



**AMENDMENT #1
TO
AGREEMENT
BETWEEN
THE ORANGE COUNTY DEPARTMENT OF EDUCATION
AND
THE COUNTY OF ORANGE
FOR
THE PROVISION OF COMMUNITY REENTRY EDUCATIONAL AND
VOCATIONAL SERVICES**

Contract No. MA-057-14011825

This Amendment #1, hereinafter referred to as "AMENDMENT #1", to the Agreement for Community Reentry Educational and Vocational Services, hereinafter referred to as "Contract", is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County", acting through the Orange County Probation Department, hereinafter referred to as "Probation", and the Orange County Department of Education, hereinafter referred to as "Contractor". County, Contractor and Probation may be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, on June 17, 2014, County and Contractor entered into the Contract for a term commencing on July 1, 2014 and expiring on June 30, 2017, renewable for an additional two (2)-year period; and

WHEREAS, the Parties now desire to amend the Contract to: (a) replace Exhibit 1.0, entitled "Juvenile Court Administrative Orders of the Orange County Superior Court" with the most current Juvenile Court Administrative Orders; (b) under certain conditions and with PROBATION's prior approval, adjust and allocate costs within the budgeted categories; and (c) for billing purposes under this CONTRACT, use the indirect cost rate calculated and approved annually by the California Department of Education for California's local educational agencies.

NOW THEREFORE, the PARTIES mutually agree as follows:

1. Section II.25 (ADDITIONAL TERMS AND CONDITIONS: Juvenile Record Information) shall be deleted in its entirety and replaced with the following:

"25. Juvenile Record Information: In addition to the general confidentiality provisions stated in Section I, Paragraph U ("Confidentiality") herein, OCDE specifically agrees to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as Exhibit 1.0 and incorporated herein by reference: (a) Administrative Order No. A-100-2-2013 - "Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording." dated January 21, 2014; and (b)

Administrative Order No. 12/003-903 - "Exchange of Information" dated March 29, 2012. Said Juvenile Court Administrative Orders govern the 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.

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 law 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."

2. Section IV.A (COST/COMPENSATION FOR CONTRACT SERVICES: Payment/Compensation) shall be deleted in its entirety and replaced with the following:

"A. Payment/Compensation:

1. County shall compensate Contractor in arrears for an annual total amount not to exceed two hundred and four thousand, five hundred and twenty-five dollars (\$ 204,525) for services rendered under this Contract.
 - 1.1 For the period July 1, 2014 through June 30, 2015, Contractor shall be compensated in accordance with Exhibit 2.1 entitled "Budget Effective July 1, 2014 to June 30, 2015" attached hereto and incorporated by reference.
 - 1.2 For the period July 1, 2015 through June 30, 2016, Contractor shall be compensated in accordance with Exhibit 2.2 entitled "Budget Effective July 1, 2015 to June 30, 2016" attached hereto and incorporated by reference.
 - 1.3 For the period July 1, 2016 through June 30, 2017, Contractor shall be compensated in accordance with Exhibit 2.3 entitled "Budget Effective

July 1, 2016 to June 30, 2017" attached hereto and incorporated by reference.

1.4 For the period July 1, 2017 through June 30, 2018, Contractor shall be compensated in accordance with Exhibit 2.4 entitled "Budget Effective July 1, 2017 to June 30, 2018" attached hereto and incorporated by reference.

1.5 .For the period July 1, 2018 through June 30, 2019, Contractor shall be compensated in accordance with Exhibit 2.5 "entitled Budget Effective July 1, 2018 to June 30, 2019" attached hereto and incorporated by reference.

2. Allowable Costs: The maximum amount allowable for each of the cost categories consisting of the line item totals for personnel/salaries, benefits, and operating costs may be adjusted or reallocated within the maximum annual total amount, provided that the overall program goals are not changed, and the expenditures are reasonable, appropriate and necessary to achieve program objectives. Such cost adjustments shall be made upon prior written request by Contractor and approved by Probation.

3. Indirect Charges: The United States Department of Education authorizes the California Department of Education (CDE) to establish indirect cost rates for California's local educational agencies. Contractor's indirect costs are general management costs consisting of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing and centralized data processing. The CDE annually calculates, approves, and publishes the indirect cost rate that local educational agencies, such as Contractor, should use as the basis for budgeting and claiming indirect cost reimbursements under contracts. The approved listing of indirect cost rates also indicates in what fiscal year the rates are to be used. Under this Contract, Contractor shall apply the indirect cost rate approved and published by the CDE to claim actual program expenditures.

4. Payment shall be made by County as billed by Contractor quarterly, and by submission of an itemized invoice in triplicate."

3. This AMENDMENT #1 modifies the CONTRACT only as expressly set forth above. This AMENDMENT #1 does not modify, alter or amend the CONTRACT in any other way whatsoever. Except as amended herein, all other terms and conditions of the CONTRACT remain unchanged.

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IN WITNESS WHEREOF, the PARTIES hereto have caused this AMENDMENT #2 to the CONTRACT to be executed in the County of Orange, State of California.

