

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



ITEM: 3.31  
(ID # 12264)

**MEETING DATE:**  
Tuesday, May 19, 2020

**FROM:** SHERIFF-CORONER-PA:

**SUBJECT:** SHERIFF-CORONER-PA: Ratify and Approve as a Single Source Vendor the Amendment No. 1 to the Professional Services Agreement with Reach the Valley for Medical Services for the Collection of Evidence in Sexual Assault Cases for Three (3) Years and Authorize the Chairman of the Board to Sign the Agreement on Behalf of the County. [All Districts]; [Three Year Total Cost - \$360,000; Up to \$36,000 in Additional Compensation]; 100% Sheriff's General Fund

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

1. Ratify and approve Amendment No. 1 to the Professional Services Agreement with Reach the Valley for medical services for the collection of evidence in sexual assault cases without seeking competitive bids for an aggregate amount of \$360,000 for three years through June 30, 2022, and authorize the Chairman of the Board to sign the Amendment on behalf of the County; and,

**ACTION:** Policy

  
Donald Sharp, Chief Deputy, SHERIFF 5/12/2020

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**MINUTES OF THE BOARD OF SUPERVISORS**

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 19, 2020  
xc: Sheriff

Kecia R. Harper  
Clerk of the Board

By:   
Deputy

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STATE OF CALIFORNIA**

2. Authorize Purchasing Agent, in accordance with Ordinance 459, based on the availability of fiscal funding and as approved by County Counsel: sign amendments that exercise the options of the original agreement, including modifications of the statement of work that stay within the intent of the original Agreement, and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 120,000	\$ 120,000	\$ 396,000	\$ 0
<b>NET COUNTY COST</b>	\$ 120,000	\$ 120,000	\$ 396,000	\$ 0
<b>SOURCE OF FUNDS: 100% Sheriff's General Fund</b>			<b>Budget Adjustment:</b>	No
			<b>For Fiscal Year:</b>	19/20-21/22

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

**BR: 20-073**

**Prev. Agn. Ref.: none**

**BACKGROUND:**

**Summary**

Penal Code Section 13823.9(b) requires that Counties with more than 100,000 residents shall arrange to have professional personnel, trained in examining sexual assault victims, conduct exams to collect forensic evidence.

SB 534 (Corbett), effective January 1, 2012, implementing Federal Violence Against Women Act of 2005 requirements, amends Penal Code Sections 13823.7, 13823.13 and 13823.95: All victims of sexual assault who request a sexual assault forensic medical examination shall be provided one, and the cost of the examination cannot be charged directly or indirectly to the victim. The cost of the sexual assault forensic medical examination shall be the responsibility of the law enforcement agency in the jurisdiction where the alleged crime occurred.

In 2019 County Purchasing and Fleet Services, on behalf of the Sheriff's Department, approved a single source for C.A.S.A Center Against Sexual Assault of Southwest Riverside County along with service fees located in the Professional Service Agreement. On January 6, 2020, C.A.S.A Center Against Sexual Assault of Southwest Riverside County filed with the California Secretary of State to amend their corporate name to Reach the Valley.

Reach the Valley provides a Certified Forensic Nurse Examiner who has completed a 40-hour didactic training course and completed an orientation process, which includes the required competencies to conduct forensic evidentiary examinations. Reach the Valley also provides access to the forensic nurse, seven days a week, 24 hours per day. The services Reach the

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

Valley provides is vital to obtain evidence that will be used to identify and/or convict the perpetrator.

To secure an adequate service level and a consistent exam rate in the western area of the County, the Sheriff's Department has negotiated an Agreement with Reach the Valley for the agency to provide these examinations for the period from July 01, 2019, through June 30, 2022.

Due to the center requesting full cost recovery, Reach the Valley has informed the Sheriff's Department that its rate per exam must now be set at \$1,200 per adult/adolescent sexual assault exam. County Purchasing has approved Single Source Procurement for an annual Department expense of \$120,000. County Counsel has approved the Agreement as to form.

**Impact on Residents and Businesses**

The residents and business owners of Riverside County will benefit from Reach the Valley's professional personnel, trained in examining sexual assault victims, obtaining evidence that will be used to identify and/or convict the perpetrator.

**Contract History and Price Reasonableness**

Reach the Valley agrees to maintain the previously approved service rates throughout the term of the agreement.

Reach the Valley has agreed to continue with its FY 2019-20 fees during this period. The proposed services fees are similar to a health care provider who provides services to the east division of the County. Pricing related to adult/adolescent sexual assault exams, acute child/adolescent sexual abuse exams (pediatrics ages 11 years old and less), domestic violence and/or strangulation exams, incomplete exams due to victim refusal, and follow-up exams can be found in section three of the Professional Service Agreement.

