

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

375



**FROM:** Probation Department

**SUBMITTAL DATE:**  
August 8, 2016

**SUBJECT:** Approve and Execute the Agreement with California Forward for Justice System Change Initiative Assistance and Consultation Without Seeking Competitive Bids [All Districts]; [Total \$235,750; 100% County Contingency Fund]

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

1. Approve and execute the Agreement with California Forward for Justice System Change Initiative Assistance and Consultation not to exceed \$235,750 for one year, without seeking competitive bids;
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of funding and as approved by County Counsel to: sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10%; and
3. Approve and direct the Auditor-Controller to make budget adjustments as outlined in the attached Schedule A for Fiscal Year 2016/17.

**BACKGROUND:**

**Summary**

(Continued on Page 2)

**FISCAL PROCEDURES APPROVED**  
PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Esteban Hernandez 9/1/16

Mark A. Hake  
Mark A. Hake  
Chief Probation Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 196,458	\$ 39,292	\$ 235,750	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 196,458	\$ 39,292	\$ 235,750	\$ 0	

**SOURCE OF FUNDS:** County Contingency 100%  
Budget Adjustment: Yes  
For Fiscal Year: 16/17 & 17/18

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

APPROVE

County Executive Office Signature

BY: Elizabeth J. Olson  
Elizabeth J. Olson

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
BY: KARIN ATTS-BAZAN DATE: 8/19/16

Departmental Concurrence

Lisa Brandt  
Lisa Brandt, Director  
Purchasing and Fleet Services

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

Prev. Agn. Ref.: 03/16/14, 3-4  
03/01/16, 16-2

District: ALL

Agenda Number:

3-78

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve and Execute the Agreement with California Forward for Justice System Change  
Initiative Assistance and Consultation Without Seeking Competitive Bids [All Districts]; [Total  
\$235,750; 100% County Contingency Fund]**

**DATE: August 8, 2016**

**PAGE: 2 of 4**

**BACKGROUND:**

**Summary (continued)**

California Forward is an independent, bipartisan, governance reform organization that promotes political, fiscal and organizational change initiatives to improve the impact of public programs.

On March 18, 2014, the Board of Supervisors approved agenda item 3-4, that directed the County Chief Executive Officer to send California Forward's Partnership for Community Excellence a letter indicating the County's support for working with California Forward on the Justice System Change Initiative (J-SCI). This initiative aims to build a culture for data-based decision making that includes regular evaluation, reduced reliance on incarceration by implementing alternatives that have proven successful, and exploring ways to improve public safety outcomes especially reduced rates of recidivism.

Riverside County has been working with the California Forward J-SCI team for the past two years. A steering committee was created and Chief Probation Officer Mark A. Hake was selected to chair. Partner agencies include the Sheriff's Department, District Attorney's Office, Law Offices of the Public Defender, Probation Department, Riverside University Health System – Behavioral Health and Public Health Departments, and the County Executive Office. The work began with interviews of county leaders and department heads from the full spectrum of justice agencies, health and human service agencies and the county executive office. The issue of greatest concern was jail overcrowding, and related conditions of confinement for mentally ill populations and those hospitalized for mental and physical health issues. County leaders developed goals with the J-SCI team to develop and build capacity for data-driven practices; reduce the use of incarceration for low-risk offenders through effective systemic and programmatic alternatives; and direct resources to cost-effective mechanisms for maintaining public safety.

The work focused on three areas: 1) engaging the Probation Department in system improvements that advance both department goals and positively impact challenges facing the jail; 2) conducting a jail utilization study to provide a portrait of jail usage that will hone and guide system improvement efforts; and 3) work with the Riverside University Health System – Behavioral Health (RUHS-BH) to build treatment and service capacity as alternatives to incarceration and consequently, reduce recidivism.

On March 1, 2016, the Board of Supervisors approved agenda item 16-2, that included a report of the significant progress that has been made in Riverside County through the partnership with California Forward's Justice System Change Initiative; approving, in concept, the eight recommendations contained in the Jail Utilization Report to help address the challenges facing Riverside County's criminal justice system; and directing the Executive Office to work with impacted departments to develop strategies for implementation, including reporting on the implementation progress every six months. Many of the opportunities mentioned in the report involve practice and policy changes that can be quickly implemented with modest investments that generate near-term cost savings. Other solutions require a more significant investment that, if implemented correctly, would yield more substantial cost-savings or cost avoidance while reducing recidivism and jail usage.

