

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



ITEM: 3.26  
(ID # 19984)

MEETING DATE:  
Tuesday, October 04, 2022

FROM : PROBATION:

**SUBJECT:** PROBATION DEPARTMENT: Approve the Service Agreement with Chapman University for Pathway to Success Program Services for one year in the annual amount not to exceed \$187,184, with the option to renew for four additional one-year periods; 2nd District. [Total Aggregate Cost \$935,920; up to \$93,592 in Additional Compensation; 100% State Funding]

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

1. Approve the Service Agreement with Chapman University for programming services offered to committed youth within the Pathways to Success program for an amount not to exceed \$187,184 for one year, with the option to renew for four additional one-year periods for a total of \$935,920 through October 4, 2027, and Authorize the Chair of the Board to sign the Agreement on behalf of the County; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel, to sign amendments that exercise the options of the Agreement including modifications of the scope of service that stay within the intent of the Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total annual cost of the Agreement.

**ACTION:**Policy

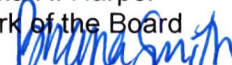
  
Ronald L. Miller, Chief Probation Officer 9/19/2022

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: October 4, 2022  
xc: Probation

Kecia R. Harper  
Clerk of the Board  
By:   
Deputy

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

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 187,184	\$ 187,184	\$ 935,920	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 100% State Funds			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	22/23 - 26/27

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

**BACKGROUND:**

**Summary**

On September 30, 2020, SB823 legislation was signed by the Governor of California. This bill mandates the involvement of community-based and faith-based organizations in the lives of youth committed to a Secure Youth Treatment Facility (SYTF) as well as aid in their seamless transition into the community.

The primary program goal of SB823 is to reduce recidivism amongst youth committed to the SYTF. It is anticipated youth will increase resiliency and skill development when connected with Community-Based Organizations (CBO). Chapman University will serve as a compassionate mentor to guide the youth, provide conflict resolution services, and to help the youth develop resiliency and coping skills for the reentry into the community. Additionally, Chapman University will provide education pertaining to the availability and benefits of utilizing applicable resources. In this role, Chapman University will be required to conduct weekly, monthly, and/or as determined by the County, one-on-one support meetings as well as serve as an advocate for the youth while they are in the program.

Chapman University shall provide the Probation Department a 3-pronged approach to the Pathways to Success program for juveniles/youth committed to this secure treatment track program. The first track is Conflict Resolution and Mediation Program teaching youth the necessary skills to creatively problem-solve under the principles of believing and acting in a non-violent society. The second track is the Restorative Justice program with resolution services. The third track is the transition to home program for mediation, reconciliation, and mentorship within the community.

**Impact on Residents and Businesses**

Probation's mission is "Serving Courts, Protecting our Community, and Changing Lives." The Pathways to Success vision is "Dedicated to creating collaborative re-entry pathways alongside youth to promote healing, healthy, and resilient lifestyles, as well as strengthen families, and restore safety to the community." The primary program goal of SB823 is to reduce recidivism amongst youth committed to the secure treatment track program, which only seems possible

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STATE OF CALIFORNIA**

with a supportive web of services and a continuum of care approach from the institution to the community led by CBOs.

**Contract History and Price Reasonableness**

County of Riverside Probation is requesting the approval of the attached Service Agreement for Chapman University to provide mentorship, programming, and services to the individuals within the Pathways to Success program.

Riverside County Purchasing released a Request for Proposal (PRARC-2022-RFP-0000344) on behalf of the Probation Department. Approximately 51 potential bidders were notified of the solicitation. There were four bidders who responded to the solicitation and three bidders were determined to be the most responsive and responsible for this project. After the evaluation phase, contracts were awarded to Success Stories Program, Chavez Educational Services, and Chapman University. Due to the cost for the Chapman University agreement, the Probation Department is seeking approval from the Board of Supervisors to execute the agreement for a one-year period with the option to renew for four additional one-year periods.

**ATTACHMENTS:**

PRARC-PSA-0004160

  
Suzanna Hickey, Assistant Director of Purchasing and Fleet Service

9/19/2022

  
Rebecca S Cortez, Principal Management Analyst

9/23/2022

  
Kristine Bell-Valdez, Supervising Deputy County Counsel

9/22/2022

**SERVICE AGREEMENT**

**for**

**Pathways to Success Program Services**

**between**

**COUNTY OF RIVERSIDE**

**and**

**Chapman University**



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This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022, by and Chapman University, a California non-profit 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, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. 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 (October 4, 2023), with the option to renew for four (4) additional years, in one-year increments, by written amendment, 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, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed one hundred, eighty-seven thousand, one hundred, and eight-four dollars (\$187,184) 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

Attn: Accounts Payable

P. O. Box 833

Riverside, CA 92502

Or Email [acctspayable@rivco.org](mailto:acctspayable@rivco.org)

- 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-PSA-0004160); 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. 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  
Attn: Contracts and Grants  
P. O. Box 833  
Riverside, CA 92502

**CONTRACTOR**

Chapman University  
Attn: Contracts  
One University Drive  
Orange, CA 92866

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support

orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

## **21. Hold Harmless/Indemnification**

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

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

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

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

## **22. Insurance**

**22.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the

COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3)

demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**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.

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 ELECTRONIC SIGNATURES:** This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of the Agreement agrees to the use of electronic signatures, such as a digital signature that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signature(s) included herein are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code.

*[Signature page to follow]*

23.13 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: Jeff Hewitt  
Jeff Hewitt, Chair  
Board of Supervisors

Dated: 10/4/22

**Chapman University**, a California non-profit corporation

By: Harold Hewitt  
Harold Hewitt  
Executive V.P. and C.O.O.

