

1 AGREEMENT
2 BETWEEN
3 COUNTY OF ORANGE
4 AND

5 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION,
6 ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE,
7 DEPARTMENT OF PEDIATRICS
8 FOR THE PROVISION OF CHILD ABUSE MEDICAL EVALUATION AND PHYSICIAN SERVICES
9

10 THIS AGREEMENT, entered into this 1st day of January 2014, which date is
11 particularized for purpose of reference only, is by and between the COUNTY OF
12 ORANGE, hereinafter referred to as "COUNTY," and THE REGENTS OF THE UNIVERSITY
13 OF CALIFORNIA, a constitutional corporation, on behalf of UC IRVINE SCHOOL OF
14 MEDICINE, DEPARTMENT OF PEDIATRICS, hereinafter referred to as "CONTRACTOR."
15 This Agreement shall be administered by the County of Orange Social Services
16 Agency Director or designee, hereinafter referred to as "ADMINISTRATOR."
17

18 W I T N E S S E T H:
19

20 WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of
21 Child Abuse Medical Evaluation and Physician Services; and

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

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

26 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1 1. TERM

2 The term of this Agreement shall commence on January 1, 2014, and
3 terminate on June 30, 2016, unless earlier terminated pursuant to the
4 provisions of Paragraph 38 of this Agreement; however, CONTRACTOR shall be
5 obligated to perform such duties as would normally extend beyond this term,
6 including but not limited to, obligations with respect to indemnification,
7 audits, reporting and accounting. CONTRACTOR and ADMINISTRATOR may mutually
8 agree in writing to extend the term of this Agreement, for up to twelve (12)
9 additional months upon the same terms and conditions, provided that COUNTY's
10 maximum obligation as stated in Subparagraph 17.1 of this Agreement does not
11 increase as a result.

12 2. ALTERATION OF TERMS

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

20 3. STATUS OF CONTRACTOR

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

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

4 4. DESCRIPTION OF SERVICES, STAFFING

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

13 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR
14 may, in his or her sole discretion, request changes in staffing allocations to
15 reflect current workload demands or service needs as long as COUNTY's maximum
16 obligation as set forth in this Agreement is not exceeded. Requested changes
17 shall be implemented without undue delay, so long as CONTRACTOR consents to
18 such delays. Consent to staffing reallocations shall not be unreasonably
19 withheld and as long as CONTRACTOR agrees to such changes.

20 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send
21 appropriate staff to attend an orientation session and subsequent training
22 sessions given by COUNTY.

23 5. LICENSES AND STANDARDS

24 5.1 CONTRACTOR attests that it has all necessary licenses and permits
25 required by the laws of the United States, State of California, County of
26 Orange and all other appropriate governmental agencies, and agrees to maintain
27 these licenses and permits in effect for the duration of this Agreement.
28 Further, CONTRACTOR attests that its employees shall conduct themselves in

1 compliance with such laws and licensure requirements including, without
2 limitation, compliance with laws applicable to sexual harassment and ethical
3 behavior.

4 5.2 In the performance of this Agreement, CONTRACTOR shall comply,
5 unless waived in whole or in part by ADMINISTRATOR, with all applicable
6 provisions of the California Welfare and Institutions Code (WIC); Title 45 of
7 the Code of Federal Regulations (CFR); Federal Office of Management and Budget
8 (OMB) Circulars A-21; Title 48 CFR Section 31.2; and all applicable laws and
9 regulations of the United States, State of California, County of Orange Social
10 Services Agency and all administrative regulations, rules and policies adopted
11 thereunder as each and all may now exist or be hereafter amended.

12 5.3 For Federally funded Agreements in the amount of \$25,000 or more,
13 CONTRACTOR certifies that its officers and/or principals are not debarred or
14 suspended from Federal financial assistance programs and/or activities.

15 6. DELEGATION AND ASSIGNMENT/SUBCONTRACTS

16 6.1 Delegation and Assignment:

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

26 6.2 Subcontracts:

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

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

6 7. FORM OF BUSINESS ORGANIZATION AND REAL PROPERTY DISCLOSURE

7 7.1 Form of Business Organization:

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

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

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

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

21 7.2 Change in Form of Business Organization:

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

1 8. USE OF COUNTY PROPERTY

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

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

15 9. NON-DISCRIMINATION

16 9.1 In the performance of this Agreement, CONTRACTOR agrees that it
17 shall not engage nor employ any unlawful discriminatory practices in the
18 admission of clients, provision of services or benefits, assignment of
19 accommodations, treatment, evaluation, employment of personnel or in any other
20 respect on the basis of sex, race, color, ethnicity, national origin,
21 ancestry, religion, age, marital status, medical condition, sexual
22 orientation, sexual preference, physical or mental disability or any other
23 protected group in accordance with the requirements of all applicable Federal
24 or State laws.

25 9.2 CONTRACTOR shall develop an Affirmative Action Program Plan which
26 meets the lawful and applicable requirements of the U.S. Department of Health
27 and Human Services.

