

AMENDMENT NUMBER FIVE
TO
CONTRACT MA-060-14011843
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY

This AMENDMENT NUMBER FIVE to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER FIVE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Pepperdine University (hereinafter "CONTRACTOR") with a place of business at 18111 Von Karman Avenue, Suite 209, Irvine, CA 92618 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE"), as Contract Number MA-060-15011748, on April 29, 2015 for a one (1) year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER TWO"), as Contract Number MA-060-16011749, on June 28, 2016 for a one (1) year term of July 1, 2016 through and including June 30, 2017;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER THREE"), as Contract Number MA-060-17011637, on June 6, 2017 for a one (1) year term of July 1, 2017 through and including June 30, 2018;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT on May 8, 2018, as Contract Number MA-060-18011370 for a one (1) year term of July 1, 2018 through and including June 30, 2019;

WHEREAS, COUNTY desires to extend the ORIGINAL CONTRACT term from June 30, 2019 to June 30, 2020, as well as increase the not to exceed amount by \$350,705 for a revised not to exceed amount of \$701,410 for the term of July 1, 2018 through and including June 30, 2020, and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

WHEREAS, COUNTY desires to amend Paragraph S., Change of Ownership of the ORIGINAL CONTRACT in its entirety and the CONTRACTOR has confirmed in writing that they understand and are in compliance with the County's Conflict of Interest Policy as stated in Paragraph S herein;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ORIGINAL CONTRACT, Section 2, Term of Contract, is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/20, unless otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. The period of 7/1/16 through and including 6/30/17 shall be known as Contract Number MA-060-16011749. The period of 7/1/17 through and including 6/30/18 shall be known as Contract Number MA-060-17011637. The period of 7/1/18 through and including 6/30/20 shall be known as Contract Number MA-060-18011370. This Contract may not be renewed.

- b. General Terms and Conditions, Paragraph S, Change of Ownership is amended in its entirety as follows:

- S. Change of Ownership/Name, Litigation Status, Conflict with County Interests: Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and Contractor obligations contained in this Contract and complete them to the satisfaction of the County.

County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.

In addition, Contractor has the duty to notify the County in writing of any change in the Contractor's status with respect to name changes that do not require an assignment of the Contract. The Contractor is also obligated to notify the County in writing if the Contractor becomes a party to any litigation against the County, or a party to litigation that may reasonably affect the Contractor's performance under the Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will

be required to provide this information without prompting from the County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to the County of its status in these areas whenever requested by the County.

- c. Attachment B, Compensation of the ORIGINAL CONTRACT is amended in part as follows:

Contract shall not exceed: \$701,410 for the term of July 1, 2018 through and including June 30, 2020

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-15011748) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16011749) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-17011637) is attached hereto as Exhibit D and incorporated by this reference.
6. A true and correct copy of the AMENDMENT NUMBER FOUR (Contract Number MA-060-18011370) is attached hereto as Exhibit E and incorporated by this reference.
7. All other provision of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO, AMENDMENT NUMBER THREE and AMENDMENT NUMBER FOUR, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FIVE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2019 are hereby extended to June 30, 2020.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FIVE to Contract MA-060-14011843.

Contractor*: Pepperdine University

By: Lee B Kats

Title: Vice Provost

Print Name: Lee B Kats

Date: 5/20/19

Contractor*: Pepperdine University

By: Rick P. Mares

Title: Provost & CAO

Print Name: Rick P. Mares

Date: 5/22/2019

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: _____

Title: _____

Print Name: _____

Date: _____

Approved by the Board of Supervisors: _____

Approved as to Form
Office of the County Counsel
Orange County, California

by _____

Deputy

EXHIBIT A

ORIGINAL CONTRACT (Contract Number MA-060-14011843)

**CONTRACT #MA-060-14010843
FOR YOUTH DIVERSION COUNSELING SERVICES**

THIS AGREEMENT (hereinafter "Contract") for the procurement of **Youth Diversion Counseling Services**, as further described herein is made and entered into as of the date of the last to sign of all necessary signatures below, and is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County" and **Pepperdine University**, with a place of business at **18111 Von Karman Avenue, Ste 209, Irvine, CA 92618** hereinafter referred to as ("Contractor"), which are sometimes individually referred to as "Party", or collectively referred to as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal (RFP) to provide **Youth Diversion Counseling Services**, as further set forth herein; and

WHEREAS, Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the Request for Proposals for **Youth Diversion Counseling Services**, and

WHEREAS, County's Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a contract with the Contractor for **Youth Diversion Counseling Services**.

NOW, THEREFORE, the Parties mutually agree as follows:

DEFINITIONS

Diversion Specialist:

Provide juvenile counseling and diversion program services, including accepting referrals, administering assessments, evaluation, counseling, and referrals to community sources. Confer with Sheriff and Probation Departments as appropriate on a case-specific basis. Minimum qualifications include enrollment in psychology Master's Degree program; previous juvenile services experience.

Administrative/Management Diversion Specialist:

In addition to Diversion Specialist duties, provide administrative and program management function, including daily supervision of program operations. Report to program Director a minimum of twice per week on program operations, including intake, evaluation, treatment, and referral of program participants. Minimum qualifications include Master's Degree in psychology and a minimum of two (2) years experience in juvenile services program.

