

AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 18th day of August, 2020, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and Justice System Partners (JSP), a Oregon 501(c)3 nonprofit organization, whose mailing address is P.O. Box 970, South Easton, Massachusetts 02375, ("CONTRACTOR").

WITNESSETH:

WHEREAS, COUNTY Probation Department is in need of a highly experienced vendor to provide implementation services for the evidence based Public Safety Assessment (PSA) Court Tool, authorized by Arnold Ventures;

WHEREAS, COUNTY issued Request for Proposal (RFP) Number 20-054 and Addendum Numbers One and Two (collectively, the "RFP"), which solicited proposals from qualified vendors to provide the aforementioned services; and

WHEREAS, CONTRACTOR responded to such RFP and represents it is willing and able to provide such implementation services to COUNTY, as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions herein contained, the parties hereto agree as follows:

1. OBLIGATIONS OF THE CONTRACTOR

A. Provide COUNTY with full implementation services of the PSA into the Probation Department's case management system, in accordance with the Scope of Work, attached as Exhibit A and incorporated by this reference.

B. CONTRACTOR will train stakeholders in the purpose, scoring, and use of the PSA. CONTRACTOR shall assist in the development of a decision-making matrix that will provide a clear understanding to COUNTY staff of how to use the PSA results to provide an evidence-based informed release/detention recommendation that effectively manages risk.

C. CONTRACTOR shall collect and maintain required data, validate the PSA Court Tool on a regular basis, no less often than once every three years, and make specified information regarding the tool, including validation studies, publicly available via the developed dashboard.

1 2. OBLIGATIONS OF THE COUNTY

2 A. The COUNTY will provide the PSA Court Tool and case management system for
3 implementation.

4 B. The COUNTY will assemble an Implementation Team comprised of key
5 stakeholders to work cooperatively with the CONTRACTOR to manage the implementation and
6 evaluation of the project.

7 3. TERM

8 The term of this Agreement shall be for a period of three (3) years, commencing on August 18,
9 2020, through and including August 17, 2023. This Agreement may be extended for two (2) additional
10 consecutive twelve (12) month periods upon written approval of both parties no later than thirty (30) days
11 prior to the first day of the next twelve (12) month extension period. The Chief Probation Officer or his or
12 her designee is authorized to execute such written approval on behalf of COUNTY based on
13 CONTRACTOR'S satisfactory performance.

14 4. TERMINATION

15 A. Non-Allocation of Funds - The terms of this Agreement, and the services to be
16 provided hereunder, are contingent on the approval of funds by the appropriating government agency.
17 Should sufficient funds not be allocated, the services provided may be modified, or this Agreement
18 terminated, at any time, without penalty, by giving the CONTRACTOR thirty (30) days advance written
19 notice.

20 B. Breach of Contract - The COUNTY may immediately suspend or terminate this
21 Agreement in whole or in part, where in the determination of the COUNTY there is:

- 22 1) An illegal or improper use of funds;
23 2) A failure to comply with any term of this Agreement;
24 3) A substantially incorrect or incomplete report submitted to the COUNTY;
25 4) Improperly performed service.

26 In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach
27 of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such
28 payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default.

1 The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any
2 funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were
3 not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund
4 any such funds upon demand.

5 C. Without Cause - Under circumstances other than those set forth above, this
6 Agreement may be terminated by COUNTY upon the giving of thirty (30) days advance written notice of an
7 intention to terminate to CONTRACTOR.

8 5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and
9 CONTRACTOR agrees to receive compensation in accordance with the Cost Summary, attached as
10 Exhibit B, and incorporated by this reference. CONTRACTOR shall submit monthly invoices in triplicate to
11 the County of Fresno Probation Department, 3333 E. American Avenue, Suite B, Fresno, CA 93725 or
12 ProbationInvoices@fresnocountyca.gov.

13 In no event shall compensation paid for services performed under this Agreement exceed Three
14 Hundred Fifty Thousand Dollars (\$350,000) during the total possible 5-year term of this Agreement. It is
15 understood that all expenses incidental to CONTRACTOR'S performance of services under this Agreement
16 shall be borne by CONTRACTOR.

17 6. INDEPENDENT CONTRACTOR: In performance of the work, duties and obligations
18 assumed by CONTRACTOR under this Agreement, it is mutually understood and agreed that
19 CONTRACTOR, including any and all of the CONTRACTOR'S officers, agents, and employees will at all
20 times be acting and performing as an independent contractor, and shall act in an independent capacity and
21 not as an officer, agent, servant, employee, joint venturer, partner, or associate of the COUNTY.
22 Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which
23 CONTRACTOR shall perform its work and function. However, COUNTY shall retain the right to administer
24 this Agreement so as to verify that CONTRACTOR is performing its obligations in accordance with the
25 terms and conditions thereof.

26 CONTRACTOR and COUNTY shall comply with all applicable provisions of law and the rules and
27 regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

28 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right

1 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable
2 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In
3 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating
4 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all
5 other regulations governing such matters. It is acknowledged that during the term of this Agreement,
6 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

7 7. MODIFICATION: Any matters of this Agreement may be modified from time to time by the
8 written consent of all the parties without, in any way, affecting the remainder.

