Docusign Envelope ID: 5996B724-4B50-833D-80E5-6EB806E56B34

Contract MA-057-27010050

Between

County of Orange

And

North Orange County Regional Occupational Program

For

Construction Technology Services

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This Contract MA 057-27010050 for Construction Technology Services (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 Orange County Probation (County), and North Orange County Regional Occupational Program, a Joint Powers Authority (Contractor), with County and Contractor sometimes referred to as Party or collectively as Parties.

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Payment and Compensation

Exhibit 1– Juvenile Court Administrative Orders of the Orange County Superior Court

Exhibit 2 – CLETS Private Contractor Management Control Agreement

Exhibit 3– Prison Rape Elimination Act

Exhibit 4- FBI Criminal Justice Information Services Security Addendum

Exhibit 5- CLETS' Employee Volunteer Statement Form

Exhibit 6- Confidentiality of CORI Information

Exhibit 7 - Employee Acknowledgement of Employer Form

RECITALS

WHEREAS, Contractor and County are entering into this Contract for Construction Technology Services (Services) under this usage Contract; and,

WHEREAS, County solicited for the Services as set forth herein, and Contractor represented that it is qualified to provide the Services to the County as further set forth in this Contract and its Attachments and Exhibits; and,

WHEREAS, Contractor agrees to provide the Services to the County as further set forth in the Attachments and Exhibits including, but not limited to, Attachment A, Scope of Work; and

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

WHEREAS, the County Board of Supervisors has authorized the Procurement Officer or designee to enter into a Contract for Construction Technology Services with the Contractor.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

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I. GENERAL TERMS AND CONDITIONS

A. Governing Law and Venue:

This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for 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 Procurement 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 Contractor.

E. Delivery:

Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.

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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 commodities/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 commodities 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 the Insurance and Indemnification section, and as more fully described in the Insurance and Indemnification section 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 the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

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 pursuant to Section 1741 of the California Labor Code.

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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 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 Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation. See Additional Terms and Conditions number twenty-nine (29) for "Orderly Termination".

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 warrant 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 commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, 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. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.

O. Changes:

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

P. 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 terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

Notwithstanding other notice or termination provisions contained herein, County reserves the right to immediately terminate this Contract, as of the date on which the County provides written determination of termination of this Contract under this provision anytime upon or after

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assignment, in the event that the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services or commodities under this Contract. In the event of an immediate termination under this provision, the Contractor shall promptly refund the County an amount equal to the pro rata portion of any charges the County paid in advance for any remaining portion of the Contract after the date of termination. Likewise, the County shall not be liable for payment for any remaining services not yet provided and accepted by the County under this Contract after the date of termination for any payments to be made in arrears pursuant to the terms of the Contract.

Q. Force Majeure:

Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

R. 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.

S. 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 the Insurance and Indemnification section, 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.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

T. Freight:

Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under Contract.

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U. 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 had 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 effect the purpose of the parties and this Contract.

Y. Employee Eligibility Verification:

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

Z. Audits/Inspections:

Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by 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 Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

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

Contractor agrees to maintain such records for possible audit for a minimum of three 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 County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

AA. 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.

BB. Expenditure Limit:

Contractor shall notify County of Orange assigned Deputy Procurement Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

CC. California Public Records Act:

Contractor and County agree and acknowledge that all information and documents related to the award and performance of this Contract may be subject to disclosure pursuant to the California Public Records Act, California Government Code Section 7920.000 et seq. Contractor shall not respond to any California Public Records Act request directed at County; all responses shall be handled by County.

II. INDEMNIFICATION AND INSURANCE PROVISIONS

DD. Indemnification

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. Notwithstanding anything stated above, nothing contained herein shall relieve Contractor of any insurance requirements of obligations created elsewhere in this Contract.

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EE. General Insurance Requirements

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).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

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

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

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.

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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.

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

If the Contractor fails to provide the insurance certificates and endorsements within ten (10) days of notification by CEO/Procurement or the agency/department procurement 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.

1. **Commercial General Liability**

Minimum limits and coverage

$1,000,000 per occurrence; $2,000,000 aggregate

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.

Required Endorsements

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

a. 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.

b. 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

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insurance or self-insurance maintained by the County shall be excess and non-contributing.

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).

2. **Automobile Liability including coverage for owned, non-owned and hired vehicles**

Minimum limits and coverage

$1,000,000 combined Single Limit

Required Coverage Forms

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

3. **Workers' Compensation**

Minimum limits and coverage

Statutory

Required Endorsements

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, agents, and employees*** or provide blanket coverage, which will state ***As Required by Written Contract.***

4. **Employers Liability Insurance**

Minimum limits and coverage

$1,000,000 per accident or disease

5. **Network Security & Privacy Liability**

Minimum limits and coverage

$1,000,000 per claims-made

Required Endorsements

The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance:

a. An Additional Insured endorsement naming the ***County of Orange, its elected and appointed officials, officers, agents, and employees*** as Additional Insureds for its vicarious liability.

b. A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

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If Contractor's Network Security & Privacy Liability is a "Claims-Made" policy, Contractor shall agree to the following:

a. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

b. 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.

c. 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.

