

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE
AND
CELL DOGS, INC.
FOR THE PROVISION OF
YOUTH REHABILITATION THROUGH DOG TRAINING SERVICES AT PROBATION
FACILITIES

This Memorandum of Understanding, hereinafter referred to as “MOU,” entered into this day of July 1, 2022, which date is stated for purpose of reference only, is by and between Cell Dogs, Inc., a Maine based non-profit corporation, with subsidiary programs in the State of California, herein referred to as "CONTRACTOR," and the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting through the Orange County Community Resources/Orange County Animal Care , hereinafter referred to as “OCAC,” and the Orange County Probation Department, hereinafter referred to as “PROBATION.”

COUNTY and Cell Dogs, Inc. may be referred to individually as “Party” and collectively as “the Parties.” The relationship between COUNTY and Cell Dogs, Inc., with regard to this MOU, is based upon the following:

RECITALS:

WHEREAS, CONTRACTOR operates a dog training program for sheltered dogs and inmates at various minimum-to-medium security detention facilities;

WHEREAS, CONTRACTOR has provided Youth Rehabilitation Through Dog Training Services at Probation’s Juvenile facilities since September 2010, at no cost to the COUNTY;

WHEREAS, CONTRACTOR’s Youth Rehabilitation Through Dog Training Services will be conducted at Probation’s Juvenile facilities and CONTRACTOR wishes to continue providing its services at Probation facilities at no cost to COUNTY;

WHEREAS, OCAC provides housing and veterinary services for impounded animals, at its facility located at 1630 Victory Road, Tustin, California;

WHEREAS, OCAC and PROBATION wish to continue collaborating with CONTRACTOR for youth participation in the dog training program for selected Probation youth;

WHEREAS, COUNTY has accepted CONTRACTOR'S offer in accordance with the terms and conditions set forth in this MOU.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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1. TERM

- 1.1 The initial term of this MOU shall be for a three (3)-year period commencing on July 1, 2022, and ending on June 30, 2025, and shall be subject to the termination provisions under Section 15 herein.
- 1.2 This MOU may be renewed for two (2) additional one (1) year periods, upon mutual written agreement of both parties.

2. PURPOSE

CONTRACTOR shall provide services that teach life skills to youth by socializing dogs for outside adoption, and for the following purposes:

- 2.1 To rehabilitate youth through dog training by teaching life skills and vocational skills;
- 2.2 To provide tools for youth to understand behaviors and communicate effectively without having to resort to aggression or violence;
- 2.3 To provide skills that will contribute to the successful transition of the youth from incarceration to community reentry;

3. POPULATION TO BE SERVED

- 3.1 The Cell Dogs Youth Rehabilitation Through Dog Training Services is designed to address the needs of a target population of youth, 14 to 25 years old, who are under the jurisdiction and supervision of the Orange County Juvenile Court, are serving commitments for no less than 120 days, and who are housed at Probation facilities.

4. CONTRACTOR RESPONSIBILITIES

- 4.1 Screen and select dog candidates from OCAC for temperament, behavior, and future adoptability in support of the goal of securing placement with a forever family. If OCAC does not have a dog that meets the criteria required for the program, CONTRACTOR has the option to locate a dog that meets the criteria required for the program elsewhere. If the dog is located elsewhere the responsibilities noted in Section 6 OCAC Responsibilities will not apply;
- 4.2 In collaboration with staff from Probation facilities, match youth with dog candidates;
- 4.3 Conduct an initial four-week training period with youth in a group or classroom setting, as set forth in Exhibit 5, attached hereto and incorporated herein by reference;
- 4.4 Upon successful completion of the initial four-week training period, continue with a subsequent 8 to 10-week training period with youth and dog candidates in a group or classroom setting, as set forth in Exhibit 6 attached hereto and incorporated herein by reference; and

- 4.5 Upon successful completion of the training curriculum: certify dog candidates as adoptable to the general public through the Cell Dogs Youth Rehabilitation Through Dog Training Services.
- 4.6 Track performance of the program through measurable outcomes such as, the number of youth and dogs participating, how many youth complete the program, and the number of dogs adopted.

5. PROBATION RESPONSIBILITIES

Designate a Project Manager to:

- 5.1 Screen and select youth for the program.
- 5.2 Supervise and manage program implementation onsite;
- 5.3 Advise CONTRACTOR of eligible participants for program;
- 5.4 Designate correctional officers to work with CONTRACTOR, as needed;
- 5.5 Obtain the written, voluntary consent and waiver of liability of parents or guardians of youth identified as eligible to participate in the program who are minors, and waivers of liability of youth identified as eligible to participate in the program who are 18 years or older;
- 5.6 Assure that: (i) CONTRACTOR staff will always be supervised or in a group setting at all times; (ii) at no time will CONTRACTOR staff be alone with any individual youth; and
- 5.7 Provide additional support to CONTRACTOR, if needed.

6. OCAC RESPONSIBILITIES

- 6.1 Provide access to canine candidates (dogs) for the purpose of fulfilling the program objectives of this MOU. CONTRACTOR may select participant dogs from among the candidates provided by OCAC, at the discretion of OCAC. OCAC may limit the number of dog candidates, to be discussed with the CONTRACTOR, or the number of holding days allowed, when CONTRACTOR is evaluating dogs for possible program selection. The dog candidates shall remain property of OCAC during the length of the program. In the event a dog cannot complete the program, at the request of CONTRACTOR or PROBATION'S Project Manager, the dog shall return to OCAC at no cost to any Party.
- 6.2 Provide additional support to CONTRACTOR, if needed;
- 6.3 Provide medical needs for the dogs during the length of the program consistent with the provision of medical needs for other dogs housed at the OCAC; and
- 6.4 Administer the future adoption of the dog candidates

7. MUTUAL INDEMNIFICATION

- 7.1 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 MOU.

