

FORM APPROVED COUNTY COUNSEL 4/11/16  
 BY: GREGORY P. PRIAMOS DATE

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
 COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

316



**SUBMITTAL DATE:**  
 March 15, 2016

**FROM:** Probation Department

**SUBJECT:** Approval of the Agreement with Chapman University, Fowler School of Law to provide Restorative Justice Program Services for five years. [All Districts]; [\$161,117 Annually]; [\$805,585 Five Year Total]; Juvenile Crime Prevention Act (100%)

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve and execute the professional service agreement with Chapman University, Fowler School of Law for \$161,117 annually, for five (5) years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10% annually.

**BACKGROUND:**

Summary  
 Continued on page 2

*Rosario R. Rull*  
 Rosario Rull, Asst. Chief Probation  
 Officer for Mark A. Hake  
 Chief Probation Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 161,117	\$ 161,117	\$ 805,585	\$ 161,117	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	
<b>SOURCE OF FUNDS:</b> Juvenile Justice Crime Prevention Act (100%)				<b>Budget Adjustment:</b> No	
				<b>For Fiscal Year:</b> 2015/16 – 19/20	

**C.E.O. RECOMMENDATION:**

**APPROVE**

County Executive Office Signature BY: *Elizabeth J. Olson*  
 Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

*Lisa Brandl*  
 Lisa Brandl, Director  
 Purchasing and Fleet Services

Departmental Concurrence

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.:

District:

Agenda Number:

3-21

# **SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

**FORM 11:** Error! No text of specified style in document.

**DATE:** March 15, 2016

**PAGE:** 2 of 2

## **BACKGROUND:**

### **Summary (continued)**

Chapman University Fowler School of Law (Chapman) Mediation Clinic has been in operation since August 2009 and is currently the only area provider in the State of California that provides a Restorative Justice Program with direct victim involvement. The Riverside County Probation Department (Probation) desires to partner with Chapman to provide a Restorative Justice Program to support youth offenders' county-wide.

This program is an approach to justice, based on a set of principles that guide responses to conflict and focuses on the needs of victims, youth offenders and the community. The program will target youth, ages 12 through 17, who have committed a property or violent crime that has a specific victim, not company or corporation. The goal of mediation is to allow the victim and offender an opportunity to discuss the crime in a secure setting and develop an agreement to repair the harm done. The process provides victims with a voice and active role, something rarely available in the traditional justice system. Fostering dialogue between the victim and offender provides the high rates of victim satisfaction and youth offender accountability.

Victim mediation compliance will be monitored by the Deputy Probation Officer (DPO) once the court confirms that both the victim and the offender are willing and able to voluntarily participate in the program. The DPO will work with the mediator and ensure the offender is working towards completing the sanctions agreed upon during the victim-offender reconciliation. If the offender is unsuccessful in completing the Restorative Justice Program there will be no consequences. However, the offender will default to completing court ordered victim apology letter(s) and performing community service hours, as part of the original orders and conditions of probation.

### **Impact on Citizens and Businesses**

Restorative Justice is an approach to justice, based on a set of principles that guide responses to conflict, focusing on the needs of victims and offenders, as well as the community. The goal of utilizing Chapman's Restorative Justice Program is to educate youth on the impacts of their actions and reduce victimization while it may also have the benefit of reducing a youth's repeat contact with law enforcement and the court system, which will benefit the safety and well-being of the residents and businesses of Riverside County.

### **Contract History and Price Reasonableness**

A Request for Proposal (RFP) # PRARC-043 was released in November 2015 with notifications delivered through e-mail to six vendors along with advertisement on the County's Intranet and the Public Purchase website. The County received one responsive, responsible bid with a proposal submitted by Chapman University at a cost of \$189,549 annually.

The evaluation committee composed of representatives from County Probation. The evaluation team reviewed and scored the proposal based on Chapman University's overall responsiveness to the County's program effort and accomplishment objectives, bidder's experience and ability, project methodology, overall cost and best value, and financials.

