as COUNTY's maximum  
2 obligation, as set forth in this Agreement, is not exceeded.

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

6 ~~4.3~~

7 5. LICENSES AND STANDARDS

8 CONTRACTOR attests that it has all necessary licenses and permits  
9 required by the laws of the United States, State of California, ~~(hereinafter~~  
10 <sup>5.1</sup> referred to as "State"), County of Orange, and all other appropriate  
11 governmental agencies to perform the services described in this Agreement, and  
12 agrees to maintain these licenses and permits in effect for the duration of  
13 this Agreement. Further, CONTRACTOR attests that its employees shall conduct  
14 themselves in compliance with such laws and licensure requirements, including,  
15 without limitation, compliance with laws applicable to sexual harassment and  
16 ethical behavior.

17 <sup>5.2</sup>

17 In the performance of this Agreement, CONTRACTOR shall comply,  
18 ~~unless waived in whole or in part by ADMINISTRATOR,~~ with all applicable  
19 provisions of the California Welfare and Institutions Code (WIC); Title 45 of  
20 the Code of Federal Regulations (CFR); implementing regulations under 2 CFR  
21 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit  
22 Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable  
23 laws and regulations of the United States, State of California, County of  
24 Orange Social Services Agency, and all administrative regulations, rules, and  
25 policies adopted thereunder, as each and all may now exist or be hereafter  
26 amended.

27 5.2.1 For ~~Federally~~federally funded Agreements in the amount of  
28 \$25,000 or more, CONTRACTOR certifies that its officers and/or principals are

1 not debarred or suspended from ~~Federal~~federal financial assistance programs  
2 and/or activities.

3 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

4 Delegation and Assignment~~÷~~

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

14 6.2 Subcontracts~~÷~~

15 CONTRACTOR shall not subcontract for services under this Agreement  
16 without the prior written consent of ADMINISTRATOR. If ADMINISTRATOR consents  
17 in writing to a subcontract, in no event shall the subcontract alter, in any  
18 way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must  
19 be in writing and copies of same shall be provided to ADMINISTRATOR.  
20 CONTRACTOR shall include in each subcontract any provision ~~ADMINISTRATOR~~State  
21 ~~or~~federal law may require.

22 7. USE OF COUNTY PROPERTY

23 COUNTY intends to permit CONTRACTOR the rent-free use of office  
24 space, office furniture~~,~~ and office equipment located in any and all offices  
25 and COUNTY facilities at which CONTRACTOR shall be co-located with COUNTY  
26 staff pursuant to this Agreement, as is more particularly set forth in that  
27 certain lease or license agreement described in Subparagraph ~~7.27.2~~, below.  
28 As stated in the lease or license agreement, said office space, office

1 furniture, and equipment shall be used solely by employees of CONTRACTOR while  
 2 performing their assigned duties pursuant to this Agreement.

3 CONTRACTOR and ADMINISTRATOR shall enter into a rent-free lease or  
 4 license agreement within form and substance reasonably acceptable to  
 5 CONTRACTOR and ADMINISTRATOR for facilities provided by ADMINISTRATOR, and  
 6 will execute all terms and conditions of said agreement upon ADMINISTRATOR's  
 7 presentation of said document to CONTRACTOR. Failure to execute the lease or  
 8 license agreement will result in a breach of this Agreement.

9 CONTRACTOR is responsible for any costs associated with Fair  
 10 Employment and Housing Act and Americans with Disabilities Act accommodations  
 11 for its own employees at COUNTY facilities. COUNTY may, in its sole  
 12 discretion and on a case-by-case basis, provide for such accommodations at no  
 13 cost to CONTRACTOR.

#### 14 8. NON-DISCRIMINATION

15 8.1 In the performance of this Agreement, CONTRACTOR agrees that it  
 16 shall not engage nor employ any unlawful discriminatory practices in the  
 17 admission of clients, provision of services or benefits, assignment of  
 18 accommodations, treatment, evaluation, employment of personnel, or in any  
 19 other respect, on the basis of race, religious creed, color, national origin,  
 20 ancestry, physical disability, mental disability, medical condition, genetic  
 21 information, marital status, sex, gender, gender identity, gender expression,  
 22 age, sexual orientation, military and veteran status, or any other protected  
 23 group, in accordance with the requirements of all applicable ~~Federal~~ federal or  
 24 State laws.

25 ~~8.38.2~~ ~~CONTRACTOR shall develop an Affirmative Action Program Plan~~  
 26 ~~which meets the lawful and applicable requirements of the U.S. Department of~~  
 27 ~~Labor.~~

28 CONTRACTOR shall furnish any and all information requested



1 by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours,  
2 to books, records, and accounts in order to ascertain CONTRACTOR's compliance  
3 with Paragraph 8 et seq.

4 Non-Discrimination in Employment

5 8.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled  
6 "Equal Employment Opportunity," as amended by Executive Order 11375 and as  
7 8.3 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

8 ~~Non-Discrimination in Employment:~~

9 ~~8.5.1~~ 8.3.2 All solicitations or advertisements for employees  
10 placed by or on behalf of CONTRACTOR shall state that all qualified applicants  
11 will receive consideration for employment without regard to race, religious  
12 creed, color, national origin, ancestry, physical disability, mental  
13 disability, medical condition, genetic information, marital status, sex,  
14 gender, gender identity, gender expression, age, sexual orientation, military  
15 and veteran status, or any other protected group, in accordance with the  
16 requirements of all applicable ~~Federal~~ federal or State laws. Notices  
17 describing the provisions of the equal opportunity clause shall be posted in a  
18 conspicuous place for employees and job applicants.

19 ~~8.5.2~~ 8.3.3 CONTRACTOR shall refer any and all employees desirous  
20 of filing a formal discrimination complaint ~~with any and all information as~~  
21 ~~appropriate in accordance with CONTRACTOR'S non-discrimination policy to:~~ to:

22 California Department of Social Services

23 Public Inquiry and Response Bureau

24 P.O. Box 944243, M.S. 8-~~34~~-23

25 ~~8.6.4~~ Sacramento, CA ~~94244-2430~~ 95814

26 Telephone: (800) 952-5253

27 (800) 952-8349 (For the hard of hearing)

28 Non-Discrimination in Service Delivery

1                   ~~8.6.1~~8.4.1 CONTRACTOR shall comply with Titles VI and VII of the  
2 Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of  
3 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food  
4 Stamp Act of 1977, as amended, and in particular ~~Section 7~~ CFR section 272.6;  
5 Title II of the Americans with Disabilities Act of 1990, as amended;  
6 California Civil Code Section 51 et seq., as amended; California Government  
7 Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h) ~~(1)~~,  
8 (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR)  
9 Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section  
10 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption  
11 Act of 1996; and other applicable ~~Federal~~ federal and State laws, as well as  
12 their implementing regulations (including Title 45 CFR Parts 80, 84, and 91;  
13 Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining  
14 to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as  
15 each may now exist or be hereafter amended. CONTRACTOR shall not implement  
16 any administrative methods or procedures which would have a discriminatory  
17 effect or which would violate the California Department of Social Services  
18 (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100.  
19 If there are any violations of this Paragraph, CDSS shall have the right to  
20 invoke fiscal sanctions or other legal remedies in accordance with WIC Section  
21 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be  
22 referred to the appropriate ~~Federal~~ federal agency for further compliance  
23 action and enforcement of Subparagraph ~~8.6~~8.6 et seq.

24                   ~~8.6.2~~8.4.2 CONTRACTOR shall provide any and all clients desirous  
25 of filing a formal complaint any and all information as appropriate ~~in~~  
26 ~~accordance with CONTRACTOR'S non-discrimination policy:~~

27                   ~~8.6.2.1~~8.4.2.1 Pamphlet: "Your Rights Under California  
28 Welfare Programs" (PUB 13)

~~8.6.2.2~~ 8.4.2.2 Discrimination Complaint Form

~~8.6.2.3~~ 8.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

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

Sacramento, CA 94244-2430

Federal Civil Rights Contact:

U.S. Department of Health and Human Services

Office of Civil Rights

50 U.N. Plaza, Room 322

San Francisco, CA 94102

<sup>9.1</sup>  
9. NOTICES

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

COUNTY: County of Orange Social Services Agency  
~~Contract~~ Contracts and Procurement Services  
500 N. State College Blvd., Suite #100  
Orange, CA 92868

1 CONTRACTOR: UC Irvine School of Medicine  
 2 ~~Chief~~Director of Contracting ~~Officer~~  
 3 333 City Blvd. West, Suite ~~160~~200  
 4 Orange, CA 92868

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

13 ~~##~~

14 10. NOTICE OF DELAYS

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

20 <sup>11.1</sup>  
 20 11. INDEMNIFICATION

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

1 or other performance provided by CONTRACTOR pursuant to this Agreement, but  
2 only in proportion to and to the extent that any such claims, demands, or  
3 liability are caused by or result from the negligence or willful acts or  
4 omissions of CONTRACTOR or its officers, employees, or agents. CONTRACTOR's  
5 duty to defend, as stated above, shall be absolute and irrespective of any  
6 duty to indemnify or hold harmless. If judgment is entered against CONTRACTOR  
7 and COUNTY by a court of competent jurisdiction because of the concurrent  
8 active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree  
9 that liability will be apportioned as determined by the court. Neither party  
10 shall request a jury apportionment.

11 COUNTY shall indemnify, defend with counsel and hold CONTRACTOR,  
12 its<sup>2</sup> officers, employees, and agents ("CONTRACTOR INDEMNITEES") harmless from  
13 any claims, demands or liability of any kind or nature, including but not  
14 limited to personal injury or property damage, arising from or related to the  
15 services, products or other performance provided by CONTRACTOR pursuant to  
16 this Agreement, but only in proportion to and to the extent that any such  
17 claims, demands, or liability are caused by or result from the negligence or  
18 willful acts or omissions of COUNTY or its officers, employees, or agents.  
19 COUNTY's duty to defend, as stated above, shall be absolute and irrespective  
20 of any duty to indemnify or hold harmless. If judgment is entered against  
21 COUNTY and CONTRACTOR by a court of competent jurisdiction because of the  
22 concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that  
23 liability will be apportioned as determined by the court. Neither party shall  
24 request a jury apportionment.

25 11.3 Neither termination of this Agreement, nor completion of the acts  
26 to be performed under this Agreement, shall release any party from its  
27 obligation to indemnify as to claims or cause of action asserted.

