



**PERFORMANCE AGREEMENT**

**BETWEEN**

**THE COUNTY OF ORANGE**

**AND**

**BOYS REPUBLIC FOR CHILDREN'S SERVICES PROGRAM DEVELOPMENT**

**FOR PROBATION-SUPERVISED YOUTH PLACED**

**AT THE BOYS REPUBLIC CHINO-POMONA PROGRAM**

**RCL 10**

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Exhibit A	Performance Outcome Measures
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## **I. PARTIES**

The parties to this agreement are Boys Republic, a California non-profit organization, hereinafter referred to as "Boys Republic," and the County of Orange, acting through the Orange County Probation Department, hereinafter referred to as "COUNTY." Boys Republic provides residential and non-residential care services to children and non minor dependents meeting certain criteria up to the age of twenty-one (21) years, hereinafter referred to as "children", who are under the jurisdiction of the Orange County Juvenile Court, and referred by the COUNTY to Boys Republic for placement at the Boys Republic facilities in Chino Hills and Pomona, hereinafter designated as "Boys Republic Chino-Pomona Program."

## **II. PURPOSES**

- A. This agreement is a county-provider "Performance Agreement" as described in California Welfare and Institutions Code, Division 9, Part 6, Chapter 12.86 ("Children's Services Program Development") Sections 18987.6 through 18987.62. Under this code authority, a county and a private non-profit children's service provider may enter into a Performance Agreement to expand foster care services, to encourage innovation in the delivery of children's services, to develop services not available in the community, and to promote change in the child welfare services system. In addition, these code sections authorize the Director of the California Department of Social Services (CDSS) to waive State regulations governing foster care payments to the provider in order to achieve the objectives of the Performance Agreement.
- B. This Performance Agreement, hereinafter referred to as "Agreement," renews and replaces a prior three year renewal of the original Performance Agreement between COUNTY and Boys Republic. Further renewal is made possible by the adoption of California Legislation (SB 1319, Stats. of 2012, Chapter 663), removing the three-year cap on county-provider Performance Agreement renewals. This renewal agreement will continue a program in which children placed by COUNTY at the Boys Republic Chino-Pomona Program will receive the services described in Section IV ("Service Provisions") of this Agreement, in exchange for payments to Boys Republic at the adjusted rate specified in Section III ("Rate Provisions") herein. This Agreement applies to each "Covered Child" as defined below, placed by COUNTY in the Boys Republic Chino-Pomona Program during the effective period of this Agreement.
  1. A Covered Child is a ward of the Orange County Juvenile Court who, beginning with the effective date of this Agreement, is in placement or is subsequently placed by the COUNTY in the Boys Republic Chino-Pomona Program under the primary supervision of the Orange County Probation Department.
- C. The parties acknowledge that an additional purpose of this program is to provide services that enhance the ability of children to remain in the least restrictive, most family-like setting possible, and promote services that address the needs and strengths of individual children and their families. The program includes a foster care payment plan which provides more adequate support for the costs of care as incurred by Boys Republic for children placed in the Boys Republic Chino-Pomona Program. Current California regulations establishing rates for group homes were not designed to support many of the costs incurred by large programs for probation-supervised youth. Moreover, current rate regulations provide insufficient support for the Boys Republic staffing structure, which relies heavily on training, tenure, and experience of staff in a specialized "accountability model" of care for adolescent juvenile offenders. One objective of this program is to demonstrate the prospective benefits of a more flexible rate structure in relation to the performance outcomes achieved by the program. Under this Agreement, the parties will track the performance of children placed in the Boys Republic Chino-Pomona Program under the adjusted rate, using specific performance outcome



measures described below and in Attachment A (Performance Outcome Measures), attached hereto and incorporated herein by reference. In order to comply with the reporting requirements of this Agreement, the results of the project as set forth in Paragraph V.B.2 below will be assimilated into annual performance Results Reports to be complied by Boys Republic and submitted to CDSS on an annual schedule that is determined by agreement between Boys Republic and CDSS while also being consistent with the data monitoring schedule of COUNTY under this Agreement.

### III. RATE PROVISIONS

- A. As consideration for the service provided by Boys Republic under this Agreement, COUNTY shall pay, for each Covered Child, the statutory county share of the foster care rate identified as the Rate Classification Level (RCL) 10 standard group home rate in Section 11462 (f) of the California Welfare and Institutions Code. For Fiscal Year 2012-13, this RCL standard rate is \$7,203 per child per month. The adjusted rate payable to Boys Republic under this Agreement shall remain subject to all statutory and regulatory reporting accounting, inspection, licensing, audit and other applicable group home regulations of the CDSS, including any modifications or waivers of regulations by the CDSS that may pertain specifically to this Agreement.
- B. The adjusted county rate shall apply to each Covered Child on the following schedule:
1. For children who are already in placement at the Boys Republic Chino-Pomona Program on the date this Agreement becomes effective, the new monthly rate shall apply from the effective date of this Agreement, until: (a) the date of termination of the child's placement in the program; or (b) the expiration of this Agreement, whichever comes first.
  2. For children who are placed at the Boys Republic Chino-Pomona Program after the effective date of this Agreement, the new monthly rate shall apply from the date of the child's placement, until: (a) the date of termination of the child's placement in the program; or (b) the expiration of this Agreement, whichever comes first.

