



**AGREEMENT
BETWEEN
THE COUNTY OF ORANGE
AND
PADRES UNIDOS
FOR
THE PROVISION OF OUTREACH, SUPPORT
AND EDUCATION SERVICES
FOR FAMILIES OF YOUTH INVOLVED IN
THE CRIMINAL JUSTICE SYSTEM**

Contract No. MA-057-16011130

TABLE OF CONTENTS

<u>Section</u>	<u>Page No.</u>
RECITALS	4
I. GENERAL TERMS AND CONDITIONS.....	5
A. Governing Law and Venue.....	5
B. Entire Contract.....	5
C. Amendments.....	5
D. Taxes	5
E. Delivery	5
F. Acceptance/Payment	5
G. Warranty	5
H. Patent/Copyright Materials/Proprietary Infringement	6
I. Assignment or Sub-contracting	6
J. Non-Discrimination	6
K. Termination	6
L. Consent to Breach Not Waiver	8
M. Remedies Not Exclusive.....	8
N. Independent Contractor	8
O. Performance.....	8
P. Insurance.....	8
Q. Bills and Liens	10
R. Changes	10
S. Change of Ownership	Error! Bookmark not defined.
T. Force Majeure.....	10
U. Confidentiality	11
V. Compliance with Laws	11
W. Freight (FOB Destination).....	11
X. Pricing	12
Y. Waiver of Jury Trial	12
Z. Terms and Conditions.....	12
AA. Headings	12
BB. Severability.....	12
CC. Calendar Days	12
DD. Attorney Fees.....	12
EE. Interpretation	12
FF. Authority.....	12
GG. Employee Eligibility Verification	12
HH. Indemnification Provisions.....	13
II. Audits/Inspections	13
II. ADDITIONAL TERMS AND CONDITIONS	13
1. Scope of Contract	13
2. Term of Contract	13
3. Definitions:	14

4.	Compensation and Payment	14
5.	Ownership of Documents	14
6.	Publication.....	14
7.	Conflict of Interest.....	15
8.	Contingency of Funds.....	15
9.	Child Support Enforcement Requirements	15
10.	Contractor Bankruptcy/Insolvency	15
11.	Breach of Contract.....	15
12.	Remedies Not Exclusive.....	16
13.	Interpretation of Contract	16
14.	Disputes	16
15.	Conflict with Existing Law	16
16.	Errors and Omissions	17
17.	Contractor Work Hours and Safety Standards.....	17
18.	Contractor Personnel- Drug-Free Workplace	17
19.	Equal Employment Opportunity	17
20.	Americans with Disabilities Act (ADA)	18
21.	Subcontracting:.....	18
22.	Notices	18
23.	Contractor-Furnished Items.....	19
24.	Covenant against Contingent Fees	19
25.	EDD Independent Contractor Reporting Requirements	19
26.	Emergencies	20
27.	Prison Rape Elimination Act (PREA)	20
28.	Juvenile Record Information	20
29.	Background.....	21
III.	SCOPE OF WORK.....	21
1.0	Target Population and Service Overview	23
2.0	Contractor Personnel	25
3.0	Contractor Responsibilities	26
4.0	County's Responsibilities	27
IV.	COST/COMPENSATION FOR CONTRACT SERVICES	28
	Signature Page	26
Exhibit 1.0	<u>Juvenile Court Administrative Orders of the Orange County Superior Court:</u>	
	(a) Order No. A-100-2-2013 – “Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording” dated January 21, 2014	
	(b) Order No. 12/003-903 – “Exchange of Information” dated March 29, 2012	

Attachment A: County of Orange Child Support Enforcement Certification Requirements

**AGREEMENT
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FOR
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This Agreement, hereinafter referred to as “AGREEMENT”, entered into this _____ day of _____, 2015, the date enumerated for the purposes of reference only, is by and between the County of Orange, a political subdivision of the State of California, hereinafter referred to as “COUNTY,” acting through the Orange County Probation Department, hereinafter referred to as “PROBATION,” and Padres Unidos, a tax exempt, non-profit 501(c)(3) California corporation, with a place of business at 708 N. Garfield St., Santa Ana, CA 92701, 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) #057-08102015-JD, for outreach, support and education services for families of youth involved in the criminal justice system; and

WHEREAS, COUNTY has determined that CONTRACTOR’s proposed services meet or exceed the requirements and specifications of the RFP; and

NOW, THEREFORE, the Parties mutually agree as follows:

[Remainder of this page intentionally left blank]

I. GENERAL TERMS AND CONDITIONS

- A. Governing Law and Venue:** This AGREEMENT has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394. Furthermore, the PARTIES specifically agree to waive any and all rights to request that an action be transferred for trial to another county.
- B. Entire Contract:** This AGREEMENT, its Exhibit 1.0 and Attachment A, which have been incorporated, when accepted by the CONTRACTOR either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire AGREEMENT between the PARTIES with respect to the matters herein and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental contracts by any COUNTY employee or agent, including but not limited to installers of equipment, shall not be valid or binding on COUNTY unless accepted in writing by the COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent".
- C. Amendments:** No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.
- D. Taxes:** This article is not applicable and is therefore intentionally left blank.
- E. Delivery:** Time of delivery of goods or services is of the essence in this AGREEMENT. COUNTY reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or description, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind COUNTY to accept future shipments, nor deprive it of the right to return goods already accepted, at CONTRACTOR's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by COUNTY. Delivery shall not be deemed to be complete until all goods, or services, have actually been received and accepted in writing by COUNTY.
- F. Acceptance/Payment:** Unless otherwise agreed to in writing by COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the goods/services have actually been received, inspected, and tested to the satisfaction of COUNTY; and 2) payment shall be made in arrears after satisfactory acceptance.
- G. Warranty:** CONTRACTOR expressly warrants that the goods/services covered by this AGREEMENT are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon CONTRACTOR's part to indemnify, defend and hold COUNTY and its Indemnitees as identified in paragraph "HH" below, and as more fully described in paragraph "HH," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

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

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

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

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

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

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

K. Termination: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this AGREEMENT 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 AGREEMENT, or any misrepresentation or fraud on the part of the CONTRACTOR. Exercise by COUNTY of its right to terminate the AGREEMENT shall relieve COUNTY of all further obligations.