ORANGE COUNTY DEPARTMENT OF EDUCATION*:

By: Renee Hendrick, Associate Superintendent

Print Name and Title

Signature: 

March 27, 2017

Date

By: _____

Print Name and Title

Signature: _____

_____ Date

* Pursuant to California Corporations Code Section 313, If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.*

County: Board of Supervisors Approval ☒ Required ☐ Not Required


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

By: 

STEVEN J. SENTMAN
Chief Probation Officer

5/3/2017

Date

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By 
Deputy
Date 5/8/2017

**AMENDMENT TWO
TO CONTRACT NO. MA-057-14011825
BETWEEN
THE COUNTY OF ORANGE
AND
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
DBA ORANGE COUNTY DEPARTMENT OF EDUCATION
FOR
THE PROVISION OF COMMUNITY REENTRY EDUCATIONAL AND
VOCATIONAL SERVICES**

This AMENDMENT Two (hereinafter "Amendment") to Contract Number MA-057-14011825 is made and entered into upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California (hereinafter "County"), acting through the Orange County Probation Department (hereinafter "Probation"), and Orange County Department of Education (hereinafter "Contractor"), which are individually referred to as "Party", or collectively referred to as "Parties".

RECITALS

WHEREAS, Juvenile Justice Reforms have resulted in counties assuming responsibility for the custody and care of juvenile offenders who are no longer sent to the State for supervision pursuant to Senate Bill 81 (SB 81) effective September 1, 2007 and Assembly Bill 109 (AB 109) which became effective July 1, 2011; and

WHEREAS, the annual Youthful Offender Block Grant (YOBG) to counties supports local programs for the care and custody of offenders who previously would have been in the custody of the State; and,

WHEREAS, on March 18, 2008, the Orange County Board of Supervisors (Board) accepted YOBG funding for providing the educational and vocational components for enhanced reentry services to juvenile offenders who are serving commitments in local facilities; and

WHEREAS, Contractor has been providing YOBG-funded community reentry educational and vocational services since July 1, 2008; and

WHEREAS, on June 17, 2014, the Board approved Contract MA-057-14011825 as a Sole Source Request (No. 057-050614-JD) with the Contractor for the provision of community reentry educational and vocational services, effective July 1, 2014 through June 30, 2017 in an annual amount not to exceed \$204,525 for a cumulative contract amount of \$613,575, renewable for one additional two-year period; and

WHEREAS, on April 25, 2017, the Board approved Amendment One to Contract MA-057-14011825 to: (a) under certain conditions and with Probation's prior approval, allow Contractor to adjust and allocate costs within the budgeted categories with no increase in the annual contract amount; (b) allow the retroactive payment of an invoice for the period April 1, 2016 through June 30, 2016, totaling \$16,061.25 with no increase in the annual contract amount; and (c) allow the use of a higher State-authorized indirect cost rate for local educational agencies retroactively effective to July 1, 2016, and the use going forward of the indirect cost rate approved and published annually by the State to claim actual program expenditures.

WHEREAS, on July 1, 2017, the Parties renewed the Contract for the two-year period of July 1, 2017 through June 30, 2019 in an annual amount not to exceed of \$204,525 for a cumulative Contract amount of \$1,022,625; and

WHEREAS, the Parties desire to amend the contractor titles of Contract MA-057-14011825 to allow greater staffing flexibility while still meeting the requirements of Section III.3.4; and

WHEREAS, Contractor has agreed to continue providing services as provided in the Original Contract except as amended; and

NOW, THEREFORE, in consideration of the mutual obligations contained herein, County and Contractor do mutually agree to the amendment of the Contract as set forth herein:

ARTICLES

1. Where Reentry and Case Manager, and Transition Case Manager title is listed in Contract MA-057-14011825, they are deleted in its entirety and replaced with the following:

- a. Reentry Case Manager or Equivalent
- b. Transition Case Manager or Equivalent

2. Section IV.A. ("Payment/Compensation") of the Contract shall be amended in part to reflect the following:

- "1. County shall compensate Contractor in arrears for an annual total amount not to exceed two hundred and four thousand, five hundred and twenty-five dollars (\$204,525) for services rendered under this Contract as referenced in the budget table in Paragraph 1.1.

1.1

FTE	Personnel	FY 2017-18				FY 2018-19			
		Salary	Benefits	Indirect Rate	Supplies/Mileage	Salary	Benefits	Indirect Rate	Supplies/Mileage
1.0	Re-entry Case Manager or Equivalent	Up to \$67,488 per annum (\$5,624 per month)	Up to \$38,886 per annum	Up to \$9,925 per annum	Up to \$3,800	Up to \$62,256 per annum (\$5,188 per month)	Up to \$43,158 per annum	Up to \$9,908 per annum	Up to \$3,800
1.0	Transition Case Manager or Equivalent	Up to \$56,520 per annum (\$4,710 per month)	Up to \$20,701 per annum	Up to \$7,205 per annum		Up to \$55,080 per annum (\$4,590 per month)	Up to \$22,985 per annum	Up to \$7,338 per annum	
	Total Operating Budget	\$ 124,008.00	\$ 59,587.00	\$ 17,130.00	\$ 3,800.00	\$ 117,336.00	\$ 66,143.00	\$ 17,246.00	\$ 3,800.00

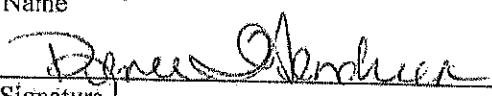
3. This Amendment modifies the Contract only as expressly set forth above. This Amendment does not modify, alter or amend the Contract in any other way whatsoever. Except as amended herein, all other terms and conditions of the Contract remain unchanged.

