



AGREEMENT NO. MA-017-19011023

BETWEEN

THE COUNTY OF ORANGE

AND

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

FOR

DATA COLLECTION AND EVALUATION SERVICES

MARCH 1, 2019

Table of Contents

<u>SECTION</u>	<u>Page No.</u>
Recitals	4
I. GENERAL TERMS AND CONDITIONS	
A. Governing Law and Venue	5
B. Entire Contract	5
C. Amendments	5
D. Taxes	5
E. Delivery	5
F. Acceptance/Payment	5
G. Warranty	5
H. Patent/Copyright Materials/Proprietary Infringement	6
I. Assignment	6
J. Non-Discrimination	6
K. Termination	6
L. Consent to Breach Not Waiver	6
M. Independent Contractor	6
N. Performance Warranty	6
O. Insurance Requirements	7
P. Changes	9
Q. Change of Ownership	9
R. Force Majeure	9
S. Confidentiality	10
T. Compliance with Laws	10
U. Freight	10
V. Severability	10
W. Attorney Fees	10
X. Interpretation	10
Y. Employee Eligibility Verification	10
Z. Indemnification	11
AA. Audits/Inspections	11
BB. Contingency of Funds	11
CC. Expenditure Limit	11
II. ADDITIONAL TERMS AND CONDITIONS	
1. Scope of Contract	12
2. Term of Contract	12
3. Compensation	12
4. American With Disabilities Act (ADA)	12
5. Bills and Liens	12
6. Breach of Contract	12
7. Civil Rights	13
8. Conflict of Interest	13
9. Contractor Personnel – Drug-Free Workplace	13
10. Contractor Personnel	14
11. Contractor’s Project Manager and Key Personnel	14
12. Contractor’s Records	14
13. County of Orange Child Support Enforcement Requirements	14

14.	Data – Title To	15
15.	Disputes	15
16.	Emergency/Declared Disaster Requirement	15
17.	Equal Employment Opportunity	16
18.	Errors and Omissions	16
19.	Gratuities.....	16
20.	Nondiscrimination Statement of Compliance	17
21.	Notice.....	17
22.	Data Rights	17
23.	Remedies Not Exclusive	18
24.	State Funds –Audits	18
25.	Subcontracting	18
26.	Waivers – Contract	18
27.	California Public Records Act	18
28.	Parking For Delivery Services	18
29.	Compliance with County Information Technology Policies and Procedures	18
30.	Headings	20

III. SCOPE OF WORK

1.	Introduction.....	20
2.	Goals and Objectives of Evaluation Studies.	20
3.	County's AB109 Public Safety Realignment Programs and Services.....	21
4.	Background Information.....	21
5.	Contractor's Services and Responsibilities.....	22

IV. COMPENSATION AND INVOICING

Signature Page	28
----------------------	----

County of Orange Child Support Enforcement Certification Requirements	28
---	----

I. GENERAL TERMS AND CONDITIONS

- 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. In the 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 adjudication to another county.
- B. **Entire Contract:** This Contract 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 software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- 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. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the services not conforming to applicable specifications, or descriptions or services that do not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all 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 services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance and in accordance with each task completion as provided in Section IV.1, entitled "Compensation".
- G. **Warranty:** Contractor expressly warrants that the goods covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- 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 "Z" below, it shall indemnify, defend and hold County and County Indemnitees 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, costs and expenses but not including attorney's fees.
- I. **Assignment:** 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 by Contractor without the express written consent of County. Any attempt by Contractor to assign 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 penalties pursuant to Section 1741 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 immediately terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of the Contractor. If such notice is given, upon receipt, Contractor shall use its reasonable efforts to limit any outstanding financial commitments. Contractor shall be reimbursed for all allowable costs incurred by it for the services, including uncancellable obligations.
- 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. **Independent Contractor:** Contractor shall be considered an independent contractor and neither 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.
- N. **Performance Warranty:** Contractor shall warrant 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 the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies; 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Insurance Requirements:

