

**AGREEMENT FOR PROVISION OF
JUVENILE DIVERSION SERVICES
BETWEEN
CITY OF COSTA MESA
AND
WAYMAKERS**

THIS AGREEMENT FOR PROVISION OF JUVENILE DIVERSION SERVICES (“Agreement”) is entered into as of the 18th day of February, 2020, by and between the CITY OF COSTA MESA, a municipal corporation (“Grantee”), and WAYMAKERS, a California nonprofit corporation (“Contractor”).

W I T N E S S E T H:

WHEREAS, the California Board of State and Community Corrections (“BSCC”) has awarded Grantee a grant in the amount of One Million Dollars (\$1,000,000.00) as part of the Youth Reinvestment Program, which provides grant funding to cities and counties for implementing evidence-based, trauma-informed, culturally relevant, and developmentally appropriate diversion programs in underserved communities with high rates of juvenile arrests and high rates of racial/ethnic disproportionality within those juvenile arrests; and

WHEREAS, Contractor provides juvenile diversion services, which include restorative justice practices and intervention services to hold youth accountable for their behaviors and encourage positive change for the youth, family, victim and community; and

WHEREAS, Grantee wishes to contract with Contractor for the provision of juvenile diversion services to the residents of select Orange County cities utilizing the grant provided by the BSCC, as more fully described herein; and

WHEREAS, Grantee and Contractor desire to set forth their respective obligations in connection with such services.

NOW, THEREFORE, for and in consideration of the covenants set forth herein, Grantee and Contractor agree as follows:

I. INCORPORATION OF BSCC AGREEMENT

Grantee’s agreement with the BSCC, Agreement No. BSCC 569-19, dated July 1, 2019, is attached hereto as Exhibit “A” and incorporated herein by this reference (“BSCC Agreement”). Contractor agrees to comply with all applicable terms, conditions, and requirements of the BSCC Agreement, including but not limited to the eligibility requirements set forth in the Youth Reinvestment Grant Program Request for Proposal and Appendix B of the BSCC Agreement, in the performance of this Agreement. Contractor further agrees to cooperate with Grantee in the performance of Grantee’s obligations pursuant to the BSCC Agreement, including but not limited to reporting and recordkeeping requirements.

II. SCOPE OF SERVICES

Contractor shall provide the Scope of Services set forth in Exhibit “B,” attached hereto and incorporated herein by this reference, in accordance with the BSCC Agreement. Contractor shall provide services only to Grantee and participating law enforcement agencies approved by the BSCC.

III. COMPENSATION

A. Compensation. Contractor shall invoice Grantee on a quarterly basis for the actual costs of providing the services hereunder, commencing on the Effective Date, in accordance with the Program Budget set forth in Attachment 2 of the BSCC Agreement. Contractor's compensation under this Agreement shall not exceed the actual amount disbursed to Grantee by the BSCC.

B. Invoices. Contractor's invoices shall be on a form approved or supplied by Grantee and provide such information as is required by Grantee. Contractor shall submit invoices within ten (10) days of the close of the quarter. All invoices submitted to Grantee shall be supported by backup documentation including, but not limited to, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and records of services provided. Grantee agrees to pay a properly submitted and supported invoice within thirty (30) days of Grantee's receipt of said invoice.

C. Withholding Payment. Grantee may withhold or delay any payment if Contractor fails to comply with any provision of this Agreement.

IV. TERM

This Agreement shall be considered to have taken effect on July 1, 2019 ("Effective Date") and shall terminate on February 28, 2023, unless otherwise sooner terminated as provided in this Agreement; provided, however, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

V. TERMINATION

A. For Convenience. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice given the other party.

B. For Termination of the BSCC Agreement. In the event of the termination of the BSCC Agreement, this Agreement shall immediately terminate.

