

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



ITEM
3.21
(ID # 6276)

MEETING DATE:

Tuesday, February 6, 2018

FROM : PROBATION:

SUBJECT: PROBATION DEPARTMENT: Approval of Service Agreements between the Riverside County Probation Department and Jay Cee Dee Children Home Inc., d.b.a. Communities 4 Children, Kids In Konflikt, Operation Safe House, Inc. (Desert), Operation Safe House, Inc. (Western), Path of Life Church, Inc., StudentNest Foundation, and Carolyn E. Wylie Center for Children, Youth and Families for a one year period, awarding Juvenile Justice Crime Prevention Act (JJCPA) Funds; Districts All; [\$666,505 Total]; 100% JJCPA Funding

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Service Agreements, not to exceed the total aggregate amount of \$666,505, with the following seven community nonprofit organizations located in Riverside County and selected to provide programs for at-risk youths and supporting the Juvenile Justice Crime Prevention Act for a one year period:
 - a. Jay Cee Dee Children Home Inc., d.b.a. Communities 4 Children, not to exceed \$100,000;
 - b. Kids In Konflikt, not to exceed \$68,800;
 - c. Operation Safe House, Inc. (Desert), not to exceed \$100,000;
 - d. Operation Safe House, Inc. (Western), not to exceed \$100,000;
 - e. Path of Life Church, Inc., not to exceed \$100,000;
 - f. StudentNest Foundation, not to exceed \$98,000;
 - g. Carolyn E. Wylie Center for Children, Youth and Families, not to exceed \$99,705;

ACTION:


Mark A. Hake, Chief Probation Officer 1/25/2018

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Tavaglione, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: February 6, 2018
xc: Probation, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize the Chairman of the Board to sign the Service Agreements on behalf of the County; and
3. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding, to sign amendments that do not change the substantive terms of the agreement, as approved by County Counsel.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 222,168	\$ 444,337	\$666,505	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Juvenile Justice Crime Prevention Act 100%			Budget Adjustment:	No
			For Fiscal Year:	17/18 & 18/19

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth and young offenders.

In FY 2017-2018, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates among juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

In an effort to expand services to this demographic, the Riverside County Probation Department released a Request for Proposal for entities that deliver services to youth who have been released from a juvenile detention facility, under supervision of the Riverside County Probation Department, or at risk of becoming involved in juvenile delinquency. Entities were asked to propose services known to reduce crime and recidivism to the identified population. To widen service options, the Riverside County Probation Department did not restrict the type of services eligible to be proposed which resulted in eight responses and seven awards.

Impact on Residents and Businesses

Juvenile delinquency is a county-wide challenge that impacts the safety and well-being of Riverside County's citizens. Businesses suffer when juveniles steal from shop owners and blight neighborhoods with graffiti. In response to this challenge, the Riverside County Probation Department provides a collaborative and integrated multi-agency approach to early intervention services and programs which are effective in preventing and suppressing juvenile delinquency. The Request for Proposal and resulting seven awards are an expansion and in support of existing services.

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Additional Fiscal Information

In FY 2017-2018 the Riverside County JJCPA program received 6.03% of the statewide allocation. Allocations are determined as a percent-to-total of each county's total population based on the most recent estimates published by the California State Department of Finance. State vehicle licensing fees are used to fund JJCPA. Any unspent funds at the end of each fiscal year are rolled over into the JJCPA program budget for the next fiscal year and are funding the contracts to be approved. The aggregate amount of all contracts is \$666,505. No budget adjustment needed.

Contract History and Price Reasonableness

County Purchasing, on behalf of the Probation Department, released RFP PRARC-063, on March 16, 2017 that was sent to thirty-six vendors and was also available to the public via the Riverside County Public Purchase website. The County received eight bid responses for Juvenile Justice Crime Prevention Act Funds. The eight proposals received were reviewed by an evaluation team consisting of a Chief Deputy Probation Officer, a Probation Division Director, two Assistant Probation Division Directors, and a Supervising Probation Officer. Each RFP response was evaluated based on the criteria set forth in the RFP: Overall response to the RFP requirements, bidders experience and ability, proposed cost-budget, references, financials, clarifications, exceptions, and credentials, resumes, licenses, and certifications.

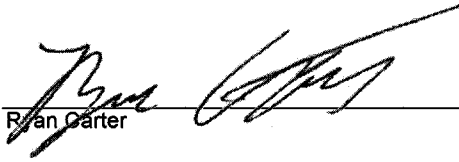
Based on the overall evaluation of the proposals submitted, it is the recommendation of the evaluation team to select Jay Cee Dee Children Home Inc., d.b.a. Communities 4 Children, Kids In Konflikt, Operation Safe House, Inc. (Desert), Operation Safe House, Inc. (Western), Path of Life Church, Inc., StudentNest Foundation, and Carolyn E. Wylie Center for Children, Youth and Families as the most responsive/responsible bidders to provide programs supporting the Juvenile Justice Crime Prevention Act for at-risk youth.

<u>Agency</u>	<u>Agreement</u>	<u>Amount</u>
Jay Cee Dee Children Home Inc., d.b.a. Communities 4 Children	PRARC-95261-007-06/18	\$100,000
Kids In Konflikt	PRARC-95261-008-06/18	\$68,800
Operation Safe House, Inc. (Desert)	PRARC-95261-002-06/18	\$100,000
Operation Safe House, Inc. (Western)	PRARC-95261-003-06/18	\$100,000
Path of Life Church, Inc.	PRARC-95261-006-06/18	\$100,000
StudentNest Foundation	PRARC-95261-005-06/18	\$98,000
Carolyn E. Wylie Center for Children, Youth and Families	PRARC-95261-004-06/18	<u>\$99,705</u>
	TOTAL:	\$666,505

Attachments:

Service Agreements for JJCPA Funded Program Services between County of Riverside and the seven entities listed above.

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Ryan Carter 1/29/2018


Teresa Summers, Director of Purchasing 1/26/2018


Gregory V. Priamos, Director County Counsel 1/29/2018

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

Kids In Konflikt



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This Agreement, made and entered into this 6th day of February, 2018, by and between Kids In Konflikt, (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, Budget, attached hereto and incorporated herein by reference.

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. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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 February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$68,800.00 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). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 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 92502-0833

- 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-95261-008-06/18 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 30 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. 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 materials, reports or products in any form, 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. The material, reports or products 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

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. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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 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 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

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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

Probation Department
3960 Orange Street, Ste. 600
Riverside, CA 92501

CONTRACTOR

Kids In Konflikt
P. O. Box 20683
Riverside, CA 92516

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.

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 and certified original 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 Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments 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).

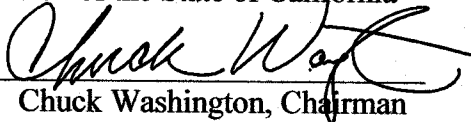
23.11 This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of 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.

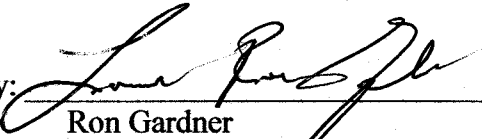
23.12 This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed 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

Kids In Konflikt

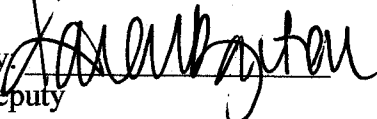
By: 
Chuck Washington, Chairman
Board of Supervisors

By: 
Ron Gardner
Chief Executive Officer

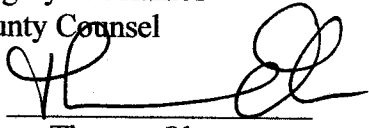
Dated: FEB 06 2018

Dated: 1-25-18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Thomas Oh,
Deputy County Counsel

Dated: 1/25/18

EXHIBIT A**SCOPE OF SERVICE**

1. Kids In Konflikt (CONTRACTOR) shall provide the following services as proposed in response to RFP#PRARC-063. The services shall be provided within the County of Riverside (See as set forth in Attachment I, Service Area Districts attached hereto).

2. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

3. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:

- a. Self-help groups
- b. Individual or group assistance with basic life skills
- c. Mentoring programs
- d. Academic and educational services including those which enable a recipient to earn a high school diploma
- e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
- f. Truancy prevention programs
- g. Literacy programs
- h. Capital expenditures in support of program delivery
- i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
- j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
- k. Individual or group assistance with referrals for any of the following
 1. Mental and physical health assessments
 2. Counseling services
 3. Education and vocational programs
 4. Employment opportunities
 5. Alcohol and drug treatment

6. Health, wellness, fitness and nutrition programs and services
7. Personal finance and consumer skills programs and services
8. Personal growth and development programs to reduce recidivism

EXHIBIT B**BUDGET**

1. CONTRACTOR's requested budget includes but is not limited to the following: staff salary, scholarships, materials, supplies, birthday celebrations, and graduation ceremonies.

2. List of Budget Items:

Item	Description	Cost
Facilitators	Two (2) facilitators providing instruction to participants on a weekly basis. Cost includes salaries, travel mileage, documentation for Probation Officers and/or Court. Availability to participants 24/7	\$41,600
Parent Project Facilitators	One (1) facilitator to provide instruction to parents and/or participants with children on a weekly basis. Costs include salary, materials, parent-project books, travel mileage.	\$9,600
Education Specialist	One (1) facilitator focusing on tutorial needs of participant. Services include tutorial, assistance with homework, communication with teachers, and documentation. Cost include the above noted, as well as staff salary with travel mileage expenses	\$8,400
Substance Abuse Mentors and Guest Speakers	Two (2) substance abuse mentors to provide weekly assistance for participants.	\$2,400
Supplies	Cost includes paper, photocopies, notebooks, drug testing kits, pens/pencils, markers, bus passes, K.I.K. polo shirts.	\$800
Celebration	Cost will include birthday and graduation celebrations, sobriety milestones, snacks, and incentives	\$1,000
Scholarships	Five (5) participants will be awarded scholarships to further their education/vocational careers.	\$5,000
	Total:	\$68,800

ATTACHMENT I

SERVICE AREA DISTRICTS

District 1

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

Jay Cee Dee Children Home Inc. d.b.a. C4C – Communities 4 Children



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This Agreement, made and entered into this 6th day of February, 2018, by and between Jay Cee Dee Children Home Inc. d.b.a. C4C – Communities 4 Children, a California nonprofit corporation (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 from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C, Budget, attached hereto and incorporated herein by reference.

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. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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 C. 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 February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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 C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$100,000 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 C, 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). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 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 92502-0833

- 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-95216-007-06/18; 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 30 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. 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 materials, reports or products in any form, 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. The material, reports or products 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

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. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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 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 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

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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

Probation Department
 3960 Orange Street, Ste. 600
 Riverside, CA 92501

CONTRACTOR

Jay Cee Dee Children Home, Inc.
 d.b.a. Communities 4 Children (C4C)
 459 E. Loma Alta Drive
 Altadena, CA 91001

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.

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 and certified original 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 Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments 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.

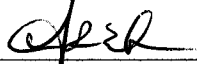
COUNTY OF RIVERSIDE, a political

subdivision of the State of California

By: 
Chuck Washington, Chairman
Board of Supervisors

Dated: FEB 06 2018

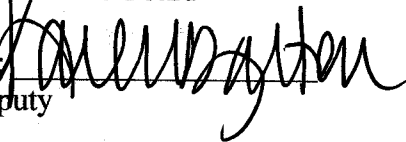
Jay Cee Dee Children Home, Inc.
d.b.a. Communities 4 Children (C4C),
a California nonprofit corporation

By: 
Johnie Drawn
Chairman, CEO

Dated: 1.20.18

ATTEST:

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

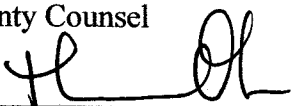
By: 
Thomas Oh,
Deputy County Counsel

EXHIBIT A**SCOPE OF SERVICE FROM RFP PRARC-063**

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:

- a. Self-help groups
- b. Individual or group assistance with basic life skills
- c. Mentoring programs
- d. Academic and educational services including those which enable a recipient to earn a high school diploma
- e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
- f. Truancy prevention programs
- g. Literacy programs
- h. Capital expenditures in support of program delivery
- i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
- j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
- k. Individual or group assistance with referrals for any of the following
 1. Mental and physical health assessments
 2. Counseling services
 3. Education and vocational programs
 4. Employment opportunities
 5. Alcohol and drug treatment
 6. Health, wellness, fitness and nutrition programs and services
 7. Personal finance and consumer skills programs and services
 8. Personal growth and development programs to reduce recidivism

EXHIBIT B**SCOPE OF SERVICE TO BE PERFORMED**

1. The Jay Cee Dee Children Home Inc. d.b.a. Communities 4 Children – (C4C), (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside. (See Attachment - I, Service Area Districts, attached hereto)
 - 1.1 CONTRACTOR shall employ wraparound services through a “Systems of Care” framework which will be developed through a team-planning and service process with a team of individuals who are relevant to the well-being of the youth and his/her family and who are dedicated to preventing the youth from entering the delinquency system. The team will consist of the youth his/her family members, the C4C case manager and mentor, school teacher(s), the probation officer, C4C juvenile justice consultants, and any other agency with a connection with the referred youth. The team shall work collaboratively to develop and implement an individualized service plan for each youth and his/her family. CONTRACTOR recognizes that preventing juvenile delinquency requires parental involvement and skills training which in turn will increase family protective factors while addressing the criminogenic needs that placed so many youth at risk of offending and entering the delinquency system. Accordingly, CONTRACTOR shall approach this task by integrating its services and programs in a “system of care” framework, formed by the Eight Principles of Evidence-based practices (see Exh. B, section 1.4).
 - 1.2 Systems of Care Framework: The CONTRACTOR’S systems of care framework will allow them to employ a coordinated network of community-based services and supports characterized by a wide array of services; an individualized service plan; and services provided in the home, school or community, full participation and partnerships with families and youth, coordination among Riverside County youth-and family-serving agencies (e.g. Probation, mental health child welfare). Further, CONTRACOR services, practices and delivery of services will be accompanied by the following guiding principles:
 - 1.2.1 Ensure availability of and access to a broad, flexible array of effective, evidence-informed, community-based services and supports for youth and their families that addresses their strengths and risk factors and educational needs as well as informal and natural supports systems.
 - 1.2.2 Provide individualized services in accordance with the unique potential and needs of each youth and family, guided by a strength-based, wraparound service planning process and an individualized service plan developed in true partnership with the youth and family.
 - 1.2.3 Deliver services and supports within the most normative environments: home, school, and community.
 - 1.2.4 Ensure that families, other caregivers, and youth are full partners in all aspects of the planning and delivery of their own services.
 - Ensure cross-system collaboration, with linkages between youth-serving agencies and programs across administrative and funding boundaries.
 - Provide care management, or similar mechanisms, to ensure that multiple services are delivered in a coordinated and strength-based manner; and that youth and their families can move through the system of services in accordance with their changing needs.
 - Provide developmentally appropriate services and supports that promote optimal social and emotional outcomes for youth and their families in their homes and community settings.