Dated: 8/15/22

ATTEST:  
Kecia Harper  
Clerk of the Board

By: Briana Smith  
Deputy

APPROVED AS TO FORM:  
County Counsel

By: Lisa Sanchez  
Lisa Sanchez  
Deputy County Counsel

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## EXHIBIT A

### SCOPE OF SERVICE

1. **Purpose and Background:** On September 30, 2020, SB823 legislation was signed by the Governor of California. This bill outlined importance of having community-based organizations and faith-based organizations involved in the lives of juveniles/youth while detained as well as aid in a seamless transition into the community. The Pathways to Success Program's primary goal under SB823 is to reduce recidivism amongst juveniles/youth committed to the secure treatment track program.
2. **Program Outcome and Processes:** Chapman University (CONTRACTOR) shall provide the COUNTY with a 3-pronged approach to the Pathways to Success program for juveniles/youth committed to this secure treatment track program.
  - 2.1. Track 1: shall incorporate a Conflict Resolution and Mediation Program with the following overall objectives:
    - 2.1.1. Encourage and support the development and use of conflict resolution techniques by detained juvenile/youth and COUNTY staff;
    - 2.1.2. Educate detained juvenile/youth and COUNTY staff regarding the availability and benefits of conflict resolution techniques that impact daily decision-making;
    - 2.1.3. Develop structures of conflict resolution that may serve as models for resolution programs in other communities.
    - 2.1.4. To measure the outcomes, CONTRACTOR shall apply qualitative outcome measures to survey instruments required of the detained juvenile/youth. These survey instruments shall be applied at various points of duration in the program, including but not limited to: pre-, applied- (various time measurements depending upon the length of detention), and post-programming. CONTRACTOR will utilize NVivo software for data handling and analysis. When necessary, quantitative outcome measures of survey instruments will be applied. This may come in the form of cross-sectional analysis wherein the juvenile/youth responses are examined to understand their particular subject dispositions at a specific point in time. Longitudinal analysis will allow for the juvenile/youth responses, and any changes in dispositions, to be traced over a more considerable amount of time. Trend analysis will be used as a primary evaluation tool in the longitudinal interpretations of the data. CONTRACTOR shall utilize STATA software for data handling and analysis. A successful outcome will result in, at minimum, the detained juvenile/youth having a willingness to incorporate conflict resolution techniques in their daily interactions with others.
  - 2.2. Track 2: shall incorporate a Restorative Justice Program with the juvenile/youth. Restorative Justice is an approach to justice based on a set of principles that guide responses to conflict, placing the people who are impacted by crime at the center. Whether an offending juvenile/youth, a victim,

their community of care, or the youth's family, all have their own justice needs that are unique. In order to promote personal healing, which results in healed and healthy individuals who work to create strong communities, those unique needs must all be met. Victims take an active role in the process of healing while juvenile/youth can take personal responsibility for their actions and begin their own healing process. The following are the overall objectives to Track 2:

- 2.2.1. Educate detained juvenile/youth and COUNTY staff regarding the benefits and process of mediation and conciliation services between detained juvenile/youth and their victims;
  - 2.2.2. Educate the victims of detained juvenile/youth about the benefits and process of mediation and conciliation serviced between themselves and the detained juvenile/youth;
  - 2.2.3. Provide mediation and conciliation services to detained juvenile/youth and their victims;
  - 2.2.4. Encourage and educate detained juvenile/youth and COUNTY staff of the "do-no-harm" environment necessary for detained juvenile/youth to process healing, an environment that embodies respect, care, trust, and humility all while promoting accountability and healing.
  - 2.2.5. Develop structures for Restorative Justice that may serve as models in other communities.
  - 2.2.6. To measure the outcomes, CONTRACTOR will apply qualitative outcome measures to survey instruments required of the detained juvenile/youth. These survey instruments will be applied at various points of duration in the program, including but not limited to: pre- programming and post-programming. CONTRACTOR would utilize NVivo software for data handling and analysis. When necessary, quantitative outcome measures of survey instruments will be applied. This may come in the form of cross-sectional analysis wherein the juvenile/youth responses are examined to understand their particular subject dispositions at a specific point in time. Additionally, longitudinal analysis would allow for the juvenile/youth responses, and any changes in dispositions, to be traced over a more considerable amount of time. Trend analysis would be used as a primary evaluation tool in the longitudinal interpretations of the data. CONTRACTOR would utilize STATA software for data handling and analysis. A successful outcome will result in, at minimum, the detained juvenile/youth incorporating an attitude of accountability and healing regarding the crime(s) they committed.
- 2.3. Track 3: shall incorporate a Transition-to-Home Program with the juvenile/youth. Regarding the families of reintegrating juvenile/youth, their needs are representative of a very unique relationship between the victim, the community, and their child. These families are placed into a vulnerable position. Victims and communities often judge and blame the families for the actions of the offender juvenile/youth. Moreover, many family members are reduced to "offender's mother" or "offender's sister." The family members struggle to make sense of the situation and often experience a range of emotions from love to anger, from guilt to resentment. They may also struggle with their own feelings of blame and accountability. For many, the crime permanently breaks the familial bond, despite the juvenile/youth being returned to the home post-detention. The following are the overall objectives to Track 3:

- 2.3.1. Educate reintegrating juvenile/youth and their families about the importance of re-connecting the familial bond, as well as what conditions “home” will implement to assist the juvenile/youth’s success;
  - 2.3.2. Provide pre-release mediation and conciliation services to reintegrating juvenile/youth and their families, including by not limited to: at-home behavioral expectations and at-home behavioral contract for addressing general behavior, curfew, privileges, consequences, school requirements, job requirements, and so forth;
  - 2.3.3. Provide ongoing post-release mediation and conciliation services to integrated juvenile/youth and their families for up to nine (9) months, including but not limited to: bi-weekly or monthly mediation and conciliation services;
  - 2.3.4. Encourage and educate reintegrated juvenile/youth on conflict resolution strategies that contribute to their success in avoiding recidivism, as well as contribute to their success in reinforcing accountability and responsibility;
  - 2.3.5. Develop structures for Transition-to-Home that may service as models in other communities.
  - 2.3.6. To measure the outcomes, CONTRACTOR will apply qualitative outcome measures to survey instruments required of the reintegrating/ed juvenile/youth. These survey instruments will be applied at various points of duration in the program, including but not limited to: pre-programming, programming (various time measurements depending upon the length of detention), and post-programming (various time measurements of the post-release period). CONTRACTOR would utilize NVivo software for data handling and analysis. When necessary, quantitative outcome measures of survey instruments will be applied. This may come in the form of cross-sectional analysis wherein the juvenile/youth responses are examined to understand their particular subject dispositions at a specific point in time. Additionally, longitudinal analysis would allow for the juvenile/youth responses, and any changes in dispositions, to be traced over a more considerable amount of time. Trend analysis would be used as a primary evaluation tool in the longitudinal interpretations of the data. CONTRACTOR would utilize STATA software for data handling and analysis. A successful outcome will result in, at minimum, the reintegrated juvenile/youth having a willingness to incorporate conflict resolution techniques in their daily interactions with others, maintaining compliance with the behavioral expectations addressed throughout the mediation and conciliation sessions, and an avoidance of recidivism.
3. **Primary Program Goals:** CONTRACTOR’s Co-Directors of the Chapman University Fowler School of Law Mediation Clinic shall be academically trained and psychologically suited to address the elements of patience, empathy, and exceptional interpersonal communication skills necessary when dealing with detained juvenile/youth. Moreover, the Chapman University student volunteers who serve as mentors will be assessed and trained by the Co-Directors to ensure that they are equally able to provide these skills to the detained juvenile/youth. The Co-Directors and student volunteer mentors shall comply with all

provisions of the California Dispute Resolutions Act contained in Business and Professions Code Sections 465-471.5. Moreover, the Co-Directors and student volunteers shall comply with the regulations set forth by the California Department of Consumer Affairs under Article 2. General Eligibility and Application Requirements, Section 3605: Eligibility for Funding. Evidence of such compliance shall be found in the attached Exhibits to this Proposal. Additionally, the Chapman Mediation Program will provide neutral persons who have been properly trained in conflict resolution techniques as required by the rules and regulations of the Dispute Resolution Programs Act.

- 3.1. CONTRACTOR's Co-Directors of the Chapman University Fowler School of Law Mediation Clinic will work closely with the Facility/Program Director(s) and Unit Supervisor(s) to ensure that the Co-Directors and all student volunteer mentors have an up-to-date understanding of the detained juvenile/youth's objectives, goals, and rehabilitative plan. The Chapman University Fowler School of Law Mediation Clinic Co- Directors and student volunteer mentors will work alongside the detained juvenile/youth, either in group-setting or in individual sessions, to review the conflict resolution techniques that apply to the specific situation, availing the detained juvenile/youth of appropriate coping strategies.
- 3.2. CONTRACTOR's Co-Directors of the Chapman University Fowler School of Law Mediation Clinic will communicate regularly, and no less than monthly, with the COUNTY's Probation case worker to develop group- setting directives, as well as individual session directives that will benefit the detained juvenile/youth. Through this collaboration, the Co- Directors will be able to inform the student volunteer mentors such that the programming is tailored to the individual detained juvenile/youth. Moreover, the Co-Directors and the assigned student volunteer mentors will create a role of advocacy for the detained juvenile/youth when interacting with the treatment team and/or in family team meetings.
- 3.3. CONTRACTOR's Co-Directors of the Chapman University Fowler School of Law Mediation Clinic, and the student volunteer mentors, will work with COUNTY Probation to explore available community resources as a means to create circles of support, accountability, and responsibility for the juvenile/youth when they are released back into the community. This supportive web of teammates will prop up the juvenile/youth and their actions to avoid re- offending. Moreover, through the Transition-to- Home Program (Track 3 of the 3-pronged approach), the Co-Directors and student volunteer mentors will document for, and outline to the juvenile/youth, the necessary community resources that meet the basic functions of their Transition-to-Home contract for behavior.
- 3.4. CONTRACTOR's Co-Directors of the Chapman University Fowler School of Law Mediation Clinic, and the student volunteer mentors, will hold no less than monthly, but preferably bi-weekly (at least initially) mediation and conciliation sessions with the juvenile/youth and COUNTY Probation case worker, as well as various family members, once reintegrated into the community. These sessions will focus upon the accountability and responsibility measures outlined in the Transition-to-Home contract for behavior. This mentoring will take place for up to nine (9) months post-release.
- 3.5. During programming with detained juvenile/youth, Chapman University Fowler School of Law Mediation Clinic will incorporate storytelling and venting feelings as they have a role to play in both

the accountability and healing processes. Admitting to the crime requires detained juvenile/youth to speak directly to their actions. In so doing, the opportunity arises for the detained juvenile/youth to reflect on the feelings and through processes they experienced before, during, and after the crime. This allows for a deeper understanding of how their crime(s) impacts others and themselves, as well as provides an arena to understand what they can do about it. By telling their stories and feelings – avoiding aggrandizing the crime(s) – the detained juvenile/youth shift focus to the cause of the crime(s), perhaps to moments in time when the detained juvenile/youth was, themselves, victimized. By identifying these vulnerable moments in the detained juvenile/youth, they often experience a moment of validation that results in an easier path toward personal healing and a creation of healthy values. This journey of healing and values-creation opens their minds to the ability to learn new life skills.

3.5.1. The life skill expectations listed will be addressed through a lens of conflict resolution strategies. For instance, it is expected that each individual person will be accepted/rejected for a job at some point in life. Therefore, in order to understand how to process and respond appropriately to such acceptance/rejection, the Co-Directors and student volunteer mentors will incorporate job-interviewing role plays with the detained juvenile/youth both in group-settings and in individual sessions. Another example of how the programming will address the life skill expectations through conflict resolution strategies could be applied to all of the line items. Regarding toxic masculinity, for example, by discussing the topic with the detained juvenile/youth, they can understand their role in contributing to toxic masculinity, as well as their responsibility to dispel the behavior. Specific lessons will be provided to understand the behavior. These lessons will help the detained juvenile/youth to understand the importance of healthy masculinity that focuses on being honest with oneself about feelings, needs, and desires, as well as how to treat others with kindness and respect. Considering hygiene and appearance, these skills could be addressed not only when developing the Transition-to-Home contract, but also in advance of the post-release program in order to prepare the detained juvenile/youth with a pre-determined adherence to certain cleanliness protocols. In this way, the detained juvenile/youth would be working in advance to avoid this type of conflict situation upon release to their home. These are examples of how the life skills expectations will be incorporated into the programming.