VI. REPORTS

Unless otherwise agreed upon by Grantee and Contractor, Contractor shall submit monthly reports to Grantee. Such reports shall be on a form acceptable to, or provided by, Grantee and shall include such information as may be required by Grantee, including, but not limited to, the actual costs of providing Contractor's services and descriptions of performance objectives and outcomes. Such reports shall be received by Grantee no later than fourteen (14) calendar days following the end of the month being reported.

VII. INSURANCE

A. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company admitted to do business in California, rated "A," Class X, or better in the most recent Best's Key Insurance Rating Guide, and approved by Grantee:

1. Commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than One

Million Dollars (\$1,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2. Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence for bodily injury and property damage.
3. Workers' compensation insurance as required by the State of California. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against Grantee, its officers, agents, employees, and volunteers arising from work performed by Contractor for Grantee and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.
4. Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence and aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retro date shall be prior to the start of the contract work. Contractor shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

B. Endorsements. The commercial general liability insurance policy and business automobile liability policy shall contain or be endorsed to contain the following provisions:

1. Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor."
2. Notice: "Said policy shall not terminate, be suspended, or voided, nor shall it be cancelled, nor the coverage or limits reduced, until thirty (30) days after written notice is given to City of Costa Mesa."
3. Other insurance: "The Contractor's insurance coverage shall be primary insurance as respects the City of Costa Mesa, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

C. Coverage Not Affected. Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of Costa Mesa, its officers, officials, agents, employees, and volunteers.

D. Applies Separately. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

E. Deductible or Self Insured Retention. If any of such policies provide for a deductible or

self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by Grantee. No policy of insurance issued as to which the Grantee is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

F. Certificates of Insurance. Contractor shall provide to Grantee certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by Grantee, prior to performing any services under this Agreement.

G. Non-Limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

VIII. INDEMNIFICATION

Contractor agrees to defend, indemnify, hold free and harmless Grantee, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against Grantee, its elected officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against Grantee, its elected officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of Grantee for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of Grantee.

IX. MISCELLANEOUS

A. Representatives. The City Manager or his or her designee shall be the representative of Grantee for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of Grantee, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor's representatives for purposes of this Agreement shall be Hether Benjamin and Ronnetta Johnson, who both shall be individually authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

B. Project Managers. Grantee shall designate a Project Manager to work directly with Contractor in the performance of this Agreement.

Contractor's Project Manager for purposes of this Agreement shall be Hether Benjamin, who shall represent it and be its agent in all consultations with Grantee during the term of this Agreement. Contractor's Project Manager or designee shall attend and assist in all coordination meetings called by Grantee. Contractor shall not change its Project Manager without prior written approval from Grantee.

C. **Notices.** Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: (a) at the time of delivery if such communication is sent by personal delivery, and (b) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

Waymakers
1221 E. Dyer Rd., Suite 120
Santa Ana, CA 92705
Tel: (949) 250-0488
Attn: Hether Benjamin

IF TO GRANTEE:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Tel: (714) 754-5395
Attn: Ed Everett

Courtesy copy to:

City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Attn: Finance Dept. | Purchasing

D. **Governing Law.** This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

E. **Assignment.** Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without Grantee's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for immediate termination of this Agreement. Regardless of Grantee's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

F. **Independent Contractor.** Contractor is and shall be acting at all times as an independent contractor and not as an employee of Grantee. Contractor shall have no power to incur any debt, obligation, or liability on behalf of Grantee or otherwise act on behalf of Grantee as an agent. Neither Grantee nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its agents or employees are in any manner agents or employees of Grantee. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold Grantee harmless from any and all taxes, assessments, penalties, and interest asserted against Grantee by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold Grantee harmless from any failure of Contractor to comply with the applicable worker's compensation laws. Grantee shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to Grantee from Contractor as a result of Contractor's failure to promptly pay to Grantee any reimbursement or indemnification arising under this paragraph.

G. **Confidentiality.** Contractor shall maintain the confidentiality of all records, including

charts and any audio and/or video recordings, in accordance with all applicable federal, state and local regulations, as they now exist or may hereafter be amended or changed.

