

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



ITEM: 3.44
(ID # 25063)

MEETING DATE:
Tuesday, June 25, 2024

FROM : PROBATION

SUBJECT: PROBATION: Approval of Amendment No. 5 to the Professional Service Agreement with WestEd for Juvenile Justice Crime Prevention Act (JJCPA) Program Evaluation Services without seeking competitive bids for one year; All Districts. [Total Cost \$160,000; up to 10% in additional compensation; 100% State Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve Amendment No. 5 to the Professional Service Agreement with WestEd for Juvenile Justice Crime Prevention Act (JJCPA) Program Evaluation Services without seeking competitive bids at the prior annual Agreement amount of \$160,000, thus increasing the total contract amount from \$960,000 to \$1,120,000, extend the contract term for one additional year through June 30, 2025, and Authorize the Chair of the Board to execute the Amendment on behalf of the County.
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved by County Counsel to: a) 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 b) sign amendments to the compensation provisions that do not exceed the sum total of ten percent (10%) of the total cost of the contract OR \$16,000 per year and c) issue Purchase Orders for the services that do not exceed the approved amounts.

ACTION:Policy


Christopher Wright, Chief Probation Officer 5/22/2024

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, 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: June 25, 2024
xc: Probation

Kimberly A. Rector
Clerk of the Board

By: 
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	\$0	\$160,000	\$160,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% State Funds - JJCPA			Budget Adjustment: No	
			For Fiscal Year: 2024/2025	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The State of California has allocated funds for the continuation of programs through the Juvenile Justice Crime Prevention Act (JJCPA). Major components of the Riverside County (County) plan are mandatory outcome evaluation, community-based organization JJCPA funded services, and the school-based early intervention and prevention program serving middle and high school at-risk youths.

Programs funded through JJCPA include the early intervention and prevention program involving Community Based Organizations, a Restorative Justice program operated through Chapman University; Successful Short-Term Supervision program; alternative and continuing education for youth who have struggled academically and/or behaviorally in the traditional school setting; wellness, mental health, substance abuse, and prevention programs; and a variety of youth services through Community Based Organizations. Measurement of the programs' effectiveness in meeting specific outcome objectives is a mandatory requirement set by the original legislation with both State and local reports due on a semi-annual basis.

Over the last several years, West Ed, a third-party vendor has been contracted (PRARC-95277-033-06/24) to assist in developing uniform tracking measures, to assess the services provided to youth and families via contracted agencies. WestEd formulated an evaluation plan which meets the specific legislative requirements with local outcomes to be established by the County and other participating agencies. The evaluation plan requires, at a minimum, collecting the necessary baseline and follow-up data to measure state and local objectives. Tasks include but are not limited to, data collection, data coding, data analysis, training, and program feedback, along with reports and recommendations.

The County can see how many individual youth and families are served by these entities. Measurement of the programs' effectiveness in meeting specific outcome objectives is a mandatory requirement set by the original legislation with both State and local reports due on a semi-annual basis. Approval of the sole source to extend the agreement with WestEd for an additional year shall enable the County obtain the necessary evaluation and measurement services to meet the legislative requirements.

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

Impact on Residents and Businesses

Juvenile delinquency is a county-wide challenge that impacts the safety and well-being of Riverside County's citizens. Businesses suffer when juveniles steal from shop owners and blight neighborhoods with graffiti. In response to this challenge, the Riverside County Probation Department, in collaboration with the District Attorney, Public Defender and numerous community-based organizations, established programs for at-risk youth and youth offenders. These programs are funded through the State's Juvenile Justice Crime Prevention Act and provide a collaborative and integrated multi-agency approach to early intervention services and programs which are effective in preventing and suppressing juvenile delinquency.

Additional Fiscal Information

On March 18, 2024, at the Juvenile Justice Coordinating Council meeting, approval was given to fund the cost of an agreement with the awarded vendor for FY 2024/25 budget cycle.

Contract History and Price Reasonableness

Five years ago, County Purchasing issued a formal Request for Proposal (RFP) PRARC-080 on behalf of the Probation Department to obtain competitive proposals from qualified bidders to provide JJCPA program evaluation services. Notification of RFP PRARC-080 was sent to fifty-one (51) potential bidders; advertised on the Public Purchase and County Purchasing websites. On September 17, 2019, this Board approved an Agreement award to WestEd (as the lowest cost and most responsive/responsible bidder) with an aggregate Agreement price of \$960,000 for five years.

In September of 2023 a Request for Proposal (RFP) PRARC-092 was issued on behalf of the Probation Department to obtain competitive proposals that would have replaced the current Agreement after its expiration date of June 2024.

In April of 2024 the bidders from the RFP were evaluated and this has led to delays in awarding a contract to a vendor. Probation is requesting the approval of a sole source justification to extend the terms of the Agreement PRARC-95277-033-06/24 for one additional year until June 2025 while the RFP is finalized, and a contract is executed through RFP PRARC-092. Upon the execution of the RFP PRARC-092 contract, Probation will terminate contract number PRARC-95277-033-06/24 with WestEd.