- 7.2 COUNTY agrees to indemnify, defend, and hold CONTRACTOR 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 COUNTY pursuant to this MOU.
- 7.3 If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

8. INSURANCE

- 8.1 Prior to the provision of services under this MOU, 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 MOU 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 MOU. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.
- 8.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this MOU 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 MOU. 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 MOU for inspection by COUNTY representative(s) at any reasonable time.
- 8.3 All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management upon review of CONTRACTOR'S current audited financial report.
- 8.4 If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this MOU, the COUNTY may terminate this MOU.
- 8.5 Qualified Insurer

8.5.1 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).

8.5.2 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.

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

8.6	Coverage	Minimum Limits
	Commercial General Liability	\$1,000,000 per occurrence, \$2,000,000 aggregate

8.7 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.

8.8 Required Endorsements

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

8.8.1 An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange its elected and appointed officials, officers, agents and employees as Additional Insureds.

8.8.2 A primary 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.

8.9 All insurance policies required by this MOU 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.

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

8.11 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).

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

- 8.13 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.
- 8.14 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 MOU. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 8.15 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 MOU may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 8.16 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 MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

9. COMPLIANCE

- 9.1 CONTRACTOR'S staff participants agree to comply with the National, State, and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuring standards which may be forthcoming. These requirements include but are not limited to monitoring for compliance with the PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to PROBATION.
- 9.2 CONTRACTOR'S staff participants agree to comply with Juvenile Court Administrative Orders of Orange County Superior Court, attached hereto as (Attachment A), and incorporated by reference: (a) Order No. A-100-2-2013 "Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording" dated January 21, 2014; and (b) Order No. 12/003-903 – "Exchange of Information" dated May 7, 2018. Said Juvenile Court Administration Orders govern confidentiality of juvenile probation records. The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders, and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted, except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.
- 9.3 Juvenile Record Information is understood to include all records and data, which identify the subject of the information, and as respects any aspect of the administration of the Juvenile Court of the State of California. Such information includes, but is not limited to the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual

whether generated by CONTRACTOR or not. CONTRACTOR shall be responsible for safeguarding all information provided by PROBATION for use by CONTRACTOR.

10. CONFLICT OF INTEREST

- 10.1 COUNTY affirms that to the best of its knowledge there exists no actual or potential conflict between its employees' family, business or financial interests and the services provided under this MOU, and in the event COUNTY becomes aware of changes in either private interests or service under this agreement, COUNTY shall promptly notify CONTRACTOR thereof in writing.
- 10.2 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 MOU, employ any County employee for any purpose.

11. CONFIDENTIALITY

- 11.1 Parties agree to maintain confidentiality of all records pursuant to Welfare and Institutions Code Sections 827 and 10850-10853, the California Department of Social Services Manual of Policies and Procedures, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- 11.2 Confidential information is information that must be protected from unauthorized disclosure or public release. Examples of confidential information include but are not limited to the following: youth case records.
- 11.3 CONTRACTOR and OCAC shall inform all of its employees, volunteers, consultants or agents, and all other individuals performing services under this MOU, of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- 11.4 Information obtained by CONTRACTOR and OCAC in the performance of this MOU shall not be used for any purpose other than the performance of this MOU, except as may be required or permitted by law.

12. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

- 12.1 CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:
- 12.2 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against the COUNTY.
- 12.3 Any third-party claim or lawsuit filed against the COUNTY arising from or relating to services performed by CONTRACTOR under this MOU.
- 12.4 Any injury to an employee of CONTRACTOR that occurs on PROBATION property.
- 12.5 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of PROBATION property, monies, or securities entrusted to CONTRACTOR under the term

of this MOU.

- 12.6 In the event PROBATION and/or CONTRACTOR receives any complaint that a CONTRACTOR staff participant, youth and/or PROBATION Employee has violated the law, procedures or policy stated in this MOU or otherwise applicable to CONTRACTOR, staff shall immediately notify the Probation Director, or designee and CONTRACTOR. At PROBATION'S option, an investigation may be conducted into any allegation that any CONTRACTOR staff participant, youth and/or Probation employee has violated any law, procedure or policy as described herein or otherwise applicable to them as a matter of law. At PROBATION'S option, a CONTRACTOR staff participant may be removed from providing services under this MOU while any such investigation is pending and may remain removed if the allegations are confirmed following by the investigation. PROBATION agrees that CONTRACTOR may request that a youth and/or Probation employee against whom an allegation which has violated a law, procedure or policy may be removed from the program while an investigation is pending and may remain removed from the program if the allegations are confirmed.
- 12.7 PROBATION shall have exclusive authority to conduct an investigation into such matters and to determine the extent of the investigation necessary. The results of any such investigation shall be final, with no right to appeal a determination that a CONTRACTOR staff participant will remain removed from the program. Youth and/or employees will have rights of grievance and/or appeal as provided under law, regulation and/or MOU. CONTRACTOR may have access to the records of any such investigation as allowed by law.

All notices, requests, claims, correspondence, reports, statements authorized or required by this MOU, and/or other communications, may be communicated through County email systems and/or via U.S. Mail to the following address:

PROBATION: County of Orange Probation Department
Contracts Services
1055 N. Main Street, 5th Floor
Santa Ana, CA 92701
Attn: Purchasing and Contracts Manager

All notices shall be deemed effective when provided in writing, either through email or U.S. mail. The Parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

13. RECORDS

- 13.1 Client Records:
- 13.1.1 CONTRACTOR shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to PROBATION.
- 13.1.2 CONTRACTOR shall keep all PROBATION data provided to CONTRACTOR during the term(s) of this MOU in compliance with the County and Probation records management policies and schedules. Notwithstanding anything to the contrary, upon termination of this MOU, CONTRACTOR shall relinquish control

with respect to Probation data, returning or destroying all personal identifiable information and other confidential information received or created from PROBATION.

