



AGREEMENT NO. MA-057-14010011
BETWEEN
THE COUNTY OF ORANGE
AND
NORTH ORANGE COUNTY REGIONAL OCCUPATIONAL PROGRAM
FOR
VOCATIONAL TRAINING
AND PRE-EMPLOYMENT COUNSELING SERVICES
AT
JUVENILE HALL,
YOUTH GUIDANCE CENTER,
AND
YOUTH LEADERSHIP ACADEMY

September 1, 2014

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PRE-EMPLOYMENT COUNSELING SERVICES
AT
JUVENILE HALL, YOUTH GUIDANCE CENTER, AND YOUTH LEADERSHIP ACADEMY**

This Agreement, (hereinafter referred to as “CONTRACT”), entered into this _____ day of _____, ~~2013~~ 2014, that date is enumerated for the purpose 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 North Orange County Regional Occupational Program, hereinafter referred to as “CONTRACTOR”. COUNTY and CONTRACTOR may be referred to individually as “Party” or collectively as “Parties”.

RECITALS

~~WHEREAS, CONTRACTOR responded to Request for Proposals (RFP), for vocational training and pre-employment counseling services for minors detained and residing at Juvenile Hall, Youth Guidance Center, and Youth Leadership Academy; and~~

WHEREAS, on August 13, 2013, as a result of a Request for Proposals (RFP) process, the Orange County Board of Supervisors approved "Agreement No. MA-057-14010011 with North Orange County Regional Occupational Program for Vocational Training and Pre-Employment Counseling Services at Juvenile Hall, Youth Guidance Center, and Youth Leadership Academy", effective September 1, 2013 through August 31, 2014, renewable for up to two additional 12-month periods; and

~~WHEREAS, COUNTY has determined that CONTRACTOR's proposed services meet or exceed the requirements and specifications of the RFP.~~

WHEREAS, CONTRACTOR agrees to continue providing Vocational Training and Pre-Employment Counseling Services at Juvenile Hall, Youth Guidance Center, and Youth Leadership Academy in accordance with the terms and conditions set forth herein, effective September 1, 2014 through August 31, 2015.

NOW, THEREFORE, the parties mutually agree as follows:

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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, when accepted by the CONTRACTOR 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 software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY'S Purchasing Agent or his designee, hereinafter "PURCHASING AGENT."
- C. Amendments:** No alternation 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~~ the PURCHASING AGENT in writing.
- D. Taxes:** Unless otherwise provided herein by law, price quoted does not include California state sales or use tax.
- E. Delivery:** Time of delivery 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 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 the COUNTY. Delivery shall not be deemed to be complete until goods, or services, have been actually received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by the 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 ~~indemnities~~ ~~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 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 the 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 (as defined in paragraph "HH") harmless from any and all such claims and responsible for payment of 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: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign or sub-contract the performance or any portion thereof this CONTRACT without the express written consent of the COUNTY shall be invalid and shall constitute a breach of this CONTRACT. In the event of such a breach, this Contract may be terminated forthwith.

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 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.~~

Termination – Default of Contractor: If CONTRACTOR is in default of any of its obligations under this CONTRACT, COUNTY shall give sixty (60) days notice to CONTRACTOR that this CONTRACT may be canceled if the specific deficiencies are not corrected. If CONTRACTOR is in default of any of its obligations under this CONTRACT and COUNTY determines that such default poses a serious threat to public safety, and CONTRACTOR has not commenced cure within ten (10) days after receipt of a written notice of default and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to commence resolution in accordance with this paragraph or to terminate this CONTRACT by giving written notice to take effect immediately. Default shall 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. 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.

Termination – Convenience of the County: Performance of services under this CONTRACT may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a sixty (60) day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective. This provision is not applicable when COUNTY terminates the CONTRACT pursuant to Section II, Paragraph 6 (“Additional Terms and Conditions – Contingency of Funds”) of this CONTRACT.

After receipt of the Notice of Termination and except as otherwise directed by COUNTY, Contractor shall: 1) stop services under this CONTRACT on the date and to the extent specified in the Notice of Termination, and 2) complete performance of that part of the work that is not terminated by the Notice of Termination.

