S69B

County Executive Office

Memorandum

January 22, 2009

To: Patricia Bates, Chair

From: Thomas G. Mauk, County Executive Officer

Subject: Exception to the Rule 21

The County Executive Office is requesting a supplemental agenda for the January 27, 2009 Board Hearing Meeting.

Agency: Probation
Subject: Renewal – Substance Abuse Services Agreement North & Central YFRCs
District 1,4

Reason for supplemental: Agreement effective February 1, 2009

Concur: FOR
Patricia Bates, Chair Board of Supervisors

cc: Rob Richardson, Assistant County Executive Officer

Revised March 2, 2010

Agenda Item

SUPPLEMENTAL AGENDA ITEM
AGENDA STAFF REPORT

MEETING DATE:	01/27/09
LEGAL ENTITY TAKING ACTION:	Board of Supervisors
BOARD OF SUPERVISORS DISTRICT(S):	1, 4
SUBMITTING AGENCY/DEPARTMENT:	Probation (Approved)
DEPARTMENT CONTACT PERSON(S):	Jeff Corp, (714) 937-4502 Brian Wayt, (714) 937-4728

SUBJECT: Renewal – Substance Abuse Service Agreement North & Central YFRCs

CEO CONCUR	COUNTY COUNSEL REVIEW	CLERK OF THE BOARD
		Discussion

Budgeted: Yes **Current Year Cost:** $134,064 **Annual Cost:** FY 09/10- $187,689

Staffing Impact: No **# of Positions:** **Sole Source:** No
Current Fiscal Year Revenue: N/A
Funding Source: State: 100%

Prior Board Action: Board Agenda dated 1/29/08, Item #36

RECOMMENDED ACTION(S)

1. Find that the subject project is Categorically Exempt (Class 21) from the provisions of CEQA pursuant to Section 15321 of the CEQA Guidelines.

2. Approve second renewal of Agreement between the County of Orange and Providence Community Services for the provision of Substance Abuse Services for the North and Central Youth and Family Resource Centers, effective February 1, 2009 through January 31, 2010, in an amount not to exceed $321,753, per Board policy.

SUMMARY:

In accordance with Board policy, the Probation Department requests approval to renew an Agreement with Providence Community Services for Substance Abuse Services for the North and Central Youth and Family Resource Centers (YFRCs), effective February 1, 2009 through January 31, 2010, in an amount

not to exceed $321,753. Service levels have been evaluated as satisfactory and current market conditions warrant renewal of this contract.

BACKGROUND INFORMATION:

The Probation Department operates three Youth and Family Resource Centers (YFRCs) in the North, Central and West regions of Orange County. As a result of fiscal shortfalls in County budget allocations, the West YFRC will close on or about February 1, 2009, and since all contracted services for the West YFRC will be eliminated, the proposed renewal Agreement does not include services for the West YFRC.

The YFRCs were created to meet the need of the County's Juvenile Justice System to provide swift and sure responses to the growing problem of serious juvenile crime activity, as well as to improve the outcomes of probation supervision and institutional program services. The substance abuse services component of YFRC programming provides between 60 to 90 at-risk juvenile offenders per site the opportunity to participate in individual, group and family counseling. The contractor is a member of the YFRC's Multidisciplinary Intervention Team, and as such, is instrumental in developing individualized treatment plans for YFRC youth and sharing relevant case planning, prognosis and progress with Team members, as authorized under law. Further, the contractor is required to possess a California Department of Alcohol and Drug Programs certification to operate an outpatient substance abuse treatment program. Family counseling and support is an integral part of the services provided, with the goal of assisting and guiding youths to make positive lifestyle choices that will have long-range personal benefits, thereby reducing the potential for re-offending and incarceration.

On January 23, 2007, as a result of a Request for Proposal process, your Honorable Board approved an Agreement with Providence Community Services for the provision of Substance Abuse Services for the North, Central, and West YFRCs, effective February 1, 2007 through January 31, 2008, in an amount not to exceed $506,216. The Agreement allowed for two additional one-year renewal periods, in the amounts of $517,609 and $531,583, respectively, on the same terms, conditions, and scope of work, subject to your Board's approval each year.

In response to the State budget crisis, the contractor agreed to provide services during the first renewal period (2/1/08-1/31/09) for $506,216, the same amount as Year 1 of the Agreement, for a savings of $11,393 when compared to the scheduled budget of $517,609.

The total contract amount originally budgeted for the second and final renewal of the Substance Abuse Services Agreement was $531,583 for all three YFRCs. The impending closure of the West YFRC will result in the deletion of the corresponding budget of $178,712. Further budget adjustments made by Providence Community Services will result in a $15,044 reduction to the North YFRC budget, from $178,610 to $163,566, and a $16,074 reduction to the Central YFRC budget, from $174,261 to $158,187, for a total budget reduction of $31,118 for these two remaining sites. The new total budget for the final renewal period of the Agreement is not to exceed $321,753.

The Probation Department is seeking your Board's approval of the second and final renewal of the Agreement, effective 2/1/09-1/31/10, which includes revisions to the North and Central YFRC budgets, as described above, and the cessation of services to the West YFRC.

PROGRAM FUNDING:

All costs for providing substance abuse services to the North and Central YFRCs will be revenue offset by Juvenile Justice Crime Prevention Act (JJCPA) funds.

CONTRACT REDUCTION OR TERMINATION:
The proposed Agreement contains language that will permit the immediate reduction of services or termination of the Agreement due to fiscal non-appropriation, without penalty. Such provisions can be triggered if the budget approved by your Honorable Board, State funding, or other appropriations are not forthcoming, or otherwise become limited. Since the Agreement fills a critical service need, the Probation Department believes it is prudent to proceed with this item as recommended.

CEQA COMPLIANCE:
The proposed subject project is Categorically Exempt (Class 21) from the provisions of CEQA pursuant to Section 15321 of the CEQA Guidelines.

FINANCIAL IMPACT:

N/A

STAFFING IMPACT:

N/A

REVIEWING AGENCIES:

OC Public Works/Environmental Planning

EXHIBIT(S):

A. Contract Highlighted/Strikethrough Version of Agreement

ATTACHMENT(S):

A. Agreement between the County of Orange and Providence Community Services for the Provision of Substance Abuse Services for the North and Central Orange County Youth and Family Resource Centers

COUNTY OF ORANGE
PROBATION DEPARTMENT

AGREEMENT BETWEEN THE COUNTY OF ORANGE

AND

PROVIDENCE COMMUNITY SERVICES

FOR THE PROVISION OF

SUBSTANCE ABUSE SERVICES

FOR THE

NORTH AND CENTRAL

ORANGE COUNTY

YOUTH AND FAMILY RESOURCE CENTERS

February 1, 2009

AGREEMENT BETWEEN THE COUNTY OF ORANGE

AND

PROVIDENCE COMMUNITY SERVICES

FOR THE PROVISION OF SUBSTANCE ABUSE SERVICES

FOR

THE NORTH AND CENTRAL ORANGE COUNTY

YOUTH AND FAMILY RESOURCE CENTERS

THIS AGREEMENT entered into this _____ day of _____, 2009, that date is enumerated for the purposes of reference only, is by and between the COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and Providence Community Services, a for-profit corporation, hereinafter referred to as "CONTRACTOR." The County of Orange Chief Probation Officer, hereinafter referred to as "ADMINISTRATOR," shall administer this AGREEMENT.

RECITALS:

WHEREAS, on June 22, 2006, ADMINISTRATOR issued a Request for Proposals (RFP) for the provision of Substance Abuse Services for the North, Central and West Orange County Youth and Family Resource Centers (YFRCs); and

WHEREAS, in response to the RFP, CONTRACTOR submitted a proposal which met the requirements and specifications of the scope of work; and

WHEREAS, CONTRACTOR has been providing Substance Abuse Services for the North, Central and West Orange County Youth and Family Resource Centers since February 1, 2007, under the terms of an Agreement that, as renewed, commenced on February 1, 2008 through January 31, 2009;

WHEREAS, the West YFRC will close on or about February 1, 2009 as a result of fiscal shortfalls in County budget allocations, and contracted services at the West YFRC will be eliminated;

WHEREAS, the County desires to renew the Agreement that is scheduled to expire on January 31, 2009 for the period February 1, 2009 through January 31, 2010, for the provision of Substance Abuse Services to the North and Central YFRCs only; and

WHEREAS, effective February 1, 2009, CONTRACTOR agrees to continue rendering Substance Abuse Services for the North and Central Orange County Youth and Family Resource Centers in accordance with the terms and conditions set forth herein:

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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Exhibit 3.0 Certificate of Compliance with County of Orange Conflict of Interest Policy

Exhibit 4.0 Certificate of Compliance with County of Orange Policy for Enforcement of Child Support Obligations

Exhibit 5.0 Orange County Juvenile Court Policy: Confidentiality and Release of Information, Dated: January 28, 1997

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PART III. TERMS AND CONDITIONS

1.0 TERM

Subject to the termination provisions set forth in Sections 8.0, 9.0, 10.0, 11.0, 16.0, 18.0, 25.0, 32.0, 38.0 and 43.0 herein, the term of this AGREEMENT shall be for a one-year period commencing on February 1, 2009, following approval thereof by the Orange County Board of Supervisors.

2.0 DEFINITIONS

2.1 Days: As used herein, the term "days" shall mean calendar days, not business or working days.

2.2 Hours: As used herein, the term "hours" shall mean sequential 60-minute time periods.

2.3 Subcontractor: As used herein, the use of the term "Subcontractor" shall mean any person, entity, or organization to which the CONTRACTOR has delegated any of its obligations hereunder.

2.4 Multidisciplinary Intervention Team: As used herein, the term "Multidisciplinary Intervention Team" shall refer to the service delivery team for each Youth and Family Resource Center. The Team shall include, but not be limited to, the Deputy Juvenile Correctional Officer, and representatives from the Department of Education, County Mental Health, and service providers from the Community Resource Collaborative and In-Home Family Intervention contract components. The Team will participate in all aspects of the services provided to at-risk youths and their families including assessment, case planning, direct service delivery and coordination, transition planning, staff training and development and program evaluation.

3.0 COMPENSATION

During the one-year period that this Agreement is in effect, COUNTY shall pay CONTRACTOR for services rendered hereunder in a sum not to exceed $321,753, payable on a cost reimbursement basis upon submission of monthly claims, in accordance with the payment procedures as detailed in Section 4.0 and on Page One (1) through Page Two (2) of Exhibit 1.0 of this AGREEMENT, attached hereto and incorporated herein by reference. Of this total amount, CONTRACTOR shall provide services to each of the two YFRCs in a sum not to exceed the following amounts: $163,566 for the North Region YFRC, and $158,187 for the Central Region YFRC.