14. DISPUTES

- 14.1 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 MOU is not disposed of in a reasonable period of time by the CONTRACTOR and Project Manager, such matter shall be brought to the attention of the County Deputy Purchasing Agent (DPA) by way of the following process.
- 14.1.1 The CONTRACTOR shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this MOU, unless the COUNTY, on its own initiative, has already rendered such a final decision.
- 14.1.2 The CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves an amendment to the MOU, 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 amendment requested is required and aligns with the original intent of the MOU.
- 14.2 Pending the final resolution of any dispute arising under, related to, or involving this MOU, the CONTRACTOR agrees to diligently proceed with the performance of this MOU, 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 MOU

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or designee. If the COUNTY fails to render a decision within 90 days after receipt of the CONTRACTOR'S demand, it shall be deemed a final decision adverse to the CONTRACTOR'S contentions. Nothing in this section shall be construed as affecting the COUNTY'S right to terminate the MOU for cause or termination for convenience as stated in Section 15 herein.

15. TERMINATION

- 15.1 This MOU may be terminated immediately by either Party with cause or after thirty (30) days written notice without cause. Cause shall include, but not be limited, to any breach of this MOU, and violations of County ordinances or Superior Court orders related to performance under this Agreement
- 15.2 Any termination of this MOU shall be done in a manner to better the COUNTY, including 30-day written notice of the termination and the orderly transfer of service responsibilities, case records, and pertinent documents. CONTRACTOR shall assist PROBATION in extracting and/or transitioning all data in the format determined by PROBATION.
- 15.3 In the event of termination of this MOU, cessation of business by any Party or any other

event preventing the Party from continuing to provide services, the Party shall not withhold the Probation data or refuse for any reason, to promptly provide to PROBATION the Probation data, if requested to do so on such media as reasonably requested by PROBATION, even if CONTRACTOR is then or is alleged to be in violation of this MOU.

- 15.4 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

16. SUBCONTRACTING

- 16.1 No performance of this MOU or any portion thereof may be subcontracted by CONTRACTOR without the express written consent from the DPA. Any attempt by the CONTRACTOR to subcontract any performance of this MOU without the express written consent from PROBATION shall be invalid and shall constitute a breach of this MOU.
- 16.2 In the event that CONTRACTOR is authorized by PROBATION to subcontract, this MOU shall take precedence over the terms of the agreement between CONTRACTOR and subcontractor and shall incorporate by reference the terms of this MOU. PROBATION shall look to CONTRACTOR for performance and indemnification and not deal directly with any subcontractor. All work performed by a subcontractor must meet the approval of PROBATION.

17. BACKGROUND CHECK

- 17.1 All employees must pass the PROBATION'S security clearance and meet all requirements as set forth below:
- 17.1.1 All CONTRACTOR'S employees assigned to perform the work under this MOU shall be subject to background checks in accordance with Paragraph 17.2, Contractor Background Clearance. Clearance must be updated and renewed for every employee, every five (5) years until the MOU expires or employee separates from company.
- 17.1.2 No person shall be assigned to perform the work under this MOU that has not received prior clearance from PROBATION.
- 17.1.3 CONTRACTOR is responsible for ensuring that anytime an employee is assigned to perform work pursuant to this MOU that a security clearance request is submitted and approved in accordance with Paragraph 17.2. Contractor Background Clearance prior to that employee requiring access to such premises for providing services under this MOU.
- 17.1.4 CONTRACTOR shall be responsible for submitting updated security clearance requests in order to renew the security clearances. An updated request shall be submitted at least thirty (30) County working days prior to the expiration of an existing clearance; a security clearance is valid for five (5) years from the date of issuance or until the MOU expires or the employee separates from company.

If CONTRACTOR fails to provide a timely updated security clearance request for an employee, resulting in a lapse of that security clearance, CONTRACTOR shall remove and replace such employee at the County property. Repeated failure of CONTRACTOR to provide timely updated security clearance requests may result in County exercising its rights pursuant to Paragraph 15, Termination above.

- 17.1.5 CONTRACTOR's security clearance information shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.
- 17.1.6 CONTRACTOR's employees who will be assigned to perform services under this MOU will be required to complete the following forms, when going through Probation background clearance: FBI Criminal Justice Information Services Security Addendum (CJIS), Employee/Volunteer Statement form, Confidentiality of CORI Information and Employee Acknowledgement of Employer form. All forms will be sent prior to background appointment.
- 17.1.7 CONTRACTOR shall sign the California Law Enforcement Telecommunications System (CLETS) Private Contractor Management Control Agreement (attached hereto as Attachment B in order to provide CONTRACTOR access to such information as may be needed to perform services under this MOU, provided it is understood CONTRACTOR will not have access to the CLETS system itself. Based on the level of CLETS access granted to CONTRACTOR may be required to complete CLETS/NCIC training.
- 17.2 Contractor Background Clearance: At least thirty (30) days prior to the start of the MOU, or as soon as possible thereafter, CONTRACTOR shall email a list of current employees who will be assigned to perform services under this MOU to: Prob-ContractBackgrounds@prob.ocgov.com and carbon copy to Prob-Purch@prob.ocgov.com, so that PROBATION can conduct background investigations of those assigned employees as required by this MOU in accordance with Section II ("Additional Terms and Conditions") Paragraph 17.3 "Probation Background Investigation" below. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.
- 17.2.1 Within thirty (30) days of separation of any approved employee who leaves CONTRACTOR's employment, CONTRACTOR shall notify PROBATION of such separation, by email to: Prob-ContractBackgrounds@prob.ocgov.com and carbon copy to Prob-Purch@prob.ocgov.com.
- 17.3 Probation Background Investigation: PROBATION shall conduct a background investigation on each CONTRACTOR's current employees identified as assigned to perform services under this MOU and Paragraph 17.2 ("Contractor Background Clearance") above. 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. The Department of Justice will notify PROBATION of any subsequent arrest and/or conviction of any CONTRACTOR's employees approved to perform services under this MOU.