3.5.2. It is the objective of the programming that the Co-Directors and student volunteer mentors will not only address the full list of life skill expectations, but they will also explore other skills that the detained juvenile/youth are interested in learning. Through educating the detained juvenile/youth with programming lessons, role plays, as well as stories of personal experience from the Co-Directors and student volunteer mentors, the detained juvenile/youth will glean a solid understanding of the importance of these skills as they move forward into their future.

3.5.3. Life Skill Expectations: include, but are not limited to the following:

- Managing finances
- Appropriate behavior in multiple settings
- Toxic masculinity
- Keeping your word
- Love and self-awareness

- Emotions and beliefs
- Victim mentality
- Hygiene and appearance
- Avoiding toxic environments
- Communication and social skills with the opposite sex
- Basic housekeeping, i.e., laundry, cooking, cleaning up after themselves
- Job interview training
- Time management, developing and managing a schedule
- Accountability and Responsibility
- Outline any other skills offered by your organization for this program.

4. **Target Population:** The target population to be served is a diverse group of male and female juvenile/youth between the ages of 14 to 25 years of age, who are justice involved and who have been committed to the Secure Treatment Program
5. **Geographic Location of Services and COVID-19:** Pathways to Success Program Services shall be provided to, but shall not be limited to, the following COUNTY Probation juvenile facility:
  - 5.1. Alan M. Crogan Youth Treatment and Education Center  
10000 County Farm Road  
Riverside, CA 92503
  - 5.2. The implementation of this program at other Probation juvenile facilities shall be reviewed by the COUNTY. Upon approval by the COUNTY services would be implemented at the juvenile facilities located in the Southwest and Desert regions of Riverside County.
  - 5.3. Pathways to Success Services are to be provided within the COUNTY juvenile/youth facility as well as upon reentry of the juvenile/youth to the community. All CONTRACTOR's employees/staff assigned to providing services under this Agreement are required to participate and be approved through the COUNTY's Probation background process prior to their assignment.
  - 5.4. All CONTRACTOR assigned personnel are subject to and required to follow the County and State policy and procedures set in place in response to COVID 19 and variants.
  - 5.5. CONTRACTOR shall, due to the distance to the geographic locations of COUNTY facilities, the services to be provided will be conducted using a virtual- or remote- learning platform (e.g. Zoom, Microsoft Teams, etc.) within the facility. This allows for the CONTRACTOR's Co-Directors and student volunteer mentors to provide the in-facility work, and community work, at various locations simultaneously.
6. **Program Description:** CONTRACTOR shall provide a 3-prong approach, which meets the evidence-based criteria of the Pathways to Success services.
  - 6.1. Track 1: Conflict Resolution and Mediation Program, teaches the detained Youth the necessary skills to engage in creative problem-solving. Relying on a conflict resolution curriculum and a

wholistic peaceable program model, detained Youth learn the principles of believing and acting with the understanding of a non-violent society. Additionally, COUNTY staff are able to transform their own approach to the detained Youth such that their beliefs of the reality of empowering a non-violent society become realized (LeBoeuf & Delany-Shabazz, 1997).

- 6.2. CONTRACTOR will be offered to detained Youth and COUNTY's Facility Staff at the Alan M. Crogan Youth Treatment and Education Center (AMC-YTEC), 10000 County Farm Road, Riverside, CA, 92503. Expansion at other COUNTY facilities, specifically in the Southwest and Desert regions of the County, will be covered in this programming delivery, when applicable. The delivery mechanism will be via virtual- or remote- platform (e.g. Zoom, Microsoft Teams, etc.). The program shall provide, but not be limited to, the following:
- 6.2.1. Spring: A 14-week Conflict Resolution course for detained Youth which is designed to teach skills that will help the Youth resolve disputes in a self-reliant and responsible way. The curriculum shall be responsive to the Youth's learning levels.
  - 6.2.2. Summer: An 8-week Conflict Resolution course for detained Youth which is designed to teach skills that will help the Youth resolve disputes in a self-reliant and responsible way. The curriculum shall be responsive to the Youth's learning levels.
  - 6.2.3. Fall: A 14-week Conflict Resolution course for detained Youth which is designed to teach skills that will help the Youth resolve disputes in a self-reliant and responsible way. The curriculum shall be responsive to the Youth's learning levels.
  - 6.2.4. Annual duration, as needed: A Mediation Clinic that will provide individual counseling/mediation to resolve conflict among detained Youth.
  - 6.2.5. Quarterly Conflict Resolution training provided to COUNTY Staff (e.g., pre-recorded lecture series, real-time webinar with Q&A session, real-time virtual conference with Q&A session, etc.).
  - 6.2.6. Pre-, Applied-, and Post- programming survey instruments that deliver metrics of synthesis among the detained Youth, incorporating both short-term and longitudinal analysis. Metrics and analysis to be collaborated between Pathways to Success Program Director and/or any additional agency collaboration as needed.
  - 6.2.7. Monthly/Quarterly/Annual reports to the Pathways to Success Program Director and/or Probation Liaison and/or County that include the following, but not limited to: Number of detained Youth who participate in the Conflict Resolution Program; Number of detained Youth dismissed from the Conflict Resolution Program due to rule violations; Number of 14-week and 8-week Conflict Resolution classes provided; Number of detained Youth who participate in the Mediation Clinic Program; Number of detained Youth dismissed from the Mediation Clinic Program due to rule violations; Number of Mediation Clinics provided; Number of Facility Staff training sessions conducted.

