

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



ITEM: 3.31
(ID # 23304)

MEETING DATE:

Tuesday, October 31, 2023

FROM : PROBATION:

SUBJECT: PROBATION DEPARTMENT: Ratify and Approve Amendment No. 1 to the Service Agreement with Northpointe Software, Inc. for Pretrial Client Management Suite and Assessment Validation Services, Without Seeking Competitive Bids, through November 30, 2026; All Districts; [Total Aggregate Cost \$327,201; Up to \$32,720 in Additional Compensation; 100% SB129 Grant Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 1 to the Service Agreement with Northpointe Software, Inc. for Pretrial Client Management Suite and Assessment Validation Services, without seeking competitive bids, to increase the total aggregate amount by \$327,201 from \$737,401 to \$1,064,602 through the current termination date of November 30, 2026, and authorize the Chair of the Board to sign the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved as to form by County Counsel to: sign amendments that exercise the options of the agreement including modifications of the statement of work that stay within the intent of the Agreement; and sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) annually.

ACTION:Policy

Christopher Wright

Christopher Wright, Chief Probation Officer 10/12/2023

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Gutierrez
Nays: None
Absent: None
Date: October 31, 2023
xc: Probation

Kimberly A. Rector
Clerk of the Board

By: *Emma Smith*
Deputy

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$147,480	\$109,067	\$327,201	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% SB129 Grant Funds			Budget Adjustment:	No
			For Fiscal Year: 23/24 –	
			26/27	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The Riverside County Probation Department (RCPD) is providing services to the pretrial release population on behalf of the Riverside County Superior Court. This includes utilizing a Public Safety Assessment (PSA) to determine the risk level of an individual who may be released pending disposition of their case. RCPD will also monitor those individuals released on conditional bail or supervised own recognizance. Senate Bills 36 (Pretrial Release/Risk Assessment Tools) and 129 (Budget Act of 2021) requires the PSA be validated to its specific population. Additionally, the bills require each person eligible for pretrial release be assessed prior to arraignment. The custom application programming interface parser will automatically interpret a defendant's criminal history and include it in the scoring of the PSA, eliminating the need to manually review, thus increasing the number of defendants who are assessed. Northpointe, Inc. (Northpointe) is also used to send text messages to defendants including automatic court date reminders.

Currently, RCPD has access to build "Ad Hoc" statistical reports, which does not produce data in real time and needs Northpointe to create customized reports based on RCPD needs to audit cases and provide the required quarterly statistics to the Judicial Council. Since transitioning to Northpointe as its pretrial client management system, RCPD has experienced several functionality issues/needs, but does not have any more customization hours available, nor does it have a dedicated team member to assist them. This is causing unnecessary extra work by RCPD staff that can be eliminated by having Northpointe personnel readily available to troubleshoot/modify based on RCPD's specific needs. Lastly, as the Pretrial Division continues to grow, RCPD will need access to additional user licenses.

To address the above-mentioned needs, RCPD is requesting for Northpointe to provide the following services, starting October 1, 2023:

- Northpointe Suite Reporting (15 user subscriptions)
- Public Safety Assessment (PSA) Validation Study Services
- Report Custom Creation and Training Services
- Custom Application Programming Interface Parser (Public Safety Assessment Criminal History Parser) Services
- FY 2023-2024 Project Management Services

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

Outbound Short-Message-Service (SMS) Messaging Services

The above-mentioned services would require a contract aggregate increase of \$327,201; this increase would be covered by SB129 grant funds.

Impact on Residents and Businesses

This amendment will provide the necessary services to meet the operational processes for the RCPD.

Additional Fiscal Information

Funding for the amendment was budgeted through the County budget process. SB129 grant funds have been allocated for this amendment for FY23/24 and will be allocated for the remainder of the contract term. A budget adjustment will not be necessary.

Contract History and Price Reasonableness

On January 26, 2022, the County of Riverside Purchasing and Fleet Services Department approved a Sole Source Justification (#153026563) for a Service Agreement with Northpointe.

Subsequently, on February 8, 2022 (Item 3.18), the County of Riverside Board of Supervisors approved a Service Agreement with Northpointe for Assessment Instrument and Case Plan Annual License, Maintenance, Hosting Fees, and Software Upgrade Configuration with Training Sessions, effective February 8, 2022, through November 30, 2026, under a not-to-exceed contract aggregate amount of \$737,401.

On October 11, 2023, the County of Riverside Purchasing and Fleet Services Department approved a Sole Source Justification (#24-089) for a First Amendment to the Service Agreement with Northpointe.

The current proposed First Amendment would serve to provide RCPD with pretrial client management suite and assessment validation services and would increase the not-to-exceed contract aggregate by \$327,201. This increase would be covered in its entirety by SB129 grant funds.

Northpointe, through years 3-5 of the Agreement, is providing RCPD with a fixed average rate increase of 3.69% for subscription renewal and hosting services, as listed on Exhibit B of Agreement incorporated into Amendment No. 1. This fixed average rate provides RCPD with cost efficacy and fiscal visibility for future budgetary purposes.