ATTACHMENTS:

Professional Service Agreement for WestEd Program Evaluation of JJCPA funded services
Sole Source Justification

Amendment No. 5 to the PSA for JJCPA Program Evaluation Services with WestEd

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

Meghan Hahn
Meghan Hahn, Director of Procurement 5/28/2024

Rebecca S Cortez
Rebecca S Cortez, Principal Management Analyst 5/29/2024

Aaron Gettis
Aaron Gettis, Chief of Deputy County Counsel 5/28/2024

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE SERVICE AGREEMENT
JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAM EVALUATION SERVICES
WITH
WESTED

Original Contract Term:	9/17/2019 through 6/30/2024
Contract Term Extended To:	6/30/2025
Effective Date of Amendment:	7/1/2024
Original Annual Maximum Contract Amount:	\$160,000
Contract ID:	PRARC-95277-003-06/24

This Amendment No. 5 to the Agreement for professional services is entered into by and between the County of Riverside, a political subdivision of the State of California (COUNTY), and WestEd, a joint powers agency (CONTRACTOR), effective July 1, 2024.

WHEREAS, COUNTY and CONTRACTOR entered into that Professional Service Agreement for evaluation and monitoring of programs funded through the JJCPA , effective September 17, 2019, through June 30, 2020 (the "Agreement"); and

WHEREAS, COUNTY and CONTRACTOR entered into that Amendment No. 1 to exercise the first of four (4) options to renew the Service Agreement for a one (1) year period through June 30, 2021, for the budgeted amount of \$200,000; and,

WHEREAS, COUNTY and CONTRACTOR entered into that Amendment No. 2 to exercise the second of four (4) options to renew the Service Agreement for a one (1) year period through June 30, 2022, for the budgeted amount of \$200,000; and,

WHEREAS, COUNTY and CONTRACTOR entered into that Amendment No. 3 to exercise the third of four (4) options to renew the Service Agreement for a one (1) year period through June 30, 2023, for the budgeted amount of \$200,000; and,

WHEREAS, COUNTY and CONTRACTOR entered into that Amendment No. 4 to exercise the fourth option to renew the Service Agreement for a one (1) year period through June 30, 2024, for the budgeted amount of \$160,000; and,

WHEREAS, Section 23.12 of the Service Agreement allows for modifications by written amendment signed by both parties; and,

WHEREAS, COUNTY and CONTRACTOR wish to further extend the terms of the agreement for one (1) year to have CONTRACTOR continue providing services through June 30, 2025, with a budgeted amount of \$160,000.00, upon the terms and conditions as set forth below.

NOW THEREFORE, in consideration of the mutual promises contained hereafter, COUNTY and CONTRACTOR agree to amend the Services Agreement according to the terms and in the manner set forth herein:

JUN 25 2024 3.44

RECEIVED COUNTY OF RIVERSIDE
JUN 24 AM 10:37

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE SERVICE AGREEMENT
JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAM EVALUATION SERVICES
WITH
WESTED


1. The above recitals are true and correct and are incorporated herein by reference.
2. The first sentence of Section 2.1 of the Agreement ("Period of Performance") is deleted in its entirety and replaced with the following: "This Agreement shall be effective July 1, 2024 and continues in effect through June 30, 2025, unless terminated earlier pursuant to the provisions of this Agreement."
3. Per section 3.1 of the Agreement, as later amended, up to one hundred sixty thousand dollars (\$160,000) is authorized for the annual period of July 1, 2024 to June 30, 2025.
4. All other terms and conditions of the Service Agreement, and any subsequent amendments thereto, not modified herein shall remain unchanged.
5. The Effective Date of this Amendment No. 5 to the Agreement is July 1, 2024.
6. This Amendment No. 5 may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party to this Amendment No. 5 agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment No. 5. The parties further agree that the electronic signatures of the parties included in this Amendment No. 5 are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

[Signature page to follow]

COUNTY OF RIVERSIDE
AMENDMENT NO. 5 TO THE SERVICE AGREEMENT
JUSTICE CRIME PREVENTION ACT (JJCPA) PROGRAM EVALUATION SERVICES
WITH
WESTED

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

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

By: 
Chuck Washington
Chair, Board of Supervisors
Dated: 6/25/2024

WESTED, a Joint Powers Agency

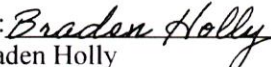
By: 
Lauren Wrotniak
Senior Director, Contracts & Grants
Dated: May 23, 2024

ATTEST:

Clerk of the Board **KIMBERLY A. RECTOR**

By: 
Deputy

APPROVED AS TO FORM:
MINH C. TRAN
County Counsel

By: 
Braden Holly
Deputy County Counsel

PROFESSIONAL SERVICE AGREEMENT

for

Juvenile Justice Crime Prevention Act (JJCPA) Program Evaluation Services

between

COUNTY OF RIVERSIDE

and

WestEd



SEP 17 2019 3.15

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This Agreement, made and entered into this ____ day of _____, 2019, by and between WestEd, a Joint Powers Agency, (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, Payment Provisions to the Agreement.

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 June 30, 2020 with four (4) options to renew in one-year increments by written amendment only, through June 30, 2024, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

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 two hundred thousand dollars (\$200,000) annually for the first four years and shall not to exceed one hundred, sixty thousand dollars (\$160,000) annually for the fifth and final year 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 No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

3.3 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

Attn: Accounts Payable

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-95277-003-06/24; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered monthly in arrears.

