

# AGREEMENT

THIS AGREEMENT ("Agreement") is made and entered into this 29th day of January, 2019 ("Effective Date"), by and between the COUNTY OF FRESNO, a Political Subdivision of the State of California, ("COUNTY"), and the University of Cincinnati Research Institute, an Ohio non-profit 501(c)(3) corporation, whose address is 2900 Reading Road, Suite 460, Cincinnati, OH 45206, ("CONTRACTOR").

## WITNESSETH:

WHEREAS, COUNTY desires to enter into this Agreement to expand and improve the delivery of evidence-based practices in and across the Juvenile Hall and Field Services Division; and

WHEREAS, all or some part of the Services contemplated under this Agreement will be performed by CONTRACTOR's authorized subcontractor, the University of Cincinnati Corrections Institute; and

WHEREAS, CONTRACTOR is qualified and willing to provide technical assistance for these services through its University of Cincinnati Corrections Institute.

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

## 1. OBLIGATIONS OF THE CONTRACTOR

CONTRACTOR shall provide technical assistance in accordance with the Scope of Work, attached as Exhibit A and incorporated by reference. For purposes of this Agreement, "CONTRACTOR" shall also include CONTRACTOR'S authorized subcontractor, the University of Cincinnati Corrections Institute ("UCCI") and any references to "CONTRACTOR" shall also refer to UCCI.

## 2. OBLIGATIONS OF THE COUNTY

COUNTY shall compensate CONTRACTOR in accordance with Section 5, "COMPENSATION/INVOICING," of this Agreement.

## 3. TERM

The term of this Agreement shall be for a period of three (3) years, commencing upon execution, through and including December 31, 2021.

## 4. TERMINATION

Non-Allocation of Funds - The terms of this Agreement, and the services to be provided hereunder,

are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this Agreement terminated, at any time by giving the CONTRACTOR thirty (30) days advance written notice.

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

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

In no event shall any payment by the COUNTY constitute a waiver by the COUNTY of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to the COUNTY with respect to the breach or default. The COUNTY shall have the right to demand of the CONTRACTOR the repayment to the COUNTY of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of the COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

B. Without Cause - Under circumstances other than those set forth above, this Agreement may be terminated by either COUNTY or CONTRACTOR by giving thirty (30) days advance written notice of an intention to terminate to the non-terminating party.

5. COMPENSATION/INVOICING: COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive compensation based on the prices listed in Exhibit "B", which is attached and incorporated by this reference. County agrees to reimburse Contractor for the Additional Insurance Premiums at the rates specified in Exhibit B, with the first payment due upon execution of this Agreement and the Additional Insurance Premium thereafter due by December 15th of each subsequent year of the Agreement. For the avoidance of doubt, County agrees that the Additional Insurance Premium due each year may change. County will be notified via email of the total cost 30 days prior to the date in which payment is due, however if notice is not provided, the amount listed therein shall be considered the cost payable for that year. County acknowledges that the Additional Insurance

1 Premium, once remitted, becomes a non-cancellable, non-reimbursable commitment and Termination of  
2 this Agreement at any time prior to the expiration of the then insurance policy period will not oblige  
3 Contractor to return to County any portion of the cost of the paid premium. CONTRACTOR shall submit  
4 monthly invoices in triplicate to the County of Fresno Probation Department, 3333 E. American Avenue,  
5 Suite B, Fresno, California 93725.

6 In no event shall compensation for services performed under this Agreement exceed \$297,433  
7 during the term of this Agreement. It is understood that all expenses incidental to CONTRACTOR'S  
8 performance of services under this Agreement shall be borne by CONTRACTOR.

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

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

20 Because of its status as an independent contractor, CONTRACTOR shall have absolutely no right  
21 to employment rights and benefits available to COUNTY employees. CONTRACTOR shall be solely liable  
22 and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In  
23 addition, CONTRACTOR shall be solely responsible and save COUNTY harmless from all matters relating  
24 to payment of CONTRACTOR'S employees, including compliance with Social Security withholding and all  
25 other regulations governing such matters. It is acknowledged that during the term of this Agreement,  
26 CONTRACTOR may be providing services to others unrelated to the COUNTY or to this Agreement.

