

Contract MA-060-21011079
with
Pepperdine University
for
Youth Diversion Counseling Services

This Agreement, hereinafter referred to as “Contract” is made and entered into as of the date fully executed 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 24255 Pacific Coast Highway, Malibu, CA 90263; hereinafter referred to as “Contractor,” with County and Contractor sometimes referred to as “Party”, or collectively as “Parties.”

RECITALS

WHEREAS, Contractor responded to County’s Request for Proposal (“RFP”) for Youth Diversion Counseling Services and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide Youth Diversion Counseling Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Pricing Provisions, attached hereto as Attachment B; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Youth Diversion Counseling Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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: Intentionally Left Blank.
- F. Acceptance Payment: Intentionally Left Blank.
- G. Warranty: Intentionally Left Blank.
- 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 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. 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. 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: Intentionally Left Blank.
- 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, employee's or subcontractor's performance of this Contract, Contractor shall defend the County at its sole cost and expense with counsel approved by Board of Supervisors 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

Network Security and Privacy Liability	\$1,000,000 per claims-made
Professional Liability	\$1,000,000 per claims-made \$1,000,000 aggregate
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 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 Insured's, 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 Insured's 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, employees and agents* or provide blanket coverage which shall state *AS REQUIRED BY WRITTEN CONTRACT* when acting within the scope of their appointment or employment.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees and agents 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 Networks Security and Privacy Liability are "Claims-Made" policies, 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 interest's clause also known as a "separation of insured's" 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/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.

The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to the Contractor, this obligation shall apply to the Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing 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 in the performance of their duties.

- R. Force Majeure: Contractor shall not be assessed or be found in breach 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 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: Intentionally Left Blank.
- 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, 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. 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.

To the fullest extent permitted by law, County agrees to indemnify, defend, and hold the Contractor, its successors and assigns, its affiliates, all other entities related to Contractor, and the current and former regents, trustees, officers, employees, and agents of each of them (herein referred to collectively as the "Contractor Indemnitees") harmless from all liability arising out of any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission of the County, or person, firm, or corporation employed by the County, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Contractor Indemnitees, or any of them, arising out of this Agreement, including injury or damage either on or off County's property; but not for any loss, injury, death or damage caused by the negligence or willful misconduct of the Contractor.

- 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.

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 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 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.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure and receive services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as “Attachment A.”
2. **Term of Contract:** This Contract shall commence on July 1, 2021 and continue for a three (3) year term from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 2 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **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 Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **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.
7. **Conflict of Interest – Contractor’s Personnel:** 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 relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The 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 interests of the County.
8. **Conflict of Interest – County Personnel:** 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’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, which consent shall not be unreasonably withheld.

The Contractor's Project Manager and key personnel 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. Key personnel are those individuals who report directly to the Contractor'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 immediately after written notice by the County's Project Manager. The County's Project Manager shall review and approve the appointment of the replacement for the Contractor's Project Manager. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

10. Contractor Personnel – Reference Checks: The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by a security clearance and/or background check, as more fully described below in provision 32, and reference checks, coordinated by the agency/department issuing this Contract. County shall conduct a background investigation on each Contractor's current employees identified as assigned to perform services. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. A representative from OCSD's Background Unit will notify Contractor as to whether or not each employee has passed background. If an employee is denied clearance, neither the County nor OCSD will provide a reason for the denial to the Contractor or employee.
11. Contractor's Expense: The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
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 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 DPA.
13. Conditions Affecting Work: The contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the contractor to do so will not relieve contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this contract, unless such understanding or representations by the County are expressly stated in 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. Reprourement Costs: In case of Contract breach by Contractor, resulting in termination by the County, the County of Orange may procure the services from other sources. If the cost for those

services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

16. 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 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 section K herein.

17. 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.
18. 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.

19. 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:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization’s policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. 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:
 - i. Will receive a copy of the company’s drug-free policy statement; and
 - ii. 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:

- a. The Contractor has made false certification, or
 - b. The Contractor violates the certification by failing to carry out the requirements as noted above.
20. EDD Independent Contractor Reporting Requirements: Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a “service provider” to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Exhibit D.)

The term “service provider” is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as “an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state.” The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as “an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California.”