SIGNATURE PAGE

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

ORANGE COUNTY SUPERINTENDENT OF SCHOOLS*

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.*

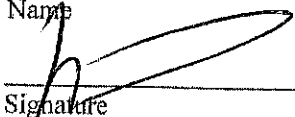
Renee Hendrick	Associate Superintendent
Name	Title
	August 16, 2018
Signature	Dated

**The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief of Financial Officer; 4) Assistant Treasurer.*

_____ Name	_____ Title
_____ Signature	_____ Dated

County of Orange

A political subdivision of the State of California

Steven J. Sentman	Chief Probation Officer
Name	Title
	8/16/2018
Signature	Dated



**AGREEMENT
BETWEEN
ORANGE COUNTY DEPARTMENT OF EDUCATION –
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
AND
COUNTY OF ORANGE
FOR
THE PROVISION OF COMMUNITY REENTRY EDUCATIONAL AND
VOCATIONAL SERVICES**

Contract No. MA-057-14011825

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Attachment A: County of Orange Child Support Enforcement Certification Requirements

Exhibit 1.0: Juvenile Court Administrative Orders of the Orange County Superior Court:
Administrative Order No. 12/003-903 – “Exchange of Information” dated March 29, 2012
Administrative Order: A-100-2-2013 – “Juvenile Court Proceedings: Media and Public
Access; Confidentiality; Photography/Audio/Video Recording, dated January 21, 2014

Exhibit 2.0: Budgets

**AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
THE ORANGE COUNTY DEPARTMENT OF EDUCATION –
ORANGE COUNTY SUPERINTENDENT OF SCHOOLS
FOR
THE PROVISION OF COMMUNITY REENTRY EDUCATIONAL AND VOCATIONAL SERVICES**

This Agreement, (hereinafter referred to as "Contract"), entered into this 1st day of July, 2017, the date enumerated for the purposes of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as "County," acting through the Orange County Probation Department, hereinafter referred to as "Probation," and the Orange County Superintendent of Schools, acting through the Orange County Department of Education, hereinafter referred to as "Contractor,". County and Contractor may be referred to individually as "Party" or collectively as "Parties."

RECITALS

WHEREAS, Juvenile Justice Reforms have resulted in counties assuming responsibility for the custody and care of juvenile offenders who are no longer sent to the State for supervision pursuant to Senate Bill 81 (SB 81) effective September 1, 2007 and Assembly Bill 109 (AB 109) which became effective July 1, 2011; and

WHEREAS, the annual Youthful Offender Block Grant (YOBG) to counties supports local programs for the care and custody of offenders who previously would have been in the custody of the State; and,

WHEREAS, on March 18, 2008, the Orange County Board of Supervisors (Board) accepted YOBG funding for providing the educational and vocational components for enhanced reentry services to juvenile wards and youthful offenders who are serving commitments in local facilities; and

WHEREAS, Contractor has been providing YOBG-funded Community Reentry Educational and Vocational services since July 1, 2008; and

WHEREAS, on June 17, 2014, the Board approved an agreement with the Contractor for the provision of community reentry educational and vocational services, effective July 1, 2014 through June 30, 2017, renewable for one additional two-year period; and

WHEREAS, on April 25, 2017, the Board approved Amendment #1 to: (a) under certain conditions and with Probation's prior approval, allow Contractor to adjust and allocate costs within the budgeted categories with no increase in the annual contract amount; (b) allow the retroactive payment of an invoice for the period April 1, 2016 through June 30, 2016, totaling \$16,061.25 with no increase in the annual contract amount; and (c) allow the use of a higher State-authorized indirect cost rate for local educational agencies retroactively effective to July 1, 2016, and the use going forward of the indirect cost rate approved and published annually by the State to claim actual program expenditures.

WHEREAS, the Parties wish to renew the Contract for the two-year period of July 1, 2017 through June 30, 2019.

NOW, THEREFORE, the Parties mutually agree as follows:

I. GENERAL TERMS AND CONDITIONS

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract and its Attachment which has been incorporated, when accepted by the Superintendent either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the Parties with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of equipment, shall not be valid or binding on County unless accepted in writing by the County's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **This article is intentionally left blank.**
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments, nor deprive it of the right to return goods already accepted, at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by County.
- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of County; and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the goods/services covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its Indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. Patent/Copyright Materials/Proprietary Infringement: Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through Services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. Assignment or Sub-contracting: No performance of this Contract or any portion thereof may be subcontracted by Contractor without the express written consent of County. Any attempt by Contractor to subcontract any performance of the terms of this Contract without the express written consent of County shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

In the event that County should consent to subcontracting, each and all of the provisions for this Contract and any amendment thereto shall extend to and be binding upon and inure to the benefit of the successors or administrators of the respective Parties. Whenever Contractor is authorized to subcontract, the terms of this Contract shall prevail over those of any such subcontract.

In the event Contractor is allowed to subcontract, the County shall look to Contractor for the results of its sub-tier. Contractor agrees to be responsible for all the subcontractor's acts and omissions to the same extent as if the subcontractors were employees of Contractor. No subcontracts shall alter in any way any legal responsibility of Contractor to the County.

In the event that County should consent to subcontracting, Contractor shall include in all subcontracts the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Orange. All representations and warranties shall inure to the benefit of the County of Orange."

J. Non-Discrimination: In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of anti-discrimination law or regulation including but not limited to Section 1720 et seq. of the California Labor Code.