ATTACHMENTS:

Amendment No. 1 to the Service Agreement for Assessment Instrument and Case Plan Annual License, Maintenance, Hosting Fees, and Software Upgrade Configuration with Training Sessions

Sole Source Justification #24-089

SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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Meghan Hahn
Meghan Hahn, Deputy Director of Procurement 10/12/2023

Aaron Gettis
Aaron Gettis, Deputy County Counsel 10/16/2023

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
Northpointe Software, Inc.

Original Contract Term:	2/8/2022 through 11/30/2026
Contract Term Extended To:	N/A
Effective Date of Amendment:	10/31/2023
Original Maximum Aggregate Contract Amount:	\$737,401
Amendment 1 Contract Amount increase:	\$327,201
Amended Maximum Aggregate Contract Amount:	\$1,064,602
County Internal Contract ID:	PRARC-98574-002-12/26-PS

This Amendment No. 1 to the Service Agreement for Assessment Instrument and Case Plan Annual License, Maintenance, Hosting Fees, and Software Upgrade Configuration with Training Sessions (hereinafter "Amendment No. 1") is made and entered into by and between the County of Riverside, a political subdivision of the state of California, on behalf of its Riverside County Probation Department (hereinafter "COUNTY"), and Northpointe Software, Inc., a Delaware corporation (hereinafter "CONTRACTOR").

Recitals

WHEREAS, COUNTY and CONTRACTOR entered into that certain Service Agreement for Assessment Instrument and Case Plan Annual Licenses, Maintenance, Hosting Fees, and Software Upgrade Configuration with Training Sessions, effective February 8, 2022, (the "Service Agreement");

NOW, THEREFORE, in consideration of the mutual promises contained hereafter, COUNTY and CONTRACTOR agree to amend the Service Agreement and include CONTRACTOR's Pretrial Client Management Suite and Assessment Validation services, according to the terms and in the manner set forth herein:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.

2. Section 3. Compensation. The second sentence of Section 3.1 of the Service Agreement is hereby deleted in its entirety and replaced with the following:

"Maximum payments by COUNTY to CONTRACTOR shall not exceed the total aggregate amount of one million, sixty-four thousand, six hundred two dollars (\$1,064,602), including all expenses."

3. Exhibit A Scope of Work. Exhibit A Scope of Work is hereby amended to include the following section and subsection:

"5. Public Safety Assessment (PSA) Validation Study, Report Custom Creation Training, Custom Application Programming Interface Parser (Public Safety

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COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE AGREEMENT
 WITH
 Northpointe Software, Inc.

Assessment Criminal History Parser, Fiscal Year 2023-2024 Project Management,
 Outbound Short-Message-Service (SMS) Messaging:

5.1 The CONTRACTOR, according to Attachment VIII incorporated herein, shall provide COUNTY with public safety assessment validation study services, custom report creation services and training services, custom application programming interface parser services, fiscal year 2023-2024 project management services, and outbound SMS messaging services.”

4. Exhibit B Payment Provisions. Exhibit B Payment Provisions, Section 1. Annual License, Maintenance and Hosting Fees is hereby deleted in its entirety and replaced with the following:

“1. Annual License, Maintenance and Hosting Fees (adding Northpointe Suite API Standard Toolkit):

			FY21/22	FY22/23	FY23/24	FY24/25	FY25/26
			12/01/21 to	12/01/22 to	12/01/23 to	12/01/24 to	12/01/25 to
			11/30/2022	11/30/2023	11/30/2024	12/30/2025	12/30/2026
Period Ending:							
ANNUAL LICENSE, MAINTENANCE & HOSTING FEES	QTY	UNIT	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
COMPAS Core License (1 Limited Enterprise license - up to 225 Users Max)	1		\$ 73,417.08	\$ 75,252.51	\$ 77,133.82	\$ 79,062.17	\$ 81,038.72
Northpointe Suite AdHoc Report Generator License (Users 8)	1		\$ 1,438.02	\$ 1,473.97	\$ 1,510.82	\$ 1,548.59	\$ 1,587.30
Annual Maintenance & Support	1		\$ 16,468.12	\$ 16,879.83	\$ 17,301.82	\$ 17,734.37	\$ 18,177.73
Northpointe Suite API Standard Toolkit ¹	1		\$ -	\$ 2,167.00	\$ 6,695.00	\$ 6,862.00	\$ 7,034.00
Annual Hosting Amazon GovCloud	1		\$ 5,896.80	\$ 6,191.64	\$ 6,501.72	\$ 6,826.28	\$ 7,167.59
Subtotal, Annual License, Maintenance & Hosting Fees			\$ 97,220.02	\$ 101,964.95	\$ 109,143.18	\$ 112,033.41	\$ 115,005.34

1. First year maintenance based on the annual amount of \$6,500.00 prorated from August 1, 2023 through November 30, 2023, invoiced MORIVERSPTCA01
 Annual maintenance and support will then renew annually along with other equivalent supported products as of December 1, 2023.

Grand Total for five (5) year period of performance: \$535,366.90

- Payable net 30 days.