Termination – Orderly: Upon termination or other expiration of this CONTRACT, each party shall promptly return to the other party all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each party will assist the other party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

- L. Consent to Breach Not Waiver:** No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver of 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 the 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 obtain and maintain all permits and licenses required by public authorities in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. Insurance Provisions:** Prior to the provision of services under this CONTRACT, the CONTRACTOR agrees to purchase all required insurance at CONTRACTOR’S expense and to

deposit with the COUNTY Certificates of Insurance, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier state of California and does not meet or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims made or 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) 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, agents as Additional Insureds.
- 2) A primary non-contributing endorsement evidencing that the CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving 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.

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

If CONTRACTOR'S Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of CONTRACT.

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

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

If the CONTRACTOR fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

- 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 paragraph "HH" below, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, penalties and expenses related to 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 CONTRACTOR'S business prior to completion of this CONTRACT, the new owners will 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 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 the 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 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. Freight (F.O.B. Destination):** CONTRACTOR assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.
- 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. Waiver of Jury Trial:** Each party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this CONTRACT and /or any claim of injury or damage.
- 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 and 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 an action of proceeding to enforce and 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 a person representing them, or both. Accordingly, any rule of law (including California Division 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 provision of this CONTRACT shall be interpreted in a reasonable manner to effect 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:** The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. The CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and

hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold harmless the COUNTY, its officers, elected and appointed officials, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

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 the CONTRACTOR's records before final payment is made.

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

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

II. ADDITIONAL TERMS AND CONDITIONS

1.0 Scope of Contract: This CONTRACT, together with its Exhibit, 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.

2.0 Term: The term of this Contract shall be for a one-year period commencing on September 1, 20132014 through August 31, 20142015, 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
- Paragraph P – Insurance Provisions

Section II, Additional Terms and Conditions:

- Paragraph 6.0 – Contingency of Funds
- Paragraph 7.0 – Child Support Enforcement Requirements
- Paragraph 78.0 – CONTRACTOR Bankruptcy/Insolvency
- ~~Paragraph 11.0 – Termination (Convenience of COUNTY, Default and Orderly)~~
- Paragraph 1312.0 – Conflict with Existing Law
- Paragraph 1716.0 – Covenant against Contingent Fees

- 2.1 Renewal:** This CONTRACT may be renewed under the same terms, conditions, scope of work, and pricing, for ~~up to two~~ **one** additional 12-month periods, subject to: (a) the COUNTY'S assessment of CONTRACTOR'S performance and market conditions warranting such renewal, (b) upon mutual written agreement of the Parties, and (c) applicable policy of the Orange County Board of Supervisors for contract renewals. The COUNTY shall not be required to give a reason if it elects not to renew this CONTRACT.
- 3.0 Compensation:** The CONTRACTOR agrees to accept the specified compensation as set forth in Section IV of this CONTRACT, entitled "Cost/Compensation for Contract Services", for the 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 the CONTRACTOR of all its duties and obligations hereunder.
- 4.0 Records:** CONTRACTOR shall keep an accurate record of time expended by CONTRACTOR in the performance of this CONTRACT. Such records shall be available for periodic inspection by the COUNTY at reasonable times.
- 5.0 Conflict of Interest:** The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the CONTRACTOR; the CONTRACTOR'S employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and services hereunder. The CONTRACTOR'S efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.
- The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The CONTRACTOR shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.
- 6.0 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.

7.0 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, the selected CONTRACTOR hereby agrees to furnish assigned Deputy Purchasing Agent with the required CONTRACTOR 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:

7.1 In the case of an individual CONTRACTOR, his/her name, date of birth, Social Security number, and residence address;

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

7.3 A certification that the CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and

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

Failure 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.

78.0 CONTRACTOR Bankruptcy/Insolvency: If the 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 the CONTRACTOR’S insolvency, the COUNTY may terminate this CONTRACT.

89.0 Breach of Contract: The failure of the CONTRACTOR to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, ~~and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:~~

~~8.1 — Afford the CONTRACTOR written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;~~

~~8.2 — Discontinue payment to the CONTRACTOR for and during the period in which the CONTRACTOR is in breach; and offset against any monies billed by the CONTRACTOR but yet unpaid by the COUNTY those monies disallowed pursuant to the above.~~ take action as outlined in section I.K – General Terms and Conditions , Termination.