6. **Professional Liability**

Minimum limits and coverage

$1,000,000 per claims-made or occurrence; $1,000,000 aggregate

Required Endorsements

If Contractor's Professional Liability is a "Claims-Made" policy, Contractor shall agree to the following:

a. The retroactive date must be shown and must be before the date of the contract or the beginning of the Contract services.

b. 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.

c. 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.

III. ADDITIONAL TERMS AND CONDITIONS

1. Scope of Contract:

This Contract specifies contractual terms and conditions by which County will procure Vocational Services Items 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 commence upon execution of all necessary signatures and continue for three (3) calendar years from that date, unless otherwise terminated by County.

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3. **Renewal:**

This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one (1) year periods. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.

4. **Adjustments – Scope of Work:**

No adjustments made to the Scope of Work will be authorized without prior written approval of County assigned Deputy Purchasing Agent and a duly executed amendment.

5. **Bills and Liens:**

Contractor shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of Article DD, "Indemnification" above, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

6. **Breach of Contract:**

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

a. Terminate Contract immediately, pursuant to the General Terms and Conditions section, "Termination" Article herein;

b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;

c. Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and

d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.

7. **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.

8. **Conflict of Interest – Contractor's Personnel:**

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor,

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Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of County.

Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of ten (10) percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.

9. **Conflict of Interest – County Personnel:**

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

10. **Contractor's Project Manager and Key Personnel:**

Contractor shall appoint a Project Manager to direct Contractor's efforts in fulfilling Contractor's obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County's Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project timelines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

11. **Contractor Personnel – Reference Checks:**

Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work 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.

12. **Contractor's Expense:**

The Contractor will be responsible for all costs related to photo copying, telephone communications, 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.

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13. **Contractor's Records:**

Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by 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 County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

14. **Conditions Affecting Work:**

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 Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. 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 County are expressly stated in Contract.

15. **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 2 percent 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.

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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 15 percent 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.

16. **Data – Title To:**

All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.

17. **Default – Re-Procurement Costs:**

In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.

18. **Disputes – Contract:**

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, as specified in Article titled "Notices" below, such matter shall be brought to the attention of the County DPA by way of the following process:

a. The Contractor shall submit to the agency/department assigned Deputy Purchasing Agent 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 County, on its own initiative, has already rendered such a final decision.

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

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

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Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in Article "Termination" herein.

19. **Drug-Free Workplace:**

Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. 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)(1).

b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) 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(a)(3) 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 Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:

1. Contractor has made false certification, or

2. Contractor violates the certification by failing to carry out the requirements as noted above.

20. **EDD Independent Contractor Reporting Requirements:**

Effective January 1, 2001, County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom County pays $600 or more or with whom County enters into a contract for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

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

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

Additional information on this reporting requirement can be found at the California Employment Development Department website located at http://www.edd.ca.gov/Employer_Services.htm.

21. **Emergency/Declared Disaster Requirements:**

In the event of an emergency or if Orange County is declared a disaster area by County, state or federal government, Contract may be subjected to unusual usage. Contractor shall service 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 Contractor shall apply to serving County's needs regardless of the circumstances. If Contractor is unable to supply the goods/services under the terms of Contract, then Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from 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 Contractor shall show both the emergency purchase order number and Contract number.

22. **Error 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.

23. **Equal Employment Opportunity:**

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. Contractor shall not discriminate against any employee or applicant for

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employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

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

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

24. **Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and articles, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

25. **News/Information Release:**

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 County through County's Project Manager.

26. **Notices:**

Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing or email 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.

Contractor:	North Orange County Regional Occupational Program

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Attn:	Kelly Kennedy, Ed.D. Assistant Superintendent of Educational Services
Address:	385 N. Muller Street, Anaheim, CA 92801
Phone:	(714) 502-5877
Email:	kkennedy@nocrop.us

County's Project Manager: Probation	
Attn:	Jason Doud, Assistant Division Director
Address:	331 The City Drive Orange CA, 92868
Phone:	(714) 935-7594
Email:	jason.doud@prob.ocgov.com

27. **Precedence:**

Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among 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 then the attachments.

28. **Subcontracting:**

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this paragraph shall be void.

In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

29. **Termination – Orderly:**

After receipt of a termination notice from County of Orange (see Article K, "Termination" for more information), Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 30 days from the effective date of the termination,

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unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

30. **Usage:**

No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.