17.4 All CONTRACTOR employees assigned under this MOU must sign the following mandated forms: Prison Rape Elimination Act (PREA), California Law Enforcement Telecommunications Systems (CLETS) and Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification. These are federal mandates and are not optional. Any individual who is currently approved by PROBATION who does not complete this process shall be removed from PROBATION approved list and shall be denied access to all PROBATION facilities/buildings. An email notification from PROBATION's Background Unit will be sent annually to the respective CONTRACTOR with detailed instructions on how to complete the process.

17.5 **All Contractor Employees assigned under this MOU are required to receive prior background clearance from PROBATION before providing any services.** A representative from PROBATION'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 PROBATION will provide a reason for the denial to the CONTRACTOR or to the employee.

18. DISCRIMINATION

Parties prohibit discrimination against any member of their communities on the basis of race, color, religion, sex, age, national origin, sexual orientation, disability, or veteran status in matters of admissions, employment, housing, or services or in the educational programs or activities they operate. Harassment, whether verbal, physical, or visual, that is based on any of these characteristics is a form of discrimination. Parties also prohibits sexual harassment of any member of their communities. This includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. PROBATION and CONTRACTOR shall inform all of its employees, youth, subcontractors and agents (and the employees of their subcontractors and agents) that discrimination, harassment and sexual harassment are a violation of policy, and will not be tolerated in connection with the services provided hereunder. PROBATION shall remove any of its employees or youth or those of its subcontractors or agents who improperly conduct themselves and violate this policy

19. GENERAL PROVISIONS

19.1 This MOU represents the entire understanding of the Parties with respect to the subject matter. In the event modifications or directives are issued by the County Board of Supervisors or the Chief Executive Office that impact the provisions of this MOU, such modifications or directives shall immediately be incorporated into this MOU without further amendment by PROBATION. No other change, modification, extension, termination, or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

19.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

20. CLEARANCE OF PATENTED OR COPYRIGHTED MATERIALS

Unless otherwise expressly provided in this MOU, CONTRACTOR shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this MOU. CONTRACTOR warrants that the use of any program name, and/or service provided hereunder will not infringe upon or violate any patent, proprietary right or trade secret right of any third Party.

CONTRACTOR agrees that 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, but not limited to, attorney's fees, costs and expenses.

21. EMERGENCIES

Any emergency situation affecting the welfare of youths including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the parties.

22. EMPLOYEE ELIGIBILITY VERIFICATION

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

23. OWNERSHIP RIGHTS; NON-USE OF A PARTY'S NAME

Each Party acknowledges that the other Party owns proprietary designs, names, trademarks, logos, and similar rights with respect to its business or operation (collectively, "the Rights"). Unless otherwise agreed by the Party owning such Rights, the other Party is not authorized to use any Rights of the owning party. In the event that such authorization is granted, upon termination of this MOU, each Party shall immediately cease further use of all Rights owned by the other Party and shall either remove or destroy all material related to such Rights.

24. GOVERNING LAW

This Agreement 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 Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

25. OWNERSHIP OF DOCUMENTS

The COUNTY has permanent ownership of all directly connected and derivative materials produced under this MOU by the CONTRACTOR. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the COUNTY

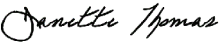
and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by CONTRACTOR without the express written consent of the COUNTY. CONTRACTOR maintains ownership of all documentation that is developed by their organization and brought into PROBATION for the purpose of training the Program participants.

26. INDEPENDENT CONTRACTOR

CONTRACTOR shall be considered an independent contractor and neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR, regardless of whether such persons are working on a paid or volunteer basis, shall be considered an agent, an employee of COUNTY, or a volunteer for the County when operating under this MOU. Neither CONTRACTOR, its employees, nor anyone working under CONTRACTOR shall qualify 'for workers' compensation or other fringe benefits of any kind through COUNTY.

[REMAINDER OF PAGE LEFT BLANK; SIGNATURE PAGE FOLLOWS]

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

DocuSigned by:

By: _____
5F929FE9EB7D480...

Janette Thomas, Executive Director
Cell Dogs, Inc.
4/24/2022
Dated: _____

By: _____
Dylan Wright, Director
County of Orange
Orange County Community Resources Agency/OC Animal Care
Dated: _____

By: _____
Bryan Prieto, Interim Chief Probation Officer
County of Orange
Probation Department
Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

DocuSigned by:

By: _____
FBE1219E589F48D...

Deputy County Counsel
4/25/2022
Dated: _____

ATTACHMENT A
JUVENILE COURT ADMINISTRATIVE ORDERS OF THE ORANGE COUNTY SUPERIOR
COURT

**No. A-100-2-2013 – “MEDIA AND PUBLIC ACCESS; CONFIDENTIALITY;
PHOTOGRAPHY/AUDIO/VIDEO RECORDING” DATED JANUARY 21, 2013**



Chambers of
MARIA D. HERNANDEZ
 PRESIDING JUDGE OF JUVENILE COURT

Superior Court of California County of Orange

341 THE CITY DRIVE
 ORANGE, CA 92868
 PHONE: (657) 622-3502

Orange County Juvenile Court Administrative Order: A-100-2-2013 Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