In order to continue the positive momentum that has been built over the last two years, California Forward and County staff have designed a scope of work to provide the next level of assistance to the steering committee, work groups, and J-SCI team to pursue a new set of objectives, which includes: 1) evolving the steering committee as the essential mechanism for leading and implementing system change, which requires multiple government agencies to work from shared knowledge and goals, and coordinate their activities to deliver results that they cannot produce individually; 2) help the county to tap into the Jail Utilization Study and probation data to design, deploy and monitor initiatives intended to reduce unnecessary incarceration, control costs and improve results; and 3) facilitate peer-to-peer learning opportunities to share information and solutions within Riverside County and across California Forward's J-SCI sites, and disseminate successes via Riverside's internal communications and public venues.

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve and Execute the Agreement with California Forward for Justice System Change  
Initiative Assistance and Consultation Without Seeking Competitive Bids [All Districts]; [Total  
\$235,750; 100% County Contingency Fund]**

**DATE: August 8, 2016**

**PAGE: 3 of 4**

As in 2014 and 2015, California Forward's multidisciplinary team will work closely together with Riverside's leadership to support the shared goals in the scope of work. California Forward's past efforts were supported by grant funding from the James Irvine Foundation, the David and Lucile Packard Foundation, and the William and Flora Hewlett Foundation. This grant funding has expired and is no longer available. Having demonstrated the significant and potential fiscal benefits of the J-SCI approach, California Forward has submitted a proposal for their services in the amount of \$235,750 from Riverside County to support their costs for the next stage of the project, which is designed to mature the organizational structure, analytic capacity, management protocols, and continuous improvement culture within Riverside County.

**Implementation Six Month Update**

In accordance with the agenda item 16-2 directive to provide an implementation progress report bi-annually, as approved by the Board of Supervisors on March 1, 2016, the collaborative agencies have achieved the following three biggest accomplishments in the last six month period:

1. Probation's increased engagement and caseload alignment with evidence-based and best practices, including the introduction of a sanctions matrix, have reduced the number of violations filed. In addition, Probation has expanded the Transitional reentry Unit (TRU) program in the jails, with two probation officers assigned to each of the three west-end county jails and one at the Indo Jail, also serving the Blythe area. 95% of TRU program participants reported to their assigned field supervision officer upon release. During the next month Probation is preparing to release a Request for Information for a Transitional and Re-Entry Facility with the goal to provide a step down custodial option or an alternative sentencing option to traditional jail custody.
2. The Step Down collaboration effort has begun with the conversion of 192 jail beds to acute and transitional mental health housing within the Larry D. Smith Correctional Facility in Banning (bringing the total number of mental health beds within all county jails to 362).
3. RUHS-BH has received approval of the 1115 Waiver Implementation Plan on July 8, 2016 by the California Department of Health Care Services and the Centers for Medicare & Medicaid Services. Approval of the 1115 Waiver will enable RUHS-BH to transform the continuum of care to align with federal and national standards mirroring a managed care system; and deliver evidenced based practices and individualized treatment services to county communities and families in need that will enhance each individual's chance at long-term recovery from the issues of alcohol and drug use.

**Impact on Residents and Businesses**

Programs that assist offenders either inside or outside the jail system and help them reintegrate into the community as healthy, law-abiding and productive citizens will benefit the community in reduced corrections and health and human services costs over time. Citizens will know that the county prudently utilizes available resources to reduce recidivism, and promote safe and livable communities.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The services to be performed by California Forward are in a not-to-exceed amount of \$235,750 for fiscal year 2016/2017. Funding for these services will be provided from the County Contingency Fund.

**Contract History and Price Reasonableness**

On March 18, 2014, the Board of Supervisors approved Agenda #3-4 to participate in a partnership with California Forward in a three-year effort to improve rehabilitation services and expand alternatives to incarceration based on data shared by participating County agencies (Sherriff's Department, Probation, District Attorney, Public Defender, and Behavioral Health), and evaluated regularly. CA Fwd applied and obtained

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve and Execute the Agreement with California Forward for Justice System Change  
Initiative Assistance and Consultation Without Seeking Competitive Bids [All Districts]; [Total  
\$235,750; 100% County Contingency Fund]**

**DATE: August 8, 2016**

**PAGE: 4 of 4**

grant funding to cover costs during this participation period of performance. The grant amount obtained was utilized to cover the costs for FY14/15 and FY15/16, and has now been exhausted.