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

- 1) In addition to the duty to indemnify and hold the County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents', employees' or subcontractors' performance of this Contract, Contractor shall defend the County at its sole cost and expense against same; and
- 2) Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
- 3) The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

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

Qualified Insurer

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

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

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

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

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 0012, CA 00 20, or a substitute form providing coverage at least 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 20 26 04 13 or a form at least as broad naming the *County of Orange its elected and appointed officials, officers, agents and employees* as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT.**
- 2) A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

- 1) An Additional Insured endorsement naming the *County of Orange, its elected and appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.
- 2) A primary and non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

If Contractor's Professional Liability and/or Network Security & Privacy Liability are "Claims-Made" policy(ies), Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

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 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/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 (30) 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.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- Q. **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, and the County agrees to an assignment of the 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 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.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties 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.

- S. **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.
- T. **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 "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to the County's express acceptance of delivery of products, Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **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.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **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 had 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 or 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 effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The 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 the

Contractor or the 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.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, which shall not be unreasonably withheld or delayed, 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 Indemnitees") 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, but only in proportion to and to the extent such liability, demands, or claims are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, employees and agents. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **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.

Contractor agrees to maintain such records for possible audit for a minimum of three (3) 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 agreement shall be forwarded to the County's project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach seventy-five (75) percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued by the County.

II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract specifies the terms and conditions by which the County will procure Data Collection and Evaluation Services from Contractor as further detailed in the Scope of Work, Section III of this Contract.
2. **Term of Contract:** This Contract shall commence on March 1, 2019, or upon approval by the Orange County Board of Supervisors, whichever occurs later, and continue through February 28, 2022 subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

- Paragraph I – Assignment
- Paragraph K – Termination
- Paragraph O – Insurance Provisions
- Paragraph BB – Contingency of Funds

Section II, Additional Terms and Conditions:

- Paragraph 6.0 – Breach of Contract
- Paragraph 13.0 – County of Orange Child Support Enforcement Requirements
- Paragraph 25.0 – Subcontracting

3. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Section IV of this Contract, entitled "Compensation and Invoicing," as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.
4. **American With Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.
5. **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 "Z" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
6. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Paragraph K herein;
 - b. Afford the Contractor written notice of the breach and fifteen (15) working days within which to provide a plan for correction of the breach;

- c. Approval or rejection of plan for correction within ten (10) working days of receipt of plan.
 - d. Discontinue payment to the Contactor for and during the period in which the Contractor is in breach; and
 - e. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
7. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
8. **Conflict of Interest:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and subcontractors associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of the County.

The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

9. **Contractor Personnel – Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The organization's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - 1) Will receive a copy of the company's drug-free policy statement; and

- 2) Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
 2. The Contractor violates the certification by failing to carry out the requirements as noted above.
10. **Contractor Personnel:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract.
11. **Contractor's Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor's efforts in fulfilling Contractor's obligations under this Contract. This 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, whose consent shall not be unreasonably withheld.
- The Contractor's Project Manager shall be assigned to this project for the duration of the Contract and shall diligently pursue all work and services to meet the project time lines. The County's Project Manager shall have the right to request the removal of the Contractor's Project Manager for good cause, which Contractor shall not unreasonably refuse.
12. **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 (3) 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 Deputy Purchasing Agent.
13. **County of Orange Child Support Enforcement Requirements:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Purchasing Agent, or the agency/department Deputy Purchasing Agent:
- a. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
 - b. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
 - c. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

- d. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

14. **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.

15. **Disputes:**

- 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 Deputy Purchasing Agent by way of the following process:

- 1) The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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.
- 2) 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 that the 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 Deputy Purchasing Agent or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for cause or termination for convenience as stated in Paragraph K herein.

16. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such

disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

17. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, the Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
19. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in

the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

20. **Nondiscrimination Statement of Compliance:** The Contractor's signature affixed hereon and dated shall constitute a certification under penalty of perjury under the laws of the state of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code Section 12990 (a-f) and Title 2, California Code of Regulations, Sections 11102 and 11103.
21. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.
- Contractor: The Regents of the University of California
 Erika Blossom
 Office of Research
 141 Innovation Dr., Suite 250
 University of California, Irvine
 Irvine, CA 92697-7600
 Phone No: (949) 824-2237
 Email: erika.blossom@uci.edu
- County: County of Orange
 County Executive Office/Budget
 Attn: Kim Engelby, Public Protection & Community Services Team Lead
 333 W. Santa Ana Blvd., 3rd Floor
 Santa Ana, CA 92701
 Phone: (714) 834-7487
 Email: kimberly.engelby@ocgov.com
- County of Orange
 County Executive Office/Finance
 Attn: Rick Tran, Procurement/Contracts Manager
 333 W. Santa Ana Blvd., 3rd Floor
 Santa Ana, CA 92701
 Phone: (714) 834-7025
 Email: rick.tran@ocgov.com
22. **Data Rights:** The County shall have the unrestrictive right to all Deliverables outlined in the Scope of Work, subject to applicable use and disclosure restrictions identified in provisions in this Agreement, including but not limited to, Confidentiality, Patent/Copyright Materials/Proprietary Infringement, and Data – Title To. The Contractor shall have the unrestricted right to use Project Data, subject to applicable use and disclosure restrictions and other provisions in this Agreement, including but not limited to, Confidentiality, Patent/Copyright Materials/Proprietary Infringement, and Data – Title To.

23. **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.
24. **State Funds –Audits:** When and if state funds are used in whole or part to pay for the goods and/or services under this Contract, the Contractor agrees to allow the Contractor’s financial records to be audited by auditors from the State of California, the County of Orange, or a private auditing firm hired by the State or the County. The State or County shall provide reasonable notice of such audit.
25. **Subcontracting:** No performance of this Contract or any portion thereof may be subcontracted by the Contractor without the express written consent of the County. Any attempt by the Contractor to subcontract any performance of this Contract without the express written consent of the County shall be invalid and shall constitute a breach of this Contract.

In the event that the Contractor is authorized by the County to subcontract, this Contract shall take precedence over the terms of the Contract between Contractor and subcontractor, and shall incorporate by reference the terms of this Contract. The County shall look to the Contractor for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of the County of Orange.

26. **Waivers – Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
27. **California Public Records Act:** Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 6250 et seq.
28. **Parking for Delivery Services:** County shall not provide free parking for delivery services.
29. **Compliance with County Information Technology Policies and Procedures:**

Policies and Procedures

Contractor, its subcontractors, Contractor personnel, and all other agents and representatives of Contractor, shall at all times comply with and abide by all Information Technology (IT) policies and procedures of County that are provided or made available to Contractor that pertain to Contractor (and of which Contractor has been provided with advance notice) in connection with Contractor’s performance under this Contract. Contractor shall cooperate with County in ensuring Contractor’s compliance with the IT policies and procedures described in this Contract and as adopted by County from time-to-time, and any material violations or disregard of such IT policies or procedures shall, in addition to all other available rights and remedies of County, be cause for termination of this Contract. In addition to the foregoing, Contractor shall comply with the following:

Security and Policies

All performance under this Contract shall be in accordance with County’s security requirements, policies, and procedures as set forth above and as modified, supplemented, or replaced by County

from time to time, in its sole discretion, by providing Contractor with a written copy of such revised requirements, policies, or procedures reasonably in advance of the date that they are to be implemented and effective (collectively, the "Security Policies"). Contractor shall at all times use industry best practices and methods, and all applicable HIPAA privacy and security regulations with regard to the prevention, detection, and elimination, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County systems accessed in the performance of services in this Contract.