9 8. NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement
10 nor their rights or duties under this Agreement without the prior written consent of the other party.

11 9. HOLD HARMLESS: CONTRACTOR agrees to indemnify, save, hold harmless, and at
12 COUNTY'S request, defend the COUNTY, its officers, agents, and employees from any and all costs and
13 expenses (including attorney's fees and costs), damages, liabilities, claims, and losses occurring or
14 resulting to COUNTY in connection with the performance, or failure to perform, by CONTRACTOR, its
15 officers, agents, or employees under this Agreement, and from any and all costs and expenses (including
16 attorney's fees and costs), damages, liabilities, claims, and losses occurring or resulting to any person, firm,
17 or corporation who may be injured or damaged by the performance, or failure to perform, of
18 CONTRACTOR, its officers, agents, or employees under this Agreement.

19 The provisions of this Section 9 shall survive termination of this Agreement.

20 10. INSURANCE

21 Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third
22 parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance
23 policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or
24 Joint Powers Agreement (JPA) throughout the term of the Agreement:

25 A. Commercial General Liability

26 Commercial General Liability Insurance with limits of not less than Two Million Dollars
27 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This
28 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including

1 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal
2 liability or any other liability insurance deemed necessary because of the nature of this contract.

3 B. Automobile Liability

4 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars
5 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto
6 used in connection with this Agreement.

7 C. Professional Liability

8 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in
9 providing services, Professional Liability Insurance with limits of not less than One Million Dollars
10 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

11 D. Worker's Compensation

12 A policy of Worker's Compensation insurance as may be required by the California Labor
13 Code.

14 Additional Requirements Relating to Insurance

15 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming
16 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional
17 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for
18 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained
19 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance
20 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without
21 a minimum of thirty (30) days advance written notice given to COUNTY.

22 CONTRACTOR hereby waives its right to recover from COUNTY, its officers, agents, and
23 employees any amounts paid by the policy of worker's compensation insurance required by this
24 Agreement. CONTRACTOR is solely responsible to obtain any endorsement to such policy that may be
25 necessary to accomplish such waiver of subrogation, but CONTRACTOR's waiver of subrogation under
26 this paragraph is effective whether or not CONTRACTOR obtains such an endorsement.

27 Within Thirty (30) days from the date CONTRACTOR signs and executes this Agreement,
28 CONTRACTOR shall provide certificates of insurance and endorsement as stated above for all of the

1 foregoing policies, as required herein, to the County of Fresno, Probation Business Office, 3333 E.
2 American Avenue, Suite B, CA 93725, stating that such insurance coverage have been obtained and are in
3 full force; that the County of Fresno, its officers, agents and employees will not be responsible for any
4 premiums on the policies; that for such worker's compensation insurance the CONTRACTOR has waived
5 its right to recover from the COUNTY, its officers, agents, and employees any amounts paid under the
6 insurance policy and that waiver does not invalidate the insurance policy; that such Commercial General
7 Liability insurance names the County of Fresno, its officers, agents and employees, individually and
8 collectively, as additional insured, but only insofar as the operations under this Agreement are concerned;
9 that such coverage for additional insured shall apply as primary insurance and any other insurance, or
10 self-insurance, maintained by COUNTY, its officers, agents and employees, shall be excess only and not
11 contributing with insurance provided under CONTRACTOR's policies herein; and that this insurance shall
12 not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to
13 COUNTY.

14 In the event CONTRACTOR fails to keep in effect at all times insurance coverage as herein
15 provided, the COUNTY may, in addition to other remedies it may have, suspend or terminate this
16 Agreement upon the occurrence of such event.

17 All policies shall be issued by admitted insurers licensed to do business in the State of California,
18 and such insurance shall be purchased from companies possessing a current A.M. Best, Inc. rating of A
19 FSC VII or better.

20 11. AUDITS AND INSPECTIONS: The CONTRACTOR shall at any time during business
21 hours, and as often as the COUNTY may deem necessary, make available to the COUNTY for examination
22 all of its records and data with respect to the matters covered by this Agreement. The CONTRACTOR
23 shall, upon request by the COUNTY, permit the COUNTY to audit and inspect all of such records and data
24 necessary to ensure CONTRACTOR'S compliance with the terms of this Agreement.

25 If this Agreement exceeds ten thousand dollars (\$10,000.00), CONTRACTOR shall be subject to
26 the examination and audit of the California State Auditor for a period of three (3) years after final payment
27 under contract (Government Code Section 8546.7).