28 12. INSURANCE

1 Prior to the provision of services under this Agreement,  
 2 CONTRACTOR agrees to purchase all required insurance, or maintain a program of  
 3 self-insurance, at CONTRACTOR's expense ~~and to deposit with ADMINISTRATOR the~~  
 4 ~~Certificates of Insurance~~, including all endorsements required herein,  
 5 necessary to satisfy COUNTY that the insurance provisions of this Agreement  
 6 have been complied with, ~~and~~. CONTRACTOR agrees to keep such insurance  
 7 coverage ~~and the certificates therefore~~, Certificates of Insurance and  
 8 endorsements on deposit with ADMINISTRATOR ~~or maintain equivalent self-~~  
 9 ~~insurance~~ during the entire term of this Agreement.

10 CONTRACTOR shall ensure that all subcontractors performing work on  
 11 12.2 behalf of ~~Contractor~~CONTRACTOR pursuant to this ~~agreement~~Agreement shall be  
 12 covered under ~~Contractor's~~CONTRACTOR's insurance or program of self-insurance,  
 13 as an Additional Insured or maintain insurance subject to the same terms and  
 14 conditions as set forth herein for ~~Contractor~~. ~~Contractor~~CONTRACTOR.  
 15 CONTRACTOR shall not allow subcontractors to work if subcontractors have less  
 16 than the level of coverage required by ~~County~~COUNTY from ~~Contractor~~CONTRACTOR  
 17 under this ~~agreement~~Agreement. It is the obligation of ~~Contractor~~CONTRACTOR  
 18 to provide notice of the insurance requirements to every subcontractor and to  
 19 receive proof of insurance prior to allowing any subcontractor to begin work.  
 20 Such proof of insurance must be maintained by ~~Contractor~~CONTRACTOR through the  
 21 ~~entirety~~ of this ~~agreement~~Agreement for inspection by ~~County~~COUNTY  
 22 representative(s) at any reasonable time.

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

26 All self-insured retentions (SIRs) ~~and deductibles~~ shall be  
 27 clearly stated on the Certificate of Insurance. ~~If no SIRs or deductibles~~  
 28 ~~apply, indicate this on the Certificate of Insurance with a zero (0) by the~~

~~appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR's current audited financial report.~~

If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

12.4 Qualified Insurer:-

12.5.1 ~~The~~If the CONTRACTOR is not self-insured, then the policy or policies of insurance, if not self-insured, 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).

12.6 ~~If~~If CONTRACTOR is not self-insured and 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.

The policy or policies of insurance, ~~or equivalent self-insurance~~ maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory

1	Employer’s Liability Insurance	\$1,000,000 per occurrence
2		
3	Network Security & Privacy Liability	\$1,000,000 per claims made
4		
5	Professional Liability Insurance	\$ <del>3</del> 1,000,000 per claims made or per occurrence
6		\$1,000,000 aggregate
7		
8	Sexual Misconduct Liability	\$1,000,000 per occurrence

Required Coverage Forms ~~If Not Self Insured:~~

12.8 12.8.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

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

12.9 Required Endorsements

12.9.1 Commercial General Liability policy shall contain the following endorsements, ~~but limited to the indemnity obligations contained in Paragraph 11~~ which shall accompany the Certificate of Insurance:

12.9.1.1 An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, ~~agents~~ as Additional Insureds.

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

12.9.2 The Network Security and Privacy Liability policy shall



1 contain the following endorsements which shall accompany the Certificate of  
2 Insurance.

3 12.9.2.1 An Additional Insured endorsement naming the  
4 County of Orange, its elected and appointed officials, officers, agents and  
5 employees as Additional Insureds for its vicarious liability.

6 12.9.2.2 A primary and non-contributing endorsement  
7 evidencing that the CONTRACTOR's insurance is primary and any insurance or  
8 self-insurance maintained by the County of Orange shall be excess and non-  
9 contributing.

10 The Workers' Compensation policy shall contain a waiver of  
11 subrogation endorsement waiving all rights of subrogation against the County  
12 of Orange, its elected and appointed officials, officers, agents and employees  
13 or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

14 ~~12.10~~12.11 All insurance policies required by this Agreement shall  
15 waive all rights of subrogation against the County of Orange, its elected and  
16 appointed officials, officers, agents and employees when acting within the  
17 scope of their appointment or employment.

18 ~~The Workers' Compensation policy shall contain a waiver of~~  
19 ~~subrogation endorsement waiving all rights of subrogation against the County~~  
20 ~~of Orange, its elected and appointed officials, officers, agents and~~  
21 ~~employees.~~

22 CONTRACTOR shall notify ~~County~~COUNTY in writing within thirty (30)  
23 days of any policy cancellation and ten (10) days for non-payment of premium  
24 and provide a copy of the cancellation notice to ~~County~~COUNTY. Failure to  
25 provide written notice of cancellation may constitute a material breach of the  
26 contract, upon which the ~~County~~COUNTY may suspend or terminate this Agreement.

27 If CONTRACTOR's Professional Liability policy and Network Security  
28 and Privacy Liability is a "claims made" policy, CONTRACTOR shall agree to

1 maintain professional liability coverage for two (2) years following  
2 completion of this Agreement.

3 The Commercial General Liability policy shall contain a  
4 severability of interests clause also known as a "separation of insureds"  
5 clause (standard in the ISO CG 0001 policy).

6 12.14

Insurance certificates should be mailed to COUNTY at the address  
7 indicated in Paragraph 9 of this Agreement.

8 12.15

If CONTRACTOR fails to provide the insurance certificates and  
9 endorsements within seven (7) days of notification by CEO/County Procurement

10 12.16

Office or ADMINISTRATOR, award may be made to the next qualified proponent.

11 COUNTY expressly retains the right to require CONTRACTOR to  
12 increase or decrease insurance of any of the above insurance types throughout  
13 the term of this Agreement, which shall be mutually agreed upon in writing.

14 Any increase or decrease in insurance will be as deemed by County of Orange  
15 Risk Manager as appropriate to adequately protect COUNTY.

16 12.18

COUNTY shall notify CONTRACTOR in writing of changes in the  
17 insurance requirements. If CONTRACTOR does not deposit copies of acceptable  
18 certificates of insurance and endorsements with COUNTY incorporating such  
19 changes within thirty (30) days of receipt of such notice, this Agreement may  
20 be in breach without further notice to CONTRACTOR, and COUNTY shall be  
21 entitled to all legal remedies.

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

27 Submission of Insurance Documents:-

28 ~~12.20.11.1.1 The certificates of insurance and endorsements~~

1 shall be provided to COUNTY as follows:

2 ~~12.20.1.11.1.1.1~~ Prior to, or at the time of,  
3 execution of this Agreement.

4 ~~12.20.1.21.1.1.1~~ No later than the expiration date  
5 for each policy.

6 ~~12.20.1.31.1.1.1~~ Within thirty (30) calendar days  
7 upon receipt of written notice by COUNTY regarding changes to any of the  
8 insurance types as set forth in Subparagraph 12.7 of this Agreement.

9 ~~12.20.21.1.1~~ Certificates of Insurance and endorsements shall  
10 be provided to COUNTY at the address as referenced in Paragraph 9 of this  
11 Agreement.

12 ~~12.20.31.1.1~~ If CONTRACTOR fails to submit the Certificates  
13 of Insurance and endorsements that meet the insurance provisions stipulated in  
14 this Agreement by the above specified due dates, ADMINISTRATOR shall have sole  
15 discretion to impose one or both of the following:

16 ~~12.20.3.11.1.1.1~~ ADMINISTRATOR may withhold or delay  
17 any or all payments due to CONTRACTOR pursuant to any and all Agreements  
18 between COUNTY and CONTRACTOR until such time that the required Certificates  
19 of Insurance and endorsements that meet the insurance provisions stipulated in  
20 this Agreement are submitted to ADMINISTRATOR.

21 ~~12.20.3.21.1.1.1~~ CONTRACTOR may be assessed a penalty  
22 of one hundred dollars (\$100) for each late Certificate of Insurance or  
23 endorsement for each business day, pursuant to any and all Agreements between  
24 COUNTY and CONTRACTOR, until such time that the required Certificate of  
25 Insurance and endorsements that meet the insurance provisions stipulated in  
26 this Agreement are submitted to ADMINISTRATOR.

27 ~~12.20.3.31.1.1.1~~ If CONTRACTOR is assessed a late  
28 penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.

~~12.20.3.41.1.1.1~~ Notwithstanding the above, endorsements shall not be required in the case of self insurance.

~~12.20.41.1.1~~ In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid Certificates of Insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.

~~12.20.51.1.1~~ COUNTY warrants that it is self-insured or maintains policies of insurance placed with reputable insurance companies licensed to do business in the State of California which insures the perils of bodily injury, medical professional liability, and property damage. Upon request by CONTRACTOR, COUNTY shall provide evidence of such coverage.

### 13. NOTIFICATION OF INCIDENTS, CLAIMS OR SUITS

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

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

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

13.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property. ~~Such report shall be submitted to COUNTY within twenty four (24) hours of occurrence.~~

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CONTRACTOR

1 under the term of this Agreement. ~~Such report shall be submitted to COUNTY~~  
 2 ~~within twenty four (24) hours of occurrence.~~

3 14. CONFLICT OF INTEREST

4 The CONTRACTOR shall exercise reasonable care and diligence  
 5 to prevent any actions or conditions that could result in a conflict with the  
 6 best interests of COUNTY. This obligation shall apply to CONTRACTOR,  
 7 ~~14.11.1~~ CONTRACTOR's employees, agents, ~~relatives, and~~ subcontractors, ~~and third~~  
 8 ~~parties~~ associated with accomplishing ~~the~~ work and services hereunder.

9 The CONTRACTOR's efforts shall include, but not be limited  
 10 to ~~establishing~~ precautions to prevent its employees ~~or,~~ agents, and  
 11 ~~14.214.1~~ subcontractors from ~~making, receiving, providing,~~ or offering gifts,  
 12 entertainment, payments, loans, or other considerations which could be deemed  
 13 to influence or appear to influence ~~individuals to act contrary to~~ COUNTY staff  
 14 or elected officers from acting in the best interests of COUNTY.

15 15. ANTI-PROSELYTISM PROVISION

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

20 16. SUPPLANTING GOVERNMENT FUNDS

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

State, or COUNTY program without prior written approval of ADMINISTRATOR.

17. BREACH SANCTIONS

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

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

~~Discontinue reimbursement to CONTRACTOR for and during the 17.21.1 period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or~~

~~17.31.1 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 17.2 above.~~

17.2 ADMINISTRATOR a party will give ~~CONTRACTOR~~ the other party written notice of any action pursuant to this Paragraph, which notice shall be deemed served ~~on the date~~ in accordance with Section 9.1 of ~~mailing~~ this Agreement.