### IV. SERVICE PROVISIONS

Under this Agreement, Boys Republic will provide each Covered Child placed by COUNTY in the Boys Republic Chino-Pomona Program with core and collateral services as described below:

A. Core Services shall include:

- Residential board and care;
- Individual testing and assessment for a range of personal, family, educational, vocational, and developmental needs, including needs related to the successful reintegration of adolescent offenders into the community;
- Full-time education in an accredited, on-grounds school operated by the Chino School District, including access to specialized tutoring and to reading and drama programs at the on-grounds library and the on-grounds theatre;
- Vocational counseling and training in one or more Chino-Pomona vocational programs, including Regional Occupational Program (ROP)-certified programs in masonry, landscaping, cabinetmaking, warehouse distribution, print shop, welding, farming, cattle-raising, and television production;
- Recreational, athletic and fitness activities, including intramural team sports, facilitated by on-grounds facilities including full gymnasium, varsity baseball/football/soccer fields, all-weather track, Olympic swimming pool, volleyball courts, tennis courts, and a multi use-activity center;
- Religious services and activities facilitated by the on-grounds chapel;
- Professional medical, dental, and nutritional care;

- Group, family, and multi-family counseling;
  - Substance abuse education and counseling;
  - Psychological and psychiatric care based on individually assessed need; and
  - Participation in the Boys Republic self-government program, a signature program in which youth exercise their rights to assemble, run for office, elect representatives, deliberate on issues, and participate in other aspects of the democratic process.
- B. Collateral Services: For children who successfully complete the Boys Republic Chino-Pomona Program, the following collateral services will be provided:
- Aftercare services including individual aftercare planning and post-placement assistance with housing, educational, vocational, and financial needs;
  - Family reunification services based on assessment of individual reunification prospects and needs;
  - Evaluation of need and eligibility for admission to on-site graduate programs of Independent Living and Transitional Housing;
  - Evaluation of need and eligibility for step-down into a Boys Republic Intensive Day Treatment Program;
  - Stipends for academic and vocational scholarships based on individual assessment of need and of the financial resources of Boys Republic; and
  - Tracking for one year post-placement to assess the status of the child and to assess performance in relation to the outcome measures described below and in Attachment A of this Agreement.

## V. MONITORING AND REPORTING

### A. Monitoring

A statutory requirement of the Performance Agreement is that COUNTY must monitor the Agreement according to specific performance outcome measures. The parties have agreed on performance outcome measures, which have also been approved by CDSS. The outcome measures fall into six specific performance areas (A through F), including: Program Completion Outcome, Education Outcome, and Community Transition Outcome, Youth Satisfaction Outcome, Placement Stability Outcome, and Public Safety Outcome. These outcome measures are appended to this Agreement as Attachment A, incorporated herein by reference. The performance of each Covered Child who successfully completes the Boys Republic Chino-Pomona Program will be tracked in relation to each listed performance outcome measure for twelve (12) months following program completion. The monitoring process will include the following specific tasks and responsibilities:

1. Data Collection: Data collection responsibility shall be as follows:

Boys Republic shall collect all individual data on performance outcome measures A through D below:

- A. Program Completion Outcome;
- B. Education Outcome;
- C. Community Transition Outcome; and
- D. Youth Satisfaction Outcome.

COUNTY shall collect all individual data on performance outcomes measure, E through F below:

- E. Placement Stability Outcome; and
- F. Public Safety Outcome.

With regard to Measures E (Placement Stability) and F (Public Safety Outcome), the parties have made their best efforts to identify performance outcome measures that are



compatible with COUNTY juvenile justice data collections and management systems and capacities. Nevertheless, COUNTY shall not be responsible for, or be required to collect any individual data which cannot be accessed or ascertained on COUNTY'S own juvenile justice Management Information System (MIS) or data management system. COUNTY shall be exempted from any responsibility to identify or collect follow-up data for any juvenile justice or child welfare event that may occur in another county and that is not recorded on COUNTY'S own data system.