4.0 FINANCIAL ACCOUNTABILITY

4.1 CONTRACTOR agrees to provide fiscal procedures adequate to assure accounting for the disbursement of funds paid to CONTRACTOR under this AGREEMENT in accordance with accounting policies and procedures as may be prescribed by ADMINISTRATOR or COUNTY Auditor-Controller, or as required by the Office of Management and Budget, Circular No. A-87, (Revised May 10, 2004), incorporated herein by reference. All claimed reimbursements must be supported with source documents determined by ADMINISTRATOR'S fiscal staff to be necessary for processing and payment of CONTRACTOR'S invoices, and shall include but not be limited to, timesheets, invoices, cancelled checks, receipts and receiving records.

4.2 CONTRACTOR agrees to reimburse COUNTY for expenditures determined to be in violation of the terms and conditions of this AGREEMENT as determined by

ADMINISTRATOR.

4.3 Allowable Costs - All items of cost actually incurred, which are provided for in the appended Budget, Exhibit 1.0, shall be allowable for payment to the extent any such item is allowable under applicable COUNTY regulations. No item shall be allowed as a cost that is not allowed as a reimbursable cost under applicable COUNTY regulations governing the same. Any program costs or administrative costs that cannot be charged directly to the Substance Abuse Services for the North Region and Central Region Orange County Youth and Family Resource Centers must be apportioned based on a cost allocation plan approved by ADMINISTRATOR and must be certified by an executive of CONTRACTOR. Such certification is subject to audit as authorized in Section 13.0 of this AGREEMENT. Allowable costs shall be paid to CONTRACTOR in accordance with the major cost categories and maximum amounts as set forth in Exhibit 1.0 of this AGREEMENT. The maximum amount allowable for each of the major cost categories (consisting of the totals for Personnel Salaries and Benefits, Operating Expenses, and Overhead Expenses) may be adjusted within this AGREEMENT as long as the overall budget, program goals, and objectives are not changed. Such category adjustments shall be made upon prior written request by CONTRACTOR and approved by ADMINISTRATOR. Line items may be adjusted up to ten percent (10%) cumulatively without prior approval as long as the expenditures are reasonable, appropriate, and necessary to achieve program objectives as determined by the COUNTY Project Director.

4.4 Utilization and Payment of Funds - Funds provided under this AGREEMENT are to be expended for purposes and activities covered by this AGREEMENT. CONTRACTOR shall be reimbursed monthly in arrears for the actual costs incurred upon the submission of detailed invoices provided and submitted to Orange County Probation Department. The monthly invoices shall be submitted in such form and detail as required by the COUNTY Auditor-Controller and be accompanied by an affidavit signed by CONTRACTOR certifying the appropriateness of the costs claimed and that the costs have not been reimbursed by revenue, income or grants from any other source. CONTRACTOR shall have thirty (30) days from the end of the AGREEMENT term to liquidate all program obligations incurred during said AGREEMENT period. CONTRACTOR shall then submit the final claim for reimbursement within sixty (60) days of the expiration of the AGREEMENT. COUNTY shall not be liable for any claims submitted beyond sixty (60) days of the end of the AGREEMENT. COUNTY shall not be liable for payments of any claims submitted thereafter.

4.5 Accounting – The criteria for record keeping detailed in the Federal Office of Management and Budget Circular No A-87, (Revised May 10, 2004), incorporated herein by reference must be utilized in accounting for AGREEMENT funds.

4.6 Invoices - COUNTY shall compensate CONTRACTOR monthly in arrears for the payments referenced in Section 3.0 herein, and set forth in Exhibit 1.0, within forty-five (45) days after receipt of a CONTRACTOR invoice. The invoices shall be in a form approved by ADMINISTRATOR, submitted for each YFRC region, and shall be mailed to:

Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711
Attention: Project Director, Orange County Youth and Family Resource Centers

5.0 SCOPE OF WORK - CONTRACTOR'S RESPONSIBILITIES

The overall goal of the Substance Abuse Services program component is to provide at-risk juvenile probationers up to age 18, with an emphasis on the 13-15 age range, the opportunity to: 1) curtail

substance use and abuse (i.e., alcohol and other drugs); 2) participate in a team approach to provide alternatives which assist these at-risk juvenile probationers in making positive changes in their lifestyles with long-term benefits; and 3) achieve reduced rates of re-offending and incarceration of at-risk juvenile probationers who participate in the program. The number of at-risk juvenile probationers and their families, at any given time, receiving services will be approximately 60-90 at each of the North and Central Region YFRCs.

In order to accomplish the overall goal of the Substance Abuse Services program, CONTRACTOR agrees to provide the services in accordance with the terms and conditions described herein, and the specifications detailed in CONTRACTOR'S proposal, insofar as that proposal applies to the North and Central YFRCs, due to the elimination of services at the West YFRC.

5.1 Role of Contractor

5.1.1 CONTRACTOR shall be a member of the Multidisciplinary Intervention Team for the Youth and Family Resource Center programs.

5.1.2 CONTRACTOR shall provide a comprehensive array of services to address the needs of at-risk juvenile probationers and their families.

5.1.3 CONTRACTOR shall provide at-risk juvenile probationers who are referred by ADMINISTRATOR with substance abuse services that are individualized and scheduled to meet their unique program needs and personal educational, vocational and/or accountability requirements.

5.1.4 CONTRACTOR shall provide initial evaluations, individual counseling and interactive groups for referred at-risk juvenile probationers and their families. Groups shall begin a new cycle at least quarterly and serve up to fifteen (15) participants per session. Additionally, on-going family support groups will be developed/provided.

5.1.5 CONTRACTOR shall coordinate the delivery of program services with Deputy Juvenile Correctional Officer (DJCO) staff who will be responsible for site supervision at the Orange County Youth and Family Resource Centers. These DJCOs will also be responsible for scheduling all program services, classes and training for assigned at-risk juvenile probationers and will utilize CONTRACTOR and others with special expertise to develop the programming needed. CONTRACTOR will also coordinate transportation needs with the DJCOs to assist at-risk juvenile probationer and their families in fulfilling program requirements.

5.1.6 CONTRACTOR shall fulfill its obligation under this AGREEMENT in a responsive manner to meet the needs of the COUNTY.

5.2 Service Delivery

Services and activities for each Youth and Family Resource Center's juvenile probationer will need to be individualized and scheduled to complement and not conflict with educational requirements, job training and/or placement goals and other program requirements. This planning will occur in the context of a Multidisciplinary Intervention Team. The CONTRACTOR will be responsible for providing, or arranging for, the delivery of a wide range of substance abuse services based upon an individual case plan developed by the Multidisciplinary Intervention Team.

5.2.1 Drug/Alcohol Assessment

5.2.1.1 CONTRACTOR shall assess first time at-risk juvenile probationers for drug/alcohol involvement with an approved structured instrument which will provide information regarding: historic substance usage; age of onset; frequency of use; substance(s) of choice; family use pattern; treatment attempts; physical symptoms; indicators of problems with relationships, school and extracurricular activities; and client strengths and areas of interest.

5.2.1.2 CONTRACTOR shall review the substance abuse profile prepared by Probation staff at the time of the initial or most recent Juvenile Hall booking for all YFRC youth while in custody and coordinate with County substance abuse counselors assigned to the Probation Department juvenile institutions (i.e., Juvenile Hall, Youth Guidance Center, Joplin Youth Center and Los Pinos) to determine the needs for the substance abuse intervention services.

5.2.1.3 CONTRACTOR shall conduct assessment of family drug and/or alcohol problems.

5.2.1.4 CONTRACTOR shall develop individualized treatment plans to meet specific needs identified in the Youth and Family Resource Center assessment process in association with the Multidisciplinary Intervention Team. CONTRACTOR shall share information relevant to case planning, prognosis and progress with Team members, as authorized under the law with appropriate client consent.

5.2.2 Education and Prevention Services

5.2.2.1 CONTRACTOR shall provide basic substance abuse education and prevention services to all at-risk juvenile probationers in the Youth and Family Resource Center programs.

5.2.2.2 CONTRACTOR shall provide basic drug, alcohol and HIV education and prevention information for parent groups to reduce the risk of continued or future involvement by their children; i.e., identification of substance use, co-dependency issues, relapse prevention, assertion training, and substance related parenting skills.

5.2.2.3 CONTRACTOR shall provide a curriculum to instill awareness of the special dangers and unique impact of drug/alcohol use during pregnancy, neonatal complications, birth defects, etc.

5.2.3 Drug/Alcohol Treatment Services

5.2.3.1 CONTRACTOR shall provide or arrange for needed treatment and services for at-risk juvenile probationers with identified special needs, i.e., self-medication, post-traumatic stress, dual-diagnosis issues and family issues underlying substance abuse, etc.

5.2.3.2 CONTRACTOR shall schedule group and individual counseling for at-risk juvenile probationers and family members in association with the Youth and Family Resource Center Multidisciplinary Intervention Team.

5.2.3.3 CONTRACTOR shall link each at-risk juvenile probationer/family members, as appropriate, to participate in community-based intervention programs in their own communities following completion of their Youth and Family Resource Center program.

5.2.4 Parenting Groups

5.2.4.1 CONTRACTOR shall provide or arrange for family outreach programs to actively involve families in the treatment of their adolescents.

5.2.4.2 CONTRACTOR shall provide program arrangements to encourage familial participation, to include but not be limited to, transportation, childcare, and accommodation for cultural differences and language differences.

5.2.4.3 CONTRACTOR shall develop parenting skills curriculum and provide the training to involved families.

5.2.4.4 CONTRACTOR shall provide education and training for parents to address issues of co-dependency, assertion skills, relapse prevention, post program planning and peer support.

5.3 Administrative Services

5.3.1 Providing Administrative Services

CONTRACTOR shall provide administrative services, which shall include, but are not be limited to, participation on the Youth and Family Resource Center Multidisciplinary Intervention Teams; coordination with Probation Department staff for on-site substance abuse classes and services for at-risk juvenile probationer and their families; maintenance of individual case records for evaluation purposes and case conferences with parents and Probation staff. CONTRACTOR will be required to attend monthly Site Supervisor meetings and bi-monthly YFRC Interagency Management Committee meetings, and participate in related planning activities.