<sup>18.1</sup>  
18. PAYMENTS

Maximum Contractual Obligation:-

The maximum obligation of COUNTY under this Agreement shall not exceed the amount of \$~~377,806~~: ~~the~~ 571,126 or actual allowable costs, whichever is less. The annual amount ~~of \$186,134~~ for each twelve (12) month period is as follows:

18.1.1 \$190,202 for July 1, ~~2016~~ 2018 through June 30, ~~2017~~ and ~~the amount of \$191,672~~ 2019;

18.1.2 \$190,500 for July 1, ~~2017~~ 2019 through June 30, ~~2018~~,

1 ~~or actual allowable costs, whichever is less, 2020; and~~

2 18.1.3 \$190,424 for July 1, 2020 through June 30, 2021.

3 Allowable Costs

4 During the term of this Agreement, COUNTY shall pay CONTRACTOR  
5 monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR  
6 pursuant to this Agreement, as defined in 2 CFR, Part ~~220~~200, or as approved  
7 by ADMINISTRATOR. However, COUNTY, in its sole discretion, may pay CONTRACTOR  
8 for anticipated allowable costs that will be incurred by CONTRACTOR for June  
9 ~~2017~~2019, June 2020, and June ~~2018~~2021 during the months of such anticipated  
10 expenditure.

11 Claims

12 18.3 18.3.1 CONTRACTOR shall submit monthly claims to be received by  
13 ADMINISTRATOR ~~now~~within a reasonable time period not later than approximately  
14 the twentieth (20<sup>th</sup>) calendar day of the month for expenses incurred in the  
15 preceding month. ~~In the event the twentieth (20<sup>th</sup>) calendar day falls on a~~  
16 ~~weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business~~  
17 ~~day. COUNTY holidays include New Year's Day, Martin Luther King Day,~~  
18 ~~President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day,~~  
19 ~~Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after~~  
20 ~~Thanksgiving, unless ADMINISTRATOR and Christmas Day.~~CONTRACTOR mutually  
21 agree, in advance, to a later date.

22 18.3.2 All claims must be submitted on a form approved by  
23 ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting  
24 source documents with the monthly claim, including, inter alia, a monthly  
25 statement of services, general ledgers, supporting journals, time sheets,  
26 invoices, canceled checks, receipts, and receiving records, some of which may  
27 be required to be copied. Source documents that CONTRACTOR must submit shall  
28 be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR

1 shall retain all financial records in accordance with Paragraph 22 ~~(Records,~~  
 2 ~~Inspections, and Audits)~~ of this Agreement.

3 18.3.3 Payments should be released by COUNTY within a reasonable  
 4 time period of approximately thirty (30) days after receipt of a correctly  
 5 completed claim form and required supporting documentation.

6 18.3.4 Year End and Final Claims÷

7 18.3.4.1 CONTRACTOR shall submit a final claim for  
 8 each COUNTY fiscal year, July 1 through June 30, covered under the term of  
 9 this Agreement as stated in Paragraph ~~1~~1, by no later than August 30<sup>th</sup> of each  
 10 corresponding COUNTY fiscal year. Claims received after August 30<sup>th</sup> of each  
 11 corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not  
 12 be reimbursed. ADMINISTRATOR may modify the date upon which the final claim  
 13 per each COUNTY fiscal year must be received, upon written notice to  
 14 CONTRACTOR.

15 18.3.4.2 The basis for final settlement shall be the  
 16 actual allowable costs as defined in Title 45 CFR and 2 CFR, Part ~~220~~200,  
 17 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,  
 18 to the maximum obligation of COUNTY. In the event that any overpayment has  
 19 been made, COUNTY may offset the amount of the overpayment against the final  
 20 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall  
 21 pay COUNTY all such sums within five (5) business days of notice from COUNTY.  
 22 Nothing herein shall be construed as limiting the remedies of COUNTY in the  
 23 event an overpayment has been made.

24 ///

25 18.3.5 Seventy-Five Percent ~~Expenditure~~Authorization  
 26 Notification÷

27 18.3.5.1 CONTRACTOR shall maintain a system of record  
 28 keeping that will allow CONTRACTOR to determine when it has incurred seventy-



1 five percent (75%) of the total contract authorizations under this Agreement.  
2 Upon occurrence of this event, CONTRACTOR shall send written notification to  
3 ADMINISTRATOR.

4 19. OVERPAYMENTS

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

18 20. OUTSTANDING DEBT

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

22 21. REVENUE

23 Whenever CONTRACTOR receives any money ~~or funding from third party~~  
24 ~~sources, whether as a result of CONTRACTOR efforts required under section 8.3~~  
25 ~~of Exhibit A or otherwise~~ specifically designated for use in programs funded  
26 through this Agreement, such monies shall be ~~applied as~~ considered to be a cost  
27 off-set and treated as a reduction against ~~amounts~~ the amount claimed by  
28 CONTRACTOR ~~under this Agreement~~.

1 CONTRACTOR is not required to apply grants or gifts which are  
2 unrestricted in use to any cost or expense of CONTRACTOR in which COUNTY  
3 participates.

4 ~~21.2.~~ 22.1. FINAL REPORT

5 ~~CONTRACTOR shall complete and submit to ADMINISTRATOR a final report~~  
6 ~~within sixty (60) days after the termination of this Agreement, which shall~~  
7 ~~summarize the activities and services provided by CONTRACTOR during the term~~  
8 ~~of this Agreement. CONTRACTOR and ADMINISTRATOR may mutually agree in writing~~  
9 ~~to modify the date upon which the final report must be submitted.~~

10 23.1. INDEPENDENT AUDIT

11 ~~CONTRACTOR shall employ a licensed certified public~~  
12 ~~23.11.1 accountant who shall prepare and file with ADMINISTRATOR an annual~~  
13 ~~organization wide audit of related expenditures during the term of this~~  
14 ~~Agreement in compliance with the OMB Circular A 133, Audits of States, Local~~  
15 ~~Governments and Non Profit Organizations. The audit must be performed in~~  
16 ~~accordance with generally accepted government auditing standards and Title 2~~  
17 ~~CFR, Part 230. CONTRACTOR shall cooperate with COUNTY, State and/or Federal~~  
18 ~~agencies to ensure that corrective action is taken within six (6) months after~~  
19 ~~issuance of all audit reports with regard to audit exceptions.~~

20 ~~It is mutually understood that CONTRACTOR's yearly fiscal~~  
21 ~~cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR~~  
22 ~~copies of organization wide audits for each of the fiscal cycles corresponding~~  
23 ~~with the term of this Agreement. CONTRACTOR shall provide each audit within~~  
24 ~~thirty (30) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to~~  
25 ~~comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny~~  
26 ~~payment under this or any subsequent Agreement with CONTRACTOR until such time~~  
27 ~~as the required audit(s) are provided to ADMINISTRATOR.~~

28 24.22. RECORDS, INSPECTIONS, AND AUDITS

Financial Records:-

~~24.1.1~~22.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained, by ~~CONTRACTOR~~, for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later.

~~24.1.2~~22.1.2 CONTRACTOR shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of ADMINISTRATOR.

Client Records:-

~~24.2.2~~22.2.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

~~24.2.21.1.1~~ All client records related to services CONTRACTOR shall keep all COUNTY data provided ~~under~~to CONTRACTOR during the ~~term~~term(s) of this Agreement ~~shall be retained by CONTRACTOR~~ for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and ~~Federal~~federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to ~~client records~~ COUNTY data to COUNTY in accordance with Subparagraph ~~40.240.2~~.

~~22.2.2~~ COUNTY may refuse payment for a claim if Notwithstanding anything to the contrary, CONTRACTOR shall not be required to disclose such client records ~~are determined by COUNTY to be incomplete~~to COUNTY if it

1 reasonably determines that such disclosure is not permitted under applicable  
 2 federal and State privacy laws or ~~inaccurate.~~ regulations.

3 ~~24.2.3~~22.2.3 In the event COUNTY reasonably determines that  
 4 client records are determined to be incomplete or inaccurate after payment has  
 5 been made, COUNTY shall give written notice to CONTRACTOR specifying the  
 6 deficiencies, and CONTRACTOR shall have a period of thirty (30) days  
 7 thereafter to cure such deficiencies. If CONTRACTOR fails to cure such  
 8 deficiencies within the foregoing 30-day period, then COUNTY may treat such  
 9 payment as an overpayment within the provisions of this Agreement.

#### 10 Public Records

11 ~~24.3~~22.3 ~~With~~To the ~~exception of client records or other records referenced~~  
 12 ~~in Paragraph 28, entitled Confidentiality~~extent permissible under the law, all  
 13 records, including, but not limited to, reports, audits, notices, claims,  
 14 statements, and correspondence, required by this Agreement, may be subject to  
 15 public disclosure. Neither COUNTY nor CONTRACTOR will ~~not~~ be liable for any  
 16 such disclosure. ~~COUNTY understands and agrees that CONTRACTOR is subject to~~  
 17 ~~the provisions of the California Public Records Act. In the event CONTRACTOR~~  
 18 ~~receives a request to produce this Agreement, or identify any term, condition,~~  
 19 ~~or aspect of this Agreement, CONTRACTOR shall notify COUNTY.~~  
 20 ~~24.4~~22.4

#### 20 Inspections and Audits

21 ~~24.4.1~~22.4.1 The U.S. Department of Health and Human  
 22 Services, Comptroller General of the United States, Director of CDSS, State  
 23 Auditor-General, ADMINISTRATOR, COUNTY's Auditor-Controller and Internal Audit  
 24 Department, or any of their authorized representatives, shall have access to  
 25 any books, documents, papers, and records, including medical records, of  
 26 CONTRACTOR which any of them may determine to be pertinent to this Agreement  
 27 ~~for the purpose of financial monitoring.~~ Further, all the above mentioned  
 28 persons have the right at all reasonable times to inspect or otherwise

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

3 ~~24.4.2~~22.4.2 CONTRACTOR shall make its books and ~~financial~~  
4 records available within the borders of Orange County within ten (10) days of  
5 receipt of written demand by ADMINISTRATOR.

6 ~~24.4.3~~22.4.3 In the event CONTRACTOR does not make available  
7 its books and financial records within the borders of Orange County,  
8 CONTRACTOR agrees to pay all necessary and reasonable expenses incurred by  
9 COUNTY, or COUNTY's designee, necessary to obtain CONTRACTOR's books and  
10 ~~financial~~ records.

11 ~~24.4.4~~22.4.4 CONTRACTOR shall pay to COUNTY the full amount  
12 of COUNTY's liability to the State or ~~Federal~~federal government or any agency  
13 thereof resulting from any disallowances or other audit exceptions to the  
14 extent that such liability is attributable to CONTRACTOR's failure to perform  
15 under this Agreement.