2. Tracking Schedule

Boys Republic shall provide COUNTY with notification of the name and program completion date of each Covered Child who successfully completes the program and is scheduled for monitoring under this Agreement. Boys Republic shall track twelve (12)-month follow-up performance for each Covered Child on Measures A through D, using its own records and resources. COUNTY shall track the performance of each Covered Child who completes the program, for Measures E through F, for an individual twelve (12)-month post-completion follow-up period, on a recommended schedule of checking and logging the child's performance outcomes once per quarter until the individual's monitoring period is exhausted.

3. Tracking Timelines

Since under SB1319, each waiver renewal period is limited to three years, the parties shall not be responsible for monitoring activities beyond the three-year anniversary of the effective date of this Agreement. This means that some monitoring data may not be collected, unless done so on a voluntary basis, for a Covered Child whose twelve (12)-month post-completion follow-up period is still active upon the end of this Agreement. Prior to the end of this Agreement, the parties shall consult one another to decide whether continued data collection, to capture case information on each child who completes the program within the performance period, is to be continued on a voluntary basis.

4. Data Transmission and Maintenance

Performance outcome data collected by Boys Republic shall be retained by Boys Republic and shall be provided to COUNTY upon COUNTY'S request. Performance outcome data collected by COUNTY shall be transmitted to Boys Republic in a timely manner, based on the monitoring schedule of COUNTY, for inclusion in annual Results Reports to CDSS as described in Paragraph V.B. ("Reports") below. The format for collection and transmission of performance outcome data shall be determined by agreement of the parties.

B. Reports

1. Interim Reports

Under the terms of the waiver renewal as governed by SB 1319 and per the instructions of CDSS, the performance outcome data collected by Boys Republic and by COUNTY shall be compiled by Boys Republic into annual project performance Results Reports to be transmitted to CDSS on an annual schedule that is determined by agreement between Boys Republic and CDSS while also being consistent with COUNTY's data monitoring and collection schedule under this Agreement. The Results Reports to be submitted by Boys Republic to CDSS will include performance outcome data from Orange County and from the other counties that are participating in the Boys Republic probation placement waiver program.

2. Other Project Reports

It is understood by and between the parties to this Agreement that, under the terms of SB 1319 and consistent with the most recent waiver compliance instructions of CDSS, there is no requirement that an additional independent evaluation of the waiver be submitted during or following the renewal period of this Agreement, nor shall COUNTY have any obligation with regard to the production or submission of any such an additional independent evaluation, notwithstanding COUNTY's independent obligation to collect and transmit youth performance data as provided elsewhere in this Agreement. Furthermore, it is understood by and between the parties that COUNTY has already met its obligations with regard to the statutory requirement that a final report be submitted to CDSS six months prior to the end of an initial waiver period on the "details of the agreement, the results achieved during its operation and the application of the approach to a wider population" (WIC Sections 18987.61 (e) and (f) and 18987.62 (f)) and that this final report requirement does not apply to a renewal period authorized by CDSS under the terms of SB 1319. In lieu of the final report requirement applicable to initial waivers, CDSS is to be furnished with annual Results Reports as described in Paragraph V.B.1. above, and COUNTY's reporting requirements under this Agreement are limited accordingly.

## **VI. IMPLEMENTATION AND TERM**

Boys Republic and the County agree that implementation of this Agreement is contingent upon approval of a waiver extension pursuant to Welfare and Institutions Code Section 18987.62, subdivision (f) by the director of CDSS. If such approval is given, this Agreement shall remain in effect for a period of three (3) years, effective April 2, 2013 through April 1, 2016.

## **VII. TERMINATION**

A. This Agreement may be terminated by either party by providing written notice of termination, stating the reason for termination and a termination date that is not less than ninety (90) days after the date of actual receipt of the termination notice.

B. Contingency of Funds:

The obligations of COUNTY under this Agreement are contingent upon the availability of Federal and/or State funds, as applicable, for the reimbursement of Boys Republic's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Agreement remains in effect or operation. In the event that such funding is terminated or reduced, COUNTY may immediately terminate this Agreement, reduce COUNTY'S maximum obligation, or modify this Agreement, without penalty. The decision of COUNTY shall be abiding on Boys Republic. COUNTY shall provide Boys Republic with written notification of such determination. Boys Republic shall immediately comply with COUNTY'S decision.

## **VIII. CONFIDENTIALITY**

A. Boys Republic agrees to maintain the confidentiality of its records pursuant to Welfare and Institutions Code Sections 827 and 10850-10853, the CDSS 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.