28 9.3 Upon advance written request, CONTRACTOR shall furnish any and all

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

4 9.4 CONTRACTOR shall comply with Executive Order 11246, entitled
5 "Equal Employment Opportunity," as amended by Executive Order 11375 and as
6 supplemented in Department of Labor regulations (Title 41 CFR Part 60).

7 9.5 Non-Discrimination in Employment

8 9.5.1 All solicitations or advertisements for employees placed by
9 or on behalf of CONTRACTOR shall state that all qualified applicants will
10 receive consideration for employment without regard to sex, race, color,
11 ethnicity, national origin, ancestry, religion, age, marital status, medical
12 condition, sexual orientation, sexual preference, physical or mental disability
13 or any other protected group in accordance with the requirements of all
14 applicable Federal or State laws. Notices describing the provisions of the
15 equal opportunity clause shall be posted in a conspicuous place for employees
16 and job applicants.

17 9.5.2 CONTRACTOR shall refer any and all employees desirous of
18 filing a formal discrimination complaint to:

19 California Department of Social Services

20 Public Inquiry and Response Bureau

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

22 Sacramento, CA 94244-2430

23 Telephone: (800) 952-5253

24 (800) 952-8349 (For the hard of hearing)

25 9.6 Non-Discrimination in Service Delivery

26 9.6.1 CONTRACTOR shall comply with Titles VI and VII of the Civil
27 Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973,
28 as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act

1 of 1977, as amended, and in particular Section 272.6; Title II of the Americans
2 with Disabilities Act of 1990; California Civil Code Section 51 et seq., as
3 amended; California Government Code (CGC) Sections 11135-11139.5, as amended;
4 CGC Section 12940 (c), (h) (1), (i), and (j); CGC Section 4450; Title 22,
5 California Code of Regulations (CCR) Sections 98000-98413; Title 24, CCR
6 Section 3105A(e); the Dymally-Alatorre Bilingual Services Act (CGC Section
7 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption
8 Act of 1996; and other applicable Federal and State laws, as well as their
9 implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7
10 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal
11 Employment Opportunity, Affirmative Action and Nondiscrimination as each may
12 now exist or be hereafter amended. CONTRACTOR shall not implement any
13 administrative methods or procedures which would have a discriminatory effect
14 or which would violate the California Department of Social Services (CDSS)
15 Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there
16 are any violations of this paragraph, CDSS shall have the right to invoke
17 fiscal sanctions or other legal remedies in accordance with WIC Section 10605,
18 or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred
19 to the appropriate Federal agency for further compliance action and enforcement
20 of Subparagraph 9.6 et seq.

21 9.6.2 CONTRACTOR shall provide any and all clients desirous of
22 filing formal complaints with any and all information as appropriate:

23 9.6.2.1 Pamphlet: "Your Rights Under California Welfare
24 Programs" (PUB 13)

25 9.6.2.2 Discrimination Complaint Form

26 9.6.2.3 Civil Rights Contacts:

27 County Civil Rights Contact:

28 Orange County Social Services Agency

1 Program Integrity
2 Attn: Civil Rights Coordinator
3 P.O. Box 22001
4 Santa Ana, CA 92702-2001
5 Telephone: (714) 438-8877
6 State Civil Rights Contact:
7 California Department of Social Services
8 Civil Rights Bureau
9 P.O. Box 944243, M.S. 15-70
10 Sacramento, CA 94244-2430
11 Federal Civil Rights Contact:
12 U.S. Department of Health and Human Services
13 Office of Civil Rights
14 50 U.N. Plaza, Room 322
15 San Francisco, CA 94102

16 10. NOTICES

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

19 COUNTY: County of Orange Social Services Agency
20 Contract Services
21 888 N. Main Street
22 Santa Ana, CA 92701

23 CONTRACTOR: UC Irvine Health
24 Chief Contracting Officer
25 333 City Blvd. West, Suite 160
26 Orange, CA 92868

27 All notices shall be deemed effective when in writing and deposited in
28 the United States mail, first class, postage prepaid and addressed as above.
Any notices, claims, correspondence, reports and/or statements authorized or
required by this Agreement addressed in any other fashion shall be deemed not

1 given. ADMINISTRATOR and CONTRACTOR may mutually agree in writing to change
2 the addresses to which notices are sent.

3 11. INDEMNIFICATION

4 11.1 CONTRACTOR agrees to indemnify, defend with counsel approved in
5 writing by COUNTY, and hold U.S. Department of Health and Human Services, the
6 State, COUNTY, and their elected and appointed officials, officers, employees,
7 agents and those special districts and agencies which COUNTY's Board of
8 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from
9 any claims, demands or liability of any kind or nature, including but not
10 limited to personal injury or property damage, arising from or related to the
11 services, products or other performance provided by CONTRACTOR pursuant to
12 this Agreement. If judgment is entered against CONTRACTOR and COUNTY by a
13 court of competent jurisdiction because of the concurrent active negligence of
14 COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will
15 be apportioned as determined by the court. Neither party shall request a jury
16 apportionment.

