

**MEMORANDUM
PROBATION DEPARTMENT
COUNTY OF PLACER**

TO: Honorable Board of Supervisors

FROM: Stephen G. Pecor, Chief Probation Officer *MSP FOR*

DATE: September 18, 2007

SUBJECT: **Approve and sign the attached contract authorizing the execution of the first of two option years under a contract originally approved by the Board of Supervisors in fiscal year 2006 - 2007 for comprehensive evaluation of programs enacted under the Juvenile Justice Crime Prevention Act (JJCPA) with Elsan Associates.**

ACTION REQUESTED

Approve and sign the attached contract authorizing the execution of the first of two option years under a contract originally approved by the Board of Supervisors in fiscal year 2006 - 2007 for services with Elsan Associates, for comprehensive evaluation of programs enacted under the Juvenile Justice Crime Prevention Act (JJCPA), for a dollar amount not to exceed \$70,209.00.

BACKGROUND

The Juvenile Justice Crime Prevention Act of 2000 has provided supplemental funding for Placer County to implement programs that will impact juvenile justice throughout the County. In May of 2007, your Board approved the Comprehensive Multiagency Juvenile Justice Plan Modification. This plan specifies how the Probation Department is to allocate its JJCPA funding. The Probation Department has used Elsan and Associates for its data analysis of JJCPA programs since 2002. Elsan and Associates has provided comprehensive evaluation of programs enacted under JJCPA to aid the County in meeting the legislative and funding requirements of JJCPA. The contract approved by the Board of Supervisor's in September of 2006 was for the term of July 1 of 2006 through June 30, 2007, with a maximum cost of \$68,164. Additionally, the approved contract allowed for two option years (each a subsequent fiscal year), with a maximum annual cost of \$70,209 for the first option year (*this year*); and \$72,315 for the second option year. This action looks to approve Probation's use of Elsan and Associates through the first option year, at a cost not to exceed \$70,209.00.

FISCAL IMPACT

This program will be paid for entirely through the allocated funding provided by the State through JJCPA and as budgeted within the Department's fiscal year 2007 - 2008 budget.

THIS AGREEMENT MADE AND ENTERED into this 1st day of July 2007, BY AND BETWEEN the County of Placer, hereinafter referred to as "COUNTY" and ELSAN ASSOCIATES, hereinafter referred to as "CONTRACTOR".

WHEREAS, the COUNTY is desirous of receiving certain services; and

WHEREAS, CONTRACTOR is willing to perform such services;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. **SCOPE OF WORK:** COUNTY hereby hires CONTRACTOR as an independent contractor to do that work set forth in Exhibit A entitled "Scope of Work" attached hereto and incorporated herein by this reference.
2. **AMENDMENT TO SCOPE OF WORK:** Said Scope of Work may be amended with the written approval of the Chief Probation Officer; however, in no event shall such amendments create any additional liability to COUNTY, or additional compensation to CONTRACTOR.
3. **TERM OF CONTRACT:** CONTRACTOR agrees to complete all program evaluations as contained within Scope of Work for the twelve (12) month period of July 1, 2007 to June 30, 2008, unless terminated earlier under the provisions of Section 16. COUNTY shall have the option of extending this period once for a period of one year (July 1, 2008 through June 30, 2009). COUNTY will give thirty (30) days written cancellation notice to CONTRACTOR prior to the beginning of a given one-year option period. CONTRACTOR'S compensation for the term of this AGREEMENT and the renewal option periods is described in Section 5 herein.
4. **PROGRESS REPORTS:** CONTRACTOR shall submit quarterly progress reports to the COUNTY, which reflect progress made in implementing the services and achieving the outcomes in the Scope of Work.
5. **AMOUNT OF PAYMENT:** COUNTY shall pay the maximum sum of \$70,209.00 to CONTRACTOR as full payment for all services set forth in Exhibit A. The COUNTY shall pay up to the maximum sum of \$72,315.00 to the CONTRACTOR, for the first option year executed. CONTRACTOR understands and agrees that COUNTY will make no payments under this Agreement until the required certificates of insurance have been submitted to COUNTY and that should CONTRACTOR fail to submit the required certificates than sufficient

grounds exist for COUNTY to discontinue or suspend payments for this Agreement.