All records and information concerning any and all children referred to Boys Republic by COUNTY shall be considered and kept confidential by Boys Republic, its staff, agents, employees and volunteers. Boys Republic shall require all of its employees, agents, subcontractors and volunteer



staff who may provide services for Boys Republic under this Agreement, to sign an agreement with Boys Republic before commencing the provision of any such services, to maintain the confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all children referred to Boys Republic by COUNTY, except as may be required to provide services under this Agreement or to those specified in this Agreement as having the capacity to audit Boys Republic, and as to the latter, only during such audit. Boys Republic shall comply with any audits required under this Agreement, provide reports and any other information required by COUNTY in the administration of this Agreement, and as otherwise permitted by law.

- B. Boys Republic shall inform all of its employees, agents, subcontractors, volunteers and partners of this provision and that any person knowingly and intentionally violating the provisions of State law may be guilty of a crime.
- C. Boys Republic agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Agreement.
- D. Boys Republic must receive prior written approval of the Orange County Juvenile Court before allowing any child to be interviewed or photographed by any publication or to appear on any radio or television shows or make any other public appearance. Such approval shall be requested through the child's probation officer.
- E. All materials prepared for, and/or relating to actions taken by the Orange County Juvenile Court and furnished by COUNTY to Boys Republic shall require prior written approval of the Orange County Juvenile Court for release.
- F. Boys Republic agrees to maintain the confidentiality of its records with respect to any Orange County Juvenile Court placement, in accordance with Exhibit B entitled "Orange County Superior Court Policy: Juvenile Court Exchange of Information, Confidentiality and Media Policy dated September 23, 2010" attached and hereby incorporated by reference, as it now exists or may hereafter be amended.

## **IX. INDEMNIFICATION AND INSURANCE**

- A. Boys Republic 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 of 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 Boys Republic pursuant to this Agreement. If judgment is entered against Boys Republic and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, Boys Republic and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- B. Without limiting Boys Republic's liability for indemnification, during the term of this Agreement, Boys Republic agrees to purchase all required insurance at its expense, and to deposit with the COUNTY certificates of insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Agreement have been complied with, and to keep such insurance coverage and the certificates therefor on deposit with the COUNTY during the entire term of this Agreement.



- C. Boys Republic shall ensure that all subcontractors performing work on behalf of Boys Republic pursuant to this Agreement shall be covered under Boys Republic's insurance as an additional insured, or maintain insurance subject to the terms and conditions as set forth herein for Boys Republic. Boys Republic shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from Boys Republic under this Agreement. It is the obligation of Boys Republic 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 Boys Republic through the entirety of this Agreement for inspection by COUNTY representative(s) at any reasonable time.
- D. All insurance policies required by this Agreement shall declare any deductible or self-insured retention (SIR) 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. Boys Republic shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.
- E. If Boys Republic fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, the COUNTY may terminate this Agreement.
- F. The policy or policies of insurance must be issued by an insurer licensed to do business in the State of California (California Admitted Carrier). If the insurer is not licensed to do business in the State of California, COUNTY retains the right to approve or reject the insurer after a review of the insurer's performance and financial rating by the County Executive Office (CEO)/Office of Risk Management.
- G. The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of "A –" (Secure Best's Rating) and a minimum financial rating of "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.
- H. The policy or policies of insurance maintained by Boys Republic shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>	
	<u>Per Occurrence</u>	<u>Annual Aggregate</u>
Commercial General Liability with broad form property damage and contractual liability	\$1,000,000	\$2,000,000
Automobile Liability (4 passengers or less, not including the driver) covering all owned non-owned and hired vehicles	\$1,000,000	\$1,000,000
Passenger vans (7 passengers or less, not including the driver)	\$2,000,000	\$3,000,000
Passenger vans (8 or more passengers, Not including the driver)	\$5,000,000	\$5,000,000
Workers' Compensation	Statutory	Statutory
Employer's Liability Insurance	\$1,000,000	\$1,000,000

Sexual Misconduct	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$1,000,000

- I. All liability insurance, except Professional Liability, required by this Agreement shall be at least \$1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be \$2,000,000.
- J. The COUNTY shall be added as an additional insured on all insurance policies required by this Agreement with respect to services provided by Boys Republic under the terms of this Agreement (except Workers' Compensation/Employer's Liability and Professional Liability). An additional insured endorsement evidencing that the COUNTY is an additional insured shall accompany the Certificate of Insurance.
- K. All insurance policies required by this Agreement shall be primary insurance, and any insurance maintained by the COUNTY shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that Boys Republic's insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.
- L. All insurance policies required by this Agreement shall give the COUNTY thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT ~~BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENT OR REPRESENTATIVE.~~

- M. All insurance policies required by this Agreement shall waive all rights of subrogation against the COUNTY and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.
- N. If Boys Republic's Professional Liability policy is a "claims made" policy, Boys Republic shall agree to maintain professional liability coverage for two (2) years following completion of this Agreement.
- O. The Commercial General Liability policy shall contain a severability of interests clause.
- P. Boys Republic is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provisions of that code. Boys Republic will comply with such provisions and shall furnish the COUNTY satisfactory evidence that Boys Republic has secured, for the period of this Agreement, statutory Workers' Compensation insurance and Employer's Liability insurance with minimum limits of \$1,000,000 per occurrence.
- Q. Insurance certificates should be forwarded to COUNTY's Probation Department at the address listed in Section XV of this Agreement, attention to the Contract Services Manager. Services provided by Boys Republic may not commence until Boys Republic provides the insurance certificates and endorsements to COUNTY's Probation Department.



