

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT ("First Amendment") is made and entered into this 27th day of April, 2021, by and between COUNTY OF FRESNO, a political subdivision of the State of California, Fresno, 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 and CONTRACTOR entered into Agreement number 19-038, dated January 29, 2019 ("Agreement"), pursuant to which CONTRACTOR agreed to expand and improve the delivery of evidence-based practices in the Probation Department;

WHEREAS, in 2020, the State of California enacted Senate Bill 823, which phases the closure of California's Department of Juvenile Justice and provides resources to counties for supervision and service delivery to youth in conflict with the law;

WHEREAS, due to this shift in responsibility, COUNTY's Probation Department will now house higher risk youth, and needs evidence-based practices to utilize with these youth; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement in order to assist the Probation Department with the design and implementation of Department of Juvenile Justice (DJJ) Realignment Program, a model for higher risk youth redirected to county-level jurisdiction from the State of California, as a result of Senate Bill 823.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, COUNTY and CONTRACTOR agree as follows:

1. Section 1. OBLIGATIONS OF THE CONTRACTOR of the Agreement, located on page 1, lines 17 through 20, is deleted in its entirety and replaced with the following:

"CONTRACTOR shall provide technical assistance in accordance with the Scope of Work, attached as Exhibits "A" and "D," and each incorporated by reference. For purposes of the Work to be performed under this Agreement, "CONTRACTOR" shall also include CONTRACTOR'S authorized subcontractor, the University of Cincinnati (UC), and as related to the Work, any references to "CONTRACTOR" shall also refer to "UC".

1 2. Section 3. TERM of the Agreement, located on page 1, lines 25 through 26, is deleted
2 in its entirety, and replaced with the following:

3 "The term of this Agreement shall be for a period of four (4) years, commencing upon
4 execution, through and including December 31, 2022."

5 3. Section 5. COMPENSATION/INVOICING of the Agreement, is deleted in its entirety
6 and replaced with the following:

7 "COUNTY agrees to pay CONTRACTOR and CONTRACTOR agrees to receive
8 compensation based on the prices listed in Exhibit "B", which is attached and incorporated by
9 this reference for services included in Exhibit "A". COUNTY agrees to reimburse
10 CONTRACTOR for the Additional Insurance Premiums at the rates specified in Exhibit "B", with
11 the first payment due upon execution of this Agreement and the Additional Insurance Premium
12 thereafter due by December 15th of each subsequent year of the Agreement. For avoidance of
13 doubt, COUNTY agrees that the Additional Insurance Premium due each year may change.
14 COUNTY will be notified via email of the total cost 30 days prior to the date in which the
15 payment is due, however if notice is not provided, the amount listed therein shall be considered
16 the cost payable for the year. COUNTY acknowledges that the Additional Insurance Premium,
17 once remitted, becomes a non-cancellable, non-reimbursable commitment and Termination of
18 this Agreement at any time prior to the expiration of the then insurance policy period will not
19 oblige CONTRACTOR to return to COUNTY any portion of the cost of the paid premium. For
20 costs incurred for services listed in Exhibit "B", CONTRACTOR shall submit monthly invoices.

21 COUNTY agrees to reimburse CONTRACTOR and CONTRACTOR agrees to receive
22 compensation for the services included in Exhibit "D" in the amount of \$37,750 at the end of
23 each of the months three (3), six (6), nine (9), and twelve (12) in the project timeline. Upon
24 written approval from the Chief Probation Officer, additional trainings and services may be
25 added, but compensation for these additional trainings and services shall in no event exceed a
26 maximum of \$25,000 for the entire term of this Agreement. Invoices shall be submitted in
27 triplicate to the County of Fresno Probation Department, 3333 E. American Avenue, Suite B,
28 Fresno, California 93725.