- Incorporate continuous accountability mechanisms to track, monitor, and manage the achievement of the program and outcome goals outlined in the scope of service.

1.2.5 At the heart of this systems of care for the referred youth shall be the following shared set of values which will inform and guide the planning and service team that include:

- Cross-systems collaboration,
- Individualized strengths-based care,
- Cultural competence,
- Youth and family involvement,
- Community-based services, and
- Program and outcome accountability.

1.2.6 CONTRACTOR'S quality assurance will measure and monitor their fidelity to the aforementioned guiding principles and values.

1.3 Cross-Systems Planning and Service Team: CONTRACTOR understands that youth who are at risk of out-of-home placement have multiple risk and needs across multiple domains and systems. Therefore, no one single program or system can adequately address the risk need of these high risk youth and families. For this reason, CONTRACTOR will use a cross-systems team approach to planning and implementing services for the referred youth. Based on the COUNTY's risk and needs assessment, and the assessment information collected from the parent, school officials and other agencies, the planning team will develop a services plan which dictate, prioritize and determine the following:

- Identification of youth and family strengthens and protective factors,
- Identification of targeted risk factors,
- Mentoring services,
- Types of intervention services,
- Educational/Vocational services and pathway, and
- Aftercare services.

1.4 Eight (8) Evidence Based Practices, Principles to Reduce Risk of Reoffending

1.4.1 Access actuarial risk/needs - Use assessments to guide case decisions by applying actuarial tools that describe the who (who will most likely respond to interventions), the what (the specific needs that must be addressed to reduce re-offense), and the how (matching the intervention with the traits of the individual).

1.4.2 Enhance intrinsic motivation – Get offenders treatment ready and keep them engaged (by using motivational interviewing, strength based approaches, and rewards and sanctions).

1.4.3 Target intervention: risk, need, responsivity, dosage, intensity – Apply a laser-like focus on factors that promote law abiding behavior (by addressing ones proven to be linked to future crime).

1.4.4 Skill train with directed practice – Match the offender traits with the right intervention (by paying attention to the offender's risk level, criminogenic needs, motivation, offender and intervention traits, and proper dosage/intensity).

1.4.5 Increase positive reinforcement – Use cognitive behavioral techniques for the medium and high-risk offenders who meet referral criteria. Train the corrections professional in reinforcing lesson plans in cognitive restructuring and skill curricula.

1.4.6 Engage ongoing support in natural communities – Strengthen the influence of the pro-social community in the offender's life and help stabilize the offender.

1.4.7 Measure relevant processes and practices – Ensure that those who give direct service are delivering service with techniques that are true to the model (by proper training of direct service staff, adherence to fidelity principles, and partnering with vendors).

1.4.8 Provide measurement feedback – Use data to guide actions (by evaluating programs and making mid-course adjustments).

2. **SERVICES** - The CONTRACTOR shall provide the services to include the following, but are not limited to:

A. **Self-help Groups** - CONTRACTOR has worked with and recognizes the role and importance that self-help groups (Alcoholics Anonymous, Narcotics Anonymous) in helping its members eliminate or control a behavior that is causing them concern, affecting their daily function, or otherwise harmful to themselves and their family. CONTRACTOR shall continue to work with these self-help groups as well as establish self-help groups that are more specific to the at-risk population referenced in the scope of service. CONTRACTOR will leverage the aforementioned self-help groups when appropriate and necessary. In addition, CONTRACTOR will work with Community Based Organization (CBO) partners in establishing self-help groups for at-risk youth and their parents. Consistent with past efforts, CONTRACTOR shall form a youth forum and peer support group for:

- Victims of crime,
- Victims of sexual abuse,
- School Study,
- Community Service, and
- Parent with Parents.

Further, consistent with the CONTRACTOR's service philosophy, parents and youth should have a voice and choice in determining what kind of self-help group would best serve their needs. Therefore, CONTRACTOR will survey and solicit the opinions of the participant parents and youth.

B. **Individual or Group Assistance with Basic Life Skills** – Life skills is an essential part of at-risk youth being able to meet the challenges of everyday life. It gives at-risk youth abilities for adaptive and positive behavior that enable them to deal effectively with the demands and challenges of everyday life. Without life skills training to counter the negative influences around them, at-risk youth become even more vulnerable to engaging in delinquent activities. CONTRACTOR's life skill training curriculum address risk factors while promoting protective factors that will help the at-risk youth referred to their program to:

- ✓ Find new ways of thinking and problem solving.
- ✓ Recognize the impact of their actions and teaches them to take responsibility for what they do rather than blame others.
- ✓ Build confidence both in spoken skills and for group collaboration and cooperation.
- ✓ Analyze options, make decisions and understand why they make certain choices outside the classroom.
- ✓ Develop a greater sense of self-awareness and appreciation for others.

CONTRACTOR's life skills training curriculum is developmentally appropriate, making allowance for younger middle school-age youth whose stage of adolescent developmental task is much different than older high school-aged youth. The program utilized takes a multidisciplinary approach to the life skills training, incorporating elements of adolescent development, social learning, with gender-specific principles for females and relapse prevention planning. Program approach builds on the proven effectiveness of life skills programs (Life Skills Training Blueprints for Violence Prevention) that has already been tested and has reduced delinquency.

CONTRACTOR's life skills program shall address both drug abuse and delinquency prevention; and will work with the COUNTY Deputy Probation Officers in the middle school and high school to identify youth at high risk of drug use or delinquency. Providing wraparound like services to the youth and their families referred to the program, with the understanding that effective life skills training must involve the youth's family and address the other interlocking risk factors: family factors and school being two of the factors. At a minimum parents will be taught and will be expected to reinforce all lessons the youth learn and practice those skills his/her home life. Parents will also be taught to reinforce practice and achievement of the skills taught through various forms of rewards, including verbal recognition. The importance of the parental involvement and reinforcement cannot be minimized; youths and parents learn together. Parents will be able to know what to expect from program training and will be able to provide feedback to the life skills instructor.

Life skills training curriculum includes 15-sessions and consists of three components:

- Personal Mastery: decision-making and problem-solving skills, and adaptive and anger management skills.
- Social Skills: communication skills: listening, verbal, written, teamwork, diversity, sensitivity and awareness.
- Education (reading, math, language arts) and Refusal Skill (avoidance of drug use and gang involvement). Providing booster training for youth who are involved in an incident or who need additional like skills training.

C. **Mentoring** – The mentoring program shall provide one-on-one mentoring and group/cluster mentoring for at-risk youth. The focus of the mentoring program will be to provide these youths with a positive adult who will model pro-social behavior, guide youth through challenging adolescent issues, including developmental ones, and assist the youth in making healthy choices. The mentoring program will also provide homework and tutoring assistance and job shadowing opportunities. Mentoring outcomes objectives will be to:

- ✓ Increase high school graduation rates
- ✓ Lower high school dropout rates
- ✓ Healthier relationships and lifestyle choices
- ✓ Better attitude about school
- ✓ Higher educational aspirations
- ✓ Enhanced self-esteem and self-confidence
- ✓ Improved behavior, both at home and at school
- ✓ Stronger relationships with parents, teachers, and peers
- ✓ Improved interpersonal skills

Program Mentoring Design – First, each program youth will be matched with a primary mentor who will make daily contact with the youth and schedule in-person visits and activities with the referred youth. The mentor will be made aware of CONTRACTOR's service plan goals for the youth and help to reinforce and even rehearse life skill lessons. In this way, CONTRACTOR's mentoring programs aligns with the youth's service plan and the overarching goal of reducing the likelihood of out-of-home-placement. Secondly, mentors will provide feedback to the youth's parents or caregiver and will request information and feedback from the parents. Where and when possible parents will be encouraged and allowed to participate in the mentoring activities. Third, all mentoring activities will be age and gender appropriate.

