

**UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE
SERVICES AGREEMENT**

THIS SERVICES AGREEMENT ("Agreement") made and effective as of the date indicated by the period of performance ("Effective Date") between the University of Cincinnati Research Institute, a tax exempt, non-profit 501(c)(3) Ohio corporation, ("UCRI") having an office at 2900 Reading Road, Suite 460, Cincinnati, OH 45206 and Lassen County Probation ("Sponsor") having its principal office at 2950 Riverside Dr, Suite 101 Susanville, CA 96130

WHEREAS, Sponsor wishes UCRI to perform training or other services as set forth in Exhibit A ("Work");

WHEREAS, the Affiliation Agreement between UCRI and the University of Cincinnati ("Authorized Contractor"), approved by the University of Cincinnati Board of Trustees May 22, 2012, provides that the Authorized Contractor: shall perform all or part of the Work as a subcontractor to UCRI; shall comply with all UCRI's obligations to Sponsor as set forth in this Agreement; and has authorized UCRI to represent and warrant its agreement to such performance and compliance; and

WHEREAS, the Work is of mutual interest and benefit to both UCRI and Sponsor.

NOW, THEREFORE, UCRI and Sponsor (individually referred to as a "Party" and collectively referred to as the "Parties") agree to the following:

1. **STATEMENT OF WORK.** UCRI agrees to use its reasonable efforts to provide the Work described in the Statement of Work which is attached hereto as Exhibit A and incorporated herein by reference.
2. **PERIOD OF PERFORMANCE.** The Work shall be conducted during the period beginning on April 1, 2022 ("Effective Date") and ending on December 31, 2022 ("Termination Date") and will be subject to renewal only by mutual agreement of the Parties.
3. **REIMBURSEMENT.** In consideration of the foregoing, Sponsor agrees to support the Work set forth in Exhibit A, consistent with UCRI's policy for the conduct of this Work, by paying the fixed price amount identified in Exhibit A.
4. **PAYMENT.** Payments shall be made to "University of Cincinnati Research Institute" by Sponsor in U.S. dollars, due and payable within thirty (30) days after Sponsor's receipt of UCRI's invoice for such Work.

Invoices should be sent to:

Lassen County Probation
2950 Riverside Dr, Suite 101
Susanville, CA 96130

Attn: Jennifer Branning jbranning@co.lassen.ca.us

All payments shall be mailed to:

University of Cincinnati Research Institute

PO Box 19614

Cincinnati, OH 45219

Attn: ucriacct@uc.edu

UCRI may elect to accept requests to modify the approved and final training dates sixty (60) days or less prior to the scheduled program, however certain expenses, including but not limited to airline change flight fees, accommodation cancellation or modification expenses and other non-cancellable fees may be incurred by Sponsor and are considered pass-through expenses not included in the project budget, and shall be separately delineated on each invoice.

5. EARLY TERMINATION.

- 5.1. Should UCRI breach this Agreement or become unable to perform hereunder, Sponsor shall have the right to terminate this Agreement. Sponsor shall notify UCRI of its intention to do so, and termination shall become effective sixty (60) days thereafter if UCRI is unable to cure the breach or rectify the problem.
- 5.2. Failure of Sponsor to pay any amount required hereunder within thirty (30) days after receipt of an invoice from UCRI shall be cause for UCRI to terminate this Agreement. UCRI shall notify Sponsor of its intention to do so, and termination shall become effective sixty (60) days thereafter if Sponsor has not made such payment in full.
- 5.3. Termination under this Article 5 does not relieve Sponsor of the obligation to reimburse all costs and non-cancelable commitments incurred in the performance of the Work prior to termination, such reimbursement not to exceed the total project cost as specified in Exhibit A. Upon termination for any reason, each Party shall immediately return all confidential information to the other Party.