16 ~~24.5.1.1~~ Evaluation Studies:

17 ~~24.5.1.1.1~~ CONTRACTOR shall participate as requested by COUNTY in  
18 ~~research and/or evaluative studies designed to show the effectiveness and/or~~  
19 ~~efficiency of CONTRACTOR's services or provide information about CONTRACTOR's~~  
20 ~~project.~~

21 ~~25.23.1~~23.1  
PERSONNEL DISCLOSURE

22 Where authorized by law, and in a manner consistent with  
23 California Government Code §12952, CONTRACTOR shall make available to  
24 ADMINISTRATOR a current list of all personnel providing services hereunder,  
25 including résumés and job applications. Changes to the list will be  
26 ~~immediately~~promptly provided to ADMINISTRATOR, in writing, along with a copy  
27 of a résumé and/or job application. ~~The~~Where authorized by law, the list  
28 shall include:

1 ~~25.1.1~~23.1.1 Names of all full or part-time personnel by  
 2 title, including volunteer personnel, whose direct services are required to  
 3 provide the programs described herein;

4 ~~25.1.2~~23.1.2 A brief description of the functions of each  
 5 position and the hours each person works each week~~+~~, or for part-time  
 6 personnel, each day or month, as appropriate;

7 ~~25.1.3~~23.1.3 The professional degree, if applicable, and  
 8 experience required for each position; and

9 ~~25.1.4~~23.1.4 The language skill, if applicable, for all  
 10 personnel.

11 Where authorized by law, and in a manner consistent with  
 12 California Government Code §12952, CONTRACTOR's employment applications shall  
 13 require applicants to provide detailed information regarding the conviction of  
 14 a crime by any court, for offenses other than minor traffic offenses.  
 15 Information not disclosed in the employment application discovered subsequent  
 16 to the hiring or promotion of any applicant shall be cause for termination of  
 17 that employee from the performance of services under this Agreement.  
~~25.2.3~~

18 Where authorized by law, CONTRACTOR shall conduct, at no  
 19 cost to COUNTY, a clearance on the following public websites the names and  
 20 dates of birth for all employees and/or volunteers who will have direct,  
 21 interactive contact with clients served through this Agreement: U.S.  
 22 ~~Department~~ ~~25.2.3.1~~ of Justice National Sex Offender Website ([www.nsopw.gov](http://www.nsopw.gov)) and  
 23 Megan's Law Sex Offender Registry ([www.meganslaw.ca.gov](http://www.meganslaw.ca.gov)).

24 Where authorized by law, CONTRACTOR shall conduct, at no  
 25 cost to COUNTY, a criminal record background check on all employees (direct  
 26 service and administrative) funded through this Agreement and also all non-  
 27 funded staff (e.g., volunteers, in-kind staff, etc.) who will have direct,  
 28 interactive contact with clients served through this Agreement. — Background

1 checks conducted through the California Department of Justice shall include a  
 2 check of the California Central Child Abuse Index, when  
 3 applicable. — Candidates will satisfy background checks consistent with this  
 4 paragraph and their performance of services under this Agreement.

5 CONTRACTOR shall ensure that clearances and background checks  
 6 described in Subparagraphs 25.2 and 25.3 are completed prior to CONTRACTOR's  
 7 personnel providing services under this Agreement.

8 In the event a record is revealed through the processes  
 9 described in Subparagraphs ~~25.2 and 25.3~~ 25.2 and 25.3, COUNTY will be  
 10 ~~25.4~~ 23.6 available to consult with CONTRACTOR on appropriateness of personnel providing  
 11 services through this Agreement.

12 CONTRACTOR ensures that all persons employed or otherwise  
 13 ~~25.5~~ 23.7 assigned by CONTRACTOR to provide services under this Agreement have  
 14 satisfactory past work records and/or reference checks indicating their  
 15 ability to perform the required duties and accept the kind of responsibility  
 16 anticipated under this Agreement. —CONTRACTOR shall maintain records of  
 17 background investigations and reference checks undertaken and coordinated by  
 18 CONTRACTOR for each employee and/or volunteer assigned to provide services  
 19 under this Agreement, for a minimum of five (5) years from the date of final  
 20 payment under this Agreement, or until all pending COUNTY, State, and  
 21 ~~Federal~~ federal audits are completed, whichever is later, in compliance with  
 22 all applicable laws.

23 CONTRACTOR shall immediately upon discovering, notify  
 24 ADMINISTRATOR concerning the arrest and/or subsequent conviction, for  
 25 offenses, other than traffic infractions, of any paid employee and/or  
 26 volunteer staff performing services under this Agreement, when such  
 27 information becomes known to CONTRACTOR. ADMINISTRATOR may determine whether  
 28 such employee and/or volunteer may continue to provide services under this

1 Agreement and shall provide notice of such determination to CONTRACTOR in  
 2 writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall  
 3 be deemed a material breach of this Agreement, pursuant to Paragraph 17 above.

4 COUNTY has the right to approve or disapprove all of  
 5 CONTRACTOR's staff, ~~and proposed changes in staff,~~ performing work ~~services~~  
 6 hereunder, and any proposed changes in CONTRACTOR's staff, ~~performing work~~  
 7 ~~hereunder.~~ 25.723.9

8 COUNTY shall have the right to require CONTRACTOR to remove  
 9 any employee from the performance of services under this Agreement. At the  
 10 request of COUNTY, CONTRACTOR shall immediately replace said personnel. 25.823.10

11 As permitted by law, CONTRACTOR shall notify COUNTY  
 12 ~~immediately~~ promptly when staff is terminated for cause from working on this  
 13 Agreement. 25.823.11

14 ~~25.10~~ Disqualification, if any, of CONTRACTOR staff, pursuant to  
 15 Paragraph 24.5, shall not relieve CONTRACTOR of its obligation to complete all  
 16 work in accordance with the terms and conditions of this Agreement.

#### 17 24. EMPLOYMENT ELIGIBILITY VERIFICATION

18 As applicable, CONTRACTOR represents that it fully complies with all  
 19 federal and State statutes and regulations regarding the employment of aliens  
 20 and others, and that all its employees performing work under this Agreement  
 21 meet the citizenship or alien status requirement set forth in federal statutes  
 22 and regulations. CONTRACTOR shall obtain, from all employees performing work  
 23 hereunder, all verification and other documentation of employment eligibility  
 24 status required by federal or State statutes and regulations including, but  
 25 not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC  
 26 Section 1324 et seq., as they currently exist and as they may be hereafter  
 27 amended. CONTRACTOR shall retain all such documentation for all covered  
 28 employees for the period prescribed by the law. CONTRACTOR shall indemnify,



1 defend with counsel approved in writing by COUNTY, and hold harmless. COUNTY,  
 2 its agents, officers and employees from employer sanctions and any other  
 3 liability which may be assessed against CONTRACTOR or COUNTY or both in  
 4 connection with any alleged violation of any federal or State statutes or  
 5 regulations pertaining to the eligibility for employment of any persons  
 6 performing work under this Agreement.

7 ~~26-~~25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

8 CONTRACTOR shall establish a procedure acceptable to ADMINISTRATOR to  
 9 ensure that all employees, ~~volunteers, consultants, or agents~~ agents,  
 10 subcontractors, and all other individuals performing services under this  
 11 Agreement report child abuse or neglect to one of the agencies specified in  
 12 Penal Code Section 11165.9 and dependent adult or elder abuse as defined in  
 13 Section 15610.07 of the WIC to one of the agencies specified in WIC Section  
 14 15630. CONTRACTOR shall require such ~~employee, volunteer, consultant or~~  
 15 ~~agent~~ employees, agents, subcontractors, and all other individuals performing  
 16 services under this Agreement to sign a statement acknowledging the child  
 17 abuse reporting requirements set forth in Sections 11166 and 11166.05 of the  
 18 Penal Code and the dependent adult and elder abuse reporting requirements, as  
 19 set forth in Section 15630 of the WIC, and will comply with the provisions of  
 20 these code sections as they now exist or as they may hereafter be amended.

21 ~~27-~~26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

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

28 ~~28-~~27. CONFIDENTIALITY

1 CONTRACTOR agrees to maintain the confidentiality of its  
2 records pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division  
3 19-000, and all other provisions of law, and regulations promulgated  
4 ~~thereunder~~ relating to privacy and confidentiality, as each may now exist or  
5 be hereafter amended. COUNTY acknowledges and agrees that CONTRACTOR is  
6 subject to compliance with the requirements of the California Public Records  
7 Act Government Code Section 6250 et seq., and that confidential information  
8 may be subject to disclosure in the absence of applicable statutory exemptions  
9 for such confidential information.

10 All records and information concerning any and all persons  
11 ~~referred~~ to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and  
12 kept confidential by CONTRACTOR, and CONTRACTOR's ~~staff, agents,~~ employees and  
13 ~~volunteers,~~ agents, and CONTRACTOR shall require all subcontractors, and all  
14 other individuals performing services under this Agreement to maintain the  
15 confidentiality of such information. CONTRACTOR shall require all of its  
16 employees, agents, subcontractors, and ~~volunteer staff who may provide~~ all  
17 other individuals performing services ~~for CONTRACTOR~~ under this Agreement to  
18 sign an agreement with CONTRACTOR before commencing the provision of any such  
19 services, to maintain ~~the confidentiality of any and all materials and~~  
20 ~~information with which they may come into contact, or the identities or any~~  
21 ~~identifying characteristics or information with respect to any and all~~  
22 ~~participants referred to CONTRACTOR by COUNTY, except as may be required to~~  
23 ~~provide services under this Agreement or to those specified in this Agreement~~  
24 ~~as having the capacity to audit CONTRACTOR, and as to the latter, only during~~  
25 ~~such audit. CONTRACTOR shall comply with any audits specified in Paragraph~~  
26 ~~24, provide reports and any other information required by COUNTY in the~~  
27 ~~administration of this Agreement, and as otherwise permitted by~~  
28 ~~law.~~ confidentiality pursuant to State and federal law and the terms of this

Agreement.

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

CONTRACTOR agrees that any and all subcontractors providing services under this Agreement shall be subject to the confidentiality requirements of this Agreement.

28. SECURITYSecurity Requirements

~~28.1~~ 28.1.1 CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this Agreement. CONTRACTOR represents that it has implemented and will maintain during the term of this Agreement administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

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

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

28.1.1.3 Control to prevent unauthorized access and to

1 prevent CONTRACTOR employees from providing COUNTY data to unauthorized  
2 individuals.

3 28.1.1.4 Firewall protection.

4 28.1.1.5 Use of encryption methods of electronic  
5 COUNTY data while in transit from CONTRACTOR networks to external networks,  
6 when applicable.

7 28.1.1.6 Measures to securely store all COUNTY data,  
8 including but not be limited to, encryption at rest and multiple levels of  
9 authentication and measures to ensure COUNTY data shall not be altered or  
10 corrupted without COUNTY's prior written consent. CONTRACTOR further  
11 represents that it has implemented and will maintain during the term of this  
12 Agreement administrative, technical, and physical safeguards and controls  
13 consistent with State and federal security requirements.