Recruitment, Selection, and Screening of Mentors - Adults 21-years of age or older will qualify to be mentors. CONTRACTOR shall make every effort to recruit mentors who are responsible adults, such as law enforcement officers or persons with local businesses or with community-based organizations and some college students who meet our screening and selection criteria. Per CONTRACTOR's policy; mentor applicants are required to submit the names of three character references (one of who is a work reference) and a criminal and child abuse background check as a condition to be a mentor. In addition, parent(s) shall have input and a say in the selection of their child's mentor.

Youth Orientation – Orientation shall be conducted for both the youth and his/her parent(s). Parent(s) will be included in initial orientation session and quarterly youth-mentor meeting where the mentor's achievements will be recognized and celebrated.

Parent Involvement – Parental involvement will be encouraged and expected. CONTRACTOR will provide youth, mentor and parent activities. Mentors will provide a plan for securing and maintaining parental involvement throughout the youth participation in the program.

Youth Matching Criteria - CONTRACTOR shall share with the COUNTY, as well as the parents, matching criteria. There is same sex mentoring and matching and where possible, matching gender, racial, and cultural backgrounds.

Mentor Training and Orientation – CONTRACTOR shall ensure that all mentors go through core training before being assigned a youth to mentor. The training program shall be consistent with policy and procedures, stages of adolescent development, reporting requirements (child abuse, youth/parent inappropriate behavior), confidentiality, non-sexual or romantic relationships (youth and parent), how to handle crisis situations (aggressive youth), and weekly reports.

Further, consistent with the requirements of a mentor outlined in the scope of service, training will also include:

- ✓ Role Expectation
- ✓ Program rules
- ✓ Mentor's goals and expectations for the mentor/mentee relationship
- ✓ Mentor's obligations and appropriate roles
- ✓ Relationship development and maintenance
- ✓ Ethical issues that may arise related to the mentoring relationship
- ✓ Effective closure of the mentoring relationship
- ✓ Sources of assistance available to support mentors
- ✓ Finding a specific role to play in a teen's life
- ✓ Effective listening
- ✓ Giving advice in certain areas of life
- ✓ Teaching or information-providing
- ✓ Reframing techniques
- ✓ Youth and family engagement strategies
- ✓ Activities that facilitate relationship building
- ✓ Support for mentors

Supervision of Mentors – Program mentors shall be supervised by well experienced staff supervisors who have experience in both being a mentor and supervising adult mentors. The supervisors will be a critical part of the first line quality assurance system. The role and responsibility of the supervisor will include but not be limited to:

- ✓ Training and development
- ✓ Weekly case review and consultation
- ✓ Soliciting monthly feedback from parents and youth
- ✓ Booster training
- ✓ Quarterly evaluation of mentors

Quality Assurance: CONTRACTOR will have monthly quality assurance monitoring to ensure that mentoring adheres to the program design and policy. Additionally, program youth and their parents will be surveyed monthly for evaluation purposes.

D. Academic and Educational Services – CONTRACTOR shall provide academic and educational services that will be tailored to meet the individual need of the youth referred to the program. Educational services shall be provided in English and Spanish and include:

General Education Services:

- ✓ Math
- ✓ Science
- ✓ Reading
- ✓ Language Arts
- ✓ Social Studies

GED Prep:

- ✓ General Educational Development Test

Study Skills Strategies:

- ✓ Time Management
- ✓ Learning Strategies
- ✓ Preparing for Exams
- ✓ Test Anxiety
- ✓ Taking Exams

Tutoring and Homework Assistance: CONTRACTOR shall provide face-to-face tutoring at student-to-tutor ratios of 1:1 and 5:1. Recognizing that the at-risk youth have serious skills deficits in the domains of reading, writing and math, which contribute to their poor school performance and grade failure. Intervention shall be a skills-based approach, focusing on raising the youth's basic skills levels in reading, writing, and math, the foundational skills for higher learning grade advancement. Building the basic skills of the referred youth will allow them to improve school performance: in-class assignments, homework, quizzes, and tests. Consequently, these program youth will be more capable and confident of sustaining their interest in learning and attachment to school well after completing program services. CONTRACTOR shall also provide homework assistance to youth. Homework assistance for the expressed purpose to improve student retention and success in school by providing help with homework and assignments to students who need it. The overarching aim of homework assistance is to:

- ✓ Provide help with homework and assignments to all students who need it.
- ✓ Increase students' motivation with regard to school and their ability to take responsibility for their academic progress.
- ✓ Help students acquire working methods and develop their ability to work autonomously (new program aim).
- ✓ Increase involvement of parents and the community in student retention by providing them with additional support.

Study Skills Strategies: As part of educational package, CONTRACTOR shall offer study skills strategies and techniques for learning strategies and approaches which can be applied to classroom learning, test, quizzes, and homework assignments. These strategies, supported by the academic research literature, are critical to success in school, considered essential for acquiring a good grade, and useful for college and vocational schools. Students who attain good grades and succeed in school have "good" study strategies. Offering this to program youth, combined with homework assistance and tutoring will improve their school grades and reattach them to the learning process, making it less likely that they will dropout or become truant.

E. Job Training Skills and Employment - The lack of job readiness, training, and employment opportunities are a major issue for at-risk youth, making it more unlikely that they will attain employment and/or consigning them to a life time of minimum wage jobs. Accordingly, low-income at-risk teens often make poor decisions and in turn are drawn into criminal activity (e.g.; selling drugs or committing act of robbery). These choices not only compromise their futures, but also result in lowering the quality of life of their neighborhoods and increasing the level of crime where they reside. Delinquency prevention research advocates job training and employment for youth struggling educationally and without job skills. CONTRACTOR concurs with the research and shall offer a robust job readiness, training, and employment opportunity for two target at-risk populations: 1) older at-risk teens who are in jeopardy of dropping out of school or who are credit deficient and unlikely to graduate, and 2) younger teens who qualify for summer employment.

Employment program shall: (1) enable at-risk youth to obtain the education and employment skills necessary to achieve financial self-sufficiency in occupations in demand and post-secondary education and training opportunities; (2) provide at-risk youth with opportunities for meaningful work and service to communities; and (3) foster the development of employment and leadership skills and commitment to community development among youth in low-income communities. While in the program, youth shall participate in a range of education and job readiness and training activities listed below. These activities include:

- ✓ Instruction
- ✓ Skill building (soft and technical)
- ✓ Remedial education
- ✓ Mentoring

In addition to construction activities, programs shall support career pathway training targeted toward other high-demand occupations. The CONTRACTOR has agreements with work source centers as well as CleanEdison to provide job training. The CONTRACTOR shall utilize this training resource in the job readiness/training service component.

Job Readiness and Training Activities: Work experience and skills training, coordinated, to the maximum extent feasible, with pre-apprenticeship and registration apprenticeship programs as well as entry level employment opportunities.

- ✓ Occupational skills training.
- ✓ Other paid and unpaid work experiences, including internships and job shadowing.

Services and activities designed to meet the educational needs of participants, including: (1) basic skills instruction and remedial education, (2) language instruction educational programs for individuals with limited English proficiency, (3) secondary education services and activities designed to lead to the attainment of a high school diploma or its equivalent, (4) counseling and assistance in obtaining postsecondary education required, and (5) counseling and assistance in obtaining postsecondary education and required financial aid.

