RESOLUTION - ACTION REQUESTED 2014-419

MEETING: August 12, 2014

TO: The Board of Supervisors

FROM: Pete Judy, Chief Probation Officer

RE: Approve Professional Services Agreement with Alliance for Community Research and Development, LLC

RECOMMENDATION AND JUSTIFICATION:
Approve Professional Services Agreement with Alliance for Community Research and Development, LLC for evaluation of the AB109/Center for Opportunity Reentry Education (CORE) Programs: 2014/2015, and Authorize the Board of Supervisors Chair to Sign the Agreement. The study will be conducted by researchers employed by and in partnership with the University of California Merced. The evaluation will assist the Probation Department, Human Services, Mental Health, District Attorney, Sheriff, and CORE to review and improve current data collection and measurement (e.g., forms, procedures).

The evaluation will examine if participation in AB109 and CORE programs are contributing to improvements to participants and help identify strengths and weaknesses in the current programs. Analysis will include looking at how AB109 and CORE activities and services support the County's capacity to serve participants and reduce recidivism.

The Community Corrections Partnership (CCP) Implementation Plan included funds set aside for program evaluation anticipating the need for such at the 3 year mark. The State has continued to provide planning funds that can be used for program evaluation so there is no cost to the general fund. The State highly recommends evaluations on AB109 programs be conducted on a regular basis.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:
The Board could direct the Community Corrections Partnership to look at alternative approach to evaluating program effectiveness.
FINANCIAL IMPACT:
Contract amount is included in 2014-2015 proposed Community Corrections AB 109 Fund. There is no General Fund impact.

ATTACHMENTS:
Alliance for Community Research and Development   (PDF)

CAO RECOMMENDATION
Requested Action Recommended

RESULT: ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER: Lee Stetson, District I Supervisor
SECONDER: John Carrier, District V Supervisor
AYES: Lee Stetson, Merlin Jones, Kevin Cann, John Carrier
EXCUSED: Janet Bibby
PROFESSIONAL SERVICE AGREEMENT

THIS AGREEMENT is made this 1 day of July, 2014 between:
COUNTY: Mariposa County Probation Department

and

CONTRACTOR: Alliance for Community Research and Development, LLC
936 W. 18th Street
Merced, CA 95340

ARTICLE 1. TERM OF AGREEMENT

1.01 Agreement Term: This Agreement shall become effective on July 1, 2014 and shall terminate on December 31, 2015, unless terminated in accordance with the provisions of Article 7 of this Agreement.

ARTICLE 2. INDEPENDENT CONTRACTOR STATUS

2.01 Independent Contractor: It is the express intention of the parties that Contractor is an independent Contractor and not an employee, agent, joint venturer or partner of County. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and Contractor or any employee or agent of Contractor. Both parties acknowledge that Contractor is not an employee for state or federal tax purposes. Contractor shall retain the right to perform services for others during the term of this Agreement.

2.02 Contractor Qualifications: Contractor warrants that it has the necessary competence, experience and qualifications for the services to be performed.

2.03 Agreement Management: Contractor shall report to the Chief Probation Officer who will review the activities and performance of the Contractor and administer this Agreement.

ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR

3.01 Scope of Services: Contractor agrees to perform the services as described on Exhibit "A" attached hereto.

No additional services shall be performed by Contractor unless approved in advance in writing by the County stating the dollar value of the services, the method of payment, and any adjustment in Agreement time. All such services are to be coordinated with County and the results of the work shall be monitored by Chief Probation Officer or his/her designee. However, the means by which the work is accomplished shall be the sole responsibility of the Contractor.
3.02 **Method of Performing Services:** Contractor will determine the method, details, and means of performing the above-described services. County shall not have the right to, and shall not, control the manner or determine the method of accomplishing Contractor's services.