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

Notwithstanding the COUNTY's right to terminate this AGREEMENT without penalty immediately if CONTRACTOR is in default of any of its obligations under this AGREEMENT, COUNTY may permit CONTRACTOR to cure a default by providing written notice to CONTRACTOR that CONTRACTOR is in default and is required to commence curing the default within ten (10) days after receipt of the written notice and have the default cured by a specified date. If CONTRACTOR has not commenced cure within ten (10) days after receipt of the written notice of default from COUNTY and cured such default within the time specified in the notice, the COUNTY shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this AGREEMENT by giving written notice to take effect immediately. Default may include failure to carry out any of the requirements of this AGREEMENT, 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 AGREEMENT. The right of either party to terminate this AGREEMENT hereunder shall not be affected in any way by its waiver of, or failure to, take action with respect to any previous default.

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

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

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

Termination – Orderly: After receipt of a termination notice from the County of Orange, the CONTRACTOR shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written

request of the CONTRACTOR. Upon termination, COUNTY agrees to pay the CONTRACTOR for all services performed prior to termination which meet the requirements of the AGREEMENT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the AGREEMENT. Upon termination or other expiration of this AGREEMENT, 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 AGREEMENT. In addition, each party will assist the other party in orderly termination of this AGREEMENT and the transfer of all assets, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

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

- L. **Consent to Breach Not Waiver:** No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented. Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this AGREEMENT 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 AGREEMENT 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 AGREEMENT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. CONTRACTOR shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other goods/services furnished by the CONTRACTOR under this AGREEMENT. CONTRACTOR shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by subcontractors.
- P. **Insurance:** Prior to the provision of services under this AGREEMENT, 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 AGREEMENT 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 AGREEMENT. In addition, all subcontractors performing work on behalf

of CONTRACTOR pursuant to this AGREEMENT 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.

This AGREEMENT may be terminated if CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACTOR as required herein.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States of ambest.com**.

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

- 1) CONTRACTOR shall provide an Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

- 2) A primary non-contributing endorsement evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

Orange County Probation Department
Attn: Contracts Manager/AFD Contracts Division
P.O. Box 10260
Santa Ana, CA 92711-0260

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

COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this AGREEMENT 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 AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

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

COUNTY reserves the right to immediately terminate the CONTRACT in the event the COUNTY determines that the assignee is not qualified or is otherwise unacceptable to the COUNTY for the provision of services under the CONTRACT.

In addition, CONTRACTOR has the duty to notify the COUNTY in writing of any change in the CONTRACTOR'S status with respect to name changes that do not require an assignment of the CONTRACT. The CONTRACTOR is also obligated to notify the COUNTY in writing if the CONTRACTOR becomes a party to any litigation against the COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR'S performance under the CONTRACT, as well as any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to or during the period of CONTRACT performance. While CONTRACTOR will be required to provide this information without prompting from the COUNTY any time there is a change in CONTRACTOR'S name, conflict of interest or litigation status, CONTRACTOR must also provide an update to the COUNTY of its status in these areas whenever requested by the COUNTY.

The CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to the CONTRACTOR'S employees, agents, and subcontractors associated with the provision of goods and services provided under this CONTRACT. The CONTRACTOR'S efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

- 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 AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided CONTRACTOR gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and CONTRACTOR avails himself of any available remedies.
- U. **Confidentiality:** CONTRACTOR agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this AGREEMENT. All such records and information shall be considered confidential and kept confidential by CONTRACTOR and CONTRACTOR's staff, agents and employees.
- V. **Compliance with Laws:** CONTRACTOR represents and warrants that services to be provided under this AGREEMENT shall fully comply, at CONTRACTOR's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. CONTRACTOR acknowledges that COUNTY is relying on CONTRACTOR to ensure such compliance, and pursuant to the requirements of paragraph "HH" below, CONTRACTOR agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- W. **Freight (FOB Destination):** This article is not applicable and is therefore intentionally left blank.

- X. **Pricing:** The AGREEMENT 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 AGREEMENT, and no additional compensation will be allowed therefore, unless otherwise provided for in this AGREEMENT.
- Y. **Waiver of Jury Trial:** This article is intentionally left blank.
- Z. **Terms and Conditions:** CONTRACTOR acknowledges that it has read and agrees to all terms and conditions included in this AGREEMENT.
- AA. **Headings:** The various headings and numbers herein, the grouping of provisions of this AGREEMENT 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 AGREEMENT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- CC. **Calendar Days:** Any reference to the word “day” or “days” herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.
- DD. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this AGREEMENT, 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 AGREEMENT has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT. 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 AGREEMENT by any other PARTY hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived. The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.
- FF. **Authority:** The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.
- GG. **Employee Eligibility Verification:** CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by the law. CONTRACTOR shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against CONTRACTOR or the COUNTY or both in connection with any alleged violation

of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.

HH. Indemnification Provisions: CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold the COUNTY, its officers, elected and appointed officials, employees, agents and those special districts and agencies for which the County's Board of Supervisors acts as the governing Board ("COUNTY Indemnitees"), harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, or other performance provided by CONTRACTOR pursuant to this AGREEMENT. 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 AGREEMENT. The inspection and/or audit will be confined to those matters connected with the performance of the AGREEMENT including, but not limited to, the costs of administering the AGREEMENT. The COUNTY will provide reasonable notice of such an audit or inspection.