The total costs incurred by CA Fwd in providing services to the County during FY14/15 and FY15/16 are:

<b>FY14/15</b>	<b>FY15/16</b>
\$259,569	\$246,262

With no remaining grant funding, \$235,750 is the cost requested for Fiscal Year 2016/2017. The average cost for services for this total three-year period is \$247,193.67. Subtracting the FY16/17 cost of \$235,750 from the average cost equals a cost savings of \$11,445.67 which is a 5% cost savings.

**ATTACHMENT A: BUDGET ADJUSTMENT – Schedule A attached**

**Schedule A**  
**Riverside County Probation Department**  
**California Forward**  
**Fiscal Year 2016/17**

**Decrease Appropriations:**

10000-1109000000-581000	Appropriations for contingency	\$ 196,458
-------------------------	--------------------------------	------------

**Increase Appropriations:**

10000-2600700000-525440	Professional Services	\$ 196,458
-------------------------	-----------------------	------------

# RIVERSIDE COUNTY PROBATION DEPARTMENT



MARK A. HAKE  
CHIEF PROBATION OFFICER



Date: August 2, 2016  
From: Mark A. Hake, Chief Probation Officer  
To: Board of Supervisors/Purchasing Agent  
Via: Patti Guerrero, Procurement Contract Specialist, Probation Liaison  
Subject: Sole Source Procurement; Request for California Forward (CA Fwd) Justice System Change Initiative (J-SCI) Assistance and Consultation

The below information is provided in support of my Department requesting approval for a sole source.

- 1. Supplier being requested:** CA Fwd
- 2. Vendor ID:** 133604
- 3. Supply/Service being requested:** Assistance and consultation services from CA Fwd to continue the development with the next stage of the J-SCI project.
- 4. Alternative suppliers that can or might be able to provide supply/service and extent of market search conducted:** None. This nonpartisan and nonprofit organization, CA Fwd has provided the assistance and consultation services from the beginning in 2014 of the J-SCI project for the County.
- 5. Unique features of the supply/service being requested from this supplier, which no alternative supplier can provide:** CA Fwd, a nonpartisan and nonprofit organization, efficiently and effectively drew from a small and highly talented team of experts – justice system professionals, data analyst, policy and management experts. CA Fwd has demonstrated the significant and potential fiscal benefits of the J-SCI approach.
- 6. Reasons why my department requires these unique features and what benefit will accrue to the county:** California Forward has provided substantial support to the County's Executive Steering Committee as it considered and then embraced the potential for data-informed, system-wide analysis and actions to reduce and avoid costs, reduce demands on the system, and potentially improve outcomes for individuals in the justice system, their families, and neighborhoods.
- 7. Period of Performance:** From: 08/23/2016 to 08/22/2017  
(One year)

Is this an annually renewable contract?     No     Yes

Is this a fixed-term agreement:  No  Yes

8. Identify all costs for this requested purchase. If approval is for multiple years, ongoing costs must be identified below. If annual increases apply to ongoing costs such as CPI or other contract increases, provide the estimated annual cost for each consecutive year. If the annual increase may exceed the Purchasing Agent's authority, Board approval must be obtained. (Note: ongoing costs may include but are not limited to subscriptions, licenses, maintenance, support, etc.)

