



CONTRACT NUMBER MA-057-24010374
BETWEEN
COUNTY OF ORANGE
AND
JUSTICE BENEFITS, INC.
FOR
TECHNICAL ASSISTANCE IN TITLE IV-E ADMINISTRATIVE CLAIMS

This Contract Number MA-057-24010374 for Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Contract", is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California acting through the Orange County Probation Department, hereinafter referred to as "County", with a place of business at 1055 N. Main St. 5th Floor, Santa Ana, CA 92701 and Justice Benefits, Inc. (JBI, LTD) with a place of business at 1711 E. Belt Line Road, Coppell, TX 75019, hereinafter referred to as "Contractor". County and Contractor may be individually referred to as "Party" or collectively as "Parties".

ATTACHMENTS

This Contract is comprised of this document, the Request for Proposal Response and the following Attachments, which are incorporated by reference into this Contract as if fully set forth:

Attachment A – Scope of Work
Attachment B – Pricing & Compensation
Attachment C – Staffing Plan
Attachment D – CLETS Private Contractor Management Control Agreement
Attachment E - Prison Rape Elimination Act (PREA) and Tri-Fold Brochure
Attachment F - Orange County Superior Court Policies
Attachment G - Criminal Offender Record Information (CORI)
Attachment H - County of Orange Campaign Contribution Disclosure Information

RECITALS

WHEREAS, County issued, and Contractor responded to Request for Proposals (RFP) #057-2521203-YG to provide technical assistance in Title IV-E administrative claims as further set forth herein; and,

WHEREAS, County has determined that Contractor's proposed services meet or exceed the requirements and specifications of the RFP; and

WHEREAS, Contractor agrees to provide technical assistance in Title IV-E administrative claims, hereinafter referred to as "Services" to ensure compliance with federal reimbursement guidelines and to maximize funding for Probation as further set forth set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Pricing and Compensation, attached hereto as Attachment B; and

WHEREAS, the County of Orange Board of Supervisors has authorized the County Procurement Officer or authorized Deputy to enter into a Contract with Contractor for obtaining said Services;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

County General Terms and Conditions:

- A. Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.
- B. Entire Contract:** This Contract contains the entire Contract between the Parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the Parties; no oral understanding or agreement not incorporated herein shall be binding on either of the Parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to the Contractor.
- E. Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples or descriptions 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 covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in Article "Z" below, and as more fully described in Article "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the goods/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA)

and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in Article "Z" below, it shall indemnify, defend and hold County and County Indemnities 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:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after thirty (30) days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. Any consent by any Party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **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.
- N. **Performance Warranty:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary; therefore shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work;

and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

- O. Insurance Provision:** Prior to the provision of services under this Contract, the Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the County during the entire term of this Contract.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIR)'s shall be clearly stated on the Certificate of Insurance. Any SIR in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by the County's Risk Manager, or designee. The County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify the County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this contract.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the County may terminate this Contract.

Qualified Insurer

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

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, CEO/ 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 the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
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 combined single limit per accident
Workers' Compensation	Statutory
Employers Liability	\$1,000,000 per accident or disease
Professional Liability	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate

Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

Required Coverage Forms

The Commercial General Liability coverage shall be written on occurrence basis utilizing 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 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

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

- 1) An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
- 2) A primary non-contributory endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the ***County of Orange, its elected and appointed officials, officers, employees, and agents*** or provide blanket coverage, which will state ***As Required by Written Contract***.

- 1) The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 2) Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

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

Contractor shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the County may suspend or terminate this Contract.

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

Insurance certificates and endorsements shall be emailed to Prob-Purchasing-Contracts@prob.ocgov.com.

If email is not possible, then Insurance certificates and endorsements shall specifically be forwarded to:

County of Orange
c/o: Orange County Probation Department
Attn: Purchasing and Contracts Unit
1055 N. Main St., 4th Floor
Santa Ana, CA 92701

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

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

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

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

P. Changes: Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.

Q. 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.

- R. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- S. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of Article "Z" 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.
- U. Freight (F.O.B. Destination):** Intentionally Omitted
- V. Severability:** If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each Party shall bear their own attorney's fees, costs and expenses.
- X. Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.
- Y. Employee Eligibility Verification:** The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer

sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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

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

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

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

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

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

CC. Expenditure Limit: Intentionally Omitted.

Additional Terms and Conditions

1. **Scope of Contract:** This Contract, together with its Attachments and Exhibits attached hereto and incorporated herein by reference, specifies the contractual terms and conditions by which the County will procure Technical Assistance in Title IV-E – Administrative Claims Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:** This Contract shall be effective July 1, 2024 and continue through and including June 30, 2027, unless otherwise terminated by County. This Contract may be renewed on an annual basis pursuant to the Renewal Provision of this Contract, and with agreement of both Parties.
3. **Renewal:** This Contract may be renewed for two additional years in one-year increments, by mutual written agreement of both Parties. Renewal periods may be subject to approval by County of Orange Board of Supervisors. County does not have to give any reason should it elect not to renew the Contract.
4. **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.
5. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned DPA.
6. **Authorization Warranty:** The Contractor represents and warrants that the person executing this Contract on behalf of and for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.
7. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - A. Terminate the Contract immediately, pursuant to Section K herein;
 - B. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - C. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - D. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
8. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
9. **Conditions Affecting Work:** The Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by the County are expressly stated in the Contract.

10. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees and agents, associated with accomplishing work and services hereunder. The Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interest of the County.
11. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
12. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.
13. **Contingent Fees:** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the Contractor or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this Contract in accordance with the termination clause and at its sole discretion to deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the Contractor.
14. **Contractor’s Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, electronic communication, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
15. **Contractor Personnel-Reference Check:** The Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility anticipated under this Contract. Contractor’s employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
16. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a project manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This project manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s project manager, which consent shall not be unreasonably withheld.

The Contractor’s project manager and key personnel shall be assigned to this project for the duration of this Contract and shall diligently pursue all work and services to meet the project time lines. Key personnel are those individuals who report directly to the Contractor’s project manager.
17. **Contractor’s Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a

period of three (3) years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.

18. **Contractor's Power and Authority:** The Contractor warrants that it has the full power and authority to grant the rights herein granted and will hold the County hereunder harmless from and against any loss, cost, liability and expense, including reasonable attorney fees, arising out of any breach of this warranty. Further, the Contractor avers that it will not enter into any arrangement with any third party, which might abridge any rights of the County under this Contract.
19. **County Branding Requirement – Publicity, Literature, Advertisements and Social Media:**
 - A. County owns all rights to the name, logos, and symbols of County. The use and/or reproduction of County's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without County's prior written consent is expressly prohibited.
 - B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 1. Administrator/assigned Deputy Purchasing Agent provides its written approval of the content and publication of the information at least thirty (30) days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the Administrator/assigned Deputy Purchasing Agent;
 2. Unless directed otherwise by Administrator/assigned Deputy Purchasing Agent, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal government funds [funds identified as applicable];
 3. The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. any commercial product or service; and,
 - b. any product or service provided by Contractor, unless approved in writing by Administrator/assigned Deputy Purchasing Agent; and,
 4. If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the Administrator/assigned Deputy Purchasing Agent. Contractor shall comply with County Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Contract. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.
20. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
21. **Debarment:** Contractor shall certify that neither Contractor nor its principles are presently debarred, proposed for debarment, declared ineligible or voluntarily excluded from participation in the transaction by any Federal department or agency. Where Contractor as the recipient of federal funds, is unable to certify to any of the statements in the certification, Contractor must include an explanation with the bid/proposal. Debarment pending debarment, declared ineligibility or

voluntary exclusion from participation by any Federal department of agency may result in the bid/proposal being deemed non-responsible.