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

CONTRACTOR agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated under this AGREEMENT 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 AGREEMENT.

Should CONTRACTOR cease to exist as a legal entity, 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. Scope of Contract: This AGREEMENT, together with its Exhibit 1.0 and Attachment A, 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 AGREEMENT.

2. Term of Contract: The term of this CONTRACT shall be for the one-year period commencing on January 13, 2020 through January 12, 2021, 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

Paragraph S – Change of Ownership/Name, Litigation Status, Conflicts with County Interests

Section II, Additional Terms and Conditions:

Paragraph 8.0 – Contingency of Funds

Paragraph 9.0 – Child Support Enforcement Requirements

Paragraph 10.0 – Contractor Bankruptcy/Insolvency

Paragraph 15.0 – Conflict with Existing Law

Paragraph 18.0 – Contractor Personnel- Drug-Free Workplace

Paragraph 23.0 – Covenant against Contingent Fees

2.1 ~~**Renewal:** This CONTRACT may be renewed under the same terms, conditions, scope of work, and pricing, for an additional one (1) year period, 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. **Definitions:**

3.1 **Probation Project Manager** – As used herein, the term “Probation Project Manager” shall mean an individual appointed by Probation to act as liaison with the CONTRACTOR throughout the term of this Agreement. For purposes of this Agreement, the Probation Project Manager for youth in juvenile facilities shall be the Juvenile Hall Division Director or his designee, and for youth under field supervision, the Probation Project Manager shall be the Division Director of Juvenile Supervision or his designee.

4. **Compensation and Payment:** CONTRACTOR agrees to accept the specified compensation as set forth in Section IV of this AGREEMENT, titled “Cost/Compensation for Contract Services,” for the actual services provided, as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by CONTRACTOR of all its duties and obligations hereunder.

5. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this AGREEMENT by CONTRACTOR that is specific and unique to the COUNTY and not considered as CONTRACTOR proprietary information, background intellectual property, or an improvement to CONTRACTOR's background intellectual property or methods. All documents, reports and other incidental or derivative work or materials furnished hereunder not containing CONTRACTOR proprietary information, background intellectual property, or an improvement to CONTRACTOR's background intellectual property or methods shall become, and remain, the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials directly connected to the COUNTY or containing materials, data, or information specific to the COUNTY shall be used by CONTRACTOR without the express written consent of the COUNTY.

6. **Publication:** No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are to be released by CONTRACTOR and/or anyone acting under the supervision of CONTRACTOR to any person, partnership, company, corporation, or agency, without prior written approval by the COUNTY, except as necessary for the performance of the services of this AGREEMENT. All press releases, including graphic display information to

be published in newspapers, magazines, etc., are to be administered only by the COUNTY unless otherwise agreed to by both PARTIES.

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

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

8. **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 AGREEMENT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this AGREEMENT without penalty.

9. **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 AGREEMENT, but prior to official award of AGREEMENT, CONTRACTOR hereby agrees to furnish the assigned deputy purchasing agent with the required data and certifications, in the form of Attachment A to this AGREEMENT, 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:~~

~~9.1 — A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and~~

~~9.2 — A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.~~

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

10. **Contractor Bankruptcy/Insolvency:** If CONTRACTOR should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of CONTRACTOR's insolvency, the COUNTY may terminate this AGREEMENT.

11. **Breach of Contract:** The failure of CONTRACTOR to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event the COUNTY may take action as outlined in Section I – General Terms and Conditions, "Termination".

12. **Remedies Not Exclusive:** The remedies for breach set forth in this AGREEMENT 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 AGREEMENT does not preclude resort by either PARTY to any other remedies provided by law.
13. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this AGREEMENT, interpretation and clarification, as necessary, shall be determined by the COUNTY's assigned deputy purchasing agent. If discrepancies in AGREEMENT exist between CONTRACTOR and the COUNTY's assigned deputy purchasing agent in interpreting the provision(s), final interpretation and clarification shall be determined by the COUNTY's Purchasing Agent or his/her designee.
14. **Disputes:**
- 14.1 The PARTIES shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this AGREEMENT is not disposed of in a reasonable period of time by CONTRACTOR and Probation Division Directors, such matter shall be brought to the attention of the County's Purchasing Agent by way of the following process:
- 14.1.1 CONTRACTOR shall submit to the agency/department assigned buyer a written demand for a final decision regarding the disposition of any dispute between the PARTIES arising under, related to, or involving this AGREEMENT, unless the COUNTY, on its own initiative, has already rendered such a final decision.
- 14.1.2 CONTRACTOR's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the AGREEMENT, 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 AGREEMENT adjustment for which CONTRACTOR believes the COUNTY is liable.
- 14.2 Pending the final resolution of any dispute arising under, related to, or involving this AGREEMENT, CONTRACTOR agrees to diligently proceed with the performance of this AGREEMENT, including the delivery of goods and/or provision of services. CONTRACTOR's failure to diligently proceed shall be considered a material breach of this AGREEMENT.
- Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY's Purchasing Agent or his/her designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of CONTRACTOR's demand, it shall be deemed a final decision adverse to CONTRACTOR's contentions. The COUNTY's final decision shall be conclusive and binding regarding the dispute unless CONTRACTOR commences action in a court of competent jurisdiction to contest such decision within ninety (90) days following the date of the COUNTY's final decision or one year following the accrual of the cause of action, whichever is later.
15. **Conflict with Existing Law:** CONTRACTOR and the COUNTY agree that if any provision of this AGREEMENT is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the AGREEMENT 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 AGREEMENT, the AGREEMENT shall be terminated in a manner commensurate with interests of both PARTIES to the maximum extent reasonable.