Information Access

County may require all Contractor personnel performing services under this Contract to execute a confidentiality and non-disclosure agreement and concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and Contractor shall take all commercially reasonable measures that comply with HIPAA security and privacy regulations to secure such mechanisms. Contractor shall provide each Contractor personnel with only such level of access as is required for such individual to perform his or her assigned tasks and functions. All County systems, and all data and software contained therein, including County data, County hardware and County software, used or accessed by Contractor: (a) shall be used and accessed by such Contractor solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor, at any time.

Enhanced Security Procedures

County may, in its discretion, designate certain areas, facilities, or systems as requiring a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth in reasonable detail the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

Breach of Security

Any breach or violation by Contractor of any of the foregoing shall be deemed a material breach of a material obligation of Contractor under this Contract and may be deemed an incurable and material breach of a material obligation of Contractor under this Contract resulting in termination.

Conduct on County Premises

Contractor shall, at all times, comply with and abide by all reasonable policies and procedures of County (or that may be established thereby, from time to time) that pertain to conduct on County's premises, possession or distribution of contraband, or the access to, and security of, the County's real property or facilities, to the extent that Contractor has been provided with a copy of each such policy or procedure. Contractor shall exercise due care and diligence to prevent any injury to persons or damage to property while on the County's premises. The operation of vehicles by Contractor's personnel on County premises shall conform to posted and other applicable regulations and safe-driving practices. Vehicular accidents occurring on County's premises and involving Contractor's personnel shall be reported promptly to the County. The Contractor agrees that at all times during the Contract period, its employees, agents, and subcontractors shall comply with, and take no action that results in the County being in violation

of, any applicable federal, state, and local laws, ordinances, regulations, and rules. When on County premises, Contractor's personnel shall wear and clearly display identification badges or tags, as approved by the County.

Security Audits

Each Contract year, County may perform or have performed security reviews and testing. Such reviews and testing shall ensure compliance with all pertinent County security standards as well as any HCA/Environmental Health requirements such as federal tax requirements or HIPAA.

30. **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.

III. SCOPE OF WORK

1. Introduction

The Orange County Community Corrections Partnership (OCCCP) was established with the enactment of the California Community Corrections Performance Incentives Act of 2009 (SB 678) and serves as a collaborative group charged with advising on the implementation of related initiatives and Realignment programs. The OCCCP oversees the 2011 Public Safety Realignment process and advises the Orange County Board of Supervisors (Board) in determining funding and programming for the various components of the plan. The OCCCP includes an Executive Committee which consists of the following voting members: The Chief Probation Officer; the County Sheriff; the District Attorney; a Chief of Police; the Public Defender; and the Director of County Social Services or Mental Health or Alcohol and Drug Services (as determined by the Board).

The implementation of the 2011 Public Safety Realignment legislation tasked the OCCCP to develop and recommend a plan for consideration and adoption by the Board. The implementation plan outlined multifaceted strategies and developed system goals to guide Realignment in Orange County through each passing year and was adopted by the Orange County Board of Supervisors on October 18, 2011, and submitted to the Board of State and Community Corrections (BSCC). In addition, annual updates to the County of Orange plan were developed by the OCCCP and their partners and submitted to the BSCC through FY 2014-15.

The OCCCP's Visions and Mission:

VISION – Enhancing the quality of life of Orange County residents by promoting public safety, reducing recidivism and creating safer communities.

MISSION – The Mission of the Orange County Community Corrections Partnership is to enhance public safety by holding offenders accountable and reducing recidivism by utilizing fiscally responsible, quantifiable, evidenced based and promising practices that support victims and community restoration.

2. Goals and Objectives of Evaluation Studies

The goals for this data collection and evaluation plan include, but not limited to, the following:

- 2.1 Evaluate the impact of AB109 on local recidivism based on the definitions provided by

the Board of State and Community Corrections (BSCC) ~~and the Orange County Board of Supervisors (Board);~~

- 2.2 Evaluate the impact of AB109 programs and services on local recidivism;
- 2.3 Provide a snapshot of the current AB109 population including their needs and concerns;
- 2.4 Identify OCCCP program strengths and areas for improvement;
- 2.5 Establish an ongoing evaluation framework for the OCCCP stakeholders;
- 2.6 Provide information needed to improve implementation and assist the OCCCP to align funding and programming with strategic plans, and develop mitigation strategies for unmet needs.