17 11.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its
18 officers, employees, and agents ("CONTRACTOR INDEMNITEES") harmless from any
19 claims, demands, or liability of any kind or nature, including but not limited
20 to personal injury or property damage, arising from or related to the
21 services, products or other performance provided by COUNTY pursuant to this
22 Agreement. If judgment is entered against COUNTY and CONTRACTOR by a court of
23 competent jurisdiction because of the concurrent active negligence of
24 CONTRACTOR or CONTRACTOR INDEMNITEES, COUNTY and CONTRACTOR agree that
25 liability will be apportioned as determined by the court. Neither party shall
26 request a jury apportionment.

27 11.3 Neither termination of this Agreement nor completion of the acts
28 to be performed under this Agreement shall release any party from its

1 obligation to indemnify as to claims or cause of action asserted.

2 12. INSURANCE

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

8 12.2 CONTRACTOR certifies it is self-insured against the perils of
9 bodily injury/property damage, automobile liability, medical professional
10 liability, workers' compensation, and sexual misconduct. Should there be any
11 material change in the provisions of the self-insurance program, CONTRACTOR
12 will provide thirty (30) days prior written notice to the COUNTY.

13 12.3 If CONTRACTOR fails to maintain proof of insurance acceptable to
14 the other party for the full term of this Agreement, COUNTY may terminate this
15 Agreement.

16 12.4 Letter of self-insurance evidencing the required insurance
17 coverage shall be mailed to the County of Orange/SSA Contract Services, Attn:
18 Contract Administrator.

19 13. CONFLICT OF INTEREST

20 13.1 CONTRACTOR shall exercise reasonable care and diligence to prevent
21 any actions or conditions that could result in a conflict with the best
22 interests of COUNTY. This obligation shall apply to CONTRACTOR's employees,
23 agents, relatives, subcontractors, and third parties associated with
24 accomplishing the work hereunder.

25 13.2 CONTRACTOR's efforts shall include, but not be limited to,
26 establishing precautions to prevent its employees or agents from making,
27 receiving, providing, or offering gifts, entertainment, payments, loans, or
28 other considerations which could be deemed to appear to influence individuals

1 to act contrary to the best interests of COUNTY.

2 14. ANTI-PROSELYTISM PROVISION

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

7 15. SUPPLANTING GOVERNMENT FUNDS

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

17 16. BREACH SANCTIONS

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

23 16.1 Afford CONTRACTOR a time period within which to cure the breach,
24 which period shall be established at the sole discretion of ADMINISTRATOR;
25 and/or

26 16.2 Discontinue reimbursement to CONTRACTOR for and during the period
27 in which CONTRACTOR is in breach, which reimbursement shall not be entitled to
28 later recovery; and/or

1 16.3 Offset against any monies billed by CONTRACTOR but yet unpaid by
2 COUNTY those monies disallowed pursuant to Subparagraph 16.2, above.

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

6 17. PAYMENTS

7 17.1 Maximum Contractual Obligation:

8 The maximum obligation of COUNTY under this Agreement shall be
9 \$60,000 for the period of January 1, 2014 through June 30, 2014; and \$120,000
10 per year, for the periods of July 1, 2014 through June 30, 2015, and July 1,
11 2015 through June 30, 2016; for an aggregate total of \$300,000, for the thirty
12 (30) month term, or actual allowable costs, whichever is less.

13 17.2 Allowable Costs and Usage:

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

19 17.3 Claims:

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

28 17.3.2 All reimbursement claims must be submitted on a form

1 approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit
2 supporting source documents with the monthly claim, including, inter alia, a
3 monthly statement of services, general ledgers, supporting journals, time
4 sheets, invoices, canceled checks, receipts, and receiving records, some of
5 which may be required to be copied. Source documents that CONTRACTOR must
6 submit shall be determined by ADMINISTRATOR and/or the COUNTY's Auditor-
7 Controller. CONTRACTOR shall retain all financial records in accordance with
8 Paragraph 22 (Records, Inspections, and Audits) of this Agreement.

9 17.3.3 Payments should be released by COUNTY within a reasonable
10 time period of approximately thirty (30) days after receipt of a correctly
11 completed claim form and required supporting documentation.

12 17.3.4 Year End and Final Claims:

13 17.3.4.1 COUNTY may, in its sole discretion, establish
14 two (2) billing periods for the month of June to accommodate COUNTY's fiscal
15 year-end close process for payment of services completed within the same
16 fiscal year. COUNTY may require CONTRACTOR to submit invoice claims for
17 services completed June 1, 2014 through June 13, 2014 by 5:00 p.m. June 18,
18 2014; for services completed June 1, 2015 through June 15, 2012 by 5:00 p.m.
19 June 17, 2015; and for services completed June 1, 2016 through June 13, 2016
20 by 5:00 p.m. June 17, 2016. In the event COUNTY requires two (2) billing
21 periods for the month of June, COUNTY will provide written notification to
22 CONTRACTOR by the 20th of May for each year covered under this Agreement.
23 Further, in the event COUNTY requires two (2) billing periods for the month of
24 June, CONTRACTOR shall submit claims for services completed during the
25 remainder of June of each year covered under the terms of this Agreement in
26 accordance with Subparagraphs 17.3.4.2 through 17.3.4.4, below.