22. **Default:** In the event any equipment, software or service furnished by the Contractor in the performance of this Contract should fail to conform to the specifications therein, the County may reject same, and it shall become the duty of the Contractor to reclaim and remove the items without expense to the County and to immediately replace all such rejected equipment, software or service with others conforming to such specifications, provided that should the Contractor fail, neglect or refuse to do so, the County shall have the right to purchase on the open market a corresponding quantity of any such equipment, software or service and to deduct from any monies due or that may thereafter become due to the Contractor the difference between the price specified in this Contract and the actual cost to the County.

In the event the Contractor shall fail to make prompt delivery as specified of any equipment, software or service, the same conditions as to the rights of the County to purchase on the open market and to reimbursement set forth above shall apply, except as otherwise provided in this Contract.

In the event of the cancellation of this Contract, either in whole or in part, by reason of the default or breach by the Contractor, any loss or damage sustained by the County in procuring any equipment, software or service which the Contractor agreed to supply under this Contract shall be borne and paid for by the Contractor.

The rights and remedies of the County provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

23. **Disputes – Contract:**

A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's Project Manager and the County's Project Manager, such matter shall be brought to the attention of the County DPA by way of the following process:

1. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.
2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.

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

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County DPA or his designee. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's

right to terminate the Contract for cause or termination for convenience as stated in section K herein.

24. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
- A. 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).
 - B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
 - C. Provide as required by Government Code Section 8355(c) that every employee who works under this Contract:
 - 1. Will receive a copy of the company's drug-free policy statement; and
 - 2. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - D. Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County Contracts if the County determines that any of the following has occurred:
 - E. The Contractor has made false certification, or
 - F. The Contractor violates the certification by failing to carry out the requirements as noted above.
25. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.
26. **Equal Employment Opportunity:** The Contractor shall comply with U.S. Executive Order 11246 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. The 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, the 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. The 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. The 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.

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

27. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, 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 the 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.
28. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
29. **Lobbying:** On the best information and belief, Contractor certifies no federal appropriated funds have been paid or will be paid by, or on behalf of, Contractor to any person influencing or attempting to influence an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative contract.
30. **News/Information Release:** The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Manager.
31. **No Third-Party Beneficiaries:** This Contract is an agreement by and between the Parties, and neither: (a) confers any rights upon any of the employees, agents, or Contractors of either Party, or

upon any other person or entity not a party hereto; or (b) precludes any actions or claims against, or rights of recovery from, any person or entity not a party hereto.

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

FOR COUNTY:	FOR CONTRACTOR
County of Orange	County of Orange
OC Probation – Purchasing Unit	Justice Benefits, Inc. (JBI)
1055 N. Main St. 4 th Floor	1711 Belt Line Road
Santa Ana, CA 92701	Coppell, TX 75019
Attn: Yarida Guzman, DPA	Attn: Ginger Gonzalez
Telephone: (714) 645-7026	Telephone: (562) 308-7823
Email: yarida.guzman@prob.ocgov.com	Email: ggonzalez@jbi-ltd.com
FOR COUNTY:	
OC Probation – Juvenile Field Supervision	
14180 Beach Blvd., 1 st Floor	
Westminster, CA 92683	
Attn: Ivy White	
Telephone: (714) 896-7541	
Email: ivy.white@prob.ocgov.com	

33. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
34. **Price Increase/Decrease:** No price increases will be permitted during the term of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30) days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
35. **Substitutions:** The Contractor is required to meet all specifications and requirements contained herein. No substitutions will be allowed.

36. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
37. **Usage Reports:** The Contractor shall submit usage reports (on a quarterly and annual basis or requested by County) to the assigned Project Manager and DPA upon request. The usage report shall be in a format specified by the County.
38. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.
39. **Cooperative Contract:** This Contract is a cooperative contract and may be utilized by all County of Orange departments.

The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement.. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

As a cost-recovery mechanism for County, a two-percent (2%) administrative rebate on total sales from all subordinate contracts will be paid to the County for any contracts the Contractor agrees to enter into with another agency or entity, other than the County of Orange or a department thereof, under the provisions and pricing of this Contract. The County has partnered with Pavilion, a third-party administrator, responsible for managing all reporting and payments under this Cooperative Program. The Contractor shall provide quarterly Volume Sales Reports about additional sales to other entities under the provisions and pricing of this Contract. The Reports shall include the ordering agency, detail of items sold including description, quantity, and price, and shall include all transactions pertaining to sales under the Contract provisions and pricing for that Reporting Period. Contractor shall provide the Volume Sales Reports regardless of whether or not any sales have been conducted. Failure of the Contractor to provide quarterly reports as required may be deemed by the County as a material breach of the Contract. A late penalty of fifteen percent (15%) on the value of the rebate may be assessed to the Contractor for each month the payments are not received.

Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

40. **Project Manager, County:** The County shall appoint a project manager to act as liaison between the County and the Contractor during the term of this Contract. The County's project manager shall coordinate the activities of the County staff assigned to work with the Contractor.

The County's project manager shall have the right to require the removal and replacement of the Contractor's project manager and key personnel. The County's project manager shall notify the Contractor in writing of such action. The Contractor shall accomplish the removal within fourteen (14) calendar days after written notice by the County's project manager. The County's project manager shall review and approve the appointment of the replacement for the Contractor's project manager and key personnel. Said approval shall not be unreasonably withheld.

41. **Reports/Meetings:** The Contractor shall develop reports and any other relevant documents necessary to complete the services and requirements as set forth in this Contract. The County's project manager and the Contractor's project manager will meet on reasonable notice to discuss the Contractor's performance and progress under this Contract. If requested, the Contractor's project manager and other project personnel shall attend all meetings. The Contractor shall provide such information that is requested by the County for the purpose of monitoring progress under this Contract.

42. **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 **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.

43. **Juvenile Record Information:** In addition to the general confidentiality provisions stated in Section I ("General Terms and Conditions"), Paragraph S ("Confidentiality") herein, Contractor specifically agrees to comply with the Orange County Superior Court Policy entitled "Orange County Juvenile Court Administrative Order: A-100-2-2013", or as it may be amended, governing the confidentiality of juvenile case files, which is attached hereto as Attachment A and incorporated herein by reference.

The Superior Court's policy was adopted in accordance with Welfare and Institutions Code Section 827 and all applicable statutes, court orders and case law. No access, disclosure, or release of information regarding juveniles shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

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

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

44. **Debarment and Suspension:**

A. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined

at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- B. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

45. **Byrd Anti-Lobbying Amendment, 31 U.S.C § 1352 (as amended):**

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

46. **Access to Records:**

- A. The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- B. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.
- D. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

47. **Compliance with Federal Law, Regulations, And Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the Contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

48. **Program Fraud and False or Fraudulent Statements or Related Acts:** The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Contract.