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

7. WARRANTY DISCLAIMER. Nothing in this Agreement shall be construed as a warranty or representation that anything made, used, transferred, sold or otherwise disposed of under any license or other provision of this Agreement that is or may be granted: (i) is or will be free from infringement of patents, copyrights and trademarks of third parties; (ii) creates an obligation to bring or prosecute actions or suits against third parties for infringement; or (iii) confers rights to use in advertising, publicity or otherwise any trademark or the name of UCRI or Sponsor. Except

as expressly set forth in this Agreement, UCRI MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE USE OF THE INVENTIONS AND/OR MATERIALS UNDER THIS AGREEMENT WILL NOT INFRINGE ANY PATENT, COPYRIGHT OR TRADEMARK OR OTHER RIGHTS. Except as expressly set forth in this Agreement, Sponsor MAKES NO REPRESENTATIONS AND EXTENDS NO WARRANTIES OF ANY KIND, and EITHER EXPRESS OR IMPLIED. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF ANY SAMPLE, MATERIAL OR PRODUCT SUPPLIED BY OR ON BEHALF OF Sponsor TO UCRI or its Authorized Contractor.

8. **INDEMNIFICATION.** Each Party, upon receipt of prompt notice and opportunity to defend, shall indemnify and hold the other Party harmless, and hereby forever releases and discharges the other Party from and against all claims, demands, liabilities, damages, and expenses (including attorney's fees) arising out of negligence of the indemnifying Party or its affiliates in connection with the work performed during the Service.
9. **CONFIDENTIALITY.** All documents and other materials produced under this Agreement shall be deemed to be "confidential information" and the receiving Party shall not disclose, use, or reproduce, or authorize any third Party to disclose, use, or reproduce, any such confidential information, without the prior written approval of the disclosing Party; provided, however, that the receiving Party may disclose such confidential information to its employees and representatives of the receiving Party as may be required to perform its obligations under this Agreement and, provided further, that the receiving Party informs such persons of the existence of this confidentiality obligations and will be responsible for any breach of this such obligations by such persons. Notwithstanding anything in the foregoing to the contrary, the following shall not be deemed to be "confidential information": (I) information that is publicly known or becomes publicly known through no fault of the receiving Party, (ii) information that is generally or readily obtainable by the public, or (iii) information that constitutes the general skills, knowledge, and experience acquired by either Party before entering into this Agreement and thereafter.
10. **PROHIBITIONS.** UCRI shall only conduct research involving faculty, students, researchers, or other staff of its Authorized Contractor, if the research is industry-sponsored. UCRI shall not conduct clinical trials or research sponsored by the federal government, such as the National Institutes of Health, unless prior written approval is granted by its Authorized Contractor.
11. **EXPORT CONTROL.** It is understood that UCRI is subject to United States laws and regulations controlling the export of technical data, computer software, laboratory prototypes, and other commodities, and that its obligations hereunder are contingent on compliance with applicable U.S. export laws and regulations (including the Arms Export Control Act, as amended, and the Export Administration Act of 1979). The transfer of certain technical data and commodities may require a license from the cognizant agency of the United States Government and/or written assurances by Sponsor that Sponsor will not re-export data or commodities to certain foreign

countries without prior approval of the cognizant government agency. While UCRI agrees to cooperate in securing any license which the cognizant agency deems necessary in connection with this Agreement, UCRI cannot guarantee that such licenses will be granted.