1. Contractor acknowledges and agrees that it shall be responsible for obtaining written consent for the release of information from all persons served by Contractor pursuant to this Agreement. Such consents shall be obtained in accordance with applicable federal and state regulations.
2. In the event of a collaborative service agreement between Contractor and another provider, Contractor acknowledges and agrees that it is responsible for obtaining releases of information, from the collaborating agency, for clients receiving services through such collaborative agreement.

H. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to Grantee may be subject to public disclosure as required by the California Public Records Act (California Government Code section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code section 6254.7, and of which Contractor informs Grantee of such trade secret. Grantee will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. Grantee shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

I. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code sections 81000, *et seq.*) and Government Code section 1090.

J. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

K. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

L. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

M. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

N. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

O. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

P. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

Q. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:
WAYMAKERS

Ronnetta Johnson
Signature

Ronnetta Johnson, Exec. Dir.
[Name and Title]

Date: 3/3/2020

95.3167866
Social Security or Taxpayer ID Number

GRANTEE:
CITY OF COSTA MESA

Lori Ann Farrell Harrison
Lori Ann Farrell Harrison
City Manager


Date: 3/16/20

ATTEST:

Brenda Green 3/20/2020
Brenda Green
City Clerk




APPROVED AS TO FORM:



Kimberly Hall Barlow
City Attorney

Date: 3/11/20

APPROVED AS TO INSURANCE:



Ruth Wang
Risk Management

Date: 3/4/2020

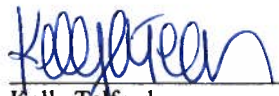
DEPARTMENTAL APPROVAL:



Bryan Glass
Acting Chief of Police

Date: 030920

APPROVED AS TO PURCHASING:



Kelly Telford
Finance Director

Date: 3/4/2020

EXHIBIT A
BSCC AGREEMENT

EXHIBIT B
SCOPE OF SERVICES

WAYMAKERS JUVENILE DIVERSION SERVICES

A. STATEMENT OF WORK

Grantee seeks to be part of a positive reform to address alternatives to law enforcement “over-handling” low-risk offenders by petitioning youth into the formal juvenile justice system. Contractor’s Juvenile Diversion seeks to reduce recidivism by strengthening protective factors in families, limiting the impact of juvenile crime upon the community, repairing the harm done to a victim and/or community, easing administrative duties of law enforcement and juvenile courts, promoting a positive perception of law enforcement in the community, and assisting in effectively managing the resources required to deal with low-level offending youth. Contractor will address violence prevention and intervention for youth ages 8-18 and their families and provide assistance to victims in the aftermath of crime. Juvenile Diversion is a short-term, solution-focused, restorative justice model designed to work in collaboration with law enforcement, local schools, victims and the community to divert low-risk youth from the juvenile justice system. It involves the youth, their families, victims, community, and police department in a positive, effective, and structured approach to delinquency problems to prevent the over-handling of low-risk offending youth.

B. RESTORATIVE JUSTICE COMPONENTS

1. Therapeutic and Evidence Based Services: Youth ages 8-18, families and victims have access to professional therapeutic and evidenced based services and restorative justice components that are brief (12-16 weeks).

2. Victim-Offender Mediation: Contractor’s Restorative Justice Team brings together the victim and youthful offender, along with their selected support people, to discuss the offense, the factors that may have contributed to the behavior and to explore possible ways to repair the harm. This is an opportunity to engage the victim in the process by empowering them to determine their own solutions for addressing harm as well as a chance for the youth to admit guilt, take responsibility, express remorse, and develop an understanding of the impact that their behavior has had upon others. It is also an opportunity for the youth to make amends and move forward in a positive direction.

3. Community Reparative Board- Peer Court: Contractor partners with the Orange County Constitutional Rights Foundation to assist with Peer Court which is a youth driven Community Reparative Peer Court serves as a deterrent, consequence, and educational opportunity for everyone in attendance. Peer Court is about the “process” and the uncertainty that arises from a jury of the minors’ peers deciding upon a case outcome makes Peer Court authentic.