31. **Usage Reports:**

Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.

32. **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 three (3) business days after written notice from 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. The County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under the Contract.

33. **Mandatory Kick-Off Meeting:**

Upon award of the contract, the awarded vendor(s) may be required to attend a mandatory kick-off meeting with County representatives to discuss important information related to the scope of work, the contract, and the invoice payment process. Additional meetings, including but not limited to, a quarterly check-in meeting may be required to review any issues with the contract.

34. **Permits and Licenses:**

Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed

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approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.

35. **Inventory:**

County has an ongoing requirement for the commodities indicated in this Contract. Contractor shall maintain a reasonable stock on hand of all commodities for delivery upon request.

36. **Order Dates:**

Orders may be placed during the term of Contract even if delivery may not be made until after the term of Contract. Order dates take precedence over delivery dates. Contract must clearly identify the order date on all invoices to County.

37. **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.

38. **Probation Background Investigation:**

Probation shall conduct a background investigation on Contractor's employees identified as assigned to perform services under this Contract and Article 39 – 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.

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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 39- 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.

End of Terms and Conditions

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SIGNATURE PAGE

North Orange County Regional Occupational Program

* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

Signature	Name	Title	Date
Kelly Kennedy	Kelly Kennedy Ed.D.	Deputy Superintendent	9-16-26
Signature	Name	Title	Date

COUNTY OF ORANGE, A political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

Signature	Name	Title	Date
		Deputy Purchasing Agent	

Approved as to form:

Office of the County Counsel

By: Signed by: John Cleveland C6D4F34F9B4A472...

Deputy County Counsel

Name: John Cleveland

Date: 9/29/2026

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ATTACHMENT A - SCOPE OF WORK

A. Introduction/Background:

1. Senate Bill (SB) 823, also known as the "Juvenile Justice Realignment' was signed into law by Governor Gavin Newsom on September 30, 2020. This historic legislation mandates the phased closure of the California's Department of Juvenile Justice (DJJ) and transfers to counties the responsibilities over custody, treatment, and supervision of youth adjudicated for serious and/or violent offenses under Welfare and Institutions Code § (WIC) §707(b).

2. SB 823 established the following:

    - The Juvenile Justice Realignment Block Grant to support counties' programming, supervision and services to support and rehabilitate youth realigned from DJJ and eligible WIC § 707(b) youth;

    - The creation of created the Office of Youth and Community Restoration (OYCR), a new state agency under California's Health and Human Services Agency, to provide oversight and accountability of the realigned system;

    - Raised the age of local jurisdiction and confinement to age twenty-five (25) for serious cases/WIC 707 (b) offenses;

    - Established a new sentencing track for the realigned population.

3. On February 25, 2021, the Orange County Juvenile Justice Coordinating Council (OCJJCC) approved changes to its bylaws to include the creation of the OCJJCC's SB 823 Subcommittee, which was tasked with drafting a plan to address the needs of youth within the target population. On May 27, 2022, the OCJJCC approved the Juvenile Justice Realignment Plan created by the SB 823 Subcommittee. The approved plan included an evaluation component to measure the effectiveness of SB 823 programs and services. The county's plan was reviewed, updated and approved by the OCJJCC's SB 823 Subcommittee on July 24, 2025. The 24/25 plan was submitted to the OYCR and was accepted.

4. Other youth who are not WIC § 707(b) offenders but are under the supervision of or housed by the Probation Department may also be eligible for the services described in this scope of work.

5. Probation, in its sole discretion, will determine the population to be served by this agreement. Probation shall refer youth to Contractor and Contractor shall provide the services in this agreement to the referred youth.

6. Contractor recognizes the nature of the work in a secured facility and with the identified population and assumes and accepts all risk of personal harm, bodily injury, death and/or damage to property. Contractor agrees that the County will not be liable for any such harm, injury, death and/or damage that may occur at the secured facility and with the identified population. Contractor shall ensure that its staff are aware of and adhere to Probation's security procedures and relevant policies at all times.

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B. SB 823 Population:

1. As of January 2, 2026, Orange County Probation was serving a total 358 youth pending or adjudicated for serious and/or violent offenses under Welfare and Institutions Code (WIC) § 707(b). The majority were male and Hispanic. Nearly 56% were 14 to 17 years old.