				12/01/21 to	12/01/22 to	12/01/23 to	12/01/24 to	12/01/25 to
				11/30/2022	11/30/2023	11/30/2024	12/30/2025	12/30/2026
Period Ending:								
ANNUAL LICENSE, MAINTENANCE & HOSTING FEES	QTY	UNIT	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5	
Northpointe Suite Pretrial (bundle of 5 use license)	10			\$ 21,781.25	\$ 22,325.78	\$ 22,883.92	\$ 23,456.02	
Courtview IIS Broker	1			\$ -	\$ -	\$ -	\$ -	
Hosting	1			\$ 2,268.00	\$ 2,381.40	\$ 2,500.47	\$ 2,625.49	
Northpointe Suite Reporting (1 bundle of 15 user subscriptions) ²	1			\$ 1,667.00	\$ 10,600.00	\$ 11,236.00	\$ 11,910.00	
Northpointe Suite Custom API (Parser) ³	1			\$ 4,375.00	\$ 27,825.00	\$ 29,494.50	\$ 31,264.00	
ITR Outbound SMS Messaging - ONE TIME FEE	100,000	0.10		\$ 10,000.00	\$ -	\$ -	\$ -	
Subtotal, Annual License, Maintenance & Hosting Fees				\$ 40,091.25	\$ 63,132.18	\$ 66,114.89	\$ 69,255.51	

2. First year maintenance based on annual amount of \$10,000 prorated from October 1, 2023 through November 30, 2023

3. First year maintenance based on annual amount of \$26,250 prorated from October 1, 2023 through November 30, 2023

Annual maintenance and support will then renew annually along with other equivalent supported products as of December 1, 2023.

Grand Total for four (4) year period of performance: \$238,593.83

- Year 1 license, support and hosting cost included with Pretrial Implementation.
- Invoiced annually in advance.
- Payable net 30 days.

COUNTY OF RIVERSIDE
 AMENDMENT NO. 1 TO THE AGREEMENT
 WITH
 Northpointe Software, Inc.

PROFESSIONAL SERVICES - FIXED FEE (ONE TIME COST)	as of 10/1/23				
NPS Report Custom Creation and Training			\$22,230		
PSA Parser			\$30,740		
PSA Validation Study			\$89,700		
FY '23 - 24 Project Management			\$23,400		
Subtotal, Implementation Services			\$166,070		

Prices do not include any applicable taxes.

Grand Total for four (4) year period of performance: \$166,070.00”

5. Section 1. Description of Services. Section 1.1 of the Service Agreement is hereby deleted in its entirety and replaced with the following:

“**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Work, and in Attachments I-VIII which are incorporated herein as referenced, to be provided at the prices stated in Exhibit B, Payments Provisions.”

6. Attachment VIII. The attached Statement of Work for public safety assessment services is hereby incorporated into the Service Agreement as Attachment VIII.

7. Section 17. Notices. The “CONTRACTOR” address information listed in Section 17. Notices, is hereby amended to read as follows:

“4450 Belden Village St NW
 Suite 305
 Canton, OH 44718”

8. Miscellaneous. All other terms and conditions of the Service Agreement not modified herein shall remain unchanged.


9. Effective Date. This Amendment No. 1 to the Service Agreement shall become effective on October 31, 2023.

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

[Signature page follows]

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE AGREEMENT
WITH
Northpointe Software, Inc.

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

By: 
Kevin Jeffries
Chair, Board of Supervisors
Board of Supervisors
Dated: 10/31/23

NORTHPOINTE INC.,
a Delaware corporation
which will do business in California as
Northpointe Software Inc.

By: Eric Tumperi
Eric Tumperi (Oct 3, 2023 12:17 EDT)
Eric Tumperi
SCP General Manager
Dated: 10/03/2023

ATTEST:
KIMBERLY RECTOR
Clerk of the Board

By: 

APPROVED AS TO FORM:
Minh C. Tran
County Counsel

Lisa Sanchez
By: Lisa Sanchez (Oct 3, 2023 09:29 PDT)
Lisa Sanchez
Deputy County Counsel

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ATTACHMENT VIII

equivant

SUPERVISION & PRETRIAL

HOME OF THE

 NORTHPOINTE
suite

Statement of Work

Riverside County Probation Department

PSA Parser, Reporting and FY 24 Professional Services

October 2023





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SECTION 1: Getting Started

equivant is pleased to partner with the Riverside County Probation Department (Agency). This Statement of Work (SOW) identifies the tasks required to implement this project based on the software and services in the approved Price Proposal and equivant's understanding of all requirements.

equivant will utilize the total number of hours listed within this Statement of Work as needed for any of the estimated activities included herein. Identified hours in the *Work Breakdown Structure* may be moved between tasks as necessary to complete service delivery.

equivant Responsibilities

Upon execution of the contract, an equivant Project Manager will be assigned. The equivant Operations Division will process the contract and prepare for project launch within two weeks of contract execution, dependent upon equivant service team availability. The equivant Project Manager will coordinate kick-off tasks and assign the equivant project team. Circumstances may necessitate changes to the tasks and/or time estimates, at which time equivant and the Agency will, in good faith, discuss these changes and any potential adjustments in tasks, time or costs per the approved change management process outlined in WBS 1.0.

Agency Responsibilities

The Agency will identify their internal stakeholders and include all management, end user and IT resources necessary to complete the work effort outlined in this Statement of Work.

The Agency will also be responsible for contacting and/or securing any third-party resources required to build/test/implement interfaces to systems beyond the boundary of the Northpointe Suite application; equivant does not schedule or manage any third-party resources as part of this project scope. This includes all Agency technical personnel that may be assigned to interface or broker development efforts. equivant will work directly with the Agency's appointed Project Manager for resource coordination when necessary.