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

21. News/Information Release: The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County’s project manager.
22. 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: Pepperdine University
 24255 Pacific Coast Highway
 Malibu, CA 90263
 Attn: Miyun Choe
 Ph: 310-506-4000
 Email: miyun.choe@pepperdine.edu

County: County of Orange
 20202 Windrow Drive
 Lake Forest, CA 92630
 Attn: Chelsea Van De Kreeke
 Ph: 949-206-6103
 Email: cvandekreeke@ocsd.org

Assigned DPA: County of Orange
 Sheriff-Coroner Department/Purchasing Services Unit
 320 N. Flower Street, 2nd Floor
 Santa Ana, CA 92703
 Attn: Olivia Prudencio, Supervising PCS
 Ph: 714-834-6687
 Email: oprudencio@ocsd.org

23. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
24. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. 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.
25. **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 requested, as needed by the County of Orange, at prices listed in the Contract, regardless of quantity requested.
26. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of the contract term, or any subsequent renewal term, if applicable.
27. **Sub-Contracting:** 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.

28. **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
29. **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.

30. County Cooperative Contract: The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to the County, at the County's request.

31. Security and Background Requirements:

- A. County shall, with respect to Contractor Diversion Specialists performing services hereunder:
1. Perform background checks as to past employment history.
 2. Inquire as to past criminal felony convictions.
- B. The Contractor's Personnel Requirements - Interns (non-compensated) whom will be providing services under this contract must pass a security clearance and meet all requirements as set forth below:
1. All personnel to be employed in performance of the work under this Contract shall be subject to security clearance. Clearance must be updated and renewed every twelve (12) months from original date of clearance.
- C. Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:
1. Inability or unwillingness to perform in a competent manner.
 2. Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons.
 3. Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years.
 4. Usage of illegal controlled substances as defined by federal law.
- D. If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property.
- E. Nothing herein shall render any employee of Contractor an employee of County.

F. The Contractor's Personnel Requirements -

1. No person, who is required to enter a secured facility of the Sheriff, shall be assigned to perform work under this contract that has not received prior clearance from the Sheriff-Coroner Department.
2. Within fifteen (15) days of the effective date of this Contract, Contractor shall prepare and submit a complete and accurate "Contractor Security Clearance" and/or Orange County Sheriff's Department Background information form for all Contractor's employee who will be working on or who will need access to the Sheriff-Coroner's facilities to perform work covered by this Contract. County project manager shall provide form(s) to Contractor's project manager. Contractor is also responsible for ensuring that anytime an employee is assigned to work on Sheriff-Coroner's facilities under this contract that a Security Clearance form is submitted and approved prior to that employee requiring access to such premises for providing services under this contract.
4. Contractor shall inform employees assigned to perform work within secured facilities of the Sheriff-Coroner that the employee is required to inform Contractor if/when any information provided on the security clearance form changes. Contractor shall submit an updated security clearance form whenever there is a change in information provided by an employee. Contractor shall be responsible for ensuring to submit Security Clearance and/or Orange County Sheriff's Department background forms in order to renew the Security Clearance(s) every twelve months. Renewal forms shall be submitted at least ten (10) County working days prior to the expiration of an existing clearance; a security clearance is valid for 12 months from the date of issuance. If Contractor is submitting an updated form due to a change in information, said form shall be submitted within in 10 county working days of the employer becoming aware of the updated information.
5. Contractor Security Clearance information forms will be provided by County Project Manager upon request and will be screened by the Sheriff-Coroner's Department.
6. Contractor Security Clearance information forms shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
7. County will not give Contactor the reason an individual's clearance is denied, but will provide explanation to individual affected via U.S. Mail.
8. County shall issue an Identification Badge (ID badge) for the card reader as necessary for access to the work area. Contractor shall assume full responsibility for theft or loss of said keys and shall pay for re-keying all locks operated by these keys. Keys shall not be duplicated.
9. Contractor shall keep all doors locked while working in the building. ID badge shall be on Contractor's staff at all times. Contractor shall only admit persons into the building who are either direct employee of the Contractor and actively engaged in performance of the work or individuals for which admission is necessary for the performance of this contract. At no time shall the Contractor or its employees enter other areas of the facility not specifically included in this Contract. The Contractor shall check all windows and doors for proper closure and locking, extinguish all lights except master security lighting, and then reactivate the security system (if applicable) prior to leaving the facility.