16. **Errors and Omissions:** All reports, files and other documents prepared and submitted by CONTRACTOR shall be complete and shall be carefully checked by CONTRACTOR prior to submission to the COUNTY. CONTRACTOR agrees that COUNTY review is discretionary and CONTRACTOR shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving CONTRACTOR 's reports, files and other written documents, the reports, files or documents will be returned to CONTRACTOR for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by CONTRACTOR after COUNTY approval thereof, COUNTY approval of CONTRACTOR's reports, files or documents shall not be used as a defense by CONTRACTOR in any action between the COUNTY and CONTRACTOR, and the reports, files or documents will be returned to CONTRACTOR for correction.
17. **Contractor Work Hours and Safety Standards:** CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with federal, state and COUNTY safety regulations and laws.
18. **Contractor Personnel- Drug-Free Workplace:** CONTRACTOR hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. CONTRACTOR will:
 - 18.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
 - 18.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 18.2.1 The dangers of drug abuse in the workplace;
 - 18.2.2 The organization's policy of maintaining a drug-free workplace;
 - 18.2.3 Any available counseling, rehabilitation and employee assistance programs; and
 - 18.2.4 Penalties that may be imposed upon employees for drug abuse violations.
 - 18.3 Provide as required by Government Code Section 8355(c) that every employee who works under this AGREEMENT:
 - 18.3.1 Will receive a copy of the company's drug-free policy statement; and
 - 18.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this AGREEMENT.
 - 18.4 Failure to comply with these requirements may result in suspension of payments under the AGREEMENT or termination of the AGREEMENT or both, and CONTRACTOR may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:
 - 18.4.1 CONTRACTOR has made false certification, or
 - 18.4.2 CONTRACTOR violates the certification by failing to carry out the requirements as noted above.
19. **Equal Employment Opportunity:** CONTRACTOR shall comply with U.S. Executive Order 11426 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as

supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. CONTRACTOR shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

21. **Subcontracting:** No performance of this AGREEMENT or any portion thereof may be assigned or subcontracted by the CONTRACTOR without the express written consent of the COUNTY. Any attempt by the CONTRACTOR to assign or subcontract any performance of this AGREEMENT without the express written consent of the COUNTY shall be invalid and shall constitute a breach of this AGREEMENT.

In the event that the contractor is authorized by the COUNTY to subcontract, this AGREEMENT shall prevail and the terms of the subcontract shall incorporate by reference and not conflict with the terms of this AGREEMENT. In the manner in which the COUNTY expects to receive services, the COUNTY shall look to the CONTRACTOR for performance and not deal directly with any subcontractor. All matters related to this AGREEMENT shall be handled by the CONTRACTOR with the COUNTY; the COUNTY will have no direct contact with the subcontractor in matters related to the performance of this AGREEMENT. All work must meet the approval of the County of Orange.

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

TO: COUNTY
Orange County Probation Department

TO: CONTRACTOR
Padres Unidos

1055 North Main Street, 5th Floor
 Santa Ana, CA 92701
 Attn: Chief Deputy Probation Officer,
 Juvenile Intake & Detentions Bureau

708 N. Garfield St.
 Santa Ana, CA 92701
 Attn: Contract Services

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

24. **Covenant against Contingent Fees:** CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this AGREEMENT 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 AGREEMENT 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.

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

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

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

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

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

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

Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code 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/Employer_Services.htm.

26. **Emergencies:** Any emergency situation affecting the welfare of program participants including, but not limited to escapes, riots, fires, floods and natural disasters, shall be immediately communicated between the PARTIES.
27. **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.
28. **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 following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as Exhibit 1.0 and incorporated herein by reference: “(a) Order No. A-100-2-2013 – “Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording” dated January 21, 2014; and (b) Order No. 12/003-903 – “Exchange of Information” dated March 29, 2012. Said Juvenile Court Administrative Orders govern the confidentiality of juvenile probation records.

The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

Juvenile Record Information is understood to include all records and data, which identify the subject of the information, and as respects any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, but is not limited to the subject’s offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by CONTRACTOR or not.

CONTRACTOR shall be responsible for safeguarding all information provided by Probation for use by CONTRACTOR.

29. ~~**Background:** CONTRACTOR shall, at least thirty (30) days prior to the start of the AGREEMENT, 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 AGREEMENT so that PROBATION can conduct background investigations of those assigned individuals as required by this AGREEMENT. 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.~~

~~CONTRACTOR shall, notify Probation Department Background Unit in writing within thirty (30) days of separation the name of any approved individual who leaves the CONTRACTOR's employment.~~

~~PROBATION shall conduct a background investigation on each individual identified as assigned to perform services under this AGREEMENT. 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 AGREEMENT.~~

~~All CONTRACTOR Personnel assigned under this AGREEMENT are required to receive prior background clearance from PROBATION before providing any services. A representative from PROBATION's Background Unit will notify CONTRACTOR as to whether or not each individual has passed background. If an individual is denied clearance, neither the COUNTY nor PROBATION will provide a reason for the denial to the CONTRACTOR or individual.~~

Intentionally left blank.

30. **Contractors Personnel Requirements:** All employees must pass the Probation's security clearance and meet all requirements as set forth below:

30.1 All Contractor's employees assigned to perform the work under this Contract shall be subject to background checks in accordance with Section III ("Scope of Work"), subsection 3.3 ("Probation Background Investigation"). Clearance must be updated and renewed for every Vendors, every five (5) years until contract expires or employee separates from company

30.2 No person shall be assigned to perform the work under this Contract that **has not** received prior clearance from the Probation Department.

30.3 Contractor is responsible for ensuring that anytime an employee is assigned to perform work pursuant to this Contract that a security clearance request is submitted and approved in accordance with Section III ("Scope of Work"), subsection 2.2 ("Contractor Background Clearance"), prior to that employee requiring access to such premises for providing services under this Contract.