OCSD: Orange County Sheriff Department

OCPD: Orange County Probation Department

JSB: Juvenile Services Bureau

The entity requesting services, which shall be limited to the Orange County Sheriff's Department (OCSD) and the Juvenile Service Bureau (JSB), Orange County Probation Department (OCPD), and schools or school districts contracted through OCSD for police services where the school falls within Sheriff's jurisdiction.

ARTICLES

A. Governing Law and Venue: This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. *of the*

Folder 626490
Pepperdine University

Contractor's Initials: *UP*
Contract #MA-060-14011843

event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.

- B. **Entire Contract:** This Contract, including Attachments A, B and C and Exhibit 1 (Blank Child Support Enforcement Certification Requirements Form), which have been incorporated herein by reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance by the County and in accordance to Attachment B, Compensation and Pricing.
- G. **Warranty:** Intentionally Omitted.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any Software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore,

neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation, including but not limited to, Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither the Contractor, its employees nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion, and coordination of all documentation and other goods/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that

liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

Insurance Provisions: Prior to the provision of services under this contract, the contractor agrees to Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles 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 excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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 limit per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims made or per occurrence
Sexual Misconduct	\$1,000,000 per occurrence

Required Coverage Forms

The 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.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

- 1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
- 2) A primary non-contributing endorsement 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.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange thirty (30) days notice in the event of cancellation and ten (10) days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the Sheriff-Coroner Department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the Sheriff-Coroner Department Purchasing Division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in

accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County and County Indemnities harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

- R. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- S. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. **Force Majeure:** Contractor shall not be liable for damages or unsatisfactory performance during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** 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 exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "P" above, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.
- W. **Freight (F.O.B. Destination): Intentionally Omitted**
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the Scope of Work attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **Waiver of Jury Trial:** Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney's Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which County will procure and receive goods/services from Contractor as set forth in the Scope of Work, which is attached hereto as Attachment A and incorporated by this reference.
2. **Term of Contract:** This Contract shall commence on **July 1, 2014** and shall be effective for one (1) year from that date, unless otherwise terminated by County. Contract may be renewed for up to four (4) additional one-year consecutive terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.
3. **Precedence:** The Contract documents will consist of this Contract including its Attachments, and Exhibits. In the event of a conflict between the Contract documents, the order of precedence shall be this Contract, then the Attachments and Exhibits.

4. **Fiscal Appropriations:** This Contract is subject to and contingent upon applicable budgetary appropriations being made by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not forthcoming, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
5. **Conflict of Interest (Contractor):** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the best interest of the County. This obligation shall apply to the Contractor, the Contractor's employees, agents, relatives, sub tier Contractors and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of County.
6. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees, in accordance with federal, state, and county safety and health regulations and laws.
7. **County and Contractor Project Manager:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

Contractor shall appoint a project manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. Contractor's project manager shall be subject to approval by the County and shall not be changed without the written consent of the County's project manager. The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager from providing services to the County under this Contract. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within 14 calendar days after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of Contractor's project manager from providing services to the County under this Contract.
8. **Contractor Personnel:** In addition to the rights set forth in paragraph 7, the County's project manager shall have the right to require the removal and replacement of any of Contractor's personnel from providing services to the County under this Contract. The County's project manager shall notify the Contractor's project manager in writing of such action. The Contractor shall accomplish the removal of the specified personnel within one (1) calendar day after written notice by the County's project manager. The County is not required to provide any reason, rationale or factual information in the event it elects to request the removal of any of Contractor's personnel from providing services to the County under this Contract.
9. **Orderly Termination:** Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
10. **Reprocurement Costs:** In the case of default by Contractor, the County may procure the service from other sources and, if the cost is higher, Contractor will be held responsible to pay the County the difference between the Contract cost and the price paid. The County may make reasonable efforts to obtain the prevailing market price at the time such goods and services are rendered. This is in addition to any other remedies available under law.

16. **Data – Title to:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

Contractor's Initials: _____
Contract #MA-060-14011843

17. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate, based upon the last usage. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
18. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned buyer. In no event will Contractor store any records in County facilities
19. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

20. **Disputes-Contract:** (A) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
- The Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating the that demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

(B) Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his designee. If the County fails to render a decision

within 90 days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless the Contractor commences action in a court of competent jurisdiction.

21. **Licenses and Standards:** Contractor represents and warrants that it and all Contractor personnel providing services under this Contract have all necessary licenses, certifications and permits required by the laws of the United States, State of California, County of Orange and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further Contractor represents and warrants that its employees, agents, interns, paid or unpaid volunteers and consultants or agents shall conduct themselves in compliance with the laws applicable to sexual harassment and ethical behavior. County may terminate this Contract immediately without penalty in the event that any of Contractor personnel are found not to have any applicable or represented license.
23. **Grant Funding:** Contractor expressly acknowledges and understands that this Contract is contingent upon Grant Funding. County reserves the right to cancel the Contract at no cost to County, along with any orders and/or shipments associated with this Contract, in the event that Grant Funding is no longer available.
24. **Debarment Certification:** The Contractor certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Contract by any Federal department or agency. Contractor acknowledges that award of contract will not be made to them by County in the event they are listed on the "Excluded Parties List System ("EPLS")" maintained by the General Services Administration of the United States of America.

25. Security Requirements:

Background Checks:

All personnel to be employed by Contractor in performance of the work under this Contract shall be subject to background checks and clearance prior to their admittance into a Sheriff's facility.