1 In no event shall compensation paid for services performed pursuant to Exhibit "A" of
2 this Agreement exceed \$297,433. In no event shall compensation paid for services performed
3 pursuant to Exhibit "D" exceed \$151,000 during the term of this Agreement. In no event shall
4 compensation for additional training and services exceed \$25,000 during the term of this
5 Agreement. In no event shall total compensation paid to CONTRACTOR for services
6 performed exceed \$473,433 during the term of this Agreement. It is understood that all
7 expenses incidental to CONTRACTOR'S performance of services under this Agreement shall
8 be borne by CONTRACTOR."

9 COUNTY and CONTRACTOR agree that this First Amendment is sufficient to amend the
10 Agreement and, that upon execution of this First Amendment, the Agreement and this First
11 Amendment together shall be considered the Agreement.

12 The parties agree that this First Amendment may be executed by electronic signature as
13 provided in this section. An "electronic signature" means any symbol or process intended by an
14 individual signing this First Amendment to represent their signature, including but not limited to (1) a
15 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
16 scanned and transmitted (for example by PDF document) of a handwritten signature. Each electronic
17 signature affixed or attached to this First Amendment (1) is deemed equivalent to a valid original
18 handwritten signature of the person signing this First Amendment for all purposes, including but not
19 limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and
20 effect as the valid original handwritten signature of that person. The provisions of this section satisfy
21 the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction
22 Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1). Each party using a digital
23 signature represents that it has undertaken and satisfied the requirements of Government Code
24 section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely
25 upon that representation. This First Amendment is not conditioned upon the parties conducting the
26 transactions under it by electronic means and either party may sign this First Amendment with an
27 original handwritten signature.

28 The Agreement, as hereby amended, is ratified and continued. All provisions, terms,

covenants, conditions and promises contained in the Agreement and not amended herein shall remain in full force and effect.

EXECUTED AND EFFECTIVE as of the date first above set forth.

CONTRACTOR

Pankhuri Hatfield Digitally signed by Pankhuri Hatfield
Date: 2021.03.30 00:25:16 -04'00'

(Authorized Signature)
Pankhuri Hatfield,
Director, Contracts & Compliance

Print Name & Title

2900 Reading Road, Suite 460, Cincinnati, OH 45206

Mailing Address

COUNTY OF FRESNO

Steve Brandau, 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: Lisei Cuyf
Deputy

FOR ACCOUNTING USE ONLY:

Fund: 0001

Subclass: 10000

ORG: 34309999

Account: 7295

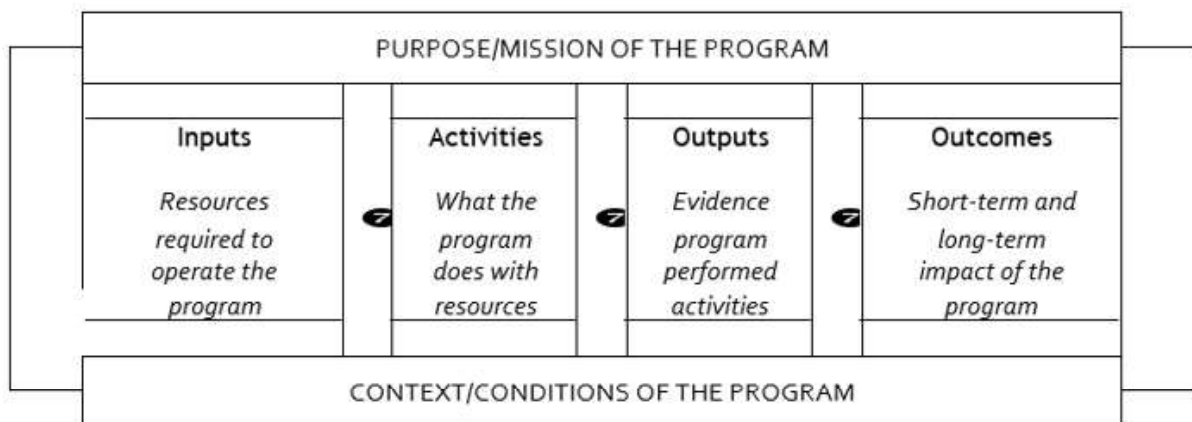
Scope of Work

The scope of work will be divided into four phases as follows:

I. Logic Model and Program Design

Key stakeholders will collaborate with the University of Cincinnati to create a logic model as a starting point for the program design. The logic model is intended to illustrate the relationship between program inputs (e.g., resources), strategies, program outputs, and the desired outcomes. It will serve as the overall framework for design, implementation, monitoring and evaluation.