Upon contract execution, the Agency will prepare for project launch by coordinating all stakeholders, scheduling the project kick-off call with the equivant PM and reviewing the scope in detail.





SECTION 2: Work Breakdown Structures

WBS 1.0 Professional Services - Project Management

equivant will provide project management services and oversight to execute a project schedule for the project's requirements, including the management of applicable resources. The equivalent Project Manager (PM) will coordinate equivalent project activities and is the Agency's first communication point for any issues arising during the project.

equivalent will provide the following project management services through our PM:

- Host a kickoff conference call between the equivalent team and the Agency to review the services within the Statement of Work and discuss the project schedule.
- Coordination of internal and external project resources and activities to ensure milestones are achieved as planned within the project schedule.
- Serve as the main point of contact for the Agency's Project Manager.
- Monitor project activities within the budget parameters and issue Change Control Requests when activities exceed contracted limits.
- Provide schedule updates for task progress and budget status.

equivalent requires that the Agency appoint a Project Manager and identify all required resources that will be assigned on the Agency's Project Team. The Agency's Project Manager will be responsible for the Agency's personnel resources and deliverables within the project. This team must have the authority to make decisions regarding the scope and details of the project for design and implementation purposes.

Change Management Process

Any change or modification to this SOW, functionality or response of the application will result in a Change Control Request, and will be managed through the Change Management Process. The scope of a project is defined by the SOW. Requests to change the scope of the project by adding or editing requirements will be represented within a specific *Change Control Request* form, regardless of the size or impact of the requested change.

Although either party may request a change, documenting the change will be overseen by the equivalent Project Manager. Joint approval of the *Change Control Request* form is required before work on the change is scheduled and initiated by the equivalent project team.

Deliverables for Project Management Services

- Up to 266 hours of Project Management services (delivered remote), as needed throughout the project schedule.
 - equivalent to deliver a Project Quarterly Report for Q1, Q2, Q3 and Q4, according to the Agency's operational year of November 1, 2023, through October 30, 2024. Equivalent acknowledges Agency's fiscal year starts July 1st and ends June 30th each year.



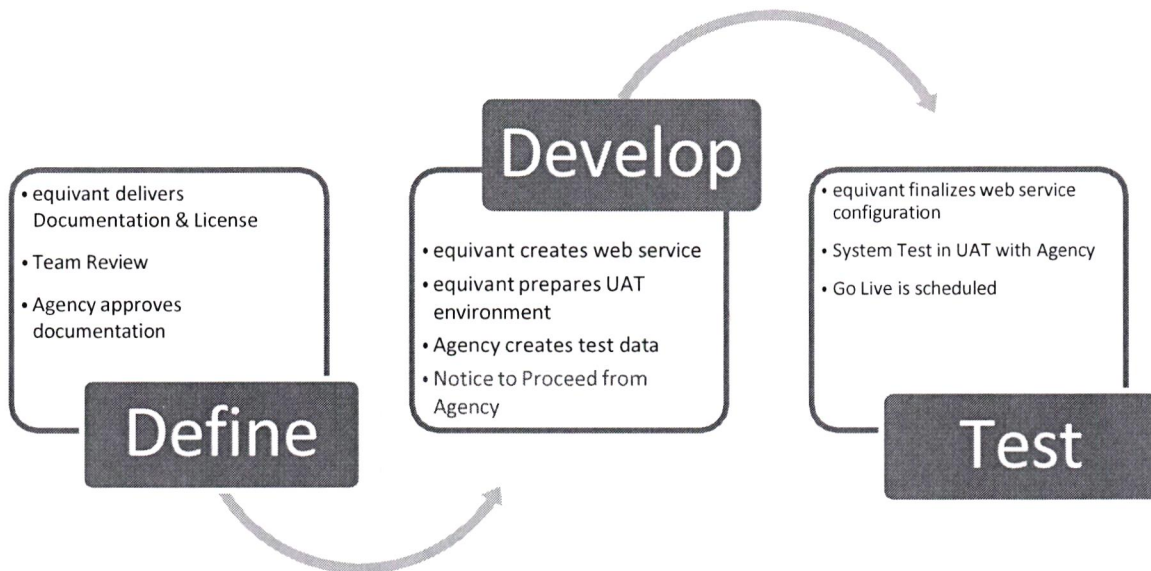


WBS 2.0 Professional Services – Technical Services
Standard Northpointe Suite Assessment Integration: PSA

All work effort included for the interface is based upon the Agency’s use of the existing **Northpointe Suite Application** for incoming and outgoing data exchange. The Agency will follow the specifications, schemas, and file formats as defined by equivalent, detailed in WBS 3.0 Software Development and Quality Assurance Testing.

Equivalent will extract and encapsulate the existing rap sheet parser as a standalone web service and modify the parser to extract additional information to populate the Public Safety Assessment (PSA).

If additional fields or services are required by the Agency, equivalent will issue a *Change Control Request* form outlining the additional time and cost associated with the requirement modification. equivalent reserves the right to accept or deny any requested change/s to the existing Northpointe Suite web services.



DEFINE

equivalent will deliver the web service specification document which includes field definition and layout.