- 6.2.8. Clinic Co-Directors shall be responsible for the day-to-day operation of the program. This includes, but is not limited to working directly with the student volunteer mentors/mediators, meeting with student mediators weekly for training and evaluations. Furthermore, the Clinic Co-Directors shall co-mediate the individual counseling/mediation sessions with any student volunteer mentor/mediator and supervise all activities. One of the Clinic Co-Directors shall teach the Mediation for Juveniles Class that provides the forty (40) hours of training required by the Dispute Resolution Programs Act.
- 6.2.9. Clinic Co-Directors shall be the point of contact for all communication with the staff at the County's Probation Department Pathways to Success.
- 6.2.10. CONTRACTOR clinical assistants include, but are not limited to an Adjunct Professor; Co-Director of the Mediation Clinic; post-grad fellows; administrative staff; volunteer student mentors/mediator.
- 6.2.11. CONTRACTOR facilitators who work directly with the detained Youth shall be required to submit and pass background checks as required through the County's Probation Department, when necessary.
- 6.3. Track 2: Chapman University Restorative Justice Program will be offered to detained Youth at the Alan M. Crogan Youth Treatment and Education Center (AMC-YTEC), 10000 County Farm Road, Riverside, CA, 92503. Expansion at other facilities, specifically in the Southwest and Desert regions of the County, will be covered in this programming delivery, when applicable. The delivery mechanism will be via virtual- or remote- platform (e.g., Zoom, Microsoft Teams, etc.). The program shall provide, but not be limited to, the following:
- 6.3.1. Collaboration with the Courts, Prosecutor's Office, Public Defender's Office, law enforcement agencies, administrative agencies, and Probation Department to work cooperatively with and to make referrals to the Restorative Justice Program. The collaboration will consist of, but not be limited to: Receive from the various collaborative partner the contact information for the Victim of the case in order to make contact, in order to describe the program, in order to obtain voluntary agreement to participate in the program, and in order to implement the Restorative Justice Mediation component with the Victim of the case. All contact information for the Victim to remain confidential.
- 6.3.2. Dispute resolution services, including but not limited to: Restorative Justice mediation and conciliation services to Victims and the detained Youth. Restorative Justice is an approach to justice based on a set of principles that guide responses to conflict, crime, and/or violence by focusing on the needs of Victims and the detained Youth, as well as the community. Victims take an active role in the process while detained Youth can take responsibility for their actions and make amends for their wrongdoing.

- 6.3.3. The process provides Victims with a voice, something that rarely happens in the traditional justice system.
- 6.3.3.1. Clinic Co-Directors and student volunteer mediators will work with both Victims (those who voluntarily participate) and detained Youth in as many individual sessions as are needed in order to prepare the individual(s) for meeting together in any or all of the following: A Family Group Conference (detained Youth and their family members, Victim and their family members or supporters) for the purpose of understanding any familial causes of the crime; Victim-Offender Conference (detained Youth and the Victim, support as needed for either party) for the purpose of allowing the Victim and detained Youth to gain healing from the crime, as well as for the purpose of allowing the detained Youth to take accountability and reduce shame for the crime; Dialogue Group Conference (detained Youth, Victims of unrelated crimes) for the purpose of guided storytelling and dialogue on such topics as offending, victimization, justice, restitution, forgiveness, and reconciliation. Participants discuss their crime story and oftentimes are validated in their experiences and feelings. This is an opportunity for the detained Youth to understand and acknowledge their remorse and responsibility. In this way, detained Youth are able to offer symbolic vindication to Victim participants. Additionally, it is an opportunity for all participants to understand the cause(s) and impact(s) of the crime.
- 6.3.3.2. Clinic Co-Directors and student volunteer mediators will work solely with detained Youth (in those cases where the Victim does not voluntarily participate or if the detained Youth is legally prohibited from making contact with the Victim) in as many individual sessions as are needed in order to come to terms with the causal relation(s) of life experience and the crime(s) committed. The detained Youth will be encouraged to make symbolic gestures of responsibility and accountability for the crime, including but not limited to written letter of apology to their self; participation in Dialogue Group Conferencing or Victim Impact Group(s); commitment to donate time or resources to a specific Victim Group/Charity.
- 6.3.4. If an Agreement is reached between the participants that outlines specific actionable responsibilities, it will be documented, and the participants will be informed of any future responsibilities they may have regarding the Agreement. The Clinic Co-Directors or clinical assistants will coordinate all contact with the participants for these instances.
- 6.3.5. CONTRACTOR will provide all documents and forms needed for the program.
- 6.3.6. CONTRACTOR shall reserve the right to not accept a detained Youth referral to the program without disclosing the reason.
- 6.3.7. CONTRACTOR shall provide all staff necessary to carry out mediation and conciliation services to detained Youth and their Victims.

- 6.3.8. The Restorative Justice Program will be offered continually throughout the year with the exception of County Observed Holidays and a 3-week period of time spanning from the last two (2) weeks of December through the first week of January each year.
- 6.3.9. Clinic Co-Directors shall be responsible for the day-to-day operation of the program. This includes, but is not limited to working directly with the student volunteer mentors/mediators, meeting with student mediators weekly for training and evaluations. Furthermore, the Clinic Co-Directors shall co- mediate the individual counseling/mediation sessions with any student volunteer mentor/mediator and supervise all activities. One of the Clinic Co-Directors shall teach the Mediation for Juveniles Class that provides the forty (40) hours of training required by the Dispute Resolution Programs Act.
- 6.3.10. Clinic Co-Directors will interview, assess, and accept/reject student volunteer mediators as necessary.
- 6.3.11. Clinic Co-Directors shall be the point of contact for all communication with the staff at the County's Probation Department Pathways to Success.
- 6.3.12. CONTRACTOR clinical assistants include, but are not limited to an Adjunct Professor; Co-Directors of the Mediation Clinic; post-grad fellows; administrative staff; volunteer student mentors/mediator.
- 6.3.13. CONTRACTOR facilitators who work directly with the detained Youth shall be required to submit and pass background checks as required through the County's Probation Department, when necessary. Clinic Co-Directors shall be responsible for contacting the Probation Department to set appointments for Live Scan background process and approval for staff and student volunteer mediators.
- 6.3.14. CONTRACTOR shall comply with all provisions of the California Dispute Resolutions Act contained in Business and Professions Code Sections 465-471.5. Moreover, the Mediation Clinic shall comply with the regulations set forth by the California Department of Consumer Affairs under Article 2. General Eligibility and Application Requirements, Section 3605; Eligibility for Funding.
- 6.3.15. CONTRACTOR shall ensure that its mediation and conciliation services are provided by neutral persons. A student shall not function as a mediator if that student has any personal bias regarding any particular disputant or the subject matter of the dispute. A student shall not function as a mediator if that student has a financial interest in the subject matter of the dispute or a familial relationship with any part to the dispute. If, before or during the provision of dispute resolution services, a volunteer student mediator has or acquires an actual or apparent conflict of interest, the volunteer student mediator shall inform all of the parties to the dispute and thereafter disqualify themselves as the volunteer student mediator unless all of the disputants consent in writing to continue.