30.4 Contractor security clearance information shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying clearance.

30.5 Contractor's employees who will be assigned to perform services under this Contract shall complete the following forms: FBI Criminal Justice Information Services and Security Addendum (CJIS) (attached hereto as Exhibit 2), Employee/Volunteer Statement Form (attached hereto as Exhibit 3), Employee Acknowledgement of Employer Form (attached hereto as Exhibit 4) and Confidentiality of CORI Information (attached hereto as Exhibit 5).

30.6 Contractor shall additionally sign the CLETS Private Contractor Management Control Agreement (attached hereto as Attachment B) in order to provide Contractor access to such information as may be needed to perform services under the Contract, provided it is understood Contractor will not have access to the CLETS system itself. Based on the level of CLETS/NCIC access granted to Contractor, Contractor's employees who will be assigned to perform services under this Contract may be required to complete CLETS/NCIC Training.

31. Security Requirements:

31.1 Contractor shall, with the respect to all employees of Contractor performing services hereunder:

31.1.1 Perform background checks as the past employment history. Contractor may not rely on Probation's background security clearance (hereinafter "security clearance", "background clearance" or "background investigation") as set forth in Section III ("Scope of Work"), subsection 2.2 ("Contractor Background Clearance") and subsection 3.3 ("Probation Background Investigation")

31.1.2 Inquire as to past criminal felony convictions.

31.1.3 Ascertain that those employees who are required to drive in the course of performing services hereunder have valid California driver's licenses and no DUI convictions within two (2) years prior to commencement of services hereunder

31.2 Contractor shall not assign to County property any Contractor personnel as to whom the foregoing procedures indicate:

31.2.1 Inability or unwillingness to perform in a competent manner

31.2.2 Past criminal convictions for theft, burglary or conduct causing property damage or mental or physical harm to persons

31.2.3 Where such employee's duties include driving a vehicle, absence of a valid California driver's license or a DUI conviction within the prior two (2) years

31.2.4 Usage of illegal drugs or other substances

31.2.5 If any of the problems identified with respect to Contractor's employees are discovered after assignment of an employee to County property, or if County otherwise reasonably deems an assigned employee unacceptable, Contractor shall remove and replace such employee at the County property

31.2.5 Nothing herein shall render any employee of Contractor an employee of County

III. SCOPE OF WORK

1.0 Target Population and Service Overview

1.1 Target Population

CONTRACTOR shall provide outreach, support and education services to parents, guardians or adult family members of youth who are wards of the Juvenile Court, incarcerated in a juvenile facility or are being adjudicated in Juvenile Court, as well as incarcerated youth participants indentified by Probation Officers and institutional staff.

1.2 Service Overview

Services to be provided under this AGREEMENT shall focus on the following four (4) main components:

a) Provision of Family Support and Information

1. CONTRACTOR shall serve as an advocate and mentor for families of incarcerated youth and shall provide the information and support needed in each stage of the juvenile justice process.
2. The goals of this component are to:
 - Strengthen families; build family resilience
 - Improve communication between families of incarcerated youth and the Probation Department
 - Assist families in working with the juvenile justice system to increase community safety
 - Assist in safely reintegrating the youth into their family and society, and promote a culture of shared responsibility between the family, the Probation Department and the community
3. CONTRACTOR shall provide Community Workers seven (7) days a week, primarily at Juvenile Hall, or in other locations as needed and agreed upon by the Probation Project Manager and CONTRACTOR to provide information and services to parents with youth currently in the juvenile justice system.
 - Community Workers should provide needs-based case management and caring support including but not limited to:
 - i. Basic services to help parents address short-term circumstances generated by delinquent behaviors of youth, and assistance with complying with requirements and mandates of the adjudication process
 - ii. Resources and referrals to families to attain services to address identified needs

- iii. Intensive services involving a structured assessment, using a hand-to-hand approach to identify, access and secure services for families

b) Parent Outreach and Education Program

1. CONTRACTOR shall engage parents by conducting outreach to enroll parents, guardians or adult family members of incarcerated youth into a thirty (30)-week parent outreach and education program, and provide parent support services to program participants.

- During the 30-week program, CONTRACTOR shall conduct outreach for four (4) weeks prior to the commencement of classes during visiting hours at the juvenile facilities identified by PROBATION, and once every month during the first three (3) months of the 30-week program.

The remaining twenty-six (26) weeks shall include educational class sessions and special events

2. CONTRACTOR shall enroll at least forty (40) parents, guardians and family members for the Parent Outreach and Education Program
3. At the start of the 26-week sessions, CONTRACTOR shall administer a needs assessment to determine the appropriate needs-based curriculum
4. The objectives of the parent education program should include but may not be limited to the following:
 - Engage parents in acquiring parenting knowledge and information
 - Strengthen families whose children are engaged in unlawful behaviors that led to involvement in the criminal justice system
 - Teach parents/guardians how to identify and respond to early signs of dangerous behavior and conduct
 - Increase parent involvement in their children's lives
 - Provide support for parents facing difficult situations
 - Create specialized educational sessions that respond to specific needs of parents of at-risk youth
 - Reinforce the importance of education and the role parents play in promoting educational achievement
 - Help program participants strengthen parenting skills and build resilience
5. At the close of each 30-week course, CONTRACTOR shall hold a graduation ceremony to recognize parents' efforts, accomplishments and plans to increase family and community safety.