1. Contractor shall prepare and submit an information form to the County Project Manager for those employees who will be working at any Sheriff Facility.
2. Information forms shall be submitted at least five (5) County working days prior to the start of work.
3. Said information forms will be provided by the County Project Manager upon request, and will be screened by the Sheriff's Department.
4. Said information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance. Contract may be terminated immediately by the County, without penalty, for non-performance due to denial of access to a facility.
5. No person shall be employed to perform work at a Sheriff's facility on this Contract who has not received prior clearance from the Sheriff's Department.
6. The County, including the Sheriff's Department, shall not be required to give a reason if clearance is denied.

A. Performance Requirements:

Contractor shall ensure that:

1. All vehicles parked on site shall be locked and thoroughly secured at all times.
2. All work areas shall be secured prior to the end of each work day.
3. Contractor's personnel shall have no contact, either verbal or physical, with inmate in the facility. Specifically:
 - a. Do not give names or addresses to internees.
 - b. Do not receive any names or addresses from internees.
 - c. Do not disclose the identity of any internee to anyone outside the facility.
 - d. Do not give any materials to internees.
 - e. Do not receive any materials from internees (including materials to be passed to another individual or internee).

Failure to comply with these requirements is a criminal act and can result in prosecution.

6. Contractor's personnel shall not smoke or use profanity or other inappropriate language while on site.
7. Contractor's personnel shall not enter the facility while under the influence of alcohol, drugs or other intoxicants and shall not have such materials in their possession.

B. Security Requirements:

Contractor's personnel shall:

1. Comply with the written schedule provided by the Sheriff/Facilities Operations which shall clearly show the specific start and end times for each work day.
2. Arrive at the site no more than fifteen (15) minutes prior to the scheduled time or no more than fifteen (15) minutes after the scheduled time.

If delay or cancellation is necessary immediately contact the designated on site coordinator and/or the County Project Manager.

Repeat problems will be grounds for remedial action to include Contract termination.

3. Report to the Control Desk upon arrival at the job site. Control will ensure that the work area is clear and ready for work to begin.

Follow any special security requirements issued by the in site coordinator.

4. Report to the Control Desk when leaving the facility, either temporarily or at the end of the work day.
5. Immediately report all accidents, spills, damage, unusual conditions and/or unusual activities to the Control Desk.
6. Securely close and check all gates and doors to insure that they are tightly closed and locked.

7. Restrict all activities to the immediate work site and adjacent assigned areas.
8. Remain with the assigned escort at all times, unless otherwise directed by the onsite coordinator.

C. Potential Delays/ Interruptions:

Contractor shall acknowledge that:

1. Contractor's personnel who enter a Sheriff's facility but have not passed the security screening or who have falsified the security screening information or who have outstanding wants or warrants may be detained by the Sheriff.
2. The primary purpose of the detention facilities is the safe and secure operation of those facilities. To that end:
 - a. Contractor's personnel shall immediately comply with all directions and orders issued by Sheriff's personnel, other than changes regarding the quality or quantity of work which will be controlled by the County Project Manager.
 - b. Contractor's personnel may be delayed or denied access to the facility.
 - c. Contractor's personnel may be ordered to leave a facility prior to the completion of their work or the end of the work day.
 - d. Contractor's personnel may be detained within a facility until an incident is resolved by Sheriff's personnel.

Contract Signature Page

The Parties hereto have executed this Contract # MA-060-14010858 for Youth Diversion Counseling Services on the dates shown opposite their respective signatures below:

CONTRACTOR*: PEPPERDINE UNIVERSITY

Karyn Jippin
Signature

PROVOST
Title

DARRYL TIPPENS
Print Name

28 MAY 2014
Date

CONTRACTOR*: PEPPERDINE UNIVERSITY

Lee B. Kats
Signature

Vice Provost
Title

LEE B. KATS
Print Name

28 May 14
Date

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.

COUNTY OF ORANGE,
a political subdivision of the State of California

By: [Signature]

Title: PURCHASING MANAGER

Print Name DWIGHT TIPPENS

Date: 6/18/14

Approved by Board of Supervisors on: 6/18/14

Approved as to form
County Counsel

[Signature]
Deputy

ATTACHMENT A**SCOPE OF WORK****I. GENERAL PROGRAM DESCRIPTION**

Contractor shall develop and operate a juvenile service, counseling, and diversion program to complement the current expansion of the Sheriff Department's Juvenile Services Bureau. The program will function within the existing operational structure of the Sheriff's Department and its subordinate units.

Minors referred under this program shall receive services that help the minor learn to be accountable for their actions. Minors should also be offered services that help the minor and their families develop skills, which are intended to help prevent the minor from further involvement in the criminal justice system. Such skills will be developed through education and counseling in such areas as:

- a. Family communication and problem solving
- b. Supervision and limit-setting strategies for parents
- c. Situational risk assessment and decision making by offender
- d. Indicators and consequences of substance abuse
- e. The law, justice system, consequences of poor decision making, and illegal behavior

Personnel provided by Contractor for this program will be assigned to all areas serviced by the Orange County Sheriff's Department including, but are not limited to, the Unincorporated North and South County Regions, Contract Cities of Aliso Viejo, Dana Point, Laguna Hills, Laguna Niguel, Laguna Woods, Lake Forest, Mission Viejo, Rancho Santa Margarita, San Clemente, San Juan Capistrano, Stanton, and Villa Park and Yorba Linda and any and all schools located within the designated Unincorporated Regions or Contract Cities.