49. **Covenant against Contingent Fees:** Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, County shall have the right to terminate this Contract in accordance with the termination clause and, in its sole discretion, to deduct from

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

50. **Background Investigation:** Probation shall conduct a background investigation on Contractor's employees identified as assigned to perform services under this Contract and Article 51 – Contractor Background Clearance. 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 arrests and/or convictions of any of Contractor's employees approved to perform services under this Contract.

Contractor and Contractor's employees must pass Probation's background investigation process and meet all requirements as set forth below:

- A. Background Clearances will remain active until the Contract expires or employment is terminated.
- B. No employee shall be assigned to perform the work under this Contract that has not received prior security clearance from Probation.
- C. Contractor is responsible for ensuring that anytime an employee is assigned to perform work pursuant to this Contract that a Background Clearance request is submitted and approved in accordance with Article 51 - Contractor Background Clearance prior to that employee requiring access to such premises for providing services under this Contract.
- D. Background investigation information shall be thoroughly and accurately completed. Omissions or false statements, regardless of the nature or magnitude, may be grounds for denying Background Clearance.
- E. Contractor's employees assigned to perform services under this Contract will be required to complete the following forms as part of the Probation Background Process: FBI Criminal Justice Information Services Security Addendum (CJIS), Employee/Volunteer Statement Form, Confidentiality of Criminal Offender Record Information (CORI), Employee Acknowledgement of Employer form, Prison Rape Elimination Act (PREA), California Law Enforcement Telecommunications Systems (CLETS) and Federal Bureau of Investigation Criminal Justice Information Services Security Addendum Certification. These are Department requirements and federal mandates and are not optional. Required forms will be sent to the Contractor's employee prior to the background Clearance appointment. An email notification from Probation's Background Unit will be sent annually for cleared employees to the respective Contractor with detailed instructions on how to complete the required forms. Any cleared employee who does not complete this process shall have their Background security Clearance revoked and shall be denied access to all Probation Department facilities and/or area offices.

All forms will be sent to Contractor's employee prior to background investigation appointment.
- F. Contractor shall sign the Prison Rape Elimination Act (PREA) Form (attached hereto as Attachment E and the California Law Enforcement Telecommunications System (CLETS) Private Contractor Management Control Agreement (attached hereto as Attachment D in order to provide Contractor access to such information as may be needed to perform services under this Contract, provided it is understood Contractor will not have access to the CLETS system itself. Based on the level of CLETS access granted, Contractor may be required to complete CLETS National Crime Information (NCIC) training.

51. **Contractor Background Clearance:** At least thirty (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-ContractBackgrounds@prob.ocgov.com and carbon copy to Prob-Purchasing-Contracts@prob.ocgov.com, so that Probation can conduct background investigations of the Contractor and Contractor's employees as required by this Contract. While Background 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 Background Clearance.

Within thirty (30) days of separation of any approved employee who leaves Contractor's employment, Contractor shall notify Probation of such separation, by email to Prob-ContractBackgrounds@prob.ocgov.com and carbon copy to Prob-Purchasing-Contracts@prob.ocgov.com.

All Contractor and 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 the Contractor as to whether or not each employee has passed background. If Contractor or Contractor's employee is denied Background Clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or to the employee.

Signature Page Follows

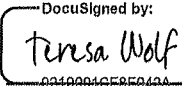
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

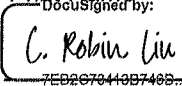
JUSTICE BENEFITS, INC.

* If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth. **The first corporate officer signature** must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signatory to bind the corporation.

Teresa Wolf	Vice President
_____ Print Name	_____ Title
 DocuSigned by: 0240004CE8F042A...	3/8/2024
_____ Signature	_____ Date

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

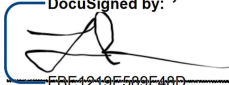
C. Robin Liu	Assistant Secretary
_____ Print Name	_____ Title
 DocuSigned by: 7ED2673440B740B...	3/8/2024
_____ Signature	_____ Date

COUNTY OF ORANGE A political subdivision of the State of California

_____ Print Name	<u>Deputy Purchasing Agent</u> Title
_____ Signature	_____ Date

APPROVED AS TO FORM:

COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:  DocuSigned by: FBE1219E509F40D...	Date: 3/11/2024
_____ Deputy County Counsel	

ATTACHMENT A

SCOPE OF WORK

I. BACKGROUND

The Orange County Probation Department is a public agency that serves the community using efficient and research supported corrections practices to reduce crime, assist the courts in managing offenders, promoting lawful and productive lifestyles and assisting victims. County is comprised of 22 departments with over 18,000 employees located throughout the County.

II. DEFINITIONS

A. Title IV-E Legal Authority

- 1) Section 727 of the California Welfare and Institutions Code (WIC) specifies that the juvenile court may order the care, custody and control of wards of the court to be under the supervision of the county probation officer, who may place the wards in suitable foster care homes or facilities. Part E of Title IV of the Social Security Act provides federal funds, and WIC Section 11450 provides state funds, supporting Aid to Families with Dependent Children Foster Care Program (AFDC-FC) payments for certain children living in specified family or group homes.
- 2) Part E of Title IV of the Social Security Act provides federal funds for specified administrative services to children at risk of requiring foster care services. Pursuant to Section 472 of the Social Security Act and state regulations [California Department of Social Services Eligibility and Assistance Standards (EAS) 45-202.612 and 45-203.512], a Memorandum of Understanding is in effect between Probation and the Orange County Social Services Agency ("County MOU") in order to claim federal and/or state AFDC-FC for the cost of care and for foster children supervised by Probation.

B. Random Moment Sampling System (RMS)

- 1) RMS is a federally approved methodology to document and identify staff time and effort spent in administering the Title IV-E program. The RMS must be approved by the California Department of Social Services (CDSS). County's current RMS is approved by CDSS.
- 2) Pursuant to the County MOU, RMS is conducted by the contracted vendor. The studies become the basis for determining the amount of time spent on Title IV-E related administrative activities provided to youth under the jurisdiction of the Probation Department who are in foster care or at risk of entering the foster care system.

III. DESCRIPTION OF SERVICES

- A. Contractor shall provide Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Title IV-E Claim Services" or "services" with the goals of: (1) Ensuring compliance with federal reimbursement guidelines, and (2) Maximizing reimbursement funding to the Orange County Probation Department on an as-needed basis (usage is not guaranteed).
- B. Contractor shall provide a continuous study and results that are compiled quarterly through "Random Moment Sampling" ("RMS").

- C. Contractor shall provide training to County staff presently or subsequently designated to participate in RMS. Staff expected to participate in the RMS is approximately 125.