The bidder, Chapman University was given the opportunity to present their Best and Final Offer (BAFO). The BAFO presented for the County's final evaluation produced a 15% cost savings from the original proposed cost of \$189,549 resulting in an annual cost of \$161,117 dollars.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**RESTORATIVE JUSTICE PROGRAM SERVICES**

**between**

**COUNTY OF RIVERSIDE**

**and**

**Chapman University Fowler School of Law**



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This Agreement, made and entered into this 26 day of April, 2016, by and between Chapman University, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through April 26, 2021, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. CONTRACTOR may terminate this Agreement for convenience after the first year by providing sixty (60) days' written notice to COUNTY prior to the termination of the then-current year term. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed (\$161,117.00) annually including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit or surplus will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P. O. Box 833

Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number PRARC-96105-002-04/21 quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made, and invoices shall be rendered "monthly" in arrears. In the State of California, Government agencies are not allowed to pay excess interest and late charges, per Government Codes, Section 926.10. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

**4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 60 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure after receiving thirty (30) days' notice to cure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.3** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

**5.4** After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by

CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

**5.6** If the Agreement is federally or State funded, CONTRACTOR cannot be debarred from the System for Award Management (SAM). CONTRACTOR must notify the COUNTY immediately of a debarment. Reference: System for Award Management (SAM) at <https://www.sam.gov> for Central CONTRACTOR Registry (CCR), Federal Agency Registration (Fedreg), Online Representations and Certifications Application, and Excluded Parties List System (EPLS)). Excluded Parties Listing System (EPLS) (<http://www.epls.gov>) (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

**5.7** The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

## **6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all data, materials, reports or products in any form (collectively "Data") including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. COUNTY hereby grants CONTRACTOR a license to use the Data, de-identified, for research and publication purposes. The Data may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties.

## **7. Conduct of CONTRACTOR**

**7.1** The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

**7.2** The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from



individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

**8. Inspection of Service; Quality Control/Assurance**

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided.

8.2 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

**9. Independent CONTRACTOR/Employment Eligibility**

9.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent CONTRACTOR and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the

control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

**10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all applicable State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All applicable licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Use By Other Political Entities**

N/A

**14. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**15. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**16. Confidentiality**

**16.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public disclosure; COUNTY operational procedures; and knowledge of selection of CONTRACTORS, subcontractors or suppliers in advance of official announcement.

**16.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or

authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**18. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

COUNTY OF RIVERSIDE  
PURCHASING & FLEET SERVICES  
2980 Washington Street  
Riverside, CA 92504

CHAPMAN UNIVERSITY  
Fowler School of Law  
One University Drive  
Orange, CA 92866

**19. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent CONTRACTOR(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If

CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**21. Hold Harmless/Indemnification**

**21.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

**21.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.

**21.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**21.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,

Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of

the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance or copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Endorsements showing such insurance is in full force and effect. Further, CONTRACTOR shall provide thirty (30) days written notice to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed Certificate of Insurance or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished Certificate (s) of Insurance and copies of endorsements as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.



**23. General**

**23.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**23.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**23.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**23.4** CONTRACTOR shall not provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**23.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**23.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**23.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**23.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

23.9 CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

CONTRACTOR NAME HERE

By: \_\_\_\_\_  
John J. Benoit, Chairman  
Board of Supervisors

By: \_\_\_\_\_  
Harold W. Hewitt, Jr.  
Executive Vice President/COO

Dated: \_\_\_\_\_

Dated: 4/6/16

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

By: \_\_\_\_\_  
Deputy

FORM APPROVED COUNTY COUNSEL.  
BY: Neal R. Kipnis DATE: 4/7/16

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**EXHIBIT A**

**Required Scope of Service for the CONTRACTOR**

**1. Program Effort & Accomplishment Objectives:**

1.1 Restorative Justice is designed to encourage and support the development and use of alternative dispute resolution techniques in working with victims and offenders to alleviate unresolved conflict.

1.2 CONTRACTOR'S Alternative Dispute Resolution Program includes a Mediation Clinic, a Juvenile Hall Peer Mediation Program, as well as the upcoming Restorative Justice Program. As with the other programs within CONTRACTOR'S Alternative Dispute Resolution (ADR) Program, the Restorative Justice Program will be monitored, documented, and evaluated for its success so it may serve as a model for resolution programs in other communities.