28 12. NOTICES: The persons and their addresses having authority to give and receive notices

1 under this Agreement include the following:

2 COUNTY

3 COUNTY OF FRESNO
4 Chief Probation Officer
5 3333 E. American Ave., Suite B
6 Fresno, California 93725

CONTRACTOR

Justice System Partners
Kate Florio, Chief Operating Officer
P.O. Box 970
South Easton, Massachusetts 02375

7 All notices between the COUNTY and CONTRACTOR provided for or permitted under this
8 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by
9 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by
10 personal service is effective upon service to the recipient. A notice delivered by first-class United States
11 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,
12 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one
13 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,
14 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by
15 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is
16 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the
17 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the
18 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section
19 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,
20 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,
21 beginning with section 810).

22 13. GOVERNING LAW: Venue for any action arising out of or related to this Agreement shall
23 only be in Fresno County, California.

24 The rights and obligations of the parties and all interpretation and performance of this Agreement
25 shall be governed in all respects by the laws of the State of California.

26 14. DISCLOSURE OF SELF-DEALING TRANSACTIONS

27 This provision is only applicable if the CONTRACTOR is operating as a corporation (a for-profit
28 or non-profit corporation) or if during the term of the agreement, the CONTRACTOR changes its status
to operate as a corporation.

Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions

1 that they are a party to while CONTRACTOR is providing goods or performing services under this
2 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party
3 and in which one or more of its directors has a material financial interest. Members of the Board of
4 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a
5 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by
6 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or
7 immediately thereafter.

8 15. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the
9 CONTRACTOR and COUNTY with respect to the subject matter hereof, and supersedes all previous
10 Agreement negotiations, proposals, commitments, writings, advertisements, publications, and
11 understanding of any nature whatsoever unless expressly included in this Agreement.

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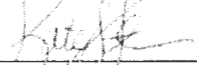
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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first hereinabove written.

CONTRACTOR



(Authorized Signature)

Kate Florio, Chief Operating Officer

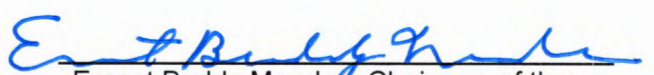
Print Name & Title

PO Box 970

South Easton, MA 02375


Mailing Address

COUNTY OF FRESNO



Ernest Buddy Mendes, Chairman of the
Board of Supervisors of the County of
Fresno

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: 

Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 34309999

Account: 7395

Exhibit A
SCOPE of WORK

Justice System Partners will provide a robust training, technical assistance, and quality assurance package to Fresno County to fully implement the Public Safety Assessment, ensure the instrument is fully operationalized into the day-to-day functioning of the criminal justice system, and assess the long-term validity of the PSA tool as well as whether it was implemented with fidelity. JSP will work closely with Fresno County stakeholders, including the probation department, to ensure that all parties are trained properly, understand the practical application of the PSA and implement it successfully. Moreover, JSP will continue to monitor the validity of the tool for the overall population as well as unique subgroups based on legal (types of offenses) and extralegal (race, ethnicity, gender) factors. JSP will work closely with an Implementation Team comprised of key stakeholders to help manage the overall implementation and evaluation of this project. Training will be provided to a range of community and system stakeholders to ensure a clear understanding of the PSA, the scoring elements, and the integration and application of the release matrix. Upon implementation, JSP will help establish clear guidelines to monitor and evaluate the efficacy of the PSA and provide guidance to Fresno County and the Fresno Probation Department on data collection and helping establish a long-term quality improvement process. As Fresno County uses the PSA, JSP will conduct a series of validation studies ensuring that the PSA is valid for the overall population as well as each subgroup and work with the county to adjust policies and practices surrounding the use of the PSA as appropriate based on findings and recommendations resulting from the studies.

Ultimately, JSP will provide the following services under this project:

Train stakeholders in the overall purpose, scoring, and use of the PSA	Conduct an initial validation of the PSA
Assist in creating a decision matrix that provides judges with clear understanding of how to use the results of the risk assessment	Conduct two subsequent validations of the PSA on unique subgroups
Develop internal processes to monitor and provide feedback to the staff scoring the PSA as well as decision makers using the assessment results	Provide a public facing report and dashboard to ensure transparency to those in the criminal justice system as well as the broader community

Training for Pretrial Staff and Stakeholders

JSP will provide a series of trainings and educational activities on the PSA during the project period. There will be broad education and training on the PSA, its risk factors and scoring, the results and how they can be used is critical to successful implementation.

In order to make informed decisions regarding how the PSA will be implemented, JSP will first provide educational training to a PSA Implementation Team made up of representative stakeholders in Fresno County. System stakeholders must have confidence in the assessment process, and pretrial services must be in place to ensure the appropriate release, supervision, or incarceration conditions for defendants. This session will take place in the first month of the implementation process. The session will cover all aspects of the PSA including the purpose for developing the tool, the development process, the validation of the PSA, the risk factors, how it is scored and how the results can be used. This information will be vital for the team in developing how the PSA will be implemented including the development of a structured decision framework and release option matrix.

After the PSA Implementation Team has been trained, stakeholder education events will be offered throughout Fresno County for individuals in criminal justice system agencies as well as non-governmental agencies with guidance from the Fresno County PSA Implementation Team. System stakeholders including prosecutors, defense attorneys, judges and others working in the criminal justice system will find it necessary to understand the PSA and its use, as well as the general public and Bail Bonding industry representatives at the request of the site. These educational sessions will be offered prior to a sites' initial use of the PSA but after the Implementation Team has made significant decisions on the how the tool will be used.