Figure 1.
Sample Program Logic Model



The logic model will include process measures to provide the University of Cincinnati, FCPD, the Oversight Committee and the program staff with feedback during the pilot. This information can be used to sort out logistics and/or makes minor adjustments when the program is delivered in practice. University of Cincinnati will be responsible for collecting, analyzing, and reporting these key indicators throughout this project.

As the project shifts into the program design phase, assessments and structured treatment interventions will be selected to match the criminogenic needs - or dynamic risk factors- of the target population to be served by the program. FCPD utilizes the the Modified Positive Achievement Change Tool (M-PACT) and the Static Risk Offender Needs Guide- Revised (STRONG-R) to identify risk and need factors. These assessments will continue to serve as the foundation for evidence-based decision-making. Additional assessments will be selected to provide more detailed information about criminogenic need domains and specific responsivity factors.

Other program elements will then be designed around this core. This will include the schedule for programming and activities, contingency management (or behavior management) system, case management plans, as well as other program documents such as progress ratings and program fidelity measures. Careful attention will be paid to contextual factors (including the physical layout of the program, staff ratios, etc.) to ensure that the program can be implemented as designed. Additional information about these program elements is provided in Appendix A.

One other important aspect to the design of the DJJ Realignment Program must be acknowledged. Many of the referrals to the program are likely to have been previously placed in previous programs. Repeating identical program offerings fails to respond to the unique needs of the serious youthful offender, and may have limited efficacy as a result. An evidence-informed, innovative model that is more comprehensive and multifaceted will better address the needs of this population.

II. Implementation Plan

In the second phase of the proposed project, stakeholders will collaborate with University of Cincinnati personnel to create a detailed implementation plan. This will include a list of major tasks (e.g., providing training for personnel, preparing site and support facilities for implementation, configuring components of the physical environment, etc.), as well as the support and resources required. A schedule will also be developed to plan the timing and sequence of major tasks. Please refer to Table 1 for a sample implementation plan.

Table 1.
Sample Implementation Plan

Task	Start Date	End Date	Person Responsible	Status Comments

III. Training and Coaching

In the third phase of the proposed project, University of Cincinnati key personnel will develop a list of staff training modules, the course sequence, and a proposed schedule. If appropriate, University of Cincinnati key personnel will identify the trainings that particular staff should attend by job position description. A full description of the treatment strategies and programming curricula is included in Appendix B.

As program elements are implemented, formal pilot periods will be established to address any logistical issues. Coaching will involve hands-on modeling of skills associated with service delivery, as well as observation with feedback. At this stage, virtual meetings can also be used for ongoing consultation on program implementation.

At the end of this phase, attention will shift from implementation to continuous quality improvement in order to equip the program with the skills and resources needed to sustain the model overtime.

IV. Program Fidelity

Staff members will be trained on the use of group observation forms, client satisfaction surveys, and staff evaluations for the purposes of quality improvement.

Deliverables

At the end of the project, the agency will receive a final program description that will include the following items:

- Full Program Description and LogicModel
- Copies of Assessments and Related Policies
- Structured Case Plan Materials and Related Policies
- Description of Structured Treatment Interventions and Curriculum Materials
- Programming and Activities Schedules
- Behavior Management and Related Policies
- Measures of Program Fidelity

Support Services

- University of Cincinnati key personnel (Senior Research Associate) will meet monthly with each Multidisciplinary Implementation Team throughout the tenure of this project to design key program elements and develop implementation plans. Meetings will be held onsite, with trips combined with another TTA grant to reduce overall travel costs.
- Co-Principal Investigators will conduct off-site work to design program elements (as described in Appendix A) and develop implementation plans.
- Summary of Training Details (as described in Appendix B)