K. Termination: In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, or any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.

The agency/department assigned Deputy Purchasing Agent shall terminate the Contract by delivering to the Contractor a written notice of termination specifying the extent of the termination and the effective date thereof. Upon termination of the Contract with Contractor, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

Notwithstanding the County's right to terminate this Contract without penalty immediately if Contractor is in default of any of its obligations under this Contract, County may permit Contractor to cure a default by providing written notice to Contractor that Contractor is in default

and is required to commence curing the default within ten (10) days after receipt of the written notice and have the default cured by a specified date. If Contractor has not commenced cure within ten (10) days after receipt of the written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default may include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. The right of either party to terminate this Contract hereunder shall not be affected in any way by its waiver of, or failure to, take action with respect to any previous default.

After receipt of a notice of termination and, except as directed by the assigned Deputy Purchasing Agent, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause:

- K.1 Stop work as specified in the notice of termination;
- K.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the Contract;
- K.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
- K.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
- K.5 As directed by the assigned Deputy Purchasing Agent, transfer title and deliver to the County (a) fabricated or un-fabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the Contract had been completed, would be required to be furnished to the County;
- K.6 Complete performance of the work not terminated; and
- K.7 Take any action that may be necessary or as the County may direct for the protection and preservation of the property related to this Contract that is in the possession of the Contractor and in which the County has or may acquire an interest and to mitigate any potential damages or requests for Contract adjustment or termination settlement to the maximum practical extent.

At the completion of the Contractor's termination efforts, the Contractor may submit to the assigned Deputy Purchasing Agent a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

Termination – Orderly: After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the

other held by each for purposes of execution of the Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

Unless otherwise provided in this Contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this Contract for three (3) years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this Contract. The Contractor shall make these records and documents available to the County, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the County, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
- N. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees, nor anyone working under Contractor, shall qualify for workers' compensation or other fringe benefits of any kind through County.
- O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this Contract, County and Contractor agree to purchase all required insurance or maintain a program of self-insurance at their own expense and to provide each other with Certificates of Insurance, including all endorsements required herein, necessary to satisfy that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit during the entire term of this Contract.

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 0 by the appropriate line of coverage.

This Contract may be terminated if either party fails to maintain insurance or a program of self-insurance as required herein for the full term of this Contract.

This Contract may be terminated if either party fails to maintain insurance as required herein for the full term of this Contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have 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 of ambest.com**.

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

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

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

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) Contractor shall provide an Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 3) County shall provide Indemnified Party status to Contractor under County's Program of Self-Insurance.

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

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

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Contractor shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Probation Department
Attn: Administrative & Fiscal Division, Contracts and Purchasing Services
P.O. Box 10260
Santa Ana, CA 92711-0260

County shall forward Insurance certificates to the agency/department address listed directly below:

Orange County Superintendent of Schools
Attn: Coordinator/Contract Services
200 Kalnus Drive
Costa Mesa, CA 92628-9050

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

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

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

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of OCDE's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

- T. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **This article is intentionally left blank.**
- X. **Pricing:** The Contract price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this Contract, and no additional compensation will be allowed therefore, unless otherwise provided for in this Contract.
- Y. **This article is intentionally left blank.**
- Z. **Terms and Conditions:** Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.
- BB. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.
- EE. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been

influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

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

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

HH. Mutual Indemnification Provisions: County agrees to indemnify, defend, and hold Contractor its officers, employees, and agents ("Contractor's 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, or other performance provided by County pursuant to this Contract. If judgment is entered against County and Contractor by a court of competent jurisdiction because of the concurrent active negligence of Contractor or Contractor's Indemnitees, County and Contractor agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold the County, its officers, elected and appointed officials, employees, agents and those special districts and agencies for which the 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, or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. Audits/Inspections: Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any subcontractor related to performance of this contract.

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

II. ADDITIONAL TERMS AND CONDITIONS

1. **Scope of Contract:** This Contract, together with its Attachment and Exhibits, attached hereto and incorporated herein by reference, specifies the terms and conditions by which the County will procure and receive services from Contractor. The Scope of Work is fully set forth in Section III of this Contract.
2. **Term of Contract:** The term of this Contract shall be for the two (2)-year period commencing on July 1, 2017 through June 30, 2019, and shall be subject to the termination provisions set forth in the following sections:

Section I, General Terms and Conditions:

Paragraph I – Assignment or Subcontracting

Paragraph K – Termination

Section II, Additional Terms and Conditions:

Paragraph 4.0 – Contingency of Funds

Paragraph 8.0 – Child Support Enforcement Requirements

Paragraph 9.0 – Contractor Bankruptcy/Insolvency

Paragraph 13.0 – Conflict with Existing Law

Paragraph 16.0 – Contractor Personnel- Drug-Free Workplace

Paragraph 21.0 – Covenant against Contingent Fees

3. **Compensation:** Contractor agrees to accept the specified compensation as set forth in Section IV of this Contract, entitled "Cost/Compensation for Contract Services," for the actual services provided, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder.
4. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this Contract by 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.
5. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this Contract, are to be released by Contractor and/or anyone acting under the supervision of Contractor to any person, partnership, company, corporation, or agency, without

prior written approval by the County, except as necessary for the performance of the services of this Contract. All press releases, including graphic display information to be published in newspapers, magazines, etc., are to be administered only by the County unless otherwise agreed to by both Parties.