14 28.2 Security Breach Notification

15 28.2.1 CONTRACTOR shall have policies and procedures in place  
16 for the effective management of Security Breaches, as defined below. In the  
17 event of any actual, attempted, suspected, threatened, or reasonably  
18 foreseeable circumstance CONTRACTOR experiences or learns of that either  
19 compromises or could reasonably be expected to comprise COUNTY data through  
20 unauthorized use, disclosure or acquisition of COUNTY data ("Security  
21 Breach"), CONTRACTOR shall immediately notify COUNTY of its discovery. After  
22 such notification, CONTRACTOR shall, at its own expense, immediately:

23 28.2.1.1 Investigate to determine the nature and  
24 extent of the Security Breach.

25 28.2.1.2 Contain the incident by taking necessary  
26 action, including, but not limited to, attempting to recover records, revoking  
27 access, and/or correcting weaknesses in security.

28 28.2.1.3 Report to COUNTY the nature of the Security

1 Breach, the COUNTY data used or disclosed, the person who made the  
2 unauthorized use or received the unauthorized disclosure, what CONTRACTOR has  
3 done or will do to mitigate any harmful effect of the unauthorized use or  
4 disclosure, and the corrective action CONTRACTOR has taken or will take to  
5 prevent future similar unauthorized use or disclosure.

6 28.2.2 The COUNTY, at its reasonable discretion and on a case-  
7 by-case basis, will reasonably determine what actions necessary in response to  
8 the Security Breach and who will perform these actions. Actions may include  
9 but are not limited to notifications: investigation and remediation costs,  
10 including notification of all whose personal information was disclosed;  
11 outside investigation; forensics; counsel; crisis management and credit  
12 monitoring.

13 29. COPYRIGHT ACCESS

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

18 30. WAIVER

19 No delay or omission by either party hereto to exercise any right or  
20 power accruing upon any noncompliance or default by the other party with  
21 respect to any of the terms of this Agreement shall impair any such right or  
22 power or be construed to be a waiver thereof. A waiver by either of the  
23 parties hereto of any of the covenants, conditions, or agreements to be  
24 performed by the other shall not be construed to be a waiver of any succeeding  
25 breach thereof, or of any other covenant, condition, or agreement herein  
26 contained.

27 31. PETTY CASH

28 CONTRACTOR is authorized to establish a petty cash fund in an amount not

1 to exceed one thousand dollars (\$1,000-~~00~~-).).

2 32. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

3 ~~Information~~ COUNTY owns all rights to the name, logos, and  
 4 ~~solicitations, prepared~~ symbols of COUNTY. The use and ~~released by~~ /or  
 5 reproduction of COUNTY's name, logos, or symbols for any purpose, including  
 6 32.1 commercial advertisement, promotional purposes, announcements, displays, or  
 7 press releases, without COUNTY's prior written consent is expressly  
 8 prohibited.

9 CONTRACTOR, ~~concerning the services provided under~~ may develop  
 10 and publish information related to this Agreement ~~shall state~~ where all of the  
 11 32.2 following conditions are satisfied:

12 32.2.1 ADMINISTRATOR provides its written approval of the  
 13 content and publication of the information at least thirty (30) days prior to  
 14 CONTRACTOR publishing the information, unless a different timeframe for  
 15 approval is agreed upon by the ADMINISTRATOR;

16 ~~32.1~~ 32.2.2 Unless directed otherwise by ADMINISTRATOR, the information  
 17 includes a statement that the program, wholly or in part, is funded through  
 18 ~~COUNTY~~ County, State, and Federal ~~government~~ Government funds-;

19 ~~32.2.3~~ CONTRACTOR shall not disclose any details in connection  
 20 with this Agreement to any person or entity except as may be otherwise  
 21 provided hereunder or required by law. However, in recognizing CONTRACTOR's  
 22 need to identify its services and related clients to sustain itself, The  
 23 information does not give the appearance that the COUNTY, its officers,  
 24 employees, or agencies endorse:

25 32.2.3.1 Any commercial product or service; and

26 32.2.3.2 Any product or service provided by  
 27 CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

28 32.2.4 If CONTRACTOR uses social media (such as Facebook,

1 Twitter, YouTube, or other publicly available social media sites) to publish  
 2 information related to this Agreement. CONTRACTOR shall develop social media  
 3 policies and procedures and have them available to the ADMINISTRATOR.  
 4 CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as  
 5 they pertain to any social media developed in support of the services  
 6 described within this Agreement. The policy is available on the Internet at  
 7 <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

8 COUNTY shall not ~~inhibit CONTRACTOR from publishing its role~~  
 9 ~~under this Agreement within the following conditions:~~

10 ~~32.21.1~~ 32.2.11.1.1 ~~CONTRACTOR shall develop all publicity material use~~  
 11 ~~the name(s), symbols, trademarks, or service marks, presently existing or~~  
 12 ~~hereafter established, of CONTRACTOR in a professional manner; and~~

13 ~~32.2.2~~ 32.3 ~~During the term of this Agreement, CONTRACTOR shall~~  
 14 ~~not, and shall not authorize another to, publish or disseminate any commercial~~  
 15 ~~advertisements~~ advertisement, press ~~releases~~ release, feature articles, or other  
 16 materials ~~using the name of COUNTY without the prior written consent of~~  
 17 ~~COUNTY.~~ COUNTY approval of CONTRACTOR. CONTRACTOR shall not unreasonably  
 18 withhold written consent.

19 ~~33.1. COUNTY RESPONSIBILITIES~~

20 ~~ADMINISTRATOR will provide consultation and technical assistance, and~~  
 21 ~~will monitor performance of CONTRACTOR in meeting the terms of this Agreement.~~

22 ~~34.1. REFERRALS~~

23 ~~CONTRACTOR shall provide services to individuals referred by~~  
 24 ~~ADMINISTRATOR.~~

25 ~~35.33. REPORTS~~

26 CONTRACTOR shall provide information deemed necessary by  
 27 ADMINISTRATOR to complete any State-required reports related to the services  
 28 provided under this Agreement.

1 CONTRACTOR shall maintain records and submit reports  
 2 containing such data and information regarding the performance of CONTRACTOR's  
 3 services, costs or other data relating to this Agreement, as may be reasonably  
 4 requested by ADMINISTRATOR, upon a form ~~approved~~ mutually agreed upon by  
 5 ADMINISTRATOR. ~~ADMINISTRATOR may modify the provisions of this Paragraph upon~~  
 6 ~~written notice to~~ and CONTRACTOR.

7 ~~36-~~ 34. ENERGY EFFICIENCY STANDARDS

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

11 ~~37-~~ 35. ENVIRONMENTAL PROTECTION STANDARDS

12 CONTRACTOR shall be in compliance with the Clean Air Act [Title 42 USC  
 13 Section], ~~Section 508 of~~ 7401 et seq., the Clean Water Act (Title 33 USC  
 14 Section 1251 et seq.), Executive Order 11738 and Environmental Protection  
 15 Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR ~~Part 15~~),  
 16 as any may now exist or be hereafter amended. Under these laws and  
 17 regulations, CONTRACTOR assures that:

18 ~~37-~~ 35.1  
 19 No facility to be utilized in the performance of the  
 20 proposed grant has been listed on the EPA List of Violating Facilities;

21 It will notify COUNTY prior to award of the receipt of any  
 22 communication from the Director, Office of Federal Activities, U.S. EPA,  
 23 ~~increasing~~ 37- 35.2  
 24 indicating that a facility to be utilized for the grant is under consideration  
 25 to be listed on the EPA List of Violating Facilities; and

26 It will notify COUNTY and EPA about any known violation of  
 27 the above laws and regulations.

28 ~~38-~~ 36. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN  
 FEDERAL TRANSACTIONS

CONTRACTOR shall be in compliance with Section 319 of Public Law



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

8 36.1.1 ~~A.~~—The definitions and prohibitions contained in  
 9 the clause at Federal Acquisition Regulation 52.203-12, Limitation on Payments  
 10 to Influence Certain Federal Transactions, included in this solicitation, are  
 11 hereby incorporated by reference in Paragraph (B) of this certification.

12 36.1.2 ~~B.~~—The offeror, by signing its offer, hereby  
 13 certifies to the best of his or her knowledge and belief as of December 23,  
 14 1989, that

15 ~~1)~~36.1.2.1 No ~~Federal~~federal  
 16 appropriated funds have been paid or will be paid to any  
 17 person for influencing or attempting to influence an  
 18 officer or employee of any agency, a Member of Congress,  
 19 an officer or employee of Congress, or an employee of a  
 20 Member of Congress on his or her behalf in connection  
 21 with the awarding of any ~~Federal~~federal contract, the  
 22 making of any ~~Federal~~federal grant, the making of any  
 23 ~~Federal~~federal loan, the entering into of any cooperative  
 24 agreement, and the extension, continuation, renewal,  
 25 amendment, or modification of any ~~Federal~~federal  
 26 contract, grant, loan or cooperative agreement;

27 ~~2)~~36.1.2.2 If any funds other than  
 28 ~~Federal~~federal appropriated funds (including profit or

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

10 ~~3)~~36.1.2.3 He or she will include  
 11 the language of this certification in all subcontract  
 12 awards ~~for services provided under this Agreement~~ at any  
 13 tier and require that all recipients of subcontract  
 14 awards for services provided under this Agreement in  
 15 excess of \$100,000 shall certify and disclose  
 16 accordingly.

17 36.1.3 ~~C.~~ Submission of this certification and disclosure  
 18 is a prerequisite for making or entering into this Agreement imposed by  
 19 Section 1352, Title 31, USC. Any person who makes an expenditure prohibited  
 20 under this provision or who fails to file or amend the disclosure form to be  
 21 filed or amended by this provision, shall be subject to a civil penalty of not  
 22 less than \$10,000, and not more than \$100,000, for each such failure.

23 ~~39-37~~ POLITICAL ACTIVITY

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

27 ~~40-38~~ TERMINATION PROVISIONS

28 Either party may terminate this Agreement without penalty.

1 immediately with cause or after thirty (30) days written notice without cause,  
 2 unless otherwise specified. Notice shall be deemed served ~~on the date of~~  
 3 ~~mailing~~ in accordance with Section 9.1 hereof. Cause shall include, but not  
 4 be ~~defined as limited, to,~~ any breach of contract, any partial  
 5 misrepresentation, whether negligent or willful, fraud on the part of  
 6 ~~CONTRACTOR. Exercise by~~ either party, discontinuance of the services for  
 7 reasons within CONTRACTOR's reasonable control, and repeated or continued  
 8 violations of COUNTY ordinances unrelated to performance under this Agreement  
 9 that, in the reasonable opinion of COUNTY, indicate a willful or reckless  
 10 disregard for COUNTY laws and regulations. Except as provided otherwise  
 11 hereunder, exercise by ADMINISTRATOR of the right to terminate this Agreement  
 12 shall relieve ~~both parties~~ COUNTY of all further obligations under this  
 13 Agreement.