5.3.2 Providing Consultation and Technical Assistance

With individual client consent, CONTRACTOR shall provide an ongoing flow of valid and reliable information about performance and program progress to program managers, program evaluator, Probation Department research staff, service providers and policy makers, as well as coordinating with the Probation Department's Community Resources Unit so that adjustments in strategy and service delivery can be made as necessary.

5.3.3 Producing Interim and Annual Reports

CONTRACTOR shall orally discuss, and then submit written reports to the Project Director, on a quarterly and an annual basis. These reports shall provide information related to program performance, service targeting, population served, progress in the development of new community-based resource collaboratives, etc. The form of these reports will be specified by the Project Director.

5.3.4 Producing Monthly Financial Reports

CONTRACTOR shall submit monthly financial reports detailing all expenditures

related to services delivered according to the terms of this AGREEMENT. All reports shall be formatted as designated by the ADMINISTRATOR.

5.4 Other CONTRACTOR Responsibilities

The CONTRACTOR shall:

5.4.1 Possess a California Department of Alcohol and Drug Programs certification for an existing out-patient substance abuse treatment program, and shall provide said certification for any approved sites under this AGREEMENT, unless exempted by any recognized statute or agreement.

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

5.4.3 Be physically present at ADMINISTRATOR'S facility during those hours of service required by the ADMINISTRATOR. CONTRACTOR shall personally provide the services required of it except as otherwise defined under this AGREEMENT.

5.4.4 Provide reasonable administrative services including, but not limited to, those enumerated in Section 5.3 above, as well as providing oral and written reports to, and in consultation with, COUNTY staff.

5.4.5 Be permitted to provide outside services to others, similar to those services required under this AGREEMENT, provided such outside services do not interfere with CONTRACTOR'S duties under this AGREEMENT either directly or indirectly.

5.4.6 Provide ADMINISTRATOR with current, written job descriptions for all CONTRACTOR-related positions, which shall include, at a minimum, position, title, position responsibilities, required minimum experience, education, and salary ranges.

5.4.7 Submit monthly, or more often as may be required, a list of persons employed by CONTRACTOR (i.e., paid and volunteer, full-time and part-time) who are to provide COUNTY services, and any changes thereto, by name, title, and other information as may be required by COUNTY.

5.4.8 Ensure that all employees of CONTRACTOR who may be assigned to this COUNTY program undergo and pass a background investigation conducted by the Probation Department, prior to assignment to provide services designated in this AGREEMENT.

5.4.9 Notify ADMINISTRATOR immediately (within 24 hours), by phone/e-mail/fax, of any and all known changes in professional status, arrests and criminal justice investigations pertaining to CONTRACTOR'S staff, paid and volunteer, full-time and part-time, assigned to this program.

5.4.10 Establish and maintain necessary written policies and procedures for program operation, and provide COUNTY with a copy of those documents.

5.4.11 Instruct all of its staff assigned to this program in the above procedures and continuously supervise its operations to ensure compliance therewith.

5.4.12 In the event CONTRACTOR is unable to provide the service or activity as scheduled, CONTRACTOR is required to immediately notify the ADMINISTRATOR in writing of the reason for the cancellation/delay, and secure a qualified substitute provider, if appropriate, who is acceptable to the ADMINISTRATOR.

5.4.13 Report to COUNTY within 24 hours, in writing, all incidents of non-compliance with established procedures, including improper behavior and/or criminal activity, on the part of participants or staff.

5.4.14 Maintain the absolute confidentiality of all information pertaining to Probation participants, releasing no data to anyone, except Probation Department personnel, without prior written authorization by the ADMINISTRATOR in accordance with Section 19.0 of this AGREEMENT.

5.4.15 Advise each employee, in writing, of the Juvenile Court policy entitled "Confidentiality and Release of Information" dated January 28, 1997, attached hereto as Exhibit 5.0 and incorporated herein by reference, which governs the confidentiality of juvenile probation records, as well as the general confidentiality requirements of the Probation Department, including the potential for criminal or civil penalties should confidential information be released to non-authorized persons. For the purposes of this AGREEMENT, all data and information about any individuals participating in the program shall be confidential in accordance with Section 19.0 of this AGREEMENT.

5.4.16 Notify the COUNTY as soon as practical of any emergency situation, the steps taken to ensure the health and safety of the participants, and take such additional actions as may be deemed necessary by COUNTY.

5.4.17 Accept COUNTY premises in their pre-existing physical condition and make no demands for any improvements or alternations thereof.

5.4.18 Make available to COUNTY, or the State of California, or their authorized representatives, all books, documents, papers and records of CONTRACTOR which any of them deem pertinent to this program for purposes of making an audit, evaluation, excerpts, or transcripts, subject to Section 13.0 of this AGREEMENT.

5.4.19 Allow any person authorized by the ADMINISTRATOR to inspect or otherwise evaluate the work performed or being performed on the premises where it is being performed.

5.4.20 Participate in any authorized County research conducted to evaluate the program. In particular, CONTRACTOR shall provide to ADMINISTRATOR'S research staff, or if applicable, to an independent contractor retained by COUNTY to evaluate the program, the following information:

5.4.20.1 Records of specific individuals to whom services are provided, as authorized under the law;

5.4.20.2 A general description of the type of services provided to each individual, as authorized under the law;

5.4.20.3 The frequency of program services were provided to the individual;

5.4.20.4 The service outcome for each individual, including exit circumstances

and the manner in which services were completed;

5.4.20.5 Any forms and reporting procedures developed by CONTRACTOR in cooperation with ADMINISTRATOR'S staff for the purpose of submitting research data;

5.4.20.6 Copies of client consent and authorization forms for purposes of conducting a formal program evaluation; and

5.4.20.7 Any additional information that may later be identified by ADMINISTRATOR and agreed upon by CONTRACTOR as needed for evaluation purposes.

6.0 COUNTY'S RESPONSIBILITIES

The COUNTY shall:

6.1 Have final authority and responsibility for decisions affecting participants' selection for services under this program. Program participants are primarily Wards of the Juvenile Court who have been identified by the ADMINISTRATOR as eligible for services provided at the Orange County Youth and Family Resource Centers. The ADMINISTRATOR shall have final authority and responsibility for decisions affecting the participant selection, retention, off-site activities, work schedule, discipline, and other matters designated by the ADMINISTRATOR, verbally or in writing.

6.2 Conduct background investigations on CONTRACTOR employees, as authorized under the law. The investigation may include, but not be limited to, fingerprinting, completion of a personal history statement, verification of education and prior employment, and a criminal record check.

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

6.4 Provide facility on-site space and utilities for CONTRACTOR based on the minimum space needs identified by CONTRACTOR under this AGREEMENT.

6.5 For purposes of the authorized COUNTY research conducted to evaluate the program, as set forth in Section 5.4.20 herein, COUNTY shall comply with the confidentiality requirements of Section 19.0 of this AGREEMENT by:

6.5.1 Keeping confidential any information provided by CONTRACTOR to ADMINISTRATOR'S research staff, or if applicable, to an independent contractor retained by COUNTY to evaluate the program, for the sole purpose of evaluating the program. Such information shall not be shared with any other program staff except in aggregate or statistical form; and

6.5.2 Destroying, upon completion of program evaluation, all records with individual identifiers, with the exception of any records that must be retained to meet audit requirements. Such records shall be retained in a secure area.

7.0 PERSONNEL

7.1 Key COUNTY Personnel

7.1.1 Project Director

The ADMINISTRATOR'S designee shall serve as the Project Director with full authority to monitor CONTRACTOR'S performance in the daily operation of this AGREEMENT and coordinate the activities of County Probation Department personnel assigned to work with CONTRACTOR.

7.1.2 The Project Director shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.

7.1.3 The Project Director is not authorized to make any changes in the terms and conditions of this AGREEMENT and is not authorized to obligate the COUNTY in any way whatsoever beyond the terms of this AGREEMENT as set forth in Section 46.0, entitled "Alteration of Terms."

7.1.4 The ADMINISTRATOR will inform CONTRACTOR of the name, address and telephone number of the Project Director at the time this AGREEMENT is awarded, and at the time of any subsequent change in the assignment of personnel.

7.2 Key CONTRACTOR Personnel

7.2.1 Project Manager

CONTRACTOR shall provide an employee who will act as Project Manager and provide overall management and coordination of AGREEMENT services on CONTRACTOR'S behalf, and shall act as the central point of contact with the Probation Department.

When the Project Manager described above cannot be available, an equally qualified individual shall be designated to act for the Project Manager. CONTRACTOR shall advise COUNTY'S Project Director immediately of any change in Project Manager.

7.2.2 The Project Manager or approved alternate shall have full authority to act for the CONTRACTOR on all matters relating to the daily operation of the AGREEMENT.

7.2.3 The Project Manager or approved alternate shall be available during normal weekday work hours to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

7.2.4 The Project Manager must have a minimum of twelve (12) months of demonstrated previous experience in the supervisory management and operation of a program or functions of similar scope.

7.2.5 COUNTY shall have the right to review the qualifications and approve the Project Manager and any replacement recommended by CONTRACTOR. The CONTRACTOR shall provide a résumé for the Project Manager, or any replacement, which demonstrates his/her qualifications and the amount of time spent in previous assignments.

7.2.6 CONTRACTOR shall inform the COUNTY'S Project Director, in writing within ten (10) business days, of any change of Project Manager and provide evidence of any replacement's qualifications.

7.3 Other CONTRACTOR Personnel

7.3.1 CONTRACTOR shall be responsible for providing staff who are culturally competent. Bilingual staff are preferred. CONTRACTOR shall provide documentation of specific program experience for each staff member. Minimum qualifications and a job description must be stated for each position. Position titles, duties and qualifications for each position must be described.

7.3.2 CONTRACTOR shall provide a résumé for all program supervisory personnel, which demonstrates their qualifications and the amount of time in previous assignments.

7.3.3 All operational personnel shall be able to speak, read, write, and understand English.

7.3.4 CONTRACTOR shall demonstrate the ability to provide services for non-English speaking participants.

7.3.5 CONTRACTOR shall inform the COUNTY'S Project Director, in writing, within ten (10) business days, of any change in CONTRACTOR'S personnel assigned to perform any work on this program. CONTRACTOR shall provide employee rosters, on a monthly basis, to the COUNTY'S Project Director.

7.4 CONTRACTOR Employee Acceptability

COUNTY reserves the right to preclude CONTRACTOR from employing or continuing to employ any individual in this program. CONTRACTOR shall be responsible for removing any employee within twenty-four (24) hours, and replacing the employee within a reasonable time, when requested to do so by the COUNTY'S Project Director.