6. **Conflict of Interest:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; Contractor's employees, agents, and relatives; sub-tier contractors; and third Parties associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.

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

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

8. **Child Support Enforcement Requirements:** In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract, but prior to official award of Contract, Contractor hereby agrees to furnish the assigned deputy purchasing agent with the required data and certifications, in the form of Attachment A to this Contract, entitled "County of Orange Child Support Enforcement Certification Requirements," attached hereto and incorporated herein by reference. Child Support Enforcement Certification Requirements shall include the following information:

- 8.1 A certification that Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- 8.2 A certification that Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of Contractor to timely submit the data and/or certifications required above or to comply with all federal and state employee 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 Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of this Contract.

9. **Contractor Bankruptcy/Insolvency:** If Contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of Contractor's insolvency, the County may terminate this Contract.
10. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may take action as outlined in Section I – General Terms and Conditions, "Termination".

11. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.
12. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this Contract, interpretation and clarification, as necessary, shall be determined by the County's assigned deputy purchasing agent. If discrepancies in Contract exist between Contractor and the County's assigned deputy purchasing agent in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his/her designee,
13. **Disputes:**
 - 13.1 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 Contract is not disposed of in a reasonable period of time by Contractor and Probation Division Directors, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
 - 13.1.1 Contractor shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
 - 13.1.2 Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which Contractor believes the County is liable.
 - 13.2 Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of goods and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County's Purchasing Agent or his/her designee. If the County fails to render a decision within ninety (90) days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. The County's final decision shall be conclusive and binding regarding the dispute unless Contractor commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the County's final decision or one year following the accrual of the cause of action, whichever is later.
14. **Conflict with Existing Law:** Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

15. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by Contractor prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
16. **Contractor Work Hours and Safety Standards:** Contractor shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and County safety regulations and laws.
17. **Contractor Personnel- Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
 - 17.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - 17.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 17.2.1 The dangers of drug abuse in the workplace;
 - 17.2.2 The organization's policy of maintaining a drug-free workplace;
 - 17.2.3 Any available counseling, rehabilitation and employee assistance programs; and
 - 17.2.4 Penalties that may be imposed upon employees for drug abuse violations.
 - 17.3 Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - 17.3.1 Will receive a copy of the company's drug-free policy statement; and
 - 17.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - 17.4 Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:
 - 17.4.1 Contractor has made false certification, or
 - 17.4.2 Contractor violates the certification by failing to carry out the requirements as noted above.
18. **Equal Employment Opportunity:** Contractor 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. Contractor shall not

discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

19. **Americans with Disabilities Act (ADA):** Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

20. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the Parties' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY
Orange County Probation Department
1055 North Main Street
Santa Ana, CA 92701
Attn: Chief Deputy Probation Officer
Juvenile Operations Bureau

TO: OCDE
Orange County Superintendent of Schools
200 Kalmus Drive
Costa Mesa, CA 92628-9050
Attn: Coordinator, Contract Services

21. **Contractor-Furnished Items:** Contractor shall furnish all personnel, supplies, tools, equipment, and any other incidentals necessary to perform all services required by this Contract.
22. **Covenant against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and, in its sole discretion, to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from Contractor.

23. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County is required to file federal Form 1099-Misc for services received from a "Service Provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

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

To comply with the reporting requirements, County procedures for contracting with independent contractors mandate that the following information be completed and forwarded to the contracting agency/department immediately upon request:

- First name, middle initial and last name
- Social Security Number
- Address
- Start and expiration dates of contract
- Amount of contract

24. **Emergencies:** Any emergency situation affecting the welfare of program participants including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the Parties.

Juvenile Record Information: In addition to the general confidentiality provisions stated in Section I, Paragraph U ("Confidentiality") herein, OCDE specifically agrees to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as Exhibit J.0 and incorporated herein by reference: (a) Administrative Order No. 12/003-903 - "Exchange of Information" dated March 29, 2012; and (b) Administrative Order No. A-100-2-2013 - "Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording." dated January 21, 2014.. Said Juvenile Court Administrative Orders govern the 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.

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 law 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.

25. **Prison Rape Elimination Act (PREA):** Contractor agrees 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 Part 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuing 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.
26. **Personnel:** Contractor and County shall retain complete and absolute authority over their respective staff members assigned to the programs covered under this Contract. Neither Party has the authority to discipline, suspend, terminate from employment, or take action against the other Party's staff members.

III. SCOPE OF WORK

1.0 Objectives

YOBG will fund the educational and vocational components of the following program and services as established by Probation:

- 1.1 Serious and Chronic Offender Program, a secure rehabilitative program for providing in-custody programming to serve the educational, vocational, psychological, and substance abuse treatment needs of returning Division of Juvenile Justice (DJJ) wards and those serving long-term commitments, to facilitate their reentry into the community.
- 1.2 Enhanced Reentry Services, for providing additional assistance to youths serving commitments at Juvenile Hall and designated local detention facilities/camps, to serve their identified needs while in custody, upon their release, and during their reentry into the community.