BUDGET AND PAYMENT SCHEDULE: CONTRACTOR shall invoice COUNTY monthly with an itemized invoice of services. Payment shall be made to CONTRACTOR within thirty (30) days of CONTRACTOR invoicing COUNTY for services rendered pursuant to the approved budget as outlined in Exhibit B. Notwithstanding any other terms of this Agreement, no payments shall be made to CONTRACTOR if COUNTY is not satisfied that work of such value has been rendered pursuant to this Agreement.

6. **RECORDS:** CONTRACTOR shall maintain at all times complete detailed records with regard to work performed under this Agreement in a form acceptable to COUNTY, and COUNTY shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this Agreement, no payments shall be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement.
7. **EMPLOYEES OF CONTRACTOR:** All persons performing services for CONTRACTOR shall be independent contractors or employees of CONTRACTOR and not employees of COUNTY. CONTRACTOR shall be solely responsible for the salaries and other applicable benefits, including Worker's Compensation, of all such personnel.
9. **HOLD HARMLESS AND INDEMNIFICATION AGREEMENT:** The CONSULTANT hereby agrees to protect, defend, indemnify, and hold PLACER COUNTY free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by PLACER COUNTY arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the COUNTY) and without limitation by enumeration, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the contract or agreement. CONSULTANT agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the CONSULTANT. CONSULTANT also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against CONSULTANT or the COUNTY or to enlarge in any way the CONSULTANT'S liability but is intended solely to provide for indemnification of PLACER COUNTY from liability for damages or injuries to third persons or property arising from CONSULTANT'S performance pursuant to this contract or agreement.

As used above, the term PLACER COUNTY means Placer County or its officers, agents, employees, and volunteers.

10. **INSURANCE:** CONTRACTOR shall file with COUNTY concurrently herewith a Certificate of Insurance, in companies acceptable to COUNTY, with a Best's Rating of no less than A:VII showing.
11. **WORKER'S COMPENSATION AND EMPLOYERS LIABILITY INSURANCE.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to CONSULTANT'S employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County of Placer."

CONTRACTOR shall require all SUBCONTRACTORS to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

12. **GENERAL LIABILITY INSURANCE:**

A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of CONSULTANT, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:

(1) Contractual liability insuring the obligations assumed by CONSULTANT in this Agreement.

B. One of the following forms is required:

(1) Comprehensive General Liability;

- (2) Commercial General Liability (Occurrence); or
- (3) Commercial General Liability (Claims Made).

C. If CONSULTANT carries a Comprehensive General Liability policy, the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:

- One million dollars (\$1,000,000) each occurrence
- One million dollars (\$1,000,000) aggregate

D. If CONSULTANT carries a Commercial General Liability (Occurrence) policy:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
- (2) If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).

E. Special Claims Made Policy Form Provisions:

CONSULTANT shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of COUNTY, which consent, if given, shall be subject to the following conditions:

- (1) The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
- (2) The insurance coverage provided by CONSULTANT shall contain language providing coverage up to six (6) months following the completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

13. **ENDORSEMENTS:**

Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County of Placer, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Consultant, including any excess liability or umbrella form coverage, is primary coverage to the County of Placer with respect to any insurance or self-insurance programs maintained by the County of Placer and no insurance held or owned by the County of Placer shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County of Placer."

14. **AUTOMOBILE LIABILITY INSURANCE:**

Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

15. **PROFESSIONAL LIABILITY INSURANCE (ERRORS & OMISSIONS):**

Professional Liability Insurance for Errors and Omissions coverage in the amount of not less than \$1,000,000.00.

If Consultant sub-contracts in support of Consultants work provided for in the agreement,

Professional Liability Insurance for Errors shall be provided by the sub contractor in an amount not less than \$1,000,000 in aggregate.