27 17.3.4.2 Final claims for the term of January 1, 2014
28 through June 30, 2014, must be received no later than August 30, 2014 at 5:00

1 p.m.

2 17.3.4.3 Final claims for the term of July 1, 2014
3 through June 30, 2015, must be received no later than August 30, 2015 at 5:00
4 p.m.

5 17.3.4.4 Final claims for the term of July 1, 2015,
6 through June 30, 2016, must be received no later than August 30, 2016 at 5:00
7 p.m.

8 17.3.4.5 Claims received after the dates specified in
9 Subparagraphs 17.3.4.2 to 17.3.4.4, above, may not be reimbursed.
10 ADMINISTRATOR may, in its sole discretion, modify the date upon which the
11 final claim per year must be received, upon written notice to CONTRACTOR.

12 17.3.4.6 The basis for final settlement shall be the
13 actual allowable costs as defined in Title 45 CFR and OMB Circular A-21,
14 incurred and paid by CONTRACTOR pursuant to this Agreement; limited, however,
15 to the maximum obligation of COUNTY. In the event that any overpayment has
16 been made, COUNTY may offset the amount of the overpayment against the final
17 payment. In the event overpayment exceeds the final payment, CONTRACTOR shall
18 pay COUNTY all such sums within five (5) business days of notice from COUNTY.
19 Nothing herein shall be construed as limiting the remedies of COUNTY in the
20 event an overpayment has been made.

21 18. OVERPAYMENTS

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

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

7 19. OUTSTANDING DEBT

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

11 20. RECORDS, INSPECTIONS AND AUDITS

12 20.1 Financial Records:

13 20.1.1 CONTRACTOR shall prepare and maintain accurate and
14 complete financial records. Financial records shall be retained, by
15 CONTRACTOR, for a minimum of five (5) years from the date of final payment
16 under this Agreement or until all pending COUNTY, State and Federal audits are
17 completed, whichever is later.

18 20.1.2 CONTRACTOR shall establish and maintain reasonable
19 accounting, internal control and financial reporting standards in conformity
20 with generally accepted accounting principles established by the American
21 Institute of Certified Public Accountants and to the satisfaction of
22 ADMINISTRATOR.

23 20.2 Client Records:

24 20.2.1 CONTRACTOR shall prepare and maintain accurate and
25 complete records of clients served and dates and type of services provided
26 under the terms of this Agreement in a form acceptable to ADMINISTRATOR.

27 20.2.2 All client records related to services provided under the
28 terms of this Agreement shall be retained by CONTRACTOR for a minimum of five

1 (5) years from the date of final payment under this Agreement or until all
2 pending COUNTY, State and Federal audits are completed, whichever is later.
3 Notwithstanding anything to the contrary, upon termination of this Agreement,
4 CONTRACTOR shall relinquish control with respect to client records to COUNTY
5 in accordance with Subparagraph 35.2.

6 20.2.3 COUNTY may refuse payment for a claim if client records
7 are determined by COUNTY to be incomplete or inaccurate. In the event client
8 records are determined to be incomplete or inaccurate after payment has been
9 made, COUNTY may treat such payment as an overpayment within the provisions of
10 this Agreement.

11 20.3 Public Records:

12 With the exception of client records or other records referenced
13 in Paragraph 24, entitled Confidentiality, all records, including but not
14 limited to, reports, audits, notices, claims, statements and correspondence,
15 required by this Agreement may be subject to public disclosure. COUNTY will
16 not be liable for any such disclosure. If CONTRACTOR is a public institution,
17 COUNTY understands that CONTRACTOR is subject to the California Public Records
18 Act. In the event CONTRACTOR receives a request to produce this Agreement, or
19 identify any term, condition, or aspect of this Agreement, CONTRACTOR shall
20 contact COUNTY to advise of such request to release this information.

21 20.4 Inspections and Audits:

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

1 persons have the right at all reasonable times to inspect or otherwise
2 evaluate the work performed or being performed under this Agreement and the
3 premises in which it is being performed.

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

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

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

16 21. PERSONNEL DISCLOSURE

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

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

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

28 21.1.3 The professional degree, if applicable, and experience

1 required for each position; and

2 21.1.4 The language skill, if applicable, for all personnel.

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

9 21.3 Where authorized by law, CONTRACTOR shall conduct, at no cost to
10 the COUNTY, criminal record background checks on all employees and/or
11 volunteers who will provide services under this Agreement. Candidates will
12 satisfy background checks consistent with and comparable to those required for
13 COUNTY employees.