10. Contractor shall immediately report all conditions and occurrences out of the norm to the Orange County Sheriff to include broken windows, vandalism, and/or other facility damage.

Signature Page

The Parties hereto have executed this Contract# MA-060-21011079 for Youth Diversion Counseling Services on the dates shown opposite their respective signatures below

Contractor*: Pepperdine University

By: _____ Title: _____

Print Name: _____ Date: _____

Contractor*: Pepperdine University

By: _____ Title: _____

Print Name: _____ Date: _____

**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

ATTACHMENT A Scope of Work

I. SCOPE OF WORK

The Orange County Sheriff's Department and the Orange County Probation Department require a service provider to 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.

Personnel provided by this program will be assigned to all areas serviced by the Orange County Sheriff's Department that include, 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.

The operational philosophy of the Sheriff's Juvenile Services Bureau is to divert juveniles from criminal behavior and substance abuse by providing individual assessment and treatment. Diversion Specialists will conduct their duties within the confines of this philosophy.

Contractor will operate the Pepperdine University Resource, Youth Diversion & Education (PRYDE) program, a juvenile diversion and counseling program within the operational structure of and collaboration with the Orange County Sheriff's Department, Orange County Probation Department and subordinate units. The PRYDE program shall be consistent with the Sheriff Department's Juvenile Services Bureau philosophy of diverting juveniles from criminal behavior and substance abuse and the program will stress early intervention, evaluation, treatment and referral.

Contractor shall adapt its processes and training to support remote intakes, counseling and progress meetings during the Coronavirus Pandemic and during any future declared emergencies that require remote processes.

II. REQUIREMENTS

Contractor shall provide a minimum of five (5) personnel and shall be comprised as follows:

- A. Personnel will be comprised of a Program/Project Manager, Clinical Psychologist, Administrative Assistant/Diversion Specialist and Diversion Specialists. PRYDE personnel will provide services to all cities and unincorporated areas so designated by the Orange County Sheriff's Department. Contractor shall work in cooperation with the Orange County Sheriff's Department, Orange County Probation Department, Schools and Contract Cities to identify work locations from which counselors will provide services. Services provided will include but are not limited to assessment, individual, group and family counseling, parent counseling and education, drug, nicotine and alcohol intervention/education, case management monitoring and referral to approved community agencies and resources.

Diversion Specialists must be available for assignment within the following schedule:

Days	Time
Monday - Friday	8:00 a.m. to 5:00 p.m.
Weekdays:	5:00 p.m. to 9:00 p.m.

(At least one day of the work week should offer after hours programming.)	
Saturday	8:00 a.m. to 5:00 p.m.

- B. All Contractors' Diversion Specialists must undergo a security clearance conducted by the Orange County Sheriff's Department as per the requirements of the Professional Standards Division. Qualifications will be reviewed and final approval for participation on this Contract will be determined by the Orange County Sheriff's Department and the Orange County Probation Department. Diversion specialists will dress professionally (business attire) and treat all clients with respect, dignity and in a professional manner.
- C. Contractor shall also provide a licensed clinical psychologist who shall have a minimum of five (5) years relevant experience, who will be responsible for supervising the Diversion Specialists assigned to this program. The supervisor's relevant experience shall be a minimum of five (5) years combined in the areas of:
1. Diversion Program Administration Management
 2. Clinical Supervision and Practice
 3. Education and Community Outreach
 4. Adolescent and Family Intervention, Treatment, and Referral
- D. Contractor's Diversion Specialists shall be knowledgeable of the underlying causes of criminal behavior in juveniles, delinquency, and substance abuse. Juveniles will be referred to specific counseling, diversion, and educational resources based upon their individual circumstances. Diversion services should be utilized with any treatment method shown in documented research to be effective.
- E. Contractor shall also provide a Project Manager and an Administrative Assistant to the Project Manager, who will support and monitor program consistency, cohesiveness and efficiency.
- F. After the contract commences, the Contractor and employees must notify the Orange County Sheriff's Department and the Orange County Probation Department (within 24 hours) of any and all known changes in the professional status, arrests and criminal justice investigations pertaining to all the staff, paid and volunteer, full and part-time, assigned to this program.
- G. Contractor's program shall provide parenting workshops, seminars, or other classes when requested by the Orange County Sheriff's Department, the Orange County Probation Department, or their subordinate units. Workshops should include professional, technical, and educational guest speakers. The contractor should make all attempts to provide Diversion services for the juveniles referred and will only be referred to outside agencies when the services cannot be rendered by the contractor at Juvenile's families expense.