1. This administrative order shall supplement Welfare and Institutions Code, Sections 346, 676, 676.5, and California Rules of Court, Rule 5.530, regarding the admittance of persons, agencies and organizations to juvenile court proceedings. (All statutory references shall be to the Welfare and Institutions Code, and all references to rules shall be to the California Rules of Court, unless otherwise noted.) To the extent that this order conflicts with Sections 346, 676, 676.5, or Rule 5.530, the statute or rule shall control.
2. This administrative order shall supplement California Rules of Court, Rule 1.150, and Orange County Superior Court, Local Rules 180 and 906, regarding media coverage of courtroom proceedings, and shall be applicable only as to the proceedings of the Orange County Juvenile Court. To the extent that this order conflicts with Rule 1.150 (as constrained by Sections 346 and 676, or Rule 5.530), or Local Rule 180, the rules shall control.
3. This administrative order shall supplement Section 827(a)(4), and Orange County Superior Court, Local Rule 903.3, regarding the non-dissemination of information relating to the content of the juvenile case file or proceedings, and shall apply to all persons who are permitted access to juvenile court proceedings. To the extent that this order conflicts with Section 827, or Local Rule 903.3, the statute or rule shall control.
4. This administrative order supersedes all prior Juvenile Court administrative orders addressing public and/or media access, including administrative orders number 11/010-903 and 11/009-906, the Juvenile Court Exchange of Information and Media Policy, signed September 23, 2010, and all such orders are rescinded. All prior miscellaneous orders authorizing access to specifically identified persons or organizations remain in full force and effect, unless expressly rescinded by the Presiding Judge of Juvenile Court.

B. Admission to Juvenile Court proceedings:

1. Except as otherwise addressed herein, the persons entitled to be present at Juvenile Court proceedings are those persons described in Sections 676 and 676.5, and Rule

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County of Orange

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Page 2

5.530. No other person shall be admitted into a Juvenile Court proceeding, except upon express authorization of a judicial officer of the Juvenile Court, pursuant to this order.

2. All assigned judicial officers of the Juvenile Court shall have the discretion to admit into their assigned courtroom, only, any person who may be admitted, pursuant to Sections 346 and 676, and Rule 5.530. No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to admit such persons to any other courtroom other than the judicial officer's own courtroom.
3. Members of the "media", as defined in Rule 1.150, shall be admitted to Juvenile Court proceedings to the same extent and under the same limitations as members of the public are admitted, pursuant to Section 676(a), for the crimes listed in subdivisions (1) through (28). Members of the media shall be subject to all orders of the Court issued pursuant to subdivisions (b), (c), (d) and (e), of Section 676.
 - a) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the authority to authorize the admission of members of the media to any Juvenile Court proceeding, except pursuant to Section 676(a).
 - b) No Juvenile Court judicial officer, except the Presiding Judge of Juvenile Court, shall have the discretion to authorize "media coverage", as defined in Rule 1.150 (regarding photographing, recording or broadcasting), as to any Juvenile Court proceeding, including public proceedings pursuant to Section 676(a).
 - c) Authorization for media coverage, by the Presiding Judge of Juvenile Court, shall be made pursuant to Rule 1.150, Local Rule 180, and this administrative order.
4. All persons with a direct and legitimate interest in the particular case or the work of the court desiring admission to Juvenile Court proceedings (except those admitted into a specific courtroom by the assigned judicial officer), including persons conducting research, students, public or private agencies and organizations, and members of the news media, shall seek authorization from the Presiding Judge of Juvenile Court, by contacting Juvenile Court Administration.
 - a) In the exercise of its sound discretion in determining whether to authorize admission, the Presiding Judge of Juvenile Court considers and balances many competing factors, including:
 - The stated reason or purpose for seeking access;
 - The agency or organization with whom the person seeking access is associated with, if any, and the function, purpose, mission and goals of the agency or organization;
 - Whether the person is seeking information of a general nature about the Court or the juvenile justice system, or information regarding a particular case, minor, family or party to a matter;
 - The age of the minor[s] and the alleged facts and circumstances of the case or cases to which the requesting person is seeking admission;
 - The privacy and confidentiality rights of the children and caretakers before the court and the highly sensitive nature of the child and family issues involved in the cases before the Juvenile Court;
 - The stated concerns or objections of any party to the matters pending before the Court as to the admission of the requesting person;
 - The best interests of all minors with matters pending with the Court;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
 - The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)
- b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).
5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.
- C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:**
1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.
- a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.
2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.
- D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:**
1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.
- a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.
- b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.

2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.
 - a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.
 - b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.
3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.
 - a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.
4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. **Requests for admission of media:** Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.
 - a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.
2. **Requests for "media coverage":** All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.
 - a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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- b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.
 - c) The clerk must promptly notify the parties that a request has been filed.
3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 180, the following limitations shall apply to authorized media coverage at the Juvenile Court:
- a) Photography or video recording of minor shall be restricted to the back of the individual, from the shoulders and below. The face, profile and back of the head of the minor, or any member of the minor's family, shall not be recorded.
 - b) Photography or audio or video recording in a courtroom when the Court is not in session and formally on the record is prohibited.
 - c) Photography or audio or video recording of the minor and/or the family that is the subject of a Juvenile Court proceeding in the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center is prohibited.
 - d) When authorized, photography or audio or video recording of any person, whether within the interior or at the exterior of the Lamoreaux Justice Center, must be restricted so as to preclude any recording of persons in the background and not part of the authorized recording.
4. **Pooling media coverage:** Media coverage inside of a Juvenile Court courtroom shall be limited to one still camera and one video camera. Therefore, media organizations and agencies shall make arrangements for the pooling of photographic and video recording resources.
- a) Members of media organizations and agencies permitted to photograph and/or make video recordings of proceedings shall share any photographs or video with other media organizations or agencies.
5. **Media identification:** All members of the media must prominently display identification identifying the person as a member of the media, while inside or at the plaza area, sidewalks, streets and parking lots immediately adjacent to the Lamoreaux Justice Center.
6. **Check-in:** Upon arrival at the Juvenile Court, all members of the media shall inform the Juvenile Court receptionist (located on the second floor) of their presence, and the purpose for their presence, including the name of the case or minor that they seek to cover.
- a) In addition to checking in with Juvenile Court reception, upon arrival at the Lamoreaux Justice Center, all members of the media with cameras or other audio or video recording equipment shall advise officers of the Orange County Sheriff's Department, and shall obey their instructions regarding the movement, staging and use of such equipment.
 - b) Members of the media must arrive at the Juvenile Court in sufficient time so as not to delay the calling of a matter, including time to set-up any cameras or recording equipment. The Court will not delay calling a matter to wait for the arrival of members of the media or for the set-up of equipment, regardless of an order granting media admission and/or coverage.