3.03 **Employment of Assistants:** Contractor may, at the Contractor's own expense, employ such assistants as Contractor deems necessary to perform the services required of Contractor by this Agreement. County may not control, direct, or supervise Contractor's responsibility for assistants or employees in the performance of those services. Contractor assumes full performance of those services. Contractor assumes full and sole responsibility for the payment of all compensation and expenses of such assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

4.01 **Compensation:** In consideration for the services to be performed by Contractor, County agrees to pay Contractor in proportion to the services satisfactorily performed in the not to exceed amount of $23,000 for services as described above. The total sum to be paid to Contractor includes all labor, materials, travel and other expenses to be incurred by Contractor in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County as follows:

[ ] Total sum to be paid upon completion of services,

or

[ X ] Incremental payments based on the following schedule: To be billed quarterly or as services are completed.

4.02 **Invoices:** Contractor shall submit detailed invoices for all services being rendered from the Contractor to the County.

4.03 **Date for Payment of Compensation:** County will endeavor to make payment within 45 days of invoices being submitted from the Contractor to the County, and approval and acceptance of the work by the County.

4.04 **Expenses:** Contractor shall be responsible for all costs and expenses incident to the performance of services for County, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. County shall not be responsible for any expense incurred by Contractor in performing services for County.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

5.01 **Tools and Instrumentalities:** Contractor will supply all tools and instrumentalities, required to perform the services under this Agreement. Contractor is not required to purchase or rent any tools, equipment or services from County. County shall not provide working space, supplies, materials or other such support to Contractor in the performance of the services and tasks as described herein.

5.02 **Indemnification:** Contractor shall indemnify and hold County harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses,
arising directly or indirectly from any act or failure of Contractor or Contractor’s assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property. Contractor agrees to maintain a policy of liability insurance in the minimum amount of One Million Dollars ($1,000,000) or an amount as otherwise determined appropriate by the County Risk Manager to cover such claims. Contractor shall furnish a certificate of insurance evidencing such insurance and naming the County as an additional insured for the above-cited liability coverage prior to commencing work. It is understood that the duty of Contractor to indemnify and hold harmless includes the duty to defend as set forth in Section 2778 of the California Civil Code. Acceptance by County of insurance certificates and endorsements required under this Agreement does not relieve Contractor from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any damages or claims for damages whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Contractor acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

5.03 General Liability and Automobile Insurance: During the term of this Agreement Contractor shall obtain and keep in full force and effect a commercial, general liability and automobile policy or policies of at least $1,000,000 combined limit for bodily injury and property damage; provided that the County, its officers, employees, volunteers and agents are to be named additional insureds under the policies, and that the policies shall stipulate that this insurance will operate as primary insurance for work performed by Contractor and its sub-contractors, and that no other insurance effected by County or the named insureds will be called on to cover a loss covered hereunder. The General Liability insurance shall be provided by an ISO Commercial General Liability policy, with edition dates of 1985, 1988, or 1990. The County will be named as an additional insured using ISO form CG 2010 1185 or the same form with an edition date no later than 1990, or in other form satisfactory to County.

5.04 Professional Liability Coverage: Contractor shall provide proof of professional liability coverage satisfactory to County prior to commencing work under the Agreement.

5.05 Certificate of Insurance: Contractor shall complete and file with the County prior to engaging in any operation or activity set forth in this Agreement, certificates of insurance evidencing coverage as set forth in paragraphs 5.02 and 5.03 above and which shall provide that no cancellation or expiration by the insurance company will be made during the term of this Agreement, without thirty (30) days written notice to County prior to the effective date of such cancellation.

5.06 Workers’ Compensation: During the term of this Agreement Contractor agrees to provide workers’ compensation insurance for Contractor’s employees and agents and agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of Contractor’s employees or agents.

5.07 Public Employees Retirement System (CalPERS): In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement is determined by a court of competent jurisdiction or the Public Employees Retirement System (CalPERS) to be eligible for enrollment in CalPERS as an employee of the County, Contractor shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for CalPERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.
5.08 State and Federal Taxes: As Contractor is not County's employee; Contractor is responsible for paying all required state and federal taxes. In particular:

a) County will not withhold FICA (Social Security) from Contractor's payments;
b) County will not make state or federal unemployment insurance contributions on behalf of Contractor;
c) County will not withhold state or federal income tax from payment to Contractor;
d) County will not make disability insurance contributions on behalf of Contractor;
e) County will not obtain workers' compensation insurance on behalf of Contractor.