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

1           8.     NON-ASSIGNMENT: Neither party shall assign, transfer or sub-contract this Agreement  
2 nor their rights or duties under this Agreement without the prior written consent of the other party.  
3 COUNTY hereby consents to the subcontracting of all or some part of the Services contemplated under this  
4 Agreement to CONTRACTOR's authorized subcontractor, the University of Cincinnati Corrections Institute.  
5 Further, CONTRACTOR may freely assign this Agreement to its authorized subcontractor upon COUNTY's  
6 receipt of CONTRACTOR's written notice of its intention to do so.

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

16           10.    INSURANCE

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

21                 A.     Commercial General Liability

22                 Commercial General Liability Insurance with limits of not less than Two Million Dollars  
23 (\$2,000,000.00) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000.00). This  
24 policy shall be issued on a per occurrence basis. COUNTY may require specific coverages including  
25 completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal  
26 liability or any other liability insurance deemed necessary because of the nature of this contract.

27                 B.     Automobile Liability

28                 Comprehensive Automobile Liability Insurance with limits of not less than One Million Dollars

1 (\$1,000,000.00) per accident for bodily injury and for property damages. Coverage should include any auto  
2 used in connection with this Agreement.

3 C. Professional Liability

4 If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in  
5 providing services, Professional Liability Insurance with limits of not less than One Million Dollars  
6 (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

7 D. Worker's Compensation

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

10 E. Cyber Liability

11 Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim,  
12 \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is  
13 undertaken by CONTRACTOR in this agreement and shall include, but not be limited to, claims involving  
14 infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade  
15 dress, invasion of privacy violations, information theft, damage to or destruction of electronic information,  
16 release of private information, alteration of electronic information, extortion and network security. The  
17 policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as  
18 credit monitoring expenses with limits sufficient to respond to these obligations.

19 F. Molestation

20 Sexual abuse / molestation liability insurance with limits of not less than One Million Dollars  
21 (\$1,000,000.00) per occurrence, Two Million Dollars (\$2,000,000.00) annual aggregate. This policy shall be  
22 issued on a per occurrence basis.

23 Additional Requirements Relating to Insurance

24 CONTRACTOR shall obtain endorsements to the Commercial General Liability insurance naming  
25 the County of Fresno, its officers, agents, and employees, individually and collectively, as additional  
26 insured, but only insofar as the operations under this Agreement are concerned. Such coverage for  
27 additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained  
28 by COUNTY, its officers, agents and employees shall be excess only and not contributing with insurance

1 provided under CONTRACTOR's policies herein. This insurance shall not be cancelled or changed without  
2 a minimum of thirty (30) days advance written notice given to COUNTY.

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

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

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

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

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

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

9        12.    OWNERSHIP OF MATERIALS: CONTRACTOR retains all sole ownership rights to any  
10 and all patent, trademark, copyright and other intellectual property rights in any and all inventions and/or  
11 materials invented and/or developed by CONTRACTOR during the performance of CONTRACTOR's  
12 duties under this Agreement.

13        13.    NOTICES: The persons and their addresses having authority to give and receive notices  
14 under this Agreement include the following:

15                    COUNTY

16                    COUNTY OF FRESNO  
17                    Chief Probation Officer  
                     3333 E. American Ave, Suite B  
                     Fresno, CA 93725

CONTRACTOR

                     University of Cincinnati Research Institute  
                     Chief Executive Officer  
                     2900 Reading Road, Suite 460  
                     Cincinnati, OH 45206

18            All notices between the COUNTY and CONTRACTOR provided for or permitted under this  
19 Agreement must be in writing and delivered either by personal service, by first-class United States mail, by  
20 an overnight commercial courier service, or by telephonic facsimile transmission. A notice delivered by  
21 personal service is effective upon service to the recipient. A notice delivered by first-class United States  
22 mail is effective three COUNTY business days after deposit in the United States mail, postage prepaid,  
23 addressed to the recipient. A notice delivered by an overnight commercial courier service is effective one  
24 COUNTY business day after deposit with the overnight commercial courier service, delivery fees prepaid,  
25 with delivery instructions given for next day delivery, addressed to the recipient. A notice delivered by  
26 telephonic facsimile is effective when transmission to the recipient is completed (but, if such transmission is  
27 completed outside of COUNTY business hours, then such delivery shall be deemed to be effective at the  
28 next beginning of a COUNTY business day), provided that the sender maintains a machine record of the

1 completed transmission. For all claims arising out of or related to this Agreement, nothing in this section  
2 establishes, waives, or modifies any claims presentation requirements or procedures provided by law,  
3 including but not limited to the Government Claims Act (Division 3.6 of Title 1 of the Government Code,  
4 beginning with section 810).