- R. COUNTY expressly retains the right to require Boys Republic to increase or decrease insurance of any of the above insurance types throughout the term of this Agreement. Any increase or decrease in insurance will be as deemed by the County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- S. COUNTY shall notify Boys Republic in writing of changes in the insurance requirements. If Boys Republic 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 Agreement may be in breach without further notice to Boys Republic, and COUNTY shall be entitled to all legal remedies.
- T. The procuring of such required policy or policies of insurance shall not be construed to limit Boys Republic's liability hereunder nor to fulfill the indemnification provisions and requirements of this Agreement.
- U. The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of commercial insurance certificates and endorsements.

#### **X. EMPLOYMENT ELIGIBILITY VERIFICATION**

Boys Republic 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 Agreement meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Boys Republic 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. Boys Republic shall retain all such documentation for all covered employees for the period prescribed by the law. Boys Republic 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 Boys Republic 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 Agreement.

#### **XI. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

In order to comply with child support enforcement requirements of the COUNTY, Boys Republic agrees to furnish to COUNTY within thirty (30) days of the effective date of this Agreement:

- (a) In the case of an individual contractor, his/her name, date of birth, Social Security number and residence address;
- (b) In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- (c) A certification that Boys Republic has fully complied with all applicable Federal and State reporting requirement regarding its employees; and
- (d) A completed County of Orange Child Support Enforcement Certificate form, Exhibit C attached and incorporated by reference, certifying that Boys Republic has fully complied with all lawfully



served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.

Failure of Boys Republic to timely submit the data and/or certifications required or to comply with all federal, state and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Agreement. Failure to cure such breach within sixty (60) calendar days of notice from the COUNTY shall constitute grounds for termination of this Agreement.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders, and for no other purpose.

## **XII. EQUAL EMPLOYMENT OPPORTUNITY**

Boys Republic shall comply with U.S. Executive Order 11426 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. Boys Republic 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 (including HIV and AIDS) or mental condition.

Regarding handicapped persons, Boys Republic shall 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. Boys Republic 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. Boys Republic agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

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

## **XIII. MODIFICATIONS**

This Agreement, including Attachment A incorporated herein by reference, fully expresses all understandings of the parties, and is the total agreement between the parties as to the subject matter of the Agreement. No addition to, or alteration of, the terms of this Agreement, whether written or verbal, by the parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by both parties.

## **XIV. 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



## XV. NOTICES

IN WITNESS WHEREOF, the parties hereby certify that they have read and understand all the terms and conditions contained herein and have hereby caused this Agreement to be executed in the County of Orange, California.

BOYS REPUBLIC\*

BY: 

TITLE: EXECUTIVE DIRECTOR.

DATED: 12/12/12

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATED: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_

Chair of the Board of Supervisors  
Orange County, California

DATED: \_\_\_\_\_

SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIR OF THE BOARD PER G.C. SEC. 25103,  
RESO 79-1535

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors  
Orange County, California

DATED: \_\_\_\_\_

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA

BY:   
Deputy

DATED: 12-13-2012

\*Vendors that are corporations, signature requirements are as follows:

- 1) One signature by the Chairman of the Board, the President or any Vice President; and
- 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

\*Vendors that are not corporations, the person who has authority to bind the Vendor to a contract must sign on one of the lines above.



# **EXHIBIT A**

## **PERFORMANCE OUTCOME MEASURES**

**EXHIBIT A**  
**TO PERFORMANCE AGREEMENT**  
**BETWEEN COUNTY OF ORANGE**  
**AND BOYS REPUBLIC**  
**FOR CHILDREN'S SERVICES PROGRAM DEVELOPMENT**  
**FOR PROBATION-SUPERVISED YOUTH PLACED**  
**AT THE BOYS REPUBLIC CHINO-POMONA PROGRAM:**  
**WIC SEC. 18987.61 AND 18987.62 RATE WAIVER DEMONSTRATION PROGRAM**

**PERFORMANCE OUTCOME MEASURES**

The parties agree that the following Performance Outcome measures will apply as indicated to the Performance Agreement between Boys Republic and COUNTY for specialized foster care services under a regulation waiver and rate plan approved by the California Department of Social Services, per the Department's authority under Welfare and Institutions Code Sections 18987.6 through 18987.62. Data on Performance Outcome Measures A through D will be collected by Boys Republic, and data on Performance Outcome Measures E and F will be collected by the County, both in accordance with the provisions of the Performance Agreement between Boys Republic and COUNTY.