7.5 Employee Benefits and Acknowledgment of Employer

7.5.1 CONTRACTOR shall be solely responsible for providing to, or on behalf of its employees, all legally required employee benefits. An acknowledgment, attached hereto as Exhibit 2.0 and incorporated herein by reference, that each employee understands that he/she is an employee of CONTRACTOR and not of COUNTY must be signed by each employee of CONTRACTOR employed at the site by the first day of employment. CONTRACTOR shall keep the original acknowledgement form as signed by the employee, and file a copy with COUNTY Project Director within five (5) days of said employment.

7.5.2 COUNTY shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by CONTRACTOR.

7.6 Employee Criminal Records and Notices

CONTRACTOR shall be responsible for ongoing implementation and monitoring of sub-sections 7.6.1 through 7.6.3, as stated below. On at least a quarterly basis, CONTRACTOR shall report to ADMINISTRATOR, in writing, the results of such monitoring, indicating compliance or problem areas. Elements of this monitoring report shall receive prior written approval from ADMINISTRATOR or ADMINISTRATOR'S designee.

7.6.1 No personnel employed by the CONTRACTOR for this program or having access to Orange County Probation Department information or records shall have a criminal conviction record unless such record has been fully disclosed and

ADMINISTRATOR has approved employment.

7.6.2 CONTRACTOR shall be under a continuing obligation to ADMINISTRATOR to disclose any prior or subsequent criminal conviction record information regarding any CONTRACTOR employee that is assigned to this program, or that has access to information pertaining to this AGREEMENT.

7.6.3 CONTRACTOR shall submit names of its employees assigned to the program to ADMINISTRATOR within five (5) business days of their respective dates of hire. ADMINISTRATOR'S staff will schedule an appointment to initiate the process of conducting a background investigation and record check. ADMINISTRATOR further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time.

8.0 TERMINATION FOR CONVENIENCE OF COUNTY

Performance of services under this AGREEMENT may be terminated by COUNTY in whole or in part, when such action is deemed by COUNTY to be in its best interest. Termination of work shall be effected by delivery to CONTRACTOR of a sixty (60) day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective.

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

After receipt of Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its final termination statement. Such statement shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination statement within the time allowed, COUNTY may determine on the basis of the information available to COUNTY, the amount, if any, due to CONTRACTOR with respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR as a result of the total or partial termination of work pursuant to this Section. Said amount may include a reasonable allowance for CONTRACTOR'S profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this AGREEMENT as reduced by the amount of payments otherwise made and as further reduced by the AGREEMENT price of work terminated.

9.0 TERMINATION FOR CONVENIENCE OF CONTRACTOR

Performance of services under this AGREEMENT may be terminated in whole by the CONTRACTOR, when such action is deemed by CONTRACTOR to be in its best interest. Termination of work shall be effected by delivery to COUNTY of a sixty (60) day written Notice of Termination specifying the date upon which such termination becomes effective.

After delivery of the Notice of Termination, CONTRACTOR shall stop services under this AGREEMENT on the date specified in the Notice of Termination.

After delivery of a Notice of Termination, CONTRACTOR shall submit to COUNTY, in the form and with the certifications as may be prescribed by COUNTY, its final termination statement. Such

statement shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of CONTRACTOR to submit its termination statement within the time allowed, COUNTY may determine on the basis of the information available to COUNTY, the amount, if any, due to CONTRACTOR with respect to the termination and such determination shall be final. After such determination is made, COUNTY shall pay CONTRACTOR the amount so determined.

Subject to the provisions of the paragraph immediately above, COUNTY and CONTRACTOR shall negotiate an equitable amount to be paid CONTRACTOR as a result of the termination of work pursuant to this Section. Said amount may include a reasonable allowance for CONTRACTOR'S profit on work done but shall not include an allowance on work terminated. COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this AGREEMENT as reduced by the amount of payments otherwise made and as further reduced by the AGREEMENT price of work terminated.

10.0 TERMINATION FOR DEFAULT OF CONTRACTOR

COUNTY may, subject to the provisions outlined below, by written notice of default to CONTRACTOR, terminate, in whole or in part, this AGREEMENT, in the following circumstances:

If CONTRACTOR fails to comply with applicable statutory provisions and requirements or with the standards imposed by this AGREEMENT and by the ADMINISTRATOR, such failure may be cause for termination of the AGREEMENT. COUNTY shall provide sixty (60) days' written notice to CONTRACTOR of the lack of compliance and that the AGREEMENT may be cancelled if the specified deficiencies are not corrected within the period of time designated in the notice after receipt of notice from COUNTY specifying such deficiency. In the event the situation poses a serious threat to public safety, COUNTY may give shorter notice or cancel the entire AGREEMENT without notice.

In the event COUNTY terminates this AGREEMENT in whole or in part as provided in this Section, COUNTY may procure, upon such terms and in such manner as COUNTY may deem appropriate, services similar to those terminated, and CONTRACTOR shall be liable to COUNTY for any costs included in securing similar services.

If, after notice of termination of this AGREEMENT pursuant to the provisions of this Section, it is determined for any reason that CONTRACTOR was not in default under the provisions of this Section or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 8.0, entitled "Termination for Convenience of County."

11.0 DEFAULT FOR INSOLVENCY

COUNTY may cancel this AGREEMENT for default in the event of the occurrence of any of the following:

11.1 Insolvency of CONTRACTOR. CONTRACTOR shall be deemed insolvent if it has ceased to pay its debts in the ordinary course of business or cannot pay its debts as they become due whether it has committed an act of bankruptcy or not, and whether insolvent within the meaning of the Federal Bankruptcy Law or not;

11.2 The filing of a voluntary petition of bankruptcy;

11.3 The appointment of a Receiver or Trustee for CONTRACTOR;

11.4 The execution by CONTRACTOR of an assignment for the benefit of creditors.

The remedies reserved to COUNTY herein shall be cumulative and additional to any other remedies provided in law or equity.

12.0 BREACH OF CONTRACT

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

12.1.1 Afford CONTRACTOR written notice of the breach and a ten-calendar-day or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

12.1.2 Discontinue payment to CONTRACTOR for and during the period in which CONTRACTOR is in breach;

12.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to the above.

13.0 AUDIT

COUNTY'S duly authorized representatives shall have access, at reasonable times, to all reports, records, documents, files, and personnel necessary to audit and verify CONTRACTOR'S charges to the COUNTY hereunder. CONTRACTOR agrees to retain reports, records, documents, and files related to charges hereunder for a period of three (3) years following the date of final payment for CONTRACTOR'S services hereunder. COUNTY reserves the right to audit and verify CONTRACTOR'S records before final payment is made. COUNTY'S representatives shall have the right to reproduce any of the aforesaid documents. Should the CONTRACTOR cease to exist as a legal entity, CONTRACTOR'S records pertaining to this AGREEMENT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY.

14.0 REPORTING/MEETINGS

At the request of COUNTY, CONTRACTOR shall meet with COUNTY on reasonable notice to discuss the CONTRACTOR'S performance under this AGREEMENT. If requested by COUNTY, CONTRACTOR and other designated project personnel shall attend all requested meetings.

15.0 INDEPENDENT CONTRACTOR

CONTRACTOR is and at all times shall be deemed to be an independent contractor and shall be wholly responsible for the services performed under the terms of this AGREEMENT. COUNTY shall look to CONTRACTOR for results only. Nothing contained herein shall be construed as creating the relationship of employer/employee or principal/agent. CONTRACTOR shall assume full responsibility for the actions of its employees as related to the services provided under this AGREEMENT. COUNTY shall not directly supervise CONTRACTOR'S employees in the performance of their duties but shall look to CONTRACTOR for contract performance.

16.0 ASSIGNMENT/SUBCONTRACTING

No performance of this AGREEMENT or any portion thereof may be assigned by CONTRACTOR without the express written consent of COUNTY. Any attempt by CONTRACTOR to assign any performance of the terms of this AGREEMENT without the express written consent of COUNTY shall be null and void and shall constitute a breach of the terms of this AGREEMENT. In the event of such a breach, this AGREEMENT may be terminated forthwith.

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

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

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

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

17.0 CONFLICT OF INTEREST

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

17.2 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of COUNTY. This obligation shall apply to CONTRACTOR'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work hereunder.

17.3 CONTRACTOR'S efforts shall include, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of COUNTY.

17.4 CONTRACTOR shall sign the "Certificate of Compliance with Orange County Conflict of Interest Policy," attached hereto as Exhibit 3.0, and incorporated herein by reference. CONTRACTOR shall retain the original certificate and forward a copy to COUNTY'S Project Director within five (5) business days of the commencement of this AGREEMENT.

18.0 COVENANT AGAINST CONTINGENT FEES

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

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

19.0 CONFIDENTIALITY

19.1 CONTRACTOR shall maintain the confidentiality of all its records and COUNTY records in accordance with all applicable federal, state and local laws, regulations, ordinances and directives relating to confidentiality. All records and information concerning any and all matters referred to CONTRACTOR by COUNTY shall be considered and kept confidential by CONTRACTOR and CONTRACTOR'S staff, agents and employees. Information obtained by CONTRACTOR in the performance of this AGREEMENT shall be treated as strictly confidential and shall not be used by CONTRACTOR for any purpose other than the performance of this AGREEMENT. Furthermore, CONTRACTOR understands the confidential nature of the information that will be maintained in COUNTY'S materials and that it may be discovered through either CONTRACTOR'S efforts or through legal proceedings.

CONTRACTOR shall inform all of its officers, agents, and employees providing services hereunder of the confidentiality provisions of this AGREEMENT.

In addition to the general confidentiality provisions, above, which are applicable to juvenile probationers as well as parents and siblings, CONTRACTOR specifically agrees to comply with Exhibit 5.0, the Orange County Juvenile Court Policy: Confidentiality and Release of Information.

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

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

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

19.2 For purposes of information that may be released to ADMINISTRATOR by CONTRACTOR under Sections 5.4.14, 5.4.15, 5.4.18, 5.4.19, 5.4.20, and 6.5 of this AGREEMENT, COUNTY specifically agrees not to disclose the information provided by CONTRACTOR to any third party, except as required by law. COUNTY further agrees that it will use the information provided by CONTRACTOR only for research purposes in evaluating the program, and will not use the information to make individualized decisions which may adversely affect individual juvenile probationers, including but not limited to, decisions concerning risk assessments, probation violations, sentencing reports or recommendations concerning the handling of an individual probationer's case.