~~9.0 — 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.~~

10.0 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 the 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.

11.0 Disputes:

11.1 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 the CONTRACTOR'S Project Manager and the COUNTY'S Project Manager, such matter shall be brought to the attention of the COUNTY'S Purchasing Agent by way of the following process:

11.1.1 The 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.

11.1.2 The CONTRACTOR'S written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the CONTRACTOR shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the CONTRACTOR believes the COUNTY is liable.

11.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the CONTRACTOR agrees to diligently proceed with the performance of this CONTRACT, including the delivery of goods and/or provision of services. The CONTRACTOR'S failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY'S Purchasing Agent or his/her designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the CONTRACTOR'S demand, it shall be deemed a final decision adverse to the CONTRACTOR'S contentions. The COUNTY'S final decision shall be conclusive and binding regarding the dispute unless the 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.

~~**12.0 Termination (Convenience of County, Default and Orderly):** In accordance with paragraph K of Section I of this CONTRACT, the COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that termination is in the COUNTY'S interest. 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. The parties agree that, as to the terminated portion of~~

~~the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.~~

~~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.~~

~~The CONTRACTOR shall:~~

~~12.1 — Stop work as specified in the notice of termination;~~

~~12.2 — Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;~~

~~12.3 — Terminate all orders and subcontracts to the extent they relate to the work terminated;~~

~~12.4 — 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;~~

~~12.5 — 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;~~

~~12.6 — Complete performance of the work not terminated; and~~

~~12.7 — 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.~~

~~After termination, the CONTRACTOR shall submit a final termination settlement proposal to the COUNTY in a format acceptable to the COUNTY. The CONTRACTOR shall submit the proposal promptly, but no later than sixty (60) days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the CONTRACTOR within the ninety (90) day period following delivery of COUNTY'S notice of termination. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension.~~

~~The CONTRACTOR and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the CONTRACTOR paid the agreed amount.~~

~~If the CONTRACTOR and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the CONTRACTOR the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:~~

- ~~1) The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and~~
- ~~2) Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the CONTRACTOR the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.~~

~~The CONTRACTOR shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.~~

~~The CONTRACTOR shall have the right to appeal, under the COUNTY'S protest procedure, any determination made by the COUNTY, except that if the CONTRACTOR failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.~~

~~In arriving at the amount due the CONTRACTOR under this clause, there shall be deducted:~~

- ~~1) All payment to the CONTRACTOR under the terminated portion of this CONTRACT;~~
- ~~2) Any claim which the COUNTY has against the CONTRACTOR under this or any other CONTRACT; and~~
- ~~3) The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the CONTRACTOR or sold under the provisions of this clause and not recovered by or credited to the COUNTY.~~

~~If the termination is partial, the CONTRACTOR may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the CONTRACTOR for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by the agency/department.~~

~~The COUNTY may:~~

- ~~1) Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the CONTRACTOR for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the CONTRACTOR will be entitled; and~~
- ~~2) If the total payments exceed the amount finally determined to be due, the CONTRACTOR shall repay the excess to the COUNTY upon demand.~~

~~In determining the amount payable to the CONTRACTOR and notwithstanding any other provision, if it appears that the CONTRACTOR would have sustained a loss on the entire CONTRACT had it~~

~~been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.~~

~~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.~~

~~If CONTRACTOR is in default of any of its obligations under this CONTRACT and has not commenced cure within ten (10) days after receipt of a 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 shall 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. 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.~~

~~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 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.~~

1312.0 Conflict with Existing Law: The 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.

1413.0 Contractor Work Hours and Safety Standards: The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY safety regulations and laws.

1514.0 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' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

TO: COUNTY

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92701
Attention: Contract Services Manager

TO: CONTRACTOR

North Orange County Regional
Occupational Program
385 N. Muller Street
Anaheim, CA 92801
Attention: Administrative Services Manager

1615.0 Contractor-Furnished Items: CONTRACTOR shall furnish all personnel, supplies, tools, equipment, and any other incidentals necessary to perform all services required by this CONTRACT.

1716.0 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 Agreement price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee from CONTRACTOR.