The third type of training provided by JSP, is a comprehensive assessor training designed for those staff who will be completing the PSA in Fresno County. This training is a full one-day course that incorporates materials from the stakeholder education sessions but expands the focus on the PSA's risk factors and scoring and includes practice scoring cases from Fresno County as well as guidance in using the results in formulating release recommendations. Probation officers and Pretrial staff are the participants in this training, but it can also be offered to judges and attorneys interested in learning more detailed information on how the PSA is administered and scored than what is included in the stakeholder education events.

The educational material used in the trainings discussed above are materials developed by JSP's project director and authorized by Arnold Ventures (AV). These materials will be customized for Fresno County.

Development of the Decision Framework.

Structured decision frameworks are research-based and assist in guiding the use of risk assessment results. JSP will work with Fresno County's key stakeholders to develop a structured decision framework and release options matrix to help judges interpret the PSA scores and guide decisions for release and supervision. The matrix for the PSA use involves using the Failure to Appear (FTA) score and the New Criminal Activity (NCA) score of the PSA to identify the appropriate release type based on risk.

JSP will facilitate work sessions with the Implementation Team to discuss and develop the framework and release matrix. The Implementation Team, led by JSP, will conduct an inventory of pretrial release services and interventions available in Fresno County to include in the release options matrix. JSP will use local data prior to adoption to populate the release options matrix and present the findings to the Implementation Team for discussion, modification and approval.

Supporting Implementation of the Public Safety Assessment.

JSP was the first technical assistance provider contracted with AV to implement the PSA in jurisdictions following the original pilot sites. Trained by AV and the creator of the tool Marie VanNostrand, JSP staff has provided technical assistance since 2014 to jurisdictions across the country. JSP's project director for the Fresno County Probation Department has been working with AV on PSA related projects since that time and has overseen implementation in over 30 sites. As a premier technical assistance provider, JSP will deliver technical expertise, training, and data support to implement the Public Safety Assessment (PSA). In addition to training assessors on how to score the tool and interpret the results, we will build stakeholder confidence in the assessment process and agency capacity to ensure that the appropriate release, supervision, and incarceration conditions are in place for defendants, as well as validation of the tool. JSP will assist the work group in making policy decisions regarding

violence definitions, decision framework rules and programming information technology systems for PSA completion and tracking of performance.

There are five components that have been found to be necessary in implementing the PSA successfully:

- First, there must be strong commitment by key stakeholders to agree to adopt, implement, and refine the PSA in the local jurisdiction. Additional time will be spent with specific judicial education in implementation may result in greater judicial buy-in.
- Second, the data to score and maintain the PSA are readily available in existing databases. The PSA is scored using official record information, including criminal history, booking information and court information. Availability of quality data and the timeliness of accessing this data play an important role in successfully implementing the PSA.
- Third, the PSA must be integrated into existing data systems and scored automatically. JSP's experience in implementation is that the more burdensome the identification and collection of data to the score the PSA, the less reliable and accurate the scores will be.
- Fourth, the jurisdiction must have staff available to manage the process, have access to the data needed to assess an individual's risk, and be able to deliver the reports to the appropriate stakeholders in a timely fashion.
- Fifth, the assessment must be implemented locally with fidelity to ensure both reliability and validity of the final tool. It is important to validate instruments locally to ensure that the instrument is predictive of the population it is being applied as well as cutoffs are established that represent the local setting.

Implementation Plan and Timeline

JSP will utilize a phased approach to implementing the PSA in Fresno County. This approach has been demonstrated to be effective in over 30 jurisdictions with which JSP has provided technical assistance in implementing the PSA. While each phase is separate and distinct, implementation activities will run concurrently in several phases. The goals of this project are to fully implement the Public Safety Assessment pretrial risk instrument in Fresno County and to validate the instrument locally no less than every three years. The following phases of JSP's proposal will address the outcomes and validation process to achieve those goals. The JSP team will initiate the project activities immediately upon execution of a contract. Timeline for startup for the use of the PSA is typically between months 4-6 but will be adapted as necessary to meet the Probation Department's specific needs and circumstances. Appendix A details the schedule and timeline.