20.0 PATENT/COPYRIGHT MATERIALS

Unless otherwise expressly provided in this AGREEMENT, CONTRACTOR shall be solely

responsible for clearing the right to use any patented or copyrighted materials in the performance of this AGREEMENT.

21.0 FORM OF BUSINESS ORGANIZATION

If, during the term of this AGREEMENT, the form of the CONTRACTOR'S business organization changes, the ownership of CONTRACTOR'S business changes, or the CONTRACTOR'S relationship to other businesses dealing with CONTRACTOR under this AGREEMENT changes, CONTRACTOR shall promptly notify ADMINISTRATOR, in writing, detailing such changes. A change in the form of business organization may, at COUNTY'S sole discretion, be treated as an attempted assignment of rights or delegation of duties of this AGREEMENT.

Upon the request of the ADMINISTRATOR, CONTRACTOR shall prepare and submit within thirty (30) days thereafter, an affidavit executed by persons satisfactory to the ADMINISTRATOR containing, but not limited to, the form of CONTRACTOR'S business organization, such as proprietorship, partnership, or corporation; a detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual; and a detailed statement indicating the relationship of CONTRACTOR to any subsidiary business organization or to any individual that may be providing services, supplies, material or equipment to CONTRACTOR, or in any manner does business with CONTRACTOR under this AGREEMENT.

22.0 OWNERSHIP OF DOCUMENTS

COUNTY has sole ownership of all direct, connected and derivative materials produced under this AGREEMENT by CONTRACTOR. All forms and materials developed by CONTRACTOR, outside of the scope of this AGREEMENT but utilized therein, shall remain the property of CONTRACTOR but may be used by COUNTY without restriction or additional cost during or subsequent to the term of this AGREEMENT. CONTRACTOR shall use none of the documents, reports and other incidental or derivative work or furnished materials for any purpose other than to perform the scope of services of this AGREEMENT without the express written consent of the COUNTY.

23.0 TITLE TO DATA

All materials, documents, data, or information obtained from the COUNTY'S data files or any COUNTY medium furnished to CONTRACTOR in the performance of this AGREEMENT shall at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the CONTRACTOR after termination of this AGREEMENT. All materials, documents, data, or information, including copies, must be returned to the COUNTY at the end of this AGREEMENT.

24.0 DISPUTES

If any dispute concerning a question of fact arising under the terms of this AGREEMENT is not disposed of within a reasonable period of time by the CONTRACTOR'S Project Manager and the COUNTY'S Project Director, such matter shall be brought to the attention of the ADMINISTRATOR. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this AGREEMENT or within a court of competent jurisdiction. The COUNTY and CONTRACTOR agree that, in the event of a dispute notwithstanding, they shall continue without delay to carry out all of their responsibilities under this AGREEMENT not affected by the dispute.

25.0 INDEMNIFICATION AND INSURANCE PROVISIONS

Indemnification Provisions
CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and

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

Insurance Provisions

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

All insurance policies required by this AGREEMENT shall declare any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management. CONTRACTOR shall be responsible for reimbursement of any deductible to the insurer. Any self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance.

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

Qualified Insurer

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

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

If the carrier is a non-admitted carrier in the state of California, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability with broad form property damage and contractual liability	$1,000,000 combined single limit per occurrence $2,000,000 aggregate
Automobile liability including coverage for owned, non-owned, and hired vehicles	$1,000,000 combined single limit per occurrence
Workers' Compensation	Statutory

Employer's Liability Insurance	$1,000,000 per occurrence
Professional Liability Insurance	$1,000,000 per claims made or per occurrence
Sexual Misconduct Liability	$1,000,000 per occurrence

All liability insurance, except Professional Liability, required by this AGREEMENT shall be at least $1,000,000 combined single limit per occurrence. Professional Liability may also be provided on a "Claims Made" basis. The minimum aggregate limit for the Commercial General Liability policy shall be $2,000,000.

The COUNTY shall be added as an additional insured on all insurance policies required by this AGREEMENT with respect to work done by CONTRACTOR under the terms of this AGREEMENT (except Workers' Compensation/Employer's Liability Insurance and Professional Liability). An additional insured endorsement evidencing that the County of Orange is an additional insured shall accompany the Certificate of Insurance.

All insurance policies required by this AGREEMENT shall be primary insurance and any insurance maintained by the County of Orange shall be excess and non-contributing with insurance provided by these policies. An endorsement evidencing that the CONTRACTOR'S insurance is primary and non-contributing shall specifically accompany the Certificate of Insurance for the Commercial General Liability and Sexual Misconduct Liability.

All insurance policies required by this AGREEMENT shall give the County of Orange thirty (30) days notice in the event of cancellation. This shall be evidenced by an endorsement separate from the Certificate of Insurance. In addition, the cancellation clause must include language as follows, which edits the pre-printed ACORD certificate:

> "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will ~~endeavor to~~ mail 30 days written notice to the certificate holder named to the left~~, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agent or representative~~."

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

If CONTRACTOR'S Professional Liability policy is a "Claims Made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of AGREEMENT.

The Commercial General Liability policy shall contain a severability of interest clause.

The CONTRACTOR is aware of the provision of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or be self-insured in accordance with provision of that code. The CONTRACTOR will comply with such provisions and shall furnish the COUNTY satisfactory evidence that the CONTRACTOR has secured, for the period of this AGREEMENT, statutory Workers' Compensation insurance and Employer's Liability insurance with minimum limits of $1,000,000 per occurrence.

Insurance certificates should be forwarded to the Probation Department as listed on the solicitation, with attention to the assigned Deputy Purchasing Agent.

If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of the notification by the Probation Department's purchasing division, award may be made to the next qualified Proposer.

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

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

The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR'S liability hereunder nor to fulfill the indemnification provision and requirements of this AGREEMENT.

The County of Orange Certificate of Insurance and the Special Endorsement for the County of Orange can be utilized to verify compliance with the above-mentioned insurance requirements in place of Commercial Insurance certificates and endorsements.

26.0 REMEDIES NOT EXCLUSIVE

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any others provided by law, rather than exclusive; and the expression of certain remedies in this AGREEMENT does not preclude resort by either party to any other remedies provided by law.

27.0 WAIVER

Waiver of a breach of any provision of this AGREEMENT by COUNTY shall not constitute a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this AGREEMENT. Failure of COUNTY to enforce at any time, or from time to time, any provision of this AGREEMENT, shall not be construed as a waiver thereof. The remedies of COUNTY herein shall be cumulative and in addition to any other remedies in law or equity.

28.0 CONTRACTOR'S SAFETY STANDARD AND WORK HOURS

The CONTRACTOR shall ensure compliance with all safety and hourly requirements for employees in accordance with Federal, State and COUNTY safety and health regulations and laws.

29.0 NON-DISCRIMINATION

CONTRACTOR shall comply with all Federal and State laws relating to civil rights. The CONTRACTOR agrees that no person shall be excluded from employment on the grounds of race, religion, color, national origin, ancestry, sexual preference, political affiliation, physical or mental condition, marital status, age, or sex.

30.0 COMPLIANCE WITH LAWS

CONTRACTOR represents and warrants that the services to be provided under this AGREEMENT shall fully comply with all government standards, laws, rules and regulations, including, but not

limited to, regulations applicable to the services at the time services are provided to and accepted by the COUNTY. The CONTRACTOR acknowledges that the COUNTY is relying on the CONTRACTOR to ensure such compliance.

31.0 NEWS, PUBLICATION, AND INFORMATION RELEASE

CONTRACTOR agrees that it will not issue any news, publication or information releases in connection with either the award of this AGREEMENT or any subsequent modification of or effort under this AGREEMENT without first obtaining review and approval of the news, publication or information releases through the COUNTY.

32.0 COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT

In order to comply with child support enforcement requirements of the County of Orange, within ten (10) days of the award of this AGREEMENT, the CONTRACTOR agrees to furnish to the ADMINISTRATOR:

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

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

(c) A certification that the CONTRACTOR has fully complied with all applicable Federal and State reporting requirements regarding its employees; and

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

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

CONTRACTOR shall sign the "Certificate of Compliance with Orange County Enforcement of Child Support Obligations Policy," attached hereto as Exhibit 4.0, and incorporated herein by reference. CONTRACTOR shall retain a copy and forward the original Certificate to ADMINISTRATOR within ten (10) days of the award of this AGREEMENT.

33.0 CONTRACTOR FURNISHED PROPERTY/EQUIPMENT

CONTRACTOR shall furnish all personnel, desks, furniture, computer equipment and any other furnishings necessary to perform all services required by this AGREEMENT. COUNTY will retain ownership of items purchased by CONTRACTOR under this AGREEMENT, which have been reimbursed by COUNTY funds. CONTRACTOR shall reimburse COUNTY for the cost of any personal telephone usage, or business usage unrelated to this AGREEMENT, by any of its employees.

34.0 WORK OUTSIDE THE SCOPE OF AGREEMENT

CONTRACTOR agrees that any work performed outside the scope of this AGREEMENT, without the prior written approval of COUNTY in accordance with Section 46.0, entitled "Alteration of Terms," shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

35.0 TAX LIABILITY LIMITATION

COUNTY shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this AGREEMENT or CONTRACTOR'S performance hereunder.

36.0 CHOICE OF LAW AND FORUM

The formation, interpretation and performance of this AGREEMENT shall be governed by the laws of the State of California, provided that no provision of this AGREEMENT shall be interpreted for or against a party because that party or its legal representative drafted such provision and this AGREEMENT shall be construed as if jointly prepared by the parties. No lawsuit pertaining to any matter arising under or growing out of this AGREEMENT shall be instituted in any state other than California. Any legal proceeding with respect to this AGREEMENT shall be filed in the appropriate court of the State of California in Orange County, California.

37.0 LICENSE AND ZONING

CONTRACTOR agrees to operate in compliance with all appropriate state and local building, zoning, health, safety and fire statutes, ordinances and regulations.

CONTRACTOR warrants that it has secured any and all licenses, permits, and authorizations necessary under the statutes, ordinances, rules and regulations of the State of California, County of Orange, and any local government. The CONTRACTOR agrees to maintain any property supplied by the COUNTY, including the facility and utilities, in good condition, and agrees to make any repairs for damage or loss.