12. **NOTICES.** Any notices required to be given or which shall be given under this Agreement shall be in writing delivered by first class mail (air mail if not domestic) addressed to the Parties as follows:

SPONSOR

Attention: Jennifer Branning
Address: Lassen County Probation

2950 Riverside Dr, Suite 101

Susanville, CA 96130
Phone: 530-251-2689
Fax: 530-257-9160
Email: jbranning@co.lassen.ca.us

UCRI

Attention: David J. Adams
Address: University of Cincinnati Research
Institute

PO Box 19614

Cincinnati, OH 45219
Phone: 513-556-5511
Fax: 513-556-4820
Email: davidj.adams@uc.edu

Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

13. **ASSIGNMENT.** This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and the successors to substantially the entire business and assets of the respective Parties hereto. This Agreement shall not be assignable by either Party without the prior written consent of the other Party. Notwithstanding the foregoing, UCRI may freely assign this Agreement to Authorized Contractor.
14. **GOVERNING LAW.** The Agreement shall be governed by the laws of the State of Ohio and the United States of America, without regard to any conflict of laws, rule or principle that would result in the application of the laws of any other jurisdiction. Any action brought to enforce this Agreement shall be brought in Ohio. In the event of any conflict between the Agreement and the Exhibit A, the Exhibit A will control related to project design and execution, and the Agreement

will control in all other matters, except if this Exhibit A specifically refers to the section of the Agreement which is to be changed.

15. **GOVERNING LANGUAGE.** In the event that a translation of this agreement is prepared and signed by the Parties for the convenience of the sponsor, this English language version shall be the official version and shall govern if there is a conflict between the two.
16. **FORCE MAJEURE.** UCRI shall not be responsible to the Sponsor for failure to perform any of the obligations imposed by this agreement, provided such failure shall be occasioned by fire, flood, explosion, lightning, windstorm, earthquake, subsidence of soil, failure or destruction, in whole or in part, of machinery or equipment or failure of supply of materials, discontinuity in the supply of power, governmental interference, civil commotion, riot, war, strikes, labor disturbance, transportation difficulties, labor shortage, or any cause beyond the reasonable control of UCRI.
17. **INDEPENDENT CONTRACTOR STATUS.** This Agreement does not constitute a hiring by either Party. It is the Parties' intention that UCRI shall provide the services described herein as an independent contractor. This Agreement shall neither create an employee-employer relationship between the Parties nor shall it be considered or construed to be a partnership or joint venture. Neither Party shall be liable for any obligations incurred by the other Party unless specifically authorized in writing. Neither Party may act as an agent of the other Party, ostensibly or otherwise, or bind the other Party in any manner, unless specifically authorized to do so in writing.
18. **ENTIRE AGREEMENT.** Unless otherwise specified, this Agreement embodies the entire understanding between UCRI and the Sponsor for this project, and any prior or contemporaneous representations, either oral or written, are hereby superseded. If there is any conflict, discrepancy or inconsistency between the terms contained in this Agreement and a Purchase Order issued by Sponsor for Services contemplated hereunder, the terms set forth in this Agreement will govern, control and take precedence. No amendments or changes to this Agreement, including without limitation, changes in the statement of work, total cost, and period of performance, shall be effective unless made in writing and signed by authorized representatives of the Parties.
19. **USE OF NAMES.** Neither Party will use the name or trademarks of the other in any advertising or other form of publicity without the written permission of the other. If a Party seeks permission to use trademarks of the other Party, the other Party agrees to notify its appropriate licensing Contact and will not unreasonably withhold its consent.
20. **SEVERABILITY.** If any provision of this Agreement will be found by a court of competent jurisdiction to be void, invalid or unenforceable, the same will either be reformed to comply with applicable law or stricken if not so conformable, so as not to affect the validity or enforceability of this Agreement.
21. **SURVIVAL.** Termination of this Agreement by either Party shall not affect the rights and obligations of the Parties accrued prior to the effective date of the termination. Any rights or

obligations set forth herein which of their nature are intended to extend beyond the term of this Agreement shall survive the expiration or termination, including without limitation the sections titled Confidential Information, Ownership and Intellectual Property Rights, Warranty Disclaimer, and Indemnification.

22. **COUNTERPARTS.** This Agreement may be executed in any number of counterparts or, through the exchange by facsimile or other electronic means of duly-signed duplicates hereof, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

-- SIGNATURES FOUND ON NEXT PAGE --


By signature below of duplicate originals, Sponsor and UCRI hereby agree to this Agreement as of the Effective Date.