c) Parent and Teen Conjoint Program

1. Contractor shall seek to engage parents and teens in a conjoint program that is built upon a needs-based curriculum.
2. The parent and teen program should include activities that help parents and teens interact in a controlled and supportive environment in which they can practice and improve communication skills and build and strengthen the parent and teen relationship.
3. CONTRACTOR shall provide a Parent and Teen Conjoint Program for twenty-six (26) weeks with four (4) weeks of preparation to foster a skill-building approach for parents and their teens.
4. CONTRACTOR shall serve at least thirty (30) incarcerated teens and thirty (30) parents/guardians in this program, with trained staff available at all sessions.
5. The objectives of the parent and teen program should include but may not be limited to:
 - Educate parents and teens about effective communication skills, respectful expression of feelings and shared experiences
 - Teach parents and teens how to identify and change destructive behaviors
 - Improve parent-teen relationships and build parenting skills to decrease the likelihood of recidivism

d) Parent Mentor and Ongoing Support Program

1. CONTRACTOR shall establish a structured mentoring program for parents who have successfully participated in CONTRACTOR's Parent Outreach and Education Program, or may otherwise be identified as appropriate participants for the mentor program.
2. CONTRACTOR shall provide training to select parents to develop their ability to mentor other parents of youth involved in the juvenile justice system.
3. CONTRACTOR shall develop and establish an autonomous association of mentor parents and encourage and support ongoing formal commitment of participants in the parent mentor program to providing long term care for families of youth involved in the criminal justice system. Parents mentors shall work under the supervision of Padres Unidos management to ensure quality and continued learning in line with this AGREEMENT.
4. The Parent Mentor and Ongoing Support Program should emphasize the importance of properly addressing conflict and negative actions in the home.

2.0 Contractor Personnel

CONTRACTOR shall provide adequate staffing to provide the services required under this AGREEMENT. CONTRACTOR shall provide at least the following positions and FTEs, which may be adjusted with mutual agreement between PARTIES as necessary during the life of the AGREEMENT, so long as the total approved annual cost of the AGREEMENT is not exceeded.

Position	FTE
Executive Director	0.47
Clinical Supervisor	0.38
Program Manager	0.96
Community Workers	1.03
Coordinators	0.91
Educators	0.34
Group Facilitators	0.22
Activity Leaders	0.25
Class and Program Support	0.46
Volunteers	1.30
TOTAL	6.32

3.0 Contractor Responsibilities

CONTRACTOR shall:

2.1 To the best of its ability and experience, at all times loyally and conscientiously perform all of the duties and obligations, expressed or implied, as required by the terms of this AGREEMENT.

2.2 ~~At least thirty (30) days prior to the start of the CONTRACT MA 057-16011130, or as soon as possible thereafter, CONTRACTOR shall email a list of persons who will be assigned to perform services under this CONTRACT MA 057-16011130 to: Prob-VendorBackgrounds@prob.ocgov.com, so that Probation can conduct background investigations of those assigned individuals as required by this CONTRACT MA 057-16011130. 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.~~

~~Within thirty (30) days of separation of any approved individual who leaves the CONTRACTOR's employment, CONTRACTOR shall notify Probation of such separation, by email to: Prob-VendorBackgrounds@prob.ocgov.com~~

Contractor Background Clearance: At least 30 days prior to the start of the Contract, or as soon as possible thereafter, Contractor shall email a list of current employees who will be assigned to perform services under this Contract to Prob-VendorBackgrounds@prob.ocgov.com and carbon copy to Prob-Purch@prob.ocgov.com, so that Probation can conduct background investigations of those assigned employees as required by this 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 employee, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

Notify Probation Department Background unit in writing within 30 days of separation the name of any approved employee who leaves the contractor's employment.

- 2.3 Provide an adequate level of qualified personnel to provide services under this AGREEMENT to the target population.
- 2.4 Outcome Measurements and Reporting
 - a. Conduct pre and post program assessments of each participant to identify their needs and help track impacts of program participation.
 - b. Track and provide regular updates/reports to PROBATION management on the needs of the program and measureable outcomes, including the results of pre and post program assessments of participants.
 - c. Utilize exit surveys, and other outcome measurement tools as necessary, to assess facilitator performance, class impact, improvement in parent understanding of topics and in parent-child communication.
- 2.5 Be culturally competent, and based on participant needs, provide classes and any program materials in Spanish and/or English language.
- 2.6 Provide childcare for parents or guardians who care for younger children to encourage and facilitate participation in CONTRACTOR's programs.
- 2.7 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.28 ("Juvenile Record Information") of this AGREEMENT, being aware of the potential for criminal or civil penalties should confidential information be released to non-authorized persons.
- 2.8 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 AGREEMENT, for purposes of completing an audit, evaluation, excerpts, or transcripts.

4.0 County's Responsibilities

County shall:

- 3.1 Have final authority and responsibility for decisions affecting services required under this AGREEMENT.
- 3.2 Provide COUNTY space to CONTRACTOR for the provision of services under this AGREEMENT, which COUNTY location may be changed throughout the life of this AGREEMENT as necessary.
- 3.3 ~~Conduct a background investigation on each individual identified as assigned to perform services under this CONTRACT MA 057-16011130 in accordance with Section 2.2 herein. 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 MA 057-16011130.~~

~~All CONTRACTOR Personnel assigned under this CONTRACT MA 057-16011130 are required to receive prior background clearance from Probation before providing any services. A representative from Probation's Background Unit will notify CONTRACTOR as to whether or not each individual has passed background. If an individual is denied clearance, neither the COUNTY nor Probation will provide a reason for the denial to the CONTRACTOR or individual.~~

Probation Background Investigation: Conduct a background investigation on each Contractor's current employees identified as assigned to perform services under this Contract in accordance with Scope of Work Section III (Scope of Work), subsection 2.2 (Contractor Background Clearance) above. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any Contractor's employees approved to perform services under this Contract.

All Contractor Employees 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 employee has passed background. If an employee is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or to the employee.

- 3.4 Assume no financial liability for the operations of the CONTRACTOR except as set forth in this AGREEMENT.