38.0 GRATUITIES

COUNTY may, by written notice to CONTRACTOR, terminate the right of CONTRACTOR to proceed under this AGREEMENT upon one (1) calendar day's notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise, are offered or given by the CONTRACTOR, or any agent or representative of CONTRACTOR, to any officer or employee of COUNTY with a view towards securing an agreement or securing favorable treatment with respect to the awarding, or amending, or the making of any such determination with respect to the performance of such agreement. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

39.0 RECORD RETENTION AND INSPECTION

Within ten (10) days of a written request from COUNTY, CONTRACTOR shall allow COUNTY or authorized State and Federal agencies to have access to and examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT, excluding any records subject to any legal privilege. Such material, including all pertinent cost accounting, financial records and proprietary data, shall be kept and maintained by CONTRACTOR for a period of five (5) years after completion of this AGREEMENT, or until such time as all audits are complete, whichever is later. In the event records are located outside the County of Orange, CONTRACTOR shall pay COUNTY for travel and per diem costs connected with any inspection or audit. The COUNTY reserves the right to audit and verify the CONTRACTOR'S

records before final payment is made. The COUNTY'S representatives shall have the right to reproduce any of the aforesaid documents.

Should the CONTRACTOR cease to exist as a legal entity, CONTRACTOR'S records pertaining to this AGREEMENT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to COUNTY'S Project Director.

40.0 NOTICE OF DELAYS

Except as otherwise expressly provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this AGREEMENT, that party shall, within five (5) days, give notice thereof, including all relevant information with respect thereto, to the other party.

41.0 VALIDITY

The invalidity in whole or in part of any provision of this AGREEMENT shall not void or affect the validity of any other provision.

42.0 NOTICES

42.1 Any and all notices, requests, demands and other communications contemplated, called for, required or permitted to be given hereunder shall be in writing, except through the course of the parties' project director's/manager's 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 in 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 wherein or such other address as the parties hereto may designate of written notice from time to time in the manner aforesaid.

Any and all notices, requests, demands and other communications shall be addressed to CONTRACTOR at its place of business, or such other place as may be hereinafter designated in writing by CONTRACTOR, as follows:

Providence Community Services
Attn: Executive Director
4281 Katella Avenue, Suite 201
Los Alamitos, CA 90720-5509

42.2 Any and all notices to COUNTY shall be addressed to:
Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711

42.3 ADMINISTRATOR shall have authority to execute all notices required or permitted to be given herein.

43.0 CONTINGENCY OF FUNDS

CONTRACTOR acknowledges that funding or portions of funding for this AGREEMENT may be

contingent upon the continued availability of State budget approval; receipt of funds from, and/or obligation of funds by the State of California to COUNTY; and inclusion of sufficient funding for the services hereunder in the budget approved by COUNTY'S Board of Supervisors for each fiscal year covered by this AGREEMENT. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate this AGREEMENT without penalty.

44.0 AUTHORIZATION WARRANTY

CONTRACTOR represents and warrants that the signatories to this AGREEMENT are fully authorized to obligate CONTRACTOR hereunder and that all corporate acts necessary to the execution of this AGREEMENT have been accomplished.

45.0 MERGER

The Exhibits, as attached herein, form a part of this AGREEMENT. In the event of any conflict in the definition or interpretation of any word, responsibility, service, or schedule between the AGREEMENT and Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the main body of this AGREEMENT (i.e., those provisions set forth in the Parts and Sections of this AGREEMENT), and then to the Exhibits in the order that they appear.

46.0 ALTERATION OF TERMS

This AGREEMENT fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this AGREEMENT. No addition to, or alteration of, the terms of this AGREEMENT, whether written or verbal, by the parties, their officers, agents or employees, shall be valid unless made in the form of a written Amendment to this AGREEMENT which is formally approved and executed by both parties.

47.0 ENTIRE AGREEMENT

This AGREEMENT, and the attached Exhibits 1.0 through 5.0, which are incorporated herein by reference, constitutes the complete and exclusive AGREEMENT between the CONTRACTOR and COUNTY. Additional or new terms contained in this AGREEMENT, which vary from the CONTRACTOR'S proposal, referenced in Section 5.0 of this AGREEMENT are deemed accepted by the CONTRACTOR by execution of this AGREEMENT or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this AGREEMENT, oral or written, are hereby superseded, except to the extent that they have been incorporated into this AGREEMENT. No future waiver of, exception to, addition to, or alteration of any of the terms, condition and/or provisions of this AGREEMENT shall be considered valid unless specifically agreed to in writing by both parties in accordance with Section 46.0 of this AGREEMENT.

48.0 EMPLOYEE ELIGIBILITY VERIFICATION

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

employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing

IN WITNESS THEREOF, the parties have caused this Agreement to be executed in the County of Orange, State of California.

PROVIDENCE COMMUNITY SERVICES

By:_____ Dated:_____
President

By:_____ Dated:_____
Chief Financial Officer

COUNTY OF ORANGE

By:_____ Dated:_____
Chairman of the Board of Supervisors

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

ATTEST:

_____ Dated:_____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By:_____ Dated: 1/7/09
Deputy County Counsel

* For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.
For Contractors that are not corporations, the person who has authority to bind the Contractor to a contract must sign on one of the lines above.

EXHIBIT 1.0

Budget

EXHIBIT 1.0

To AGREEMENT
Between the COUNTY OF ORANGE
and
PROVIDENCE COMMUNITY SERVICES
for
North Orange County Youth and Family Resource Center
Substance Abuse Services
BUDGET
February 1, 2009 through January 31, 2010

	FTE	Monthly Salary	TOTAL
A. Personnel/Salaries			
Regional Director	0.17	$ 1,674	$ 20,093
Senior Substance Abuse Counselor	1.00	$ 3,374	$ 40,487
Substance Abuse Counselor	1.00	$ 3,388	$ 40,654
Office Assistant	0.16	$ 697	$ 8,364
Total Personnel/Salaries			**$109,598**
B. Personnel/Benefits			**$ 29,591**
C. Operating Expenses			
Insurance Expense			$ 3,507
Office Expense			$ 1,500
Staff Transportation			$ 700
Employee Training			$ 0
Equipment			$ 0
Communication			$ 1,000
Program Supplies			$ 1,600
Dues and Subscriptions			$ 0
Printing			$ 0
Food for Clients			$ 1,200
Client Transportation			$ 0
Total Operating Expenses			**$ 9,507**
D. Overhead Expenses			**$ 14,870**
TOTAL OPERATING BUDGET			**$ 163,566**

EXHIBIT 1.0

To AGREEMENT
Between the COUNTY OF ORANGE
and
PROVIDENCE COMMUNITY SERVICES
for
Central Orange County Youth and Family Resource Center
Substance Abuse Services
BUDGET
February 1, 2009 through January 31, 2010

	FTE	Monthly Salary	TOTAL
A. Personnel/Salaries			
Regional Director	0.167	$ 1,674	$ 20,093
Senior Substance Abuse Counselor	1.00	$ 3,433	$ 41,197
Substance Abuse Counselor	1.00	$ 3,195	$ 38,338
Office Assistant	0.167	$ 697	$ 8,364
Total Personnel Salaries			**$107,992**
B. Personnel/Benefits			**$ 29,158**
C. Operating Expenses			
Insurance Expense			$ 3,456
Office Expense			$ 1,000
Staff Transportation			$ 500
Employee Training			$ 0
Equipment			$ 0
Communication			$ 200
Program Supplies			$ 700
Dues and Subscriptions			$ 0
Printing			$ 0
Food for Clients			$ 800
Client Transportation			$ 0
Total Operating Expenses			**$ 6,656**
D. Overhead Expenses			**$ 14,381**
TOTAL OPERATING BUDGET			**$ 158,187**

EXHIBIT 2.0

Employee Acknowledgement of Employer

EXHIBIT 2.0

EMPLOYEE ACKNOWLEDGEMENT OF EMPLOYER

I acknowledge that I am an employee of Providence Community Services, Substance Abuse Services for the North and Central Youth and Family Resource Centers, and not of the County of Orange. I understand that my employer, Providence Community Services, 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 Names – Please Print) (Signature of Employee)

EXHIBIT 3.0

Certificate of Compliance with Orange County Conflict of Interest Policy

EXHIBIT 3.0

CERTIFICATE OF COMPLIANCE WITH
ORANGE COUNTY CONFLICT OF INTEREST POLICY

Conflict of Interest: CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the COUNTY.

This obligation shall apply to CONTRACTOR'S employees, agents, relatives, sub-tier Contractors, and third parties associated with accomplishing the work hereunder.

CONTRACTOR'S efforts shall included, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the COUNTY.

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

_____
Signature of Authorized Representative for CONTRACTOR

EXHIBIT 4.0

Certificate of Compliance with Orange County Child Support Enforcement

EXHIBIT 4.0

CERTIFICATE OF COMPLIANCE WITH ORANGE COUNTY ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS POLICY

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

Name: _____

D.O.B. _____

Social Security No.: _____

Residence Address: _____

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

Name: _____

D.O.B.: _____

Social Security No.: _____

Residence Address: _____

Name: _____

D.O.B.: _____

Social Security No.: _____

Residence Address: _____

Name: _____

D.O.B.: _____

Social Security No.: _____

Residence Address: _____

C. A Certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A Certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

EXHIBIT 4.0

CERTIFICATION OF COMPLIANCE WITH
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT POLICY

CERTIFICATION

" I certify that _____
(Company Name)

is in full compliance with all applicable federal, state, and local reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Contract Number P05173 with the County of Orange. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract."

_____
Signature* Name (Please Print)

_____
Title Date

_____
Signature* Name (Please Print)

_____
Title Date

_____
Company Name

_____
Contract Number

*Two signatures required if a corporation

EXHIBIT 5.0

Orange County Juvenile Court's Policy: Entitled Confidentiality and Release of Information, Dated: January 28, 1997

ORANGE COUNTY JUVENILE COURT

POLICY:
CONFIDENTIALITY AND RELEASE OF INFORMATION

I. Confidentiality of Juvenile Court Proceedings

A. Introduction

Sections 346 and 676 of the Welfare and Institutions Code provide that the public shall not be admitted to Juvenile Court hearings. Such hearings are characterized as confidential, not secret. [Brian W. v. Superior Court of Los Angeles County, 20 Cal.3d 618, 574 P.2d 788, 143 CR 717 (1978).]

1. WIC §346 relates to 300 proceedings, and reads as follows:

   Unless requested by a parent or guardian and consented to or requested by the minor concerning whom the petition has been filed, the public shall not be admitted to a juvenile court hearing. The judge or referee may nevertheless admit such persons as he deems to have a direct and legitimate interest in the particular case or the work of the court.