IV. CONTRACTOR REQUIREMENTS

- A. Contractor shall possess and maintain all Federal, State, and local permits, licenses and approvals necessary to provide services/goods. Any associated fees shall be the responsibility of the Contractor. Copies of each may be requested by County.
- B. Contractor shall have a minimum of five (5) years of business experience providing Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Title IV-E Claims."
- C. Contractor's personnel assigned to this Contract shall have at minimum, two (2) years of experience in providing Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Title IV-E Claims" throughout the Contract term.
- D. Contractor shall provide a continuous study and results that are compiled quarterly through "Random Moment Sampling" ("RMS"). Refer to Section V for details.
- E. Contractor shall provide technical assistance to County by implementing the web-based RMS system, for compilation of Probation's Title IV-E administrative claims for federal financial participation funding. Refer to Section V for details.
- F. Contractor shall serve as Probation's time study coordinator for purposes of Title IV-E administrative claiming and shall be available for questions or technical issues via: (1) e-mail; and/or (2) a toll-free 800 number. Refer to Section V of this Scope of Work for details.
- G. Contractor shall provide training to County staff presently or subsequently designated to participate in RMS at no additional cost to the County. Refer to Section V of this Scope of Work for details.
- H. Contractor shall meet with Probation's Fiscal Services Unit and Program Managers to examine current Title IV-E claiming procedures, and to establish best practices for enhancing and maximizing revenue reimbursements. Meeting(s) may be online via Microsoft Teams/Zoom or in-person as required by County staff. Refer to Section VII of this Scope of Work for details.
- I. Contractor shall perform onsite audits at six-month intervals, or more often, as needed or requested by Probation, to ensure that proper time study reporting, documentation, and claiming procedures are being utilized. Refer to Section VIII of this Scope of Work for details.
- J. Contractor shall be required to go through an extensive background clearance requirement, as per Additional Terms and Conditions, Articles 50-51 ("Background Investigation" and "Contractor Background Clearance") of the Contract.

V. DESCRIPTION OF SERVICES

A. Random Moment Sampling System:

1. Contractor shall provide a continuous study and results that are compiled quarterly through "Random Moment Sampling" ("RMS"), a federally approved methodology to document and identify staff time and effort spent in administering the Title IV-E program. The RMS must be approved by the California Department of Social Services (CDSS). In addition, Contractor must be certified by CDSS to provide RMS training to California counties.
2. Probation staff designated for participation in RMS shall constitute the "sample universe", which will be updated monthly to account for turnover and unexpected staff changes. The sample universe monthly updating will allow all eligible participants to be included based on their daily activities related to Title IV-E.
3. Contractor shall implement the RMS system for claiming costs under the County MOU. It is anticipated that RMS will result in accurate and efficient time documentation for purposes

of Title IV-E administrative claiming, by reducing workload and creating consistency and accountability within a detailed reporting system that Contractor will monitor and actively support.

- B. Contractor shall provide technical assistance to County by implementing the web-based RMS system, for compilation of Probation's Title IV-E administrative claims for federal financial participation funding, to include the following:

1. **Time Study Components:** The RMS provided by the Contractor will consist of the following components:
 - 1.1. Contractor will verify with Probation Fiscal Services prior to inclusion of any new or additional pin codes in the claim. Contractor to ensure use of pin codes are compliant with applicable State and/or Federal guidelines.
 - 1.2. Provision of a detailed manual to all eligible Probation staff participants, in addition to onsite and web-based training on: (i) the RMS system; (ii) Title IV-E time codes; and (iii) how to accurately complete the time study.
 - 1.3. Daily monitoring of completion of the time study by Probation staff, to ensure accuracy and validity of results.
 - 1.4. Monthly review of the Probation staff participant list to ensure that appropriate Probation staff are included in the time study, and that terminated and transferred staff are excluded.
 - 1.5. Computation of the quarterly time study and submittal of results to Probation's Fiscal Services.
 - 1.6. Implementation of audit and quality assurance processes to ensure accurate claiming.
 - 1.7. Update on CDSS CCAP State policies related to RMS system. The CDSS CCAP policies can be obtain through <https://www.cdss.ca.gov/cdssweb/entres/pdf/FY2015-16CCAP.pdf>; and,
 - 1.8. Designation of a primary contact and Time Study Analysts for: (a) resolving problems and questions; (b) reviewing all time study observation moments received for correct coding; (c) confirming the validity and accuracy of other information within the allotted time frame; and (d) daily monitoring of Probation's RMS activities.
2. **Quarters Covered by RMS:** Contractor shall generate time study results quarterly, based on the following Federal and State claiming periods:
 - 2.1 First Quarter – July, August, September
 - 2.2 Second Quarter – October, November, December
 - 2.3 Third Quarter – January, February, March
 - 2.4 Fourth Quarter – April, May, June
3. **Information on Probation Staff Participants:** Contractor shall collect the following information from staff designated by Probation to participate in RMS:
 - 3.1 Employee's e-mail address
 - 3.2 Employee's work schedule
 - 3.3 Employee's telephone number and work location
 - 3.4 Employee's supervisor
 - 3.5 Supervisor's e-mail address and telephone number
 - 3.6 Holidays observed by County

4. **RMS Coordination:** Contractor shall serve as Probation's time study coordinator for purposes of Title IV-E administrative claiming and shall be available for questions or technical issues via: (a) e-mail and (b) a toll-free 800 number.
5. **Observation Moment Notification:** Once the sampling is verified by Contractor, the RMS system will send the observation moment notification at the time of the actual observation moment. The Probation participant shall then report the activity being performed at that specific time, and electronically submit the observation to Contractor for immediate quality assurance. All original observation moments must be filled out within seventy-two (72) hours from the time of the moment, excluding days off, weekends, and holidays. If the time study participant has not responded by midnight of the RMS moment, Contractor shall generate an e-mail reminder to that Probation participant and Contractor's Time Study Analysts, for quality assurance.
6. **Quality Assurance Procedures:** Contractor's staff shall perform and record ongoing quality assurance in two steps:
 - 6.1 First line "Q1" staff shall review the electronic data on a daily basis for the following information:
 - 6.1.1 Electronic signature.
 - 6.1.2 Date and time, for 72-hour compliance.
 - 6.1.3 Comment section including a detailed description of the activity that the time study participant was doing.
 - 6.1.4 Documentation of all appropriate sections.
 - 6.1.5 Codes matching the activity description.
 - 6.2 If the above elements are not satisfied, the sample moment shall be sent back to the participant for correction or further clarification. If clarification cannot be made, the moment will be considered invalid.
 - 6.3 If Contractor's Q1 staff determine that Probation staff captured the observation moment data correctly, Contractor's next-in-line "Q2" staff will review the data a second time.
 - 6.4 If any quality assurance moments from any given day are received by Contractor's Time Study Analysts, the RMS system will generate an e-mail reminder to those Time Study Analysts, informing them of those quality assurance moments that need to be completed. In addition, the e-mail reminder will include items pending from the previous day, such as RMS moments or any unapproved profiles.
 - 6.5 "10% Quality Assurance" Process: In addition, Contractor shall randomly select at least 10% of RMS observation moments reported by Probation staff assigned to a particular unit, for transmittal in a web-based format to the supervising officer for that unit. The random sample shall include the following information for review and confirmation by the Probation unit supervising officers: (a) employee name; (b) employee unit assignment or location; (c) case identification number; (d) identification of the program for which the RMS activity was performed at the time of observation; (e) date and time of the RMS query; and (f) the actual date and time employee responded to the RMS query.
 - 6.6 Contractor shall work with Probation staff to ensure that RMS responses are properly completed and in a timely manner, and to resolve any problems or differences that result from such quality assurance reviews.