IV. COST/COMPENSATION FOR CONTRACT SERVICES

A. Payment/Compensation:

1. COUNTY shall compensate CONTRACTOR for services rendered under this AGREEMENT as follows:

1.1 For the period January 13, 2016 – January 12, 2019:

COUNTY will pay CONTRACTOR monthly in arrears in an annual amount not to exceed two hundred eighty-seven thousand, two hundred eighty-three dollars (\$287,283) for services rendered under this AGREEMENT as follows:

- a) Salaries and employee benefits (S&EB) in an annual amount not to exceed two hundred thirty-three thousand, twenty dollars (\$233,020); and
- b) Operating costs including but not limited to program materials, program participant transportation costs (e.g., bus passes), event costs, phone and internet, parking and travel, etc. for a total annual amount not to exceed forty-seven thousand, two hundred seventy-three dollars (\$47,273); and
- c) Indirect costs at 3% of total S&EB, which is an annual amount not to exceed six thousand, nine hundred ninety-one dollars (\$6,991).

1.2 For the period January 13, 2019 – January 12, 2021:

In the event both PARTIES elect to renew this AGREEMENT, COUNTY will pay CONTRACTOR monthly in arrears in an annual amount not to exceed two hundred ninety-six, eight hundred eighty-four dollars (\$296,884) for services rendered under this AGREEMENT as follows:

- a) Salaries and employee benefits (S&EB) in an annual amount not to exceed two hundred forty-two thousand, three hundred forty dollars (\$242,340); and
- b) Operating costs including but not limited to program materials, program participant transportation costs (e.g., bus passes), event costs, phone and internet, parking and travel, etc. for a total annual amount not to exceed forty-seven thousand, two hundred seventy-three dollars (\$47,273); and

Indirect costs at 3% of total S&EB, for an annual amount not to exceed seven thousand, two hundred seventy dollars (\$7,270).

- 2. At any point during the life of this AGREEMENT, PARTIES may agree to reallocate available and approved funding between S&EB and Operating costs to best fulfill the requirements of this AGREEMENT so long as the total annual AGREEMENT amount is not exceeded.

B. Payment/Invoicing Instructions:

- 1. CONTRACTOR shall submit invoices to the Probation Project Manager at:

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attention: Juvenile Hall Division Director

- 2. Probation's Juvenile Hall Division Director shall be the Probation Project Manager for purposes of this AGREEMENT, pursuant to Section II, Paragraph 3.1 (Additional Terms and Conditions: Probation Project Manager). The Probation Project Manager may designate the Supervising Probation Officer (SPO) for Juvenile Hall to verify the accuracy of invoices submitted by CONTRACTOR in relation to services actually provided for the period invoiced by CONTRACTOR. Following such verification and approval, the SPO shall forward CONTRACTOR's invoices to PROBATION's Accounts Payable Unit for payment processing.
- 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
 - CONTRACTOR's federal taxpayer identification number
 - Date(s) CONTRACTOR provided service
 - Rate and/or specific description of services provided
 - Total amount of invoice
- 4. Payment will be made within forty-five (45) days after receipt of an invoice. The responsibility for providing an acceptable invoice to the COUNTY for payment rests with CONTRACTOR. Incomplete or incorrect invoices are not acceptable and will be returned to CONTRACTOR for correction.
- 5. COUNTY may withhold or delay any payment should CONTRACTOR fail to comply with any of the provisions set forth in this AGREEMENT.

6. As a condition of payment, the COUNTY may require that CONTRACTOR furnish documentation such as detailed itemizations and receipts as may be required by the COUNTY's Auditor-Controller.
7. Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any services invoiced or billed under this AGREEMENT and shall not be construed as acceptance of any part of the services.
8. CONTRACTOR shall not claim reimbursement for services provided beyond the expiration or termination date of this AGREEMENT, except as may otherwise be provided in this AGREEMENT.

[Remainder of this page intentionally left blank]

The PARTIES hereto have executed this AGREEMENT on the dates shown opposite their respective signatures below.

PADRES UNIDOS*

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

* 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.

COUNTY OF ORANGE

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

Dated: _____

SIGNED AND CERTIFIED THAT A COPY OF THIS
AGREEMENT HAS BEEN DELIVERED TO THE CHAIR
OF THE BOARD PER G.C. Sec 25103, Reso 79-1535
Attest:

Robin Stieler
Interim Clerk of the Board
County of Orange, California

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

Senior Deputy County Counsel

Dated: _____

EXHIBIT 1.0

Juvenile Court Administrative Orders of the Orange County Superior Court

- (a) Juvenile Court Administrative Order No. A-100-2-2013 – “Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording” dated January 21, 2014
- (b) Juvenile Court Administrative Order No. 12/003-903 – “Exchange of Information” dated May 7, 2018



Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

Superior Court of California County of Orange

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 622-5502

Orange County Juvenile Court Administrative Order: A-100-2-2013

Juvenile Court Proceedings: Media and Public Access; Confidentiality; Photography/Audio/Video Recording.

A. Applicability of Order:

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

B. Admission to Juvenile Court proceedings:

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

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

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

January 21, 2014

Page 3

- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
 - The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 188, 210 – 203.)
- b) Persons seeking admission to Juvenile Court proceedings may submit a request in writing that addresses the factors listed in subparagraph (a).

5. Except for persons associated with a party to a particular case whose presence was requested by the parent, guardian or minor, all persons admitted into Juvenile Court proceedings, because they have been determined to have a direct and legitimate interest in the particular case or the work of the court, before attending a proceeding, shall be required to report to Juvenile Court Administration to sign an acknowledgement of the provisions of this administrative order.

C. Prohibition against publication or dissemination of information regarding Juvenile Court proceedings:

1. Pursuant to Sections 300.2 and 827(a)(4), Local Rule 903.3 is reiterated, to wit: with the exception of cases involving offenses listed in Section 676, any member of the public admitted into a Juvenile Court proceeding shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegation made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order.
- a) The terms "publish or disseminate" means: revealing information to any person, by any means, including through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, YouTube, Instagram, blogs, or any other form of personal communication.
2. News media, researchers, students or academic institutions may publish or disseminate of information regarding Juvenile Court proceedings only to the extent authorized and limited by an express order by the Presiding Judge of Juvenile Court.