Program Goals, Objectives, and Outcomes

Understand and show competence in the purpose, function and use of the PSA in Fresno County	Train staff and stakeholders on the PSA	<ul style="list-style-type: none"> • Functional understanding of the PSA • Use of the PSA in pretrial decision-making
	Train staff to assess defendants with the PSA	<ul style="list-style-type: none"> • Pretrial staff complete PSA assessments accurately and according to protocols

		<ul style="list-style-type: none"> • PSAs are available to judicial officers at pre-arraignment bond review and arraignment
Make effective, sound decisions on how the PSA is implemented in Fresno County	Engaged, representative members of Fresno County committed to Implementation Work Group	<ul style="list-style-type: none"> • Active attendance and participation by members of work group
	Hold regular Implementation Work Group meetings	<ul style="list-style-type: none"> • Commitment and agreement to schedule of meetings
	Make and support decisions on PSA violence list, decision framework, release matrix and PSA report format	<ul style="list-style-type: none"> • Successful Implementation of the PSA
Complete and use the PSA as designed and implemented	Develop quality assurance capacity and process	<ul style="list-style-type: none"> • PSAs are complete, accurate and timely
	JSP will conduct initial quality assurance check following launch of the PSA	<ul style="list-style-type: none"> • Written findings of quality assurance check
	Identify and facilitate PSA inclusion into existing policies	<ul style="list-style-type: none"> • Existing policies reflect PSA use
Integration of PSA into Fresno County Probation policies	Facilitate and create new policies addressing the use of the PSA	<ul style="list-style-type: none"> • New policies approved and in place for the PSA
Validate the PSA on a regular basis in alignment with SB 36	Incorporate PSA and outcome data in Probation case management system	<ul style="list-style-type: none"> • Data is available in case management system • Data is accessible for validation purposes

Phase One: Implementation Planning and Preparation (Month 1)

The initial phase will focus on developing a work group of implementation experts to be responsible for implementation decisions and rolling out the PSA in Fresno County. The authority structure for this team will be developed and approved by the County. The team will be trained on the PSA, and JSP will facilitate the development of a detailed implementation plan. JSP will also assist the team in developing a plan that identifies community outreach opportunities to educate and inform citizens and leaders in Fresno County on the pretrial reform

efforts and solicit their support and ideas for successful implementation and informing the community.

Phase Two: Support PSA Integration (Month 2 - 5)

This phase will focus on assisting Fresno County in identifying an information technology (IT) solution for programming the PSA into their management system, including meeting with IT managers and programmers of vendors. JSP will ensure Fresno County has the Software Business Module documentation that will guide the programming. Once programming is completed, JSP will test the module for accuracy in scoring. Once County IT staff have completed the programming, JSP will test the module for accuracy in scoring and provide consultation and guidance in troubleshooting any inaccuracies. During this phase of implementation JSP will also conduct a pre-adoption analysis of the PSA performance using Fresno County data. This will strengthen the commitment of county stakeholders by reinforcing the validity of the PSA locally. This will also provide a pre-adoption glance of the distribution of cases in the Release Conditions Matrix (RCM) prior to final approval. Adjustments in release options and allocation of resources will be available to the Implementation Team.

Phase Three: Active Implementation Processes (Month 2 – 5)

Occurring simultaneously with phase two activities will be phase three, which will focus on preparing the site for active use of the PSA, including review of the violent offense statute list for California, development of the Decision Framework (DF) and Release Conditions Matrix (RCM), and discussions of re-engineering or modification of policies or systems as necessary. Once these activities are completed, JSP will train stakeholders on the PSA, DF and RCM. JSP will conduct assessor (user) training for pretrial staff and other interested participants once the automated programming of the PSA is in place and has been tested. JSP will provide the materials for Stakeholder and User Training to identified County personnel in order to plan for booster sessions and sustainability. JSP will also prepare the site for tracking performance measures and quality assurance processes upon implementation.

Phase Four: PSA Implementation is Live (Month 4 - 6)

JSP staff will be onsite for the launch of the PSA to provide support and troubleshooting during the first week. JSP will provide a daily debrief of the implementation, assist Fresno County in ensuring that the PSA is scored accurately, help provide support and guidance to stakeholders on how to interpret the results accurately, and problem solve any challenges with the implementation.

Phase Five: Post-Implementation Support and Sustainability (Month 6 – 13)

Establishing regular processes for quality assurance and performance oversight creates the foundation for sustainability by ensuring the accuracy and proper use of the tool for pretrial release decision making. Technical assistance in this phase will focus on providing support to build the capacity in Fresno County to continue quality assurance and performance measurement reporting activities after the period of technical assistance. Following launch of the use of the PSA, JSP will train and coach a core group of assessors in conducting case reviews/audits on randomly selected cases with the PSA to measure fidelity to the scoring protocols. JSP will observe PSA scoring processes and use by stakeholders, troubleshoot scoring and interpretation issues, provide written feedback on identified challenges and recommendations,

and assist in setting up performance reporting mechanisms. During this phase JSP will also conduct a six-month impact analysis of the PSA use in Fresno County. This will include analyzing demographic data of those assessed, PSA scores, recommendations, and judicial decisions. Additionally, subject matter experts (SMEs) in Fresno County will be identified and developed for the purposes of revising the PSA training, the DF and RCM based on validation results as they are conducted and future policy changes in Fresno County. JSP will provide training of trainer sessions to these SMEs to educate and prepare new staff to continue the use of the PSA in the county. These SMEs will be able to educate new system stakeholder staff as they are hired, including new judicial officers. JSP will provide coaching and support to these SMEs throughout the duration of the project period.