VI. TRAINING

- A. Contractor shall conduct initial and/or refresher onsite, remote and/or webinars trainings to County staff presently or subsequently designated to participate in RMS, as needed or required throughout the term of this Contract.
- B. Contractor must be certified by California Department of Social Services (CDSS) to provide RMS training to California Counties, including law enforcement agencies.
- C. Training shall be provided to ensure the following:
 - 1. A thorough understanding by Probation staff of Title IV-E requirements, including but not limited to:
 - 1.1. Court-order documentation to assist in determining whether continuance in the home is detrimental to a youth's welfare, including efforts taken to reduce or eliminate the need for removal of the youth from the home.
 - 1.2. Assessment and case plans identifying the factors which put a youth at risk of requiring foster care and specifying activities that will reduce or eliminate the necessity of foster care.
 - 1.3. Eligibility requirements and reasonable candidate determination, as related to a youth's serious or imminent risk of removal from the home.
 - 1.4. Administrative claiming codes related to, among others, case management, court activities, eligibility determination, group home visits, and continuing education; and any other administrative claiming codes that may become applicable as related to new programs such as Extended Foster Care.
 - 2. Proper implementation of RMS system within Probation, to be used by Probation staff in documenting time and activities related to Title IV-E administrative claims.
 - 3. Contractor shall supply Probation staff with a training manual, both in hard copy and electronically for online accessibility.
 - 4. Contractor shall assign staff in the capacity of Time Study Analysts, who will be available to Probation staff for consultation on a daily basis, by telephone and e-mail.
 - 5. Contractor's Time Study Analysts shall monitor Probation's RMS activities and review all observation moments reported, for accuracy and validity as to coding and information provided within the allotted time frames.
 - 6. Use of the most accurate case plan in order to fully document candidacy for foster care, including: (a) how to determine which delinquent youth are considered a candidate for foster care; (b) the method of documenting candidacy; (c) the frequency of documentation that is required by the federal government; (d) case plans and case plan reviews for juveniles on probation, regardless of candidacy status; and (e) claims for reimbursable time under RMS begin when a youth is determined to be a candidate for foster care and a case plan is developed.

VII. MEETINGS

- A. Contractor shall meet with Probation's Fiscal Services unit and Program Manager to examine current Title IV-E claiming procedures and to establish best practices for enhancing and maximizing revenue reimbursements. Meetings may be remote or in-person as requested by County.

- B. Contractor shall review payroll data and time study results for Probation staff assigned to the Title IV-E program and designated for RMS time keeping under and throughout the term of this Contract.
- C. Contractor shall aid with Claim Preparation and Submittal, as follows:
 - 1. Contractor will compile the time study data resulting from RMS system and prepare the Title IV-E quarterly administrative claim that Probation will submit to Social Services Agency (SSA) within twenty (20) calendar days of the close of each quarter. Within three calendar days of the close of each quarter, Probation's Fiscal Services unit will provide Contractor with the financial data described in section IX-G herein, as may be needed by Contractor in the course of preparing the Title IV-E quarterly administrative claims.
 - 2. Contractor shall, within ten (10) calendar days of the close of each quarter, submit such claims, in draft form, to Probation's Fiscal Services unit. Probation's Fiscal Services unit shall promptly review the claims submitted by Contractor, to allow time, within the following ten (10) calendar days: (a) for Contractor to make any necessary corrections or adjustments; and (b) for Probation to submit the final claim to SSA.

VIII. AUDITS

- A. Contractor shall perform onsite audits at six-month intervals, or more often as needed or requested by Probation, to ensure that proper time study reporting, documentation, and claiming procedures are being utilized throughout the term of the Contract.
- B. Additionally, Contractor shall provide technical and financial support for any County Auditor-Controller, federal and state audits that may arise in connection with Probation's Title IV-E activities under this Contract.
- C. Contractor shall be present at such audit meetings to assist Probation in resolving any audit findings, for full compliance with Title IV-E requirements.
- D. In the event any funds received by County under this Contract are subsequently disallowed, the corresponding fees paid to Contractor based on such disallowed reimbursements, pursuant to Attachment B of this Contract ("Cost/Compensation for Contract Services") shall be adjusted as follows:
 - 1. As a deduction against future payments to Contractor; or
 - 2. As a cash/check payment by Contractor to County, if the Contract is terminated/expired.

IX. LOCATION AND HOURS OF OPERATION

- A. Contractor shall attend onsite meetings for Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Title IV-E Claim Services" at the following location. Meeting location may be requested with the approval of both Parties.

WEST COUNTY FIELD SERVICE OFFICE (WCFSO)

Attn: Title IV-E Coordinator
 14180 Beach Blvd.
 Westminster, CA 92683

- B. Contractor shall provide Services during standard hours, Monday through Friday, between 8:00 AM to 5:00 PM (PT). Except during holidays, as follows:

New Year's Day	Martin Luther King Day	Lincoln's Birthday
President's Day	Memorial Day	Independence Day
Labor Day	Native American Day	Veteran's Day
Thanksgiving Day and the after Thanksgiving	Christmas Day	

- C. County reserves the right to add, change or remove locations via Amendment, if/when in the best interest of the County.

X. COUNTY RESPONSIBILITIES

County shall:

- A. Designate Probation's Director of Juvenile Supervision Division as the Project Manager for this Contract to act as liaison between Probation and Contractor and to oversee the activities of Probation staff assigned to the Title IV-E program during the term of this Contract.
- B. From an information technology ("IT") standpoint, enable Contractor's set-up of its web-based RMS system, and ensure Probation staff access of Contractor's RMS website.
- C. Ensure that Probation staff assigned to the Title IV-E program answer questions, commonly referred to as "observation moments", to document their activities at the time of the RMS, within seventy-two (72) hours of receipt of such questions via e-mail, excluding days off, weekends and holidays.
- D. On a monthly basis and subject to confidentiality requirements under applicable laws and regulations, provide Contractor with an electronic report, commonly referred to as "the IT monthly data dump", listing the case identification numbers for youth that the court has ordered to be under Probation supervision, as active wards or reasonable candidates for foster care placement.
1. RMS observation moments collected for youth not included in the monthly data dump will be considered as retroactive candidates for claiming at a later time. If any observation moments associated with retroactive candidates are reported for RMS time keeping, such activities will not be eligible for Title IV-E claiming and reimbursement until their status changes to that of active wards, as of a date certain, and becomes part of the IT monthly data dump.
- E. Review the RMS observation moments randomly selected by Contractor pursuant to Section V, B.6 ("Quality Assurance Procedures") of this Contract, for confirmation and comparison between RMS queries and actual responses, and for purposes of quality assurance and resolution of problems or significant differences.
- F. Provide Contractor with: (a) payroll data for Probation staff assigned to the Title IV-E program and designated for RMS time keeping under this Contract; (b) the County's Indirect Cost Rate Proposal (ICRP) or cost allocation plan methodology, in accordance with the Office of Management and Budget Circular A-87 Cost Principles and Procedures for Establishing Cost Allocation Plans and Indirect Cost Rates for Grants and Contracts; and (c) any other financial reports and documentation that may be needed by Contractor to prepare the Title IV-E quarterly administrative claims.
- G. Any applicable federal/non-federal discount codes and federal eligibility ratios are made available by SSA to Probation. These may or may not be available within twenty (20) calendar days of the end of each quarter, which may result in the need for revised claims to be prepared and submitted.
- H. Conduct a background investigation on each individual identified as assigned to perform services under this Contract in accordance with Additional Terms and Conditions, Articles 50 and 51 ("Background Investigation" and "Contractor Background Clearance") above.