D. Use of cellular telephones, recording or photographing Juvenile Court proceedings:

1. Use of cellular phones in a Juvenile Court courtroom by all persons is prohibited. Use of cellular phones includes: making or receiving phone calls, making or replying to text messages, accessing for any purpose the Internet, including posting messages on Facebook, Twitter or Instagram, or playing games.
- a) Persons may utilize cellular phones in the public hallways of the courthouse, so long as such use does not disrupt the operation and business of the Court.
- b) Orange County Sheriff's Department personnel are authorized to admonish or remove from the courtroom any person using a cellular device in a courtroom or disrupting the operation and business of the Court, immediately seize the cellular device, and/or remove the person from the courthouse.
2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court

staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.

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

E. Media admission and coverage of Juvenile Court proceedings:

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

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

Superior Court of California
County of Orange

Page 6

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

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


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

F. Minors in juvenile institutions:

1. The term "juvenile institution" means: any jail, lock-up, juvenile hall, secure and non-secure detention facilities used to house juveniles; any juvenile day centers, ranches and camps; any emergency shelter home, group home, or foster home; operated by or on behalf of the Orange County Probation Department and/or Orange County Social Services Agency.
2. Except as expressly authorized by the Presiding Judge of Juvenile Court, interviews by the media of any juvenile housed in or attending a juvenile institution is prohibited.
3. Except as expressly authorized by the Presiding Judge of Juvenile Court, photography, audio or video recording, by any means, by members of the public and the media of any juvenile housed in or attending a juvenile institution is prohibited.

SO ORDERED.

Date: 1/21/14



Maria D. Hernandez
Presiding Judge of Juvenile Court

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOUE JUSTICE CENTER

JUL 05 2018

DAVID M. YAMASAKI, Clerk of the Court
J. Wautlet, DEPUTY

JUVENILE COURT ADMINISTRATIVE ORDER NO. 12/003-903

Revised: May 7, 2018

EXCHANGE OF INFORMATION

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

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

1. In WIC Section 709 Proceedings

In proceedings wherein a doubt has been declared as to a current ward's competency pursuant to WIC Section 709, there may be an exchange of information concerning a current ward "only among 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,... local school", and the Orange County Public Defender's Office. (Super. Ct. Orange County, Local Rules, Rule 903.1; see also Superior Court of California, County of Orange Administrative Order re: Competency (WIC § 709); Administrative Order No. 13/010, Revised: March 7, 2013.) For minors who have not yet been declared wards of the Orange County Juvenile Court and for whom a doubt as to competency has been

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

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

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

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

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

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

1 4. *To the Social Security Administration*

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

6 5. *Law Enforcement Agencies and Federal Officials*

7 The exchange and/or dissemination of information from a juvenile case file to law enforcement
8 agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the
9 disclosure and/or dissemination “of juvenile information to federal officials absent a court order of the
10 judge of the juvenile court upon filing a petition as provided” in WIC Section 827, subdivisions
11 (a)(1)(P) or (a)(4). For purposes of Section 831, “‘juvenile information’ includes the ‘juvenile case
12 file’ as defined in subdivision (e) of Section 827, and information related to the juvenile, including, but
13 not limited to, name, date or place of birth, and the immigration status of the juvenile that is obtained
14 or created independent of, or in connection with, juvenile court proceedings about the juvenile and
15 maintained by any government agency, including, but not limited to, a court, probation office, child
16 welfare agency, or law enforcement agency.” (Cal. Welf. & Inst. Code, § 831, subd. (e).)

17 6. *Child Death Review Team*

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

23 7. *To foreign consulates*

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

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

3 8. *In all other instances.*

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

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

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

16
17 Dated this 5th of July 2018

18
19 
20 JOANNE MOTOIKE
21 PRESIDING JUDGE of JUVENILE COURT
22
23
24

EXHIBIT 2

FBI CRIMINAL JUSTICE INFORMATION SERVICES AND SECURITY ADDENDUM (CJIS)



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

DEPARTMENT OF JUSTICE
PAGE 1 of 1

**FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM**

PRINT

RESET

CERTIFICATION

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

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

Printed Name/Signature of Contractor Employee

Date

Printed Name/Signature of Contractor Representative

Date

Organization and Title of Contractor Representative

EXHIBIT 3**EMPLOYEE/VOLUNTEER STATEMENT FORM****EMPLOYEE/VOLUNTEER STATEMENT FORM****USE OF CLETS CRIMINAL JUSTICE INFORMATION
AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION**

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

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

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

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

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

Signature: _____

Print Name: _____

Date: _____

EXHIBIT 4

EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER FORM

I acknowledge that I am an employee of **Padres Unidos** and not of the County of Orange.

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

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

(Employee Name – Please Print)

(Signature of Employee)

EXHIBIT 5**CONFIDENTIALITY OF CORI INFORMATION**

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

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

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

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

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

(Signature)

Name (Print)

Classification

Date

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

ATTACHMENT A
County of Orange Child Support Enforcement
Certification Requirements

- A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

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

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. 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.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.

Authorized Signature

Name

Title

ATTACHMENT B

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



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

DEPARTMENT OF JUSTICE
PAGE 1 of 2

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

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

Orange County Probation Department

CA030023G

(Public law enforcement/criminal justice agency)

(ORI)

to

(Private Contractor)

to perform

(Type of service)

services on its behalf.

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

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

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

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

ATTACHMENT B
CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



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

DEPARTMENT OF JUSTICE
PAGE 2 of 2

**CLETS PRIVATE CONTRACTOR
MANAGEMENT CONTROL AGREEMENT**

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

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

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

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

Signature (CLETS Subscribing Agency Head)

Signature (Private Contractor Agency Head)

Print Name and Title

Print Name and Title

Date

Date