3.4 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. Notwithstanding the foregoing and subject to the confidentiality obligations set forth herein, CONTRACTOR is permitted to publish its reports and recommendations produced pursuant to this Agreement, upon COUNTY's prior review and written approval of such report(s) and/or recommendation(s).

7. Conduct of Contractor

7.1 The CONTRACTOR covenants that it, to the best of its knowledge, 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. 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, required by law, and/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 COUNTY Purchasing Agent, or designee, 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

Purchasing & Fleet Services

2980 Washington Street

CONTRACTOR

WestEd

730 Harrison Street

Riverside, CA 92504

San Francisco, CA 94107

Attn: PCS Patti Guerrero

Attn: Contracts Management Department

Probation Department

3960 Orange Street, Suite 600

Riverside, CA 92501

Attn: Contracts, Grants, & Procurement Unit

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.

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. Professional Liability Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

E. 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

By: 
Kevin Jefferies, Chairman
Board of Supervisors

Dated: SEP 17 2019


WESTED, a Joint Powers Agency

By: 
Michael Neuenfeldt
Deputy Chief Financial Officer

Dated: 8.13.19

ATTEST:

Kecia Harper-~~hem~~
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel


By: 
Susanna Oh,
Deputy County Counsel

EXHIBIT "A"

SCOPE OF SERVICE

1.0 Evaluation and Planning

1.1 The CONTRACTOR shall formulate an evaluation plan that meets the specific legislative requirements of the Juvenile Justice Crime Prevention Act and participate in the development of local outcome objectives as requested. The local outcomes will be established by County of Riverside Probation Department (COUNTY) and any other participating agencies in consultation with the CONTRACTOR under this Agreement. The evaluation plan will require, at a minimum, collecting the necessary baseline and follow-up data to measure state and local objectives. The CONTRACTOR shall include the following criteria, if applicable, for each funded program:

- a) Juvenile arrest rates for program participants;
- b) Types of services/programming provided, and number of youths served per service/programming;
- c) Rates of completion of program to include recidivism rates for 1 year and 3 years post program completion;
- d) Incarceration rates;
- e) Probation violation, revocation, and Deferred Entry of Judgement (DEJ) lift rates;
- f) Rates of completion of community service as well as rates of completion restitution;
- g) And in some programs, school performance to include truancy rates, as well as family violence rates.
- h) The evaluation plan will also necessitate researching baseline data to establish program comparisons.

1.2 The CONTRACTOR's approach to evaluation shall be guided by the following principles:

1.2.1 Engage with Partners: to the extent possible, CONTRACTOR'S approach involves co-developing plans. Authentic partnership with funders and intended primary users is the key to ownership of the evaluation process, ensuring cultural and contextual relevance, honing questions, and better understanding of the data and uptake of the findings and recommendations.

1.2.2 Incorporate Multiple Evaluation Methods: when appropriate, CONTRACTOR shall weave together qualitative and quantitative data sources. Using mixed methods to produce more varied kinds of information that can be used to convey broader and more detailed perspective.

1.2.3 Share Information as it is Generated: evaluations can encourage individual and organizational learning. CONTRACTOR's approach shall include regular communication and feedback loops that allow

for co-interpretation of data and socially-constructed knowledge to guide and inform the study and perspective about local implementation, outcomes, and recommendations for improvement.

1.2.4 Develop Local Evaluation Capacity: CONTRACTOR shall conduct evaluation with the COUNTY and partners, not for them. This approach aims to strengthen the COUNTY and partners' evaluation logic and skills and empower them to continue to examine efforts beyond the scope of the project.

1.3 The CONTRACTOR shall schedule and conduct a series of meetings over a three-month period, starting with a launch meeting, to identify and finalize the JJCPA Program Services evaluation plan that will include the legislative requirements of the JJCPA and local outcome objectives. This three-month period shall be considered the Evaluability Assessment period. As part of this period, the launch meetings at the project's start with the COUNTY and other key members shall serve to establish a common understanding among all parties about the goals of this large-scale evaluation on programs funded through the JJCPA. Meetings objectives shall identify the following:

- a) Key tasks and information needed to guide the development of evaluation plan
- b) Timing of key deliverables (relative to program implementation)
- c) Type and frequency of communication that shall best facilitate the work will be identified

The deliverables are expected to be completed as identified in the evaluation plan to meet legislative requirements and local needs and that the evaluation services begin when the agreement becomes effective and continue through June 2024.

1.3.1 During a three-month evaluability assessment period, CONTRACTOR shall generate a data inventory building off the data points listed under section 1.1 and from data available from the COUNTY and other JJCPA partnering agencies, to include specific information:

- a) Type,
- b) Format,
- c) Timing,
- d) Unit of analysis, and
- e) other characteristic and other possible data sources.

This process shall address the accessibility of existing data systems and how they might be utilized, the timing of any new data collection, and the instruments to be used. It shall also aid in the prioritization of evaluation tasks. CONTRACTOR's other goal shall be to start the process of identifying available data, starting with the COUNTY, so that CONTRACTOR's team can quickly gain a better understanding of available data and grantee programs.