1.3 CONTRACTOR regularly produces brochures and marketing materials of many varying types to publicize and promote its clinics. The Restorative Justice Clinic will develop and design resource materials to educate communities regarding the availability and benefits of alternative dispute resolution techniques.

1.4 CONTRACTOR'S Restorative Justice Program will work in conjunction with CONTRACTOR'S ADR Program. Currently, CONTRACTOR'S ADR Program, including a Mediation Clinic and a Juvenile Hall Peer Mediation Program, encourages the courts, prosecutors, public defenders, law enforcement agencies and administrative agencies to work cooperatively with and to make referrals to dispute resolution programs. This encouragement will therefore be extended to CONTRACTOR'S Restorative Justice Program as well.

**2. Program Services:**

2.1 CONTRACTOR'S Restorative Justice Program will offer dispute resolution services, including but limited to, mediation and conciliation services to victims and offenders. Restorative justice is an approach to justice based on a set of principles that guide responses to conflict, focusing on the needs of victims and offenders, as well as the community. Victims take an active role in the process, while offenders can take responsibility for their actions, and make amends for their wrongdoing by apologizing, returning stolen money or completing community service. The process provides victims with a voice, something they rarely get in the traditional justice system.

2.2 CONTRACTOR recognizes and agrees that the law provides that counties may establish a program of grants to public entities and nonpartisan, nonprofit corporations for the establishment and continuance of programs to be operated under the requirements of State law and any additional standards developed and adopted by the local dispute resolution advisory council.

2.3 CONTRACTOR'S Restorative Justice Program complies with State Regulations as follows:

2.3.1 The Restorative Justice Clinic at Chapman University's Fowler School of Law shall comply with all provisions of the California Dispute Resolutions Act contained in Business and Professions Code Sections 465-471.5. Moreover, the Restorative Justice Clinic shall comply with the

regulations set forth by the California Department of Consumer Affairs under Article 2. General Eligibility and Application Requirements, Section 3605: Eligibility for Funding. Evidence of such compliance shall be found in sections D through I, listed in the Table of Contents, of this Proposal to Provide Services. (Please see sections D-I including any and all attached Exhibits). CONTRACTOR'S Restorative Justice Program will provide neutral persons who have been adequately trained in conflict resolution techniques as required by the rules and regulations of the Dispute Resolution Programs Act.

2.3.2 The Restorative Justice Program shall ensure that its mediation and conciliation services are provided by neutral persons. A student shall not function as a mediator if that student has any personal bias regarding any particular disputant or the subject matter of the dispute. A student shall not function as a mediator if that student has a financial interest in the subject matter or the dispute or a familial relationship with any party to the dispute. If, before or during the provision of dispute resolution services, a student mediator has or acquires an actual or apparent conflict of interest, the student mediator shall inform all of the parties to the dispute, and thereafter disqualify himself or herself as the student mediator unless all of the disputants consent in writing to continue.

2.3.3 There are several options available for an agreement. First, community service that is either linked to the crime or chosen by the victim. Second, offenders might offer some form of restitution. If the offender cannot pay, the agreement might require the offender to work to repair the harm. Third, offenders can write apology letters, to help the victim heal and reflect on the impact of their crime. Minors will have six months to complete the terms of the agreement. If the terms of the agreement are not completed, the case will be returned to the Riverside Probation Department. If an agreement is reached, it will be documented and parties will be informed of any future responsibilities they may have with regards to the agreement.

2.3.4 The Restorative Justice Clinic will offer its services to those individuals, without regard to race, religion or place of origin, and who are deemed qualified by the Riverside Probation Department and has willingly volunteered to participate.

2.3.5 Prior to any mediation, both victims and offenders will be informed that all participation with the Restorative Justice Program is completely voluntary on their part.

2.3.6 CONTRACTOR acknowledges and assures that CONTRACTOR'S Restorative Justice Program's primary service is to provide dispute resolution as outlined in the Scope of Service.