Performance Outcome Measures shall be stated as individual performance measures, subject to aggregation.

- A. Program Completion Outcome: Did the minor complete the Boys Republic Chino-Pomona Program? If not, why not?

Measures: Program completed (yes/no). If not:

\_\_\_\_\_ Number of weeks completed

Reason for non-completion:

\_\_\_\_\_ Absence Without Leave (AWOL)

\_\_\_\_\_ Discipline or program failure

\_\_\_\_\_ Other (\_\_\_\_\_)

- B. Education Outcome: Did the minor's educational achievement level improve as a result of the program?

Measures: Education level (credits/units completed) upon admission and education level (credits/units/graduation/GED status) upon exit from program.

- C. Community Transition Outcome: Did the minor make a successful transition to the community upon completion of the BR program?

Measures:

1. What was the minor's initial living situation upon program completion?

\_\_\_\_\_ Family or relatives \_\_\_\_\_ Independent or Transitional living program

\_\_\_\_\_ Other (\_\_\_\_\_)

2. Did the minor receive post-program services?



\_\_\_\_\_ Aftercare \_\_\_\_\_ School enrollment \_\_\_\_\_ Vocation/job assistance  
\_\_\_\_\_ Stipend \_\_\_\_\_ Other (\_\_\_\_\_)

3. Living situation at 12 months post release (From: questionnaire/interview):  
\_\_\_\_\_ on own \_\_\_\_\_ with parent/relative \_\_\_\_\_ group home \_\_\_\_\_ probation camp  
\_\_\_\_\_ state youth corrections facility \_\_\_\_\_ jail/prison \_\_\_\_\_ military service \_\_\_\_\_ other
4. Employment status at 12 months post release (From: questionnaire/interview):  
\_\_\_\_\_ Employed currently (Y/N) \_\_\_\_\_ Employed within last 6 months (Y/N)
5. Education status at 12 months post release (From: questionnaire/interview):  
\_\_\_\_\_ enrolled in school \_\_\_\_\_ GED or completed high school \_\_\_\_\_ attending college  
\_\_\_\_\_ not enrolled and not completed high school

- D. Youth Satisfaction Measures: Did the youth view the Boys Republic experience as a positive one? (Measures under review and to-be-determined. Data would be collected by Boys Republic based on youth or family interviews).
- E. Placement Stability Outcome: Did the Boys Republic Chino-Pomona Program contribute to placement stability for the minor?

Measures:

1. Number of OH placements prior to placement at Boys Republic \_\_\_\_\_:  
Total Group home placements \_\_\_\_\_ (Highest RCL level was \_\_\_\_\_)  
Total commitments to probation ranch or camp \_\_\_\_\_  
Prior CYA commitment? (Y/N)
2. Number of OH placement or new commitments within 12 months of completing the Boys Republic Chino-Pomona Program (to be collected only for those who complete the Chino-Pomona Program), in:  
\_\_\_\_\_ Group home \_\_\_\_\_ (highest RCL level)  
\_\_\_\_\_ County ranch/camp  
\_\_\_\_\_ Division of Juvenile Justice \_\_\_\_\_ adult jail in prison

Note: with regard to this outcome measure a participating county will collect/report only such follow-up data as may be available on that county's data systems.

- F. Public Safety Outcome: Did the minor have subsequent sustained petitions (adjudications) or adult convictions within 12 months of completion of the Boys Republic Chino-Pomona Program?

Measures:

1. Number of juvenile adjudications within 12 months of completion for  
\_\_\_\_\_ felony \_\_\_\_\_ misdemeanor
2. Number of adult convictions within 12 months of program completion for:  
\_\_\_\_\_ felony \_\_\_\_\_ misdemeanor

Note: with regard to this outcome measure a participating county will collect/report only such follow up recidivism data as may be available on that county's data systems.

# **EXHIBIT B**

## **ORANGE COUNTY SUPERIOR COURT POLICY: JUVENILE COURT EXCHANGE OF INFORMATION, CONFIDENTIALITY AND MEDIA POLICY**

**DATED SEPTEMBER 23, 2010**



## **ORANGE COUNTY SUPERIOR COURT POLICY**

**TITLE:**           **Juvenile Court Exchange of Information,  
Confidentiality and Media Policy**

**POLICY:**        Except as otherwise provided by law, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at juvenile court proceedings and media coverage of juvenile court matters shall be governed by this policy.