2. WIC §676 relates to 601 and 602 proceedings, and reads as follows:

   (a) Unless requested by the minor concerning whom the petition has been filed and any parent or guardian present, the public shall not be admitted to a juvenile court hearing. Nothing in this section shall preclude the attendance of up to two family members of a prosecuting witness for the support of that witness, as authorized by Section 868.5 of the Penal Code. The judge or referee may nevertheless admit those persons he or she deems to have a direct and legitimate interest in the particular case of the work of the court. However, except as provided in subdivision (b), members of the public shall be admitted, on the same basis as they may be admitted to trials in a court of criminal jurisdiction, to hearings concerning petitions filed pursuant to Section 602 alleging that a minor is a person described in Section 602 by reason of the violation of any one of the following offenses:

      (1) Murder.
      (2) Arson of an inhabited building.
      (3) Robbery while armed with a dangerous or deadly weapon.

(4) Rape with force or violence or threat of great bodily harm.
(5) Sodomy by force, violence, duress, menace, or threat of great bodily harm.
(6) Oral copulation by force, violence, duress, menace, or threat of great bodily harm.
(7) Any offense specified in subdivision (a) of Section 289 of the Penal Code.
(8) Kidnapping for ransom
(9) Kidnapping for purpose of robbery.
(10) Kidnapping with bodily harm.
(11) Assault with intent to murder or attempted murder.
(12) Assault with a firearm or destructive device.
(13) Assault by any means of force likely to produce great bodily injury.
(14) Discharge of a firearm into an inhabited or occupied building.
(15) Any offense described in Section 1203.09 of the Penal Code.
(16) Any offense described in Section 12022.5 of the Penal Code.
(17) Any felony offense in which a minor personally used a weapon listed in subdivision (a) of Section 12020 of the Penal Code.
(18) Burglary of an inhabited dwelling house or trailer coach, as defined in Section 635 of the Vehicle Code, or the inhabited portion of any other building, if the minor previously has been adjudged a ward of the court by reason of the commission of any offense listed in this section, including an offense listed in this paragraph.
(19) Any felony offense described in Section 136.1 or 137 of the Penal Code.
(20) Any offense as specified in Sections 11351, 11351.5, 11352, 11378, 11378.5, 11379, and 11379.5 of the Health and Safety Code.
(21) Criminal street gang activity which constitutes a felony pursuant to Section 186.22 of the Penal Code.
(22) Manslaughter as specified in Section 192 of the Penal Code.
(23) Driveby shooting or discharge of a weapon from or at a motor vehicle as specified in Sections 246, 247, and 12034 of the Penal Code.
(24) Any crime committed with an assault weapon, as defined in Section 12276 of the Penal Code, including possession of an assault as specified in subdivision (b) of Section 12280 of the Penal Code.
(25) Carjacking, while armed with a dangerous or deadly weapon.
(26) Kidnapping, in violation of Section 209.5 of the Penal Code.
(27) Torture, as described in Sections 206 and 206.1 of the Penal Code.

(28) Aggravated mayhem, in violation of Section 205 of the Penal Code.

(b) When the petition filed alleges that the minor is a person described in Section 602 by reason of the commission of rape with force or violence or great bodily harm; sodomy by force, violence, duress, menace, or threat of great bodily harm; oral copulation by force, violence, duress, menace, or threat of great bodily harm; or any offense specified in Section 289 of the Penal Code, members of the public shall not be admitted to the hearing in either of the following instances:

(1) Upon a motion for a closed hearing by the district attorney, who shall make the motion if so requested by the victim.

(2) During the victim's testimony, if, at the time of the offense the victim was under 16 years of age.

(c) The name of a minor found to have committed one of the offenses listed in subdivision (a) shall not be confidential, unless the court, for good cause, so orders.

(d) Notwithstanding Sections 827 and 828 and subject to subdivisions (e) and (f), when a petition is sustained for any offense listed in subdivision (a), the charging petition, the minutes of the proceeding, and the orders of adjudication and disposition of the court that are contained in the court file shall be available for public inspection. Nothing in this subdivision shall be construed to authorize public access to any other documents in the court file.

(e) The probation officer or any party may petition the juvenile court to prohibit disclosure to the public of any file or record. The juvenile court shall prohibit the disclosure if it appears that the harm to the minor, victims, witnesses, or public from the public disclosure outweighs the benefit of public knowledge.

(f) Nothing in this section shall be applied to limit the disclosure of information as otherwise provided for by law.

B. <u>Persons Entitled to be Present</u>

1. The following persons are entitled by statute to be present at a Juvenile Court proceeding:

(a) The minor who is the subject of the hearing.

(b) All parents, de facto parents who have standing, and guardians the minor, or, if there is no parent or guardian residing within

state, or if their place of residence is not known, any adult relative residing within the county, or if there is none, the adult relative residing nearest to the court. A "de facto" parent may include a foster parent, a stepparent, or any other person who, on a day-to-day basis, assumes the role of parent, seeking to fulfill both the child's physical needs and his or her psychological need for affection and care.

(c) Any counsel representing the minor or the parent, de facto parent, guardian or adult relative.
(d) The probation officer or social worker as the case may be, except where waived by that person, the court, and the minor.
(e) The district attorney in WIC §602 proceedings.
(f) The district attorney in WIC §§300 and 601 proceedings, as provided in WIC §§317 and 351.
(g) The county counsel, when representing SSA or SSA and the interests of the minor in WIC §300 proceedings.
(h) The court clerk.
(i) The official court reporter.
(j) The bailiff.
(k) The public in those WIC §602 proceedings listed in WIC §676.

2. WIC §§346 and 676 give the minor and any parent or guardian present at the hearing the right to request that the public be admitted to the hearing. If the minor and his/her parent or guardian request that the Court admit persons to the hearing, the Judge, Commissioner, or Referee should honor such request so long as those admitted observe proper courtroom decorum and their presence does not adversely affect the proper conduct of the hearing or courtroom security. WIC §§346 and 676 do not preclude the Court from excluding witnesses, either upon motion of a party or the Court's own motion.

3. WIC §656.2 states in part: "(b) Notwithstanding any other provision of law, the persons from whom the probation officer is required to obtain a statement pursuant to subdivision (a) shall have the right to attend the disposition hearing conducted pursuant to Section 702 and to express their views concerning the offense and disposition of the case pursuant to Section 706".

C. <u>Guidelines Regarding Admission to Juvenile Court Hearings</u>

1. WIC §§346 and 676 state that the Judge, Commissioner or Referee may admit such persons to Juvenile Court proceedings as the Court deems to have a direct and legitimate interest in the particular case or the work of the Court.

2. Persons who might be admitted include representatives of the press, relatives or close friends of the minor, victims, law enforcement personnel, CASA, students, and members of community groups interested in studying Juvenile Court proceedings.

3. All requests by the print and electronic media requesting admission to WIC §602 proceedings involving WIC §676 offenses shall be submitted to the Presiding Judge of the Juvenile Court no later than 9:00 a.m., on the date of the hearing. The Presiding Judge of the Juvenile Court shall rule upon the request for admission to any Court proceedings, and that ruling shall be binding on all Judges, Commissioners, and Referees of the Juvenile Court, unless specifically ordered otherwise by the Presiding Judge. In cases where access to proceedings is granted, admission will be on a first-come, first-served basis and will be limited to the number of persons that can reasonably be accommodated in the courtroom. The Judge, Commissioner, or Referee conducting the hearing will have the final authority to determine the number of persons who may be admitted, and where they shall be situated in the courtroom.

4. The following guidelines should be followed by Judges, Commissioners, and Referees in making decisions concerning the admittance of persons to Juvenile Court hearings:

   - <u>Persons Conducting Research</u>

     The Court will attempt to accommodate persons conducting research in the area of juvenile justice by permitting them to attend appropriate Juvenile Court hearings. Approval should first be obtained from Juvenile Court Administration. No person conducting any form of research may interview a minor without the express written authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.

   - <u>Students</u>

     The Court will attempt to accommodate students from recognized colleges. Such visits must be arranged through Juvenile Court Administration. Groups should be limited to ten persons. (There should be minor/attorney consent.)

   - <u>Public or Private Agencies</u>

     Agencies directly involved in the juvenile justice system may send

employees to observe court proceedings. Arrangements for these visits are to be made through Juvenile Court Administration.

- News Media

In WIC §602 proceedings, the Court believes that it is in the public interest to permit representatives of recognized news media to attend sessions of the Juvenile Court, including fitness hearings, where the public has a direct and legitimate interest in the particular case or in the work of the Court, provided that the media follow the rules of confidentiality contained in the Welfare and Institutions Code, the Court policy set forth below, and its own voluntarily adopted code of ethics, whereby the names of juvenile offenders and minors who are the alleged victims of abuse or neglect are not identified to the public either before or after the initiation of Juvenile Court proceedings. Departures therefrom may result in the Court restricting the news media from attending Juvenile Court hearings.

The Court's news media policy is as follows:

(a) Recognized news media are defined to include any of the print or broadcast media that regularly reach a significant part of the general population of Orange County.

(b) After following the procedures set forth in I.C.2 and I.C.3 above, where access has been granted, media representatives will check in with the clerk of any department visited by them. Questions as to qualification of an individual representative will be referred to Juvenile Court Administration.

(c) Media representatives attending hearings should endeavor to remain throughout all of the proceedings they intend to report.

(d) The name of the minor on whose behalf the petition has been filed and the names of his/her parents or guardians shall not be reported.

(e) Confidential reports concerning juveniles, such as social or clinical studies and school or personal records shall not be open to inspection by the news media except at the express order of the Presiding Judge of the Juvenile Court.

(f) No still or motion pictures may be taken, nor any voice recordings made, in any Juvenile Court facility or section of a Superior Court facility where juvenile hearings are being conducted, without the express permission of the Presiding Judge of the Juvenile Court. No still or motion pictures may be taken, nor voice recordings made, of minors who are in Court-ordered placements or Juvenile Hall without the permission of the Presiding Judge of the Juvenile Court.

Unless the Presiding Judge orders otherwise, media personnel will be bound by the requirements of Rule 980 of the California Rules of Court.

(g) No minor who is the subject of Juvenile Court proceedings may be interviewed or photographed by any member of the news media without the express authorization of the Presiding Judge of the Juvenile Court. If the minor has a pending case before the Court, his or her attorney of record must be consulted before authorization will be given.