14 21.4 CONTRACTOR attests that all persons employed or otherwise assigned
15 by CONTRACTOR to provide services under this Agreement have satisfactory past
16 work records and/or reference checks indicating their ability to perform the
17 required duties and accept the kind of responsibility anticipated under this
18 Agreement. CONTRACTOR shall maintain records of background investigations and
19 reference checks undertaken and coordinated by CONTRACTOR for each employee
20 and/or volunteer assigned to provide services under this Agreement for a
21 minimum of five (5) years from the date of final payment under this Agreement
22 or until all pending COUNTY, State and Federal audits are completed, whichever
23 is later, in compliance with all applicable laws.

24 21.5 CONTRACTOR shall immediately notify ADMINISTRATOR concerning the
25 arrest and/or subsequent conviction, for offenses other than minor traffic
26 offenses, of any paid employee and/or volunteer staff performing services
27 under this Agreement, when such information becomes known to CONTRACTOR.
28 ADMINISTRATOR, in its sole discretion, may determine whether such employee

1 and/or volunteer may continue to provide services under this Agreement and
2 shall provide notice of such determination to CONTRACTOR in writing.
3 CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a
4 material breach of this Agreement, pursuant to Paragraph 16 above.

5 21.6 COUNTY has the right to approve or disapprove all of and any
6 proposed changes to CONTRACTOR's staff performing work hereunder.

7 21.7 COUNTY shall have the right, at its sole discretion, to require
8 CONTRACTOR to remove any employee from the performance of services under this
9 Agreement. At the request of COUNTY, CONTRACTOR shall immediately replace
10 said personnel.

11 21.8 CONTRACTOR shall notify COUNTY immediately when staff is
12 terminated for cause from working on this Agreement.

13 21.9 Disqualification, if any, of CONTRACTOR staff, pursuant to
14 Paragraph 21, shall not relieve CONTRACTOR of its obligation to complete all
15 work in accordance with the terms and conditions of this Agreement.

16 22. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

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

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

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

7 24. CONFIDENTIALITY

8 24.1 CONTRACTOR agrees to maintain the confidentiality of its records
9 pursuant to WIC Sections 827 and 10850-10853, the CDSS MPP, Division 19-000,
10 and all other provisions of law, and regulations promulgated thereunder
11 relating to privacy and confidentiality, as each may now exist or be hereafter
12 amended.

13 24.2 All records and information concerning any and all persons
14 referred to CONTRACTOR by COUNTY or COUNTY's designee shall be considered and
15 kept confidential by CONTRACTOR, CONTRACTOR's staff, agents, employees and
16 volunteers. CONTRACTOR shall require all of its employees, agents,
17 subcontractors and volunteer staff who may provide services for CONTRACTOR
18 under this Agreement to sign an agreement with CONTRACTOR before commencing
19 the provision of any such services, to maintain the confidentiality of any and
20 all materials and information with which they may come into contact, or the
21 identities or any identifying characteristics or information with respect to
22 any and all participants referred to CONTRACTOR by COUNTY, except as may be
23 required to provide services under this Agreement or to those specified in
24 this Agreement as having the capacity to audit CONTRACTOR, and as to the
25 latter, only during such audit. CONTRACTOR shall comply with any audits
26 specified in Paragraph 20, provide reports and any other information required
27 by COUNTY in the administration of this Agreement, and as otherwise permitted
28 by law.

1 24.3 CONTRACTOR shall inform all of its employees, agents,
2 subcontractors, volunteers and partners of this provision and that any person
3 knowingly and intentionally violating the provisions of said State law may be
4 guilty of a crime.

5 24.4 CONTRACTOR agrees that any and all subcontracts entered into shall
6 be subject to the confidentiality requirements of this Agreement.

7 24.5 CONTRACTOR agrees to maintain the confidentiality of its records
8 with respect to Juvenile Court matters, in accordance with WIC Section 827,
9 all applicable statutes, caselaw, and Orange County Juvenile Court Policy
10 regarding Confidentiality, as it now exists or may hereafter be amended.

11 24.5.1 No access, disclosure or release of information regarding
12 a child who is the subject of Juvenile Court proceedings shall be permitted
13 except as authorized. If authorization is in doubt, no such information shall
14 be released without the written approval of a Judge of the Juvenile Court.

15 24.5.2 CONTRACTOR must receive prior written approval of the
16 Juvenile Court before allowing any child to be interviewed, photographed or
17 recorded by any publication or organization or to appear on any radio,
18 television or internet broadcast or make any other public appearance. Such
19 approval shall be requested through child's Social Worker.

20 25. COPYRIGHT ACCESS

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

25 26. WAIVER

26 No delay or omission by either party hereto to exercise any right or
27 power accruing upon any noncompliance or default by the other party with
28 respect to any of the terms of this Agreement shall impair any such right or

1 power or be construed to be a waiver thereof. A waiver by either of the
2 parties hereto of any of the covenants, conditions, or agreements to be
3 performed by the other shall not be construed to be a waiver of any succeeding
4 breach thereof or of any other covenant, condition or agreement herein
5 contained.