The Agency will review the specification to verify the fields that equivalent requires. The Agency must be involved in the definition stage to provide field validation, and final sign off that the web service is passing the necessary data to the Northpointe Suite. equivalent can provide technical consulting related to field definition. All technical consulting will be delivered remotely, as directed by the equivalent Project Manager.

The equivalent Project Manager will schedule a Team Review meeting with the Agency to review final specification issues (if any).

- Identified issues will be submitted by the Agency to the equivalent Project Manager in writing for review.
- If issues require changes to the existing Northpointe Suite API services, equivalent will review the requested scope change. No changes will be made to any existing API without an approved *Change Control Request* allocating additional time and budget for the work.





Upon resolution of outstanding issues, the Agency will approve the final data to be exchanged between the web services and Northpointe Suite. This approval will mark the completion of the *Define* phase.

DEVELOP

Development will be done based on the approved specification document from the *Define* phase above.

The Agency will work to define and build the test datasets that are required to initiate system testing between equivalent and the Agency once the web service has been fully developed.

The Agency will build and configure the UAT environment for testing. This UAT environment will be configured to communicate with the defined web service. Upon completion of the UAT environment build, the equivalent and Agency Project Managers will prepare a final schedule for system testing.

The Agency will provide a Notice to Proceed to equivalent, as final sign off to move forward.

TEST

Upon receipt of the Notice to Proceed, equivalent will finalize configuration of the Northpointe Suite API web service on the UAT server housing the application.

equivalent technical resources will be assigned by the equivalent Project Manager to execute a system test with the Agency. System testing will commence once both the Agency and the equivalent technical team have confirmed the schedule for testing availability. The Agency will provide technical resources that understand the technical specifications of the interface to work with equivalent in the testing phase.

The Agency will be responsible for validating all test data results during System Testing.

Any delays to the project due to third party constraints or third-party system setup or availability are out of the control of equivalent and *will not affect contractual license terms and conditions* as set forth and agreed upon.

Deliverable for Technical Services

- Up to 72 hours of remote technical services and testing:
 - equivalent to deliver the Northpointe Suite web services Specification documentation.
 - equivalent to deliver the Northpointe Suite Parser subscription.
 - equivalent to configure the Northpointe Suite web service within the UAT environment.
 - equivalent to execute one (1) web service System Test with the Agency
 - Agency to validate results of successful inputs and outputs per approved Specification documentation.
 - The following web service will be included in the scope of this implementation. Any other web service requests will be negotiated through Change Controls.
 - PSA Parser as a standalone web service

WBS 3.0 Professional Services – Software Development and Quality Assurance Testing

equivalent will develop a new web service to receive a one-way data push from a local file at the Agency's location. The Northpointe Suite user will send a text file or PDF via the Northpointe Suite system to the web service, which is owned and maintained by equivalent. The web service will read and extract the appropriate





information to return to the Northpointe Suite and auto-populate the PSA. The text file or PDF will contain standard CLETS data in standard CLETS format.

The text file or PDF will contain the following data needed to prior charge information, as required by the PSA:

- Misdemeanor Convictions
- Felony Convictions
- Violent Convictions
- Failure to Appear

No data will be sent from the Northpointe Suite system to any other management system. The text file or PDF will not be stored in the Northpointe Suite or the web service at any time.

If additional information is required by your agency to capture data elements not already listed in this Statement of Work, equivalent will issue a *Change Control Request* outlining the additional time and cost associated with the requested change.

FUNCTIONAL SPECIFICATION

The equivalent Project Manager will schedule a specification meeting with you to define the functional use requirements and identify the operational process.

If issues require changes to the web service, equivalent will review the requested scope change. No changes will be made without an approved *Change Control Request* allocating additional time and budget for the work.

DEVELOPMENT

equivalent will develop and test code within its system to receive one text file or PDF from the Agency. Upon receipt of this text file or PDF, the Northpointe Suite system will parse the data, and auto-populate a previously created (existing) PSA.

The Agency will work to define and build the test datasets that are required to fully initiate system testing once development is complete.

Deliverables for Development and Quality Assurance

- Up to 40 hours of PSA parser development and quality assurance testing to:
 - Facilitate a planning meeting with you to finalize the Web Service Specification design requirements.
 - Complete and deliver Specification document.
 - Develop the web service code.
 - Prepare the software release upgrade with new code.
- Up to 40 hours of Telerik custom report development and quality assurance testing to:
 - Create Agency POPM reports.

WBS 4.0 Professional Services - Training

equivalent will facilitate Telerik Report Server Training to the Agency. All training will be performed using the Agency's UAT environment and test data will be incorporated for teaching purposes. Training services will not be provided by equivalent until the Agency's analysis, consulting and software configuration activities are





complete, as well as the Northpointe Suite Reporting license and Telerik report writer tool installed in the Agency's Northpointe Suite UAT application, per this Statement of Work.

The *Basic Northpointe Suite Software and Telerik Report Server Training* session will include:

- An overview of Telerik Reporting, including initial setup
- Creating and formatting Telerik Reports
- Special Data fields, sorting, filtering, and grouping data
- Report parameters
- Guidance for how Telerik Reports and the Northpointe Suite can create custom reports
- An overview of the Telerik Report Interface and Toolbars
- An overview of the Northpointe Suite Adhoc Data Dictionary
- How to distribute and export reports

equivalent training materials assume all participants are familiar with a Windows environment, basic understanding of SQL, including the ability to complete a simple database query and familiarity with basic Relational Database terminology – the equivalent training will not include any Windows, SQL, Relational Database or remedial computer training. To achieve Agency-specific reports, equivalent recognizes this training may also include Northpointe Suite Subject Matter Experts (SMEs) participants that do not have the skills outlined in the prerequisites, and would attend to support those users licensed for the Telerik Reporting Tool by sharing their familiarity with the Northpointe Suite and data points required to generate customized reports.