In addition to mandatory involvement in the evaluation process, parents may be required to fulfill specific requirements in the diversion plan. These requirements may include:

1. Parent Classes (i.e. Parent Project)
 2. PRYDE parent training/counseling
 3. Family Counseling
 4. Outside classes, seminars
- H. Contractor's Diversion Specialists will work in close cooperation with, and make referrals to, various approved public, profit and non-profit community organizations and counseling programs which include, but are not limited to:

- 1) CSP Gang Diversion
- 2) CSP Youth Shelter
- 3) Legal Education for Youth and Parents
- 4) Stop Short of Addiction
- 5) Parenting Classes
- 6) Parent Project
- 7) Juvenile Drug Diversion Program
- 8) Crisis Counseling
- 9) Community Service (No more than 20 hours)
- 10) Petty Theft and/or Shoplifting Classes
- 11) Graffiti Classes
- 12) Truancy Program (SARB)
- 13) Smoking Classes
- 14) Traffic Safety Classes
- 15) Long-Term Counseling
- 16) Anger Management
- 17) In-Patient Substance Abuse Treatment
- 18) Recovery Home Placement
- 19) Alcoholics Anonymous Meetings
- 20) Narcotics Anonymous Meetings
- 21) Marijuana Anonymous Meetings
- 22) Al-Anon-Alateen Meetings
- 23) Parent Support Groups
- 24) Mentoring
- 25) Character Counts Programs
- 26) Aspen
- 27) Decisions Program
- 28) Shelter Placement
- 29) Mental Health Psychiatric Facilities
- 30) Psychiatrists
- 31) Psychologists
- 32) Clinical Social Workers
- 33) Marriage and Family Therapists
- 34) Victim/Offender Reconciliation Program
- 35) Any other approved program developed at a later date

- I. 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. Diversion Specialists will assist these sources with counseling and educational resources.
- J. Contractor shall utilize a wide range of juvenile programs and also be customized to meet the needs of the specific referrals. Contractor shall address, but it is not limited to: Criminal behavior, delinquency, truancy, substance abuse, mental illness and dysfunctional family life. The program must be sufficiently flexible and broad in scope to deal with the complexity and diversity of juvenile issues. Youth should be referred to programs that are in geographical proximity of their residence.
- K. Contractor shall provide a counseling and referral component that will be accessible to any juvenile, parent, or family member. This component will include counseling seminars and classes presented to no more than 20-25 juveniles at one time. Juveniles will be scheduled for seminars and classes within 25 miles of their residence
- L. Contractor shall make contact with a juvenile, by telephone, within five (5) working days of referral, to set up an intake appointment. The intake will take place no later than two weeks after contact is made. The Orange County Sheriff's Department or Orange County Probation

Department must approve any exception to these timelines. Diversion services should be completed within 16 weeks of the date of the offense and should the diversion plan exceed 16 weeks, staffing should be done with the deputy probation officer assigned as liaison to that area. Additionally, should the minor fail diversion, the Contractor will notify the Orange County Sheriff's Department and the Probation Department within five (5) working days.