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c) When a member of the media checks-in, the Juvenile Court receptionist shall immediately advise the courtroom clerk where the matter is calendared and the Presiding Judge of Juvenile Court.

7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter they are authorized to cover.

a) Courtroom staff, including Sheriff's personnel, shall admit members of the media into the courtroom in sufficient time for equipment set-up so as not the delay the calling of the matter.

F. Minors in juvenile institutions:


1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.

2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.

3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14



Maria D. Hernandez
Presiding Judge of Juvenile Court

ORDER NO. 12/003-903 - "EXCHANGE OF INFORMATION" DATED MAY 7, 2018

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMORSENAK JUSTICE CENTER
JUL 05 2018

DAVID M. YAMASAKI, Clerk of the Court
BY: J. Wainwright
J. WAINWRIGHT, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

2 Considering recent changes to the California Welfare and Institutions Code (hereinafter "WIC")
3 which pertain to the disclosure of juvenile case files¹, this Administrative Order (No. 12/003-903)
4 (hereinafter "Order") is now revised as set forth below.

5
6 The exchange and/or dissemination of information from within a juvenile case file may be
7 authorized as follows:

8 1. *In WIC Section 709 Proceedings*

9 In proceedings wherein a doubt has been declared as to a current ward's competency pursuant
10 to WIC Section 709, there may be an exchange of information concerning a current ward "only among
11 all private or public agencies providing case planning, eligibility, and/or services delivered. This
12 authorization includes, but is not limited to, the Orange County Probation Department, the Orange
13 County Social Services Agency, the Orange County Health Care Agency, the Orange County
14 Department of Education, the Regional Center of Orange County,... local school", and the Orange
15 County Public Defender's Office. (Super. Ct. Orange County, Local Rules, Rule 903.1; see also
16 Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709);
17 Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been
18 declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been

19 ¹ For purposes of this Order, a "juvenile case file" means dependency or delinquency files maintained
20 by the court, probation, social services agency and law enforcement. The file includes "all documents
21 filed in a juvenile court case", "[r]eports to the court by probation officers, social workers of child
22 welfare services programs, and CASA volunteers", "[d]ocuments made available to probation officers,
23 social workers of child welfare services programs, and CASA volunteers in preparation of reports to
24 the court", "[d]ocuments relating to a child concerning whom a petition has been filed in juvenile court
that are maintained in the office files of probation officers, social workers of child welfare services
programs, and CASA volunteers", "[t]ranscripts, records, or reports relating to the matters prepared or
released by the court, probation department, or child welfare services program", and "[d]ocuments,
video, or audio tapes, photographs, and exhibits admitted into evidence at juvenile court hearings."
(Cal. Rules of Court, Rule 5.552, subd. (a); see also Cal. Welf & Inst. Code, § 827, subd. (e).)

1 declared pursuant to WIC Section 709, the exchange of information concerning the youth is governed
2 by Administrative Order No. 13/010, Revised: March 7, 2013.

3 *2. To victims for whom restitution has been ordered*

4 Pursuant to WIC Sections 730.6 and 730.7 and Penal Code Section 1214, the victim(s) is
5 entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money
6 judgment. Upon request by a victim, the Orange County Probation Department is authorized to provide
7 the victim(s) with a recorded abstract of judgment to enforce any restitution order pursuant to Penal
8 Code Section 1214, subdivision (b).

8 *3. As attachments to Social Service Agency reports filed with the Juvenile Court*

9 On Dependency matters only, in order to promote the efficient exchange of discoverable
10 documents, the Social Service Agency may attach police reports, medical records, and other documents
11 to reports filed with the Court, and such attached documents shall be deemed reproduced in full within
12 the body of the report itself, for the purposes of determining the admissibility of the information
13 contained in such documents, within the meaning of WIC Section 355. All parties retain all rights to
14 object to the admissibility of all or a portion of the information contained in such documents, only to
15 the extent that a party could object had the information been reproduced in the body of the report itself.
16 With respect to any attachments to reports, as set forth in Rule 903.1 of the Orange County Superior
17 Court Local Rules, the Social Service Agency shall ensure compliance with all applicable statutes,
18 rules or regulations regarding the confidentiality of such records and/or the information contained
19 therein, including, but not limited to: Penal Code Sections 293, 11167, and 11167.5, as well as the
20 Health Insurance Portability Act (HIPAA). Additionally, "[u]pon request by any party or on its own
21 motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be
22 sealed, placed in a confidential envelope; or any information contained within any attachments be
23 redacted; or dissemination of any attachments or information contained therein be restricted, pursuant
24 to Welfare and Institutions Code, section 827." (Super. Ct. Orange County, Local Rules, Rule 903.1.)

1 4. *To the Social Security Administration*

2 The Probation Department and the Social Services Agency may release information from a
3 juvenile case file to the Social Security Administration for purposes of securing benefits for wards or
4 dependents. (See Cal. Welf. & Inst. Code, § 16501.1, subs. (g)(13) & (g)(16), § 11400 and § 10850;
5 see also 42 U.S.C. § 675 subs. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

6 5. *Law Enforcement Agencies and Federal Officials*

7 The exchange and/or dissemination of information from a juvenile case file to law enforcement
8 agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the
9 disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the
10 judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions
11 (a)(I)(P) or (a)(4). For purposes of Section 831, "'juvenile information' includes the 'juvenile case
12 file' as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but
13 not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained
14 or created independent of, or in connection with, juvenile court proceedings about the juvenile and
15 maintained by any government agency, including, but not limited to, a court, probation office, child
16 welfare agency, or law enforcement agency." (Cal. Welf. & Inst. Code, § 831, subd. (e).)