The user training will be conducted remotely, and will require a laptop or PC that has:

- Internet
- Telerik Report Writer Tool installed
- MS SQL Manager installed
- Connectivity to a SQL database that has a copy of the Northpointe Suite Schema present and accessible. Data in the schema should not be protected or PII. *It is noted that participants can share the same database in a read-only manner.

Deliverables for Training

- Up to 20 hours of training preparation (remote)
- Up to 20 hours of training:
 - Up to 20 hours of remote *Basic Telerik Report Server Training* (delivered over a period of two weeks, in back-to-back remote sessions of 3 hours or less)
 - A maximum of fifteen participants will be scheduled for this session.

WBS 5.0 Professional Services - Research

Validation Study: PSA

The Public Safety Assessment (PSA) is an actuarial assessment that estimates failure to appear in court pretrial (FTA), new criminal arrest while on pretrial release, and new violent criminal arrest while on pretrial release. equivalent Research will conduct a validation study to test the predictive validity of the PSA with the Agency's population.





STUDY REQUIREMENTS

equivant requires a large sample of assessed cases to observe outcomes. A power analysis will initially be completed to determine the minimum required sample size needed to estimate the AUC with a pre-determined confidence level.

Additionally, equivant and the Agency will define the following items prior to completing the study:

- Definitions for Failure to Appear (FTA), New Criminal Arrest (NCA) and New Criminal Violent Arrest (NCVA).
- Study Period
- Data Sources

Deliverables for Research

- Up to 100 hours of Data alignment and cleaning
- Up to 100 hours of Data Analysis
- Up to 130 hours for Documentation [Study Design, Data Management, Power Analysis and Study Report]
- Up to 30 hours to facilitate one Study Review session with Agency (remote delivery)
- Up to 20 hours to prepare and deliver the Final Study and Overview to the Agency





SECTION 3: Project Pricing

Pricing Summary

The following table summarizes the Professional Services pricing for this engagement:

PROFESSIONAL SERVICES - FIXED FEE [ONE TIME COST]			
NPS Report Custom Creation and Training *remote delivery	1	\$22,230	\$22,230
PSA Parser	1	\$30,740	\$30,740
PSA Validation Study *remote delivery	1	\$89,700	\$89,700
FY '23 - 24 Project Management *remote delivery	1	\$23,400	\$23,400
Subtotal, Implementation Services			\$166,070

1. All pricing excludes applicable taxes, which are the responsibility of the Agency.
2. If project is cancelled prior to completion, all effort and travel-related costs expenses through the date of cancellation will be due and payable.

Payment Milestones

This project is a **fixed fee engagement**. All invoices for services delivered will be issued based upon pre-defined milestones outlined in this section.

Upon milestone completion, equivalent will issue an invoice in the amount assigned for the completed milestone. Invoices will be sent to the Agency per equivalent’s monthly billing cycle. Note that one to many milestones may be billed in one billing cycle.

This project will use the following milestone payment schedule:

ID	Milestone Description	Payment Due
1.0	Project Kick-Off Complete	\$8,244
2.0	Q1 Agency Report Delivered	\$5,850
3.0	Q2 Agency Report Delivered	\$5,850
4.0	Q3 Agency Report Delivered	\$5,850
5.0	Q4 Agency Report Delivered	\$5,850
6.0	Parser Owner Review	\$24,592
7.0	Parser Go Live	\$4,611
8.0	Validation Study Project Kick-Off	\$13,455
9.0	Validation Study Data Delivery	\$53,820
10.0	Validation Study Agency Presentation	\$17,940
11.0	Telerik Report Writing Tool Installation in UAT	\$5,558
12.0	Telerik Custom Report Development Complete	\$11,115
13.0	Telerik Report Training Complete	\$3,335
Grand Total		\$166,070





SECTION 4: Assumptions

General Assumptions

1. These services are priced on a fixed fee basis.
2. equivant's implementation estimates do not include installation and/or configuration of any computer hardware and peripheral equipment housed within the user's environment. The Agency will be responsible for installing and configuring computer hardware and peripheral equipment.
3. Agency will purchase all hardware and software required for implementation based upon equivant's 'Minimum Client Requirements', including any and all hardware and software needed for client machines.
4. Agency will have all of the necessary personnel at all of the meetings for the purpose of defining and approving the requirements of the project.
5. Agency is responsible for TCP/IP connectivity from all client workstations to the necessary servers.
6. Agency will appoint a single point of contact for the duration of the project. This person should have project management responsibilities and decision-making authority for the Agency. This person will be the primary point of contact for equivant's Project Manager.
7. Agency will make appropriate technical resources available to equivant, including but not limited to agency administrators, supervisors, network/IT resources and end users as needed.
8. equivant will provide remote training to the Agency. The Agency will be responsible for providing and preparing the training facility to include a computer terminal with internet access for each participant.
9. The training noted in the Scope of Work does NOT certify participants as trainers. equivant is the only entity that can certify trainers to train others.
10. This Statement of Work includes specific project parameters. equivant will provide additional scope statements with work/budget estimates for any other required work elements.
11. This Statement of Work does not include any costs associated with 3rd party vendors or software that may be needed to complete the implementation of the work described herein.
12. Agency is responsible for all manual data entry and/or data scrubbing related to production data sets.
13. This Statement of Work is valid for 120 days.