CONTRACTOR shall provide the following, but not be limited to the services listed:

- ✓ Counseling services and related activities, such as comprehensive guidance and counseling on drug and alcohol abuse and referral.
- ✓ Activities designed to develop employment and leadership skills, including community service and peer-centered activities encouraging responsibility and other positive social behaviors, including responsible decision-making.
- ✓ Supportive services and provisions after the completion of training, in obtaining or retaining employment, or applying for and transitioning to postsecondary education.
- ✓ Adult mentoring.
- ✓ Ongoing training, educational and technical assistance that are related to developing and carrying job duties.

F. Truancy Prevention Program – Truancy is simply one aspect of the constellation of problem behaviors of at-risk youth. The CONTRACTOR takes a systemic and holistic approach to preventing truancy. Preventing truancy requires a cross-system integrated effort. Thus, CONTRACTOR shall reach out and collaborate with probation, child and family services, schools, mental health, law enforcement (including District Attorney’s Office) and CBO partners. The CONTRACTOR’s approach, outlined below, has been proven effective in reducing truancy and chronic absence among at-risk and probation youth. Truancy prevention approach and plan shall include the following:

Assessment of Truant Youth – CONTRACTOR shall conduct a truancy assessment of youth referred to determine risk (associating with substance abuse, gang involved youth and/or youth who are chronically absent); barriers (e.g., transportation, babysitting, family duties); strengths (sports, maturity); protective factors (supportive neighbor or teacher).

Engaging the School and Other Systems – Truant youth and their families are often involved with other systems (mental health, public social services, probation, and child welfare). Therefore, CONTRACTOR shall engage these systems in order to forge a coordinated, integrated approach in addressing truancy, and to

avoid duplicating services or placing conflicting demands on the family. CONTRACTOR shall make every effort to get all the major stakeholders together and to develop a cross-system service plan.

Engaging and Motivating the Youth and Family – Functional Family Therapy (FFT) research on motivation as a precursor to behavior change is instructive and informs CONTRACTOR’s approach to servicing truant youth. FFT research clearly asserts that creating a motivation context for change is fundamental for subsequent behavior change which involves:

- ✓ establishing a balance alliance with individual family members,
- ✓ reducing family negativity and blame,
- ✓ making the family hopeful that change is possible, i.e., youth can be reattached to school, and
- ✓ creating a family focus, rather than an individual focus (“We are all responsible for the problem”).

CONTRACTOR shall prioritize the family as the key intervention unit in addressing the youth’s truancy.

Cross-System Service Plan – Collaborating with the referring agency, the school, and other stakeholders, CONTRACTOR shall develop a plan to address the issue of truancy, based on the aforementioned assessment. The plan shall include wraparound services for the family and partner CBO’s in order to address the systemic causal factors driving the youth’s truancy.

Tutoring and Homework Assistance – Experience suggests that truant youth are far behind in their school work and have a serious skill deficit which further discourages them from attending class. Given this, CONTRACTOR shall provide both homework assistance and tutoring for these youth. CONTRACTOR’s tutoring service shall be a skills-based intervention which addresses the skills gaps in reading, math, and language arts. Additionally, CONTRACTOR shall provide the youth with learning and study strategies (e.g., identifying main points in a text book, summarizing information, generating study questions, previewing a book or study aids, mapping reading material, preparing for an exam and taking an exam).

Mentors – Each youth shall be assigned a mentor who shall provide support and serve as a resource for the youth. Experience has taught CONTRACTOR that truant youth are often reluctant to share with their parents the “real” reason for their truancy, but will share their concerns with someone outside the family who they can trust.

Incentives and Rewards – CONTRACTOR shall work with the family and involved agencies in providing attendance incentives for the youth. It is important that the family drive this process. The purpose is for the youth to sense that his/her achievement is for the family; and, likewise, the family to celebrate the youth’s achievement, no matter how small. This intervention strategy evolves around the concept and practice for “Shaping”. That is, to say, it is an intervention strategy in which reinforcement is given for progressively closer appreciation of the youth’s desired target goal. Shaping shall allow the parent to build toward his/her son/daughter’s desired attendance goal in steps and reward smaller attendance achievements that comes progressively close to the final attendance goal. This technique can also be generalized to other behavior which the parent may want to change.

Consultation – Programs offered by the CONTRACTOR shall provide parents and caregivers 24/7 consultation with juvenile justice consultants to handle crises which invariably occur in the evening and at

night and on weekends and holidays. CONTRACTOR's consultants have an oversight of various evidence-based programs (MST, FFT, ART, and DBT), have managed JJCPA programs, and have worked extensively with School Attendance Review Boards and truancy prevention initiatives. The role of the consultants shall be to assess the situation and provide parent with effective steps to alleviate the crisis. It should be noted that since CONTRACTOR's consultants shall be providing weekly case consultation, they shall be familiar with each case, allowing them to make informed decisions which align with the youth's service plan.

G. Literacy Programs – Being able to read and write is essential. Written words are gateways to knowledge and opportunity that are only accessible to those with the ability to decipher them. Despite the known benefits of literacy, many at-risk youth fall well below the literacy standard for their age and grade level, placing them at risk of school failure or dropout. Without a strong foundation of literacy skills, these youth are more likely to struggle throughout their education. Numerous barriers prevent at-risk youth from developing the literacy skills they need to thrive. CONTRACTOR's program shall address these barriers on an individual basis. CONTRACTOR shall offer a balanced literacy program for youth, using both whole language and phonics. The components of 'balanced literacy' approach are as follows: read aloud, guided reading, shared reading, interactive writing, shared writing, reading workshop, writing workshop, and word study.

CONTRACTOR recognizes that youth in general need a variety of different opportunities to learn; therefore, their workshop shall provide youth with the time to read, with a mentor who is a passionately engaged reader, with opportunities to talk and sometimes write about reading, and with explicit instruction in the skills and strategies of proficient reading. All of this is incredibly important, but alone, is not sufficient. Youth also need the opportunities to learn from other components of balanced literacy. They need, above all, to write. Youth also need to study the conventions of written language, including writing with paragraphing, punctuation, and syntactical complexity. Workshops and individual one-on-one sessions shall be available to youth and include the following:

READING/VIEWING

- ✓ Read aloud/Modelled reading (tutor demonstrates proficient reading)
- ✓ Shared reading (tutor models reading strategies)
- ✓ Guided reading (tutor reinforces skill)
- ✓ Independent reading (youth chooses text)
- ✓ Word study and vocabulary
- ✓ Small group instruction (guided reading, strategy lessons, and interventions)
- ✓ Reading Workshop

WRITING/REPRESENTING

- ✓ Write aloud/Modelled writing
- ✓ Shared writing
- ✓ Guided writing
- ✓ Independent writing
- ✓ Writing workshop

H. Capital Expenditures in Support of Program Delivery – CONTRACTOR's expenditures shall include: office furniture, computers, and software upgrades.

I. Partnerships – CONTRACTOR has established long-term partnerships with a number of agencies which shall be part of the vast network of collaborating partners. Leveraging these partnerships shall provide a number of service possibilities for youth referred to their program. CONTRACTOR’s partnerships shall use their network of partnerships to expand wraparound services and to fill the gaps in services that currently exist in servicing the population referred within this contract.