- M. Contractor's Diversion Specialists shall provide written reports and feedback to referring agencies in a timely fashion.
- N. The Orange County Sheriff's Department and the Orange County Probation Department shall use current review and approval procedures for diversion programs being utilized. Contractor Project Manager will track the juvenile's appointments and assignments from the time he/she comes into the program until completion.
- O. Contractor's Program Manager shall attend OCSD briefings as requested by the Sheriff's Department Juvenile Services Sergeant. Operations staff will be briefed about diversion services offered and will be provided several times a year with a minimum of three (3) in service training per calendar year at the direction of the Sheriff's Department Juvenile Services Sergeant.
- P. Contractor's Program Manager or appointed representative shall attend quarterly meetings with the Orange County Probation Department appointed representative and the Orange County Sheriff's Department appointed representative to report on compiled data (see below: S. and T.) and discuss general operational issues and success of the diversion program run by Contractor.
- Q. Contractor shall refer juveniles to an approved restitution collection agency for matters involving property loss or damage. Follow up inquiries will be made and documented to ensure payments are being made.
- R. Contractor shall compile data concerning each referral, pertinent history information (family history, school history, etc.), 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. This document shall include the potential for criminal and civil penalties. All data should be considered confidential unless otherwise stated by the Orange County Sheriff's Department and Orange County Probation Department.
 - 1. In the event Contractor receives notice from the Orange County Sheriff and/or Probation Department that records relating to the youth's diversion have been sealed pursuant to the terms of Welfare and Institutions Code section 827.95, Contractor may review LLE reports/records in its files but may not release such reports except to the minor and/or his/her parent/guardian.
- S. Contractor shall operate and maintain an effective and efficient procedure for receiving and processing juvenile referrals. A secure database will be maintained allowing the collection of datasets and statistics as required by the Orange County Sheriff and Probation departments. All PRYDE program information, whether in electronic or hardcopy form, will be maintained in strict compliance with federal, state and local laws.
- T. Contractor shall submit quarterly and annual statistical reports. The reports shall include the following data elements:
 - 1) Type and number of referrals
 - 2) Listing of offered classes and seminars

- 3) Listing of counseling services
- 4) Percentage of repeat referrals
- 5) Log of hours spent by staff categorized by activity
- 6) Amount of fees collected
- 7) Donations generated to offset costs
- 8) City of residence
- 9) Gang affiliation
- 10) Age at time of referral
- 11) Race
- 12) Gender
- 13) Income
- 14) Offense
- 15) Any other requested information

III. DIVERSION PROGRAM GOALS AND SERVICES

A. The goals of the Diversion Program are:

- 1) To hold minors accountable; ensure minors participate in community service if recommended, mediation and restorative justice programs, and pay restitution when required; and,
- 2) To ensure that minors and their families have opportunities to develop competencies, which shall prevent the minor from further criminal justice system involvement. Such competencies 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

B. In the area of service delivery, the Contractor shall develop, coordinate and facilitate services in six (6) major areas:

- 1) The Juvenile Services Bureau Investigator or designee shall send for review and action, a copy of the police report and referral for diversion.
- 2) Contractor's Diversion Specialist will schedule intake/assessment interview within five (5) working days of receipt of referral packet.
- 3) An intake assessment will be conducted within fourteen calendar days of receipt of the referral packet. The intake assessment shall include the following, at a minimum: 1) in person interview of the referred juvenile,
- 4) In person interview of the parent(s) or guardian(s) to address the need for intervention services. The Diversion Specialist will advise the Deputy Probation Officer of any no shows within three working days.
- 5) Based on assessment findings, Contractor's Diversion Specialist will coordinate with the Probation Department regarding the need for specialized intervention programming components for the offender or parents. (All referrals shall be made to community resources approved for use by the Orange County Sheriff's Department and Orange County Probation Department Community Resource Unit.)

6) Contractor's Intervention and program services shall begin within fourteen (14) days of the assessment interview.

C. Contractor shall provide notice of successful completion of the Diversion Program to OCSD within 30 days.

IV. RESTORATIVE JUSTICE SERVICES

A. Develop and implement individual restorative justice case plans in response to the diversion agreement which may include one or more of the following:

- 1) Arrange for restitution payments to victims and/or using appropriate programs, provide or arrange for mediation services involving the victim, offender, and the offender's parent(s) or guardian(s) and closely monitor referrals to ensure timely completion of classes as deemed appropriate by the Contractor.
- 2) Monitor community service requirements and the offender's completion of this requirement.
- 3) PRYDE will develop, when appropriate, individual restorative justice case plans.

B. Contractor shall report to the (County agency contact), or designee, as well as the designated point of contact at the referring school/police agency.

Contractor shall schedule services and activities to complement and not conflict with youth's educational requirements. The Contractor will be responsible for providing or arranging for the delivery of restorative justice services. Throughout the entire process, participation in Restorative Justice Plan (RJP) must remain a voluntary process for both the youth and the victim.