Training Title	#Trainers	#Days	# Trainees	Format
Behavioral Interventions	2	2	20	On-site
Case Planning	1	2	20	On-site
FYM Core	2	3	16	On-Site
FYM Domain Specific	2	3	16	On-site
I Decide				
Option #1	2	3	16	On-site
Option #2	2	2	16	Virtual
CCP Interactions	1	2	16	On-Site
CCP Interactions ToT				

Option #1	2	4	12	On-site
Option #2	1	4	6	On-site
CCP Coaching Days	1	6	n/a	On-site

The breakdown is as follows:

- UCRI will provide one (1) two-day training on Behavioral Interventions to Reduce Institutional Misconducts and Recidivism for up to 20 participants.
- UCRI will provide one (1) two-day training on Case Planning for up to 20 participants.
- UCRI will provide one (1) three-day training on the Free Your Mind CORE Curriculum (Orientation, Core and Integration Modules) for up to 16 participants,
- UCRI will provide one (1) three-day training on Free Your Mind DOMAIN-SPECIFIC Curriculum (Emotion Regulation, Substance Misuse, Antisocial Behavior Pattern and Violence Prevention/Gang Intervention Modules) for up to 16 participants.
- UCRI will provide one (1) three-day training on the I Decide Curriculum for up to 16 participants.
 - ▶ If the virtual learning format is selected, the cost of this training session is reduced For this option the curriculum will be provided in digital format (as PDF files), and the agency will be responsible for printing manuals.
- UCRI will provide one (1) 2-day training on Core Correctional Practices Interactions for up to 16 participants.
- UCRI will provide one (1) 4-day training on Core Correctional Practices Interactions ToT for up to 12 participants.
 - ▶ The cost associated with this training session can be reduced for up to 6 participants.
- UCRI will provide 6 1-day coaching days on Core Correctional Practices and other interventions implemented in the programming unit. These days will be scheduled as needed throughout the duration of the contract and added on to existing trips.

Project Timeline

The timeline to complete full implementation (core treatment plus transition and aftercare services) will likely require 24 months. However, this proposal covers the design and implementation of initial (core) phases of the program within Juvenile Hall, and the project timeline is 12 months.

Table 2.
Summary of Project Timeline and Milestones, by Year

	Task	Months					
		1 – 2	3 – 4	5 – 6	7 – 8	9 – 10	11 – 12
YEAR 1	Meet with Stakeholders						
	Identify Oversight Committee						
	Develop Logic Model						
	Select MIT Committees						
	Prepare Physical Plant						
	Select Staff Members						
	Facilitate Staff Training/Coaching						
	Develop Implementation Plan						
	Design Program Elements						
	Implement CQI Process						
	Submit Final Summary Report						

Important Note: DJJ Realignment Program should be prepared to accept referrals on 07/01/2021 (between Months 6 and Month 7, assuming the project starts in January).

Please note that the summary of the timeline provided in Table 2 is tentative, and can easily be adjusted to accommodate FCPD priorities and preferences. Also please note that most milestones encompass a number of subcomponents. Regular updates will be provided to FCPD by the University of Cincinnati throughout the tenure of the project (i.e., quarterly at minimum) to document progress.

Appendix A

Overview of Program Elements

Intake and Assessment Protocol

- Articulate clear eligibility criteria for program admission
- Create intake checklist to ensure that youth are screened and referred for immediate medical and/or mental health care, if needed
- Establish policies and protocol for the administration of composite risk/need measure (i.e., M-PACT and STRONG-R), and how the results will inform placement, referrals and case management practices
- Establish policies and protocol for the administration of domain-specific and responsivity assessments
- Establish guidelines for re-assessment
- Develop ongoing measures of progress to determine phase advancement

Case Management Practices

- Create template for case plans and related policies
- Develop matrix of referral services
- Establish process for case reviews, supervision and discharge planning
- Develop plan for staff training and coaching

