

**COUNTY OF CUMBERLAND, MAINE  
INDEPENDENT CONTRACTOR AGREEMENT**

THIS AGREEMENT is hereby entered into by Cumberland County, Maine, a body corporate and politic organized under the laws of the State of Maine with a mailing address of 142 Federal Street, Portland, Maine 04101 (the "County") and Restorative Justice Institute of Maine, with a mailing address of 26 South Street, Biddeford, ME 04005 (the "Contractor").

WHEREAS, the County is in need of a restorative justice practitioner to deliver restorative justice sessions in conjunction with the County's prosecution of criminal offenses committed within the County; and

WHEREAS, Contractor is specially trained in restorative justice techniques and practice and desires to provide such services to the District Attorney's Office as required in its criminal case resolutions.

NOW THEREFORE, for and in consideration of the mutual covenants and promises contained herein, the parties hereto agree as follows:

1. Services. Contractor is being retained to provide Restorative Justice consultation and services as outlined in more detail in Addendum 1 attached hereto (hereinafter the "Services"). Contractor may determine the hours of and location in which to perform the Services provided. The Services may be performed on a part-time basis and the Contractor may engage in other business activities provided, however, that the goals and objectives of the Services are being met to the satisfaction of the County. The County retains the right to monitor, inspect, or stop the work of the Contractor to assure its conformity with this Agreement. Contractor shall not, under any circumstances during the course of providing the Services, engage in or otherwise perform activities that would constitute the practice of law as is more particularly defined in 4 M.R.S. § 807.

2. Term. Contractor shall perform the Services as outlined in Paragraph 1 of this Agreement beginning on June 1, 2023, and continuing until December 31, 2023 unless earlier terminated in accordance with the provisions of Section 9, below (hereinafter the "Term").

3. Payment. County shall pay Contractor a fee of \$11,666 for the Services, payable to Contractor in monthly (7) installments billable at \$100 per referral for Zoom Circle Participants and \$130 per referral for In Person Circle Participants. All bills must be for services rendered, no more than 60 days from date of services. All invoices will be paid within a timely manner.

The Fee shall be the sole and exclusive form of compensation provided to the Contractor in exchange for the performance of the Services. Payment of the Fee shall only be made upon submission of a complete Form W-9 and an invoice in a form acceptable to the County. Contractor shall be solely responsible for payment of all federal, state and local taxes and contributions to Social Security and Medicare with respect to Contractor and his/her employees. The Contractor shall assume all expenses incurred by them in connection with the performance of the Services and

the County shall not be responsible for payment of any expenses incurred in connection with the Services, other than the fee which is specified in this Paragraph, including but not limited to any benefits offered to the County's employees.

4. Control. Contractor shall have sole discretion to determine the method, details, and means of performing the Services outlined in Paragraph 1. Contractor shall, at Contractor's sole expense, employ such individuals as Contractor deems necessary and provide all materials, equipment and supplies Contractor deems necessary to perform the Services.

5. Employment Relationship. Contractor is an independent contractor. Nothing in this Agreement shall be deemed or interpreted to make Contractor an officer, agent, employee, or representative of the County. Contractor shall have no authority, express or implied, to bind or commit the County to any agreements of other obligations unless specifically authorized in writing Contractor understands and agrees that they and all of their employees are not employees of the County and are not entitled to benefits of any kind or nature to which employees of the County are normally entitled, including, but not limited to, unemployment compensation, workers compensation, group health insurance, disability coverage, retirement contributions, and paid time off.

6. Release of Liability. Contractor shall indemnify and hold harmless the County and its officers, agents, and employees from any and all claims, demands, loss, damages, or expenses of any nature whatsoever, which may be incurred by reason of death or bodily injury to person, injury to property, unauthorized practice of law or other form of legal or professional malpractice, or any other loss, damage or expense sustained by the Contractor, any person, firm or corporation employed by the Contractor, or any other person involved in the receipt or provision of Services provided by the Contractor under this Agreement, except for liability for damages referred to above which result from the sole negligence or willful misconduct of the County, its officers, employees, or agents. The Contractor, at his sole expense, cost, and risk, shall defend any and all actions, suits, or other proceedings that may be brought or instituted against the County, its officers, agents, or employees on any such claim, demand, or liability and shall pay or satisfy any judgment that may be rendered against the County or its officers, agents, or employees in any action, suit, or other proceedings as a result thereof. Under no circumstances shall this Paragraph 6 be construed to waive or otherwise limit any of the defenses, immunities, or limitations of liability available to the County under the Maine Tort Claims Act, 14 M.R.S. § 8101, et seq., or other applicable law. The provisions of this section shall survive the term of this Agreement indefinitely.