SB823 Demographics: Snapshot as of January 2, 2026
(N=358)

	#	%
Gender		
Male	311	86.9%
Female	47	13.1%
Ethnicity		
Hispanic	273	76.3%
Black	28	7.8%
White	29	8.1%
Asian/Pacific Islander	10	2.8%
Other/Unknown	18	5.0%
Age		
14-15	35	9.7%
16	76	21.2%
17	89	24.9%
18	70	19.6%
19	30	8.4%
20	15	4.2%
21-24	19	5.3%
25+	24	6.7%

2. As of January 2, 2026, 24.3% of pending/active SB823 youth were in custody at one of Probation's facilities – Juvenile Hall, Youth Guidance Center or Youth Leadership Academy. The remaining 75.7% were supervised in the community by OC Probation.

Location of Pending/Active SB823 Youth on January 2, 2026		
	Number	Percent
In Custody	**87**	**24.3%**
Juvenile Hall	62	
Camps (Youth Guidance Center or Youth Leadership Academy)	25	
Not in Custody (Supervised in the Community)	271	**75.7%**
Total	**358**	**100%**

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3. In calendar year (CY) 2024, OC Probation served 375 active SB823 youth. Two hundred thirty-eight (238) SB823 youth out of the 375 CY2024 SB823 youth have either completed or are serving a court-ordered commitment; 137 were not ordered commitment time. For these 238 youth with commitments, they had a total of 269 petitions containing at least one 707(b) offense where a commitment was ordered.

CY 2024 Court-Ordered Commitment Days		
Commitment (in days)	**Number**	**Percent**
30 or less	14	5%
31-90	76	28%
91-180	79	29%
181-364	33	12%
365-600	26	10%
601-999	15	6%
1,000 or more	26	10%
Total Petitions	**269**	**100%**

The average commitment length was 299 days. Approximately 33% of commitments were 90 days or less. Approximately 23% of the commitments ordered were one year or longer, and the longest commitment time was 5,113 days.

C. Other Probation Youth Population:

1. Additionally, other youth supervised or housed by the Probation Department may qualify for services described in this scope of work.

D. Contractor Responsibilities:

Contractor shall:

1. Provide vocational courses in Construction Technology to youth housed at Orange County Juvenile Hall (JH), Youth Guidance Center (YGC), Youth Leadership Academy (YLA) with the goal of assisting the youth to obtain a vocational certificate or degree.

   a. Contractor shall provide three cohorts per year. Each cohort will contain a maximum of 10 youth.

   b. Each cohort will be 16 weeks long, for a total of 160 hours of instruction. Three cohorts per year.

   c. Classes will be held five days days per week for 10 hours per week.

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2. Provide in person onsite instruction at JH, YGC, and YLA and online courses, as permitted by the County.

3. Assist youth with completing Federal Student Aid (FAFSA) forms and assisting with applications for financial aid.

4. Provide a vocational counselor to work directly with each youth and help create a road map of classes and/or training each youth should complete to fulfill their individual goals.

5. Provide the following courses more fully described below in "a-i". Certificates will be issued by the Contractor and will include the name of the youth, name of the Contractor, number of hours completed, grade (if applicable) and date of issuing. Qualification for a certificate will be based on industry standards or approved course description.

   a. OSHA - 10 Training and testing - Introduce students to essential construction safety standards, hazard recognition and worker rights and responsibilities through targeted instruction to establish a foundation for safe practice throughout the remainder of the course.

      Outcome/Objectives

      1) Successful completion of OSHA-10 certification, demonstrating readiness to apply safety standards in future focuses and prepared for the Employability focus at the end of the curriculum.

   b. Orientation and Shop Safety - Learn about construction safety protocols, PPE, and workplace expectations through the analysis of safety data, interpretation of OSHA guidelines, and exploration of team dynamics on a construction job site.

      Outcome/Objectives

      1) Demonstrate safe behavior and identify shop hazards.
      2) Interpret visual data and safety signage.
      3) Understanding roles in collaborative job site environments.
      4) Write a job site safety briefing.
      5) Analyze the causes of common construction accidents and present recommendations.
      6) Successful completion of OSHA-10 training and earned certification.

   c. Measurement, Math and Scale in Construction - Develop accuracy and confidence with measurement tools, fractions, decimals, and scale drawings. Lay the mathematical foundation for interpreting blueprints and planning projects, focusing on measurement concepts, scale, and the application in blueprint reading and layout.

      Outcome/Objectives

      1) Use and convert measurements accurately.
      2) Apply geometry and scaling in construction drawings.
      3) Interpret and use the architect's scale.
      4) Read technical manuals and measurement charts.
      5) Research tools that improve accuracy.
      6) Solve measurement-based design problems.

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a. Construction Materials Wood, Glue and Fasteners - Explore the properties, types, and applications of various construction materials. Emphasis is placed on wood identification and understanding appropriate fastening methods to determine appropriate uses based on structural properties .