14 ~~40.238.2~~ Upon termination of this Agreement, or notice thereof,  
 15 CONTRACTOR agrees to cooperate with ADMINISTRATOR in the orderly transfer of  
 16 service responsibilities, ~~active case records, and pertinent documents.~~  
 17 38.3

18 Active case records, and pertinent documents, within ninety (90)  
 19 calendar days.

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

1 immediately comply with ADMINISTRATOR's decision; provided, however, that  
 2 CONTRACTOR may terminate this Agreement upon thirty (30) day written notice to  
 3 COUNTY if COUNTY determines to reduce COUNTY's maximum obligation or modify  
 4 this Agreement.

5 If any term, covenant, condition, or provision of this  
 6 Agreement or the application thereof is held invalid, void, or unenforceable,  
 7 the remainder of the provisions in this Agreement shall ~~not~~ remain in full  
 8 force and effect and shall in no way be affected thereby.

9 ~~41-39.~~ GOVERNING LAW AND VENUE

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

19 40. THE REGENTS

20 COUNTY acknowledges that the Regents of the University of California  
 21 ("The Regents") has entered into this Agreement solely on behalf of and with  
 22 respect to the University of California, Irvine School of Medicine, and not on  
 23 behalf of or with respect to any other division, business or operating unit,  
 24 enterprise, facility, group, plan, or program that is or may be owned,  
 25 controlled, governed, or operated by, or affiliated with, The Regents,  
 26 including, without limitation, any other university, campus, health system,  
 27 medical center, hospital, clinic, medical group, physician, or health or  
 28 medical plan or program (collectively, the "Excluded UC Affiliates"). In

1 light of the foregoing, COUNTY further acknowledges and agrees that,  
2 notwithstanding any other provision contained in this Agreement:

3 All obligations of the Regents under this Agreement shall be  
4 limited to The Regents as and when acting solely on behalf of or with respect  
5 to the University of California, Irvine School of Medicine, and shall in no  
6 way<sup>40.1</sup> obligate, be binding on or restrict the business or operating activities  
7 of any of the Excluded UC Affiliates;

8 None of the Excluded UC Affiliates shall constitute or be deemed  
9 to constitute an affiliate of the Regents or of the University of California,  
10 Irvine School of Medicine for any purpose under this Agreement; and  
11 <sup>40.2</sup>

12 The University of California, Irvine School of Medicine through  
13 ~~The Regents or otherwise, shall have the right to participate in, provide~~  
14 services under, contract as part of, and otherwise be involved in the  
15 management or operation of, any health or medical insurance or benefit plan,  
16 program, service or product that is sponsored or offered in whole or in part  
17 by The Regents on a system-wide basis.

18 ~~42.~~<sup>41</sup> SIGNATURE IN COUNTERPARTS

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

22 CONTRACTOR represents that the person executing this Agreement on behalf  
23 of and for CONTRACTOR is an authorized agent who has actual authority to bind  
24 CONTRACTOR to each and every term, condition and obligation of this Agreement  
25 and that all requirements of CONTRACTOR have been fulfilled to provide such  
26 actual authority.

27 ///

28 ///

///

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

By: \_\_\_\_\_ By: \_\_\_\_\_  
~~SUSAN J. RAYBURN, CHAIRWOMAN~~ TERESA CONK,

CHAIRMAN  
\_\_\_\_\_ CHIEF ~~CONTRACTING~~STRATEGY OFFICER & \_\_\_\_\_ OF THE BOARD OF SUPERVISORS  
\_\_\_\_\_ ASSOCIATE VICE CHANCELLOR \_\_\_\_\_ COUNTY OF ORANGE,  
CALIFORNIA

FOR CLINICAL INTEGRATION,  
UC IRVINE HEALTH FOR ~~COUNTY OF ORANGE, CALIFORNIA~~  
- THE REGENTS OF THE UNIVERSITY OF CALIFORNIA AS DESCRIBED IN ARTICLE IX,  
- SECTION 9,  
- OF THE ~~A~~-CALIFORNIA CONSTITUTION,  
- ON BEHALF OF UNIVERSITY OF CALIFORNIA,  
- IRVINE SCHOOL OF MEDICINE \_\_\_\_\_.

DEPARTMENT OF FAMILY MEDICINE

Dated: \_\_\_\_\_ Dated: \_\_\_\_\_

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

\_\_\_\_\_  
ROBIN STIELER  
Clerk of the Board  
Orange County, California

APPROVED AS TO FORM  
COUNTY COUNSEL  
COUNTY OF ORANGE, CALIFORNIA

1  
2 By: \_\_\_\_\_  
3 DEPUTY

4 Dated: \_\_\_\_\_

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EXHIBIT A

TO

AGREEMENT

BETWEEN

COUNTY OF ORANGE

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE ~~A~~-CALIFORNIA CONSTITUTION, ON BEHALF OF THE UNIVERSITY OF CALIFORNIA, IRVINE SCHOOL OF MEDICINE, DEPARTMENT OF FAMILY MEDICINE FOR THE PROVISION OF ELDER AND DEPENDENT ADULT ABUSE CONSULTATION SERVICES

1. POPULATION TO BE SERVED

CONTRACTOR shall provide services to Social Services Agency (SSA) staff and clients referred ~~to CONTRACTOR~~ by SSA. Clients include any person residing in Orange County who is over the age of sixty-five (65) or a dependent adult between the ages of eighteen (18) and sixty-four (64), who is a suspected victim of elder or dependent adult abuse.

2<sup>2.1</sup> DEFINITIONS

Assessment Team: A team of University of California Irvine (UCI) School of Medicine staff including, but not limited to, geriatrician(s), psychologist(s), and other appropriate specialists formed to assess/evaluate referrals from SSA and perform other services specified in Exhibit A of this Agreement, including Case Conference(s), Client Assessment(s), and Client Medical Record Review(s). In addition, the Assessment Team meets at the Elder Abuse Forensic Center (EAFC) to discuss and provide SSA staff with case consultation services and/or Next Steps as described in Subparagraph ~~2.9~~2.9 of Exhibit A of this Agreement.



1                    Case Conference: Conferences held once a week with SSA staff and  
 2 the Multi-Disciplinary Team, as described in Subparagraph ~~2.8~~2.8 of Exhibit A  
 3 of this Agreement, to consult on cases, provide medical/psychological  
 4 information and consultation, review medical/psychological records, strategize  
 5 on appropriate case interventions, and provide appropriate action plan and/or  
 6 Next Steps as described in Subparagraph ~~2.9~~2.9 of Exhibit A of this Agreement.

7                    Client Assessment: Face-to-face assessments of SSA clients,  
 8 conducted at UC Irvine Medical Center, in the client's home, or some other  
 9 appropriate location agreed upon by CONTRACTOR, ADMINISTRATOR, and client.

10                   Elder Death Review Team (EDRT): A team composed of  
 11 representatives from SSA, long-term care ombudsman's office, local police,  
 12 sheriff's office, district attorney, the court system, mental health and  
 13 public health agencies, facility licensing/certification agencies, and other  
 14 related organizations. The EDRT meets on a quarterly basis to review cases of  
 15 elder deaths and determine appropriate cases to be discussed with the Orange  
 16 County Coroner Division for potential legal action.

17                   2.5

18                   Elder Abuse Forensic Center (EAFC): A Multi-Disciplinary Team  
 19 staffed by professionals from legal, medical, social services, Health Care  
 20 Agency (HCA), Ombudsman, and law enforcement agencies that provides services  
 21 including case reviews and action plans, in-home medical and mental status  
 22 assessments, in-home evidentiary investigation, education, training,  
 23 consultation, and Medical Record Review(s) in relation to suspected cases of  
 24 elder and dependent adult abuse.

25                   Financial Abuse Specialist Team (FAST): A ~~multi-disciplinary~~  
 26 ~~team~~Multi-Disciplinary Team that meets monthly to consult on cases involving  
 27 elder abuse specific to financial abuse allegations. The FAST consists of  
 28 designated financial abuse specialists and other professionals in the  
 community including but not limited to, SSA staff and representatives from

1 State and ~~Federal~~federal law enforcement, banks, and Social Security  
2 Administration.

3 Medical Record Review: Consists of a detailed evaluation of  
4 records, including, but not limited to, medical, legal, and related  
5 investigatory documents, and written feedback to SSA and/or the referring  
6 agency<sup>2.7</sup>. Review may include a follow up phone consultation to the referring  
7 agency on an as needed basis as determined by the referring agency.

8 Multi-Disciplinary Team (MDT): The MDT is comprised of various  
9 professionals, including the Assessment Team identified in Subparagraph ~~2.1~~2.1  
10 of Exhibit A of this Agreement, who have sufficient expertise in their given  
11 areas to allow them to assist in the development of an interagency action plan  
12 or in identifying Next Steps to ensure maximum coordination with existing  
13 community resources and maximum access on behalf of elders and dependent  
14 adults, and to avoid duplication of efforts. Under California State Law, the  
15 MDT may consist of, but is not limited to: SSA staff, law enforcement, home  
16 health care agencies, hospitals, the Public Guardian, private community  
17 service agencies, ~~Health Care Agency~~HCA, District Attorney, and Ombudsman.  
18 Contractor warrants that it meets the requirements as set out in Welfare and  
19 Institutions Code section 18951.<sup>2.9</sup>

20 Next Steps: Steps identified and developed by the Assessment Team  
21 to appropriately ~~to~~ achieve client safety and establish preventative measures  
22 to prevent future elder and dependent adult abuse. Next Steps include, but  
23 are not limited to, the following: conducting a face to face home evaluation  
24 with members of the EAFC; review of medical records by EAFC medical  
25 professionals; and telephone contact by legal, law enforcement or medical  
26 professionals to another professional on behalf of client to obtain more  
27 information. Next Steps are provided to SSA staff for further action.

1           3.    REFERRALS

2           It is mutually understood that no minimum number of referrals is  
3 guaranteed, expressed, or implied under this Agreement.

4           ~~///~~

5           4.    GOAL/OUTCOME

6           CONTRACTOR shall ~~ensure~~:

7                    Ensure that a minimum of seventy-five percent (75%) of referrals  
8 received by CONTRACTOR are processed within thirty (30) calendar days.  
9 Processing includes, but is not limited to, Case Conferences, Client  
10 Assessments, and Medical Record Reviews. CONTRACTOR and ADMINISTRATOR may  
11 mutually agree to extend the report deadline.