2.0 Population Served

- 2.1 **Juvenile Justice Reform:** Under SB 81 effective September 1, 2007 and Assembly Bill 109 (AB 109) which took effect July 1, 2011, Corrections Standards Authority (CSA) realigned certain responsibilities in the corrections system to counties, as set forth below:
 - 2.1.1 Certain youthful offenders shall remain in county care and custody.
 - 2.1.2 Counties may choose to take some or all of the youthful offenders who are incarcerated at DJJ, back into county care and custody.
 - 2.1.3 Youthful offenders who are on State parole, and who violate parole conditions, shall become a county responsibility after September 1, 2007.
- 2.2 **Target Population:** OCDE will provide the educational and vocational services enumerated in Section 3.2 of this Contract, for those returning DJJ wards and youthful offenders who may come under the jurisdiction of Probation as described in Section 2.1

herein. In addition, Contractor will provide services to youth housed at Juvenile Hall and designated local detention facilities/camps, who are: (i) receiving programming under the Serious Chronic Offender Program as part of their long-term commitments; and/or (ii) receiving additional assistance through Enhanced Reentry Services.

3.0 Contractor Requirements

3.1 Contractor Staffing: During the term of this Contract, Contractor shall provide the following positions:

3.1.1 One (1) full time equivalent (FTE) Reentry Case Manager, to provide services for participating minors housed at the PRIDE, Sex Offender, and T Units.

3.1.1.1 In the event Contractor obtains funding under the Alternative, Charter and Correctional Education Schools and Services (ACCESS) grant, Contractor shall provide a matching contribution to compensate the Reentry Case Manager for additional hours of services.

3.1.2 One (1) full-time (1.0 FTE) Transition Case Manager position, to perform services at Joplin Youth Center and designated local detention facilities/camps.

3.2 At least thirty (30) days prior to the start of the Contract, or as soon as possible thereafter, submit a list to the Probation Department Background Investigation Unit, P.O. Box 10260, Santa Ana, CA 92711 of persons who will be assigned to perform services under this Contract so that Probation can conduct background investigations of those assigned individuals as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the individual, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

3.3 Notify Probation Department Background Unit in writing within thirty (30) days of separation the name of any approved individual who leaves the Contractor's employment.

3.4 Delivery of Services: During the term of this Contract, the positions described in Section 3.1 above shall perform the following educational and vocational services for participating youth designated to receive services herein:

3.4.1 Reentry Case Manager – Juvenile Hall: The Reentry Case Manager shall work a minimum of five (5) days per week at Juvenile Hall for a total of at least forty (40) hours per week, and shall perform the following functions:

3.4.1.1 Network with the families, former schools and employer(s) of participating youth, with regard to educational issues and concerns, and provide Probation with a written quarterly report of the results of such interactions.

3.4.1.2 Develop prescriptive class placements based on initial assessments of participating youth.

3.4.1.3 Evaluate and monitor the educational services provided for participating youth, for purposes of making adjustments to their treatment plans, as needed to meet individual needs and career goals.

3.4.1.4 Assist participating youth as they prepare to return to their homes, communities, and schools, in identifying their family needs, career plans, and future employment prospects; and with educational

placement in their home districts as part of Contractor's ACCESS program.

- 3.4.1.5 Assist youth participating in PRIDE with filling out job applications.
- 3.4.1.6 Assist youth from the PRIDE and Sex Offender Units in completing applications for personal identification and/or driver's license.
- 3.4.1.7 Contact appropriate public and private agencies to facilitate the educational and vocational plans developed for participating youth, by providing relevant academic records, making arrangements for enrollment, and attending enrollment meetings as needed.
- 3.4.1.8 Follow-up on a monthly basis with participating youth who have been released from confinement or transferred to another facility for a maximum of twelve (12) months subsequent to their release or transfer.
- 3.4.1.9 Collaborate with Probation staff and other resource personnel, by attending and participating in case conferences to develop appropriate treatment plans for participating youth.
- 3.4.1.10 Attend and participate in planning meetings, as required by Probation, as they relate to services, individualized training, and transition plans for participating youth whose unique needs require specially designed instruction, defined and described as "Special Education" under California Education Code Section 56031.
- 3.4.1.11 Assist in the collection of data and in the preparation of evaluation reports for participating youth.
- 3.4.1.12 Prepare monthly interagency reports, as required.
- 3.4.1.13 Work with Probation staff to assist in the resolution of emotional and behavioral problems occurring in the school setting and experienced by participating youth.
- 3.4.1.14 Collaborate with Probation, educational program staff, and other resource personnel to develop appropriate student treatment plans, and to facilitate the transition of participating youth back into their communities.
- 3.4.1.15 Provide post-release follow up to participating youth as needed.
- 3.4.2 Transition Case Manager – Joplin Youth Center and designated local detention facilities/camps: The Transition Case Manager shall work a minimum of five (5) days per week at Joplin Youth Center and designated local detention facilities/camps for a total of at least forty (40) hours per week. The Transition Case Manager shall perform all of the same services provided by the Reentry Case Manager at Juvenile Hall, as described in Section 3.2.1 herein. In addition, due to the special and more immediate requirements of youth offenders who need to prepare for release into the community at the conclusion of their commitments, the Transition Case Manager shall perform the following functions:
 - 3.4.2.1 Interview participating youth, obtain and evaluate their records, and identify their vocational goals.
 - 3.4.2.2 Share written records of participating minors with Probation staff.