Description:	FY16/17
One-time Costs:	
Personnel: CA Fwd's staffing commitment to assist the County achieve the objectives identified in the scope of work.	\$194,318
Travel & Associated Expenses: Costs of traveling to and staying within the County of Riverside to assist the ESC, J-SCI personnel and work groups. This is a not to exceed amount.	\$20,000
Administrative & Overhead/Indirect Cost: 10% additional cost for overhead, general office operations and fiscal administration.	\$21,432
<b>Total Costs</b>	<b>\$235,750</b>

**Personnel Cost Breakdown**

1. Executive Support: \$100.35 per hour at (226 hours) = \$22,679
  2. Project Lead: \$115.00 per hour at (450 hours) = \$51,750
  3. Research Consultant: \$103.50 per hour at (542 hours) = \$56,097
  4. Behavioral Health Consultant: \$100.00 per hour at (180 hours) = \$18,000
  5. Project Support: \$24.23 per hour at (468 hours) = \$11,340
  6. Communications Team: Various rates per hour (ranging from \$42 to \$73) = \$34,452
- Total = \$194,318**

9. **Price Reasonableness:** (Explain why this price is reasonable or cost effective, and if this service/commodity will be bid out in the future )

On March 18, 2014 the Board of Supervisors approved Agenda #3-4 to participate in a partnership with California Forward in a three (3) year effort to improve rehabilitation services and expand alternatives to incarceration based on data shared by participating County agencies; including the Sheriff's Department, Probation (assigned as lead agency), District Attorney, Public Defender, and Behavioral Health that is evaluated regularly. CA Fwd applied and obtained grant funding to cover costs during this participation period of performance. The grant funds have been exhausted and the amount obtained was utilized to cover the cost for FY2014/2015 and FY2015/2016.

The total costs incurred by CA Fwd in providing services to the County during FY14/15 and FY15/16 are:

FY14/15	FY15/16
\$259,569	\$246,262

With no remaining grant funding, \$235,750 dollars is the cost quoted for the Fiscal Year 2016/2017 period. The average cost for services for this total three-year period is \$247,193.67 dollars. Subtracting the FY16/17 cost of \$235,750 from the average cost equals a cost savings of \$11,445.67 which is a 5% cost savings.

**10. Projected Board of Supervisor Date (if applicable):** August 23, 2016  
(Form 11s must accompany the sole source request for Purchasing Agent approval.)

Mark A. Hake **Mark A. Hake, Chief Probation Officer** 8/2/16  
Department Head Signature (or designee) Print Name Date

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Not to exceed: \$ 235,750

One time

Annual Amount through

8/22/2017  
(Date)

Ans. Brundl  
Purchasing Agent

8/8/16  
Date

17-056  
Approval Number  
(Reference on Purchasing Documents)

List Attachments:



**PROFESSIONAL SERVICE AGREEMENT**

**for**

**California Forward Justice System Change Initiative (J-SCI) Assistance and Consultation**

**between**

**COUNTY OF RIVERSIDE**

**and**

**California Forward**



**TABLE OF CONTENTS**

<b><u>SECTION HEADING</u></b>	<b><u>PAGE NUMBER</u></b>
1. Description of Services .....	3
2. Period of Performance .....	3
3. Compensation .....	3
4. Alteration or Changes to the Agreement .....	4
5. Termination.....	5
6. Ownership/Use of Contract Materials and Products .....	6
7. Conduct of Contractor .....	6
8. Inspection of Service: Quality Control/Assurance .....	6
9. Independent Contractor/Employment Eligibility.....	7
10. Subcontract for Work or Services.....	8
11. Disputes .....	9
12. Licensing and Permits .....	9
13. Use by Other Political Entities.....	9
14. Non-Discrimination .....	10
15. Records and Documents .....	10
16. Confidentiality .....	10
17. Administration/Contract Liaison .....	11
18. Notices .....	11
19. Force Majeure.....	11
20. EDD Reporting Requirements.....	11
21. Hold Harmless/Indemnification.....	12
22. Insurance .....	12
23. General .....	15
Exhibit A-Scope of Service .....	18
Exhibit B- Payment Provisions.....	21

This Agreement, made and entered into this 23rd day of August, 2016, by and between California Forward (CA Fwd), (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, and 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 August 22, 2017, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter.

**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 \$235,750 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** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

County of Riverside Probation Department

P. O. Box 833

Riverside, CA 92502

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Agreement number (PRARC-96258-001-08/18); quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

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

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

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

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the

CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

**5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

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

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

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

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

**5.5** CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

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

Part 17). The System for Award Management (SAM) is the Official U.S. Government system that consolidated the capabilities of CCR/FedReg, ORCA, and EPLS.