3. County's AB109 Public Safety Realignment Programs and Services

Contractor shall provide data collection and evaluation services related to the implementation and impact of the County's AB109 Public Safety Realignment programs and services, which include, but not limited to, the following:

- 3.1 Full Service Partnership
- 3.2 Short Term Housing/Shelter Beds
- 3.3 Sober Living Facilities
- 3.4 AB 109 Outpatient & Residential Services
- 3.5 Day Reporting Center
- 3.6 Orange County Human Relations – Restorative Justice Services

4. Background Information

In 2011, Governor Edmund G. Brown Jr. signed Assembly Bill (AB) 109 and AB 117, historic legislation to address overcrowding in California's 33 prisons. The law, effective October 1, 2011 mandates that individuals sentenced to non-serious, non-violent or non-sex offenses serve their sentences in county jails instead of state prison. Realignment established the Postrelease Community Supervision (PCS) and Mandatory Supervision (MS) classifications of supervision and altered the parole revocation process placing more responsibility on local jurisdictions, gave local law enforcement the freedom to manage offenders in a more cost-effective manner, and charged the OCCCP with planning and implementing Realignment in each county. Additionally, effective July 1, 2013, parole violators are housed, prosecuted and tried locally.

On October 18, 2011, the Orange County Public Safety Realignment and Postrelease Community Supervision 2011 Implementation Plan (Realignment Plan) was adopted by the Orange County Board of Supervisors (Board). The policy initiative and the interventions strategies articulated in the Realignment Plan were intended to improve success rates of offenders under supervision resulting in less victimization, reduced recidivism and increased community safety. The Realignment Plan is based on the following three system goals:

- Implementation of a streamlined and efficient system in Orange County to manage our additional responsibilities under realignment.
- Implementation of a system that protects public safety and utilizes best practices in recidivism reduction.
- Implementation of a system that effectively utilizes alternatives to pre-trial and post-conviction incarceration where appropriate.

Through the past six years of the AB 109 programming, the County has continued to follow the established Realignment Plan. The OCCCCP completes an annual update report that includes individual agencies' discussions of challenges, successes, and innovative solutions. The annual update report also includes tables and summaries of the key elements of the AB109 population. In addition, the County is part of a multi-county Public Policy Institute of California (PPIC) study that examined AB109 data from October 2011 to October 2015. Although PPIC's initial report, published in August 2017, demonstrated the important changes in the composition of the California probation population overall, the results were not outlined at the county level.

5. Contractor's Services and Responsibilities

The evaluation services under this Contract will proceed in three phases, with deliverables, a timeline and a budget included for each phase. The County recognizes that the scope of services, timeline and budget of each phase, in particular for Phases 2 and 3, may change based on progress and lessons learned over the course of the project. Accordingly, the Contractor will provide, at a minimum, quarterly updates to the OCCCCP to inform their final decisions on the project scope details and funding for each phase.

5.1 Phase 1 – Evaluation Plan

Contractor shall submit a comprehensive written evaluation plan within 9-12 months from contract start date. The evaluation plan will address the goals of the OCCCCP and shall include, but not limited to, the following:

- 5.1.1 A Logic Model with the following elements: inputs, activities, outputs, outcomes, and impacts;
- 5.1.2 Research questions to be answered by the evaluation;
- 5.1.3 Study design and methods of analysis;
- 5.1.4 Data collection protocols;
- 5.1.5 Templates for data sharing agreements between OCCCCP agencies that would allow an ongoing evaluation;
- 5.1.6 Detailed breakdown of costs for all phases;
- 5.1.7 Timelines and communication plan.