4. Professional Individual and Family: The goal is to reduce risk factors and increase protective factors to promote more adaptive functioning in the youth and/or family and intervene early in the process of problem development to promote responsible law-abiding behavior in youth. It is in this component of the intervention that underlying family dynamics that contribute to the youth’s acting-out behavior are directly addressed and modified.

5. Case Management Services: Diverted youth receive multi-disciplinary, one-on-one case management services to assess for risk and protective factors of behaviors that indicate risk for further juvenile delinquency, identify needs, and provide referral and linkage to local community resources to fill those needs.

6. Community Service and Restitution: Youthful offenders are required to take responsibility for their actions. This may be accomplished through monetary payments to compensate the victims or the community for the losses they incurred and/or through performing volunteer community service work as a meaningful consequence. Youth are far less likely to harm a community when they feel connected. By participating in the accountability components, youth gain a sense of accomplishment; learn job skills, and develop a sense of responsibility for themselves and their community.

7. Career and Education Support Services: Youth are assisted with development of employment “soft skills,” such as resume development, building interviewing experience, practicing proper social etiquette while on the job, appropriate wardrobe, and certifications to encourage the youth to seek competitive employment as needed. Youth and their parents may also be linked with resources for the completion of general education requirements such as tutoring assistance, resources to apply for an individualized education plan, or attaining a GED if applicable.

8. Legal Awareness Workshop: The Legal Awareness Workshop (LAW) increases the youth’s understanding of how continued delinquent acts will be handled by the legal system, and helps them to realize the consequences of their behavior. Parents and youth receive education regarding skill development in the areas of family communication, decision making and problem solving in order to protect against further acting out and to promote more adaptive and positive behaviors. Finally, parents are educated about effective parenting, limit-setting skills, and behavior contracting.

9. Common Sense Parenting: Parenting skills training focuses on parent-adolescent interactions. The goal is to help parents avoid ineffective parenting responses by learning effective ways of communicating with their youth and managing their behavior. Parents are also taught strategies to cope with the challenges that come along with the teenage years, including conflict resolution, establishing and maintaining appropriate boundaries, and techniques for age appropriate discipline.

10. Drug and Alcohol Education Groups: Education and awareness groups are offered to youth that have been identified as high-risk for substance abuse. The groups help the youth increase their awareness of the reasons for and consequences of drug and alcohol use, aid in recognition of dangerous behavior patterns and provide resources for young people to learn effective problem-solving skills. The parent session focuses on education about signs and symptoms of drug/alcohol use and abuse, impact on the family, and solution and resources for intervention.

11. Anger Management Groups: The Anger Management Group was designed to

educate and provide youth with the skills needed to express anger safely and effectively. Youth identify the role of anger in their lives, understand the triggers underlying their anger, and develop healthy coping and problem-solving skills.

12. Empowerment Through Alternative Education Service Learning Project: Contractor partners with the University of California Irvine (UCI) and Chapman University to offer the Empowerment Through Alternative Education program for at-risk youth to obtain community service hours through interactive learning activities with college students. College students are teaching and engaging at-risk youth participants through interactive workshops with activities and discussions about empowerment, job search strategies, education transitions, financial tips, resume building, self-help, time management, and goal planning. Participants incorporate presentation skills by conducting mock workshops to each other based on what they've learned.

13. Truancy Reduction Intervention Program (TRIP): Parents and teens attend together, to focus on increasing decision-making skills and learn about truancy and the law. Education is provided on parenting techniques, effective behavioral contracting and understanding the impact of education on one's future.

14. Social Skills Group: Youth identify areas of strength and areas for improvement in their social skills. The primary purpose of this group is to teach and model basic social skills, such as positive communication, turn-taking, and problem solving.

15. Decision-Making Group: Youth examine their decision process and learn positive decision-making skills so that they can exercise better judgment in the future.