Crisis Intervention and Safety Planning

- Establish policies and protocol to manage threats of imminent danger to self and others
- Establish policies and protocol for segregation and safety planning, as well as individualized crisis intervention
- Create plans to minimize the need for use of restrictive confinement

Housing Unit/Physical Plant

- Develop criteria to guide housing assignments based on age, risk, and security considerations
- Create plan for phase advancement and changes in level of custody based on progress in treatment and program participation
- Establish partnerships with community-based agencies (and possibly other counties) for housing of various specialty groups, step-down options, and temporary crisis stabilization
- Make modifications to the unit to create environment that is safe, secure, and conducive to learning and growth

Treatment Programming

- Select (and/or adapt) structured treatment programming
- Create a weekly schedule for programming, supplemental therapeutic activities, and advanced practice

- Develop plan for staff training and coaching

Medical/Mental Health Services

- Develop plan to assess and refer for medical and mental health services
- Establish policies and protocol to connect these services to case management and structured treatment interventions

Specialized and Adjunctive Services

- Create the capacity for interventions/services to address other (more specialized) treatment needs including, but not limited to:
 - Violence and Serious Offending
 - Gang Affiliation
 - Sexual Offending
 - Mental Health
 - Substance Misuse

Education and Vocational Training

- Establish collaborative partnership with Board of Education to provide accredited education
- Provide access to special education services, and facilitate adherence to IEP protocols
- Identify potential integration in school with detention, or the feasibility of stand-alone education option
- Establish community partnerships to provide access to vocational training

Behavior Management System

- Adapt the current model utilized in the Juvenile Justice Center to accommodate phases (taking into consideration the likelihood of higher levels of misconduct, and longer length of the program)
- Create a level system with increased privileges (and use of pause for behavioral infractions)
- Establish criteria for discharge based on behavior and progress in treatment
- Develop plan for staff training and coaching

Discharge Plans and Re, entry Services

- Develop the capacity for re-entry services and community partnerships
- Settimeframe for initiation of re-entry opportunities.
- Establish collaborative planning process with designated field DPO.
- Determine step-down process (e.g., facilities, community partnerships, electronic monitoring/day reporting, independent living options, etc.).
- Create policies and protocols for re-entry based on risk assessment results and recommended level of security
- Determine offerings for preparing for re-entry (both in-house and community-based)
- Create opportunities for advanced education, technical programs, vocational programs, and/or apprenticeships

Family Resources

- Develop strategies to engage families in treatment services, if possible
- Create capacity for family interventions (e.g., MST, MDT, FFT, etc.)

Appendix B

Structured Treatment and Programming Descriptions

Description of Trainings

This section includes a brief overview of each training included in the scope of work, including details about the maximum number of trainees and time required to facilitate each session.

A. Behavioral Interventions to Reduce Institutional Misconducts and Recidivism

This two-day training is intended to better equip staff members to work with serious, higher risk youth in the new DJJ Realignment Program. More specifically, this training teaches participants how to use cognitive behavioral strategies and applied behavior analysis to manage disruptive, antisocial, and aggressive behaviors. Participants will have several opportunities to practice skills within the training session, and then again during subsequent coaching sessions.

B. Case Planning

The DJJ Realignment Program will require a structured plan for case management given the length of time that youth are likely to spend in the program. This two-day training will equip staff members with the basic skills required to create and update case plans.

C. Free Your Mind Program Facilitator Training

The Free Your Mind Curriculum consists of a series of cognitive behavioral treatment (CBT) modules to target the criminogenic needs of justice-involved youth. This intervention was designed to achieve two outcomes: (1) to reduce the risk of institutional misconducts and post-release recidivism; and (2) to help participants find greater value, satisfaction, and investment in life without rule-breaking and/or antisocial behaviors.