Phase Six: Initial Validation (Month 13 – 23)

Upon implementing the PSA and ensuring the reliability through quality assurance and an impact evaluation, JSP will conduct an initial validation of the instrument to ensure that the scoring of the instrument is predictive of the desired outcome—new arrest, failure to appear, and new arrest for a violent offense. The first step is to collect a minimum sample of 800 individuals who received a PSA score, were released from jail during the pretrial stage, and the case in which they received the pretrial release was ultimately closed. To ensure that the PSA is valid for

males and females as well as people of color it is important that there be a minimum sample of 200 individuals per group (male, female, black, Hispanic). Depending on the life of pretrial cases in Fresno County, this time period for collecting closed cases may take a number of months. Upon collecting the sample with final case outcome, JSP staff will examine each individual item to determine its predictive validity independently of the other items. Next each item will be examined by each of the subgroups as well. After each item is evaluated individually, JSP staff will combine the items and test the validity of the overall assessment for the entire sample as well as each of the subgroups. Given this will be a smaller sample and close to the initial roll out of the PSA, we will hold off to norm the cutoffs for males and females until the second round of validation. Upon completion of this initial validation, JSP will provide a written summary of the findings and conduct a presentation to the Implementation Team for discussion.

Phase Seven: Training, Quality Assurance, and Fidelity Check (Month 24 – 25)

Following initial validation of the PSA in Fresno County and depending on the findings, JSP will assist Fresno County SMEs in facilitating revisions to the risk factors, refresher trainings and overseeing case reviews conducted by Fresno County staff. This will ensure any revisions to the assessment or the assessment process based on the validation will be clearly articulated in policy and understood by staff and stakeholders through trainings and reviews.

Phase Eight: Dashboard Development (Month 25 to 36)

JSP will work with the PSA Implementation Team to identify ongoing reporting needs and then develop a dashboard to address those needs. JSP will work with Fresno County Probation IT staff to integrate the dashboard into their existing digital footprint that can provide ongoing visual data analysis. The dashboard will be built with open source products and will be able to be maintained over time by the Fresno County Probation IT staff. The dashboard will allow Fresno County the ability to push data from the PSA module to provide more transparency regarding the results of the risk assessment and release decision making. The dashboard will be public facing allowing the general public to see the aggregate data regarding risk and release and

have the ability to be used internally to provide quality improvement and gauge ongoing pretrial release practices in real time.

Phase Nine: Revalidation (Month 25 to 41)

The second round of validation will follow the same process as the initial validation with a larger sample which will provide the ability to ensure that the PSA is valid for unique subgroups as well as create local norms to ensure that it is not misclassifying subgroups. This round of validation will include the total sample of individuals who were released from jail with a PSA and whose case has been finalized. Moreover, JSP staff will evaluate the current cutoffs and make adjustments to ensure that the local cutoff scores are appropriate for the population. JSP staff will conduct Receiver Operating Characteristic (ROC) curve analysis and use area under the curve (AUC) to determine the most appropriate cutoffs.

Phase Ten: Final Validation (Months 42 to 60)

The third and final validation will follow the same pattern as the previous two validations and will provide Fresno County with the confidence that the PSA is both predictive of failure to appear (FTA), new crime, and new violent crime and is reliably completed. Given the larger sample, JSP will provide Fresno County with individual reliability scores for each staff person, to allow Fresno County to provide individualized training and quality assurance. Following each validation of the PSA in Fresno County, JSP will provide a written report summarizing the analysis conducted with recommendations for modifications based on the finding.

Reports

JSP will produce the following reports:

- Six-Month Analysis Report;
- Quality Assurance Case Review Report;
- Validation Report.

The report templates will, as needed, be modified with input from Fresno County.

Appendix A

APPENDIX I. TIMELINE & WORKPLAN Item	Timeline (Month)																																																											
	Year 1												Year 2				Year 3				Year 4				Year 5																																			
	1	2	3	4	5	6	7	8	9	10	11	12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-39	40-42	43-45	46-48	49-51	52-54	55-57	58-60																																
Phase 1. Implementation Work Group Developed and Trained																																																												
a. Establish work group membership	█																																																											
b. Train work group on the PSA	█																																																											
Phase 2. Support PSA Integration																																																												
a. Share AV software business module documentation with IT staff/vendor	█																																																											
b. Meet with IT staff/vendor to clarify and ensure PSA scoring and calculations	█																																																											
c. Upon programming of PSA, test accuracy of programming	█																																																											
d. Develop and program PSA court report for distribution	█																																																											
e. Create data collection plan & tracking methods for validation & outcomes	█																																																											
f. Conduct pre-adoption analysis of PSA performance in Fresno County	█																																																											
Phase 3. Active Implementation																																																												
a. Work group to review PSA California violent offense list	█																																																											
b. Discussion and development of Decision Framework (DF)	█																																																											
c. Discussion and development of Release Conditions Matrix (RCM)	█																																																											
d. Conduct stakeholder trainings on the PSA	█																																																											
e. Conduct assessor training of Pretrial staff	█																																																											
Phase 4. PSA Implementation is Live																																																												
a. Fresno County courts receive PSA assessments	█																																																											
b. JSP on-site to observe PSA scoring processes and use by stakeholders, troubleshoot scoring and interpretation issues	█																																																											
Phase 5. Post-Implementation Support, Subject Matter Experts & Sustainability																																																												
a. JSP will train and assist core group to conduct case reviews/audits of PSA assessments	█																																																											
b. Findings will be written in brief reports making recommendations for improvement	█																																																											
c. JSP will conduct initial 6-8 month impact analysis on PSA use in Fresno County	█																																																											
d. Identification of local staff to fill the role of subject matter experts	█																																																											
e. Conduct train the trainer sessions	█																																																											
Phase 6. Initial Validation																																																												
a. Collect PSA assessments data of pretrial defendants released and cases closed													█																																															
b. Analyze data to determine validity													█																																															
c. Provide report on PSA validity in Fresno County													█																																															
d. Present findings to Fresno County													█																																															