1.3.2 CONTRACTOR shall, after the launch meeting with the COUNTY, schedule meetings with each partner agency to establish relationships with key stakeholders. Upon completion of evaluation assessment period, CONTRACTOR can formalize data use agreements as needed. This is to accomplish the process of assessing data availability and data agreements in three months. The CONTRACTOR shall establish data security protocols in which help to expedite the process.

1.3.3 CONTRACTOR meetings with the COUNTY and service providers shall include a mix of in-person and video conference meetings. The meetings share the same goals of offering opportunities for relationship

building, structured reflection, learning and problem solving together, and support for moving efforts forward at all levels. Deliverable of the evaluability assessment shall be an evaluation plan.

1.3.3 The evaluation plan shall include, but not be limited to, the following data points:

- a) juvenile arrest rates for program participants;
- b) types of services/programming rendered;
- c) number of youth served per service/programming;
- d) rates of completion of program to include recidivism rates for 1 year and 3 years post program completion;
- e) incarceration rates;
- f) probation violation;
- g) probation revocation;
- h) Deferred Entry of Judgement (DEJ) lift rates;
- i) rates of completion of community service as well as rates of completion restitution;
- j) school performance to include truancy rates; and
- k) family violence rates.

*Additional data might be identified during the period of developing the evaluation plan.

2.0 Data Collection

2.1 The CONTRACTOR shall collect program data on referrals received, petitions filed, administer questionnaires, collect self-reported data obtained from baseline and follow-up interviews or from forms completed by program staff, observe program operations and activities, review and enter historical data from a variety of sources, including probation records. The CONTRACTOR shall be required to work within the laws and guidelines pertaining to the proper handling of confidential juvenile records.

2.2 Incorporating both qualitative and quantitative methods the CONTRACTOR, in collaboration with the COUNTY and services providers, shall establish a timeline that supports the evaluation plan for each service provider to ensure data are submitted. CONTRACTOR shall develop a data collection database that can be used by service providers to submit data. CONTRACTOR shall collaborate with the COUNTY to develop an effective and engaging dashboard that will assist the COUNTY, agencies, and service providers to understand and share large and complicated sets of data in accessible and friendly ways.

2.3 Data Dictionary – CONTRACTOR shall develop a data dictionary for this evaluation process which will help to define and equip the CONTRACTOR's evaluation team to prepare the data for use.

2.3.1 CONTRACTOR shall identify all relevant existing data sources, evaluate data quality, and determine the extent to which similar data exists across program providers. Data shall include information on:

- a) Referrals received,
- b) Petitions filed,
- c) Questionnaires,
- d) Probation records, and

e) Other forms collected by program staff.

3.0 Data Coding

3.1 The CONTRACTOR shall collate data and information gained through data collection, ensure its accuracy and translate collected data into useable formats for analysis pursuant to state mandates and local objectives.

3.2 Data collected by the CONTRACTOR from multiple partners shall be linked using participant's unique identifier, such as CII (California Information and Identification Number). Using CA DOJ's CORI dataset as an example data source to examine criminal history and recidivism:

3.2.1 CONTRACTOR shall use cycle ID to track a new arrest and related charges and convictions, and step ID to track each step in the cycle.

3.2.2 CONTRACTOR shall use the cycle date and step date to examine the length of criminal history as well as time to recidivism from program completion.

3.2.3 CONTRACTOR shall use the offense type of charge, the type of arrest, sentences, and convictions (infraction, misdemeanor, or felony).

Similar steps for data cleaning and coding will be employed with other sources of criminal history if CORI access is not available.

3.3 CONTRACTOR shall work with each program to identify the types of implementation and outcome data that are readily available, and which need to be collected.

3.3.1 CONTRACTOR shall provide technical assistance to help service providers develop an implementation data tool for use to track services provided to participants.

3.3.2 CONTRACTOR shall regularly check the implementation data tool for data entry and meet with the service providers to discuss any modifications needed to the implementation data tool to ensure data quality and that any new important implementation information is captured.

3.4 Surveys shall be used to assess outcomes, as a first step CONTRACTOR shall examine the survey data for outliers, invalid values, and potentially problematic univariate and multivariate distributions (e.g., skewed distributions).

3.4.1 To identify potentially problematic cases, CONTRACTOR shall compute univariate statistics and plot the distributions of the variables.

3.4.2 For discrete variables measured on nominal or ordinal scales, CONTRACTOR shall conduct cross-tabulation techniques.

3.4.3 For continuous variables, CONTRACTOR shall utilize scatterplot matrices to identify multivariate outliers and to determine if nonlinear relationships exist between any of the variables.

3.4.4 CONTRACTOR shall examine the reliability and validity of the scales and items included in the surveys. To assess the internal consistency reliability of scales, CONTRACTOR shall utilize Cronbach's alpha. Composite variables shall be created when scales have reliability estimates above .70. To evaluate

construct validity, CONTRACTOR shall utilize factor analysis and correlational analyses to determine if the associations amount the scales, items, composite variables are logical and theory-based.

4.0 Data Analysis

4.1 The CONTRACTOR shall conduct statistical analyses related to mandated and local objectives, prepare summary of statistics, charts, tables, graphs, and review material/documents prepared by providers.