2.4 CONTRACTOR'S Restorative Justice Program will provide a written statement prior to any mediation that outlines 2.4.1-2.4.5 in both English and Spanish.

2.4.1 The nature of the dispute.

2.4.2 Explain the dispute resolution and its process.

2.4.3 The rights and obligations of each party, including but not limited to:

- The right to call and examine witnesses.

- The right of both parties to be accompanied by counsel, and the rules and procedures of counsel in the dispute resolution process.

2.4.4 The procedures followed during the dispute resolution.

2.4.5 If the parties enter into mediation, whether the dispute resolution process will be binding.

### **3. Roles and Responsibilities:**

CONTRACTOR agrees to the roles and responsibilities as defined by the COUNTY Scope of Service Outlined in 3.1-3.3.

3.1 PROBATION shall:

3.1.1 Provide youth and their parent(s)/guardian(s) with the appropriate referral paperwork

3.1.2 Notify CONTRACTOR of the referral via email or facsimile; and

3.1.3 Process Live Scan and background approval of CONTRACTOR's mediation program providers.

3.1.4 Provide a safe and secure facility for the restorative justice services in Riverside County.

3.2 CONTRACTOR shall:

3.2.1 Provide all referral documents and forms needed for the program;

3.2.2 Provide all mediation and conciliation services to youth and victims referred by PROBATION and accepted to the program according to criteria;

3.2.3 Reserve the right to not accept referrals without disclosing the reason;

3.2.4 Provide all staff necessary to carry out mediation and conciliation services to youth and victims;

3.2.5 Present training information and materials to PROBATION;

3.2.6 Provide PROBATION with copies of standards of practice that pertain to the functions and duties under agreement entered for services.

3.2.7 Maintain source documents and case records as outlined in the proposal for services;

3.2.8 Interview, assess and accept or reject volunteers and mediators.

3.2.9 Be responsible for contacting the PROBATION Division Director of Human Resources to set up appointments for staff, volunteers, and mediators Live Scan, in order for PROBATION to conduct their portion of background process and approval;

3.2.10 Ensure that its mediation and conciliation services are provided by neutral persons;

3.2.11 Conduct mediation training for new staff, volunteers, interns, and mediators and on-going training for returning volunteers and mediators;

3.2.12 Provide and promote a safe environment for all participants in the mediation program including, but not limited to, reporting to the proper authorities unusual incidents where the safety of a youth or victim may be threatened; and

3.2.13 Administer Program Outcome Evaluation and report program results to PROBATION.

3.3 The COUNTY and CONTRACTOR shall:

3.3.1 Expand the program to other youth and victims, if and when appropriate;

3.3.2 Agree to establish mutually satisfactory methods for the exchange of information as may be necessary in order that each party may perform its duties and functions under agreement entered into for services.

3.3.3 Maintain appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations;

3.3.4 Agree to establish mutually satisfactory methods for problem resolution at the lowest possible level as the optimum, with a procedure to mobilize problem resolution through CONTRACTOR's and PROBATION mutual chains of command, as deemed necessary; and

3.3.5 Agree to develop and implement procedures and forms necessary to administer and document program referrals, participation, compliance and effectiveness.

#### **4. Personnel Disclosure and Background Check Procedures:**

CONTRACTOR agrees to the personnel disclosure and background check procedures as defined by the County of Riverside RFP outlined in 4.1-4.4.

4.1 CONTRACTOR shall be required upon request of the COUNTY to make available a current list of all personnel that will be providing services. The list shall include:

4.1.1 All staff who work full, part-time, per-diem, or temporarily; a brief description of the functions of each position; and the professional degree, license (if applicable) and experience required for each position.

4.1.2 COUNTY shall have the right to conduct, at any time, background checks on personnel assigned to the Restorative Justice Program.

4.1.3 Based on the background check, PROBATION shall have the right to require replacement of any personnel.

4.1.4 COUNTY shall be provided immediate written notice of any changes in personnel providing services.

4.1.5 In the event a background check is conducted, costs associated with the background check shall be the responsibility of PROBATION.

4.1.6 PROBATION shall have the right at any time to require CONTRACTOR to remove or replace any personnel provided services for any reason PROBATION determines to be appropriate.