12           ~~5.1. Workload Standard~~

13                    ~~CONTRACTOR shall conduct~~Conduct Medical Record Reviews in  
14 accordance with Subparagraph ~~2.7~~2.7 of Exhibit A of this Agreement and  
15 ~~submit~~Submit a report in a format approved by ADMINISTRATOR, that contains,  
16 but is not limited to, summaries of medical record reviews and home visits, as  
17 well as reports of capacity assessments and outcomes, and also recommendations  
18 for follow-up, to the referring agency within 45 ~~calendar~~business days of  
19 referral. CONTRACTOR and ADMINISTRATOR may mutually agree, on a case -by-case  
20 ~~4.3~~basis, to extend the report deadline.

21                    Conduct an outcome assessment approved by ADMINISTRATOR, and  
22 provide the COUNTY with data and statistics specific to services described in  
23 this Agreement on a mutually agreed upon basis.

24           ~~6.5~~6.5.1 SERVICES

25           CONTRACTOR shall provide medical and psychological consultation services  
26 to SSA staff and clients through the EAFC.

27           CONTRACTOR shall:

28                    ~~6.1.1~~5.1.1 Conduct Case Conferences as defined in Subparagraph

1 ~~2-22.2~~ of Exhibit A of this Agreement.

2 ~~6-1-25.1.2~~ 5.1.2 Conduct Client Assessments as defined in Subparagraph  
3 ~~2-32.3~~ of Exhibit A of this Agreement.

4 ~~6-1-35.1.3~~ 5.1.3 Conduct Medical Record Reviews as defined in  
5 Subparagraph ~~2-72.7~~ of Exhibit A of this Agreement.

6 ~~6-1-45.1.4~~ 5.1.4 Provide Next Steps to SSA staff as described in  
7 Subparagraph 2.9 of Exhibit A of this Agreement.

8 ~~6-1-55.1.5~~ 5.1.5 Attend the FAST Meeting monthly, or as otherwise  
9 determined by ADMINISTRATOR.

10 ~~6-1-65.1.6~~ 5.1.6 Attend the EDRT meetings quarterly, or as otherwise  
11 determined by ADMINISTRATOR.

12 ~~6-1-75.1.7~~ 5.1.7 Provide SSA staff with training on aging, abuse and  
13 related issues.

14 ~~6-1-85.1.8~~ 5.1.8 Be available by e-mail or telephone to provide  
15 consultation to SSA staff in between EAFC meetings for emergency situations,  
16 except on the following UC Irvine holidays: New Year's Day, Martin Luther  
17 King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day,  
18 Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after  
19 Thanksgiving, and Christmas Day.

20 ~~7-16.1~~  
~~7-6.~~ FACILITIES

21 Assessment services described in Subparagraph ~~9-2-19.2.1~~ and  
22 Subparagraph ~~9-3-19.3.1~~ of Exhibit A of this Agreement may be provided at the  
23 Client's home, other neutral location, or at:

24 ~~7-26.2~~                      UC Irvine Medical Center  
25                      101 The City Dr. South  
26                      Orange, CA 92668

27 Case Conferences under this Agreement shall be provided at:  
28 SSA/Adult Services

800 N. Eckhoff  
Orange, CA 92868

CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add or delete the facility(ies) and location(s) where services will be provided without changing COUNTY'S Maximum Obligation as stated in Subparagraph 18.1 of this Agreement.

~~8-7.~~ BUDGET

The budget for Elder and Dependent Adult Abuse Consultation Services provided pursuant to Exhibit A of this Agreement is set forth as follows:

~~///~~

Budget period July 1, ~~2016~~2018 THROUGH June 30, ~~2017~~2019

Salaries & Wages

Role	FTE <sup>1</sup>	Maximum Hourly Rate <sup>2</sup>	Budget
<u>EAFC/EDRT</u> Director	<del>0.25</del> <u>0.07</u>	<del>67.74</del> <u>110.58</u>	<del>35,226</del> <u>16,100</u>
<u>EAFC/EDRT Co-</u> <u>Assistant</u> Director	<del>0.05</del> <u>0.20</u>	<del>103.99</del> <u>72.79</u>	<del>10,815</del> <u>30,282</u>
EAFC Physician	<del>0.03</del> <u>0.05</u>	<del>86.66</del> <u>95.19</u>	<del>5,408</del> <u>9,900</u>
Staff Psychologist	<del>0.10</del> <u>0.16</u>	62.04	<del>13,549</del> <u>20,646</u>
Nurse Practitioner	<del>0.05</del> <u>0.10</u>	<del>66.95</del> <u>68.39</u>	<del>6,963</del> <u>14,225</u>
EAFC Coordinator	<del>0.67</del> <u>0.55</u>	<del>30.28</del> <u>31.19</u>	<del>42,520</del> <u>35,685</u>
			<del>114,481</del> <u>126,838</u>

Benefits	Rate	Total
<del>EAF</del> <u>EAFC/EDRT</u> Director	<del>0.75</del> <u>0.35</u>	<del>26,420</del> <u>5,635</u>

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EAFC <del>Co</del> /EDRT Assistant Director		0.2704	<del>2,965</del> 1,211
EAFC Physician		0.4935	<del>2,650</del> 3,465
Staff Psychologist		0.5003	<del>6,775</del> 619
Nurse Practitioner		0.4525	<del>3,133</del> 556
EAFC Coordinator		0.65	<del>27,638</del> <u>23,195</u>
Employee Practice Liability	.0050065 of earnings		<del>69,581</del> <u>37,681</u>
Total Salaries & Benefits <sup>3</sup>			<del>184,634</del> <u>165,343</u>

**Other Costs**

<del>EDRT Quarterly Meeting</del>	<del>4-x</del>	<del>\$275/meeting</del>	<del>1,100</del>
<del>Catering</del>	<del>4-x</del>	<del>\$75/meeting</del>	<del>300</del>
<del>Special Meeting</del>			<del>100</del> 50
Supplies (folders, paper, etc.)			<u>24,809</u>
Overhead Cost (15%)			

MAXIMUM OBLIGATION 7/1/1618-		<del>186,134</del>
6/30/1719	Total:	<u>190,202</u>

Budget period July 1, ~~2017~~ 2019 THROUGH June 30, ~~2018~~ 2020

**Salaries & Wages**

Role	FTEFTE <sup>1</sup>	Maximum Hourly RateRate <sup>2</sup>	Budget
EAFC/EDRT			

1	Director	<del>0.250</del> <u>0.07</u>	<del>69.77</del> <u>110.58</u>	<del>36,283</del> <u>16,100</u>
2	<u>EAFC/EDRT</u> <del>Co-</del>			
3	<u>Assistant</u> Director	0. <del>050</del> <u>20</u>	<del>107.11</del> <u>74.98</u>	<del>11,139</del> <u>31,190</u>
4	EAFC Physician	0. <del>030</del> <u>05</u>	<del>89.26</del> <u>100.96</u>	<del>5,570</del> <u>10,500</u>
5	Staff			
6	Psychologist	0. <del>105</del> <u>16</u>	63.90	<del>13,956</del> <u>21,266</u>
7	Nurse Practitioner	0. <del>051</del> <u>10</u>	68.96	<del>7,172</del> <u>14,225</u>
8				<del>43,795</del>
9	EAFC Coordinator	0. <del>675</del> <u>530</u>	31.19	<u>34,387</u>
10				<del>117,915</del>
11				<u>127,668</u>
12				
13	<u>Benefits</u>		<u>Benefits</u>	<u>Total</u>
14	<del>EAF</del> <u>EAFC/EDRT</u>		<u>Rate</u>	
15	Director		0. <del>753</del> <u>5</u>	<del>27,212</del> <u>5,635</u>
16	EAFC <del>Co-</del> <u>/EDRT</u>			
17	<u>Assistant</u> Director		0. <del>270</del> <u>4</u>	<del>3,054</del> <u>1,248</u>
18	EAFC Physician		0. <del>493</del> <u>5</u>	<del>2,729</del> <u>3,675</u>
19	Staff			
20	Psychologist		0. <del>500</del> <u>3</u>	<del>6,978</del> <u>638</u>
21	Nurse Practitioner		0. <del>452</del> <u>5</u>	<del>3,227</del> <u>556</u>
22				<del>28,467</del>
23	EAFC Coordinator		0.65	<u>22,352</u>
24				<del>71,667</del>
25				<u>37,104</u>
26	<u>Employee Practice Liability</u>	. <del>005</del> <u>0065</u> of earnings		<del>590</del> <u>830</u>
27				
28	Total Salaries &			

<del>Benefits</del>	<u>Benefits<sup>3</sup></u>		<u>190,172</u>
			<u>165,602</u>
<b>Other Costs</b>			
<del>EDRT Quarterly Meeting</del>	<del>Catering</del>	<del>4-x</del> \$275/meeting	<del>1,100</del>
<del>Special Meeting</del>		<del>4-x</del> \$75/meeting	<del>300</del>
Supplies (folders, paper, etc.)			<u>10050</u>
<u>Overhead Cost (15%)</u>			<u>24,848</u>
MAXIMUM OBLIGATION 7/1/ <del>1719</del> -			<u>191,672</u>
6/30/ <del>1820</del>		-Total:	<u>190,500</u>
<del>CONTRACT MAXIMUM OBLIGATION</del>			
<del>TOTAL July 1, 2016 THROUGH JUNE 30, 2018</del>			<del>\$377,806</del>

Budget period July 1, 2020 THROUGH June 30, 2021

<u>Salaries &amp; Wages</u>			
<u>Role</u>	<u>FTE<sup>1</sup></u>	<u>Maximum Hourly Rate<sup>2</sup></u>	<u>Budget</u>
<u>EAFC/EDRT Director</u>	<u>0.100</u>	<u>115.38</u>	<u>24,000</u>
<u>EAFC/EDRT Assistant Director</u>	<u>0.20</u>	<u>77.23</u>	<u>32,126</u>
<u>EAFC Physician</u>	<u>0.03</u>	<u>100.96</u>	<u>6,300</u>
<u>Staff</u>			
<u>Psychologist</u>	<u>0.16</u>	<u>63.90</u>	<u>21,266</u>
<u>Nurse Practitioner</u>	<u>0.10</u>	<u>69.86</u>	<u>14,531</u>
<u>EAFC Coordinator</u>	<u>0.470</u>	<u>31.19</u>	<u>30,494</u>
			<u>128,717</u>
<u>Benefits</u>		<u>Benefits Rate</u>	<u>Total</u>



<u>EAFC/EDRT Director</u>		<u>0.35</u>	<u>8,400</u>
<u>EAFC/EDRT Assistant Director</u>		<u>0.04</u>	<u>1,285</u>
<u>EAFC Physician</u>		<u>0.35</u>	<u>2,205</u>
<u>Staff Psychologist</u>		<u>0.03</u>	<u>638</u>
<u>Nurse Practitioner</u>		<u>25</u>	<u>3,633</u>
<u>EAFC Coordinator</u>		<u>0.65</u>	<u>19,821</u>
			<u>35,982</u>
<u>Employee Practice Liability</u>	<u>.0065 of earnings</u>		<u>837</u>
<u>Total Salaries &amp; Benefits<sup>3</sup></u>			<u>165,536</u>
<u>Other Costs</u>			
<u>Supplies (folders, paper, etc.)</u>			<u>50</u>
<u>Overhead Costs (15%)</u>			<u>24,838</u>
<u>MAXIMUM OBLIGATION 7/1/20- 6/30/21</u>		<u>Total:</u>	<u>190,424</u>
<u>CONTRACT MAXIMUM OBLIGATION TOTAL July 1, 2018 THROUGH JUNE 30, 2021</u>			<u>\$571,126</u>

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) each position will be providing services under the terms of this Agreement. This percentage is based upon a 40-hour workweek. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Agreement, regardless of the number of hours actually worked.