SPONSOR	
Signed:	
By:	Richard Egan
Title:	County Administrative Officer
Date:	4/19/22

**UNIVERSITY OF CINCINNATI
RESEARCH INSTITUTE**

Signed:	_____
By:	Pankhuri Hatfield
Title:	Director, Contracts and Compliance
Date:	4/19/22

Approved as to Form


APR 13 2022

Lassen County Counsel

Exhibit A

STATEMENT OF WORK

The University of Cincinnati Research Institute (UCRI) through its authorized subcontractor, the University of Cincinnati Corrections Institute (UCCI), will provide:

- One (1), 2-day training for up to 30 staff on the Ohio Risk Assessment System (ORAS) for a fixed amount of \$7,500. Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment and administrative costs.
- One (1) virtual ORAS training-of-trainers session across 10 half-days per training event or up to 6 staff with 1 UCCI trainer at a cost of \$11,500. Costs are inclusive of salaries/benefits, travel accommodations/expenses, training material production/shipment for trainers only to a central location for Sponsor dissemination to staff and administrative costs.

Please note that participation in a training-of-trainers session does not guarantee certification. To be eligible to participate in the trainer session, Sponsor staff must have 1) attended and participated in an ORAS end-user training (in-person or virtual) as conducted by a UCCI certified ORAS trainer; and 2) prior to the training, participants must have completed at least 15 ORAS assessments. Additionally, individual trainers in training will be required to sign a Memorandum of Understanding with UC agreeing to provisional terms as an Agency Trainer (Exhibit B).

For the end user observation training, it will be the responsibility of the Sponsor to (1) register/track participants for the live end user training, and (2) 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.

The total amount on the contract is \$19,000.

PAYMENT SCHEDULE

	Cost	Payment Schedule
At Execution of Contract		\$9,500
Following ORAS end user	\$7,500	\$3,750
Following ORAS ToT	\$11,500	\$5,750
TOTAL	\$19,000	\$19,000

Exhibit B

UNIVERSITY OF CINCINNATI (UC) OHIO RISK ASSESSMENT SYSTEM (ORAS) TRAINING-OF-TRAINERS (TOT) MEMORANDUM OF UNDERSTANDING

Under this Agreement, _____ (PRINT AGENCY TRAINER
NAME), from _____ (PRINT AGENCY NAME), I
consent to the following:

- (a) I acknowledge and understand UC's *Ohio Risk Assessment System* (ORAS) Train-of-trainer protocol as outlined in the attached description.
- (b) I forfeit all rights to train UC's *Ohio Risk Assessment System* (ORAS) material upon termination of employment with the contracting agency, full-time, part-time or contractual, unless specific permission is granted by the University of Cincinnati Corrections Institute (UCCI).
- (c) I will not train UC's *Ohio Risk Assessment System* (ORAS) outside of my employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by the University of Cincinnati Corrections Institute (UCCI).
- (d) Upon completion of each training session, I will submit the names/titles/email addresses of all trainees who completed the full end user training (if applicable, identifying pass/fail status of certification exam) to the University of Cincinnati Corrections Institute (UCCI) via email at corrections.institute@uc.edu.
- (e) I recognize that the University of Cincinnati holds ownership and copyright of UC's *Ohio Risk Assessment System* (ORAS) curriculum, and as such I will abide by all copyright laws and restrictions as outlined by the curriculum.

Trainee

Date

University of Cincinnati Representative

Date

Ohio Risk Assessment System (ORAS) Training-of-Trainers Protocol

The University of Cincinnati Corrections Institute (UCCI) offers a Training of Trainers (TOT) process for the *Ohio Risk Assessment System (ORAS)*. As such, agencies and organizations can develop internal capacity and sustain long-term use of ORAS within the provision of services. A description of the TOT process, the staff selection and certification criteria, and costs are outlined below.