17 6. *Child Death Review Team*

18 Information including but not limited to autopsy reports, criminal records, mental health
19 records, physical health records, drug or alcohol information and reports, child abuse reports, and
20 dependency case information may be shared with and among members of the Orange County Child
21 Death Review Team. Team members must be advised on confidentiality guidelines and sign a
22 confidentiality statement.

23 7. *To foreign consulates*

24 The release and exchange of information concerning minors of foreign nationality, who are
wards or dependents of the Juvenile Court or are subject of a petition to declare the minor a ward, or
are the subject of an application for such petition, to the consulate of the appropriate government is

1 governed by WIC Section 10609.95 and Orange County Juvenile Court Miscellaneous Order No.
2 688.2, Revised: May 7, 2018.

3 8. *In all other instances.*

4 In all other instances, the disclosure of juvenile case files, the exchange of information between
5 and among agencies concerned with court matters affecting children, the presence of persons at
6 Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC
7 Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7,
8 827.9, 828, 828.1, 828.3, 829, 830 and 831, as well as California Rules of Court, Rules 5.530, 5.552,
9 and 5.553, Orange County Superior Court Local Rules 903 et seq., and this Order.

10 Information from a juvenile case file, received by an authorized recipient, shall be safeguarded
11 from unauthorized access or disclosure and shall not be further released to any person or agency not
12 authorized to receive such information by statute, court order, or other lawful process. No person or
13 entity may copy or inspect confidential psychological, medical, or educational information absent an
14 order from the Presiding Judge of the Juvenile Court.

15 This Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile
16 Court. In the event a conflict arises between this Order and the statutes or rules, the statutory and rule
17 provisions control.

18 Dated this 5th of July 2018

19 
20 JOANNE MOTOIKE
21 PRESIDING JUDGE of JUVENILE COURT

22
23
24

ATTACHMENT B



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 1 of 2

CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT

Agreement to allow California Law Enforcement Telecommunications System (CLETS) access by

Orange County Probation Department

CA030023G

(Public law enforcement/criminal justice agency)

(ORI)

to

(Private Contractor)

to perform

(Type of service)

services on its behalf.

Access to the CLETS is authorized to public law enforcement and criminal justice agencies (*hereinafter referred to as the CLETS subscribing agency*) only, which may delegate the responsibility of performing the administration of criminal justice functions (e.g., dispatching functions or data processing/information services) in accordance with the Federal Bureau of Investigation's (FBI) Criminal Justice Information Services (CJIS) Security Addendum to a private contractor. The private contractor may access systems or networks that access the CLETS on behalf of the CLETS subscribing agency to accomplish the above-specified service(s). This agreement must be received by the California Department of Justice (CA DOJ) prior to the subscribing agency permitting access to the CLETS. The performance of such delegated services does not convert that agency into a public criminal justice agency, not automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

Pursuant to the policies outlined in the *CLETS Policies, Practices, and Procedures (PPP)* and the Federal Bureau of Investigation's (FBI) *CJIS Security Policy*, it is agreed the CLETS subscribing agency will maintain responsibility for security control as it relates to the CLETS access. Security control is defined as the ability of the CLETS subscribing agency to set, maintain, and enforce:

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.
2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

Security control includes, but is not limited to, the supervision of applicable equipment, systems design, programming, and operating procedures associated with the development, implementation, and operation of any computerized message-switching or database systems utilized by the served law enforcement agency or agencies. Computer sites must have adequate physical security to protect against any unauthorized viewing or access to computer terminal, access devices, or stored/printed data.



STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2005; Rev. 03/2010)

DEPARTMENT OF JUSTICE
PAGE 2 of 2

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

Additionally, it is the responsibility of the CLETS subscribing agency to ensure that all private contractors receiving information from the CLETS meet the minimum training, certification, and background requirements that are also imposed on the CLETS subscribing agency's staff. The minimum requirements are applicable also to staff having access to record storage areas containing information from the CLETS. The minimum requirements include, but are not limited to:

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.
2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.
3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

In accordance with CLETS/NCIC policies, the CLETS subscribing agency has the responsibility and authority to monitor, audit, and enforce the implementation of this agreement by the private contractor. The private contractor agrees to cooperate with the CLETS subscribing agency in the implementation of this agreement and to accomplish the directives for service under the provisions of this agreement. The CLETS Management Control Agreement (HDC 0004B) shall be updated when the head of either agency changes or immediately upon request from the CA DOJ.

By signing this agreement, the vendors and private contractors certify they have read and are familiar with the contents of (1) the FBI's CJIS Security Addendum, (2) the NCIC 2000 Operating Manual, (3) the FBI's CJIS Security Policy, (4) Title 28, Code of Federal Regulations, Part 20, and (5) the CLETS PPP and agree to be bound by their provisions. Criminal offender record information and related data, by its very nature, is sensitive and has potential for great harm if misused. Access to criminal offender record information and related data is therefore limited to the purpose(s) for which the CLETS subscribing agency has entered into the contract. Misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; use, dissemination, or secondary dissemination of information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. Accessing the system for an appropriate purpose and then using, disseminating, or secondary dissemination of information received for another purpose other than execution of the contract also constitutes misuse. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date

Exhibit 1



STATE OF CALIFORNIA
HDC 0012
(Orig. 02/2009; Rev. 04/2016)

DEPARTMENT OF JUSTICE
PAGE 1 of 1

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

PRINT

RESET

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

Exhibit 2

EMPLOYEE/VOLUNTEER STATEMENT FORM

**USE OF CLETS CRIMINAL JUSTICE INFORMATION
AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

As an employee/volunteer of _____, you may have access to confidential criminal records, Department of Motor Vehicle records, or other criminal justice information, much of which is controlled by statute. All access to California Law Enforcement Telecommunications System (CLETS) related information is based on the need-to-know and the right-to-know. Misuse of such information may adversely affect an individual(s) civil rights, and violates the law and/or CLETS policy.