1817.0 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](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

1918.0 Emergency/Declared Disaster Requirements: In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The CONTRACTOR shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the CONTRACTOR shall apply to serving the COUNTY'S needs regardless of the circumstances. If the CONTRACTOR is unable to supply the goods/services under the terms of the CONTRACT, then the CONTRACTOR shall provide proof of such disruption and a copy of the invoice for the goods/services from the CONTRACTOR'S supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. These numbers will be used in addition to the Price Agreement number. All applicable invoices from the CONTRACTOR shall show both the emergency purchase order number and the CONTRACT number.

2019.0 Emergencies in Custodial Facilities: Any emergency situation affecting the welfare of youths in custodial facilities including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the Parties.

2120.0 Juvenile Record Information: In addition to the general confidentiality provisions stated in section I, paragraph U ("Confidentiality") herein, CONTRACTOR specifically agrees to comply with the ~~Juvenile Court Orange County Superior Court~~ Administrative Orders of the Orange County Superior Court, attached hereto as ~~contained in~~ Exhibit 1 and incorporated herein by reference of this CONTRACT, governing the confidentiality of juvenile probation records. The foregoing Juvenile Court Administrative Orders were adopted in accordance with the Welfare and Institutions Code and all applicable statutes, court orders and case law. No access, disclosure, or release of information regarding juveniles 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.

221.0 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.

III. SCOPE OF WORK

1.0 Target Populations and Service Locations

CONTRACTOR shall provide vocational training and pre-employment counseling services for minors designated for participation under this CONTRACT, and residing or detained at Juvenile Hall (JH), Youth Guidance Center (YGC), and Youth Leadership Academy (YLA). Minors designated for participation under this program are generally of transitional age and are close to reaching adulthood upon release.

The number of youth to be served at each facility is estimated as follows:

JH	-	45
YGC	-	80
YLA	-	40

Counseling services shall be provided by CONTRACTOR’s Career Training for Transition Instructors and Job Placement Specialists, to support participating minors in work readiness and job search strategies. CONTRACTOR’s employees assigned to work with such minors shall, among other things: (a) identify and provide employment opportunities for minors; (b) conduct work readiness workshops; (c) train minors on job applications, resume writing, proper dress and grooming for interviews, interview techniques, and characteristics of productive and dependable employees; and (d) provide instruction on career preparation, communication and interpersonal skills, problem solving, teamwork, ethics, technology and safety in the workplace.

2.0 Delivery of Program Services by CONTRACTOR

2.1 CONTRACTOR shall provide employees in the capacities of Career Training for Transition (CTT) Instructor and Job Placement Specialist (JPS), with responsibilities as more specifically delineated herein, to provide vocational training and pre-employment counseling services to minors designated for participation under this CONTRACT.

2.1.1 The employees provided by CONTRACTOR in the CTT and JPS capacities shall possess a demonstrated ability to deliver services to the target population in a bilingual and multi-culturally competent manner. As such, CONTRACTOR employees in the CTT and JPS capacities shall be bilingual in at least English and Spanish, in order to work with families of minors who are monolingual, Spanish speaking or are limited in speaking English. Said Instructors shall also have the ability to address English Language Learner needs, with training in Specially Designed Academic Instruction in English.

2.1.2 CONTRACTOR Instructors shall use the evidence-based model known as “Engaging Classroom Assessments”, in conducting workshops in standards-

based lesson design and assessment, to teach skills required to master workplace competencies.

- 2.1.3 CONTRACTOR Instructors shall be trained in the delivery of contextualized instruction and integration of academic subjects with career technical skills. Service strategies shall include direct teaching of workplace writing and mathematics, guided self-paced learning, individual and group activities, and provision of examples of academic applications in the workplace.

2.2 Program Participation Process:

CONTRACTOR shall coordinate services and activities under this CONTRACT with the respective Directors of JH, YGC and YLA, or their designees. The process for identifying and admitting youth into vocational training classes and pre-employment counseling services, herein collectively designated as the Regional Occupational Program Career Training for Transition (ROP CTT), shall be as follows:

- 2.2.1 Probation will develop a list of eligible minors for possible enrollment into the classes, based on their readiness to receive training, availability due to academic class schedule and court-ordered activities, and any safety or health issues surrounding placement in onsite work-based learning.
- 2.2.2 Minors will complete the referral form, for appropriate approvals.
 - 2.2.2.1 CONTRACTOR employees will develop and complete an Individualized Training Plan for each minor enrolled in ROP CTT, and present the minor with information about course contents and objectives, work-based learning, and expectations regarding conduct.
- 2.2.3 Minors who are approved for participation in ROP CTT will be interviewed by CONTRACTOR's employees for suitable placement in onsite work-based learning. Interview questions will include, but not be limited to, previous work experience, strengths and weaknesses, types of hobbies, why they want to work in ROP CTT, what they would like to do now and in the future, and how they will accomplish their goals.
- 2.2.4 Minors will be placed for work-based learning in such areas as culinary arts, nursery landscaping, facility maintenance, recycling and auto detailing, for an average of 20-25 hours per week, provided there is adequate supervision of minors by Probation staff. ROP CTT instructors may not supervise minors placed for work-based learning.
- 2.2.5 Minors will also attend formal classroom instruction weekly, for training in basic computer applications and pre-employment skills.

2.3 Responsibilities of Career Training for Transition (CTT) Instructors

CONTRACTOR shall provide CTT Instructors to perform the following:

- 2.3.1 Instruct participating minors in courses that emphasize:
 - 2.3.1.1 Basic computer application skills, focusing on keyboarding and Microsoft Office software programs

- 2.3.1.2 Pre-employment and workplace skills such as job search, resume writing, job applications, and interviewing skills
- 2.3.1.3 Personal job seeker's career portfolio design and development
- 2.3.1.4 Supervised participation in work-based learning
- 2.3.1.5 Individual and group activities
- 2.3.1.6 Guided self-paced learning
- 2.3.2 Enroll and maintain attendance and grading for students
- 2.3.3 Document minors' participation in specific programs, for reporting to schools, where required
- 2.3.4 Develop and implement lessons to teach skills required for students to master competencies
- 2.3.5 Conduct class sessions and workshops on the following topics:
 - 2.3.5.1 Employability
 - 2.3.5.2 Critical thinking
 - 2.3.5.3 Interpersonal skills
 - 2.3.5.4 Communication skills
 - 2.3.5.5 Problem solving
 - 2.3.5.6 Teamwork
 - 2.3.5.7 Ethics
 - 2.3.5.8 Positive attitude and work habits
 - 2.3.5.9 Safety in the workplace
- 2.3.6 Coordinate work-based learning opportunities, including on-the-job training in such areas as culinary arts, landscaping, carpentry and construction trades, recycling, and auto detailing
- 2.3.7 Evaluate student progress in the classroom and in skills gained from job training
- 2.3.8 Communicate with Probation officers on student progress and competencies
- 2.3.9 Collaborate with Probation officers and school staff to resolve problems
- 2.3.10 Participate in student recognition programs, career fairs, and graduation ceremonies

2.4 Responsibilities of Job Placement Specialists

CONTRACTOR shall provide Job Placement Specialists to perform the following:

- 2.4.1 Develop informational materials on ROP programs and services under this CONTRACT for distribution to Probation staff, other service providers onsite, parents or guardians of minors, juvenile justice agencies, community-based organizations, and regional resource providers
- 2.4.2 Provide counseling services to minors prior to their release, to assist them in competing for employment and securing self-sufficiency in accordance with their goals
- 2.4.3 Interview minors to determine the assistance and resources they will need upon release, using the service delivery approach of Job Club workshops, including counseling topics and activities encompassing:
 - 2.4.3.1 Inventory of career interest, career values, work readiness, transition to work, and barriers to employment success
 - 2.4.3.2 Work permits
 - 2.4.3.3 Career goals and job search strategies
 - 2.4.3.4 Online and hard copy applications
 - 2.4.3.5 Resume writing including identification of skills and proper formatting
 - 2.4.3.6 Dressing and grooming for interviews, answering interview questions, and interview techniques including body language
 - 2.4.3.7 Decision making scenarios
 - 2.4.3.8 Workplace problem solving strategies
- 2.4.4 Identify and develop employment opportunities through on-line job search, meetings with job developers, telephone contacts and field visitations with minors and employers
- 2.4.5 Coordinate job search activities, and assist minors in preparing for attendance at career/job fairs and field trips to local businesses to implement pre-employment skills learned in CTT class and Job Club
- 2.4.6 Evaluate minors' records to establish their eligibility for grants and other funded programs that offer paid limited internship work experience, and address their education and career goals
- 2.4.7 Complete minors' payroll packets and time sheets, and distribute paychecks for grant monies
- 2.4.8 Communicate with employers regarding a minor's progress at the work site to ensure that job development goals are obtained