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

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

9 15. DISCLOSURE OF SELF-DEALING TRANSACTIONS

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

13 Members of the CONTRACTOR's Board of Directors shall disclose any self-dealing transactions  
14 that they are a party to while CONTRACTOR is providing goods or performing services under this  
15 agreement. A self-dealing transaction shall mean a transaction to which the CONTRACTOR is a party  
16 and in which one or more of its directors has a material financial interest. Members of the Board of  
17 Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a  
18 Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit C and incorporated herein by  
19 reference, and submitting it to the COUNTY prior to commencing with the self-dealing transaction or  
20 immediately thereafter.

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

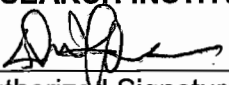
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1 IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year  
2 first hereinabove written.

3  
4 UNIVERSITY OF CINCINNATI  
RESEARCH INSTITUTE


5   
6 (Authorized Signature)

7 DAVID J. ADAMS, Chief Executive Officer  
8 Print Name & Title

9 2900 Reading Rd, Suite 400

10 Cincinnati, OH 45206  
11 Mailing Address

COUNTY OF FRESNO

  
Nathan Magsig, 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

12  
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15  
16 By: 

Deputy

17 FOR ACCOUNTING USE ONLY:

18 ORG No.: 34309999

19 Account No.: 7295

20 Requisition No.: 3431900209  
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## **SCOPE OF SERVICES**

The University of Cincinnati Corrections Institute (UCCI) will work with Fresno County ("County") to expand and improve the delivery of evidence-based practices in and across the Juvenile Justice Campus and Adult and Juvenile Services Divisions.

### **Section 1: Juvenile Justice Campus**

UCCI will work with the Fresno County Juvenile Justice Campus in the following ways:

1. Enhance the contingency/behavioral management system.
2. Improve consistency of the contingency/behavioral management system through training, coaching and quality assurance.
3. Enhance staff use of core correctional practices through training, coaching, and quality assurance.

#### **Phase I: Program Design/Model Development**

UCCI staff in conjunction with County staff will design all aspects of the contingency/behavioral management system, training, coaching, performance indicators, and quality assurance. The evidence-based practices will be based on a behavioral model with a focus on targeting criminogenic risk factors through cognitive restructuring and skill acquisition.

The new behavioral management system ("BMS") will be designed to assist youth in conforming to program expectations and developing the motivation and skills needed for the continuation of pro-social behavior once released to the community. The BMS will follow the guidelines for effective use of reinforcement and sanctions, with emphasis placed on frequent use of reinforcement for pro-social behavior.

UCCI and key County personnel will meet to review processes and establish contact and potential committee members.

Adaptations will be made to the existing program components. Components being delivered that are inconsistent with evidence-based programming will be adjusted or replaced while effective strategies will be kept in place. UCCI staff will work with designated County staff (through a multidisciplinary implementation team) to make decisions about what evidence-based programming to use and work together to make the necessary adaptations to the program.

#### **Phase II: Training**

Training will be conducted by staff from UCCI on Core Correctional Practices (CCP). The first training session should include supervisor and administrative representative(s) and a cross section of staff (including external program providers), especially those County believes could be potential early adopters/committee members. County should include committee members and invite staff to participate. Additional training sessions will be for the remaining pilot pod(s) staff. During this phase, a pilot pod(s) will be selected and trained on the new BMS. Training on UCCI's Cognitive-Behavioral Interventions for Substance Abuse Curriculum (CBI-SA) will occur. Also during this time, UCCI will facilitate onsite MIT meetings, and onsite coaching.