Penal Code section 502 prescribes the penalties relating to computer crimes. Penal Code sections 11105 and 13300 identify who has access to criminal history information and under what circumstances it may be released. Penal Code sections 11141-11143 and 13302-13304 prescribe penalties for misuse of public record and CLETS information. California Vehicle Code section 1808.45 prescribes the penalties relating to misuse of Department of Motor Vehicle record information. Penal Code sections 11142 and 13303 state:

Any person authorized by law to receive a record or information obtained from a record who knowingly furnishes the record or information to a person not authorized by law to receive the record or information is guilty of a misdemeanor.

Any person/volunteer who is responsible for CLETS misuse is subject to immediate dismissal from employment. Violations of the law may result in criminal and/or civil action.

I HAVE READ THE ABOVE AND UNDERSTAND THE POLICY REGARDING MISUSE OF ALL CLETS ACCESSIBLE INFORMATION.

Signature: _____

Print Name: _____

Date: _____

Exhibit 3

CONFIDENTIALITY OF CORI INFORMATION

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____, during the legitimate course of your duties, you have access to CORI. The Orange County Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in documents against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any employee engaging in such activities is in violation of the Probation Department’s confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department’s policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Classification

Date

Copy to be forwarded to Probation Juvenile Court Services Assistant Division Director within five (5) business days of start of employment.

Exhibit 4

EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER

I acknowledge that I am an employee of _____ and not of the County of Orange.

I understand that my employer, _____ and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

(Employee Name – Please Print)

(Signature of Employee)

Exhibit 5***Lecture / Demo Program Outline: (Without Dogs)*****Session I:**

- * Introductions and Objectives
 - Pleasure vs Pain
 - Positive Reinforcement vs Aversion Techniques
 - Manners vs Obedience
- * Training “Tools” and Appropriate Toys
(leash, collars, treats, voice ...)

- * How Dogs Communicate
 - Canine and Human Body Language
 - Signs of Stress, i.e. Calming Signals
 - Methods to Alleviate Stress: Exercise, T-Touch, etc.

Session II:

- * Learning Theory
 - Classical and Operant Conditioning
- * ”Canine Motivators”: 3 T’s (talk, touch, treats)
- * Levels of Distraction: Sound, Odor, Movement

Session III:

- * Canine Stages of Development
Puppy, Adolescent, Adult
- * Critical Fear Periods
- * Resistance
- *The Importance of Play and the Relationship!
- *Canine and Human Personality Traits – The Importance of Matching

- Driver
- Amiable
- Analytical
- Expressive

Session IV:

- * Undesirable Behaviors
 - jumping, chewing, barking, digging, potty training issues,
- * Training Techniques:
 - luring – The Magnet
 - catching
 - prompting
 - Chaining – Bringing it All Together
- * The Importance of Exercise
- * Grooming
 - bathing, brushing, nails, anal glands
- * Veterinary Wellness Lecture (guest veterinarian)
 - skin, ears, eyes, dental health, bloat, flea management, etc.)
- * Dogs' Basic Needs
 - LOVE, structure & guidance, food, water, shelter, etc.

Will bring “Demo Dog” in for classes after the initial meeting, when appropriate.

Program Outline (No Dogs) 10/21

Exhibit 6***Shelter Dog Training Curriculum Outline***

Once the dogs are brought into a correctional facility, the training program focuses on developing the handling and training skills of the incarcerated participants. The weekly training sessions typically last between 90 to 120 minutes and the entire program is designed to last 12 to 14 weeks: 4 weeks of lecture/demo presentations and 8-10 weeks of hands-on dog training. The first training cycle typically requires more time based on the experience level of the participants and the development of their training skill set. Subsequent cycles usually take less time.

All program participants **MUST** attend all classes, unless they have an excused absence from a staff member. If a participant's presence is challenged on an ongoing basis, their participation in this program will be re-evaluated.

Here is an example of a typical training class:

Brief Q & A Discussion – Addresses any questions or concerns that might have developed since the last class meeting. Review the overall health of the dog and any training challenges.

New Commands:

- * Discuss the importance of the command
- * Verbally explain how to achieve the results
- * Demonstrate using one of the shelter dogs
- * Set up training groups for each dog so the participants can practice what they have just learned.

Skill Games: Fun group exercises which will allow all participants to work with the dogs to practice skills previously taught in class. This will enable the participants to work together on teams, expose the dogs to increasing levels of

difficulty and distractions, and enable the instructor to monitor the proficiency of the dogs on an ongoing basis.

List of Training Commands:

- Name recognition
- Handling skills and good behavior for wellness and vet exams
- Sit
- Down
- Stay
- Loose Leash Walking skills
- Wait
- Come Recall
- Leave It
- Take It
- Off
- Stand
- Place
- Say Hello
- Go Around
- TRICKS – Shake, Roll-over, Bow, etc.

The proficiency of the dogs' training prowess will be judged based on the dogs' ability to focus and perform the requested commands with various levels of distractions and difficulty. The group exercises each week will help to demonstrate each dog's current ability and identify areas for improvement. For sure, each dog will reach the desired level of success before the end of the program.

Both the participants and the dogs will enjoy this program and the training process as it is based on positive reinforcement training methodology. It's a Win-Win scenario for all!

Training Curriculum Outline 10'21