Sexual assault examinations should not exceed an aggregated amount of \$396,000 through June 30, 2022. This amount includes a 10% contingency of the total contract amount, which is \$36,000, to allow for additional service and support cost.

**ATTACHMENTS:**

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

Approved Single Source Justification  
Amendment No.1 to the Professional Services Agreement - 3 copies

  
Misley Wang, Supervising Accountant 5/12/2020

  
Teresa Summers, Director of Purchasing 5/11/2020

  
Gregory B. Priamos, Director County Counsel 5/7/2020



**Riverside County Sheriff's Department**  
**Chad Bianco, Sheriff-Coroner**

4095 Lemon Street • Riverside • California • 92501  
www.riversidesheriff.org

Date: March 18, 2020  
From: Will Taylor, Chief Deputy Director  
To: Board of Supervisors  
Via: Amanda Burgess, Administrative Services Manager II, 951-955-7645  
Subject: Single Source Procurement; Request for Medical Services for the Collection of Evidence in Sexual Assault Cases.

The below information is provided in support of my Department requesting approval for a sole or single source. (*Outside of a duly declared emergency, the time to develop a statement of work or specifications is not in itself justification for sole or single source.*)

1. **Supplier being requested:** CASA

2. **Vendor ID:** 0000004399

3.  **Single Source**                       **Sole Source**

*(Single Source - is a purchase of a commodity or service without obtaining competitive bids although more than one source is available)*

*(Sole Source - is a purchase of a commodity or service that is proprietary or no other vendor is qualified or willing to meet the county specified requirements)*

4. **Have you previously requested and received approval for a sole or single source request for this vendor for your department?** *(If yes, please provide the approved sole or single source number).*

**Yes**                                       **No**

SSJ# 20-037 approved 08/09/2019

4a. **Was the request approved for a different project?**

**Yes**                                       **No**

5. **Supply/Service being requested:**

*(If this request is for professional services, attach the service agreement to this sole source request.*

One-time Costs:					
None					
Ongoing Costs:					
Sexual assault exam service	\$80,000	\$80,000	\$80,000		\$240,000
Previous SSJ 20-037 Approved Costs:					
Sexual assault exam service	\$40,000	\$40,000	\$40,000		\$120,000
Total Costs	\$120,000	\$120,000	\$120,000		\$360,000

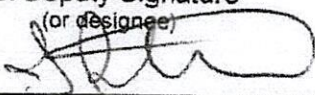
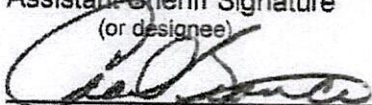
**10. Price Reasonableness:** (Explain why this price is reasonable or cost effective – were you provided government discounted pricing? Is this rate/fee comparable to industry standards?)

The vendor has agreed to continue with its FY 2019-2020 service rates during this period. maintain existing service rates throughout the term of the agreement.

- Adult/adolescent sexual assault exams: \$1,200 per exam
- Child/adolescent sexual abuse exams: \$800 per exam
- Domestic violence and/or strangulation exams: \$800 per exam
- Incomplete exams due to victim refusal to begin or continue exam: \$550 per exam
- Follow-up exams: \$300 per follow-up exam

**11. Projected Board of Supervisor Date (if applicable):** February 25, 2020

(Draft Form 11s, service agreement and or quotes must accompany the sole source request for Purchasing Agent approval.)

Chief Deputy Signature (or designee)	Print Name	Date
	Joseph Pemberton	5/11/2020
Assistant Sheriff Signature (or designee)	Print Name	Date
	CHAD BIANCO	5/11/2020
Department Head Signature (or designee)	Print Name	Date

The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Comments:

Approve

Approve with Condition/s

Disapprove

Condition/s:

Replace Single Source # 20-037

The Purchasing Agent, or designee, is the signing authority for agreements unless the service is exempted by Ordinance 459, Board delegated authority or by State law. All insurance requirements must be met prior to work commencement. See the Risk Management website for vendor insurance requirements.)

Penal Code Section 13823.9(b) requires that Counties with more than 100,000 residents shall arrange to have professional personnel, trained in examining sexual assault victims, conduct exams to collect forensic evidence. SB 534 (Corbett), effective January 1, 2012, implementing Federal Violence Against Women Act of 2005 requirements, amends Penal Code Sections 13823.7, 13823.13 and 13823.95: All victims of sexual assault who request a sexual assault forensic medical examination shall be provided one, and the cost of the examination cannot be charged directly or indirectly to the victim. The cost of the sexual assault forensic medical examination shall be the responsibility of the law enforcement agency in the jurisdiction where the alleged crime occurred.