Contractor shall provide services to help achieve the operational philosophy of the Sheriff's Juvenile Services Bureau, which is to divert juveniles from criminal behavior and substance abuse by providing individual assessment and treatment. Diversion Specialists provided by Contractor pursuant to this Contract will conduct their duties within the confines of this philosophy.

II. CONTRACTOR'S DUTIES:**A. Personnel**

Contractor shall provide the following personnel to deliver the services required under this contract.

1. Diversion Specialists

- a. Contractor shall provide a minimum of five (5) personnel to be designated as Diversion Specialists who will staff multiple work locations. Contractor shall work in cooperation with the Orange County Sheriff's Department, Orange County Probation Department, Schools and Contract Cities to identify work locations where Contractor's personnel will provide counseling services. Diversion Specialists must be available for assignment within the following schedule:

Days	Time
Monday - Friday	8:00 a.m. to 5:00 p.m.
Saturday	8:00 a.m. to 5:00 p.m.

1. The Juvenile Services Bureau Investigator or designee shall send for review and action, a copy of the juvenile police report and referral for diversion to the Contractor. This action will be performed before the police report and Application for Petition is submitted to the Probation Department for prosecution. The Contractor shall review the referral and police reports for qualification to the diversion program.

Contractor's Initials: _____
Contract #MA-060-14011843

2. Based on individual evaluations, Diversion Specialists shall refer juveniles to specific counseling, diversion, and educational resources based upon their individual circumstance and needs. Diversion services should be utilized with any treatment method shown in documented research to be effective.
 - a. The diversion programs utilized by Contractor pursuant to this Contract shall be subject to current review and approval procedures used by the Orange County Sheriff's Department and the Orange County Probation Department. Contractor Project Manager will track the juvenile's appointments and assignments from the time each juvenile comes into the program until completion.
3. Contractor shall provide and arrange for mandatory parenting workshops, education seminars, legal awareness classes, or other classes when requested by the Orange County Sheriff's Department, the Orange County Probation Department, or their subordinate units. Workshops and programs offered by the Contractor shall include, but not be limited to, the following intervention services:
 - Parenting Classes (i.e., Parent Project).
 - PRYDE (Pepperdine Resource, Youth Diversion & Education) Parent Training/Counseling.
 - Individual and/or family Counseling.
 - Drug, alcohol and tobacco use prevention and awareness classes.
 - Shoplifting, theft and graffiti prevention classes.
 - Development of skills needed to obtain and maintain employment.
 - Decision making, anger management, and peer pressure awareness classes (gang/tagging crew prevention)
 - Parenting classes for those youths who are or about to become parents.

Contractor shall be responsible for monitoring the accomplishment of individual case goals.

4. To the extent possible juveniles should receive services from the Contractor at the Juvenile's families expense; juveniles should be referred for services from an outside agency only where no appropriate services are available from the Contractor, the Sheriff and/or the Probation Department. Contractor shall also provide customized intervention programs, when required, to meet the needs of specific referrals.
5. Contractor's Diversion Specialists shall work in close cooperation with, and make referrals to, outside agencies that are approved public, profit and non-profit community organizations and counseling programs, which may include, but are not limited to:
 - CSP Gang Diversion
 - CSP Youth Shelter
 - Legal Education for Youth and Parents
 - Stop Short of Addiction
 - Parenting Classes
 - Parent Project
 - Juvenile Drug Diversion Program
 - Crisis Counseling
 - Community Service (No more than 20 hours)
 - Petty Theft and/or Shoplifting Classes
 - Graffiti Classes
 - Truancy Program (SARB)

- Smoking Classes
 - Traffic Safety Classes
 - Long-Term Counseling
 - Anger Management
 - In-Patient Substance Abuse Treatment
 - Recovery Home Placement
 - Alcoholics Anonymous Meetings
 - Narcotics Anonymous Meetings
 - Marijuana Anonymous Meetings
 - Al-Anon-Alateen Meetings
 - Parent Support Groups
 - Mentoring
 - Character Counts Programs
 - Aspen
 - Decisions Program
 - Shelter Placement
 - Mental Health Psychiatric Facilities
 - Psychiatrists
 - Psychologists
 - Clinical Social Workers
 - Marriage and Family Therapists
 - Victim/Offender Reconciliation Program
 - Any other approved program developed at a later date
6. Contractor's Diversion Specialists shall work in cooperation with and accept referrals from sources that include the Orange County Sheriff's Department, the Orange County Probation Department, parents, schools, and any juvenile desiring such services within the Orange County Sheriff's Jurisdiction. Diversion Specialists will assist these sources with counseling and educational resources.
7. Contractor shall offer a wide range of juvenile programs which may be customized to meet the needs of the specific referrals. Contractor shall provide counseling and services to address a wide range of behavioral issues among juveniles, including but not limited to: Criminal behavior, delinquency, truancy, substance abuse, mental illness and dysfunctional family life. Contractor's program shall be sufficiently flexible, to handle all referrals for all possible cases and broad in scope to deal with the complexity and diversity of each juvenile's issues/problems. When needed, Contractor shall refer youth to outside programs that are in geographical proximity of their residence.
8. Contractor shall independently develop and supervise a diversion plan for each County referral utilizing the contractor's multimodal treatment process, which include the following assessments and interventions:
- Assessment – a two (2) hour initial evaluation that will include a diagnostic interview with the Juvenile and Parents/guardians, to assess the following areas:
 - 1) Psychological/psychiatric mental illness
 - 2) Substance abuse/dependency
 - 3) Medical/health
 - 4) Legal/criminal
 - 5) Family dysfunction
 - 6) Financial/poverty including poor living conditions

- 7) Child abuse, neglect
- 8) Educational, truancy, academic and/or behavioral difficulties
- 9) Cultural/assimilation
- 10) Lack of awareness/access to community resources

- Interventions – These are to be specified in the individualized diversion requirements; some shall be provided directly by Contractor's personnel and others by referrals.