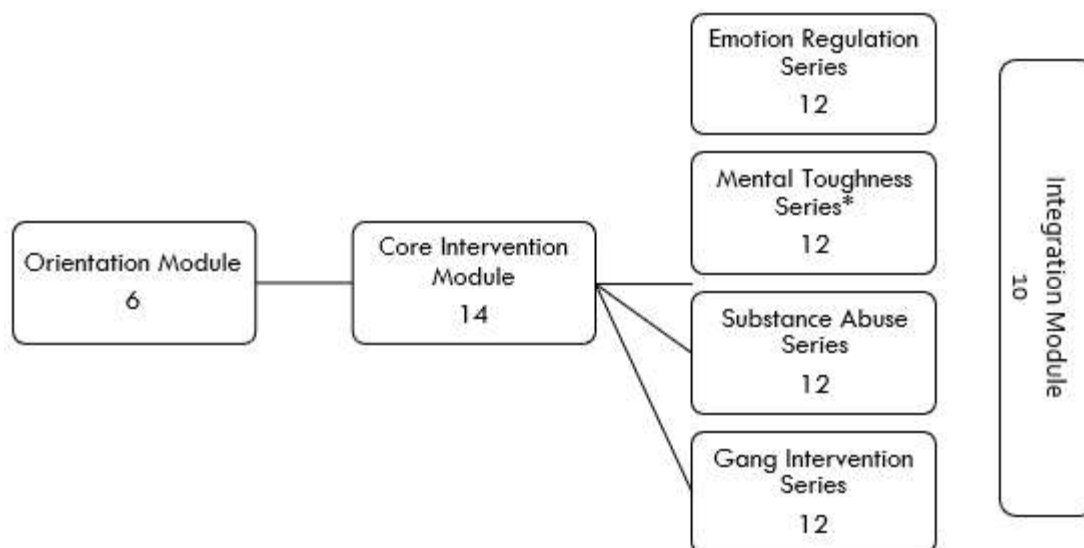
The Free Your Mind Curriculum incorporates a variety of CBT strategies, including behavioral interventions, cognitive restructuring, emotion regulation, structured skill building, motivational interviewing, and mindfulness techniques. It is important to note that the CBT model has a solid empirical base in the "what works" literature as an effective approach to reducing offender recidivism (see Bonta & Andrews, 2016 for a detailed review). The intervention is organized into a series of sessions that can be combined in different ways to meet the individual needs of correctional agencies. An overview of the curriculum is provided in Figure 1.

The Free Your Mind CORE Curriculum includes three modules: (1) the Orientation Module to introduce participants to the program, and to explore the relevance of the title; (2) the Core Module to teach participants a variety of new self-control strategies and social skills; and (3) the Integration Module (Relapse Prevention) to teach

participants how to avoid and manage risky situations. The Free Your Mind CORE Curriculum also includes optional Treatment Readiness Sessions (and can be delivered in individual or group format), as well as Advanced Practice (or Booster) Sessions. The intervention contains a total of 30 sessions (i.e., 6 sessions in the Orientation Module, 14 sessions in the Core Intervention, and 10 sessions in the Integration Module).

The Free Your Mind DOMAIN SPECIFIC Interventions offer additional sessions to address key criminogenic need areas (the module entitled 'Mental Toughness' and targets antisocial personality and behavioral patterns). Each DOMAIN SPECIFIC Intervention contains a total of 12 sessions.

Figure 1.
Free Your Mind Curriculum Overview



Please note that the specific topics can be modified (additions/deletions) in collaboration with FCPD prior to the commencement of the project. We routinely adapt sessions and/or modules to meet the individual needs of the context or program.

There are several advantages associated with the Free Your Mind Curriculum. First, all sessions are based on evidence-based practices and are consistent with the principles of effective intervention. Second, the modules are streamlined to improve coordination of various program components by providing a common language and simplifying the concepts for both corrections professionals and program participants. Third, the Free Your Mind Curriculum incorporates activities to stimulate neuroplasticity and engage participants in meaningful prosocial lifestyle changes. Fourth, the intervention includes additional materials necessary to monitor client progress and sustain program fidelity over time. Fifth, the treatment materials have been created with program facilitators specifically in mind; while the sessions are structured, there is still 'space between the

lines of curriculum' for facilitators to connect with participants in a meaningful way. To this end, each session also includes a list of inspirational resources, self-care reminders, and special notes to encourage connection with both the treatment materials and the participants. Finally, we have also created a network for program facilitators to connect with one another to share ideas and support.