List of Partnerships:

- ✓ Inland Empire Regional Food bank – Feeding America.
- ✓ The Community Foundation – Assisting youth in their search for scholarships.
- ✓ The Blu Foundation – Assisting youth in their search for scholarships.
- ✓ Acts Thrift Store – Provides clothing and household items via voucher to referred clients.
- ✓ Sword Tax Services – Provides no cost tax preparation to referred clients.
- ✓ Keepers Security – Provides security guard training and employment staffing service.
- ✓ Community Center for Spiritual Living – The Riverside Community Center for Spiritual Living (RCCSL) provides spiritual and practical tools that support a positive and transformative life experience. A transformative life experience in which you recognize and appreciate that your life matters and you do make a difference in the world. RCCSL offers you a place to rest, refresh, and renew your connection with “something greater than yourself,” that you are a part of.
- ✓ Omega Psi Phi Fraternity Inc. – Provide mentors and hosts annual Collaborative Youth Leadership Conferences throughout California.
- ✓ University of Southern California – Provides graduate school and professional mentors since 2000.
- ✓ Los Angeles Southwest College – Provide mentors and volunteers since 1999.
- ✓ UC Riverside – Provides graduate school and professional mentors since 2008.
- ✓ Cal State Northridge – Provide graduate school and professional mentors since 1997.
- ✓ Inland Valley Uplift Foundation – Provides S.T.E.M (science, technology, engineering, and math) educational empowerment and on the job training referrals for work experience.
- ✓ Zeta Tau Chapter – Educational activities, recreational, socio-economic training.
- ✓ All Our Children International Outreach – A grassroots, 501(c) 3 approved non-profit organization founding in 2007. Our purpose is to create permanent change in the lives of children. Education is the key to breaking the cycle that continues to perpetuate itself from one generation to another. Self-sufficiency and sustainability are what we are striving for in countries we assist.
- ✓ Assistance League of Pomona Valley – Believes that providing compassionate and caring services to individual in communities across the nation is the standard and primary measure of our organization. We believe we exist for the sole purpose of providing philanthropic services to meet the challenges posed by a diverse array of compelling individual and community needs.
- ✓ Council of African American Parents Program – A college preparatory schema based solely in academics, test preparation, study skills, cultural enrichment, self-awareness and confidence building from 6th through 12th grade. In its 20-year history over 2,000 students have come through the Counsel of African American Parents/Peer Assisted Learning Strategies (CAAP/PALS) program and have gone on to Medical, Law and impressive Graduate programs across the country and abroad. The recent addition of the Elementary

Program allows them to now serve student scholars 4th grad and up. CAAP is a non-profit organization. Their mission is to enhance the educational opportunities of students through academics, social activities and cultural awareness.

- ✓ Valley Housing Partners – Housing the homeless, one family at a time.
- ✓ David & Margaret Family Services – David & Margaret Youth and Family Services is a comprehensive social services agency. Our mission is to help needy children, youth, and families through a broad range of programs and services.
- ✓ East Valley Community Health Center, Inc. – Thanks to their work, people are healthier; thus, our communities are healthier. Parents can go to work, children don't miss school, and they provide jobs to hundreds of healthcare worker. Services at East Valley include primary medical care, mental health, oral health, pharmacy, health education, nutrition, care coordination, healthcare enrollment; all services delivered at each of our clinic sites.
- ✓ Healthy Families International – Nutrition is the “blind spot” of parenting today, and sadly our children are paying the price. There's a tremendous need to educate families and children on the importance of proper nutrition. Realizing this need, a group of concerned moms have formed Healthy Families International, a not-for-profit organization with a mission to impact families with healthy lifestyle education.
- ✓ Joshua Home an LGBTQ+ Safe Haven – The mission of Joshua Home is to End LGBTQ+ youth homelessness by creating Permanent Gender Inclusive Housing solutions, supportive services and programs beginning in the Inland Empire of Southern California.
- ✓ Shoes That Fit – Founded in 1992, Shoes That Fit began by helping children at one elementary school in Pomona, CA. To date, they've provided brand new shoes and other necessities to over 1.7 million children throughout the United States. They're vision is that, one day; every child in America who needs new shoes gets new shoes, allowing all children the opportunity to reach their highest potential.

J. Any Service that Reduces Juvenile Delinquency –

System Navigators: CONTRACTOR is aware of the challenges multi-system youth and their families face in navigating different service systems. Accordingly, CONTRACTOR shall provide system navigators who will help connect youth and families to mental health services, transportation, resources, and referral services to individuals and families throughout Riverside County. CONTRACTOR shall provide support and guidance in connecting with mainstream resources such as mental health care, physical health care, Medi-Cal, food stamps, housing services and more.

Parent Consultation Service: Consultation with the parents of the program participants by our juvenile justice consultants is a cornerstone of our program. Without ongoing consultation, our experience indicates that difficult to manage adolescent problem behaviors (particularly extreme negative behavior) quickly shape parents to behave in reactive and potentially nontherapeutic ways. Research on family interactional processes with antisocial youth has demonstrated that such angry parent reaction can function to set off a chain of events and processes in which the provability of continued misbehavior on the part of the youth actually increases over time. Moreover, parents who respond in-kind to adolescent negativity may lose the chance to teach or have other positive socializing interactions with their child.

C4C's parent workshop will be the starting point for parents learning therapeutic and positive parenting skills to deal with the anti-social behavior of their child. However, the parent workshop alone will not

maintain the parent motivation or competence to perform the skills taught, nor will be sufficient to address the range of intervention strategies necessary to effectively handle the complex behavioral problems of their child. Thus, a central feature of our program will be the frequent contact with and support of program parents.

CONTRACTOR's juvenile justice consultants will provide weekly (daily when necessary) consultation to program parents. The weekly consultation service will focus on:

- ✓ Development and review of their child's daily behavior
- ✓ Feedback from program parents on their strengths and on areas needing improvement
- ✓ Feedback from program parents on how our program can increase the effectiveness of the support it provides
- ✓ Design interventions in times of family crisis involving the program youth

Parents will have 24/7 access to juvenile consultants. CONTRACTOR's consultant will coordinate with case managers and will be involved weekly in conducting case consultation with staff.

Restorative Justice: CONTRACTOR is well conversant with the restorative justice philosophy, concepts, and practice. Working with the COUNTY Deputy Probation Officers and selected schools – middle and high school, Riverside County, CONTRACTOR will employ a restorative justice practice and framework for responding to youth engaging in antisocial behavior on campus or behavior in the community which carries over into the school. C4C firmly believes in intervening at the earliest point possible, preventing an escalation of the youth's delinquency. Consistent with the principles of restorative justice, CONTRACTOR will emphasize the harm done not only to the community, but also more specifically to a youth's family, school, and peers. CONTRACTOR will also work with the school and family to find relevant family, school, and community service projects as a way of the youth repairing harm. A goal of the restorative justice practice will be to have the youth refrain from committing not only because it breaks the law but also because the harm it will do to his/her family (especially parents) and loved ones.

Parenting Workshop: CONTRACTOR shall provide parent support workshops that will be designed to strengthen parenting practices and skills, thereby increasing the ability of the parent/guardian to monitor the behavior and activities of the referral participant. These workshops will support and augment Riverside Probation Department's Community Diversion Team, Youth Accountability Team, and Gang Intervention for Teens (GIFT) programs. The parent workshops will also facilitate positive family interactions that assist families to manage multiple aspects of the youth's environment such as: home, school, peer associations, dating, and community. The workshops shall include but not be limited to the following areas:

- ✓ Positive family bonding and positive family communication
- ✓ Family management
- ✓ Supervision strategies that ensure participant accountability
- ✓ Monitoring techniques that promote high behavioral and school standards and expectations
- ✓ Parent role modeling that demonstrates positive responsible behavior
- ✓ Techniques (shaping behavior, contingent management, 4:1 ratio of praise to criticism – Evidence-based Practice (EBP) principle
- ✓ Facilitating the youth's participation in prosocial activities
- ✓ Increasing parental contact with their child's peers and parents of peers
- ✓ Monitoring school attendance, behavior and homework

Riverside County Probation Department:

Community Diversion Team: Diverting youth who show pre-delinquent behavior is a key strategy for reducing juvenile crime in Riverside County. Therefore, CONTRACTOR shall work with and allocate JJCPA resources as well as its own in working with the Probation Department Community Diversion Team (CDT) in its selected four (4) school sites. CONTRACTOR shall provide services such as mentoring, organized recreation and afterschool services to the referred youth as well as her/his family. Using JJCPA resources will furnish the CDT with increased services toward the goal of diverting these youth from the delinquency system, thereby reducing juvenile crime in Riverside County.