4.2 CONTRACTOR shall conduct descriptive analyses. Depending on the availability of data and viable comparison groups, CONTRACTOR shall use more rigorous designs for the outcome evaluation, such as quasi-experimental design with a matched comparison group, pretest-posttest designs, or less rigorous designs that rely on descriptive analyses.

4.2.1 During the planning stages of the study, CONTRACTOR and the COUNTY shall work together to determine whether to utilize more rigorous designs that require more complex data analysis strategies and resources, such as analysis of covariance modeling (ANCOVA) or hierarchical linear modeling (HLM).

4.2.2 For the less rigorous designs, CONTRACTOR shall conduct inferential analyses, such as chi-square tests or ANOVAs, to determine if statistically significant differences emerge across groups (e.g., older or younger youth) participating in the programs.

4.3 Using the results of statistical data, CONTRACTOR shall create tables and figures that are consistent with the design principles outlined by Evergreen (2017) to include in project's reports.

4.3.1 To effectively tell a story that the data reveals, CONTRACTOR shall utilize many different styles of charts, including bar or column charts, stacked charts, line charts, histogram, scatter plots, tables, and maps.

4.4 Implementation Analyses – CONTRACTOR shall identify all implementation factors or critical program components of the JJCPA-funded programs that can be assessed with survey data or other available extant data.

4.4.1 CONTRACTOR shall use correlational methods to examine the link between the implementation factors and the outcomes of interest.

4.4.2 Addressing implementation questions, CONTRACTOR shall draw upon their existing knowledge of JJCPA-funded programs, review project documents, and discuss the programs with the COUNTY and participating agencies' staff to identify all implementation factors or critical program components of the programs that can be assessed with the available data.

4.4.3 CONTRACTOR shall work collaboratively with the COUNTY and the participating agencies to identify threshold for low, medium, and high levels of implementation for each factor. This will allow CONTRACTOR to categorize the programs based on their implementation levels and compare outcomes for participants who experienced different implementation levels.

4.4.4 CONTRACTOR shall, using descriptive data analysis techniques, identify and describe the patterns in implementation across the project components.

4.5 Analysis for a Quasi-Experimental Design – CONTRACTOR shall explore the possibility of using one or more quasi-experimental designs to evaluate the impact of the funded programs. Identifying a comparison group is critical in this quasi-experimental study and conducted prior to the analysis of program impacts.

4.6 Analyses for a Pretest-Posttest Design – This design can provide preliminary evidence regarding the impact of the programs and CONTRACTOR shall employ this type of design with appropriate. CONTRACTOR shall calculate the difference between participants' outcomes (e.g., arrest rates, family violence rates) at the beginning and end of the program. The outcome measures included in the pretest-posttest design can be assessed via extant data and surveys.

4.7 Descriptive Analyses - CONTRACTOR shall assess outcomes, for example recidivism, which can be operationally defined as new arrests, sentences, and convictions and/or petition violations (outcomes such as recidivism shall be collaboratively operationally defined by the COUNTY and CONTRACTOR).

4.7.1 CONTRACTOR shall conduct descriptive analyses using extant data and survey data. CONTRACTOR's descriptive analyses shall include the calculation of means, standard deviations, and frequencies to summarize the status of outcome measures, such as the rate of recidivism and petition violations as well as time to recidivism/petition violation.

4.7.2 CONTRACTOR shall disaggregate the findings by program as well as by relevant demographic variables or other characteristics of interest.

4.7.3 CONTRACTOR shall concentrate on identifying the patterns in the data that are critical to telling the story of the data. The primary goal for the descriptive analyses shall be to simplify and consolidate the data so that it is easily understandable and meaningful to the programs.

5.0 Training and Program Feedback

5.1 The CONTRACTOR shall be expected to meet at least quarterly over the course of the contract period with each program to provide training and program feedback. Project sites are located across the County of Riverside. Training shall include, but not be limited to, procedures and methods of collecting data for the evaluation. Feedback will include evaluation findings for each respective program and recommendations regarding each program's effectiveness in meeting objectives.

5.2 As part of a process of continuous improvement, CONTRACTOR shall meet quarterly with each service provider to provide training on data collection procedures and protocols, provide program feedback, and to share evaluation findings as they are gathered.

5.2.1 CONTRACTOR shall coordinate quarterly in-person meetings with each of the twenty-nine (29) program sites during the first and third quarter annually. The other two quarterly meetings per year shall be held via video conference. The first quarter meeting for year one of this Agreement shall focus mostly on data collection protocols and procedures timeline.

5.2.2 CONTRACTOR shall provide support as needed for additional trainings or meetings and CONTRACTOR's evaluation staff can provide support via video conferencing, emails, or phone calls.

6.0 Reports and Recommendations

6.1 The CONTRACTOR shall prepare and submit mandatory reports, two copies, one for Probation and another which will be submitted to the State of California.

6.2 Prepare local reports for the County Board of Supervisors and participating agencies as requested (such as summaries of trends on outcomes), annually.

6.3 Make recommendations to program staff regarding the findings and suggestions for program improvement.

6.4 To ensure the reports are accessible to the COUNTY, partner agencies, practitioners, and other stakeholders, CONTRACTOR shall follow several recognized methods for effectively communicating evaluation findings to non-technical audiences. CONTRACTOR shall complete the implementation and outcome reports according to the evaluation plan timelines.