4.2 Disclosure of information relevant to client and employee safety; as required by Penal Code Section 11105.3 CONTRACTOR shall notify PROBATION of any CONTRACTOR employee assigned to provide services that has been convicted of any crimes involving sex, drugs, violence, or felony offense, or who are known to have a substantiated report of child abuse as defined by Penal Code Section 11165.12 who occupy supervisory or disciplinary power over PROBATION or other clients at the Program.

4.3 Notification procedures for client safety shall be followed:

4.3.1 PROBATION shall notify CONTRACTOR in writing of any person not approved to work at any PROBATION Program, but to protect client confidentiality, may not be able to disclose the reason(s) for non-approval.

4.3.2 Upon notification CONTRACTOR shall immediately remove that person from providing services to any PROBATION Program.

4.4 Notification procedures for employee safety shall be followed:

4.4.1 When such information becomes known

## **5. Reporting:**

5.1 CONTRACTOR agrees to submit quarterly reports in January, April, August, and December. The report is to include but not be limited to mediation results, the number served, updates of current mediation services in progress, and the status of restorative justice completion.

5.2 CONTRACTOR'S Dispute Resolution Program operates a Juvenile Hall Peer Mediation Program and a Mediation Clinic in Riverside County. The program director, David Dowling coordinates and supervises all Dispute Resolution Programs. The goal of the Dispute Resolution Program is to provide the best available dispute resolution services to Riverside County as described in section 467.2, 467.3, and 467.4.

5.3 CONTRACTOR does not discriminate on the basis of race, gender, sexual orientation, color, age, disability, national origin, or ethnicity in any of its policies or practices, including, but not limited to:



admissions, academic requirements, financial aid, employment, housing, athletics, or any other school-administered program or service.

5.4 Mediators will be members of CONTRACTOR'S diverse student body. CONTRACTOR is committed to training skillful, ethical lawyers. Mediation perfectly captures many of the skills we are trying to teach individuals in law school. Lawyers are problem solvers. The skills required to be a good mediator are ones that will serve a lawyer well regardless of the area of practice pursued.

5.5 Prior to enrollment in the Mediation Clinic, students first complete a semester of mediation training which qualifies them under the Dispute Resolution Programs Act to mediate in the Superior Court. This mediation classroom component focuses on training and teaching students about the role of conflict resolution and mediation in the legal field. Students receive 40 plus hours of training, engage in role playing and simulations, and learn about the different theories and approaches to mediation. Students in this course have an opportunity to function as both advocates and mediators, using a variety of techniques to resolve disputes.

5.6 CONTRACTOR is agreeable to putting on a seminar at no cost to the County for dispute resolution services when requested by the County with a 90 day notice.

5.7 CONTRACTOR understands that the Restorative Justice Clinic's records will be audited at least annually. The CONTRACTOR agrees to submit an annual financial audit to the County. CONTRACTOR will not pay for the audit using DRPA funds awarded under this proposal.

**EXHIBIT B**

**Payment Provisions**

<b>Description</b>	<b>Cost</b>
<b>Salaries:</b>	
Clinical Supervising Prof.	\$17,000.00
Clinical Assistants Salaries	\$51,000.00
Admin Assistant (.25FTE)	\$8,500.00
<b>Fringe Benefits</b>	<b>\$24,140.00</b>
Senior Personnel (35.5%)	\$3,017.50
Admin Asst. Benefits (35.5%)	\$21,250.00
Student Scholarships and Training	\$8,500.00
Travel	\$1,593.75
Office Space	\$5,100.00
Computers and Equipment	\$140,101.25
<b>Total Direct Costs</b>	<b>\$21,015.19</b>
<b>Overhead (15%)</b>	<b>\$161,116.44</b>
<b>TOTAL</b>	<b>\$161,116.44</b>

Proposed Service	Estimated (10) Ten cases per month	Estimated # of Sessions	Total Number of Units the Company can provide in one year	Total Cost	Cost for each unit of service
Mediation and Restorative Justice Resolution Services	10	15	180	\$ 161,116.44	\$ 895.00