5.09 Records: It is understood and agreed that all plans, studies, specifications, and data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the Contractor relating to the matters covered by this Agreement shall be the property of the County, and Contractor hereby agrees to deliver the same to the County upon request. It is understood and agreed that the documents and other materials including but not limited to those set forth hereinabove, prepared pursuant to this Agreement are prepared specifically for the County and are not necessarily suitable for any future or other use. Contractor shall maintain such records for a minimum of three (3) years or as otherwise required by law.

5.10 Contractor's Books and Records: Contractor shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the County for a minimum of three (3) years, or for any longer period required by law, from the date of final payment to the Contractor. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon oral or written request of the County.

5.11 Assignability of Agreement: It is understood and agreed that this Agreement contemplates personal performance by the Contractor and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties or obligations of the Contractor under this Agreement will be permitted only with the express written consent of the County.

ARTICLE 6. OBLIGATIONS OF COUNTY

6.01 Cooperation of County: County agrees to comply with all reasonable requests of Contractor and provide access as allowed by law to all documents reasonably necessary to the performance of Contractor's duties under this Agreement.

6.02 Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by County without the prior written consent of Contractor.

ARTICLE 7. TERMINATION OF AGREEMENT

7.01 Termination Occurrence of Stated Events: This Agreement shall terminate automatically on the occurrence of any of the following events:
1. Bankruptcy or insolvency of Contractor;
2. Death of Contractor.
7.02 Termination by County for Default of Contractor: Should Contractor default in the
performance of this Agreement or materially breach any of its provisions, County, at
County's option, may terminate this Agreement by giving written notification to
Contractor.

7.03 Termination for Convenience of County: County may terminate this Agreement at any
time by mailing a notice in writing to Contractor that the Agreement is terminated. Said
Agreement shall then be deemed terminated and no further work shall be performed by
Contractor. If the Agreement is so terminated, the Contractor shall be paid for that
percentage of the phase of work actually completed, based on a pro rata portion of the
compensation for said phase satisfactorily completed at the time the notice of termination
is received.

7.04 Termination of Funding: The parties acknowledge that the nature of government finance
is unpredictable, and that the rights and obligations set forth in this Agreement are
necessarily contingent upon the receipt and/or appropriation of the necessary funds. In the
event that funding is terminated, in whole or in part, for any reason, at any time, this
Agreement and all obligations of County arising from this Agreement shall be
immediately discharged. County agrees to inform Contractor no later than thirty (30)
calendar days after County determines, in its sole judgment, that funding will be
terminated and the final date for which funding will be available.

ARTICLE 8. GENERAL PROVISIONS

8.01 Notices: Any notices to be given hereunder by either party to the other may be effected
either by personal delivery in writing or by mail, registered or certified, postage prepaid
and return receipt requested. Mailed notices shall be addressed to the parties at the
addresses appearing in the introductory paragraph of this Agreement, but each party may
change the address by written notice in accordance with this paragraph. Notices delivered
personally will be deemed communicated as of actual receipt; mailed notices will be
deemed communicated as of two (2) days after mailing.

8.02 Entire Agreement of the Parties: This Agreement supersedes any and all agreements,
either oral or written, between the parties hereto with respect to the rendering of services
by Contractor for County and contains all the covenants and agreements between the
parties with respect to the rendering of such services in any manner whatsoever. Each
party to this Agreement acknowledges that no representations, inducements, promises, or
agreements, orally or otherwise, have been made by any party, or anyone acting on behalf
of any party, which is not embodied herein, and that no other agreement, statement, or
promise not contained in this Agreement shall be valid or binding. Any modification of
this Agreement will be effective only if it is in writing signed by the party to be charged
and approved by the County as provided herein or as otherwise required by law.