6 27. PUBLICITY

7 27.1 Information and solicitations, prepared and released by
8 CONTRACTOR, concerning the services provided under this Agreement shall state
9 that the program, wholly or in part, is funded through COUNTY, State and
10 Federal government funds.

11 27.2 CONTRACTOR shall not, and shall not authorize, another to disclose
12 any details in connection with this Agreement to any person or entity except
13 as may be otherwise provided hereunder or required by law. However, in
14 recognizing CONTRACTOR's need to identify its services and related clients to
15 sustain itself, COUNTY shall not inhibit CONTRACTOR from publishing its role
16 under this Agreement within the following conditions:

17 27.2.1 CONTRACTOR shall develop all publicity material in a
18 professional manner; and

19 27.2.2 During the term of this Agreement, CONTRACTOR shall not
20 authorize another to, publish or disseminate any commercial advertisements,
21 press releases, feature articles, or other materials using the name of COUNTY
22 without the prior written consent of COUNTY. COUNTY shall not unreasonably
23 withhold written consent.

24 28. COUNTY RESPONSIBILITIES

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

27 ///

28 ///

1 29. REFERRALS

2 29.1 CONTRACTOR shall provide services to individuals referred by
3 ADMINISTRATOR.

4 30. REPORTS

5 CONTRACTOR shall maintain records and submit reports containing such
6 data and information regarding the performance of CONTRACTOR's services, costs
7 or other data relating to this Agreement, as may be requested by
8 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR may
9 modify the provisions of this paragraph upon written notice to CONTRACTOR.

10 31. ENERGY EFFICIENCY STANDARDS

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

14 32. ENVIRONMENTAL PROTECTION STANDARDS

15 CONTRACTOR shall be in compliance with Section 306 of the Clean Air Act
16 [Title 42 USC Section 1857(h)], Section 508 of the Clean Water Act (Title 33
17 USC Section 1368), Executive Order 11738 and Environmental Protection Agency,
18 hereinafter referred to as "EPA," regulations (Title 40 CFR Part 15), as any
19 may now exist or be hereafter amended. Under these laws and regulations,
20 CONTRACTOR assures that:

21 32.1 No facility to be utilized in the performance of the proposed
22 grant has been listed on the EPA List of Violating Facilities;

23 32.2 It will notify COUNTY prior to award of the receipt of any
24 communication from the Director, Office of Federal Activities, U.S. EPA,
25 indicating that a facility to be utilized for the grant is under consideration
26 to be listed on the EPA List of Violating Facilities; and

27 32.3 It will notify COUNTY and the EPA about any known violation of the
28 above laws and regulations.

1 33. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE
2 CERTAIN FEDERAL TRANSACTIONS

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

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

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

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

24 2) If any funds other than Federal appropriated funds
25 (including profit or fee received under a covered Federal transaction) have
26 been paid, or will be paid, to any person for influencing or attempting to
27 influence an officer or employee of any agency, a Member of Congress, an
28 officer or employee of Congress, or an employee of a Member of Congress on his

1 or her behalf in connection with this solicitation, the offeror shall complete
2 and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying
3 Activities, to the Contracting Officer; and

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

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

14 34. POLITICAL ACTIVITY

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

18 35. TERMINATION PROVISIONS

19 35.1 COUNTY or CONTRACTOR may terminate this Agreement without penalty
20 immediately with cause or after sixty (60) days written notice without cause,
21 unless otherwise specified. Notice shall be deemed served on the date of
22 mailing. Cause shall be defined as any breach of contract, any
23 misrepresentation or fraud on the part of CONTRACTOR. Exercise by COUNTY or
24 CONTRACTOR of the right to terminate this Agreement shall relieve each party
25 of all further obligations under this Agreement.

26 35.2 Upon termination, or notice thereof, CONTRACTOR agrees to
27 cooperate with ADMINISTRATOR in the orderly transfer of service
28 responsibilities, active case records, and pertinent documents.

1 35.3 The obligations of COUNTY under this Agreement are contingent upon
2 the availability of Federal and/or State funds, as applicable, for the
3 reimbursement of CONTRACTOR's expenditures, and inclusion of sufficient funds
4 for the services hereunder in the budget approved by the Orange County Board
5 of Supervisors each fiscal year this Agreement remains in effect or operation.
6 In the event that such funding is terminated or reduced, ADMINISTRATOR may
7 immediately terminate this Agreement, reduce COUNTY's maximum obligation, or
8 modify this Agreement, without penalty. The decision of ADMINISTRATOR will be
9 binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written
10 notification of such determination. CONTRACTOR shall immediately comply with
11 ADMINISTRATOR's decision.

12 35.4 If any provision of this Agreement or the application thereof is
13 held invalid, the remainder of this Agreement shall not be affected thereby.