APPENDIX I. TIMELINE & WORKPLAN Item	Timeline (Month)																																																											
	Year 1												Year 2				Year 3				Year 4				Year 5																																			
	1	2	3	4	5	6	7	8	9	10	11	12	13-15	16-18	19-21	22-24	25-27	28-30	31-33	34-36	37-39	40-42	43-45	46-48	49-51	52-54	55-57	58-60																																
Phase 7. Training, Quality Assurance and Fidelity Check																																																												
a. Based on validation results, JSP will assist in training, modification of PSA risk factors and observe QA checks													█																																															
Phase 8. Dashboard Development																																																												
a. Identify data points and outcome measures for Dashboard																	█																																											
b. Create dashboard wireframes and identify appropriate open source software packages																	█																																											
c. Develop pilot dashboard with initial data																	█																																											
d. Go live on dashboard with integrated data																	█																																											
Phase 9. Re-Validation																																																												
a. Collect PSA assessments data of pretrial defendants released and cases closed since last validation																	█																																											
b. Analyze data to determine validity																	█																																											
c. Provide report on PSA validity in Fresno County																	█																																											
d. Present findings to Fresno County																	█																																											
Phase 10. Final Re-Validation																																																												
a. Collect PSA assessments data of pretrial defendants released and cases closed since last validation																					█																																							
b. Analyze data to determine validity																					█																																							
c. Provide report on PSA validity in Fresno County																					█																																							
d. Present findings to Fresno County																					█																																							

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Budget Year 1

Organization/Agency Justice System Partners

Program/Service Description 20-054 PSA Implementation & Validation

Total Requested Budget \$ 105,000.00

Number and type of positions funded
(e.g., Correctional Officer (2))

PSA Implementation Team: Lead (1)

PSA Implementation Team: Support (2)

Research Director (1)

Research Analyst (1)

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Exhibit A - Line Item Budget for PSA Court Tool Funding
 Line Item Budget - Year 1

Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Funding Request	Notes/Comments/Description
Regular Salaries		
Extra Help		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration		
Other (describe)	105,000	Personnel consulting fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
Other (describe)		Phases 1 - 5 are included in the Year 1 Budget
Other (describe)		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.
Object Total	\$ 105,000	
SERVICES and SUPPLIES		
	Annual Funding Request	Notes/Comments/Description
Mobile Communication		
Telephone Charges		
Liability Insurance		
Insurance - Other		
Office Expense		
Books and Publications		
Prof & Specialized Services		
Publications & Legal Notices		
Education and Training		
Utilities		
Other (describe)		
Other (describe)		
Other (describe)		
Other (describe)		
Object Total	\$ -	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$ -	
Overhead Administrative Costs		
Object Total	\$ -	
TOTAL BUDGET	\$ 105,000	Personnel fees are inclusive of all expenses related to providing the services listed in the Scope of Work. Phases 1 - 5 are included in the Year 1 Budget JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Budget Year 2

Organization/Agency Justice System Partners

Program/Service Description 20-054 PSA Implementation & Validation

Total Requested Budget \$ 65,000.00

Number and type of positions funded PSA Implementation Team: Lead (1)

(e.g., Correctional Officer (2)) Research Director (1)

Research Analyst (1)

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Exhibit A - Line Item Budget for PSA Court Tool Funding
 Line Item Budget - Year 2

Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Funding Request	Notes/Comments/Description
Regular Salaries		
Extra Help		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration		
Other (describe)	65,000	Personnel consulting fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
Other (describe)		Phases 6 -7 are included in the Year 2 Budget
Other (describe)		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.
Object Total	\$ 65,000	
SERVICES and SUPPLIES	Annual Funding Request	Notes/Comments/Description
Mobile Communication		
Telephone Charges		
Liability Insurance		
Insurance - Other		
Office Expense		
Books and Publications		
Prof & Specialized Services		
Publications & Legal Notices		
Education and Training		
Utilities		
Other (describe)		
Other (describe)		
Other (describe)		
Other (describe)		
Object Total	\$ -	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$ -	
Overhead Administrative Costs		
Object Total	\$ -	
TOTAL BUDGET	\$ 65,000	Personnel fees are inclusive of all expenses related to providing the services listed in the Scope of Work. Phases 6 -7 are included in the Year 2 Budget JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Budget Year 3