Contractor shall be responsible for providing, or arranging for, the delivery of RJP services specifically Restorative Community Coalition (RCC) within appropriate timelines (approximately three (3) to four (4) months) so as to not exceed the one (1) year statute of limitations in the event that the RJP process is unsuccessful and the case needs to be returned to the referring agency for further processing.

Contractor shall use "logic models" for evaluating the process, measuring the outcome and improving the impact of program performance. The logic model provides a plan for assessing the how and why of program success. The objectives shall be specific, measurable, attainable, relevant to the target population, and offer a timeframe for completion and expected direction of change. The logic model shall link program goals of the RJP to the activities provided by the Restorative Justice Team in collaboration with Stakeholders and explains how these activities will be measured to demonstrate the achieved outcomes and positive impact on the program participants.

C. Initial Implementation and Development of the RCC model.

Contractor shall:

- Participate in training and technical assistance on restorative community conferencing.
- Work with OCSD and RCC Stakeholders to develop necessary protocols, procedures, forms, and data tracking.
- Establish a database of relevant services, such as surrogates for victimless crimes for youth who will participate in the RCC process.

D. Implementation of the RCC

- Contact and meet with youth and parent/guardian within one (1) week of receiving the referral in order to assess suitability for RCC participation. If appropriate, the intake interview should be scheduled within two (2) weeks of the initial contact.
- Contact and meet with the victim within one (1) week of receiving the referral in order to assess interest and determine RCC participation in suitable cases. If appropriate, the intake interview should be scheduled within two (2) weeks of the initial contact.
- Conduct a minimum of two separate “pre-meetings” each with youth and victim and their respective supporters (family/community members) to assess the harms, needs, and obligations that have arisen from the incident.
- Provide a safe, controlled environment for meetings to occur.
- Arrange appropriate RCC time and translation services, if needed.
- Provide victims with the opportunity to ask any questions that are unanswered, share the impact that the youth’s action had on them, and discuss what they need in order to move forward in processing the experience.
- Provide participants to express the impact of the crime on family members and the community.
- Provide youth with an opportunity to admit guilt, take responsibility, and express remorse.
- Empower participants to determine their own solutions for addressing the harm resulting from the criminal behavior.

E. Facilitation of the RCC session.

Contractor shall:

- Facilitate the RCC session.
- Discuss the crime, as well as its causes and effects with youth, victim, family, community members, and law enforcement/other RCC participants.
- Maintain on-going documentation of all interactions with RCC participants.
- Facilitate collaboration of participants to produce a consensus-based Case Plan for the youth to repair the harm done to the victim, family, community, and self.
- File and communicate the resulting Case Plan with appropriate staff responsible for agreement monitoring.
- Monitor, verify, and track completion of RCC Case Plans.
- Provide additional service referrals to youth and his/her family as appropriate.
- Support youth through RCC completion, including follow-up after RCC session (approximately four (4) to six (6) months).
- Track status of all RCC referrals (declined by victims/youth, unsuccessful, or successful) in a secure database.
- Track completion of RCC Case Plan in a secure database.

- Maintain awareness and comply with timelines to ensure that the statute of limitations does not expire on cases that are unsuccessful.
- Participate in regular meetings with Probation, RCC Stakeholders, and other faith and community-based program partners to evaluate success and address on-going programmatic issues.
- Provide progress reports, as requested, by (County agency) and/or referring agency.
- Provide monthly, quarterly, and annual statistical data to referring agency.
- Participate in regular meetings with OCSD, RJP Stakeholders, and other faith and community-based partners to evaluate success and address on-going programmatic issues.
- Provide information and education materials to schools, faith-based organizations, and other faith and community-based organizations.
- Share data and evaluation results with OCSD.