During this Phase 1, the Contractor is expected to work with research staff of the OCCCCP working group in study design, including the selection of potential control groups; identifying data sources; and other tasks as required. The contractor will also work with

the OCCCP Coordinator/Project Manager with regard to the communication plan and progress reports to the OCCCP and the Board.

5.2 Phase 2 – Recidivism Report

- 5.2.1 The Contractor shall submit a research protocol approved by an accredited university's institutional review board (IRB). The approved protocol will then be submitted to the Orange County Health Care Agency's (HCA) Institutional Review Board (IRB) for review and approval. Once approved by the HCA IRB, data collection can begin. Background checks for Contractor's staff may also be required.
- 5.2.2 The Contractor will submit, at a minimum, an interim and final evaluation report, and a PowerPoint presentation to the OCCCP within 12-24 months from contract start date. A presentation at the Orange County Board of Supervisors' Meeting may also be requested. In addition, quarterly progress reports to the OCCCP may be requested.
- 5.2.3 The **final report** shall include, but not limited to, the following:
- 5.2.3.1 Demographic characteristics of Orange County's AB109 population, including criminal history and risk factors;
- 5.2.3.2 Factors associated with reductions (or increases) in recidivism system-wide. This may include background, demographic factors, programs and services;
- 5.2.3.3 Complete dataset including all data collected, entered, and analyzed as part of the study, a data dictionary of variables, all output produced, and syntax used for analyses.
- 5.2.4 The evaluation will include analysis of recidivism based on the following ~~two~~ definitions:
- 5.2.4.1 Board of State and Community Corrections: "A new felony or misdemeanor conviction when committed within three years of release from custody or committed within three years of placement on supervision for a previous criminal conviction."
- ~~5.2.4.2 Orange County Board of Supervisors: "A conviction of a new felony or misdemeanor; or a sustained parole or probation violation based on a new criminal offense, or any lawful arrest that led to the filing of a law, probation or parole violation based on new criminal offense. Recidivism shall include any of the foregoing offenses committed within three years of release from custody, three years of placement on supervision, or three years after termination of supervision."~~
- 5.2.5 The AB109 populations to be included in the evaluation are:
- 5.2.5.1 Postrelease Community Supervision (PCS): Persons released from prison on postrelease community supervision ("PCS") instead of parole,

consisting of non-violent, non-serious and non-high-risk sex offenders as defined by the California Department of Corrections and Rehabilitation.

5.2.5.2 Mandatory Supervision (MS): Persons who have been convicted of committing felonies and now sentenced to County jail pursuant to subdivision (h) of Penal Code section 1170 instead of state prison, and are placed under Mandatory Supervision

5.2.5.3 General Supervision Offenders: Offenders granted formal probation by the Court for misdemeanor and felony cases. Those on formal probation have a prison sentence that is suspended as long as the offender consistently follows the terms and conditions of their probation for the duration of time under supervision.

5.2.5 Analysis of the following measures of recidivism will be conducted on the entire AB109 population identified above. In addition, subgroup analyses will be performed using these same measures:

5.2.5.1 Rearrest

5.2.5.2 Reconviction

5.2.5.3 Reincarceration (prison or jail)

5.3 Phase 3 – AB109 Program Impacts

The Contractor shall deliver to County within 24-36 months from contract start date a final evaluation report that shall include, but not limited to, the following:

5.3.1 Analysis of services received by AB109 population including the frequency and availability of services, and participant outcomes including possible impact on recidivism;

5.3.2 Identify wait lists or delays in providing services;

5.3.3 Analysis of gaps in services;

5.3.4 Cost of services;

5.3.5 Executive summary that encompasses all the phases of the evaluation – project description, research design and methods used, data collection, final outcomes and findings;

5.3.6 Recommendations for improvements system-wide;

5.3.7 The report will also include challenges faced, recommendations for a sustained evaluation effort by County staff, and conclusions.

IV. COMPENSATION AND INVOICING

1. Compensation

This is a fixed price Contract not to exceed the amount of \$548,602 for the Term of Contract.