7. Insurance. Contractor may be required to procure and maintain certain insurance coverage as may be necessary and appropriate for the Services to be provided, including, but not limited to, comprehensive general liability insurance, automobile liability insurance, professional liability insurance and workers compensation insurance or proof of eligibility for a waiver thereof. Such types and amounts of insurance shall be determined by the County Manager and must be in a form mutually acceptable to both parties. Contractor shall provide certificates of insurance to the County upon request and shall name the County as additional insured on such policies to the extent required by the County.

8. **Assignment.** This Agreement may not be assigned without the prior written consent of the County.

9. **Termination.** The County and Contractor may terminate this Agreement at any time by serving written notice on the other party through mail, in person or by electronic delivery. Notice shall be deemed given when received or three days after the date of mailing by USPS, whichever is sooner. If at any time the Contractor fails to comply with the provisions of this Agreement, the County shall have the right to terminate this Agreement immediately with written notice and shall not be responsible to pay any remaining amounts due under this Agreement. In the event the County gives notice of termination without cause prior to the end of the Term, the County shall compensate Contractor the prorated portion of the Fee due as of the last payroll date of the month in which notice of termination is given by the County. In the event Contractor gives notice of termination to the County prior to the end of the Term, the County shall compensate Contractor the prorated portion of the Fee due as of the last payroll date of the month in which notice is given, provided that Contractor continues to provide Services through such payroll date. In the event Contractor gives notice of termination to the County prior to the end of the Term, and ceases to provide Services prior to the last payroll date of the month in which notice is given, the County shall not be responsible to pay any remaining amounts due under this Agreement for Services not rendered.

10. **Notices.** Any notice, demand, or request with respect to this Agreement shall be in writing and shall be effective only if it is delivered by personal service or mailed, certified mail, return receipt requested, postage prepaid, to the address set forth above. Such communications shall be effective when they are received by the addressee; but if sent by certified mail in the manner set forth above, they shall be effective five (5) days after being deposited in the mail. Any party may change its address for such communications by giving notice to the other party in conformity with this section.

11. **Severability.** If any provision of this Agreement shall be found invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to reasonably effect the intent of the parties.

12. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements or understandings, inducements or conditions, express or implied, written or oral, between the parties.

13. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Maine without regard to its choice of law principles.

[SIGNATURE PAGE TO FOLLOW]

The parties have executed this Agreement as of this DATE:

CONTRACTOR:

DATE: 5/26/23

Daley Phillip

DISTRICT ATTORNEY:

Date:

JAS

5/30/23

COUNTY MANAGER:

DATE:

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## **ADDENDUM 1**

### **Basic Description of the YAD Program.**

The Young Adult Diversion Program (YADP) is a Restorative Justice Peer-Led Circle Dialogue for young people (ages 18 through 25), that have been charged with Class C, D, and E misdemeanors. We have also received some civil cases and some low-level felonies. It is our plan for the future to include some victim-offender mediation into our process as well.

The YADP is a Peer-Led Circle Process developed by RJIM where facilitators ask a series of open-ended questions about the harm that occurred. This encourages self-reflection and healing, taking accountability, and gaining a sense of community responsibility. These processes help individuals talk about strategies to improve collective and self well-being. We utilize systems-level thinking to reflect upon the harm that occurred and why it happened. This process opens up deep conversations around the 7 life areas (Transportation; Mental Health/Substance Use Disorder; Identification/Immigration; Housing; Healthcare; Education, Employment, and Training), and identifies a path for care navigation.

#### **Process:**

**Before the Circle:** Facilitators onboard participants, review their referral paperwork, give an overview of the program, and schedule the participant to join one of the scheduled Circles for the month. There will be up to four Circles held each month, 1-2 Circles will be held in-person per month. Circles will be held in person or over zoom, depending on the participants.