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

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

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

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

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

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

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

8.1 All performance (which includes services, workmanship, materials, supplies and equipment furnished or utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the

CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

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

**9. Independent Contractor/Employment Eligibility**

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

**9.2** CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or

state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

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

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

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

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

## **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and



personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

**11. Disputes**

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

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

**12. Licensing and Permits**

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

**13. Use By Other Political Entities**

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

**14. Non-Discrimination**

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

**15. Records and Documents**

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

**16. Confidentiality**

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

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

number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**17. Administration/Contract Liaison**

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

**18. Notices**

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

**COUNTY OF RIVERSIDE**

Probation Department  
3960 Orange Street, Suite 600  
Riverside, CA 92501  
Attn: Patti Guerrero,  
Procurement Contract Specialist

**CONTRACTOR**

California Forward  
1107 9<sup>th</sup> Street, Suite 650  
Sacramento, CA 95814

**19. Force Majeure**

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

**20. EDD Reporting Requirements**

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

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

**21. Hold Harmless/Indemnification**

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

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

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

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

**22. Insurance**

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

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

**A. Workers' Compensation:**

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

**B. Commercial General Liability:**

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

**C. Vehicle Liability:**

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

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

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

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

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

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

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

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

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

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

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

**23. General**

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

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

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

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

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

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

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

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

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

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

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



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

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

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

CONTRACTOR NAME HERE

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

By:   
Name: JAMES P. MAYER  
Title: CEO

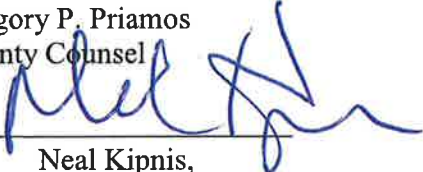
Dated: \_\_\_\_\_

Dated: 8/1/18

ATTEST:  
Kecia Harper-Ihem  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By:   
Neal Kipnis,  
Deputy County Counsel

**EXHIBIT "A"**  
**SCOPE OF SERVICE**

The Contractor in consultation with County staff, to provide support and direct assistance to the County Executive Steering Committee (ESC), work groups and the Justice System Change Initiative (J-SCI) staff to pursue the following objectives:

**I. Evolve the County Executive Steering Committee (ESC) to Coordinate Inter-agency Actions:**

The committee is the essential mechanism for leading and implementing system change, which requires multiple government agencies to work from shared knowledge and goals, and coordinate their activities to deliver results that they cannot produce individually. Contractor shall assist in the evolution of the committee in the following ways:

- a. Assist ESC to develop the procedures and culture to envision, design, oversee, and evaluate specific initiatives intended to advance the Justice System Change Initiative (J-SCI's) goals.
- b. Assist the County J-SCI team and the chair of the ESC to develop meeting plans, reports and assessment that encourage a collaborative process with the accountability for progress.
- c. Assist the County J-SCI team to develop and facilitate work groups that can craft implementation strategies, resolve cross-cutting challenges that are slowing progress, evaluate results and recommend refinements.
- d. Assist the County J-SCI team to develop analytical tools to manage programs and monitor progress, measure outcomes and results, and calculate cost avoidance and cost-benefits.

**II. Design and Implement Actions:**

Contractor shall assist the County to tap into the Jail Utilization Study and probation data to design, deploy and monitor initiatives intended to reduce unnecessary incarceration, control costs and improve results. Specifically:

- a. Assist the ESC to developing a deeper understanding of the issues and envision solutions by Exploring qualitative and quantitative data, including fiscal data to understand and control cost drivers.
- b. Assist J-SCI personnel and work groups to develop the data capacity to design, implement, monitor and evaluate specific J-SCI initiatives.

- c. Assist J-SCI personnel to develop the baseline data and a long-term data infrastructure plan to support comprehensive system change and continuous improvement, with particular emphasis on understanding and more cost-effectively addressing high need and high cost populations.

### III. Share Learnings to Multiply Benefits:

Contractor shall facilitate peer-to-peer learning opportunities to share information and solutions within the County of Riverside and across CA Fwd.'s J-SCI sites, and shall disseminate successes via the County's internal communications and public venues. Specifically:

- a. Provide outside expertise and subject experts to the project (e.g., BetaGov).
- b. Organize at least two peer-to-peer convening's and cross trainings that bring the J-SCI Counties together to learn from each other.
- c. Assist in the development of outcome reports that communicate J-SCI's results.
- d. Prepare blogs, press releases, and articles to communicate J-SCI successes.