- 2.4.9 Coordinate training plans with JH, YGC and YLA school counselors and other collaborative staff
- 2.4.10 Provide Probation officers with progress reports on minors
- 2.4.11 Conduct periodic unannounced onsite visits with minors and employers to confirm satisfactory attendance and job performance
- 2.4.12 Collaborate with Probation staff and parents or guardians of minors, as required, and attend case conferences to establish an appropriate plan for each minor identified as eligible for job placement services
- 2.4.13 Participate in program planning sessions as required
- 2.4.14 Provide in-service training to program staff and participate in annual Probation training/teambuilding for collaborative staff
- 2.4.15 Prepare quarterly interagency reports documenting services delivered, number of youth served, and number of youth employed
- 2.4.16 Assist in the development of re-entry plans as minors near release, and after-care assistance upon release, providing references and answering job search-related questions

3.0 Other CONTRACTOR Responsibilities

CONTRACTOR shall:

- 3.1 **Background Clearance:** At least 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.

[Notify Probation Department Background Investigation Unit in writing within 30 days of separation the name of any approved individual who leaves the contractor's employment.](#)

- ~~3.1~~3.2 Immediately notify the respective Directors of JH, YGC and YLA, or their designees, of any and all known changes in professional status, or arrests and criminal justice investigations pertaining to CONTRACTOR employees assigned to this CONTRACT
- ~~3.2~~3.3 To the best of its ability and experience, at all times loyally and conscientiously perform all of the duties and obligations, either expressed or implied, required by the terms of this CONTRACT

- 3.33.4 Establish and maintain necessary written policies and procedures for program operation and provide copies of such written policies and procedures to the respective Directors of JH, YGC and YLA, or their designees
- 3.43.5 Instruct all CONTRACTOR staff assigned to this program regarding the policies and procedures for program operation, and ensure staff compliance therewith
- 3.53.6 Promptly report to the respective Directors of JH, YGC and YLA, or their designees, orally and in writing, all incidents of non-compliance with established procedures, including improper behavior and/or criminal activity on the part of minors or of CONTRACTOR staff
- 3.63.7 Notify the respective Directors of JH, YGC and YLA, or their designees, as soon as practical, of any emergency situation (including but not limited to escapes, riots, floods and natural disasters), the steps taken to ensure the health and safety of the minors, and take such additional actions as may be deemed necessary
- 3.73.8 Maintain the absolute confidentiality of all information pertaining to minors, releasing no data to anyone without prior written authorization by Probation, in accordance with section I.U (“Confidentiality”) and section II.21-20 (“Juvenile Record Information”) of this CONTRACT, being aware of the potential for criminal or civil penalties should confidential information be released to non-authorized persons
- 3.83.9 Advise each employee, in writing, of the Orange County Superior Court Administrative Orders contained in Exhibit 1 of this CONTRACT, governing the confidentiality of juvenile probation records
- 3.93.10 Make available to COUNTY, or its authorized representatives, all books, documents, papers, and records of CONTRACTOR which are deemed pertinent to services provided under this CONTRACT, for purposes of making an audit, evaluation, excerpts, or transcripts
- 3.103.11 Allow any person authorized by Probation to inspect or otherwise evaluate the work performed or being performed on the premises
- 3.113.12 Participate in any Probation-authorized research conducted to evaluate the program, complying with the confidentiality requirements specified herein, by:
 - 3.11.13.12.1 Keeping confidential any information provided by CONTRACTOR to the entity authorized by Probation to conduct the research, for the sole purpose of evaluating the program. Such information shall not be shared with entities except in aggregate or statistical form.
 - 3.11.23.12.2 Destroying, upon completion of program evaluation, all records with individual identifiers, with the exception of any records that must be retained, in a secure area, to meet audit requirements

4.0 Measurable Outcomes

CONTRACTOR shall provide services to help minors achieve the following goals:

- 4.1 Attainment of certificates of completion and competencies based upon successful acquisition of specific employability skills
- 4.2 Earning of high school elective credits for CTT class attendance and work-based learning
- 4.3 Learning Microsoft Office software program applications
- 4.4 Evaluations from supervisors of work-based learning
- 4.5 Completion of career portfolios that include job search documents such as resumes, cover letter, letters of reference and work samples
- 4.6 Completion of assessment inventories that give direction for future plans
- 4.7 Interviewing opportunities

5.0 COUNTY’s Responsibilities

COUNTY shall:

- 5.1 Have final authority and responsibility for decisions affecting services required under this CONTRACT
 - 5.2 Conduct a background investigation on each individual identified as assigned to perform services under this CONTRACT in accordance with section III.3.1 (“Other CONTRACTOR Responsibilities – Background Clearance”) above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check **with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any 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 to the individual
- 5.3 Assume no financial liability for the operations of CONTRACTOR in providing the contracted services, including payments in excess of the maximum contract amount specified in Section IV herein.

IV. COST/COMPENSATION FOR CONTRACT SERVICES

A. Payment/Compensation

COUNTY shall pay CONTRACTOR for services rendered under this CONTRACT as follows:

~~1. For the Period September 1, 2013 through August 31, 2014~~

<u>Salaries</u>	
Two Career Training for Transition Instructors	\$126,000
Two Job Placement Specialists	103,552
Program Administrator	5,000
Administrative Services Manager	3,220
	<u>\$237,772</u>
Benefits	\$113,244
Operating Expenses	\$ 12,984
	<u>TOTAL \$364,000</u>

2.1. In the event that this CONTRACT is renewed pursuant to section II.2.1 (“Additional Terms and Conditions – Term – Renewal”) herein, ~~for the period September 1, 2014 through August 31, 2015~~ For the period September 1, 2014 through August 31, 2015:

<u>Salaries</u>	
Two Career Training for Transition Instructors	\$126,000
Two Job Placement Specialists	103,552
Program Administrator	4,000
Administrative Services Manager	1,957
	<u>\$235,509</u>
Benefits	\$120,846
Operating Expenses	\$ 7,645
	<u>TOTAL \$364,000</u>

3.2. In the event that this CONTRACT is renewed pursuant to section II.2.1 (“Additional Terms and Conditions – Term - Renewal”) herein, for the period September 1, 2015 through August 31, 2016:

<u>Salaries</u>	
Two Career Training for Transition Instructors	\$126,000
Two Job Placement Specialists	<u>103,552</u>
Program Administrator	5,000
Administrative Services Manager	3,220
	<u>\$229,552</u>
Benefits	\$129,113
Operating Expenses	\$ 5,335
	<u>TOTAL \$364,000</u>

B. Invoicing Instructions:

1. Billing statements and invoices are to be provided monthly to Probation for the previous month's services rendered by CONTRACTOR.
2. CONTRACTOR shall send invoices to:
 - Orange County Probation Department
 - P.O. Box 10260
 - Santa Ana, CA 92711
 - Attention: Fiscal Services/Accounts Payable
3. 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 – MA-057-14010011
 - CONTRACTOR'S federal taxpayer identification number
 - Date(s) CONTRACTOR provided service
 - Services performed
 - Total amount of invoice
4. Payment will be net forty-five (45) days in arrears after receipt of an invoice. The responsibility for providing an acceptable invoice to the COUNTY for payment rests with the CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to the CONTRACTOR for correction.
5. As a condition of payment, the COUNTY may require that the CONTRACTOR furnish documentation such as detailed itemizations and receipts as may be required by the County's Auditor-Controller.
6. 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.

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

**NORTH ORANGE COUNTY
REGIONAL OCCUPATIONAL PROGRAM ***

By: _____

Title: _____

Dated: _____

By: _____

Title: _____

Dated: _____

COUNTY OF ORANGE

By: _____
Chair of the Board of Supervisors
Orange County, California

Dated: _____

Signed and certified that a copy of this Document has been delivered to the Chair of the Board per G.C. Sec. 25103, Reso 79-1535

ATTEST:

By: _____
Clerk of the Board of Supervisors
Orange County, California

Dated: _____

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

By: _____
~~Senior~~ Deputy County Counsel

Dated: _____

* If a corporation, this document must be signed by two corporate officers. The first signature must be either the Chairman of the Board, President, or any Vice President. The second signature must be 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. 11/010-903 - “Juvenile Court Hearings” dated November 23, 2011