**PURPOSE:**     The purpose of this policy is to establish the guidelines and requirements for exchange of juvenile court information.

### **PROCEDURE:**

#### **I. Juvenile Case Files:**

All juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process.

A. Inspect and Copy. Juvenile case files may be inspected and copied without a court order by the person's or agencies listed in Welfare and Institutions Code Section 827(a) (1) (A)-(I), California Rule of Court 5.552(b) (1) (A) - (J), and Orange County Miscellaneous Orders 5.431, 528.5, and 528.6.

B. Inspect Only. Juvenile case files may be inspected without a court order by the person's or entities listed in Welfare and Institutions Code Section 827 (a) (1) (K) - (O), and California Rule of Court 5.552(b) (2) (A) & (B).

C. The following agencies may also obtain juvenile records under appropriate circumstances.

##### **1. Law Enforcement Agencies:**

Information may be furnished to any law enforcement agency. This includes the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed.

Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

2. California Department of Justice:

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

3. Other Federal, State or Local Departments or Agencies:

The Probation Officer or any department of the Juvenile Court is authorized to furnish information to any governmental agency making an official request as needed for implementation of statutes or regulations which require juvenile record information. Requests from agencies for which authorization is in doubt shall be referred to Juvenile Court Administration.

4. Federal Bureau of Investigation:

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

5. California Department of Motor Vehicles:

Information may be furnished to the Department of Motor Vehicles as provided by statute.

6. Military Recruiters:

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Victims and Other Parties

- D. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections A through C above must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records Without Court Order. The form may be filed in the Juvenile Court Clerk's Office at:



Lamoreaux Justice Center  
341 The City Drive  
Orange, CA 92663

**E. Welfare and Institutions Code Section 827 Petitions:**

Persons not authorized under sections A through C above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy Juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 - 574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at The Juvenile Court Clerk's Office:

Lamoreaux Justice Center  
341 The City Drive  
Orange, CA 92663

**II. Juvenile Court Proceedings**

Dependency Proceedings as governed by Welfare and Institutions Code Section 300, et seq. and Delinquency Proceedings as governed by Welfare and Institutions Code Section 600, et seq. provide that the public shall not be admitted to Juvenile Court hearings. Such hearings are characterized as confidential, not secret. [Brian W. v. Superior Court of Los Angeles County, 20 Cal. 3d. 618(1978)]

**A. Persons Entitled to be Present:**

The following persons are entitled by statute to be present at a Juvenile Court proceeding:

1. The minor who is the subject of the hearing
2. All parents, de facto parents who have standing, and guardians of the minor, or, if there is no parent or guardian residing within the state, or if their place of residence is not known, any adult relative residing within the county, or if there is none, the adult relative residing nearest the court.
3. Any counsel representing the minor or the parent, de facto parent, guardian, or adult relative
4. The probation officer or social worker as the case may be, except where waived by that person, the court, and the minor

5. The district attorney in Welfare and Institutions Code §602 proceedings
6. The district attorney in Welfare and Institutions Code §§300 and 601 proceedings, as provided in Welfare and Institutions Code §§317 and 351
7. The county counsel, when representing SSA, or SSA and the interests of the minor in Welfare and Institutions Code §300 proceedings.
8. The court clerk
9. The official court reporter
10. The bailiff
11. The public in those Welfare and Institutions §602 proceedings listed in Welfare and Institutions Code §676.
12. Victims, as defined pursuant to Welfare and Institutions Code §676.5
13. Persons providing statements pursuant to Welfare and Institutions Code §656.2.

**B. Request by Minor and Parent to Admit Public:**

Welfare and Institutions Code §§346 and 676 give the minor and any parent or guardian present at the hearing the right to request that the public be admitted to the hearing. If the minor and his/her parent or guardian request that the Court admit persons to the hearing, the Judge, Commissioner, or Referee should honor such request so long as those admitted observe proper courtroom decorum and their presence does not adversely affect the proper conduct of the hearing or courtroom security. WIC §§346 and 676 do not preclude the Court from excluding witnesses, either upon motion of a party or the Court's own motion.

**C. Guidelines Regarding Admission to Juvenile Court Hearings:**

1. Welfare and Institutions Code §§346 and 676 state that the Judge, Commissioner or Referee may admit such persons to Juvenile Court proceedings as the Court deems to have a direct and legitimate interest in the particular case or the work of the Court. Persons who might be admitted include representatives of the press, relatives or close friends of the minor, victims, law enforcement personnel, CASA, students and members of community groups interested in studying Juvenile Court proceedings.