ATTACHMENT B COMPENSATION AND FEES

- I. COMPENSATION:** This is a fixed fee Contract between County and Contractor for Technical Assistance in Title IV-E Administrative Claims, hereinafter referred to as "Title IV-E Claim services and includes all fees and all other costs required to perform the Services as listed in Attachment A – Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder.

The County shall have no obligation to pay any sum in-excess-of the fees specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions.

II. COST/FEES:

- A. This is a revenue generating Contract. County shall pay Contractor a firm fixed Administrative Fee, plus; a percentage fee on the revenue collected on behalf of the County from Title IV-E Claiming Services, as described below .

1. Cost/Fees for the period of July 1, 2024 through June 30, 2027, shall be as follows:

- a) Administrative Fee of \$40,000 per quarter, plus
- b) A revenue-based fee of 2.5% of claims revenue

The maximum amount to be paid for the period of July 1, 2024 through June 30, 2027, shall not exceed \$750,000

- B. In the event that this Contract is renewed pursuant to Additional Terms, Article 3 "Renewal", County shall pay Contractor for services rendered under this Contract as follows:

1. Cost/Fees for the period of July 1, 2027 through June 30, 2028, shall be as follows:

- a) An Administrative Fee of \$40,000 per quarter, plus
- b) A revenue-based fee of 2.5% of claims revenue

The maximum amount to be paid for the period of July 1, 2027 through June 30, 2028, shall not exceed \$250,000.

2. Cost/Fees for the period of July 1, 2028 through June 30, 2029, shall be as follows:

- a) An Administrative Fee of \$40,000 per quarter, plus
- b) A revenue-based fee of 2.5% of claims revenue

The maximum amount to be paid for the period of July 1, 2028 through June 30, 2029, shall not exceed \$250,000.

- C. Probation will determine the accuracy of expenses billed by Contractor in relation to services actually provided, and as appropriate, approve payment of Contractor's monthly invoices based on the compensation as stated herein.

- D. The percentage performance fee listed in Section II above shall not change due to an increase or decrease in time study participants, additional supplemental trainings, additional financial support, changes/updates or other variances made to the Contractor's RMS.

III. PAYMENT TERMS: Invoices are to be submitted quarterly in arrears to the requesting department's bill-to address, unless otherwise directed in this Contract. Contractor shall reference the Contract number on all invoice(s). Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange and verified and approved by the department and subject to routine processing requirements.

Billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

IV. PAYMENT - ELECTRONIC FUNDS TRANSFER (EFT): The County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to the County of Orange via an EFT Authorization Form. To request a form, please contact the department DPA.

V. TAXPAYER ID NUMBER: Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.

VI. INVOICING INSTRUCTIONS

- A. **Billing/Payment Interval:** County shall pay Contractor invoice payments quarterly in arrears, at County Project Manager's sole discretion, for actual reasonable costs incurred and paid by Contractor to perform the services required by this Contract, in accordance with the amounts and categories specified in the Section II for Contract Services provided. However, payment for each line item shall not exceed the amount specified, and the Project Manager or Designee may approve adjustments of the amount set forth within each line item, so as long as the total of the amounts within all line items, as adjusted, shall not exceed the total annual contract amount.
- B. **Reimbursements:** Contractor shall reimburse County for any monies paid to Contractor for items not provided or when services do not meet Contract requirements. Payments made by the County shall not preclude the right of the County from thereafter disputing any services invoiced or billed under this Contract and shall not be construed as acceptance of any part of the services.
- C. **Administrative Fees:** Contractor shall invoice County for the Administrative Fees described in Attachment B - Section II "Fees and Compensation" herein, at the close of each quarter.
- D. **Revenue Based 2.5 % Fees:** Upon Probation's actual receipt of Title IV-E revenues from CDSS, Probation will advise Contractor of the amounts, equal to 2.5% of such revenues, that will be due and payable to Contractor. Contractor shall invoice County for those revenue-based 2.5% fees as specified by probation and described in the above Section II herein. The Parties acknowledge that Probation's receipt of Title IV-E revenues from CDSS may take up to 120 days or more after the close of the quarter.
- E. **As a condition of payment,** County may require that the Contractor furnish documentation such as details itemization and receipts that pertain to this Contract.

- F. **Invoicing:** Invoices shall be payable upon receipt of an invoice in a format acceptable to the County, approved by the County Project Manager and in accordance with Section II above, and subject to the County routine processing requirements.

Contractor shall provide an invoice on Contractor's letterhead for services rendered. Each invoice must have a unique number and must include the following information:

- A. Contractor's name or DBA;
- B. Contractor's address;
- C. Contractor's remittance address (if different from line B);
- D. Contractor's Federal Taxpayer's ID number;
- E. Billed to the County of Orange or Orange County Probation Department;
- F. Delivery/Service Address
- G. Invoice number;
- H. Invoice date;
- I. Goods/services ordered date;
- J. Goods/services description; quantity, unit prices;
- K. Contract Number **MA-057-24010374**;
- L. Requisition Number: **RX 1636829**
- M. Sales tax, if applicable;
- N. Freight/delivery charges, if applicable; and
- O. Total Invoice Amount.

- VII. Invoices shall itemize all fees, including all applicable Federal, State Tax and/or any other applicable tax and/or environmental fees as separate line items when invoicing.

Invoice and support documentation shall be mailed to:

COUNTY OF ORANGE
PROBATION: ACCOUNTS PAYABLE
PO BOX 10260
SANTA ANA, CA 92711-0260

Or

Emailed to Prob-AP@prob.ocgov.com (preferred)

The responsibility for providing an acceptable invoice to County for payment rests with Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to Contractor for correction.

ATTACHMENT C STAFFING PLAN

I. Primary Staff/Key Personnel to Perform Contract Duties:

Name	Classification Title	Years of Experience	Number of Years with Contractor
Mark Perkinson	Title IV-E Operations, SVP	20 Years	20 Years
Amy Hoffman	Lead Financial Analyst	20 Years	20 Years
LaKeia Coleman	Title IV-E – Director	8 Years	8 Years
Samantha Shinette	Jr. VP Title IV-E RMTS	10 Years	10 Years
Soo Woo	Title IV-E Financial Deputy Director	8 Years	8 Years
Tiara Witcher	Time Study Analyst	1 Year	1 Year

II. Alternate Staff/ Key Personnel (for use only if primary staff is not available):

Name	Classification Title	Years of Experience	Number of Years with Contractor
N/A	N/A	N/A	N/A

Contractor certifies that the primary staff/key personnel in this Attachment C must be used to perform the services in this Contract for the duration of the Contract, unless otherwise requested or approved by County. Substitution or addition of primary staff/key personnel in any given classification is not allowed unless Contractor receives express prior written consent of the County Project Manager. ***Note: Written approval(s) of substituted Key Personnel is for departmental use only and shall not be used for auditing purposes.***

Contractor has the right to involve staff/personnel, as their services are required, but only with County's express prior written consent. The specific individuals will be assigned based on the need and timing of the service/classification required.