Please note that it will be important for specific staff to receive the foundational CCP training for additional program development and design efforts to take place. Specific staff include key personnel for the SB1143, such as mental health staff, along with school staff. UCCI will work closely with County to recommend staff in need of this course during early stages of the project.

### Phases III-IV: Implementation/Coaching/Quality Assurance

Once staff are trained, the BMS components will be implemented on the pilot pod(s). Newly designed components will be rolled out in segments if helpful. Formal pilot periods will be identified and staff will be coached on implementation of the new components. Coaching will involve hands-on modeling of service delivery as well as observation with feedback on newly adopted material as well as current evidence-based practices (e.g., Thinking for a Change and Aggression Replacement Training). As components are implemented, UCCI staff will meet with County staff for feedback on the piloting experience and to identify any adaptations that need to be made to the practices. Once implementation is underway, primary attention will be turned to the coaching of internal County coaches who will help sustain the new skills and techniques. During this time, UCCI will facilitate one Continuous Quality Improvement training and onsite MIT meetings and onsite coaching. Also, during this time, select County staff will attend a training of trainers training for CBI-SA to support sustainability of the curriculum as well as CCP training of trainers.

To be eligible to participate in the CBI-SA trainer session, County staff must have 1) successfully completed the initial 3-day facilitator training, and 2) conducted at least two full cycles of the group curriculum.

To be eligible to participate in the CCP trainer session, County staff must have 1) successfully completed the 2-day facilitator training, and 2) demonstrate an understanding of CCP concepts and applications. Note that trainers will be required to facilitate a live end-user session under the observation of a UCCI master trainer. It will be the responsibility of the County to provide training materials for the end-user trainees. UCCI will provide PDF files of the materials along with instructions for manual assembly at least two weeks in advance of the session.

All trainers are required to sign a training protocol Memorandum of Understanding with UCCI. Note that the prerequisites mentioned above apply to all potential trainers and participation in the ToT does not guarantee certification as a trainer.

### Summary:

Total cost of this portion of the proposal shall not exceed \$127,250. This flat rate cost is inclusive of all UCCI staff salaries/benefits, travel accommodations/expenses, training material production/shipment for direct services, and administrative costs. Please note, the services and scope of work outlined in this proposal may be modified with agreement by parties to best support the needs of the County.

The following trainings and services are proposed to be delivered throughout the life of the project.

<b>Trainings</b>	<b># in class</b>	<b>Days</b>	<b>Number</b>
Core Correctional Practices	30	2	2
CBI-SA	18	3	1
CCP ToT (includes end-user)	12 (40)	5	1
CBI-SA ToT Institute Registration fee	1	4	2
CQI	18	3	1
Redesign MIT and Coaching	N/A	2	10 Months

Finally, the following deliverables are to be delivered upon project completion.

- Kick-off and Establishment of MIT

- Training on CCP
- Training on CBI-SA
- A BMS based on CCP (Incentive and Sanction portions)
- Establish pilot pod (s)
- Development of training protocol for new BMS
- Development of protocol to comply with SB 1143
- MIT meetings
- Onsite coaching
- Offsite technical assistance

## **Section 2: Adult and Juvenile Services**

UCCI will work with County to expand and improve the delivery of evidence-based programming in Adult and Juvenile Services in the following ways:

1. To enhance staff use of core correctional practices
2. To enhance staff ability to develop meaningful case plans

### **Multidisciplinary Implementation Team (MIT):**

UCCI will set up committees and meet with MIT teams regularly to review current program components, update components in need of better alignment with evidence-based practices, monitor both successful and challenging components, and update implementation efforts as needed to best support practices adopted.

1. Enhance the case planning process to specifically target criminogenic needs from the risk assessment.
2. Design a contingency management system for probationers through training, coaching and quality assurance.
3. Enhance staff use of core correctional practices through training, coaching, and quality assurance.

### **Training:**

#### *Effective Practices in Community Supervision (EPICS)*

Research on the principles of effective intervention, coupled with the most recent research on community supervision, provided the impetus for the development of a new model by the University of Cincinnati: Effective Practices in Community Supervision (EPICS). The purpose of the EPICS model is to teach probation and parole officers how to apply the principles of effective intervention and core correctional practices specifically to community supervision practices. Probation officers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and to use a social learning, cognitive behavioral approach to their interactions.