6.4.1 CONTRACTOR shall prepare and complete the annual Technical Report outlining program outcomes for presentation to the COUNTY and the Juvenile Justice Coordinating Council each March. The data from this report shall also be used to generate reports required by the State of California.

EXHIBIT "B"
PAYMENT PROVISIONS

1. The CONTRACTOR shall provide nine staff to perform the services as outlined under the scope of service, Exhibit A of this Agreement. The payment provision shall include personnel cost, other direct cost, indirect cost and a management fee.

1.1 Personnel Title/Role:

- Program Assistant II (one position)
- Senior Research Associate I (one position)
- Senior Research Associate II (one position)
- Research Associate I (one position)
- Research Associate II (three positions)
- Administrative Assistant II (one position)
- Lead Analyst (one position)

2. WestEd Budget Evaluation of JJCPA Services – Five Years

Year 1 Program Evaluation of JJCPA Services Budget (2020)

Title/Role	Year 1		
	2020 Loaded Hourly Rate	Hours	Subtotal
Program Assistant II	\$ 110.22	49.04	\$ 5,405
Senior Research Associate I	\$ 137.69	280.00	\$ 38,553
Senior Research Associate II	\$ 157.44	216.00	\$ 34,007
Research Associate I	\$ 108.79	176.00	\$ 19,147
Research Assistant II	\$ 95.69	112.00	\$ 10,717
Administrative Assistant II	\$ 81.41	152.00	\$ 12,374
Research Assistant II	\$ 82.28	160.00	\$ 13,165
Research Assistant II	\$ 92.82	224.00	\$ 20,792
Lead Analyst	\$ 102.27	304.00	\$ 31,090
	<i>Subtotal Personnel</i>		\$ 185,250
Other Direct Costs			
Travel	<i>2-staff per trip</i>		\$6,750
	<i>1-staff per trip</i>		\$4,725
Office Supplies	<i>Meeting Materials</i>		\$805
	<i>Subtotal Other Direct Cost</i>		\$12,280
Indirect Costs			
	<i>Indirect Cost on ODC's</i>		\$1,768
	<i>Subtotal ODC's + Indirect</i>		\$14,048
	<i>Management Fee on ODC's + Indirect</i>		\$702
	<i>Subtotal ODC's + Indirect + Fee</i>		\$14,750
YEAR 1 GRAND TOTAL			\$200,000

**EXHIBIT "B" CONT.
PAYMENT PROVISIONS**

Year 2 Program Evaluation of JJCPA Services Budget (2021)

Title/Role	Year		
	2021 Loaded Hourly Rate	Hours	Subtotal
Program Assistant II	\$ 114.94	58.32	\$ 6,703
Senior Research Associate I	\$ 143.73	280.00	\$ 40,244
Senior Research Associate II	\$ 164.52	200.00	\$ 32,904
Research Associate I	\$ 113.46	160.00	\$ 18,154
Research Assistant II	\$ 99.74	56.00	\$ 5,585
Administrative Assistant II	\$ 84.71	144.00	\$ 12,198
Research Assistant II	\$ 85.80	160.00	\$ 13,728
Research Assistant II	\$ 96.62	224.00	\$ 21,643
Lead Analyst	\$ 106.54	320.00	\$ 34,093
	<i>Subtotal Personnel</i>	1602.32	\$ 185,252
Other Direct Costs			
Travel	<i>2-staff per trip</i>		\$6,750
	<i>1-staff per trip</i>		\$4,725
Office Supplies	<i>Meeting Materials</i>		\$803
	<i>Subtotal Other Direct Cost</i>		\$12,278
Indirect Costs			
	<i>Indirect Cost on ODC's</i>		\$1,768
	<i>Subtotal ODC's + Indirect</i>		\$14,046
	<i>Management Fee on ODC's + Indirect</i>		\$702
	<i>Subtotal ODC's + Indirect + Fee</i>		\$14,748
YEAR 2 GRAND TOTAL			\$200,000

**EXHIBIT "B" CONT.
PAYMENT PROVISIONS**

Year 3 Program Evaluation of JJCPA Services Budget (2022)

Title/Role	Year		
	2022 Loaded Hourly Rate	Hours	Subtotal
Program Assistant II	\$ 119.87	51.52	\$ 6,176
Senior Research Associate I	\$ 150.06	280.00	\$ 42,017
Senior Research Associate II	\$ 171.94	176.00	\$ 30,261
Research Associate I	\$ 118.35	160.00	\$ 18,936
Research Assistant II	\$ 103.98	56.00	\$ 5,823
Administrative Assistant II	\$ 88.16	160.00	\$ 14,106
Research Assistant II	\$ 89.48	160.00	\$ 14,317
Research Assistant II	\$ 100.59	224.00	\$ 22,532
Lead Analyst	\$ 111.01	280.00	\$ 31,083
	<i>Subtotal Personnel</i>	1547.52	\$ 185,251
Other Direct Costs			
Travel	<i>2-staff per trip</i>		\$6,750
	<i>1-staff per trip</i>		\$4,725
Office Supplies	<i>Meeting Materials</i>		\$804
	<i>Subtotal Other Direct Cost</i>		\$12,279
Indirect Costs			
	<i>Indirect Cost on ODC's</i>		\$1,768
	<i>Subtotal ODC's + Indirect</i>		\$14,047
	<i>Management Fee on ODC's + Indirect</i>		\$702
	<i>Subtotal ODC's + Indirect + Fee</i>		\$14,749
YEAR 2 GRAND TOTAL			\$200,000