2. The following guidelines should be followed by Judges, Commissioners, and Referees in making decisions concerning the admittance of persons to Juvenile Court hearings:
  - a. Persons Conducting Research: The Court will attempt to accommodate persons conducting research in the area of juvenile justice by permitting them to attend appropriate Juvenile Court hearings. Approval should first be obtained from Juvenile Court Administration. No person conducting any form of research may interview a minor without the express written authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.
  - b. Students: The Court will attempt to accommodate students from recognized colleges. Such visits must be arranged through Juvenile Court Administration. Groups should be limited to ten persons. (There should be minor/attorney consent.)
  - c. Public or Private Agencies: Agencies directly involved in the juvenile justice system may send employees to observe court proceedings. Arrangements for these visits are to be made through Juvenile Court Administration.

### III. Media Policy

Unless otherwise ordered by the court, these policies apply to print and broadcast coverage of both delinquency and dependency matters, whether taking place in or outside of the courtroom.

- A. Dependency: Permission to attend the court proceedings is at the discretion of the bench officer presiding over the matter. A written request seeking permission to attend confidential proceedings must be filed.
- B. Delinquency: Delinquency proceedings described in Welfare and Institutions Code, section 678(a), are open to the public. Print and broadcast media representatives may attend those proceedings without prior permission of the court. No cameras or recording equipment shall be permitted in the courtroom without prior court order. In all other delinquency cases, permission to attend the court proceedings is at the discretion of the bench officer presiding over the matter.

**C. Cellular, digital or other portable telephone with camera or other recording capabilities**

All portable telephones shall be turned off prior to entering a courtroom. Display of any cellular, digital or other portable telephone in the courtroom at any time may result in the immediate seizure of the device by the Orange County Sheriff's Department or other security personnel. Offenders may be removed from the courthouse and/or subject to contempt of court with appropriate fines and sanctions

**D. Use of Cameras and Recording Equipment:**

1. **Dependency:** Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.
2. **Delinquency:** Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.
  - a. **Delinquency Proceedings Described in Welfare and Institutions Code section 676(a):** Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2<sup>nd</sup> floor) in person or by fax (657-822-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.
  - b. **Recorded View of Minor:** When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.



**E. Identification, Check-in and Waiting Area**

1. **Identification:** All members of the print and broadcast media must display visible identification at all times while inside Lamoreaux Justice Center
2. **Check-in:** Upon arrival at Juvenile Court, all members of the media shall inform Juvenile Court receptionist (located on the 2<sup>nd</sup> floor) of their presence. The receptionist shall inform the appropriate courtroom personnel of the names of the media representatives present so that their attendance can be assured when the case is called.
3. **Waiting Area:** Cameras and other recording equipment shall be used as directed by court security. Such equipment may not be stored or displayed in the lobby area where minors are present.

**F. Locations for Interview, Recording, Photography or Video Recording**

1. **Inside:**
  - a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.
  - b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.
  - c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.
2. **Outside:**
  - a. Without order of the court, interviews and video and/or sound recording may take place one hundred (100) or more feet from the front doors of Lamoreaux Justice Center.
  - b. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.

- c. No photography or video recording shall take place within one hundred (100) feet of the front door of the Lamoreaux Justice Center. Photography or video recording beyond one hundred (100) feet of the front door of those buildings shall not include any view of the front door of the building or persons entering or leaving that door.
- d. No photography or video recording shall take place at the security and/or booking entrance to the Juvenile Hall.

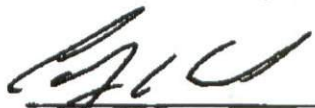
**G. Pooling**

Due to the small size of the 12 courtrooms and the limited seating available, in all cases where video recording of a delinquency case is permitted by court order for more than one broadcast media station, only a single camera shall be allowed in the courtroom. A condition of granting the order to record the courtroom session shall include a requirement that such stations arrange for a pooling and sharing of the recorded material.

**H. Photography or Audio or Video Recording of Minors in Juvenile Institutions**

Except upon order of the Juvenile Court, no photography or audio or video recording of minors in Juvenile Institutions within the jurisdiction of Orange County Juvenile Court is permitted.

It is so ordered:



Carolyn Kirkwood  
Presiding Judge of Juvenile Court

9/23/2010  
Date

**Approved: September 23, 2010**

**Revised: from 1997**

**Committee: Presiding Judge of Superior Court and Juvenile Presiding Judge**



# **EXHIBIT C**

**COUNTY OF ORANGE**  
**CHILD SUPPORT SERVICES**  
**ENFORCEMENT CERTIFICATE**

## Child Support Enforcement Certificate

"I certify that \_\_\_\_\_ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract \_\_\_\_\_ with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

\_\_\_\_\_  
*Signature\**

\_\_\_\_\_  
*Name (Please Print)*

\_\_\_\_\_  
*Title*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Company Name*

\_\_\_\_\_  
*Contract Number*

**\*Two signatures required if a corporation.**