Project Management and Risk Factor Assumptions

14. The Agency project manager will be responsible for obtaining all required authorizations, approvals and/or signoffs by Agency related to project deliverables and project progression in a timeframe that is in alignment with the Project Schedule. Delays to this process, as well as any Agency tasks not completed within the Project Schedule timeframe, may be subject to the Change Order Management process. Delays will adversely impact targeted deadlines and may include increased project fees required to maintain baseline Project Schedule activities.
15. Any scheduled equivant resource that is unable to proceed with assigned tasks due to an Agency initiated delay (i.e. Lack of approvals, failure to deliver required elements such as data, design schemas, etc.) may be reassigned to other work within the equivant queue. equivant will not provide unlimited resource availability for projects that are not progressing according to the agreed upon Project Schedule. If equivant resources are reassigned to other projects, the Agency project will be placed *on hold* until additional resources become available.





16. If Agency approvals are delayed for more than 10 business days for no clearly defined reason, equivalent will consider the project *on hold* and will invoice for services rendered to that time.

Infrastructure Assumptions

17. Access to all working environments must be made available to the project team throughout the project, including technical test and production environments.
18. System, server, and workstation backups are the responsibility of the Agency. This includes the development and execution of all system backups and disaster recovery programs.
19. Agency personnel assume the responsibility for applying software patches to all functional servers and client hardware.
20. Acquisition, installation, testing, support, and tuning of any additional required application software, hardware, DBMS, other software, peripherals and communications infrastructure will be the responsibility of Agency.
21. Agency will be responsible for deploying access to the system and for providing all supporting software, hardware, and connectivity to the servers.












Amendment No. 1 to the Agreement between Northpointe Software Inc. and County of Riverside Probation Department

Final Audit Report

2023-10-03

Created:	2023-10-02
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5lmbafnUfcHZjcjm5ddW0M7f2o5vP4a

"Amendment No. 1 to the Agreement between Northpointe Software Inc. and County of Riverside Probation Department" History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2023-10-02 - 9:21:02 PM GMT
-  Document emailed to Chris Kamin (chris.kamin@equivant.com) for signature
2023-10-02 - 9:23:13 PM GMT
-  Email viewed by Chris Kamin (chris.kamin@equivant.com)
2023-10-02 - 9:23:32 PM GMT
-  Document signing delegated to Eric Tumperi (eric.tumperi@equivant.com) by Chris Kamin (chris.kamin@equivant.com)
2023-10-02 - 9:30:21 PM GMT
-  Document emailed to Eric Tumperi (eric.tumperi@equivant.com) for signature
2023-10-02 - 9:30:21 PM GMT
-  Email viewed by Eric Tumperi (eric.tumperi@equivant.com)
2023-10-03 - 3:01:09 PM GMT
-  Document e-signed by Eric Tumperi (eric.tumperi@equivant.com)
Signature Date: 2023-10-03 - 4:17:19 PM GMT - Time Source: server
-  Document emailed to Lisa Sanchez (lisanchez@rivco.org) for signature
2023-10-03 - 4:17:20 PM GMT
-  Email viewed by Lisa Sanchez (lisanchez@rivco.org)
2023-10-03 - 4:25:10 PM GMT

 Document e-signed by Lisa Sanchez (lisanchez@rivco.org)

Signature Date: 2023-10-03 - 4:29:38 PM GMT - Time Source: server

 Agreement completed.

2023-10-03 - 4:29:38 PM GMT



Adobe Acrobat Sign



RIVERSIDE COUNTY PROBATION DEPARTMENT
 Serving Courts • Protecting Our Community • Changing Lives



Date: October 10, 2023
 From: Christopher H. Wright, Chief Probation Officer
 To: Purchasing Agent
 Via: Natalie Rivera, Chief Deputy Probation Officer, P: (951) 955-2830
 Subject: Sole Source Procurement; Request for First Amendment (to include additional pre-trial services) to the Service Agreement with Northpointe Software Inc.

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

1. **Supplier being requested:** Northpointe Software Inc.
2. **Vendor ID:** 102155
3. **Single Source** **Sole Source**
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# 153026563

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

Yes **No**

5. **Supply/Service being requested:**
 The Riverside County Probation Department (RCPD) is providing services to the pretrial release population on behalf of the Riverside County Superior Court. This includes utilizing a Public Safety Assessment (PSA) to determine the risk level of an individual who may be released pending disposition of their case. RCPD will also monitor those individuals released on conditional bail or supervised own recognizance. Senate Bills 36 (Pretrial Release/Risk Assessment Tools) and 129 (Budget Act of 2021) requires the PSA be validated to its specific population. Additionally, the bills require each person eligible for pretrial release be assessed prior to arraignment. The custom application programming interface parser will automatically

interpret a defendant's criminal history and include it in the scoring of the PSA, eliminating the need to manually review, thus increasing the number of defendants who are assessed. Northpointe Inc. (Northpointe) is also used to send text messages to defendants including automatic court date reminders.