Gang Intervention For Teens (GIFT): CONTRACTOR recognizes the critical importance of providing intervention services to gang-involved youth. Research indicates that gang-involved youth are repeat violent offenders and account for a disproportionate amount of juvenile crime. CONTRACTOR shall work closely with the eight (8) regional gang task forces and shall make available full array of services for referred youth and family, including life skills training and parent workshop and mentoring services. Critically, CONTRACTOR shall employ family consultation juvenile justice consultants to work with the parents. Parents will have 24/7 access to these consultants. The consultants shall advise the parents on how to handle crisis situations or when they are experiencing non-compliance behavior from their child or behavior-drug use, gang activity that may lead to a delinquent act.

Youth Accountability Team: The Probation Department's Youth Accountability Team (YAT) is another critical program toward achieving the outcome and goals listed under Exhibit A - Scope of Service from RFP PRARC-063. CONTRACTOR shall make available 24/7 consultation from juvenile consultants to referrals from this program. Experience working with parents of at-risk youth suggests that they are frustrated and are looking for help in redirecting their son or daughter. The CONTRACTOR's consultation service will be vital to these parents and to YAT. Also, the parenting workshop will offer parents proven skills and strategies for holding their child accountable – home, school, peers, and community – while promoting healthy adolescence development.

K. Individual or Group Assistance with Referral from (other COUNTY agencies such as behavioral health...)

CONTRACTOR shall employ a “No Wrong Door” and a “Warm Hand-Off” policy and practice handling all referrals for services outside of the scope of C4C's services and programs. The “No Wrong Door” policy and practice will enable referrals for the services listed under Exhibit A Scope of Service RFP PRARC-063, Section 2K to connect individual or group referrals seeking assistance with the appropriate service(s) streamlined, effective and seamless. The “Warm Hand-Off” approach to information and referral simply means “*good customer service*”; i.e., going that extra mile, when necessary, to ensure that youth and families get connected to a service provider who can provide what they want and need. C4C believes that when these two approaches are combined, the information and referral processes become consistently more family-focused, collaborative, and successful to the benefit of the referred youth and families. Toward this aim, CONTRACTOR shall:

- ✓ Establish a network with community-based service providers as well as County and City service agencies prior to the start of the program.
- ✓ Conduct a training session with their staff in order to promote the use of the above mentioned approaches across identified service functions which include basic needs, education,

employment, health justice, prenatal to 12 supports and resources, safety and protection, social and recreation, and transportation.

- ✓ Ensure that their staff follow-up on all referrals to outside agencies the same day or no later than 24 hours after making contact with the youth or family.

Educational and Housing Services: CONTRACTOR has an expansive network of service providers and services that meet and address many of the areas listed within the scope of service. Most notably the network providers provide both academic tutoring and interventions as well as post-secondary scholarships. Many of the youth who will be referred are from low income families. CONTRACTOR shall use their system navigators to direct them to service providers who can assist with financial aid and scholarships for college or vocational school. CONTRACTOR also can provide housing and clothing services for homeless youth and LGBTQ youth. These are underserved at-risk populations who are even at greater risk because of the lack of services.

Employment Opportunities: CONTRACTOR has job training and placement opportunities for youth referred to their program. CONTRACTOR shall place a high priority on vocational training and job placement for those older youth referrals that are credit deficient, and unlikely to graduate.

Health, Wellness, and Recreation: Wellness in all its dimensions – physical and mental, is a hidden risk factor for many of the at-risk youth and their families. Nutrition plays a large part in the physical and mental health of these youth. CONTRACTOR recognizes that wellness can and will be a great benefit to the youth and families of low-income at-risk youth and their families. Youth and their families referred shall have access to CONTRACTOR'S health, wellness and recreation services (adult supervised).

EXHIBIT C

BUDGET

1. Cost Proposal: CONTRACTOR is receiving \$100,000 from JJCPA funding for provision of services.

Description	Amount	Percentage of Grand Total
Salaries Subtotal	\$70,400	65%
Benefits Subtotal	\$N/A	0%
Program/Operational Total	\$24,190	20%
Administrative/Overhead Cost Total	\$5,410	15%
Grand Total	\$100,000.00	100%

ATTACHMENT – I**SERVICE AREA DISTRICTS****District 1**

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

SERVICE AGREEMENT

for

JJCPA FUNDED PROGRAM SERVICES

between

COUNTY OF RIVERSIDE

and

Path of Life Church, Inc.

(Path of Life Neighborhood College Program)



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This Agreement, made and entered into this 6th day of February, 2018, by and between Path of Life Church, Inc., a California nonprofit corporation, (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 from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C, Budget, attached hereto and incorporated herein by reference.

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. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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 C. 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 February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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 C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$100,000 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 C, 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). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 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 92502-0833

- 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-95261-006-06/18; 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 30 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. 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 materials, reports or products in any form, 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. The material, reports or products 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

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. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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 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 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

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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
Probation Department
3960 Orange Street, Ste. 600
Riverside, CA 92501

CONTRACTOR
Path of Life Church, Inc.
(Path of Life Neighborhood College Program)
P.O. Box 854
Riverside, CA 92502

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.

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 and certified original 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 Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments 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.

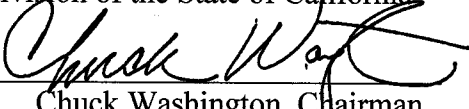
23.10 CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

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

By: 
Chuck Washington, Chairman
Board of Supervisors

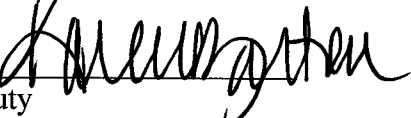
Dated: FEB 06 2018

Path of Life Church, Inc.,
a California nonprofit corporation

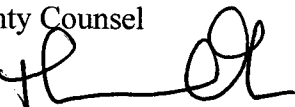
By: 
Olivia Ybarra
Authorized Corporate Officer, Treasurer

Dated: 1/24/18

ATTEST:
Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Thomas Oh,
Deputy County Counsel

Dated: 1/24/18

EXHIBIT A**SCOPE OF SERVICE FROM RFP PRARC-063**

1. The Juvenile Justice Crime Prevention Act (JJCPA) was created by the Crime Prevention Act of 2000 to provide a stable funding source for local juvenile justice programs anticipated to reduce crime and delinquency among at-risk youth.

In FY 2012-2013, \$107.1 million in JJCPA funding supported 149 programs in 56 participating counties. Programs that resulted in lower crime rates amount juveniles include intensive family interventions, after-school programs for at-risk teens, gang and truancy prevention, job training and diversion programs. State law compels that counties provide programs that have been demonstrated to be effective in reducing delinquency.