**During Circle:** Our circles take 2 hours from start to finish. The main focus of the circle is to foster a safe, honest environment for participants to share their experiences with their charges. Participants will address and take accountability for harms done, find ways to repair and grow from their experiences, and, towards the end, get connected to support and resources they need to move forward.

**After Circle:** One hour is reserved for follow up: reviewing other requirements regarding an individual's charge, and writing a letter of completion. Many of our participants also request some sort of support or follow up, which is included in this total. Circles will be scheduled ahead of time on pre-set days/times.

#### **Cost Structure:**

- **For Zoom Circles:** hourly rate for facilitators (including wages, benefits, and payroll tax) X 2.25 hours to process fully + RJIM admin costs . This totals approximately \$100 per referral .
- **For In-Person Circles:** the above costs + travel, meeting space fees, etc. This totals approximately \$130 per referral.

#### **Between June 1, 2023 and December 1, 2023:**

- For a contract of \$11,666 RJIM can complete up to **116** referrals for circles via Zoom.
- For 1-2 Circles per month in-person and the rest by Zoom, for a contract of \$11,666 RJIM can complete up to **89** referrals.

- *RJIM may combine these types of circles with respective costs at their discretion with the total amount not to exceed \$11,666 and the total number of those served aligned with the type of circle performed, and clearly indicated on the invoices sent for payment to the DA's office.*

Our intention is that the process for all participants would be completed within one month of the referral

We agree that facilitators will not discuss with participants any legal outcomes resulting from participating in the RJIM YAD Program.

All information from the YADP will be confidential.

The complete process for all participants will be completed within 6 weeks including all data updated in the google drive.

## ADDENDUM 2



### **The data is clear: diversion programs work.**

Young adults have the ability to avoid the stigmatizing and criminogenic effects of experiencing the criminal justice system. Our restorative justice program offers young adults the opportunity to face their charges and address their experiences in an open, honest way. This program will also alleviate courts and police departments of lower charge offenses, provide better outcomes compared to the direct involvement of the court system, as well as an opportunity for a young person to take accountability and change at this critical time in their lives.

- DA offices save time and money
- Defense attorney demand is alleviated
- The criminal justice system experiences lower reoffense rates
- Young adults experience greater connection and the benefits from not having a criminal record
- Communities benefit from greater interconnection and an increased sense of security

Restorative justice practices contribute to significantly lowered rates of recidivism, ESPECIALLY in young adults.

- Nationally, youth diversion programs have consistently proven to be more effective in reducing future contact with the criminal legal system compared to conventional prosecution.
- Young people who are affected by the system are 70% more likely to offend again by age 25, and their crimes are likely to be more serious, carrying longer punishment periods than those that go through diversion programs .
- A 2017 study on youth incarceration and recidivism rates has shown that the more time a young person spends in detention, the more likely they are to reoffend.

### ***What is the process?***

Our process is simple. District Attorney's will refer participants to the YADP for a diversion process. Our referrals include those who have been charged with Class C, D,

and E misdemeanors, we have also received some civil cases and some low-level felonies.

Next, we contact the individuals who have agreed to participate in our process, and we explain to them how the process will unfold. We schedule them for a restorative justice

circle meeting that will include other participants. Individuals also get connected to supports depending on their needs, and do follow ups as necessary.

**Before the Circle:** Facilitators onboard participants, review their referral paperwork, give an overview of the program, and schedule the participant to join one of the scheduled Circles for the month. There will be four Circles held each month, 1-2 Circles will be held in-person per month. Circles will be held in person or over zoom, depending on the participant.

**During Circle:** Our circles take 2 hours from start to finish. The main focus of the circle is to foster a safe, honest environment for participants to share their experiences with their charges. Participants will address and take accountability for harms done, find ways to repair and grow from their experiences, and, towards the end, get connected to support and resources they need to move forward.

**After Circle:** One hour is reserved for follow up: reviewing other requirements regarding an individual's charge, and writing a letter of completion. Many of our participants also request some sort of support or follow up, which is included in this total.