- 1) Crisis Intervention – Evaluation, Counseling, Hospitalization, Reporting & Disposition, Intervention/Placement and Treatment.
- 2) Psychiatric/Medical – Child Abuse, Suicide, Homicide,
- 3) Psychological Counseling
- 4) Substance Abuse Treatment
- 5) Behavior Modification
- 6) Education/Psychoeducation
- 7) Growth Enhancing Activities
- 8) Community Support Groups
- 9) Mentoring

9. Based on assessment findings, the Contractor shall coordinate with the Probation Department if there is a need for specialized intervention programming components for the offender or parents. Specialized counseling and intervention services may consist of special mental health, sexual awareness and/or general health services. All specialized intervention requests shall be approved for use by the Orange County Probation Department Community Resource Unit.
10. Contractor shall provide counseling and referrals that will be available to any juvenile, parent, or family member connected with a referred juvenile. Contractor shall offer counseling seminars and classes presented to no more than 20-25 juveniles at one time. Juveniles will be scheduled for seminars and classes in as close proximity their residence as possible.
11. Contractor shall provide an online referral system for authorized agencies and schools, which shall be approved by County. All referrals shall be made via the online system, however, the agency making the referral should print the confirmation page from the system and either mail (insert address) or fax (insert phone number) the referral to Contractor. If the referring agency is unable to enter a referral electronically, Contractor shall take the referral by phone.
12. Contractor shall utilize a secure on-line database system to track each Juvenile's progress through the program and to achieve data as required by County. Referrals shall be entered using a secure internet based referral and status portal to be used by authorized agencies. Once the referral is approved by all parties, the administrator will prepare the case file for distribution. Parent and Juvenile must agree to these requirements and consent to participation for the Intake to complete successfully.
13. Contractor shall assist with the collection of restitution for cases referred to the Contractor. Restitution amounts will be based on the victim's proof of costs, or a mutually agreed amount between the victim(s) and referred minor's family. Collection assistance may be completed in the following manner:
 - Directly accepting the restitution from the referred party and submitting it to OCSD for disbursement to the victim
 - Referring the parties (victim/suspect) to a mediator or collection agency
 - Arranging for an independent third party, approved by OCSD, for collection and delivery.

The Contractor shall closely monitor any referrals or arrangements to ensure timely payment of the restitution.

If there is a disagreement about the amount of restitution between the victim and referred minor's family, the Contractor may return the case to the OCSD for reconsideration and the potential filing of the petition to Probation.

14. Contractor's Program Manager shall attend OCSD briefings and meetings as requested by the Sheriff's Department Juvenile Services Bureau Sergeant. The Contractor will provide staff with information about the diversion process and the services provided by the Contractor. These briefings and meetings may be in the form of in-service training as directed by the Juvenile Services Bureau Sergeant.

C. Timing Requirements

1. Contractor shall make telephone contact with a juvenile, within five (5) working days of referral, to schedule an intake appointment. The intake appointment should take place no longer than two weeks (14 calendar days) after contact is made, unless the juvenile is not available to meet until after that time. The Orange County Sheriff's Department or Orange County Probation Department must approve any exception to this procedure. The Contractor shall advise the Deputy Probation Officer assigned to monitor the diversion program about any party that did not attend the intake appointment.

Diversion services should be completed within 16 weeks of the date of the referral; in the event this is not possible, the Contractor shall coordinate with the Deputy Probation Officer assigned as liaison to that area. If a minor fails diversion, the Contractor will notify both the Orange County Sheriff's Department and the Probation Department within five (5) working days.

D. Reports, Data and Records

1. Contractor's Diversion Specialists shall provide written reports, including but not limited to statistical reports and excel spreadsheet datasets, as may be requested by County. Contractor shall deliver such reports or datasets within 24 business hours of a request being made by the County.
2. Contractor shall compile and maintain data concerning each referral, pertinent history information, criminal record, past referrals, seminars and counseling attended, and any other relevant information. Data will be maintained by Contractor and will remain confidential. Retention of confidential records will be at Contractor's location. Data can only be released to the Orange County Sheriff's Department or Orange County Probation Department and only to the extent such release is permitted by law. Each employee employed by the Contractor must be advised, in writing, of the confidentiality requirements per HIPAA. Documentation maintained by Contractor shall include the analysis potential for criminal and civil penalties. All data should be considered confidential unless otherwise stated by the Orange County Sheriff's Department and/or Orange County Probation Department.
3. Contractor shall submit quarterly and annual reports. The reports shall include the following information:
 - Type and number of referrals
 - Listing of offered classes and seminars
 - Listing of counseling services
 - Percentage of repeat referrals

- Log of hours spent by staff categorized by activity
- Amount of fees collected
- Donations generated to offset costs
- City of residence
- Gang affiliation
- Age at time of referral
- Race
- Gender
- Income
- Offense
- Any other requested information

III. COUNTY'S DUTIES:

A. County shall furnish Contractor with the following items:

1. Phones
2. Stationary Supplies
3. Desks and personal computers with internet access at designated locations within the County of Orange, Sheriff-Coroner Department.