**EXHIBIT "B" CONT.
PAYMENT PROVISIONS**

Year 4 Program Evaluation of JJCPA Services Budget (2023)

Title/Role	Year		
	2023 Loaded Hourly Rate	Hours	Subtotal
Program Assistant II	\$ 125.04	45.36	\$ 5,672
Senior Research Associate I	\$ 156.69	256.00	\$ 40,113
Senior Research Associate II	\$ 179.71	176.00	\$ 31,629
Research Associate I	\$ 123.46	132.00	\$ 16,297
Research Assistant II	\$ 108.41	56.00	\$ 6,071
Administrative Assistant II	\$ 91.77	160.00	\$ 14,683
Research Assistant II	\$ 93.33	160.00	\$ 14,933
Research Assistant II	\$ 104.74	224.00	\$ 23,462
Lead Analyst	\$ 115.69	280.00	\$ 32,393
	<i>Subtotal Personnel</i>	1489.36	\$ 185,253
Other Direct Costs			
Travel	<i>2-staff per trip</i>		\$6,750
	<i>1-staff per trip</i>		\$4,725
Office Supplies	<i>Meeting Materials</i>		\$802
	<i>Subtotal Other Direct Cost</i>		\$12,277
Indirect Costs			
	<i>Indirect Cost on ODC's</i>		\$1,768
	<i>Subtotal ODC's + Indirect</i>		\$14,045
	<i>Management Fee on ODC's + Indirect</i>		\$702
	<i>Subtotal ODC's + Indirect + Fee</i>		\$14,747
YEAR 2 GRAND TOTAL			\$200,000

**EXHIBIT "B" CONT.
PAYMENT PROVISIONS**

Year 5 Program Evaluation of JJCPA Services Budget (2024)

Title/Role	Year		
	2024 Loaded Hourly Rate	Hours	Subtotal
Program Assistant II	\$ 129.97	34.16	\$ 4,440
Senior Research Associate I	\$ 163.03	232.00	\$ 37,823
Senior Research Associate II	\$ 187.15	160.00	\$ 29,944
Research Associate I	\$ 128.35	160.00	\$ 20,536
Research Assistant II	\$ 112.65	40.00	\$ 4,506
Administrative Assistant II	\$ 95.21	40.00	\$ 3,808
Research Assistant II	\$ 97.01	136.00	\$ 13,193
Research Assistant II	\$ 108.71	144.00	\$ 15,654
Lead Analyst	\$ 120.15	208.00	\$ 24,991
	<i>Subtotal Personnel</i>		\$ 154,985
Other Direct Costs			
Travel	<i>2-staff per trip</i>		\$0.00
	<i>1-staff per trip</i>		\$4,050
Office Supplies	<i>Meeting Materials</i>		\$200
	<i>Subtotal Other Direct Cost</i>		\$4,250
Indirect Costs			
	<i>Indirect Cost on ODC's</i>		\$612
	<i>Subtotal ODC's + Indirect</i>		\$4,862
	<i>Management Fee on ODC's + Indirect</i>		\$243
	<i>Subtotal ODC's + Indirect + Fee</i>		\$5,105
YEAR 2 GRAND TOTAL			\$160,000

* TOTAL AGGREGATE AMOUNT FOR ALL FIVE YEARS NOT TO EXCEED \$960,000



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Date: Friday, May 17, 2024
 From: Christopher H. Wright, Chief Probation Officer
 To: Board of Supervisors/ Purchasing Agent
 Via: Administrative Service Manager III Jessica Holstien
 Subject: Request for Sole or Single Source Procurement Evaluations Services

The below information is provided in support of my department requesting review for a single or sole source purchase/agreement with a cost of \$5,000 or more for goods and/or services.

Single Source Sole Source

Supporting Documents: indicate which are included in the request from the list below.

Supplier Quote Supplier Sole Source Letter Final draft Amendment
 Final draft Form 11 H-11 approved by RCIT/TSOC Grant Agreement
 Original Professional Service Agreement Other: _____

1. Requested Supplier Name: WestEd Supplier ID: 0000038020

- a. Describe the goods/service being requested:
 The contractor shall formulate an evaluation plan that meets the specific legislative requirements of the Juvenile Justice Crime Prevention Act and participate in the development of local outcome objectives as requested. The local outcomes will be established by County of Riverside Probation Department and any other participating agencies in consultation with the Probation Department. The evaluation plan will require, at a minimum, collecting the necessary baseline and follow-up data to measure state and local objectives.
- b. Explain the unique features of the goods/services being requested from this supplier:
 The supplier's approach to evaluation shall be guided by engaging with partners. Authentic partnership with funders and intended primary users is the key to ownership of the evaluation process, ensuring cultural and contextual relevance, honing questions, and better understanding of the data and uptake of the findings and recommendations. The supplier also incorporates multiple evaluation methods



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weaving together qualitative and quantitative data sources, and use mixed methods to produce more varied kinds of information that can be used to convey broader and more detailed perspectives. Additionally, they develop local evaluation capacity to strengthen the COUNTY and partners' evaluation logic and skills and empower them to continue to examine efforts beyond the scope of the project.

c. What are the operational benefits to your department?