Outcome/Objectives

1) Identify wood types and applications.
2) Match adhesives and fasteners to their appropriate uses.
3) Describe materials' historical and modern use in construction.
4) Read material safety data sheets (MSDS) and wood classification texts.
5) Research the sustainability of various building materials.
6) Compare material performance through written analysis.

b. Hand and Power Tools Identification and Use - . Build proficiency with basic hand tools and portable power tools. Demonstrate safe tool operation and recognize which tools are appropriate for specific tasks, focusing on selection, application, and troubleshooting.

Outcome/Objectives

1) Identify hand and power tools.
2) Demonstrate safe tool usage.
3) Match tools for specific job functions.
4) Read tool manuals and manufacturing guidelines.
5) Write tool operation summaries and safety logs.
6) Analyze and compare different technologies through guided research.

c. Blue Print Reading - and Construction Schematics- Gain introductory skills in reading and interpreting blueprints and schematics. Emphasis is placed on visualizing 3D forms and extracting technical details such as symbols, dimensions, and layout reading.

Outcome/Objectives
1) Interpret elevation views, schematics, and cut sheets.
2) Visualize structures from 2D drawings.
3) Develop material and cut lists.
4) Read and annotate sample construction plans. .
5) Research blueprint history and its role in modern CAD design.
6) Analyze visual-spatial layout problems using scale and proportion.
7) Construction Plans & Schematics Certificate.

g. Applied Construction Projects . Apply developing skills in tool use, measurement, and planning through small projects. These builds emphasize process, accuracy, and finishing work.

Outcome/Objectives
1) Construct basic wood structures using tools and blueprints.
2) Practice finish carpentry and project sequence.
3) Reflect on craftmanship and process
4) Document project steps in a build journal
5) Write reflections on design choices and revisions
6) Analyze problems encountered and solutions applied during the build.

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h. Tiny House Scale Model Project - This capstone project applies foundational knowledge to a miniature build of a tiny home. Demonstrate framing knowledge, sequencing, and finishing on a 1" scale model.

Outcome/Objectives

1) Build to scale using drawings and materials.
2) Identify and install framing components.
3) Practice sequencing from the subfloor to the roofing.
4) Research tiny house trends and zoning code considerations.
5) Write a technical build report with diagrams.
6) Analyze the spatial and structural integrity of the model using evaluation criteria

i. Employability -. Builds essential employability skills to prepare them for successful participation in the workforce and support career readiness.

Outcome/Objectives

1) Demonstrate foundational workplace behaviors including punctuality, accountability, teamwork, and respectful communication.
2) Apply professionalism and safety awareness.
3) Completion of a professional resume.
4) Prepare for a mock job interview.
5) Write official documents used in the workplace for employment purposes (cover letter, thank you letter, letter of resignation).

j. Knowledge and competencies will be assessed via test and the mid-point and end of the course.

6. Provide a vocational counselor to work with youth prior to release and upon release to assist with continuance of vocational training, transportation to on-site training/instruction, and employment opportunities like internships or apprenticeships.

7. Provide an adequate level of qualified personnel to provide vocational services to the target population. Personnel should have the appropriate certification to teach at the level of instruction offered.

8. Cover costs of textbooks, tools, required equipment, and safety equipment. Safety equipment includes gloves, goggles, cover ups and other equipment as necessary for the services offered. Coverage will include any other expenses reasonably related to the offered vocational training that are not otherwise specifically covered by Probation as specified below in Paragraph F.

a. Obtain written approval from County Project Manager for Program Supplies, Equipment and Quantities ordered, prior to order placement, for individual items or for individual orders that include multiple items with a grand total according to the limits and requirements below. The request to order must include the cost of individual items and the grand total. All Program Supplies and Equipment ordered under this Contract or supplied by the County are the property of the County and shall remain the property of the County after Contract expiration or termination.

- Requests for orders less than $2,500, a minimum of one written quote, pre-approval is not required.

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- Request for orders $2,500 to $10,000, a minimum of one written quote and pre-approval from the County Project Manager is required.

- Request for orders greater than $10,000, a minimum of two written quotes and pre-approval from the County Project Manager is required.

9. Provide the youth priority enrollment in all classes.

10. Provide classes throughout the week including weekends, during waking hours.

11. Appoint a Project Manager to act as a point of contact and oversee the daily operation of the program.

12. Report data as described in Attachment A- Scope of Work, Paragraph G.

13. Immediately remove and replace, subject to Probation approval, any personnel working under this Contract upon Probation's request. Probation need not give a reason for its request.

14. Report to Probation the following:

    a. Any accident or incident relating to services performed under this Contract that involves injury or property damage, which may reasonably result in the filing of a claim or lawsuit against Probation and/or the County.

    b. Any third-party claim or lawsuit filed against Contractor relating to the services performed by Contractor under this Contract.

    c. Any injury to an employee of Contractor or Probation, or to a youth.

    d. Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of Probation property, monies, or securities entrusted to Contractor under the terms of this Contract.

    e. Any complaint that Contractor personnel, youth, and/or Probation employee has violated or potentially violated the law and/or County policy as it relates to these services, or the terms of this Contract.