The insurance coverage provided by the consultant shall contain language providing coverage up to six (6) months following completion of the contract in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

16. **NONASSIGNABILITY:** This Agreement, rights and duties thereunder, shall not be assigned in whole or in part without the express written consent of the COUNTY.
17. **CANCELLATION:** This Agreement may be cancelled by COUNTY or CONTRACTOR without cause upon the giving of thirty (30) days written notice. Such notice shall be personally served or given by United States Mail. In the event of cancellation by COUNTY or CONTRACTOR, CONTRACTOR shall be paid for all work performed to the date of cancellation.
18. **LEGAL JURISDICTION:** This Agreement is subject to the laws and jurisdiction of the State of California. In the event that any court action should be brought, in conjunction with this Agreement, it shall be subject to interpretation under the laws of the State of California and any legal proceedings shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California.
19. **NOTICES:** All notices prescribed by this Agreement shall be in writing and deposited in United States Mail, postage prepaid, and addressed to:
- | | |
|-------------|---|
| COUNTY: | Chief Probation Officer
Placer County Probation Department
2929 Richardson Drive, Suite B
Auburn, CA 95603 |
| CONTRACTOR: | Susan Wilcox
Elsan Associates
P.O. Box 16
Davis, CA 95617 |
20. **CONTINGENCY OF FUNDS:** CONTRACTOR understands that all funds for this Agreement are contingent upon COUNTY receiving sufficient Juvenile Justice Crime Prevention Act funds for the period covered by this Agreement. CONTRACTOR agrees and understands that in no event will any of the COUNTY'S obligations under this Agreement be funded with any other funds of the County of Placer.
21. **NON-DISCRIMINATION:** CONTRACTOR will not discriminate against employees or applicants for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including but not limited to HIV and AIDS), medical condition (cancer), age (over 40), marital status, use of Family and Medical Care Leave and use of Pregnancy Disability Leave in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employee advance in

employment and otherwise treat qualified disabled individuals without discrimination based upon the aforementioned in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff, or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

22. **AUDITING STANDARDS:** Funds provided under this Agreement shall be included in an annual audit of the CONTRACTOR. Such audit shall be conducted at the CONTRACTOR'S expense in accordance with generally accepted auditing standards (GAAS). Such audit will provide CONTRACTOR and COUNTY with an independent auditor's report, financial statements and accompanying notes along with a report on CONTRACTOR'S internal control structure. In accordance with GAAS, the auditor is required to identify and disclose any reportable conditions that were identified during the course of the audit. CONTRACTOR agrees to provide COUNTY with a copy of the audit report within thirty (30) days of receipt of the audit by CONTRACTOR.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

COUNTY OF PLACER, "COUNTY"

APPROVED AS TO FORM

By: _____
Chairman of the Board of Supervisors
Of the County of Placer County
State of California

By: _____
County Counsel's Office

"CONTRACTOR*"

By: _____
Susan Wilcox
Principal
Elsan Associates

**If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.*

Exhibits

A. Scope of Work

EXHIBIT A

SCOPE OF SERVICES

The following describes in detail the scope of work for the annual plan (07/01/2006 through 06/30/2009) prepared by the Placer County Probation Department to evaluate three projects operated by the Placer County Probation Department under the Schiff-Cardenas Crime Prevention Act of 2000, now known as the Juvenile Justice Crime Prevention Act (JJCPA). These projects include:

- Services to status offenders including safe temporary shelter, crisis intervention, outreach services and family mediation/reunification, referred to as the Crisis Resolution Center (CRC).
- A Youth Resource Center (YRC) comprised of an academic/educational component provided by the Placer County Office of Education, followed by an after-school/extended day drop-in program for the students as well as other probation referrals.
- Programs and services provided at the county's 75-bed Juvenile Detention Facility (JDF). A probation officer will be assigned to the JDF to coordinate contracted service providers and recruit volunteers and mentors.