County has the right to remove any personnel from providing services to County under this Contract. County is not required to provide any reason, rationale or factual information for the request to remove a contractor's staff/personnel and Contractor is required to comply within the time requested.

ATTACHMENT D CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT



STATE OF CALIFORNIA
HOC 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 Justice Benefits, Inc.

(Private Contractor)

to perform Technical Assistance in Title IV-E, Administrative Claims services on its behalf.

(Type of service)

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, nor automatically authorize access to state summary criminal history information. Information from the CLETS is confidential and may be used only for the purpose(s) for which it is authorized. Violation of confidentiality requirements or access authorizations may be subject to disciplinary action or criminal charges.

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

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

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



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

DEPARTMENT OF JUSTICE
PAGE 2 of 2

CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

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

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

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

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

Signature (CLETS Subscribing Agency Head)

Print Name and Title

Date

DocuSigned by:

Teresa Wolf

JB1

Signature (Private Contractor Agency Head)

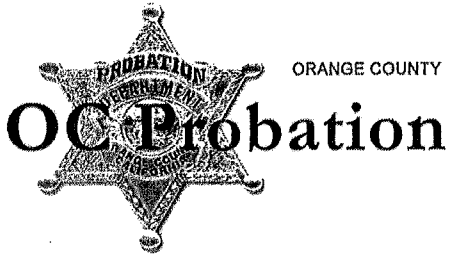
Teresa Wolf

Print Name and Title

3/8/2024

Date

ATTACHMENT E



DANIEL HERNANDEZ
CHIEF PROBATION OFFICER

TELEPHONE: (714) 569-2000

1055 N. MAIN STREET, 5TH FLOOR
SANTA ANA, CA 92701

MAILING ADDRESS:
P.O. BOX 10260
SANTA ANA, CA 92711-0260

Prison Rape Elimination Act (PREA) and Tri-Fold Brochure Orientation Information

The Orange County Probation Department has a zero-tolerance policy toward any acts of sexual misconduct by staff, youth, volunteers, contractors, vendors and collaborative partners including, sexual assault, sexual abuse and sexual harassment. This includes any sexual act, touching, comments or gestures.

- You have received a copy of the information sheet "Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients."
- You understand that the Orange County Probation Department has a zero-tolerance policy related to sexual assault, sexual abuse and sexual harassment involving youths in custody or under the supervision of this department.
- You understand that you are required to immediately report any instance of suspected, reported or observed acts of sexual assault, abuse or harassment to a supervisor or administrator and to fully cooperate with investigation of such incidents.
- You understand that the Probation department will fully investigate any incidents of suspected, reported or observed sexual assault, sexual abuse and sexual harassment

If you have any questions regarding this document, the brochure, "Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients." or if you need this information explained to you in a different language or format, please notify staff.

I have been provided with the brochure, "Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients." And have had an opportunity to ask questions.

I UNDERSTAND THAT I AM REQUIRED TO COMPLY WITH THE ORANGE COUNTY PROBATION ZERO TOLERANCE FOR SEXUAL MISCONDUCT POLICIES AND PROCEDURES.

Teresa Wolf

JBI

Print Name
Docusigned By:

Teresa Wolf

02100910E0F042A...

Signature

3/8/2024

Date

Staff Signature/Title

Date

How to report observed or suspected incidents of sexual abuse, assault, and/or harassment

Probation staff including volunteers, contractors and vendors are required to immediately report any instance of suspected or observed sexual abuse, sexual assault or sexual harassment verbally to a supervisor or administrator then to document the matter in writing within 24-hours.

- Inform the Institution Duty Officer, any Supervisor or Administrator of the facility where the alleged abuse occurred
- Report anonymously on the Probation Hotline 1-(888) 296-3389
- Contact the Probation Dept. PREA Coordinator 1-714-935-7095
- Orange County Child Abuse Hotline 1 (800) 207-4454

No probation staff member, individual subject to probation supervision, facility resident, volunteer, or collaborative partner will be subject to retaliation for acting in good faith to intervene in, report or document any incident of sexual abuse, sexual assault or sexual harassment.

Orange County Probation Department currently partners with the following agencies for victim support:

Community Service Program (CSP)

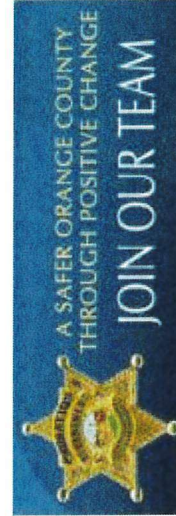
24-Hour Crisis Hotlines
(714) 957-2737
(949) 831-9110

Report any concern of sexual misconduct:

PREA Coordinator : (714) 935-7095

Probation Hotline 1-(888) 296-3389

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<http://e.gov.ocgov.com/ocgov/Probation>



Your Responsibilities in the Prevention and Reporting of Sexual Misconduct with Probation Clients

For Volunteers, Contractors,
Collaborative Partners and Vendors of
the Orange County Probation
Department

Staff Sexual Misconduct

The Orange County Probation Department has a **zero tolerance policy** regarding sexual assault, sexual abuse and sexual harassment. Residents of probation facilities, individuals under probation supervision, probation staff, volunteers, contractors, vendors and collaborative partners have a right to an environment that is free from sexual abuse, sexual assault and sexual harassment.

Department policy and state law specifically forbids sexual misconduct, including sexual harassment between probation clients and staff. For this purpose, "staff" includes: contractors, vendors, and volunteers of the Orange County Probation Department as well as staff from other Federal, State and Local jurisdictions. A "probation client" means someone incarcerated/detained in a correctional facility or under supervision in the community.

Sexual misconduct is defined in the Prison Rape Elimination Act (PREA) 2003. Forms of sexual misconduct include, but are not limited to:

1. Any behavior of a sexual nature directed toward a probation client by a Department staff, contract staff, vendor, or volunteer.
2. Inappropriate touching between probation clients and staff.
3. All completed, attempted, threatened, or requested sexual acts between Department staff, contract staff, vendor, or volunteer, and a probation client.
4. Sexual comments and conversations with sexually suggestive innuendos or double meanings.
5. Display or transmittal of sexually suggestive posters, objects, or messages.

The department will fully investigate and immediately address all allegations of sexual assault, sexual abuse and sexual harassment to include criminal and administrative sanctions as appropriate.

An Abuse of Power

Due to the imbalance of power between probation clients and staff in correctional settings, sexual interactions between staff (who have power) and probation clients (who lack power) are unprofessional, unethical and illegal.

Some probation clients who lack power may become sexually involved with staff in an effort to equalize the imbalance of power. Occasionally a probation client may try to use sex to improve his/her standing or circumstances (e.g., better job, avoid disciplinary action, affect a release plan, gain privileges, etc.).

As a Probation Department contractor, vendor or volunteer, your assignments can place you in a position of authority over the clients with whom you interact in a professional capacity. It is not possible to have a relationship as equals because you have a responsibility to maintain custody, evaluate work performance, and/or provide input to issues that affect release dates, return to prison, or other sanctions.