### IV. Resources:

As in 2014 and 2015, CA Fwd.'s multidisciplinary team shall work closely together with County's leadership to support the shared goals in the scope of work. The team includes individual professionals, as well as general staff drawn on as necessary to complete tasks. The following, but not limited to, CA Fwd. personnel and divisions shall provide the resources outlined below.

- a. Executive Support, James Mayer: provide strategic leadership, guidance, management and oversight for the J-SCI project with expertise in organizational governance and management, policy development and implementation, system change and civic engagement. Shall attend approximately four site visits in Riverside County. Conduct regular calls with CA Fwd.'s J-SCI team to track progress and ensure objectives are being achieved. Oversee the production of reports and communications. Provide board – level and executive review of project management.
- b. Project Lead, Scott MacDonald: provide on-site and off-site consultation and support to County J-SCI staff, work groups, and Executive Steering Committee. Make eight to ten site visits including all ESC meetings, key work groups and meetings with project staff. Conduct regular calls with County J-SCI staff, work groups chairs and managers. Assist in coordinating training and technical assistance opportunities, including events with BetaGov to identify and launch pilots. Provide written support to J-SCI coordinator to develop reports

and communications. Assist with data analysis, refining opportunities for system change. Help coach and motivate teams to establish momentum and internal accountability. Provide periodic reports to ESC chair and executive leaders. Work closely with the research consultant and County J-SCI team to develop outcomes and indicators to evaluate and monitor the change process.

- c. Kevin O'Connell, Research Consultant: provide onsite and remote consultation and support in research design and data analysis to the J-SCI staff, workgroups, and ESC. Attend approximately five site visits including all ESC meeting, as well as regular contact with J-SCI staff work groups, and managers. Lead data and research technical assistance in support ESC goals and initiatives, to better use data to guide decisions, and track outcomes. This assistance may take the form of database specification, data visualization, or refinement of policy options using available data through research and analysis. Provide periodic reports to ESC chair and executive leaders. Work closely with Project lead and County J-SCI team to develop outcomes and indicators to evaluate and monitor change process.
- d. Kathy Jett, Behavioral Health Consultant: assist in the identification of service gaps in behavioral health and substance abuse treatment. Provide consultation in developing treatment capacity through best practice and evidence-based interventions. Provide consultation to maximize entitlement funds and grant dollars.
- e. Project Support: Provide general support to the CA Fwd J-SCI team including note taking, monitoring and tracking tasks and deadlines, and proofreading, editing and formatting reports and communications.
- f. Communications Team: Contractor's Los Angeles –based communications team develops and distributes through a wide range of media outlets, including those targeting policymakers and public administrators. The communications team shall help develop information that can be distributed internally to key elected leaders, as well as externally with key civic leaders.

**EXHIBIT "B"**  
**PAYMENT PROVISIONS**

**BUDGET:**

Description	Cost FY16/17
<u>Personnel:</u> CA Fwd's staffing commitment to assist the County to achieve the objectives identified in the scope of work.	\$194,318
<u>*Travel and Associated Expenses:</u> CA Fwd's costs of traveling to and staying within the County of Riverside to assist the ESC, J-SCI personnel and work groups. This is a not-to-exceed amount.	\$20,000
<u>**Administration &amp; Overhead/Indirect Costs:</u> 10% additional cost for overhead, general office operations and fiscal administration.	\$21,432
<u>TOTAL:</u>	<b>\$235,750</b>

**Personnel Cost Breakdown**

1. Executive Support: \$100.35 per hour at (226 hours) = \$22,679
  2. Project Lead: \$115.00 per hour at (450 hours) = \$51,750
  3. Research Consultant: \$103.50 per hour at (542 hours) = \$56,097
  4. Behavioral Health Consultant: \$100.00 per hour at (180 hours) = \$18,000
  5. Project Support: \$24.23 per hour at (468 hours) = \$11,340
  6. Communications Team: Various rates per hour (ranging from \$42 to \$73) = \$34,452
- Total = \$194,318**

\* Travel and expense claims shall substantially comply with the County of Riverside, Board of Supervisor Policy D-1.

\*\*CA Fwd does not build these costs into their hourly Personnel rates.