Process Evaluation

The evaluation shall include a process evaluation to analyze program design, track and monitor ongoing program implementation, and troubleshoot implementation and process problems. This effort will ensure that the projects and services proposed in the Placer County CMJJP are carried out as planned and will document changes in operation that become necessary as implementation progresses.

The process evaluation effort will develop a basic profile (i.e., age, gender, offense history, family situation, substance use/abuse, educational history) for the youth involved in each project, the nature of the problem resulting in referral to the project (primarily for the CRC), and the services that are delivered and for what duration. In addition, process evaluation reports will describe variation from the project as described in the proposal and reasons for that variation, as well as the numbers of participants and services provided for each of the three projects.

Outcomes Evaluation

The outcomes evaluation of the CRC, the YRC, and the JDF will utilize a variety of measures to determine the effectiveness of the enhanced and new services provided to targeted youth by the Placer County Probation Department. The initial step in conducting the Outcome Evaluation will involve evaluating current practices. This evaluation shall include, but not be limited to assessment tools and measurement instrumentations that will be reviewed for ability and success in measuring project outcomes. Finally, data being generated on an ongoing basis through use of the selected instrumentation and collected by Placer Probation staff and transmitted electronically to Elsan Associates where these data will be managed and analyzed and regular reports prepared

and sent to Placer Probation. The primary outcome of the project will be the completion of the statistical information/outcomes for JJCPA Programs as required by California State Law and the California Corrections Standards Authority.

Data Collection

Elsan Associates will work with Placer County Probation Department staff to determine the range and nature of case data needed. Once the types of needed data are established and any gaps in needed data are identified, those data will be compiled by Placer staff and forwarded to Elsan Associates. Such data may include, but are not limited to:

For the Crisis Resolution Center:

- prior rate of use of crisis intervention services at the receiving home,
- prior rate of out-of-home placements of status offenders,
- prior rate of status offenders who escalate to delinquency status,
- prior rate of use of family services with status offenders,
- prior rate of beyond control/runaway youth reports to police, and
- any other prior data that would be available and useful for comparison

For the Youth Resources Center:

- prior rates of successful completion of probation by both YRC and other probationary youth, including:
 - payment of restitution,
 - completion of community service,
 - school attendance, and
 - completion of counseling and education programs;
- improved rate of family function reflected by rate of out-of-home placements including secure detention; and
- prior subsequent recidivism rates (new arrests, adjudications, and commitments) for youth who completed probation.

For the Juvenile Detention Facility:

- prior rates of acting out behavior (escape, suicide attempts, assault on staff or between wards) in detention;
- prior records on type of crime resulting in juvenile detention, including:
 - prior number/rate of incidents of physical violence,
 - prior rates of substance abuse;
- prior average length of stay;
- prior rate of successful completion of probation, including:
 - payment of restitution,
 - completion of community service,
 - school attendance, and
 - completion of counseling and education programs;
- prior rate of violation of probation detentions; and
- prior rate of commitment to camp facilities.

These baseline data will enable the evaluation team to analyze the effectiveness of the new and enhanced services provided by the three projects.

Training, Data Collection, Data Transmittal, and Monitoring Data Collection

Placer County staff will be trained on using the instruments to collect data, enter those data in a database, and electronically transmit the data to Elsan Associates. The evaluation team will maintain databases for Placer County staff to enter the collected data and will maintain a master database to compile all received data. In addition, some youth self-report assessment tools may need to remain anonymous and confidential. Such forms will be sent to Elsan Associates for data entry. Ongoing data collection will be closely monitored to ensure the validity of collected information.

Report Writing

The evaluation team will produce quarterly reports that will detail the status of the process and outcomes evaluation components and the status of ongoing data collection. The final annual report will be comprehensive and details of materials included will be finalized in collaboration with Placer County Probation Department, but shall at a minimum include the completion of the statistical information/outcomes for JJCPA Programs as required by California State Law and the California Corrections Standards Authority. Finally, a new work plan for the next fiscal year will be prepared.