    Contractor shall make a verbal report to Probation as soon as possible and provide a written report with 24 hours of the occurrence.

E. <u>Note on Locations</u>

The County has begun the Orange County Youth Transition Center Juvenile Hall Replacement Project and as such, services may be required to transition to newly constructed buildings in the same vicinity at a future date.

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F. Probation Responsibilities:

1. Provide laptops with basic Microsoft Word and Excel, writing supplies including pencils/pens, paper and Wi-Fi for youth to attend class. Canvas software will be made available for youth to attend virtual classes. Probation will utilize security software to monitor youth internet use.

2. Provide County space to Contractor for the provision of services under this Contract, for those on site. Sites include Juvenile Hall 331 The City Drive South, Orange; Youth Leadership Academy (YLA) 3155 Steiner Way, Orange; Youth Guidance Center (YGC) 3030 N. Hesperian Way, Santa Ana; and the Multipurpose Rehabilitation Center (MRC) 333 The City Drive South, Orange, CA 92868.

3. Conduct a background investigation on each individual identified as assigned to perform services onsite.

4. Maintain research records as specified in Attachment A - Paragraph G, Reports/Outcomes/Data.

5. Probation shall appoint a Project Manager for the supervision of the program and to oversee the daily operation and administration of the program pursuant to the terms and conditions contained herein.

G. Reports/Outcomes/Data

1. Contractor will provide monthly tracking data, including, but not limited to:

   a. Youth referred to programing by Probation.
      1) Name, MLNum, and other identifiers
      2) DOB
      3) Demographics (gender, ethnicity, etc.)
      4) Date referred
      5) SB823 status (updated by Probation)
      6) Did youth accept or decline program
      7) Date youth accepted/declined program
      8) Date of entry
      9) Date of exit
      10) Type of exit
         i. Satisfactory/completed
         ii. Not satisfactory/did not complete
         iii. No fault (e.g. moved)
      11) Programming Dosage (in hours)
   b. Outcomes of participants as applicable.

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1) Tracking of youth pass/fail rates.
2) Performance/progress reports
3) Pre/post assessments.
4) Job placement success post release
5) Hours of instruction.
6) Number of Certifications

2. Contractor will submit/transmit tracking data to Probation on a monthly basis due the 15th of the following month.

3. Contractor shall conduct pre- and post- assessments of participating youth.

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ATTACHMENT B - PAYMENT AND COMPENSATION

A. Compensation:

This is a usage Contract between County and Contractor for Service Description as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

B. Fees and Charges:

This is a usage Contract between County and Contractor for Vocational Services and includes all other costs required to perform Services as listed in Attachment A., Scope of Work.

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

2. **Payment shall be as follows:**

Total Contract amount not to exceed:	**$902,654**

For the period of TBD, 2026-TBD, 2027

Pathway Cost	$253,008
Equipment Cost	$118,856
Total	**$371,864**

For the period of TBD, 2027-TBD, 2028

Pathway Cost	$261,357
Total	**$261,357**

For the period of TBD, 2028-TBD, 2029

Pathway Cost	$269,433
Total	**$269,433**

In support of the monthly invoice, Contractor shall submit an Expenditure and Revenue Report as specified in the Reports paragraph of Attachment B- Payment and Compensation. County shall use the Expenditure and Revenue Report to determine payment to Contractor.

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Reports- Contractor shall submit monthly Expenditure and Revenue Reports with monthly invoice. These reports shall be on a form acceptable to, or provided by, County and shall report actual costs and revenues for Contractor's program described in Attachment A- Scope of Work.

C. Budget/Staffing Modifications:

Contractor may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by County. Contractor shall submit a properly completed Budget/Staffing Modification Request to County for consideration, in advance, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining annual impact of the shift as may be applicable to the current contract period and/or future contract periods. Contractor shall obtain written approval of any Budget/Staffing Modification Request(s) from County prior to implementation by Contractor. Failure of Contractor to obtain written approval from County for any proposed Budget/Staffing Modification Request(s) may result in disallowance of those costs.

D. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required for consideration of such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, 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 Contract. Adjustments increasing Contractor's profit will not be allowed.

E. Payment Terms – Payment in Arrears:

Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

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

F. Taxpayer ID Number:

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

G. Payment – Invoicing Instructions:

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Payment Terms: Invoices are to be submitted monthly, in arrears. Each invoice should contain the appropriate back up information supporting the costs contained in the invoice.