C. OPERATIONS

1. Contractor shall maintain regularly scheduled service hours Monday through Friday 9:00 a.m. – 6:00 p.m. throughout the year and maintain the capability to provide services in the evening hours and on weekends in order to accommodate youth and families unable to participate during regular business hours.

2. Contractor shall coordinate referrals with each approved participating Police Department and provide an assessment to ensure that all youth and/or their families are given access to the most appropriate level and type of services.

3. Contractor shall provide services within the approved Police Departments or in a community location agreed upon by the Contractor and Grantee.

4. Contractor shall collect and input all data from each participating Police Department about characteristics and progress of the clients into a Data Collection System or other database as mandated by the BSCC and/or Grantee.

D. STAFFING

1. Contractor shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours work per week.

DIRECT PROGRAM	<u>FTEs</u>
Licensed Clinical Supervisor	0.40
Diversion Supervisor	0.40
Diversion Counselor	1.0
Diversion Specialist	1.0
Mediator/Case Coordinator	.15
TOTAL FTEs	2.95

2. Contractor shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. Whenever possible, bilingual/bicultural staff should be retained to meet the needs of those being served.

3. Contractor shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect to the Agreement, which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

4. Contractor shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist the Contractor and Grantee to be in compliance with the BSCC Agreement, prevailing standards of practice and State and Federal regulatory requirements.

5. Contractor shall provide ongoing supervision throughout all shifts to all staff, albeit paid or unpaid, direct line staff or supervisors/directors, to enhance service quality and program effectiveness. Supervision methods should include debriefings and consultation as needed, individual supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor who has extensive knowledge regarding mental health issues.

E. CONTRACTOR’S DUTIES AND RESPONSIBILITIES

Contractor’s staff will provide the following services:

1. **LICENSED CLINICAL SUPERVISOR**

A Licensed Clinical Supervisor will provide clinical oversight for program staff, training, treatment planning approval, efficacy to evidence based models and crisis intervention support.

2. DIVERSION SUPERVISOR

a. A Diversion Supervisor will provide program oversight, process referrals, coordinate in-service training, coordinate the Peer Court sessions, collect and analyze data, and monitor outcomes based on the work plan under this Agreement.

b. A Diversion Supervisor will provide monthly/quarterly reports to the Grantee reflecting referral data, client demographics, component completion and any other statistics related to the program as required by the Agreement or as requested by Grantee.

c. A Diversion Supervisor will meet with Grantee on a regular basis to discuss program activities and on-going identification of needs.

3. DIVERSION COUNSELOR

a. A Diversion Counselor will contact the family by phone within 5 days of receiving the referral to schedule a clinical assessment intake. The assessment will determine the needs of the youth and the family as well as the appropriate level of intervention and resources needed. Referrals may be made to outside resources if deemed appropriate.

b. When an assessment intake is complete the Diversion Counselor reviews all relevant issues, problems and needs with the youth and family. On-going counseling and/or specialized groups are scheduled on a case-by-case basis determined by information gathered in the assessment.

c. Realistic and appropriate treatment goals are established with the family and intervention effectiveness measured against the work plan objectives. Counselors may terminate a case depending on the accomplishment of specified work plan objective.

4. DIVERSION SPECIALIST

a. A Diversion Specialist will contact the family by phone within 5 days of receiving the referral to schedule an orientation and case management intake.

b. A Diversion Specialist will coordinate workshops, community service learning projects and victim restitution and collect any fee payments from the family. When payment is made, a receipt will be issued and a paper trail tracked for deposit. Any payments to a victim will be made by the CONTRACTOR.

5. MEDIATOR/CASE COORDINATOR

a. A Mediator/Case Coordinator will contact the family by phone within 5 days of receiving the referral to schedule an appointment to discuss mediation.

b. A Mediator/Case Coordinator will lead any mediation with support from the Diversion Counselor and Specialist.