14 36. GOVERNING LAW AND VENUE

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

24 37. SIGNATURE IN COUNTERPARTS

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

28 ///

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

3
4 By: _____
5 SUSAN J. RAYBURN, VICE PRESIDENT
6 CONTRACTING & NETWORK DEVELOPMENT
7 UC IRVINE HEALTH,
8 THE REGENTS OF THE UNIVERSITY
9 OF CALIFORNIA, ON BEHALF OF
10 UNIVERSITY OF CALIFORNIA, IRVINE
11 SCHOOL OF MEDICINE
12 DEPARTMENT OF PEDIATRICS

By: _____
 COUNTY OF ORANGE
 CHAIR OF THE BOARD
 OF SUPERVISORS

13
14 Dated: _____

Dated: _____

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

19 _____
20 SUSAN NOVAK
21 Clerk of the Board of Supervisors
22 Orange County, California

23 APPROVED AS TO FORM
24 COUNTY COUNSEL
25 COUNTY OF ORANGE, CALIFORNIA

26 By: _____
27 DEPUTY

28 Dated: _____

1 EXHIBIT A
2 TO
3 AGREEMENT
4 BETWEEN
5 COUNTY OF ORANGE
6 AND

7 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, A CONSTITUTIONAL CORPORATION,
8 ON BEHALF OF UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE,
9 DEPARTMENT OF PEDIATRICS
10 FOR THE PROVISION OF CHILD ABUSE MEDICAL EVALUATION AND PHYSICIAN SERVICES
11

12 1. POPULATION TO BE SERVED

13 CONTRACTOR shall provide services to children ages birth to eighteen
14 (0 - 18) years, suspected of being victims of child abuse and/or neglect.

15 2. HOURS OF OPERATION

16 CONTRACTOR's physician shall provide services on an average of twenty
17 (20) hours per week, as prioritized and directed by ADMINISTRATOR. Service
18 hours shall not exceed 520 hours during the period of January 1, 2014 through
19 June 30, 2014 or 1,040 hours per year thereafter. ADMINISTRATOR shall set the
20 schedule for the provision of services under this agreement. Schedule changes
21 and additional work hours above twenty (20) hours per week to perform the
22 services specified in Paragraph 3, of this Exhibit A, may be requested by
23 CONTRACTOR's physician and may be performed with approval of ADMINISTRATOR.

24 3. SERVICES

25 3.1 CONTRACTOR shall provide the following services:

26 3.1.1 Clinical activities at COUNTY's Child Abuse Services Team
27 (CAST) facility and other mutually agreed upon facilities. Clinical
28 activities shall include but are not limited to, forensic sexual assault

1 and/or physical abuse or neglect medical examinations, providing medical
2 supervision and training of clinical staff, and participating in quality
3 assurance and peer review activities;

4 3.1.2 Consultation services to SSA, Health Care Agency or its
5 designee, District Attorney, Coroner staff, law enforcement, and County
6 Counsel on reported child abuse cases. Consultation services may include, but
7 are not limited to, review of medical records, review of photographs,
8 evaluating diagnostic tests, discussing with assigned social workers and
9 caregivers, conferring with CAST or other medical child protective team staff,
10 making recommendations for further action and rendering medical opinions.

11 3.1.3 Consultation to physicians to support the accurate diagnosis
12 of child abuse and neglect. Consultation may include, but is not limited to,
13 discussing cases with collateral personnel and reviewing medical records at
14 the CAST facility or mutually agreed upon facilities.

15 3.1.4 Percipient testimony, which may include, but is not limited
16 to, giving testimony in criminal and juvenile court proceedings as mandated by
17 subpoena.

18 3.1.5 Provide services referenced in Subparagraphs 3.1.1 through
19 3.1.2 on an on-call basis up to three (3) of five (5) days during the hours of
20 5:00 p.m. and 9:00 p.m., Monday through Friday, as needed and requested by
21 ADMINISTRATOR.

22 3.2 ADMINISTRATOR shall prioritize service objectives specified in
23 Subparagraph 3.1, above.

24 4. QUALITY ASSURANCE

25 ADMINISTRATOR shall provide feedback to CONTRACTOR on the performance of
26 CONTRACTOR's physician in accordance with services provided under this
27 Agreement.

28 ///

1 5. ADDITIONAL CONTRACTOR RESPONSIBILITIES

2 5.1 CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-
3 four (24) hours if the position for CONTRACTOR'S physician for Child Abuse
4 Medical Evaluation and Physician Services becomes vacant due to resignation,
5 termination, leave of absence, or other reason.

6 5.2 CONTRACTOR shall deliver culturally sensitive and linguistically
7 appropriate services to meet the primary language needs of those served.

8 6. FACILITIES

9 6.1 Services under this Agreement shall be provided at:

10 Orangewood Children and Family Center/CAST
11 401 The City Drive South
12 Orange, CA 92868

13 6.2 Services may also be provided at other locations, as necessary
14 and/or as mutually agreed upon between ADMINISTRATOR and CONTRACTOR. Other
15 locations may include, but are not limited to, University of California Irvine
16 Medical Center, Children's Hospital of Orange County, or other hospital where
17 privileges are obtained.