- 3.4.2.3 Conduct monthly workshops on job identification, preparation of applications, resumé writing, and interviewing techniques.
- 3.4.2.4 Identify employment opportunities and coordinate job searches and referrals.
- 3.4.2.5 Maintain monthly records for inclusion in interagency reports.
- 3.4.2.6 Review individual transcripts, conduct credit assessments, provide credit recommendations to educational staff, and develop graduation plans for participating youth prior to their release from commitment.
- 3.4.2.7 Assist with school enrollment and job search education referrals, for a twelve (12)-month period following participating youths' release from commitment.
- 3.4.2.8 Contact parents prior to the youth's release to prepare them both for their transition.
- 3.4.2.9 Work with Probation and other collaborative staff to provide each youth, prior to release, with written instructions regarding: a) school enrollment; b) meetings with the youth's assigned Deputy Probation Officer; and c) resources needed to successfully return to the community.

3.5 Administrative Requirements

- 3.5.1 Contractor shall maintain and make readily available to Probation records and data generated by the positions and services described herein. Such documentation shall be in a form and substance that will enable Probation to perform an accounting of all costs associated with the services provided by Contractor herein, and to measure outcomes assessing the effectiveness of such programs, as may be required by Probation for reporting under YOBG funding terms and conditions.

4.0 County's Responsibilities

County, acting through Probation, shall:

- 4.1 Identify youth offenders who fall under the jurisdiction of Probation in accordance with Section 2.0 herein, and who may be designated for participation in the programs and services covered by this Contract.
- 4.2 Assign correctional staff to assist in the implementation of services provided by Contractor, in accordance with the terms and provisions of this Contract.
- 4.3 Assist with assessments, case plans, referrals, and coordination of reentry services.
- 4.4 Conduct a background investigation on each individual identified as assigned to perform services under this Contract in accordance with Section 3.2 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 individual approved to perform services under this Contract.

All Contractor personnel assigned under this Contract 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 individual has passed background. If an individual is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or individual.

- 4.5 Compensate Contractor for services rendered in accordance with Section IV of this Contract.

IV. COST/COMPENSATION FOR CONTRACT SERVICES

A. Payment/Compensation:

1. County shall compensate Contractor in arrears for an annual total amount not to exceed two hundred and four thousand, five hundred and twenty-five dollars (\$ 204,525) for services rendered under this Contract.
 - 1.1 For the period July 1, 2017 through June 30, 2018, Contractor shall be compensated in accordance with Exhibit 2.1 entitled "Budget Effective July 1, 2017 to June 30, 2018" attached hereto and incorporated by reference.
 - 1.2 For the period July 1, 2018 through June 30, 2019, Contractor shall be compensated in accordance with Exhibit 2.2 "entitled Budget Effective July 1, 2018 to June 30, 2019" attached hereto and incorporated by reference.
2. Allowable Costs: The maximum amount allowable for each of the cost categories consisting of the line item totals for personnel/salaries, benefits, and operating costs may be adjusted or reallocated provided that: (a) the overall program goals are not changed; (b) the expenditures are reasonable, appropriate and necessary to achieve program objectives; and (c) the maximum total annual amount is not increased. Such cost adjustments shall be made upon prior written request by Contractor and approved by Probation.
3. Indirect Charges: The United States Department of Education authorizes the California Department of Education (CDE) to establish indirect cost rates for California's local educational agencies. Contractor's indirect costs are general management costs consisting of administrative activities necessary for the general operation of the agency, such as accounting, budgeting, payroll preparation, personnel services, purchasing and centralized data processing. The CDE annually calculates, approves, and publishes the indirect cost rate that local educational agencies, such as Contractor, should use as the basis for budgeting and claiming indirect cost reimbursements under contracts. The approved listing of indirect cost rates also indicates in what fiscal year the rates are to be used. Under this Contract, Contractor shall apply the indirect cost rate approved and published by the CDE to claim actual program expenditures.
4. Payment shall be made by County as billed by Contractor quarterly, and by submission of an itemized invoice in triplicate.

B. Payment/Invoicing Instructions:

1. Contractor shall send invoices to:

Orange County Probation Department


1055 North Main St., 5th Floor
P.O. Box 10260
Santa Ana, CA 92711
Attention: Administrative & Fiscal Division, Contracts and Purchasing
Services

2. Contractor shall send invoices with the following information:
 - Contractor's name and address
 - Contractor's remittance address, if different from the address above
 - County Contract number
 - Contractor's federal taxpayer identification number
 - Date(s) OCDE provided service
 - Rate and/or specific description of services provided
 - Total amount of invoice
3. Payment will be net forty-five (45) days in arrears after receipt of an invoice. The responsibility for providing an acceptable invoice to the County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.
4. County may withhold or delay any payment should Contractor fail to comply with any of the provisions set forth in this Contract.
5. Checks from County shall be made payable to Orange County Superintendent of Schools or Orange County Department of Education, and shall be mailed to the following address:

200 Kalmus Drive
P.O. Box 9050
Costa Mesa, CA 92628-9050
6. As a condition of payment, the County may require that Contractor furnish documentation such as detailed itemizations and receipts as may be required by the County's Auditor-Controller.
7. Payments made by the County shall not preclude the right of the County from thereafter disputing any services invoiced or billed under this Contract and shall not be construed as acceptance of any part of the services.
8. Contractor shall not claim reimbursement for services provided beyond the expiration or termination date of this Contract, except as may otherwise be provided in this Contract.