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

(3) Total salaries are calculated on average hourly rates for positions with average hourly rates and on maximum hourly rates for positions with no average hourly rates. Employee Benefits include Medical, long term disability, retirement, pension, employee assistance, FICA, SUI, Worker's Compensation, OASDI, Medicare, Dental, Vision, Life Insurance, and Unemployment, and vacation accrual.

~~///~~

~~8.27.2~~ CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum obligation as stated in Subparagraph 18.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.

~~8.37.3~~ CONTRACTOR shall seek other funding to support the services provided under this Agreement. In the event CONTRACTOR obtains such funding, CONTRACTOR shall follow the provisions set forth in Paragraph 21, entitled Revenue, of this Agreement.

#### ~~9.8.~~ STAFF

~~9.18.1~~ CONTRACTOR shall provide an Assessment Team as defined in Subparagraph 2.1 of Exhibit A of this Agreement consisting of the following staff:

~~EAFC/EDRT Director~~

~~9.1.1.18.1.1~~ 8.1.1 Duties:

~~9.1.1.18.1.1.1~~ 8.1.1.1 Oversee and facilitate the Elder Abuse Forensic Center;

~~9.1.1.28.1.1.2~~ 8.1.1.2 Recruit and orient team members;

~~9.1.1.38.1.1.3~~ 8.1.1.3 Attend monthly FAST meetings as needed;

~~9.1.1.48.1.1.4~~ 8.1.1.4 Attend quarterly EDRT meetings;

1 ~~9.1.1.5~~8.1.1.5 Serve as a liaison between SSA staff and  
2 community-based physicians;

3 ~~9.1.1.6~~8.1.1.6 Develop policies and systems for EAFC  
4 operations;

5 ~~9.1.1.7~~8.1.1.7 Provide oversight on adherence to policies  
6 and procedures;

7 ~~9.1.1.8~~8.1.1.8 Develop memoranda of  
8 understanding/memoranda of agreement and contracts with the Division of  
9 Geriatric Medicine and Gerontology at UCI-;

10 ~~9.1.1.9~~8.1.1.9 Develop a code of conduct to comply with  
11 federal confidentiality guidelines required by the Health Insurance  
12 Portability and Accountability Act;

13 ~~9.1.1.10~~8.1.1.10 Be point-of-contact for media,  
14 policymakers, researchers, and other professionals in the field of elder  
15 abuse; and

16 ~~9.1.1.11~~8.1.1.11 Develop special projects related to  
17 elder abuse identification, evaluation, prevention and treatment of elder  
18 abuse and neglect.

19 ~~9.1.2~~8.1.2 Minimum Qualifications-

20 ~~9.1.2.1~~8.1.2.1 Doctorate in gerontology and public  
21 policy; Medical Doctor or Nursing in California, in good standing with the  
22 Medical Board of California and California Department of Consumer Affairs;

23 ~~9.1.2.2~~8.1.2.2 ~~Ten (10)~~Five (5) years of experience in  
24 geriatrics and gerontology; and

25 8.2 ~~9.1.2.3~~8.1.2.3 Two (2) years of experience working with  
26 vulnerable populations.

27 ///

28 EAFC/EDRT ~~Co~~-Assistant Director

1                   8.2.1 Duties

2                   8.2.1.1 Facilitate the EAFC;

3                   8.2.1.2 Recruit and/or orient team members;

4                   8.2.1.3 Attend monthly FAST meetings as needed;

5                   8.2.1.4 Attend quarterly EDRT meetings;

6                   8.2.1.5 Serve as a liaison between SSA staff and  
7 community based professionals;

8                   8.2.1.6 Assist the Director in developing policies  
9 and systems for EAFC operations;

10                  8.2.1.7 Foster agency relationships with SSA APS, OC  
11 Sheriff Department, OC Office of the District Attorney, OC Public Guardian,  
12 Human Options, Legal Aid, UCI Division of Geriatric Medicine, SSA Older Adult  
13 Services, Ombudsman, and OC Courts;

14                  8.2.1.8 Follow-up with agencies to ensure follow-  
15 through on case progression;

16                  8.2.1.9 Oversee the work of the Coordinator of the  
17 EAFC to ensure privacy, efficiency, and effectiveness of the handling of EAFC  
18 cases;

19                  8.2.1.10 Develop training programs, materials and  
20 curricula;

21                  8.2.1.11 Identify funding opportunities for the  
22 continuation of the EAFC;

23                  8.2.1.12 Assist with grant writing for funding  
24 opportunities in support of the EAFC; and

25                  8.2.1.13 Perform other job-related duties as assigned.

26                   8.2.2 Minimum Qualifications

27                   8.2.2.1 Advanced Degree in Social Work, Gerontology,  
28 Public Health, or a related field;

1 8.2.2.2 Five (5) years of experience in geriatrics;  
 2 and

3 8.2.2.3 Two (2) years of experience working with  
 4 vulnerable populations.

5 EAFC Physician and/or Nurse Practitioner

6 ~~9.2.1~~ 8.3.1 Duties:

7 ~~9.2.1.1~~ 9.2.1.1 8.3.1.1 Chair the EDRT quarterly meetings;

8 ~~9.2.1.2~~ 9.2.1.2 8.3.1.2 Direct the EDRT with the appropriate cases  
 9 of elder deaths to be discussed with Orange County Coroner Division;

10 ~~9.2.1.3~~ 9.2.1.3 8.3.1.3 Provide oversight to the EAFC Coordinator;

11 ~~9.2.1.4~~ 9.2.1.4 8.3.1.4 Review the mission and policies of the  
 12 EDRT;

13 ~~9.2.1.5~~ 9.2.1.5 8.3.1.5 Review supporting medical records and  
 14 provide medical consultation for cases discussed at the EDRT;

15 ~~9.2.1.6~~ 9.2.1.6 8.3.1.6 Provide in-person medical assessments, in  
 16 cases of alleged elder and disabled adult mistreatment, in the client's home  
 17 or another appropriate place;

18 ~~9.2.1.7~~ 9.2.1.7 8.3.1.7 Review medical records, video recordings  
 19 and photographs for the purpose of helping to substantiate or negate aspects  
 20 of cases, including the review of medication lists, recommendations regarding  
 21 Next Steps, and ideas regarding case management;

22 ~~9.2.1.8~~ 9.2.1.8 8.3.1.8 Attend weekly meetings for case review(s);

23 ~~9.2.1.9~~ 9.2.1.9 8.3.1.9 Conduct case conferences, client  
 24 assessment, medical record review, and elder abuse death review; and

25 ~~9.2.1.10~~ 9.2.1.10 8.3.1.10 Provide consultation to SSA staff on  
 26 an emergency basis.

27 ~~9.2.2~~ 9.2.2 8.3.2 Minimum Qualifications:

28 ~~9.2.2.1~~ 9.2.2.1 8.3.2.1 Medical Doctor or Nursing licensed in

1 California, in good standing with the Medical Board of California and  
 2 California Department of Consumer Affairs;

3 ~~9.2.2.2~~8.3.2.2 Certificate of Added Qualifications in  
 4 Geriatrics and/or two (2) years of experience in geriatric medicine; and

5 ~~9.2.2.3~~8.3.2.3 Two (2) years of experience working with  
 6 vulnerable populations.

7 Staff Psychologist

8 ~~9.3.1~~8.4.1 Duties:-

9 ~~9.3.1.1~~8.4.1.1 Conduct case conferences, client  
 10 assessment, medical record review, and elder abuse death review;

11 ~~9.3.1.2~~8.4.1.2 Provide consultation to SSA staff on an  
 12 emergency basis;

13 ~~9.3.1.3~~8.4.1.3 Attend weekly meetings for case review;

14 ~~9.3.1.4~~8.4.1.4 Attend EDRT quarterly meetings;

15 ~~9.3.1.5~~8.4.1.5 Review supporting medical records and  
 16 provide medical consultation for cases discussed at the EDRT as requested by  
 17 EDRT Director-;

18 ~~9.3.1.6~~8.4.1.6 Provide cognitive and mental health  
 19 assessments, in cases of alleged elder and disabled adult mistreatment, either  
 20 in the client's home, in the office, or another appropriate place;

21 ~~9.3.1.7~~8.4.1.7 Review medical records and/or video  
 22 recordings for the purpose of helping to substantiate or negate allegations of  
 23 mistreatment;

24 ~~9.3.1.8~~8.4.1.8 Advise SSA staff on Next Steps in  
 25 evaluation or care; and

26 ~~9.3.1.9~~8.4.1.9 Assist with determination of client mental  
 27 capacity.

28 ///

~~9.3.2~~ 8.4.2 Minimum Qualifications:

~~9.3.2.1~~ 8.4.2.1 Clinical Psychologist licensed in California, in good standing; ~~and~~ with the Board of Psychology and California Department of Consumer Affairs; and

~~9.3.2.2~~ 8.4.2.2 Two (2) years of experience working with vulnerable populations.

EAFC Coordinator

~~9.4.1~~ 8.5.1 Duties:

~~9.4.1.1~~ 8.5.1.1 Provide professional support to the EAFC and the Director;

~~9.4.1.2~~ 8.5.1.2 Organize and prepare for EAFC Case Review meetings;

~~9.4.1.3~~ 8.5.1.3 Coordinate post-EAFC meeting follow-up items;

~~9.4.1.4~~ 8.5.1.4 Assist with special projects regarding elder abuse;

~~9.4.1.5~~ 8.5.1.5 Attend weekly case review meetings;

~~9.4.1.6~~ 8.5.1.6 Attend monthly FAST Meetings;

~~9.4.1.7~~ 8.5.1.7 Coordinate and attend quarterly EDRT meetings; and

~~9.4.1.8~~ 8.5.1.8 Serve as the liaison for the EAFC Team.

~~9.4.2~~ 8.5.2 Minimum Qualifications:

~~9.4.3~~ 8.5.3 Two (2) years of experience working with vulnerable populations.

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