B. County shall brief operations staff about diversion services offered under this contract.

C. Under no circumstances shall county reimburse parking or travel expenses incurred by Contractor.

ATTACHMENT B COMPENSATION

I. COMPENSATION:

This is a Fixed Price Agreement between the County and Contractor for Services as defined in Attachment A. County agrees to compensate the Contractor the rates specified herein. Contractor agrees to accept the same as full compensation for performing all services and furnishing all staffing and materials called for; and for risks connected with the services; and for performance by Contractor of all its duties and obligations hereunder.

The Fixed Rate shall be inclusive of all expenses (including travel, mileage, etc.) related to the performance of the work and services required to meet the requirements in the Scope of Work, set forth more fully in Attachment A. County shall not be obligated for any other expense other than the fixed rates listed herein. Invoices are to be submitted monthly in arrears.

Contractor shall include a breakdown of hours with their respective staff name, along the monthly invoice. If needed, please include additional staff, title and hourly fixed rates for each additional staff.

ITEM NO	STAFF DESCRIPTION	HOURLY FIXED RATE
001	Program Director (Minimum one (1) staff)	\$ 61.00/Hour
002	Clinical Psychologist (Minimum of one (1) staff)	\$ 61.00/Hour
003	Admin/Manager Diversion Specialist (Minimum of one (1) staff)	\$ 27.00/Hour
004	Diversion Specialist (Minimum of five (5) Staff)	\$ 27.00/Hour

Contract shall not exceed: \$350,705.00 yearly

II. PAYMENT

a. Invoicing Instructions:

Invoices and hourly breakdown are to be sent to:

County of Orange
Sheriff-Coroner Department
11 Journey
Aliso Viejo, CA 92656
Attn: Administrative Manager

The Contractor may bill on the standard invoice form, but all invoices must have the following information:

1. County Contract Number MA-060-14010858
2. Contractor's Federal ID Number

The County's Project Manager is responsible for approval of invoices and subsequent submittal of invoices to the Auditor-Controller for processing of payment.

The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction.

b. Terms:

The Auditor-Controller shall make payment within thirty (30) days, after receipt of invoices. All invoices must be verified and approved by the County Project Manager.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this agreement and shall not be construed as acceptance of any part of the services.

EXHIBIT III**HIPAA - BUSINESS ASSOCIATE CONTRACT****A. GENERAL PROVISIONS AND RECITALS**

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.
2. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract # (TBD) that are described in the definition of "Business Associate" in 45 CFR § 160.103.
3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract # (TBD), some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract # (TBD).
4. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract # (TBD) in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
5. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
6. The Parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract # (TBD).

B. DEFINITIONS

1. "Administrative Safeguards" are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor's workforce in relation to the protection of that information.
2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

- a. Breach excludes:
- i. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
 - ii. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
 - iii. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
- b. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
- i. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - ii. The unauthorized person who used the PHI or to whom the disclosure was made;
 - iii. Whether the PHI was actually acquired or viewed; and
 - iv. The extent to which the risk to the PHI has been mitigated
3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
 8. "Physical Safeguards" are physical measures, policies, and procedures to protect CONTRACTOR's electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

10. "Protected Health Information" or "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
13. "Security Incident" means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.
14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
16. "Technical safeguards" means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.
18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

1. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Contract or as required by law.
2. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Contract and the Contract # (TBD), to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Contract.
3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.
4. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Contract.
5. Contractor agrees to report to County immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

6. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Contract to Contractor with respect to such information.
7. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.
8. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
9. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.
10. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
11. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract # (TBD), in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
12. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.
13. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph B.2.a above.

D. SECURITY RULE

1. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
2. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on

behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this Paragraph D of this Business Associate Contract.

3. Contractor shall report to County immediately any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with Paragraph E below and as required by 45 CFR § 164.410.

E. BREACH DISCOVERY AND NOTIFICATION

- i. Following the discovery of a Breach of Unsecured PHI, Contractor shall notify County of such Breach, however both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
 - a. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
 - b. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.
2. Contractor shall provide the notification of the Breach immediately to the County Privacy Officer at:

Thea Bullock, County Privacy Officer
 405 W. 5th Street
 Santa Ana, CA 92701
 (714) 834-3154
tbullock@ocbca.com
privacyofficer@ocgov.com

Or Linda Le, Deputy County Privacy Officer
 405 W. 5th Street
 Santa Ana, CA 92701
 (714) 834-4082
llle@ocbca.com
LHP&A@ocbca.com

- a. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.
3. Contractor's notification shall include, to the extent possible:
 - a. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;
 - b. Any other information that County is required to include in the notification to Individual under 45 CFR § 164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - (1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - (2) A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (3) Any steps Individuals should take to protect themselves from potential harm resulting from the

Breach;

- (4) A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - (5) Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
4. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.
 5. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this Paragraph E and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
 6. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
 7. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.
 8. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
 9. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

1. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Contract # (TBD), provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by COUNTY except for the specific Uses and Disclosures set forth below.
 - a. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.
 - b. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:
 - i. The Disclosure is required by law; or

- ii. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.
- c. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.
- 2. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.
- 3. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.
- 4. Contractor may use or disclose PHI County discloses to Contractor as required by law.