(h) If an alleged act of delinquency is publicized, the news media should have access to and attempt to report the disposition of the case in order to complete the original story.

The news media policy stated above recognizes the important duty of the media to report the activities of the juvenile justice system. The Court expects the media to police itself relative to the above rules and to understand that departure therefrom will necessarily call for a return to strict control of their access.

II. Confidentiality of Juvenile Court Records

A. Introduction

1. WIC §827 provides the Juvenile Court with the authority to determine to whom juvenile record information may be disclosed. The Juvenile Court has exclusive authority to determine the extent to which juvenile record information may be released to third parties. [T.N.G. v. Superior Court of San Francisco, 4 Cal.3d 767, 484 P.2d 981, 94 CR 813 (1971).]

   Except as otherwise noted, no person in possession of juvenile record information shall release to third parties the identity of any person subject to the proceedings of juvenile court law, or any other information about the person's involvement, without the express permission of the Presiding Judge of the Juvenile Court. WIC §827(a).

   A parent is entitled to a copy of a police report upon request to the police agency only if that parent's child is the only juvenile involved, unless all juveniles are siblings. To furnish such information requires the requesting party to petition the Presiding Judge of the Juvenile Court for a court order allowing for the release of the names of other involved minors. Wescott v. Yuba County, 104 Cal.App. 3d 103, 163 CR 385 (1980).

2. "Juvenile record information" includes, but is not limited to:

   (a) Any document or record filed in any Juvenile Court proceeding.

(b) Any document relating to any juvenile contacts and arrests even if Juvenile Court proceedings were not instituted, including records of temporary custody and detention of a minor pursuant to WIC §625.
(c) Any document or record made available to the probation officer or children's services worker in preparing a report.
(d) All other information of an evaluative or diagnostic nature made available to the Court, the probation officer, attorney of record, or any other person or agency in accordance with the administration of juvenile court law.

Note: This policy does not apply to the exchange of information and documents required under mandatory reporting laws as defined by Penal Code §§11166 et. seq.

B. Release of Documents: Persons and Agencies Entitled to Information

Note: Juvenile records cannot be subpoenaed except as otherwise stated below.

1. Juvenile Justice Agencies

Juvenile records, unless otherwise confidential, may be released without a court order as follows:

Persons or agencies having responsibility for the administration of juvenile court law, with respect to the minor involved. Authorized recipients shall include Judges, Commissioners, Referees, Traffic Hearing Officers, Probation Officers, Parole Officers, District Attorneys, County Counsel, Orange County Family Court Mediators, Court Clerks, the minor, his/her parents or guardians, his/her attorney of record, Court Reporters, employees of the governmental mental health or welfare departments, and persons or agencies with whom the minor has been or may be placed for custodial care. Such authorization is contingent upon a need for such information as it pertains to the conduct of official responsibilities.

2. The following agencies may also obtain juvenile records under appropriate circumstances:

a. Law Enforcement Agencies

Information may be furnished to any law enforcement agency. This includes the sharing of information by one law enforcement agency with another (WIC §828) and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor

taken into custody is available, it shall be included with any information disclosed.

Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

Information may be furnished to the State of California Department of Justice; however, pursuant to WIC §204, the Department of Justice shall not knowingly transmit to any person or agency any information relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody unless that information also includes the resulting disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Other Federal, State or Local Departments or Agencies

The Probation Officer, or any department of the Juvenile Court, is authorized to furnish information to any governmental agency making an official request as needed for implementation of statutes or regulations which require juvenile record information. Requests from agencies for which authorization is in doubt shall be referred to Juvenile Court Administration.

c. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to WIC §602 for a violation which might be punishable as a felony if committed by an adult.

d. California Department of Motor Vehicles

Information may be furnished to the Department of Motor Vehicles as provided by statute.

e. Juvenile Justice Commission of Orange County

Juvenile Court record information may be furnished to the Juvenile Justice Commission as authorized by *Juvenile Court Miscellaneous Order - 528.3.*

f. Parents, Guardians, and Responsible Relatives

Information may be furnished to the minor's parents, guardians, or responsible relatives including information referred to in WIC §827.

g. Schools

Information shall be released to school districts pursuant to WIC §827(b).

In addition, school districts will be allowed copies of police reports for the sole purpose of conducting expulsion proceedings. Police reports obtained are to be viewed as strictly confidential and utilized only for the purpose of an expulsion proceeding. Any violation of this authorization will result in strict limitations being placed on the release of police reports in this regard.

h. Military Recruiter

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

i. Public or Private Resource Agencies

Information may be shared with agencies or individuals providing employment training, guidance or other remedial or rehabilitative services for the minor. Information should be limited to that which is reasonably necessary to assist an agency with case planning and service delivery.

j. Courts

If juvenile record information is found to be discoverable by a Court hearing adult criminal or civil matters, the Juvenile Court shall determine if the information is confidential. The sole and exclusive means of obtaining these records shall be by way of a motion pursuant to WIC §827, submitted via Petition to Disclose, Judicial Council Form JV 570.

k. Victims and Other Parties

Pursuant to WIC §742, the Probation Officer is required to release Juvenile Court disposition information to a victim so long as the request is received within 60 days of the final disposition. Such

information should be restricted to the date of the Court Order, the specific petition counts sustained or dismissed, whether the minor was placed on probation, whether he/she was committed to a county or state facility, or whether placement outside the minor's home was ordered, and restitution conditions ordered, if any. Information beyond this shall be at the discretion of the Probation Officer as long as such information is relevant for the pursuit of civil reimbursement. This policy shall not preempt the requirements imposed on law enforcement officials to furnish information pursuant to Government Code §6254(f) to victims and other authorized recipients. Victims who wish additional specific information concerning the status of unsustained petitions or petition counts should be referred to the District Attorney.

In the event of civil litigation involving the County of Orange, all such information may be released to the County Counsel or the Risk Management Division of the Orange County Personnel Department to the extent required for case preparation.

I. Victim/Witness Assistance Program of Orange County

Pursuant to Government Code §13968(d) every law enforcement agency in the state shall provide to the Victim/Witness Assistance Program of Orange County, upon written request, a complete copy of the report regarding the incident and any supplemental reports involving the crime, public offense, or incident giving rise to a claim, for the specific purpose of the submission of a claim filed pursuant to this article.

3. WIC §827 Petitions

Persons specified in WIC §§827 and 828 must obtain Juvenile Court approval via WIC §827 petitions in the attached format to inspect/receive copies of Juvenile Court record information.

4. Petition for Disclosure of Juvenile Court Records: WIC §827

Third party attorneys must obtain the Juvenile Court's authorization via a JV 570 Petition to Disclose (California Rules of Court, Rule 1423; July 1992) to inspect/receive copies of Juvenile Court record information.

5. Specificity and Materiality

The petitioner must be specific (CCP §1985, et seq.) as to the items requested and the reasons for the request.

6. Exclusions

Only items/documents described in WIC §827 are subject to disclosure. Excluded are preliminary drafts, notes and interagency and intra-agency memoranda, provided that the public interest in withholding those records clearly outweighs the public interest in disclosure. Government Code §6254(a).

C. Additional Restrictions and Conditions

All juvenile record information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any other person or agency not authorized to receive such information by statute, court order, or other lawful process.

1. Written Notification

All agencies or individuals who lawfully furnish juvenile record information to any other agency or individual shall provide the receiving agency with the following written notification:

"Confidential (WIC §827)"

"This document contains juvenile record information furnished in accordance with your official duties. Further release by you of this information may be accomplished only in accordance with applicable statute, court order, or other lawful process."

2. News Media

Juvenile record information may not be furnished to the news or broadcast media without the permission of the Presiding Judge of the Juvenile Court.

It is not the intent of this Order to prohibit the dissemination of information contained in crime arrest reports to news or broadcast media as long as the name or other information leading to the identity of the minor or minors involved is not disclosed.

Authorization from the Presiding Judge of the Juvenile Court may be granted to the media to disclose the identity, or other information leading to the identity, of a minor if disclosure is deemed in the best interests of the community or the minor or minors involved. Authorization may be sought by appropriate petition to the Presiding Judge of the Juvenile Court.

III. Confidentiality of Child Abuse Reports

Although laws pertaining to the release of juvenile record information may apply to the release of records and information regarding child abuse, new laws regarding the confidentiality and release of such information have been established in recent years.

Those agencies dealing with child abuse information are advised to thoroughly familiarize themselves with the laws which govern child abuse reporting and reports. See, Penal Code §§11165 - 11174.5. The policy of this Court will be to follow the law and procedures set forth in those sections without deviation.

Dated this 28 day of Jan, 1997.

RONALD E. OWEN
Presiding Judge of the Juvenile Court

Distribution:

1. All Law Enforcement Agencies in Orange County
2. Chief Probation Officer, Orange County
3. Director, Social Services Agency, Orange County
4. District Attorney, Orange County
5. Public Defender, Orange County
6. County Counsel, Orange County
7. Orange County Juvenile Justice Commission
8. Superintendent of Schools, Orange County
9. Superintendent of each School District, Orange County
10. Orange County News Media
11. Military Recruiters, Orange County
12. Orange County Bar Association
13. Department of Justice, State of California
14. Department of Youth Authority, State of California
15. Victim/Witness Assistance Program of Orange County

MAIL TO: Orange County Juvenile Court
Post Office Box 14169
Orange, CA 92863-1569

Name, Address and Telephone Number of Petitioner:

_____

_____

_____

Telephone: ( ) _____

(DO NOT WRITE IN THE AREA ABOVE)

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
JUVENILE COURT

IN THE MATTER OF:

_____
A MINOR

Date of Birth: _____

Juvenile Case No: _____

Agency Case No: _____

PETITION TO INSPECT AND RECEIVE COPIES OF JUVENILE RECORDS (WIC §827)

TO THE PRESIDING JUDGE OF THE ORANGE COUNTY JUVENILE COURT:

Petitioner requests permission to inspect and receive copies of the above-ptioned juvenile records in the possession of _____

_____

The records which Petitioner seeks are confidential under Section 827 as they involve a Minor. However, good cause does exist for the inspection and release of said records as follows:

_____

_____

_____

_____

_____

Petitioner's relationship to the Minor is as follows:

_____

I DECLARE UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

DATED: _____ _____
Signature of Petitioner

ORDER

E PETITION TO INSPECT/RECEIVE COPIES IS _____GRANTED _____DENIED

DATED: _____ _____
Presiding Judge of the Juvenile Court