The supplier shall schedule and conduct a series of meetings over a three-month period to identify and finalize the JJCPA Program Services evaluation plan that will include the legislative requirements of the JJCPA and local outcome objectives. The supplier shall collect program data on referrals received, petitions filed, administer questionnaires, collect self-reported data obtained from baseline and follow-up interviews or from forms completed by program staff, observe program operations and activities, review and enter historical data from a variety of sources, including probation records. The supplier shall be required to work within the laws and guidelines pertaining to the proper handling of confidential juvenile records.

The supplier shall develop a data collection database that can be used by service providers to submit data. The supplier shall collaborate with the county to develop an effective and engaging dashboard that will assist the county, agencies, and service providers to understand and share large and complicated sets of data in accessible and friendly ways. The supplier shall identify all relevant existing data sources, evaluate data quality, and determine the extent to which similar data exists across program providers.

d. Provide details on any cost benefits/discounts.

Assembly Bill No. AB 1998 requires annual reports by counties regarding the use of the JJCPA block grant funds. The bill requires annual reports to the Governor and the Legislature by the board regarding the programs, strategies, and system enhancements supported by the JJCPA block grants. To assess the effectiveness of programs, strategies, and system enhancements each county shall submit the report by October 1. An updated description of the programs, strategies, and system enhancements.

2. Can this request be formally bid out or procured using a viable solution such as an existing cooperative agreement or existing contract with another department or public entity?

Yes

No

a. If yes, please explain why you are requesting to utilize an SSJ process?



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County Purchasing issued a formal Request for Proposal (RFP) PRARC-080 on behalf of the Probation Department to obtain competitive proposals from qualified bidders to provide JJCPA program evaluation services. Notification of RFP PRARC-080 was sent to fifty-one (51) potential bidders; advertised on the Public Purchase and County Purchasing websites. Each RFP proposal was evaluated based on the criteria set forth in the RFP: overall response to the RFP requirements, bidders experience and ability, proposed cost-budget, references, financials, clarifications, exceptions, credentials, resumes, licenses, and certifications. The evaluation team recommends that the award be given to WestEd as the lowest cost and the most responsive/responsible bidder with an aggregate contract price of \$960,000 for five years. WestEds executed contract was approved by the Board of Supervisors on September 17, 2019, contract number PRARC-95277-003-06/24

In anticipation of the expiring contract County Purchasing issued a formal Request for Proposal (RFP) PRARC-092 in September of 2023 on behalf of the Probation Department to obtain competitive proposals that would have replaced this contract after its expiration date of June 2024. In April 2024 the RFP was evaluated and further responses were needed from the bidders. Probation is requesting the sole source to extend the terms of the agreement one year until June 2025 while the RFP is finalized, and a contract is executed to the awarded vendor through RFP PRARC-092.

3. Has your department previously requested/received an assigned tracking number for a single or sole source request for this Supplier for the goods/service requested now? *(If yes, please provide the reviewed single or sole source tracking number).*

Yes SSJ# _____ No

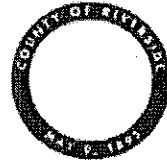
a. What was the total annual and aggregate amount? _____

4. Identify all costs for this requested in the table below:
 If review is for multiple years, all costs must be identified below:

Description:	FY 2024/25	FY _____	FY _____	FY _____	FY _____	Total
One-time Costs: <i>(Professional Service Agreement)</i>	\$160,000					\$160,000
Other Costs:						
Total Costs	\$160,000					\$160,000



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Note: Insert additional rows as needed

5. Period of Performance: July 1, 2024, to June 30, 2025

Ratify Start Date (if applicable): N/A

Initial Term Start Date: _____ End Date: _____

Number of renewal options (please provide those options: (i.e., one year with an option to renew four additional one-year periods): 0

Aggregate Term/End Date: June 30, 2025

6. Projected Board of Supervisor Date (if applicable): June 4, 2024

By signing below, I certify that all contractual and legal requirements to do business with the selected supplier has been fully vetted and approved.

Christopher H. Wright		5/17/2024
Print Name	Department Head Signature (Executive Level Designee)	Date

PCS Reviewed:

Vanessa Manuel		5/20/24
Print Name	Signature	Date

Note: Once signed by the Department Head and PCS (signature lines above), the PCS will e-mail completed SSJ form with supporting documents to psolesource@rivco.org, and cc: Supervising PCS. Please reach out to your assigned PCS with any questions.

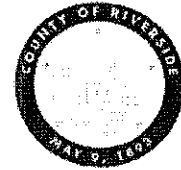
The section below is to be completed by the Purchasing Agent or designee.

Purchasing Department Review and Comments: _____

Not to exceed:



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One-time \$ _____

Annual Amounts reflected in completed chart for Question #4

Total Cost \$ 160,000

Aggregate Amount \$ _____

Melissa Curtis

Purchasing Agent Signature

5/24/2024

Date

24-261

Tracking Number

(Reference on Purchasing Documents)