G. OBLIGATIONS OF COUNTY

- 1. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.
- 2. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.
- 3. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.
- 4. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

H. BUSINESS ASSOCIATE TERMINATION

- 1. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Contract, County shall:
 - a. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
 - b. Immediately terminate the Contract # (TBD), if Contractor is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract # (TBD) is feasible.
- 2. Upon termination of the Contract# (TBD), Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.
 - a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of

Contractor.

- b. Contractor shall retain no copies of the PHI.
 - c. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.
3. The obligations of this Business Associate Contract shall survive the termination of the Contract # (TBD).

EXHIBIT B

AMENDMENT NUMBER ONE (Contract Number MA-060-15011748)

AMENDMENT NUMBER ONE
TO
CONTRACT MA-060-14011843
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY

This AMENDMENT NUMBER ONE to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER ONE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Pepperdine University (hereinafter "CONTRACTOR") with a place of business at 18111 Von Karman Avenue, Suite 209, Irvine, CA 92618 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-15011748 for a one (1) year term of July 1, 2015 through and including June 30, 2016 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ORIGINAL CONTRACT, Section CONTRACT TERM, is amended to read in its entirety as follows:

1. **Contract Term:**

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/16, unless otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. This Contract may be renewed for up to three (3) additional, one-year terms, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.
8. All other provisions of the ORIGINAL CONTRACT, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER ONE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2015 are thereby extended to June 30, 2016.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER ONE to Contract MA-060-14011843.

*Contractor: Pepperdine University

By: [Signature] Title: VICE PROVOST FOR RESEARCH AND STRATEGIC INITIATIVES
Print Name: LEE B. KATS Date: 4/28/2015

Contractor* Pepperdine University

By: [Signature] Title: Provost
Print Name: KICK K. MARCS Date: 4/29/2015

*If a corporation, the document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be the secretary, an assistant secretary, the Chief Financial Officer, or any assistant treasurers. In the alternative, a single corporate signature is acceptable when accompanied by a corporate document demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
Date: 4/29/15

EXHIBIT C

AMENDMENT NUMBER TWO (Contract Number MA-060-16011749)

**AMENDMENT NUMBER TWO
TO
CONTRACT MA-060-14011843
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY**

This AMENDMENT NUMBER TWO to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER TWO") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and **Pepperdine University** (hereinafter "CONTRACTOR") with a place of business at **18111 Von Karman Avenue, Suite 209, Irvine, CA 92618** is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE"), as Contract Number MA-060-15011748, on April 29, 2015 for a one (1) year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-16011749 for a one (1) year term of July 1, 2016 through and including June 30, 2017 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. **ARTICLES**

- a. ORIGINAL CONTRACT, Section CONTRACT TERM, is amended to read in its entirety as follows:

1. **Contract Term:**

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/17, unless otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. The period of 7/1/16 through and including 6/30/17 shall be known as Contract Number MA-060-16011749. This Contract may be renewed for up to two (2) separate additional, one-year terms, upon written mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.

3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-15011748) is attached hereto as Exhibit B and incorporated by this reference.

All other provisions of the ORIGINAL CONTRACT and AMENDMENT NUMBER ONE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER TWO, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2016 are thereby extended to June 30, 2017.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER TWO to Contract MA-060-14011843.

Contractor*: **Pepperdine University**

By: [Signature] Title: Vice provost
 Print Name: Lee B. Kats Date: 27 April 2016

Contractor*: **Pepperdine University**

By: [Signature] Title: Provost
 Print Name: R. in R. MARRS Date: 4/20/2016

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Purchasing Manager
 Date: 6/28/16

Approved by the Board of Supervisors: 6-28-16

Approved as to Form
 Office of the County Counsel
 Orange County, California

by [Signature]
 Deputy

EXHIBIT D

AMENDMENT NUMBER THREE (Contract Number MA-060-17011637)

**AMENDMENT NUMBER THREE
TO
CONTRACT MA-060-14011843
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY**

This AMENDMENT NUMBER THREE to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER THREE") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and **Pepperdine University** (hereinafter "CONTRACTOR") with a place of business at **18111 Von Karman Avenue, Suite 209, Irvine, CA 92618** is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE"), as Contract Number MA-060-15011748, on April 29, 2015 for a one (1) year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTACT (hereinafter "AMENDMENT NUMBER TWO"), as Contract Number MA-060-16011749 , on June 28, 2016 for a one (1) year term of July 1, 2016 through and including June 30, 2017;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-17011637 for a one (1) year term of July 1, 2017 through and including June 30, 2018 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ORIGINAL CONTRACT, Section CONTRACT TERM, is amended to read in its entirety as follows:

1. Contract Term:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/18, unless

otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. The period of 7/1/16 through and including 6/30/17 shall be known as Contract Number MA-060-16011749. The period of 7/1/17 through and including 6/30/18 shall be known as Contract Number MA-060-17011637. This Contract may be renewed for up to one (1) additional, one-year term, upon mutual agreement of both Parties. Each renewal of this Contract may require approval by the County Board of Supervisors. The County does not have to give reason if it elects not to renew.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-15011748) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16011749) is attached hereto as Exhibit C and incorporated by this reference.
5. All other provision of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE and AMENDMENT NUMBER TWO except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER THREE, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2017 are thereby extended to June 30, 2018.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER THREE to Contract MA-060-14011843.