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. Each invoice will have a number and will include the following information:

1. Contractor's name
2. Contractor's address
3. Contractor's remittance address, if different from "b" above
4. Contractor's Federal Taxpayer ID Number
5. Name of County Agency- Orange County Probation Department
6. Delivery/Service address
7. Invoice number and date
8. Good/services ordered date
9. Goods/services description, quantity, and prices
10. Contract MA-057-27010050
11. Sales tax, if applicable
12. Freight/Delivery Charges, if applicable
13. Total

Each invoice submitted by Contractor must clearly identify the amount due from County to Contractor for services provided to SB823 Participants and the amount due to Contractor for services provide to non-SB823 Participants.

Invoices and support documentation are to be forwarded to:

Probation

P.O. Box 10260

Santa Ana, CA 92711-0260

Attention: Albert Diaz, Procurement Contract Analyst

Email: albert.diaz@prob.oc.gov

a. 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.

b. 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.

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H. Payment (Electronic Funds Transfer (EFT):

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 DPA listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

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EXHIBIT 1

JUVENILE COURT ADMINISTRATIVE ORDERS OF THE ORANGE COUNTY SUPERIOR COURT

Superior Court of California
County of Orange

Chambers of
MARIA D. HERNANDEZ
PRESIDING JUDGE OF JUVENILE COURT

341 THE CITY DRIVE
ORANGE, CA 92868
PHONE: (657) 663-4503

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

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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;

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- The feasibility of orders and measures to prevent or mitigate any negative impact to the child;
- The beneficial societal values promoted by public access. (See: *San Bernardino County v. Superior Court* (1991) 232 Cal.App.3d 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.

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2. The Court finds that use of cellular telephones in the courtroom by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff is necessary for the efficient operation and conduct of Court proceedings. Therefore, such persons are authorized to use such devices in the courtroom, so long as such use is related to Court proceedings and operations, the proceedings and operations of the business of such person's agencies and firms, or other business related matters.
   a) Use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff may not disrupt the proceedings before the Court.
   b) All judicial officers of the Juvenile Court may make orders further limiting or prohibiting the use of cellular devices by attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff in the judicial officer's assigned courtroom.

3. No person (including attorneys of record for parties to Juvenile Court proceedings, social workers, probation officers and court staff) may take photographs or make audio and/or video recordings of any Juvenile Court proceedings.
   a) Juvenile Court adoption proceedings may be photographed and/or recorded, solely for the personal use of the family. All judicial officers of the Juvenile Court may make orders further limiting or prohibiting such recording in the judicial officer's assigned courtroom.

4. Photography, audio or video recording, by any means, by members of the public and the media is prohibited in any part of the Lamoreaux Justice Center, including the lobby areas, hallways, stairs, elevators, conference rooms or areas, unless expressly authorized by the Presiding Judge of Juvenile Court.

E. Media admission and coverage of Juvenile Court proceedings:

1. **Requests for admission of media:** Other than members of the media admitted pursuant to Section 676(a), all requests by members of the media to be admitted to Juvenile Court proceedings shall be directed to the Presiding Judge of Juvenile Court.
   a) Members of the media seeking admission to Juvenile Court proceedings may make such requests in writing, addressing the factors the Court considers and balances concerning the admission of persons with a direct and legitimate interest in a particular case or the work of the Court.

2. **Requests for "media coverage":** All requests for "media coverage" (for photographing, recording or broadcasting) of any Juvenile Court proceeding, including proceedings under Section 676(a), shall be made in compliance with Rule 1.150, Local Rule 180 and this administrative order, and by submitting to the Presiding Judge of Juvenile Court Judicial Council forms MC-500 and MC-510.
   a) Forms MC-500 and MC-510 shall be filed at Juvenile Court Administration (Lamoreaux Justice Center, second floor), in person or by facsimile (622-657-8384). Requests for media coverage of a matter set for a morning hearing shall be filed by 4:00 p.m. of the prior business day, and requests coverage of an afternoon hearing shall be filed by 10:00 a.m. the day of the hearing. Failure to timely file a request may result in the denial of coverage for that reason.

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b) Upon receipt of a request for media coverage, Juvenile Court Administration shall immediately deliver the request to the Presiding Judge of Juvenile Court and to the Court Public Information Office.

c) The clerk must promptly notify the parties that a request has been filed.

3. **Limitations on coverage:** Unless expressly authorized by order of the Presiding Judge of Juvenile Court, in addition to the limitations on coverage set forth in Local Rule 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.

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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 the 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

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ORDER NO. 12/003-903 - "EXCHANGE OF INFORMATION" DATED MAY 7, 2018

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
LAMOREAUX JUSTICE CENTER
JUL 05 2018
DAVID H. YAMASAKI, Clerk of the Court
BY: J. VERDUZCO 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 files[1], 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; seg. 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).)