8.03 Partial Invalidity: If 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.

8.04 Attorney's Fees: If any action at law or in equity, including an action for declaratory
relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing
party will be entitled to reasonable attorneys' fees, which may be set by the court in the
same action or in a separate action brought for that purpose, in addition to any other relief
to which that party may be entitled.
8.05  **Conformance to Applicable Laws:** Contractor shall comply with the standard of care regarding all applicable federal, state and county laws, rules and ordinances. No discrimination shall be made by Contractor in the employment of persons who work under this Agreement because of race, color, national origin, ancestry, disability, sex or religion of such person.

8.06  **Waiver:** In the event that either County or Contractor shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation.

8.07  **Governing Law:** This Agreement and all matters relating to it shall be governed by the laws of the State of California and County of Mariposa and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Mariposa.

Executed at Mariposa, California, on the date and year first above written.

**COUNTY:**

KEVIN CANN, Chairman  
Mariposa County Board of Supervisors

**CONTRACTOR:**

KRISTI OLIVARES  
Program Evaluation Consultant, Research Associate

**APPROVED AS TO FORM:**

STEVEN W. DAHLEM  
County Counsel

Social Security or Taxpayer Identification Number **207380107**
Prepared by Kristi Olivares, Steve Roussos, and Katilyn McIntire
May 28, 2014

Project Name: AB109/CORE

Proposed Aims of the Evaluation

Aim

1. Help CORE review and improve its current data collection and measurement (e.g., forms, procedures).

2. Examine how participation in AB109 and CORE are contributing to improvements in participants; understand how AB109 and CORE activities and services support the County’s capacity to serve participants

Benefit and Use of Aim

A lot of work and time has already been invested by CORE to collect information and to make sense of what it being learned from that information. It makes sense to improve on what exists and the wisdom gained from prior years.

Conducting these analyses will inform lessons on progress of individual participants, the overall program impact, and provide feedback to staff to improve their services.

The work above would take place as soon as useful thru July 2015. The Scope of Work that follows illustrates the type of work that would be accomplished with estimates for the amount of time necessary, and an approximate timeline.