Order No. 11/009-906 - “Public Access and Media” dated November 23, 2011

Order No. 12/003-903 - “Exchange of Information” dated March 29, 2012

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 1469
ORANGE, CA 92613 1369
PHONE (714) 335-9000
FAX (714) 335-9000
657-628-6508

Juvenile Court Administrative Order No. 11/010-903

Juvenile Court Hearings

Access to Juvenile Court hearings are governed by Welfare and Institutions Code, section 346 (dependency proceedings) and section 676 (delinquency proceedings), and California Rules of Court, rule 5.530, which restricts public access to proceedings.

A. The following persons shall be entitled to be present at Juvenile Court proceedings:

1. All persons described in subdivision (b), of Rule 5.530, California Rules of Court.
2. Members of the public to the extent provided by Welfare and Institutions Code, section 676.
3. Victims and their support persons to the extent provided by Welfare and Institutions Code, section 676.5.
4. Persons providing statements to the extent provided by Welfare and Institutions Code, section 656.2.

B. The following persons may be admitted to Juvenile Court proceedings:

1. Persons the Court deems to have a direct and legitimate interest in the particular case or the work of the Court, pursuant to Welfare and Institutions Code, sections 346 and 676.
2. Persons requested to be present and consented to by the minor, pursuant to Welfare and Institutions Code, sections 346 and 676.

C. Guidelines regarding admission to Juvenile Court proceedings:

1. Pursuant to Welfare and Institutions Code, sections 346 and 676, persons with a direct and legitimate interest in the work of the Juvenile Court may include representatives of the press, law enforcement personnel, CASA, governmental agencies, community organizations and students. Admission of such persons

shall be only to the extent authorized by the Presiding Judge of the Juvenile Court.

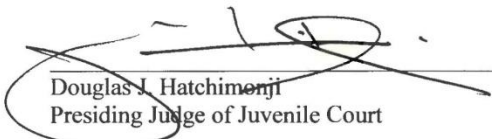
2. Persons and organizations with a direct and legitimate interest in the work of the Juvenile Court seeking admission to court proceedings shall seek authorization from the Presiding Judge, by contacting Juvenile Court Administration.
3. Persons and organizations admitted to Juvenile Court proceedings pursuant to this administrative order shall be required to sign a confidentiality agreement acknowledging the provisions of this order.
4. The parties to the Juvenile Court proceeding may object to the admission of any person or organization to a court proceeding. The Court shall take any objection into consideration in the exercise of its discretion to admit such persons or organizations or the conditions of such admission.

D. Non-Publication/Dissemination of Juvenile Court proceedings:

1. Any member of the public admitted into a Juvenile Court hearing 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 allegations 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. The terms “publish or disseminate” means: revealing information to any person through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, You Tube, blogs, or any form of personal communication.

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

Dated this 23rd Day of November, 2011


Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 995-7000
FAX (714) 995-7625
657-622-5502

Juvenile Court Administrative Order No. 11/009-906

Public Access and Media

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

A. Cellular, digital or other portable telephone with camera or other recording capabilities:

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

B. Use of Cameras and Recording Equipment:

1. Dependency: Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.
2. Delinquency: Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.
 - a. Delinquency Proceedings Described in Welfare and Institutions Code section 676(a): Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial

Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

- b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

C. Identification, Check-in and Waiting Area

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

D. Locations for Interview, Recording, Photography or Video Recording without a Court order.

1. Inside:
 - a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.
 - b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.
 - c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

2. Outside:

- a. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.
- b. Requests may be submitted for interviews and video and/or sound recording in the plaza adjacent to Lamoreaux Justice Center.
- c. No photography or video recording of juvenile shall take place at the security and/or booking entrance to the Juvenile Hall.

E. Pooling

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

F. Photography or Audio or Video Recording of Minors in Juvenile Institutions

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

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

Dated this 23rd day of November 2011


DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

Superior Court of the State of California
County of Orange



Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7628
657-622-5502

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 effecting 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.

Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

- b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

C. Identification, Check-in and Waiting Area

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

D. Locations for Interview, Recording, Photography or Video Recording without a Court order.

1. Inside:
 - a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.
 - b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.
 - c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

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 proceeding;

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. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