Task Category	Summary of Work Performed/Service Provided	Cost
Phase 1	Evaluation Plan	\$99,121
1.Develop Evaluation Plan	In collaboration with County staff, identify available resources and data to conduct Phase 2 and Phase 3 activities; develop plan to conduct all project tasks	\$84,121
2.Evaluation Plan report	Prepare report that contains evaluation logic model, research questions, study design, methods of analysis, data collection protocols, data sharing agreements, detailed costs, timelines and communication plans	\$15,000
Phase 2	Recidivism	\$199,948
1.Snapshot of current AB109 population	Determine individuals who are in three major groups of interest: PCS, MS and general supervision (GS), obtain background (perhaps from DOJ records) prior record and demographics and needs	\$50,000
2.Impact of AB109 on recidivism	Determine recidivism outcomes determined under two different <u>the BSCC</u> definitions using DOJ data for study years and three major groups of interest (PCS, MS and GS)	\$75,000
3.Factors associated with recidivism	Use background, demographic, prior record, and service received information to determine factors associated with recidivism for three major study groups	\$44,948
4.Recidivism reports	Interim and final report, power point presentation to OCCCCP; presentation at OC Board of Supervisors Meeting, quarterly reports; dataset and documentation	\$30,000
Phase 3	Program Impacts	\$249,533
1.Analyze services received	Using data available on referrals received, program participation, length and status at exit, analyze services received and determine recidivism outcomes as a function of services received	\$57,033
2.Conduct cost analysis	Using services received and recidivism data, conduct cost analysis that will estimate criminal justice costs associated with three study groups and comparison groups	\$50,000
3.Identify OCCCCP program strengths and areas for improvement	Using existing County documentation and developing an assessment protocol to identify wait lists and delays in services, gaps; assess programs based on evidence-based principles	\$35,000
4.Establish ongoing evaluation framework	Develop metrics and associated data that are required to provide ongoing evaluation reports	\$40,000
5.Recommendations for system-wide improvements	Conduct gap analysis of services available and service need, based on results from services received, recidivism outcomes, and evidence-based principles	\$30,000
6. Final reports	Executive summary for all phases of project, recommendations for improvements, challenges faced, recommendations for sustained evaluation effort and conclusions	\$37,500
	Total Not to Exceed	\$548,602

The Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

2. Payment and Invoicing Instructions

2.1 **Payment (Electronic Funds Transfer (EFT)):**

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact County Executive Office/Finance's Procurement/Contracts Manager listed in the solicitation. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

2.2 **Invoicing Instructions:**

Billing statements and invoices are to be mailed in accordance with each task completion as provided in Section IV.1, entitled "Compensation".

2.2.1 Contractor shall send invoices to:
 County Executive Office/Finance
 333 W. Santa Ana Blvd., 3rd Floor
 Santa Ana, CA 92701
 Attention: Fiscal Services

2.2.2 Contractor shall send invoices with the following information:

- Contractor's name and address
- County Contract number: MA-017-19011023
- Contractor's federal taxpayer identification number
- Date(s) Contractor provided service
- Services performed
- Total amount of invoice

2.2.3 Payment will be net forty-five (45) days in arrears after receipt of an invoice. 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.

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

//

//

//

//

//

Signature Page

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed in the County of Orange, State of California.

The Regents of the University of California *

Name Title

Signature Dated

Name Title

Signature Dated

**COUNTY OF ORANGE, a political subdivision of the State of California
Purchasing Agent/Designee Authorized Signature:**

Name Title

Signature Dated

**APPROVED AS TO FORM:
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

By: _____ Dated: _____
Senior Deputy County Counsel

* Pursuant to California Corporations Code Section 313, 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 of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

**County of Orange Child Support Enforcement
Certification Requirements**

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten percent (10%) or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

(Additional sheets may be used if necessary)

<i>County Use Only</i>	
Department Name	
DPA Name	
Email Address	
Phone Number	