Because of the imbalance of power between clients and staff vendors, contractors and volunteers, there can never be a consensual relationship between staff and clients. In fact, 'consent' is not a defense to prosecution.

History of Victimization

Some staff don't think of clients as "victims" of staff sexual misconduct, especially when the client appears to be a willing participant or even initiated the sexual or "romantic" interactions with a staff member. The client is always the victim because of the imbalance of power. The consent or willingness of a client to participate may be a survival strategy or a learned response to previous or current victimization.

Many clients have a history of victimization (physical and/or sexual abuse), which may make them especially vulnerable to the sexual overtures of persons in positions of authority. Their perception of

affection/love may be skewed by this background of abuse making it impossible for them to refuse advances of a staff member. In some instances, particularly for female clients, their survival in the community has been directly related to using their sexuality to obtain the means to survive. Coupled with low self-esteem, this carries over into their conduct in prison and while under community supervision.

As the person in authority, it is your responsibility to discourage, refuse and report any overtures as well as maintain professional boundaries at all times.

Boundaries in relationships can be difficult. If you question your professional boundaries with an client or feel uncomfortable with his/her actions or advances toward you, talk to another person you respect and/or bring this matter to the attention of a Probation supervisor or administrator before it gets out of control.

Red Flags:

The following are behaviors or 'red flags' that may signal you or someone you work with is in danger of engaging in sexual misconduct with a client:

- Spending a lot of time with a particular client
- Change in appearance of a client or staff member
- Deviating from agency policy for the benefit of a particular client
- Sharing personal information with a client
- Harassment
- Doing favors for a client
- Consistently volunteering for a particular assignment or shift
- Coming to work early/staying at work late
- Flirting with a client
- Overlooking infractions of a particular client

**ATTACHMENT F
ORANGE COUNTY SUPERIOR COURT POLICIES:**

Juvenile Court Administrative Order No. A-100-2-2013 –
Public Access and Media; Confidentiality; Photography/Audio/Video Recording

Juvenile Court Administrative Order No. 12/003-903 –
Exchange of Information



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

Superior Court of California
County of Orange

January 21, 2014

Page 2

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

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

Superior Court of California
County of Orange

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

Superior Court of California
County of Orange

January 21, 2014

Page 4

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.

Superior Court of California
County of Orange

January 21, 2014

Page 5

- 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.

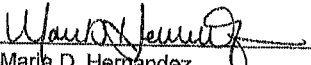
7. **Admission into the courtroom:** When authorized by order of the assigned judicial officer or the Presiding Judge of Juvenile Court, when advised of the presence of the media, courtroom staff, including Sheriff's personnel, shall facilitate the admission of the media into the courtroom for the matter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

JUL 05 2018

DAVID H. 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, subs. (g)(13) & (g)(16), § 11400 and § 10850;
5 see also 42 U.S.C. § 675 subs. (1) & (8) and 42 U.S.C. § 671, subd. (a)(16).)

6 5. *Law Enforcement Agencies and Federal Officials*

7 The exchange and/or dissemination of information from a juvenile case file to law enforcement
8 agencies is governed by WIC Sections 827 and 828. Additionally, WIC Section 831 precludes the
9 disclosure and/or dissemination "of juvenile information to federal officials absent a court order of the
10 judge of the juvenile court upon filing a petition as provided" in WIC Section 827, subdivisions
11 (a)(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. (c).)

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.

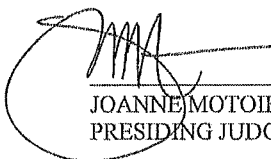
3 8. *In all other instances.*

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

ATTACHMENT G
CRIMINAL OFFENDER RECORD INFORMATION (CORI)
(CONFIDENTIALITY OF CORI INFORMATION)

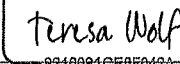
Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of, during the legitimate course of your duties, you have access to 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.

DocuSigned by:

92100010E8F042A...
(signature)
Teresa wolf
JBI
Name (Print)
EVP
Classification
3/8/2024
Date

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

ATTACHMENT H**COUNTY OF ORANGE CAMPAIGN CONTRIBUTION DISCLOSURE INFORMATION**

The attached Campaign Contribution Disclosure Form must be completed by applicants for, or persons who are the subject of, any proceeding involving a license, permit, or other entitlement for use, including most contracts and franchises, pending before the Board of Supervisors ("Board") of the County of Orange or any of its affiliated agencies.

IMPORTANT NOTICE

Government Code section 84308 (also known as the "Levine Act") contains requirements that are summarized generally as follows:

- A. If you are an applicant for, or the subject of, any proceeding involving a license, permit, or other entitlement for use, you are prohibited from making a campaign contribution of more than \$250 to any member of the Board of Supervisors or other County official who may participate in your proceeding. This prohibition begins on the date your application is filed or the proceeding is otherwise initiated, and the prohibition ends 12 months after a final decision is rendered by the Board of Supervisors or other County officer. In addition, no Board member or other County official who may participate in your proceeding alternate may solicit or accept a campaign contribution of more than \$250 from you during this period.
- B. These prohibitions also apply to your agents, and, if you are a closely held corporation, to your majority shareholder as well. These prohibitions also apply to your subcontractor(s), joint venturer(s), and partner(s) in this proceeding. Also included are parent companies and subsidiary companies directed and controlled by you, and political action committees directed and controlled by you.
- C. You must file the attached disclosure form and disclose whether you or your agent(s) have in the aggregate contributed more than \$250 to any Board member or other County officer who may participate in your proceeding during the 12-month period preceding the filing of the application or the initiation of the proceeding.
- D. If you or your agent have in the aggregate contributed more than \$250 to any individual Board member or other County officer who may participate in your proceeding during the 12 months preceding the decision on the application or proceeding, that Board member or other County officer must disqualify himself or herself from the decision. However, disqualification is not required if the Board member or other County official returns the campaign contribution within 30 days from the time the member or official knows, or should have known, about both the contribution and the fact that you are a party in the proceeding. The Campaign Contribution Disclosure Form should be completed and filed with your application or proposal, or with the first written document you file or submit after the proceeding commences.
 1. A proceeding involving "a license, permit, or other entitlement for use" includes all business, professional, trade and land use licenses and permits, and all other entitlements for use, including all entitlements for land use, all contracts (other than competitively bid, labor or personal employment contracts), and all franchises.
 2. Your "agent" is someone who represents you in connection with a proceeding involving a license, permit or other entitlement for use. If an individual acting as an agent is also acting in his or her capacity as an employee or member of a law, architectural, engineering, consulting firm, or similar business entity, both the business entity and the individual are "agents."

3. To determine whether a campaign contribution of more than \$250 has been made by you, campaign contributions made by you within the preceding 12 months must be aggregated with those made by your agent within the preceding 12 months or the period of the agency relationship, whichever is shorter. Contributions made by your majority shareholder (if a closely held corporation), your subcontractor(s), your joint venturer(s), and your partner(s) in this proceeding must also be included as part of the aggregation. Campaign contributions made to different Board of Supervisors members or other County officer who may participate in your proceeding are not aggregated.
4. A list of the Board of Supervisors members and other County officials is attached.

This notice summarizes the major requirements of Government Code section 84308 of the Political Reform Act and California Code of Regulations, Title 2 sections 18438.1-18438.8.