18 6.3 CONTRACTOR and ADMINISTRATOR may agree in writing as to the
19 facility(ies) and location(s) where services shall be provided without
20 changing COUNTY's maximum obligation.

21 6.4 CONTRACTOR may utilize the CAST facility for the purpose of educating
22 and training medical residents or students and/or students of nurse or nurse
23 practitioner programs.

24 7. REPORTS

25 7.1 CONTRACTOR shall submit a complete and accurate monthly activity
26 report to ADMINISTRATOR, on a form approved or provided by ADMINISTRATOR. The
27 monthly activity report shall include, but not be limited to, data on clients
28 served and activities performed by CONTRACTOR's physician in accordance with
 Paragraph 3, of this Exhibit A. The monthly report shall be submitted to

1 ADMINISTRATOR by the tenth (10th) calendar day of the month, covering services
2 and activities performed in the preceding month.

3 7.2 CONTRACTOR shall provide additional reports as required by
4 ADMINISTRATOR, regarding services and activities performed hereunder.
5 ADMINISTRATOR shall be specific as to the nature of information requested and
6 allow thirty (30) calendar days for CONTRACTOR to respond.

7 7.3 CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add,
8 delete, waive or otherwise modify reporting requirements, as stated in this
9 Paragraph.

10 8. COMPENSATION

11 8.1 The rate of \$115 per hour will be paid for services provided in
12 accordance with Paragraph 3 of this Exhibit A, not to exceed the maximum
13 obligation, as defined in Paragraph 17.1 of this Agreement.

14 8.2 If services occur during an on-call period referenced in
15 Subparagraph 3.1.5, CONTRACTOR will be paid the rate of \$115 per hour for each
16 hour services are rendered. When service is provided during an on-call
17 period, only the hours during which services are rendered are eligible for
18 compensation. Remaining on-call hours during which no services are rendered
19 shall not be eligible for compensation.

20 8.3 When no service is provided during an on-call period requested by
21 ADMINISTRATOR, CONTRACTOR shall be compensated at one-fourth (1/4) the rate
22 specified in Subparagraph 8.1 for the entire on-call period.

23 9. STAFF

24 CONTRACTOR shall, throughout the term of this Agreement, provide a
25 physician approved by ADMINISTRATOR, to provide Child Abuse Medical Evaluation
26 and Physician Services, who shall collaborate directly with CONTRACTOR's
27 designated representative approved by ADMINISTRATOR. Upon written approval by
28 ADMINISTRATOR, and in order to meet the requirements as specified in Paragraph

1 3. of this Exhibit A, CONTRACTOR may utilize more than one (1) qualified
2 physician.

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

5 9.1 Physician

6 9.1.1 Duties:

7 9.1.1.1 Perform forensic sexual assault and/or physical
8 abuse medical examinations, provide medical supervision and training of
9 clinical staff, and participate in quality assurance and peer review
10 activities;

11 9.1.1.2 Provide consultation to SSA, Health Care Agency
12 or its designees, law enforcement, County Counsel, District Attorney, and
13 Coroner staff on reported child abuse cases, which may include, but is not
14 limited to, reviewing medical records, review of photographs, evaluating
15 diagnostic tests, discussing information with assigned social workers and
16 caregivers, conferring with CAST or other medical child protective team staff,
17 making recommendations for further action, and rendering medical opinions.

18 9.1.1.3 Provide consultation to physicians to support
19 the accurate diagnosis of child abuse and neglect, which may include, but is
20 not limited to, discussing with collateral personnel and reviewing medical
21 records at the CAST facility and/or agreed upon location.

22 9.1.1.4 Give percipient testimony, which may include,
23 but is not limited to, testimony in criminal and juvenile court proceedings as
24 mandated by subpoena.

25 9.1.1.5 Educate and train residents or medical students,
26 and/or students of nurse or nurse practitioner programs at the CAST facility
27 and/or agreed upon location.

28 9.1.1.6 Educate social workers, nurses and/or SSA staff

1 at the discretion of the ADMINISTRATOR.

2 9.1.2 Qualifications:

3 9.1.2.1 Board certified pediatrician or board certified
4 child abuse pediatrician;

5 9.1.2.2 Minimum one (1) year of experience examining and
6 evaluating neglected, sexually and physically abused children in both a
7 hospital and outpatient settings;

8 9.1.2.3 Experience in giving expert witness court
9 testimony in child abuse cases;

10 9.1.2.4 Experience working in a collaborative, multi-
11 disciplinary setting;

12 9.1.2.5 Teaching experience with residents, the
13 community, etc.;

14 9.1.2.6 Knowledge of the systems involved in child
15 protection and prosecution; and

16 9.1.2.7 Effective oral, written, and interpersonal
17 communication skills.