- 6.3.16. CONTRACTOR will offer its services to those individuals, without regard to race, religion, or place of origin, and who are deemed qualified and willingly volunteer to participate.
- 6.3.17. Prior to any mediation, both Victims and the detained Youth will be informed that all participation with the Restorative Justice Program is completely voluntary on their part.
- 6.3.18. CONTRACTOR will provide language interpreters, when necessary, where English is not the language spoken by either the Victim or the detained Youth.
- 6.4. Track 3: Chapman University Transition-to-Home Program will be offered to detained Youth at the Alan M. Crogan Youth Treatment and Education Center (AMC-YTEC), 10000 County Farm Road, Riverside, CA, 92503. Expansion at other facilities, specifically in the Southwest and Desert regions of the County, will be covered in this programming delivery, when applicable. The delivery mechanism will be via virtual- or remote- platform (e.g., Zoom, Microsoft Teams, etc.). The program shall provide, but not be limited to, the following:
- 6.4.1. Collaboration with the Courts, Prosecutor's Office, Public Defender's Office, law enforcement agencies, administrative agencies, and Probation Department to work cooperatively with and to make referrals to the Transition-to-Home Program. The collaboration will consist of, but not be limited to: Receive from the various collaborative partner the contact information for the families of the reintegrating Youth in order to describe the program, in order to obtain agreement to participate in the program, and in order to implement the Transition-to-Home component with the program. All contact information for the family to remain confidential.
- 6.4.1.1. CONTRACTOR shall ensure that its mediation and conciliation services are provided by neutral persons. A student shall not function as a mediator if that student has any personal bias regarding any particular disputant or the subject matter of the dispute. A student shall not function as a mediator if that student has a financial interest in the subject matter of the dispute or a familial relationship with any part to the dispute. If, before or during the provision of dispute resolution services, a volunteer student mediator has or acquires an actual or apparent conflict of interest, the volunteer student mediator shall inform all of the parties to the dispute and thereafter disqualify themselves as the volunteer student mediator unless all of the disputants consent in writing to continue.
- 6.4.1.2. CONTRACTOR will offer its services to those individuals, without regard to race, religion, or place of origin, and who are deemed qualified and willingly volunteer to participate.
- 6.4.1.3. Prior to any mediation, both family member(s) and the reintegrating/ed Youth will be informed that all participation with the Transition-to-Home Program is completely voluntary on their part.

- 6.4.1.4. CONTRACTOR will provide language interpreters, when necessary, where English is not the language spoken by either the family member(s) or the reintegrating/ed Youth.
- 6.4.1.5. CONTRACTOR will provide resources in order to build capacity for data collection and monitoring, taking such forms as acquiring a data specialist, training current program staff, or provide ongoing technical assistance to staff. These methods lead to the development of internal capacity for managing data. Additionally, the Mediation Clinic will work collaboratively with the Program Director(s) of Pathways to Success, any Unit Supervisor(s), and any inter-Agency collaborative team in order to track quantitative outcome measures such as placement, retention, and recidivism. Moreover, additional outcome measures will include readiness to change, emotional self-awareness/self-regulation, capacity for conflict management, community attachment, self-efficacy, and other indicators of socioemotional learning. Program assessments and program satisfaction surveys (e.g., pre-, applied-, and post-), as well as participant interviews with the family member(s) and reintegrating/ed Youth will provide qualitative data in order to identify consistent themes of the program outcomes.
- 6.4.1.6. CONTRACTOR will willingly share data across the collaborative team as a mechanism to enable stakeholders to make data-driven decisions about implementation and outcome.
- 6.4.1.7. CONTRACTOR will conduct ongoing performance management metrics to ensure that the program is being implemented with fidelity while meeting the intended outcomes. This can also serve as a mechanism to inform mid-program corrections for the implementation of modifications.
- 6.4.2. CONTRACTOR will provide all documents and forms needed for the program.
- 6.4.3. CONTRACTOR shall reserve the right to not accept a reintegrating/ed Youth referral to the program without disclosing the reason.
- 6.4.4. CONTRACTOR shall provide all staff necessary to carry out mediation and conciliation services to the reintegrated Youth and their families.
- 6.4.5. The Transition-to-Home Program will be offered continually throughout the year with the exception of a 3-week period of time spanning from the last two (2) weeks of December through the first week of January each year.
- 6.4.6. Clinic Co-Directors shall be responsible for the day-to-day operation of the program. This includes, but is not limited to working directly with the student volunteer mentors/mediators, meeting with student mediators weekly for training and evaluations. Furthermore, the Clinic Co-Directors shall co-mediate the individual and/or group counseling/mediation sessions with any student volunteer mentor/mediator and supervise all activities. One of the Clinic Co-

Directors shall teach the Mediation for Juveniles Class that provides the forty (40) hours of training required by the Dispute Resolution Programs Act.