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

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

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

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

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

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4. To the Social Security Administration

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

5. Law Enforcement Agencies and Federal Officials

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

6. Child Death Review Team

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

7. To foreign consulates

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

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

8. *In all other instances.*

In all other instances, the disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters affecting children, the presence of persons at Juvenile Court proceedings, and media coverage of Juvenile Court matters shall be governed by WIC Sections 345, 346, 675, 676, 676.5, 827, 827.10, 827.11, 827.12, 827.15, 827.2, 827.5, 827.26, 827.7, 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.

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

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

Dated this 5th of July 2018

JOANNE MOTOIKE
PRESIDING JUDGE of JUVENILE COURT

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Exhibit 2

STATE OF CALIFORNIA
HDC 0004B
(Orig. 11/2006; 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 (Public law enforcement/criminal justice agency), CA030023G (ORI)

to _____ (Private Contractor)

to perform _____ (Type of service) services on its behalf.

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

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

1. Standards for the selection, supervision, and termination of personnel. This does not grant hiring/firing authority to the CLETS subscribing agency, only the authority to grant CLETS access to personnel who meet these standards and deny it to those who do not.

2. Policies governing the operation of computers, access devices, circuits, hubs, routers, firewalls, and other components that make up and support a telecommunications network and related CA DOJ criminal justice databases used to process, store, or transmit criminal justice information, guaranteeing the priority, integrity, and availability of service needed by the criminal justice community.

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

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CLETS PRIVATE CONTRACTOR MANAGEMENT CONTROL AGREEMENT

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

1. Prior to allowing the CLETS access, train, functionally test, and affirm the proficiency of all the CLETS computer operators to ensure compliance with the CLETS and the FBI's National Crime Information Center (NCIC) policies and regulations, if applicable. Biennially, provide testing and reaffirm the proficiency of all the CLETS operators, if applicable.

2. State and FBI criminal offender record information searches must be conducted prior to allowing access to the CLETS computers, equipment, or information. If the results of the criminal offender record information search reveal a record of any kind, access will not be granted until the CLETS subscribing agency can review the matter to decide if access is appropriate. If a felony conviction of any kind is found, access shall not be granted.

3. Each individual must sign a CLETS Employee/Volunteer Statement form (HDC 0009) prior to operating or having access to CLETS computers, equipment, or information.

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

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

Signature (CLETS Subscribing Agency Head)	Signature (Private Contractor Agency Head)
Print Name and Title	Print Name and Title
Date	Date

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EXHIBIT 3

PRISON RAPE ELIMINATION ACT

ORANGE COUNTY
OC Probation

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

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.

_____
Print Name

_____ _____
Signature Date

_____ _____
Staff Signature / Title Date

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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) 207-4464

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:

Waymakers

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

Report any concern of sexual misconduct:

PREA Coordinator : (714) 567-7732

Probation Hotline 1-(833) 740-7732

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http://egov.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

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Staff Sexual Misconduct

The Orange County Probation Department has a **zero toler- ance policy** regarding sexual assault, sexual abuse and sex- ual 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,

Department policy and state law specifically forbids sexual misconduct, including sexual harassment between probation clients and staff. For this purpose, "staff" includes: contrac- tors, 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

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 pro- bation client by a Department staff, contract staff, ven- dor, 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 sug- gestive 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 unprofes- sional, unethical, and illegal

Some probation clients who lack power may become sexually in- volved 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

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

Because of the imbalance of power between clients and staff, ven- dors, 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 miscon- duct, 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

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

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 uncom- fortable 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

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 par- ticular client
- Sharing personal information with a client Horseplay
- 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

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Exhibit 4

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

DEPARTMENT OF JUSTICE
PAGE 1 of 1

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

PRINT RESET

CERTIFICATION

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

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

Printed Name/Signature of Contractor Employee _____ Date _____

Printed Name/Signature of Contractor Representative _____ Date _____

Organization and Title of Contractor Representative _____

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Exhibit 5

EMPLOYEE/VOLUNTEER STATEMENT FORM

USE OF CLETS CRIMINAL JUSTICE INFORMATION AND DEPARTMENT OF MOTOR VEHICLES RECORD INFORMATION

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

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

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

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

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

Signature: _____

Print Name: _____

Date: _____

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Exhibit 6

CONFIDENTIALITY OF CORI INFORMATION

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

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

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

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

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

_____

(Signature)

_____

Name (Print)

_____

Classification

_____

Date

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

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Exhibit 7

EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER

I acknowledge that I am an employee of _____and not of the County of Orange.

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

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

_____ _____

(Employee Name – Please Print) **(Signature of Employee)**