As a result of this work, you will receive the following:
1. Data matrix template and dictionary
2. Patient satisfaction survey for focus groups
3. Support for implementation of focus groups
4. Finalized definitions of level of need categories
5. Guidance on inclusion of relevant probation/law enforcement data
6. Finalized outcome database
7. Feedback and suggestions on service data collection forms
8. Guidance on implementation of focus group surveys
9. Feedback and suggestions for intake forms
10. Report template
11. Four quarterly reports (CORE only)
12. Annual report 2013-2014 (CORE only)
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<th><strong>Approximate Hours</strong></th>
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| 1. Review and refine current evaluation plan | **Contractor:**
- Consult with Client to identify measurable objectives (outcomes).
- Design and outline the evaluation plan and possible research methods to answer relevant questions.
- Consult with Probation office to identify available data and research questions | **Client**
- Consult with Contractor to discuss available data and research questions.
- Provide background materials (e.g., CORE materials.)
- Propose items to be included in 2013/2014 evaluation report
- Propose items to be included in 2014/2015 evaluation report and quarterly reports
- Review and comment on evaluation plan | **Contractor:** 50 hours
**Client:** 15 hours | Finalize by beginning of July, 2014.
Review and revise as necessary. |
| 2. Create/adapt measurement tools. | **Contractor:**
- Design patient satisfaction surveys for focus groups based on theoretical and practical questions of importance.
- Meet with Client to discuss proposed survey and revise as necessary.
- Develop matrix data entry form and dictionary
- Consult with Client on Probation/Law Enforcement Data
- Review level of need definitions and provide feedback to Client
- Review and provide feedback on intake forms and service data collection forms
- Review and refine Client database and outcome measures | **Client:**
- Meet with Contractor to review and provide feedback on survey and matrix data entry form that are created.
- Determine which Probation/Law Enforcement Data will be used to determine outcomes
- Provide Contractor with database and database dictionary/rules
- Finalize how to capture level of need (low, medium, high); operationalize definitions of each
- Meet with Contractor to discuss intake form and service data collection form revisions
- Provide Contractor with database and database dictionary/rules | **Contractor:** 60 hours
**Client:** 25 hours | Finalize by beginning of July, 2014.
Review and revise as necessary. |
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| 3. Implement measurement activities | **Contractor:**  
- Consult with Client as necessary.  
- Store, manage, and clean data for project  
- Oversee quality of implementation  
- Contractor will be present during focus groups to take notes | **Client:**  
- Administer customer satisfaction survey in 1-2 focus groups.  
- Obtain and enter Probation/Law Enforcement Data  
- Enter and upload all data collected | **Contractor:**  
20 hours (2013/2014 annual report)  
60 hours (15 hours each quarter)  
40 hours (20 hours each quarter) | **Complete by end of July, 2014** for **2013/2014 annual report**  
**Ongoing, July 2014 to June 2015.** |
| 4. Data analysis and “Sense Making” | **Contractor:**  
- Conduct quantitative analysis based on the evaluation plan, using summary data and SPSS  
- Conduct qualitative analysis on focus group data  
- Meet with Client to discuss and make sense of results.  
- Provide specific analysis if possible, and/or answers to specific questions | **Client:**  
- Review and comment on preliminary analysis. Look over summary results.  
- Meet with Contractor to discuss and make sense of results.  
- Request specific analysis or answers to questions of internal importance | **Contractor:**  
30 hours (2013/2014 annual report)  
85 hours (15 hours per quarter, 25 hours for annual)  
30 hours | **Complete analysis 2013/2014 annual report by end of July 2014**  
**Complete 1st quarter analysis by beginning of October 2014.**  
**Complete 2nd quarter analysis by beginning of January 2015.**  
**Complete 3rd quarter analysis by beginning of April 2015.**  
**Complete 4th quarter analysis by beginning of July 2015.**  
**Complete annual analysis by beginning July 2015.** |
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<td>5. Summative / Final Reports</td>
<td>Contractor: - Meet with CORE to discuss format of a quarterly and final reports - Meet with Probation to discuss format of final report - Prepare report template for Client - Prepare informal results for Client: - Prepare draft of 2013/2014 annual report - Prepare drafts of 4 quarterly reports - Prepare draft of 1 final 2014/2015 annual report that includes AB109/Parole data - Meet with CORE to discuss quarterly and final reports. - Meet with Probation to discuss final report - Revise each report as necessary - Prepare final draft of 2013/2014 annual report - Prepare final drafts of 4 quarterly reports - Prepare final draft of annual 2014/2015 report</td>
<td>Client: - Meet to discuss and comment on findings, and clarify what is desired in terms of quarterly and final reports. - Provide feedback on report template - Review and provide feedback on drafts of quarterly reports - Review and provide feedback on drafts of annual reports (2013/2014 and 2014/2015)</td>
<td>Contractor: 20 hours for 2013/2014 annual report 50 hours (10 hours per quarter) 40 hours for 2014/2015 annual report Client: 40 hours</td>
<td>Complete 2013/2014 annual report by 2nd week in August 2015 Complete 1st quarter report by end of October 2014. Complete 2nd quarter report by end of January 2015. Complete 3rd quarter report by end of April 2015. Complete 4th quarter report by end of July 2015 Complete annual report by end of July 2015</td>
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| 6. Presentation and application of findings. | Contractor: - Deliver final report.  
- Attend meetings or events and discuss applications.  
- Meet with Client as desired to discuss application of findings and recommendations. | Client:  
- Read 2013/2014 annual report, and make use of results to improve program as possible.  
- Meet with Contractor as desired to discuss application of findings.  
- Read 2014/2015 final report, and make use of results to improve program as possible.  
- Meet with Contractor as desired to discuss application of findings. | Contractor: 20 hours  
| GRAND TOTAL                       |                                                                                          |                                                                                          |                   |                                               |
|                                   |                                                                                          |                                                                                          | Contractor: 435 hours  
Billed:  
Approximately 350 hours @ $65/hour  
In kind (donated labor):  
Approximately 85 hours @ $65/hour | $23,000  
Client: 170-180 hours |                                               |