V. SHORT TERM INTERVENTION SERVICES

- A. Contractor's Diversion Specialist shall arrange for mandatory parent education and legal awareness classes for offenders and parent(s) or guardian(s) and closely monitor referrals to ensure timely completion of classes as deemed appropriate by the Contractor.
- B. Contractor's Diversion Specialist will arrange for other direct services that may include, but are not limited to:
- 1) Individual and/or family counseling
 - 2) Drug, alcohol and tobacco use prevention and awareness classes
 - 3) Shoplifting, theft and graffiti prevention classes
 - 4) Development of skills needed to obtain and maintain employment
 - 5) Decision making, anger management, and peer pressure awareness classes (gang/tagging crew prevention)
 - 6) Parenting classes for those youths who are or about to become parents.

Note: Accomplishment of individual case goals must be monitored by Contractor.

VI. REFERRALS/LINKAGE FOR OTHER SPECIALIZED SERVICES

- A. Contractor's Diversion Specialist shall arrange for referrals, as needed and appropriate, to specialized counseling and intervention services such as:
- 1) Mental Health services
 - 2) Sexual Awareness education and/or counseling
 - 3) Health services

(All referrals shall be made to resources approved for use by the Orange County Probation Department Community Resource Unit.)

ATTACHMENT B

Compensation and Pricing Provisions

1. **Compensation:** This is a firm-fixed fee Contract between the County and Contractor for Youth Diversion Counseling Services as set forth in Attachment A, "Scope of Work".

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. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. The County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C. Amendments of the County Contract Terms and Conditions.

2. **Price Increase/Decreases:** No price increases will be permitted during the first period of the price agreement. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to the County of Orange. The County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
3. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to the County during the term of this Contract not otherwise specified and provided for within this Contract.
4. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while using equipment not supplied by the County during the performance of work and services under this Contract.
5. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County of Orange for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

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 Contract and shall not be construed as acceptance of any part of the goods or services.

6. **Taxpayer ID Number:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
7. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will

leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor's name and address
- b. Contractor's remittance address, if different from 1 above
- c. Contractor's Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/service address
- f. Master Agreement (MA) or Purchase Order (PO) number
- g. Agency/Department's Account Number
- h. Date of invoice
- i. Product/service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/delivery charges, if applicable
- l. Total

Invoice and support documentation are to be forwarded to:

Sheriff-Coroner/Southeast Operations
 Attn: Chelsea Van De Kreeke
 20202 Windrow Drive
 Lake Forest, CA 92630-8152

8. Payment (Electronic Funds Transfer (EFT))

The 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 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 the assigned Deputy Purchasing Agent. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

9. Year End and Final Invoices

At the end of each term of the Contract, and upon final termination, Contractor shall submit final invoices for services rendered or goods accepted by County under the Contract term (typically one year) within ninety (90) days. For example, if the term of a Contract ends, or the Contract expires without being renewed on June 30th, any and all invoices for services rendered or goods accepted by County during the preceding term of the Contract shall be submitted to County on or before September 28. In the event the ninetieth (90th) day falls on a weekend or County holiday, the deadline for submission of invoices shall be extended to the next business day. County holidays include New Year's Day, Martin Luther King Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

Contractor's failure to submit invoices pursuant to the deadlines established herein may be deemed a breach and shall be a basis for the County to refuse payment.

ATTACHMENT C

FEES

1. 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 include the fee and 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. Invoices are to be submitted monthly.

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.

County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

STAFF DESCRIPTION	HOURLY FIXED RATE
Program Manager (Minimum one (1) staff)	<u>\$67.00</u> /Hour
Licensed Clinical Psychologist (Minimum of one (1) staff)	<u>\$67.00</u> /Hour
Administrative Assistant/Diversion Specialist (Minimum of one (1) staff)	<u>\$30.00</u> /Hour
Diversion Specialist (Minimum of five (5) Staff)	<u>\$30.00</u> /Hour

~~Contract shall not exceed: \$1,052,115.00 for the initial term of three (3) years.~~

Contract shall not exceed \$431,150 for the term of 7/1/22-6/30/23

Contract shall not exceed \$350,705 for the term of 7/1/23-6/30/24

**ATTACHMENT D
COUNTY SUPPLIED ITEMS AND ASSISTANCE**

County shall furnish the following items to Contractor at each location designated by County:

- Office Space
- Desks
- Workstations/cubicles
- Telephones
- Personal computers with internet access
- Photocopiers
- Facsimile machines
- Stationary supplies
- Cleaning supplies

County does not reimburse parking or travel expenses incurred by Contractor.