2. Eligible providers must either be a nongovernmental entity or a coalition of nongovernmental entities that deliver services to youth who have been released from a juvenile detention facility or who are under the supervision of the County of Riverside Probation Department, or any other youth at risk of becoming involved in juvenile delinquency. Eligible providers must have a demonstrated history for the immediate five years prior to an application for funding of providing services known to reduce crime and recidivism to the identified population of adults and/or juveniles. The services include but are not limited to:

- a. Self-help groups
- b. Individual or group assistance with basic life skills
- c. Mentoring programs
- d. Academic and educational services including those which enable a recipient to earn a high school diploma
- e. Job training skills and employment (including entrepreneurship and apprentice opportunities)
- f. Truancy prevention programs
- g. Literacy programs
- h. Capital expenditures in support of program delivery
- i. Partnerships that provide youth with wrap around services including but not limited to aftercare following treatment, cognitive behavioral training, job coaching, sports programs and transportation
- j. Any service that reduces juvenile delinquency and crime reduction efforts as identified by the Riverside County Board of Supervisors and the Juvenile Justice Coordinating Council including:
- k. Individual or group assistance with referrals for any of the following
 1. Mental and physical health assessments
 2. Counseling services
 3. Education and vocational programs
 4. Employment opportunities
 5. Alcohol and drug treatment
 6. Health, wellness, fitness and nutrition programs and services
 7. Personal finance and consumer skills programs and services
 8. Personal growth and development programs to reduce recidivism

EXHIBIT B**SCOPE OF SERVICE TO BE PERFORMED**

1. The Path of Life Church, Inc. (CONTRACTOR) shall provide the following services as proposed in response to RFP# PRARC-063. The services shall be provided within the County of Riverside. (See Attachment I, Service Area Districts, attached hereto)
2. The Neighborhood College Program is designed for youth's ages 14 – 24 years that have had a juvenile offense and are on probation or considered at-risk. The goal is to empower participants using a seven component model to reverse negative thinking, reduce destructive behaviors and provide hope and intention for a positive future. CONTRACTOR shall provide the services to include the following, but are not limited to:
 - a) Self-help groups: N/A
 - b) Life Skills: life skills classes, including character and basic skills development are offered three times per week.
 - c) Mentoring: Shall include individual and peer group meetings which are to be conducted weekly and are required for all participants, consistent engagement is crucial to the success of the participant and attainment of performance outcomes.
 - d) Education: Educational placement and/or return to school are one of the measured outcomes. Provide academic planning and referrals including GED instruction course for those youth ages above age 17-1/2 with less than 100 credits.
 - e) Job Skills: job readiness and placement services are provided, including nationally recognized credentials to assist in placement for those with little or no work experience.
 - f) Truancy Prevention: School retention shall be tracked every two weeks, consistent and effective communication established with Riverside Unified School District (RUSD) and alternative education collaborative to ensure academic progress.
 - g) Literacy Program: Individual and group remediation services shall be offered twice per week, including initiatives such as Homework Happy. Homework Happy is an academic progress tracking method used for participants in the younger age category of 14 through age 17. Documenting homework completed each week and providing incentive for completion of homework assignments such as goodie bags, game pass or other recreational activity.
 - h) Capital Expenditures: N/A
 - i) Partners: Shall provide nine months of after care services; included job placement, retention updates, referrals for additional resources for continuing education, references and in court advocacy.
 - j) Services: Leadership Development workshops utilizing "Youth Engaged in Leadership Curriculum", community service, victim awareness and restorative justice projects completed quarterly.
 - k) Group/Individual Referrals: Referral system to provide resources for mental health services, medical treatment, and residential placement.

EXHIBIT C
BUDGET

1. Cost Proposal: CONTRACTOR is receiving \$82,000 from JJCPA funding for provision of services.

Description	Amount	Percentage of Grand Total
Program Cost include but not limited to the following: GED Testing, Books, Materials, Bus Passes, Incentives/Rewards, and Internship Stipends.	\$82,000	100%
Grand Total	\$82,000	100%

ATTACHMENT I

SERVICE AREA DISTRICTS

District 1

The First District includes about 450,000 residents and encompasses the cities of Wildomar, Lake Elsinore, Canyon Lake and most of the City of Riverside. The district also covers the unincorporated communities of Gavilan Hills, Good Hope, Lake Hills, Lake Mathews, Mead Valley, Meadowbrook, Temescal Valley, Woodcrest, Tenaja, DeLuz, LaCresta, Warm Springs, Lakeland Village, and Spring Hills.

District 2

The Second District includes cities of Corona, Eastvale, Jurupa Valley, Norco; approximately 1/3 of the City of Riverside, including the Magnolia Center and Municipal Airport areas, and Casa Blanca. Unincorporated communities within the 2nd Supervisorial District include Highgrove, El Cerrito, and Coronita.

District 3

The Third District includes the cities of Hemet, Murrieta, San Jacinto, and Temecula. The district also includes the unincorporated communities of Aguanga, Anza, Cottonwood Canyon, French Valley, Gilman Hot Springs, Green Acres, Homeland, Idyllwild, Lake Riverside, Mountain Center, Murrieta Hot Springs, Pine Cove, Pinyon Pines, Poppet Flats, Rancho California, Soboba Hot Springs, Twin Pines, Valle Vista, and Winchester.

District 4

The Fourth District includes the cities of Blythe, Cathedral City, Coachella, Desert Hot Springs, Indian Wells, Indio, La Quinta, Palm Desert, Palm Springs, and Rancho Mirage. Major unincorporated areas and communities in this district include Bermuda Dunes, Chiriaco Summit, Colorado River Communities, Desert Center, Lake Tamarisk, Eagle Mountain, Desert Edge, Indio Hills, Mecca, Mesa Verde, North Shore, Oasis, Ripley, Sky Valley, Thermal, Thousand Palms, and Vista Santa Rosa.

District 5

The Fifth District includes: the cities of Moreno Valley, Perris, Calimesa, Beaumont, Banning, and Desert Hot Springs. Unincorporated areas include Banning Bench, Cabazon, Cherry Valley, Desert Hills, Desert Hot Springs, El Nido area, Juniper Flats, Lake Perris, Lakeview, Lakeview Mountains, Mission Lakes, Mission Springs, Morongo Badlands, Nuevo, North Palm Springs, Painted Hills, Quail Lake, Reche Canyon, San Jacinto Wildlife Reserve, San Timoteo Canyon, Snow Creek, The Sovereign Nation of the Morongo Band of Mission Indians, Twin Pines, West Garnet, Whitewater and Windy Point.

SERVICE AGREEMENT
for
JJCPA FUNDED PROGRAM SERVICES
between
COUNTY OF RIVERSIDE
and
Operation Safe House, Inc.
(Desert Area Program)



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This Agreement, made and entered into this 6th day of February, 2018, by and between Operation Safe House, Inc., a California nonprofit corporation (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 from RFP PRARC-063, and Exhibit B, Scope of Service to be Performed, at the prices stated in Exhibit C, Budget, attached hereto and incorporated herein by references.

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. CONTRACTOR shall perform to the satisfaction of the COUNTY and in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

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 C. 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 February 5, 2019, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. 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 C, Budget. Maximum payments by COUNTY to CONTRACTOR shall not exceed \$100,000 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 C, 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). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. 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 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 92502-0833

- 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-95261-002-06/18 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 30 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. 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 materials, reports or products in any form, 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. The material, reports or products 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. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

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. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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 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 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

The CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this Agreement to each and every political entity, special district, and related non-profit entity in Riverside County. It is understood that other entities shall make purchases in their own name, make direct payment, and be liable directly to the CONTRACTOR; and COUNTY shall in no way be responsible to CONTRACTOR for other entities' purchases.

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

Probation Department
3960 Orange Street, Ste. 600
Riverside, CA 92501

CONTRACTOR

Operation Safe House, Inc.
9685 Hayes Street
Riverside, CA 92503

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.

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.

E. 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 and certified original 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 Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given 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 original Certificate of Insurance and original copies of endorsements 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 original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments 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.