The Free Your Mind Curriculum is the intellectual property of the author (one of the Co-Principal Investigators), and is protected by US and International Copyright laws. The reproduction, distribution, display or use of the curriculum without written permission of the author is prohibited. Trainees will receive the Facilitator Manual, Participant Workbook and all Supplemental Materials. Certified Program Facilitators have full rights to use the curriculum within the scope of their current employment with no additional costs or fees. Program materials cannot be modified without prior written permission of the author. All Program Facilitators must be trained and certified; participation in the end-user training does not qualify trainees to train others on the curriculum.

Program Facilitators must complete the three-day training for certification to deliver the Free Your Mind CORE Curriculum. An additional six to eight hours of training is typically required for certification to deliver each of the Free Your Mind DOMAIN SPECIFIC Interventions. For the purposes of this proposal, the four modules noted in Figure 1 will be trained in one (1) three-day session. Trainees are expected to attend the full training.

D. I Decide Curriculum

This curriculum is intended to target sexually maladaptive behavior in moderate to higher risk youth. It is designed to: (1) promote healthy sexual attitudes and behavior; (2) encourage youth to take responsibility for behaviors; (3) identify and replace risky thinking; (4) learn to manage emotions; (5) develop the ability to take the perspective of others; (6) build social skills to strengthen relationships; (7) support the formation of a positive identity; and (8) strengthen bonds with family members. The session materials are based on a cognitive-behavioral treatment model, and also incorporate motivational engagement, mindfulness techniques, and relapse prevention. In addition, many of the concepts are consistent with the good lives model, a strength-based approach that has been adopted by sex offender treatment programs internationally (see Collie, Ward, Hufham & West, 2007; Willis, Prescott & Yates, 2015).

The formal title of this program, *I Decide: Cognitive-Behavioral Intervention for Adolescents to Control Impulses and Create Identity*, was selected as the authors have integrated the concept of *identity* into the curriculum to refer to the personal qualities and beliefs that define an individual. For adolescents who have been convicted of sexual offending behavior, the authors felt that it was important to emphasize the development skills to support healthy sexual behaviors, personal relationships, and identity formation.

It should also be noted that core parts of this curriculum (e.g., Breathe ON Purpose as a streamlined, integrated approach to teaching social skills) is based on the treatment materials produced in conjunction with the Free Your Mind Curriculum. Therefore, this intervention will connect well to the other structured interventions recommended for the DJJ Realignment Program.

This training can be offered in a three-day format if offered onsite (in person), or in a blended learning format with three on-line modules and two virtual meetings.

E. Core Correctional Practices Interactions

Core Correctional Practices (CCP) Interactions provides an advanced training to enhance the use of skills related to service delivery. This training can be tailored to community supervision or institutional settings. The agenda includes a review of CCP skills, as well as more in-depth, scenario-based practice with the opportunity for discussion and feedback.

F. Core Correctional Practices Interactions Training-of-Trainers

Participants in the CCP Interactions Training-of-Trainers (ToT) must have previously attended the two-day end-user training facilitated by the University of Cincinnati. Preference will be given to current CCP coaches and trainers. The ToT session is delivered in a four-day format onsite for a maximum of twelve staff with two University of Cincinnati trainers, or six staff with one University of Cincinnati trainer. Please note that participation in the ToT session does not guarantee certification.

For the ToT session, the trainers will be required to facilitate an end-user session under the observation of the University of Cincinnati Master Trainer. It will be the responsibility of FCPD to provide training materials for the end-user trainees. University of Cincinnati will provide the materials as PDF files with instructions for manual assembly at least two weeks prior to the session.