6. **Unique features of the supply/service being requested from this supplier.** (If this sole source request is due to proprietary software or machinery, or hardware, provide a supporting letter from the manufacturer. If this is a single source request provide an explanation of how this provides the best value for the County by selecting this vendor.)

CASA provides a Certified Forensic Nurse Examiner who has completed a 40-hour didactic training course and completed an orientation process, which includes the required competencies to conduct forensic evidentiary examinations. CASA also provides access to the forensic nurse, seven days a week, 24 hours per day.

7. **Reasons why my department requires these unique features from the vendor and what benefit will accrue to the county:**

State Law requires the law enforcement agency to pay for these exams. The services CASA provides is vital to obtain evidence that will be used to identify and/or convict the perpetrator.

8. **Period of Performance:** From: July 01, 2019 to June 30, 2022  
(5 total number of years)

Is this an annually renewable contract?  No  Yes  
Is this a fixed-term agreement:  No  Yes

(A fixed-term agreement is set for a specific amount of time; it is not renewed annually. Ensure multi-year fixed-term agreements include a cancellation, non-appropriation of funds, or refund clause. If there is no clause(s) to that effect, then the agreement must be submitted to the Board for approval. No exemptions shall apply.)

9. **Identify all costs for this requested purchase.** In addition, please include any single or sole source amounts previously approved and related to this project and vendor in the section designated below for current and future fiscal years. You do not need to include previous fiscal year amounts. 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:	FY19-20	FY20-21	FY21-22	FY__	FY__	Total
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Not to exceed:

One-time \$ \_\_\_\_\_

Annual Amount \$ 120,000 / per fiscal year through 6/30/22 (date)  
(If Annual Amount Varies each FY)

FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_  
FY \_\_\_\_\_ : \$ \_\_\_\_\_

[Signature] 5/11/20 20-037A  
Purchasing Agent                      Date                      Approval Number  
(Reference on Purchasing Documents)



COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
REACH THE VALLEY

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Original Contract Term:	07/01/19 through 06/30/2022
Effective Date of Amendment:	February 25, 2020
Annual Maximum Contract Amount:	\$40,000
Contract ID:	SHARC-92420-006-06/22

This Amendment No. 1 to the Professional Service Agreement between the County of Riverside (COUNTY) and REACH THE VALLEY, a California nonprofit corporation (CONTRACTOR), is entered into by and between COUNTY and CONTRACTOR, effective February 25, 2020.

WHEREAS, COUNTY and C.A.S.A. CENTER AGAINST SEXUAL ASSAULT OF SOUTHWEST entered into that certain Professional Service Agreement for medical services for the collection of evidence in sexual assault cases, effective July 1, 2019 (the "Agreement");

WHEREAS, C.A.S.A. CENTER AGAINST SEXUAL ASSAULT OF SOUTHWEST has changed its name to "REACH THE VALLEY"; and

WHEREAS, the parties now desire to amend the Agreement to reflect the name change and revise SECTION 3 (Service Rate) to reflect an increase in the total contract amount.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.
2. Any and all references in the Agreement to "C.A.S.A. Center Against Sexual Assault of Southwest" and/ or "C.A.S.A." shall mean "REACH THE VALLEY."
3. The second sentence in Section 3, subsection 3.1., is hereby deleted in its entirety and replaced with the following: "The total amount of compensation paid to CASA under this Agreement shall not exceed the maximum of one hundred and twenty thousand dollars (\$120,000), unless a written amendment to the Agreement is executed by both parties prior to performance of additional services."
4. All other terms and conditions of the Agreement not modified herein shall remain unchanged.

**IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized representatives to execute this Amendment No. 1.

*[Signature page to follow.]*

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
REACH THE VALLEY

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

By: \_\_\_\_\_  
V. Manuel Perez, Chairman  
Board of Supervisors

**REACH THE VALLEY**, a California  
non-profit corporation

By: Gayle Hepner  
Gayle Hepner  
Executive Director

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

Dated: 4/14/2020

ATTEST:  
Kecia R. Harper  
Clerk of the Board

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

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: \_\_\_\_\_  
Susanna Oh  
Deputy County Counsel

COUNTY OF RIVERSIDE  
AMENDMENT NO. 1 TO THE AGREEMENT  
WITH  
REACH THE VALLEY

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

REACH THE VALLEY, a California  
non-profit corporation

By: V. M. Perez  
V. Manuel Perez, Chairman  
Board of Supervisors

By: Gayle Hepner  
Gayle Hepner  
Executive Director

Dated: MAY 19 2020

Dated: 4/14/2020

ATTEST:  
Kecia R. Harper  
Clerk of the Board  
By: [Signature]  
Deputy

APPROVED AS TO FORM:  
Gregory P. Priamos  
County Counsel

By: [Signature] 4/29/2020  
Susanna Oh  
Deputy County Counsel