EPICS is a three-day training for probation/parole officers and supervisors. The three days include didactic presentation and practice of concepts and skills.

A pre-training session is required for supervisors. The session is specifically for supervisors and begins the process on how to provide supervision and support to the officers implementing these skills. This session can be conducted via phone or video conference.

Approximately one to two months after the onsite training, participants will begin audio taping sessions. Because reporting standards may vary across site, at least one session per month will

be audio taped. Each tape will then be reviewed by UCCI and information will be coded concerning use of the EPICS model and use of specific core correctional practices. Staff will receive written individual feedback for each audiotape submitted.

In order to ensure adherence to the model and to train the supervisors as coaches, five videoconference sessions with all training participants and 5 separate conference calls with supervisors only are included as part of the training. During the first two group coaching sessions, UCCI staff will fully conduct the session by checking in on use of the model, reviewing previously discussed skills, reviewing overall site feedback on use of the model, review and model a skill from the training, and ask participants to practice the skill on their next audio. During the third and fourth sessions, supervisors will partner with UCCI staff to conduct the aspects of the coaching session. The final session will be conducted by the supervisors, with UCCI staff providing support and coaching.

For the supervisor-only conference calls, UCCI staff will discuss EPICS implementation with supervisors, train supervisors how to listen to and code audios for use of EPICS skills, and will train supervisors how to conduct EPICS coaching sessions.

To support internal sustainability, a five-day training-of-trainers (ToT) session is available for a maximum of 10 trainers. To qualify as a candidate for this session, staff must have been previously trained on the EPICS model and demonstrate interest in becoming a trainer. During the initial EPICS process, staff should have actively participated in the coaching sessions (i.e., submitted all assigned audios and participated in video conferences). Final audio submissions should be rated as "satisfactory" in 85% or more of the items.

All trainers are required to sign a training protocol Memorandum of Understanding with UCCI. Note that the prerequisites mentioned above apply to all potential trainers and participation in the ToT does not guarantee certification as a trainer.

Note that trainers will be required to facilitate a live end-user session under the observation of a UCCI master trainer. It will be the responsibility of the County to provide training materials for the end-user trainees. UCCI will provide PDF files of the materials along with instructions for manual assembly at least two weeks in advance of the session.

### *Case Planning*

Case Planning (CP) training is for criminal and juvenile justice staff responsible for developing and monitoring case plans. The goals of the training are threefold: (1) review the principles of effective intervention and how they relate to assessment and case planning; (2) discuss the importance of assessment-driven case planning; and (3) enhance staff skills and knowledge to develop case plans with individuals involved in the criminal justice system on their caseloads. The training provides staff with many opportunities to practice each component of an effective case plan, as well as offers a "putting it all together" activity whereby staff will work in small groups to create a full case plan for an individual involved in the criminal justice system.

The standard Case Planning training is a 2-day onsite session for up to thirty (30) staff with one UCCI trainer. To support internal sustainability, a five-day training-of-trainers (ToT) session is available for a maximum of 12 trainers. To qualify as a candidate for this session, the trainer must have participated in the initial two-day CP end-user training and demonstrate an understanding of CP concepts and applications.

All trainers are required to sign a training protocol Memorandum of Understanding with UCCI. Note that the prerequisites mentioned above apply to all potential trainers and participation in the ToT does not guarantee certification as a trainer.

Note that trainers will be required to facilitate a live end-user session under the observation of a UCCI master trainer. It will be the responsibility of the County to provide training materials for the end-user trainees. UCCI will provide PDF files of the materials along with instructions for manual assembly at least two weeks in advance of the session.

### **Technical Assistance:**

Research supports coaching and quality assurance measures as reliable means to ensure program fidelity and effectiveness. UCCI will provide both on and offsite technical assistance through any of the following services to support successful implementation and fidelity of programming. This support is available in the following mediums:

#### *Coaching for Skill Development*

Coaching will involve hands on modeling of service delivery as well as observation with feedback. As components are implemented, UCCI staff will meet with County staff for feedback on the piloting experience and to identify any adaptations that need to be made to the program. Once implementation is underway, primary attention will be turned to the coaching of internal County coaches who will help sustain the new skills and techniques.