- 6.4.7. Clinic Co-Directors will interview, assess, and accept/reject student volunteer mediators as necessary.
- 6.4.8. Clinic Co-Directors shall be the point of contact for all communication with the staff at the County's Probation Department Pathways to Success.
- 6.4.9. CONTRACTOR clinical assistants include, but are not limited to an Adjunct Professor; Co-Directors of the Mediation Clinic; post-grad fellows; administrative staff; volunteer student mentors/mediator.
- 6.4.10. CONTRACTOR facilitators who work directly with the reintegrating/ed Youth shall be required to submit and pass background checks as required through the County's Probation Department, when necessary. Clinic Co-Directors shall be responsible for contacting the Probation Department to set appointments for Live Scan background process and approval for staff and student volunteer mediators/mentors.
- 6.4.11. CONTRACTOR shall comply with all provisions of the California Dispute Resolutions Act contained in Business and Professions Code Sections 465-471.5. Moreover, the Mediation Clinic shall comply with the regulations set forth by the California Department of Consumer Affairs under Article 2. General Eligibility and Application Requirements, Section 3605; Eligibility for Funding.
- 6.4.12. CONTRACTOR shall ensure that its mediation and conciliation services are provided by neutral persons. A student shall not function as a mediator if that student has any personal bias regarding any particular disputant or the subject matter of the dispute. A student shall not function as a mediator if that student has a financial interest in the subject matter of the dispute or a familial relationship with any part to the dispute. If, before or during the provision of dispute resolution services, a volunteer student mediator has or acquires an actual or apparent conflict of interest, the volunteer student mediator shall inform all of the parties to the dispute and thereafter disqualify themselves as the volunteer student mediator unless all of the disputants consent in writing to continue.
- 6.4.13. CONTRACTOR will offer its services to those individuals, without regard to race, religion, or place of origin, and who are deemed qualified and willingly volunteer to participate.
- 6.4.14. Prior to any mediation, both family member(s) and the reintegrating/ed Youth will be informed that all participation with the Transition-to-Home Program is completely voluntary on their part.
- 6.4.15. CONTRACTOR will provide language interpreters, when necessary, where English is not the language spoken by either the family member(s) or the reintegrating/ed Youth.

- 6.4.16. CONTRACTOR will provide resources in order to build capacity for data collection and monitoring, taking such forms as acquiring a data specialist, training current program staff, or provide ongoing technical assistance to staff. These methods lead to the development of internal capacity for managing data. Additionally, the Mediation Clinic will work collaboratively with the Program Director(s) of Pathways to Success, any Unit Supervisor(s), and any inter-Agency collaborative team in order to track quantitative outcome measures such as placement, retention, and recidivism. Moreover, additional outcome measures will include readiness to change, emotional self-awareness/self-regulation, capacity for conflict management, community attachment, self-efficacy, and other indicators of socioemotional learning. Program assessments and program satisfaction surveys (e.g., pre-, applied-, and post-), as well as participant interviews with the family member(s) and reintegrating/ed Youth will provide qualitative data in order to identify consistent themes of the program outcomes.
- 6.4.17. CONTRACTOR will willingly share data across the collaborative team as a mechanism to enable stakeholders to make data-driven decisions about implementation and outcome.
- 6.4.18. CONTRACTOR will conduct ongoing performance management metrics to ensure that the program is being implemented with fidelity while meeting the intended outcomes. This can also serve as a mechanism to inform mid-program corrections for the implementation of modifications.
- 6.5. Transition-to-Home Program will combine the work of the Conflict Resolution and Mediation Program with the results of the Restorative Justice Program as the detained Youth is reintegrated back into the family and/or community. This track of the program enables the Youth to negotiate boundaries with families, and families with Youth, on the conditions of daily living upon reintegration. The New Mexico Center for Dispute Resolution Program experienced a 37-percent decrease in disciplinary infractions as compared with a 12-percent decrease for non-programmed Youth (Elliott et al., 2020). Moreover, studies indicated that recidivism among trained Youth resulted in an 18-percent decrease of recidivism during the first six months of reintegration (Smith, n.d.).
- 6.5.1. Considering the evidence-based programs and research currently engaged throughout the country, CONTRACTOR's proposal for services seems clearly aligned with culturally relevant mentorship designed to meet the needs of a diverse background of fe/male justice-involved Youth who range in age from 14 to 25. CONTRACTOR currently collaborates with County Agencies, such as: RUHS- Correctional Health, RUHS-Behavioral Health, and Probation. This relationship will continue and is expected to flourish with this program. As expressed in the Scope of Service, CONTRACTOR will utilize evidence-based tools for mentorship and culturally relevant life skills coaching.
- 6.5.2. Student volunteers and volunteer interns will come from the broad Chapman University community. The student mentors will typically come from, but not limited to: Fowler School of Law (i.e., law students), the Wilkinson College Sociology Department, the Wilkinson College

Peace Studies Department, the Wilkinson College Political Science and Pre-Law Department, and the Donna Ford Attallah College of Educational Studies. These student volunteers and volunteer intern mentors are exposed to the juvenile justice system typically through academic training. They will provide peer support to the detained Youth through supervised programming that assists in identifying the hopes and dreams of the detained Youth. The programming provided will educate detained Youth in recovery and life skills using tools that are based on intra- and inter- personal healing theories rooted in restorative justice precepts. Through modeling hope, demonstrating personal responsibility, and maintaining their autonomous voice of self-advocacy, the student volunteers and volunteer intern mentors will educate and demonstrate to detained Youth the process by which recovery goals and self-awareness can result in Youth success.

6.5.3. Based on the backgrounds of the student volunteers and volunteer intern mentors, they will introduce programmatic social themes that educate and encourage the Youth pro-social skills that work to reduce impulsivity, reduce negative attitudes, and reduced antisocial behavior. This work will also contribute to how the Youth perceive others as mentors and support networks, as well as encourage pro-social community living.

6.6. Considering the evidence-based programs and research currently engaged throughout the country, Chapman

6.6.1. University Mediation Clinic's proposal for services seems clearly aligned with culturally relevant mentorship designed to meet the needs of a diverse background of fe/male justice-involved Youth who range in age from 14 to 25. CONTRACTOR currently collaborates with County Agencies, such as: RUHS- Correctional Health, RUHS-Behavioral Health, and Probation. This relationship will continue and is expected to flourish with the Pathways to Success program, including: the coordination of resources, goal-planning, recovery plans, reintegration plans, and so forth. As expressed in the Scope of Service, CONTRACTOR will utilize evidence-based tools for mentorship and culturally relevant life skills coaching.

