



**Agenda Item No. 2
February 5, 2014 Meeting**

DATE: January 7, 2014
TO: Children and Families Commission of Orange County
FROM: Christina Altmayer, Executive Director *Christina Altmayer*
SUBJECT: Assignment of Existing Agreement with MedDirect Executives, Inc. to HMWC CPAs & Business Advisors

SUMMARY:

The Children and Families Commission currently contracts with Debra Beauregard of MedDirect Executives, Inc., to provide program management services for the community clinics and other community health providers. Debra Beauregard has professional expertise and experience in enhancing the business practices of medical services. MedDirect Executives, Inc. has been dissolved as of December 31, 2013 and Debra Beauregard is now providing her consulting services under HMWC CPAs & Business Advisors effective January 1, 2014. In order to avoid a disruption in services, approval of an assignment of all rights and responsibilities under Agreement C- 272 from MedDirect Executives, Inc. to HMWC CPAs & Business Advisors is requested.

STRATEGIC PLAN & FISCAL SUMMARY:

This agenda item does not include a funding request.

PRIOR COMMISSION ACTIONS:

- June 1, 2011 – Approve amendment to ensure implementation of Community Clinics redesign
- April 7, 2010 – Approved FY 2011-12 on-call consultant service agreements

RECOMMENDED ACTION:

Approve Assignment of all rights and responsibilities under Agreement C-272 from MedDirect Executives, Inc. to HMWC CPAs & Business Advisors.

ATTACHMENTS:

1. Assignment Agreement

Contact: Kim Goll

ASSIGNMENT AGREEMENT

This Assignment Agreement (“Assignment”) is made and entered into this 1st day of January 2014 (the “Effective Date”), by and between the Children and Families Commission of Orange County (COMMISSION), HMWC CPAs & Business Advisors (HMWC), and MedDirect Executives, Inc. (MDE).

RECITALS

A. COMMISSION entered into Agreement Number C-272 with MDE on April 7, 2010 for consulting services (the “Agreement”).

B. MDE desires to assign all its right, title and interest under the Agreement to HMWC, and HMWC desires to accept the assignment and to assume the liabilities and obligations under the Agreement.

C. MDE will be dissolved as a California corporation as of December 31, 2013, and the individual providing consulting services under MDE will be employed by HMWC as of January 1, 2014, continuing to provide the same services as previously provided while employed by MDE.

D. Section 4 of the Agreement requires the COMMISSION’s written consent to any assignment of the Agreement.

E. The parties desire to have the Agreement assigned from MDE to HMWC and to obtain the COMMISSION’s consent to the assignment of the Agreement.

AGREEMENT

In consideration of the recitals and the promises and covenants herein, the parties agree as follows:

1. Assignment of Right, Title, and Interest. Effective January 1, 2014, MDE hereby assigns to HMWC all of its right, title, and interest in and to the Agreement.

2. Assumption of Obligations and Liabilities. Effective January 1, 2014, HMWC hereby assumes all of MDE’s obligations and liabilities under the Agreement.

3. Consent to Assignment. COMMISSION hereby consents to this Assignment.

4. Charges to Remain the Same. The parties hereby agree that the rates to be charged by HMWC shall be the same as those charged by MDE under the Agreement.

5. Notices. Unless otherwise specified, all formal notices, invoices, Claims, correspondence, or reports between COMMISSION and HMWC shall be addressed as follows:

COMMISSION: Children and Families Commission of Orange County
Director of Program Operations
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

HMWC: HMWC CPAs & Business Advisors
Debra Beauregard, Senior Healthcare Consultant
17501 E. 17th Street, Suite 100
Tustin, CA 92780

All notices shall be deemed effective when in writing and personally delivered or deposited in the United States mail, express, priority, or first class, postage prepaid and addressed as above. Any notices addressed in any other fashion shall be deemed not given. COMMISSION and HMWC may mutually agree in writing to change the addresses to which notices are sent.

6. Binding Effect. This Assignment shall be binding on and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors-in-interest, and assigns.

7. Amendments to Assignment. This Assignment may be amended only by a writing signed by both parties.

8. Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the State of California.

9. Effect of Partial Invalidity. If any term, provision, or application of this Assignment is held invalid or unenforceable, the remainder of this Assignment and any application of the terms and provisions shall not be affected thereby, but shall remain valid and enforceable.

10. Time of Essence. Time is of the essence on this Assignment.

11. Authority to Execute. Each of the undersigned represents and warrants that he or she is duly authorized to execute and deliver this Assignment and that such execution is binding on upon the entity for which he or she is executing this document.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in the County of Orange, State of California, on the date and year first above written.

**CHILDREN AND FAMILIES COMMISSION
OF ORANGE COUNTY**, a public body and legal
public entity

Dated: _____ By: _____
Chair

APPROVED AS TO FORM:
WOODRUFF, SPRADLIN & SMART

By: _____
James M. Donich, Commission Counsel

HMWC CPAs & BUSINESS ADVISORS

By: _____
Steve Williams, Managing Partner

MEDDIRECT EXECUTIVES, INC.

By: _____
Debra Beauregard, Director