Contractor*: Pepperdine University
 By: [Signature] Title: Provost
 Print Name: Rick R. MARRS Date: 5/9/2017

Contractor*: Pepperdine University
 By: [Signature] Title: Vice Provost
 Print Name: LEE B. KATS Date: 9 May 17

**If the contracting party is a corporation, (2) two signatures are required. (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Supv. PCS
 Print Name: WILLIAM TOWERS Date: 6/21/17

Approved by the Board of Supervisors: 6/6/17

Approved as to Form
 Office of the County Counsel
 Orange County, California

by [Signature]
 Deputy

EXHIBIT E

AMENDMENT NUMBER FOUR (Contract Number MA-060-18011370)

AMENDMENT NUMBER FOUR
TO
CONTRACT MA-060-14011843
BETWEEN THE
COUNTY OF ORANGE
AND
PEPPERDINE UNIVERSITY

This AMENDMENT NUMBER FOUR to Contract number MA-060-14011843 (hereinafter "AMENDMENT NUMBER FOUR") between the County of Orange, a political subdivision of the State of California (hereinafter "COUNTY") and Pepperdine University (hereinafter "CONTRACTOR") with a place of business at 18111 Von Karman Avenue, Suite 209, Irvine, CA 92618 is made and entered upon execution of all necessary signatures.

RECITALS

WHEREAS, COUNTY and CONTRACTOR executed a Contract to provide Youth Diversion Counseling Services, as Contract Number MA-060-14011843 (hereinafter "ORIGINAL CONTRACT"), for a one (1) year term of July 1, 2014 through and including June 30, 2015, renewable for four (4) additional, one-year terms;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTRACT (hereinafter "AMENDMENT NUMBER ONE"), as Contract Number MA-060-15011748, on April 29, 2015 for a one (1) year term of July 1, 2015 through and including June 30, 2016;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTACT (hereinafter "AMENDMENT NUMBER TWO"), as Contract Number MA-060-16011749, on June 28, 2016 for a one (1) year term of July 1, 2016 through and including June 30, 2017;

WHEREAS, COUNTY and CONTRACTOR renewed the ORIGINAL CONTACT (hereinafter "AMENDMENT NUMBER THREE"), as Contract Number MA-060-17011637, on June 6, 2017 for a one (1) year term of July 1, 2017 through and including June 30, 2018;

WHEREAS, COUNTY desires to renew the ORIGINAL CONTRACT, as Contract Number MA-060-18011370 for a one (1) year term of July 1, 2018 through and including June 30, 2019 and the CONTRACTOR has agreed to provide these services at the rates set forth in the ORIGINAL CONTRACT;

NOW THEREFORE, in consideration of the mutual obligations set forth herein, both COUNTY and CONTRACTOR agree as follows:

1. ARTICLES

- a. ORIGINAL CONTRACT, Section 2, Term of Contract, is amended to read in its entirety as follows:

2. Term of Contract:

This Contract shall commence upon execution of all necessary signatures and continue in effect from 7/1/14 through and including 6/30/19, unless otherwise terminated by County. The period of 7/1/14 through and including 6/30/15 shall be known as Contract Number MA-060-14011843. The period of 7/1/15 through and including 6/30/16 shall be known as Contract Number MA-060-15011748. The period of 7/1/16 through and including 6/30/17 shall be known as Contract Number MA-060-16011749. The period of 7/1/17 through and including 6/30/18 shall be known as Contract Number MA-060-17011637. The period of 7/1/18 through and including 6/30/19 shall be known as Contract Number MA-060-18011370. This Contract may not be renewed.

2. A true and correct copy of the ORIGINAL CONTRACT (Contract Number MA-060-14011843) is attached hereto as Exhibit A and incorporated by this reference.
3. A true and correct copy of the AMENDMENT NUMBER ONE (Contract Number MA-060-15011748) is attached hereto as Exhibit B and incorporated by this reference.
4. A true and correct copy of the AMENDMENT NUMBER TWO (Contract Number MA-060-16011749) is attached hereto as Exhibit C and incorporated by this reference.
5. A true and correct copy of the AMENDMENT NUMBER THREE (Contract Number MA-060-17011637) is attached hereto as Exhibit D and incorporated by this reference.
6. All other provision of the ORIGINAL CONTRACT, AMENDMENT NUMBER ONE, AMENDMENT NUMBER TWO and AMENDMENT NUMBER THREE, except as amended herein and to the extent they are not inconsistent with this AMENDMENT NUMBER FOUR, remain unchanged and in full force and effect. All obligations of the Parties that would have been terminated on June 30, 2018 are thereby extended to June 30, 2019.

IN WITNESS WHEREOF, the Parties have executed AMENDMENT NUMBER FOUR to Contract MA-060-14011843.

Contractor*: Pepperdine University

By: [Signature] Title: Vice Provost
 Print Name: Lee B. Kuts Date: 3/29/18

Contractor*: Pepperdine University

By: [Signature] Title: Provost
 Print Name: Kirk R. Marrs Date: 3/30/2018

**If the contracting party is a corporation, (2) two signatures are required: (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision.*

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County Of Orange

A political subdivision of the State of California



Sheriff-Coroner Department

By: [Signature] Title: Supervising PCS
 Print Name: Olivia Trudencio Date: 5/8/18

Approved by the Board of Supervisors: 5/8/18

Approved as to Form
 Office of the County Counsel
 Orange County, California

by [Signature]
 Deputy