#### *Expert Guidance*

UCCI will provide expert recommendation and coaching on evidence-based tools to support practices that are more effective in the reduction of recidivism.

### **Summary:**

Total cost of this portion of the proposal shall not exceed \$151,250. This flat rate cost is inclusive of all staff salaries/benefits, travel accommodations/expenses, training material production/shipment for direct services, and administrative costs. Please note, the services outlined in this proposal may be modified with agreement by parties to best support the needs of the County.

The following trainings and services are proposed to be delivered throughout the life of the project, not to exceed two (2) years.

<b>Trainings</b>	<b># in class</b>	<b>Days</b>	<b>Number</b>
EPICS	30	3	2
EPICS ToT (includes two end-user trainings* in separate trips)	10	8	1
Case Planning	30	2	2
Case Plan ToT (includes two end-user trainings* in same trip)	12 (40)	5	1
Redesign MIT and Coaching	N/A	2	2 Months
Add on day MIT (with Juvenile Justice Campus)	N/A	1	10 Months

*\*Does not include training materials for end users*

# COMPENSATION

## Section 1: Juvenile Justice Campus

Juvenile Detention and Commitment					
Trainings	# in class	Days	Number	Cost Per	Total
Core Correctional Practices	30	2	2	\$10,250	\$20,500
CBI-SA	18	3	1	\$13,750	\$13,750
CCP ToT (includes end-user*)	12 (40)	5	1	\$19,500	\$19,500
CBI-SA ToT Institute Registration fee**	1	4	2	\$1,250	\$2,500
CQI	18	3	1	\$13,500	\$13,500
Redesign MIT and Coaching	N/A	2	10 Months	\$5,750	\$57,500
<b>Total</b>					<b>\$127,250</b>

\*Does not include training materials for end users

\*\*Does not include travel to Cincinnati, Ohio for the training event

Total cost of this portion of the proposal shall not exceed \$127,250. This flat rate cost is inclusive of all UC staff salaries/benefits, travel accommodations/expenses, training material production/shipment for direct services, and administrative costs.

## Section 2: Adult and Juvenile Services

Field Services					
Trainings	# in class	Days	Number	Cost Per	Total
EPICS	30	3	2	\$25,000	\$50,000
EPICS ToT (includes two end-user trainings* in separate trips)	10	8	1	\$23,000	\$23,000
Case Planning	30	2	2	\$10,000	\$20,000
Case Plan ToT (includes two end-user trainings* in same trip)	12 (40)	5	1	\$19,250	\$19,250
Redesign MIT and Coaching	N/A	2	2 Months	\$5,750	\$11,500
Add on day MIT (with Juvenile Hall)	N/A	1	10 Months	\$2,700	\$27,000
<b>Total</b>					<b>\$151,250</b>

\*Does not include training materials for end users

Total cost of this portion of the proposal shall not exceed \$151,250. This flat rate cost is inclusive of all staff salaries/benefits, travel accommodations/expenses, training material production/shipment for direct services, and administrative costs.

**Additional Insurance Premiums**

Increased General Liability Insurance	Estimated Annual	\$3,536	Three Year Max Total	\$10,608
Umbrella Insurance	Estimated Annual	\$1,775	Three Year Max Total	\$5,325
Molestation Insurance	Estimated Annual	\$1,000	Three Year Max Total	\$3,000
Total	Estimated Annual	\$6,311	Three Year Max Total	\$18,933

**COMPLETE PROPOSAL TOTAL COST:**

The total cost of this Agreement shall not exceed \$297,433.



## SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a contractor's board of directors (hereinafter referred to as "County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

*"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest"*

The definition above will be utilized for purposes of completing this disclosure form.

### INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
  - a. The name of the agency/company with which the corporation has the transaction; and
  - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

<b>(1) Company Board Member Information:</b>			
<b>Name:</b>		<b>Date:</b>	
<b>Job Title:</b>			
<b>(2) Company/Agency Name and Address:</b>			
<b>(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):</b>			
<b>(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):</b>			
<b>(5) Authorized Signature</b>			
<b>Signature:</b>		<b>Date:</b>	