Currently, RCPD has access to build "Ad Hoc" statistical reports, which does not produce data in real time and needs Northpointe to create customized reports based on RCPD needs to audit cases and provide the required quarterly statistics to the Judicial Council. Since transitioning to Northpointe as its pretrial client management system, RCPD has experienced several functionality issues/needs, but does not have any more customization hours available, nor does it have a dedicated team member to assist them. This is causing unnecessary extra work by RCPD staff that can be eliminated by having Northpointe personnel readily available to troubleshoot/modify based on RCPD's specific needs. Lastly, as the Pretrial Division continues to grow, RCPD will need access to additional user licenses.

To address the above-mentioned needs, RCPD is requesting for Northpointe to provide the following services, starting October 31, 2023:

- Northpointe Suite Reporting (15 user subscriptions)
- Public Safety Assessment (PSA) Validation Study Services
- Report Custom Creation and Training Services
- Custom Application Programming Interface Parser (Public Safety Assessment Criminal History Parser) Services
- FY 2023-2024 Project Management Services
- Outbound Short-Message-Service (SMS) Messaging Services

The above-mentioned services would require a contract aggregate increase of \$327,201, this increase would be covered entirely by SB129 grant funds.

6. Unique features of the supply/service being requested from this supplier.

The above-mentioned services (listed in Section 5) are to be provided via RCPD's current platform with Northpointe. These services are provided through a Northpointe "suite", an adult assessment tool that provides information related to both violence and recidivism, as well as risk needs for each of RCPD's clients. This platform/suite is the proprietary property of Northpointe.

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

The requested services are needed for RCPD to meet the legal requirements of reporting statistics to the Judicial Council, completing a PSA prior to arraignment on all eligible defendants, and to complete the PSA Validation Study. In addition to being needed for legally mandated requirements, (which will be covered by a grant fund), these additional services will improve accuracy in reporting data to the state and increase the amount of reports being provided to the court.

8. Period of Performance: From: October 31, 2023, to November 30, 2026
(total number of years)

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

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.

Description:	2/8/22 – 11/30/26	10/31/23 – 11/30/26	Total
Previous SSJ Approved Contract Aggregate Amount	\$737,401		\$737,401
Additional Aggregate Compensation Needed for New Services		\$327,201	\$327,201
New Total Contract Aggregate Cost:			\$1,064,602

10. Price Reasonableness:

Northpointe, through years 3-5 of the Agreement, is providing RCPD with a fixed average rate increase of 3.69% for subscription renewal and hosting services, as listed on Exhibit B of the Agreement incorporated into Amendment No. 1. This fixed average rate provides RCPD with cost efficacy and fiscal visibility for future budgetary purposes.

11. Projected Board of Supervisor Date (if applicable): October 31, 2023

Natalie Rivera Natalie Rivera 10/10/2023
Natalie Rivera (Oct 10, 2023 13:09 PDT)
 Department Head Signature Print Name Date
 (or designee)

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

Purchasing Department Comments:

Approve Approve with Condition/s Disapprove

Condition/s:

Add additional scope items to the software agreement already in place for continuity. Add \$327,201 to the current SSJ

Not to exceed:

One-time \$ _____

Annual Amount \$ _____ / per fiscal year through _____ (date)

(If Annual Amount Varies each FY)

FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____
FY _____ : \$ _____



Suzanna Hinckley,
Assistant Director

10/11/2023

24-089

Purchasing Agent

Date

Approval Number

(Reference on Purchasing Documents)

Sole Source Justification for Amendment No. 1 to the Service Agreement with Northpointe Software Inc.

Interim Agreement Report








2023-10-10


Created:	2023-10-10
By:	Jose (Tony) Curiel (jocuriel@rivco.org)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAABRuS95X8_OsgEp5TCFWZMRRobdHDqse7

Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

"Sole Source Justification for Amendment No. 1 to the Service Agreement with Northpointe Software Inc." History

-  Document created by Jose (Tony) Curiel (jocuriel@rivco.org)
2023-10-10 - 6:30:45 PM GMT
-  Document emailed to Bryon Hansen (brhansen@rivco.org) for signature
2023-10-10 - 6:43:35 PM GMT
-  Email viewed by Bryon Hansen (brhansen@rivco.org)
2023-10-10 - 8:01:01 PM GMT
-  Jose (Tony) Curiel (jocuriel@rivco.org) replaced signer Bryon Hansen (brhansen@rivco.org) with Natalie Rivera (nkrivera@rivco.org)
2023-10-10 - 8:06:24 PM GMT
-  Document emailed to Natalie Rivera (nkrivera@rivco.org) for signature
2023-10-10 - 8:06:25 PM GMT
-  Email viewed by Natalie Rivera (nkrivera@rivco.org)
2023-10-10 - 8:09:00 PM GMT
-  Document e-signed by Natalie Rivera (nkrivera@rivco.org)
Signature Date: 2023-10-10 - 8:09:37 PM GMT - Time Source: server

 Document emailed to mehahn@rivco.org for signature
2023-10-10 - 8:09:38 PM GMT