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

ORANGE COUNTY DEPARTMENT OF EDUCATION

By: 

Title: Associate Superintendent, Administrative Services

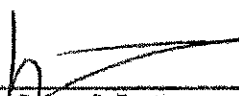
Dated: June 14, 2017

By: _____

Title: _____

Dated: _____

COUNTY OF ORANGE

By: 
Steven J. Sentman
Chief Probation Officer

If a corporation, this document must be signed by two corporate officers. The first signature must be by either the Chairman of the Board, President, or any Vice President. The second signature must be by either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

EXHIBIT 1.0

JUVENILE COURT ADMINISTRATIVE ORDERS
OF THE ORANGE COUNTY SUPERIOR COURT:

Order No. 12/003-903 – “Exchange of Information” dated March 29, 2012
Administrative Order: A-100-2-2013 – “Juvenile Court Proceedings: Media and Public
Access; Confidentiality; Photography/AudioNideo Recording, dated January 21, 2014

Superior Court of the State of California
County of Orange



*Chambers of
Douglas J. Hatchimori
Presiding Judge of Juvenile Court*

Juvenile Court
301 THE CITY DRIVE
F O BOX 14169
ORANGE CA 92613-1699
PHONE (714) 944-0060
FAX (714) 944-0060
657-689-5505

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

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. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

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 Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

2. Victims

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

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and *In re Malinda S.* (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted, or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including 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.

a. 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.

b. 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.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

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

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

Child Death Review Team Team members must be advised on confidentiality guideline and sign a confidentiality statement

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, 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 for the purpose of:

- a. Establishing the minor's true name, date of birth, and legal residence.
- b. To contact the minor's parents
- c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country.
- d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses.
- e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;
2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;
3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;
4. An Indian child's tribe, if the tribe has intervened in the child's case;
5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;
2. The child who is the subject of the proceedings;

3. The child's parent(s);
4. The child's guardian(s);
5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;
6. A judge, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;
7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;
8. Member of a child protective agency as defined in Penal Code §11165.9;
9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out-of-state placements;
10. The Juvenile Justice Commission;
11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;
12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commencing with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;
13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

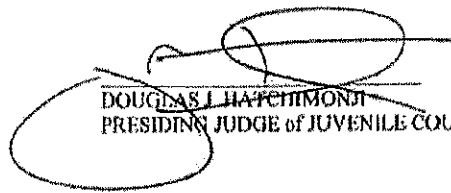
D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.
2. Persons not authorized under sections I-III 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.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:


DOUGLAS J. HATCHMONJI
PRESIDING JUDGE of JUVENILE COURT



Chambers of
MARIA D. HERNANDEZ
 PRESIDING JUDGE OF JUVENILE COURT

Superior Court of California County of Orange

14111 THE CITY DRIVE
 ORANGE, CA 92668
 PHONE: (657) 627-5902

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 908, 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

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 (20). 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 compelling 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;

Superior Court of California
County of Orange

January 21, 2014

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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 108, 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

Superior Court of California
County of Orange

January 21, 2014

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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 18D, 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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- a) 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 to 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

EXHIBIT 2.0

BUDGETS

Exhibit 2.1 – Effective July 1, 2017 to June 30, 2018

Exhibit 2.2 – Effective July 1, 2018 to June 30, 2019

EXHIBIT 2.1**Community Re-Entry Educational and Vocational Services****BUDGET**

EFFECTIVE JULY 1, 2017 TO JUNE 30, 2018

A. Personnel/Salaries

	<u>FTE</u>	<u>Monthly Salary</u>	<u>Total</u>
Re-entry Case Manager	1.0	\$5,624	\$67,488
Transitional Case Manager	1.0	\$4,710	\$56,520
TOTAL PERSONNEL/SALARIES			\$124,008

B. Personnel/Benefits

Re-entry Case Manager Benefits			\$38,886
Transitional Case Manager Benefits			\$20,701
TOTAL BENEFITS			\$59,587

C. Total Personnel/Salaries & Benefits

\$183,595

D. Indirect at 9.33%, Fiscal Year 2017/2018

Re-entry Case Manager Indirect			\$9,925
Transitional Case Manager Indirect			\$7,205
TOTAL INDIRECT			\$17,130

E. Operating Expenses

General Supplies			\$800
Mileage			\$3,000
TOTAL OPERATING EXPENSES			\$3,800

TOTAL OPERATING BUDGET NOT TO EXCEED

\$204,525

EXHIBIT 2.2**Community Re-Entry Educational and Vocational Services****BUDGET**

EFFECTIVE JULY 1, 2018 TO JUNE 30, 2019

A. Personnel/Salaries

	<u>FTE</u>	<u>Monthly Salary</u>	<u>Total</u>
Re-entry Case Manager	1.0	\$5,188	\$62,256
Transitional Case Manager	1.0	\$4,590	\$55,080
TOTAL PERSONNEL/SALARIES			\$117,336

B. Personnel/Benefits

Re-entry Case Manager Benefits	\$43,158
Transitional Case Manager Benefits	\$22,985
TOTAL BENEFITS	\$66,143

C. Total Personnel/Salaries & Benefits**\$183,479****D. Indirect at 9.4%, Fiscal Year 2017/2018**

Re-entry Case Manager Indirect	\$9,908
Transitional Case Manager Indirect	\$7,338
TOTAL INDIRECT	\$17,246

E. Operating Expenses

General Supplies	\$800
Mileage	\$3,000
TOTAL OPERATING EXPENSES	\$3,800

TOTAL OPERATING BUDGET NOT TO EXCEED**\$204,525**