### **Outcomes:**

- **Reduced recidivism:**
  - Studies have shown that young adults who participate in restorative justice programs are less likely to reoffend compared to those who go through traditional court proceedings.
- **Reduced and time cost:**
  - Oftentimes, there are considerable costs beyond just participants in creating a diversion program, RJIM has already developed and implemented a diversion program with successful outcomes, and are willing to save time and energy for the district attorney's office by taking on referrals for them.
- **Public Safety:**
  - The YADP can help create healthier and safer communities by putting less strain on resources like public safety systems (police, emergency services) and hospitals.

- **Enhanced Reputation:**
  - **By successfully diverting participants and reducing recidivism rates, the DAs office has an opportunity to increase public trust in the criminal legal system.**

## **ADDENDUM 3**

### **RJIM: Young Adult Diversion Program**

#### **What is Restorative Justice?**

Restorative Justice (RJ) is the building, maintaining, and repairing of relationships in order to form a more healthy, supportive, reflective, and inclusive community. When harm occurs, RJ provides an opportunity for the person who caused harm to take accountability for their actions, and for the person who was harmed to be able to tell their story, be heard, and experience accountability in action. These circles do not always need to include the person who was harmed and can often include community members and peers.

#### **Young Adult Diversion Program (YADP)**

The Young Adult Diversion Program (YADP) is a Restorative Justice Peer-Led Circle Dialogue for young people (ages 18-26), that have been charged with Class C, D, and E misdemeanors, we have also received some civil cases and some low-level felonies. It is our plan for the future to also include some victim-offender mediation into our process as well.

The YADP is a Peer-Led Circle Process developed by RJIM where facilitators ask a series of open-ended questions about the harm that occurred. This encourages self-reflection and healing, taking accountability, and gaining a sense of community responsibility. These processes help individuals talk about strategies to improve collective and self well-being. We utilize systems-level thinking to reflect upon the harm that occurred and why it happened. This process opens up deep conversations around the 7 life areas (Transportation; Mental Health/Substance Use Disorder; Identification/Immigration; Housing; Healthcare; Education, Employment, and Training), and identifies a path for care navigation.

During our circles, RJI facilitators build relationships with each participant by sharing their own lived and living experiences. We find that this allows our participants to feel safe and secure, and with this added trust, they are able to open up during the circle process. Often, these young people come into a circle scared, anxious, and distant. There is a beautiful transition that takes place during our circle, and by the end of our session, they have opened up and often state that they felt heard for the first time.

Our follow up process consists of a check in with each participant one on one, assisting with resources in their area of need, and connecting these young people with ways to give back to their community. Often, we see young people coming to us during and after the circle process seeking ways of healing communities of the harm that they caused, no matter how minor the effects were. YADP facilitators are connected with a variety of resource options for these young people, in all 7 life areas (as noted above), and will continue to support this young person after the process and as they start their care navigation.

## **Stories of Success**

One incident, three young men broke a window of a church to go in and ring the bell. They were consuming alcohol at the time of the incident. All three young men reached out to the program lead individually after participating in our program expressing the desire to connect with their community and repair the harm they caused. We were able to connect them with the church owner, and the three young men volunteered their time to go to the church and do yard work, plant flowers, and help with minor repairs. Two of the three young men still volunteer their time at the church, and all three found a relationship with God.

There was a young woman who was charged with theft. During our circle process, she felt safe enough to share that she suffered with substance use disorder and really wanted to get clean. After the circle, we immediately reached out to her, and we were able to assist her with obtaining a sponsor, a ride to NA meetings, and providing resources to treatment options. Today, she has 8 months clean, and is facilitating NA meetings in her community, helping others who are struggling.

Our work doesn't stop once the circle is over and the letter of completion is sent. We follow up with the resources that build connections for the participants to engage with their communities, resulting in positive outcomes and changed behaviors, as well as building their self-worth.

### **Young Adult Diversion Program Steps:**

In summary, here is an outline of the steps the YADP encompasses:

- YADP referral received from the DA's office
- calls/texts to person referred to invite into the program
- materials sent to person referred
- date of upcoming circle confirmed with person referred
- circle takes place
- "care navigation," including connection with resources for 7 life areas, occurs, as well as suggestions on ways to give back to community
- 1:1 follow up with person referred
- letter of completion sent to DA's office and person referred

We envision this process being completed within 1 month of when RJIM receives each referral.