Organization/Agency Justice System Partners

Program/Service Description 20-054 PSA Implementation & Validation

Total Requested Budget \$ 50,000.00

Number and type of positions funded PSA Implementation Team: Lead (1)

(e.g., Correctional Officer (2)) Research Director (1)

Research Analyst (1)

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Exhibit A - Line Item Budget for PSA Court Tool Funding
 Line Item Budget - Year 3

Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Funding Request	Notes/Comments/Description
Regular Salaries		
Extra Help		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration		
Other (describe)	50,000	Personnel consulting fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
Other (describe)		Phase 8 is included in the Year 3 Budget
Other (describe)		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.
Object Total	\$ 50,000	
SERVICES and SUPPLIES	Annual Funding Request	Notes/Comments/Description
Mobile Communication		
Telephone Charges		
Liability Insurance		
Insurance - Other		
Office Expense		
Books and Publications		
Prof & Specialized Services		
Publications & Legal Notices		
Education and Training		
Utilities		
Other (describe)		
Other (describe)		
Other (describe)		
Other (describe)		
Object Total	\$ -	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$ -	
Overhead Administrative Costs		
Object Total	\$ -	
TOTAL BUDGET	\$ 50,000	Personnel fees are inclusive of all expenses related to providing the services listed in the Scope of Work. Phase 8 is included in the Year 3 Budget JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Budget Year 4

Organization/Agency Justice System Partners

Program/Service Description 20-054 PSA Implementation & Validation

Total Requested Budget \$ 65,000.00

Number and type of positions funded PSA Implementation Team: Lead (1)

(e.g., Correctional Officer (2)) Research Director (1)

Research Analyst (1)

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Exhibit A - Line Item Budget for PSA Court Tool Funding

Line Item Budget - Year 4

Organization/Agency:

Program/Service:

SALARIES & BENEFITS	Annual Funding Request	Notes/Comments/Description
Regular Salaries		
Extra Help		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration		
Other (describe)	65,000	Personnel consulting fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
Other (describe)		Phase 9 is included in the Year 4 Budget
Other (describe)		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.
Object Total	\$ 65,000	

SERVICES and SUPPLIES	Annual Funding Request	Notes/Comments/Description
Mobile Communication		
Telephone Charges		
Liability Insurance		
Insurance - Other		
Office Expense		
Books and Publications		
Prof & Specialized Services		
Publications & Legal Notices		
Education and Training		
Utilities		
Other (describe)		
Other (describe)		
Other (describe)		
Other (describe)		
Object Total	\$ -	

FIXED ASSETS (add description - e.g., vehicle)		
Object Total	\$ -	

Overhead Administrative Costs		
Object Total	\$ -	

TOTAL BUDGET	\$ 65,000	Personnel fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
		Phase 9 is included in the Year 4 Budget
		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Budget Year 5

Organization/Agency Justice System Partners

Program/Service Description 20-054 PSA Implementation & Validation

Total Requested Budget \$ 65,000.00

Number and type of positions funded PSA Implementation Team: Lead (1)

(e.g., Correctional Officer (2)) Research Director (1)

Research Analyst (1)

RFP 20-054 Exhibit A - Summary for PSA Court Tool Funding

Exhibit A - Line Item Budget for PSA Court Tool Funding
Line Item Budget - Year 5

Organization/Agency:		
Program/Service:		
SALARIES & BENEFITS	Annual Funding Request	Notes/Comments/Description
Regular Salaries		
Extra Help		
Overtime		
Holiday OT		
Unemployment Insurance		
Retirement Contribution		
OASDI Contribution		
Workers Comp Contribution		
Health Insurance Contribution		
Life & Disability Insurance		
Benefits Administration		
Other (describe)	65,000	Personnel consulting fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
Other (describe)		Phase 10 is included in the Year 5 Budget
Other (describe)		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.
Object Total	\$ 65,000	
SERVICES and SUPPLIES	Annual Funding Request	Notes/Comments/Description
Mobile Communication		
Telephone Charges		
Liability Insurance		
Insurance - Other		
Office Expense		
Books and Publications		
Prof & Specialized Services		
Publications & Legal Notices		
Education and Training		
Utilities		
Other (describe)		
Other (describe)		
Other (describe)		
Other (describe)		
Object Total	\$ -	
FIXED ASSETS		
(add description - e.g., vehicle)		
Object Total	\$ -	
Overhead Administrative Costs		
Object Total	\$ -	
TOTAL BUDGET	\$ 65,000	Personnel fees are inclusive of all expenses related to providing the services listed in the Scope of Work.
		Phase 10 is included in the Year 5 Budget
		JSP is willing to negotiate the proposed scope of work and associated budget to meet funding limitations.