6.6.2. Student volunteers and volunteer interns will come from the broad Chapman University community. The student mentors will typically come from, but not limited to: Fowler School of Law (i.e., law students), the Wilkinson College Sociology Department, the Wilkinson College Peace Studies Department, the Wilkinson College Political Science and Pre-Law Department, and the Donna Ford Attallah College of Educational Studies. These student volunteers and volunteer intern mentors are exposed to the restorative justice concepts that work to empower not only the Victims but the detained Youth in and through the healing process. When Victims and Youth Offenders heal, individually and/or together, the healing process takes many forms. The healing path should provide the detained Youth with an opportunity to examine their life choices, where they have been in their life and where they are heading in their future while simultaneously providing the Youth with the motivation to do what is necessary to move toward personal hope and purpose. Additional benefits of the restorative justice healing path include empowerment through safe relationships, strong inner identity, inner peace that leads to introspective freedom, respect for the self and others, as well as the ability to separate

themselves from “penal drama.” Moreover, the restorative justice approach allows the Youth to develop restorative values that include respect, care, trust, and humility.

6.7. Considering the evidence-based programs and research currently engaged throughout the country, CONTRACTOR’s proposal for services seems clearly aligned with culturally relevant mentorship designed to meet the needs of a diverse background of fe/male justice-involved Youth who range in age from 14 to 25.

6.7.1. CONTRACTOR currently collaborates with County Agencies, such as: RUHS-Correctional Health, RUHS-Behavioral Health, and Probation. This relationship will continue and is expected to flourish with the Pathways to Success program, including: the coordination of resources, goal-planning, recovery plans, reintegration plans, and so forth. In order to ensure the success of the program with the Youth, the Mediation Clinic Co-Directors will maintain open lines of communication and reporting to the collaborating team of County Agencies and CBO’s contracted with the Pathways to Success program. This will allow for the collaborating team to work in real-time in order to address any unusual behavior, conflicts, or recovery deviations to the proper team members, as well as Probation personnel. Moreover, the Co- Directors will implement regular reviews of each Youth and provide performance metrics, both quantitative and qualitative, to the collaborating team, as well as Probation personnel. The level of teamwork in which the Mediation Clinic expects to engage will be a custom model for each Youth, as designed by the collaborating team.

**7. Regulatory Compliance:**

7.1. CONTRACTOR will comply with all Federal, State, or local laws, and licensing regulations including, but not limited to, State of California Welfare Institutions Code Section 5328 regarding confidentiality.

7.2. CONTRACTOR will provide monthly documentation to the Probation liaison upon request.

8. CONTRACTOR will maintain the necessary and appropriate records that document all services provided by the Pathway to Success Mentor. This will be processed on a weekly and monthly basis, available to the County or the Probation Liaison upon request. All confidential information will be stored in a secure repository with any electronic records subject to password security. The documentation of staffing, payroll, other program costs, and program activities will clearly indicate all program staff time.

8.1. CONTRACTOR will maintain individual files for all individuals participating in the Pathways to Success Program. These records will contain the minimum requirement that includes, but is not limited to individual assessments, including pre- programming- and post- programming survey instruments that measure individual success of program synthesis; contact/progress notes that reflect any interactions performed with the individual; and, any documented Plan of Care that is decided upon and transmitted through the Probation Liaison to the program Co-Director(s).

9. **Documentation Services:** CONTRACTOR will report all outreach efforts on a monthly basis. These reports will include, but not be limited to date and time of all contact with the detained Youth in either group or individual sessions; any/all services provided to the detained Youth in either group or individual sessions; and, the name of the detained Youth.
- 9.1. CONTRACTOR will provide all monthly contract documentation as outlined by Probation. This monthly report will provide a summary of all interactions for the program including, but not limited to communication (either written or verbal) with the Facility Director(s) and/or Unit Supervisor(s); communication (either written or verbal) with the Probation Liaison; the number of individual and group sessions provided to detained Youth; and, any other information requested by the Probation Liaison.
- 9.2. CONTRACTOR understands that all records maintained on behalf of the County regarding the Pathways to Success program shall be the property of the County.
- 9.3. CONTRACTOR will provide copies of all programming materials, if any, upon request of the Probation Liaison or the County.
- 9.4. CONTRACTOR will maintain confidential files for each detained Youth receiving services through the program. These files will be subject to password protection in a secure repository.
- 9.5. CONTRACTOR acknowledges and understands that the County may adjust these requirements with additions or deletion. CONTRACTOR will comply with such adjustments.
10. **Performance Outcomes:** CONTRACTOR acknowledges having read the statement regarding outcome measures and forms provided by the County and that said are mandatory measures. The aforementioned will comply with all timelines in order to determine the metrics of success.
- 10.1. CONTRACTOR acknowledges having read the statement regarding any proposed changes to Federal, State, and/or County policies/regulations. The aforementioned acknowledges that the County, at its sole discretion, may amend the performance-based criteria through written amendment to the award contract.
11. **Monthly Summary Report:** The CONTRACTOR shall provide a Monthly Summary Report to COUNTY Probation by the (15th) workday of each month following the previous month in which services were provided. The report shall include, but is not limited to:
- Date of visit
  - Time of visit
  - Name of client served
  - List of service types provided to the client

**EXHIBIT B  
PAYMENT PROVISIONS**

- 1. The Agreement shall not exceed the amount of \$187,184 annually.
- 2. CONTRACTOR shall invoice the COUNTY monthly for all costs incurred in arrears. All invoices shall list date, invoice number, and contract ID# PRARC-PSA-0004160. Section 3.3 page 4 of the Agreement provides submittal process information.
- 3. COUNTY PAYMENT TERMS - For calculating due dates for payment terms, the County will use either the date that the invoice is received by the County or the date the goods/services are received, whichever is later. Terms: Net 30
- 4. Table of Cost Breakdown:

Description of Service	Amount	Percentage
Salaries	\$116,158	62%
Benefits	\$39,619	21%
Program/Operation	\$9,500	5%
Administrative/Overhead	\$21,907	12%
<b>TOTAL:</b>	<b>\$187,184</b>	<b>100%</b>