General Description of Training-of-Trainers

The ORAS ToT is a 5-day training or a 10 half-day synchronous virtual training that prepares staff previously trained in CCP to train other staff. UCCI-approved Master Trainers provide the ToT training. The maximum number of ToT training participants is 6 individuals for each master trainer.

The training covers ORAS training logistics, content and strategies. It also provides the opportunity for each participant to practice delivering training via a live end-user session. The full training is designed to allow the participant to demonstrate the essential ORAS trainer lessons, during which Master Trainers measure participant ability to deliver the training. At the end of the TOT training, participants will be administered a written examination. The exam tests on specific training content learned throughout the training, as well as the trainer's knowledge of ORAS and its application.

ToT Selection Criteria

To be eligible for this training, staff must have:

- 1) Attended and participated in an ORAS end-user training (either in-person or virtual) as conducted by a UCCI certified ORAS trainer; and
- 2) Prior to the training, participants must have completed at least 15 ORAS assessments.

ToT Participant Selection Guidelines

In addition to attending the initial end user ORAS training individuals selected to attend ToT training should:

- 1) Possess skill and comfort with public speaking, preferably with experience conducting trainings;¹
- 2) Demonstrate a thorough understanding of the assessment;
- 3) Value the use of the assessment;
- 4) Have a flexible schedule that allows for training time, supported by your organization;
- 5) Be a reliable and long-term employee within your agency; and
- 6) Express interest and enthusiasm in becoming a trainer.

ToT Participant Certification

Based upon training participation, training ratings and written examination scores, ToT participants will be classified into one of three categories: 1) Certified Lead Trainer; 2) Co-Trainer; or 3) Uncertified.

Upon receiving notification by UCCI that the trainee has acceptable scores on teach-backs and the exam, Certified Trainers may begin training ORAS within their agency. If a participant does not meet the expectations needed to be certified, the individual may be classified as a Co-Trainer. These individuals require additional practice delivering the material or learning the key concepts and must co-train with a

¹ The ToT will focus on the content of the training rather than teaching general skills in effective training or adult learning.

Certified Trainer until deemed appropriate for certification by the Master Trainer and approved by UCCI (process and pricing to be determined on an individual basis).

Uncertified participants are individuals who are unable to successfully complete the training requirements. Cases are rare when an individual is appropriately selected for the training and then does not demonstrate the necessary skills for certification. However, if the Master Trainer, via objective evidence, determines a participant is unable to demonstrate the necessary trainer skills needed, the person will not be certified.

To be certified as either a Certified Lead Trainer or a Co-Trainer, ToT participants must:

- 1) Attend the entire in person ToT Training (3-days in class with a UCCI Master Trainer and 2-days delivering the live end-user training under the observation of UCCI Master Trainer) or virtual ToT Training (6 half-days in virtual class with a UCCI Master Trainer and 4 half-days delivering the virtual live end-user training under the observation of UCCI Master Trainer)²
- 2) Fully participate in the in person or virtual training-of-trainers process;
- 3) Pass the written examination; and
- 4) Receive an acceptable rating score from the UCCI Master Trainer on their ability to effectively deliver the training material.

ToT Training Agreement and MOU

Individuals certified as Trainers on this program are only permitted to train within the scope of their employment with the contracting agency. Individuals are not permitted to train outside of their employment or current relationship with the contracting agency, as an independent contractor or consultant, either for profit, or in any way that competes with the training offered by UCCI. Any exceptions to this must be granted by UCCI. Request for special permission may be submitted to corrections.institute@uc.edu. If a certified trainer is no longer with the contracting agency, they forfeit all rights to train the material unless specific permission is granted by UCCI. All trainers are required to sign the MOU (first page of this document) at the time of the training which outlines these restrictions. If participants do not sign the agreement, they will not be certified.

² The agency is responsible for organizing the live end-user training and responsible for providing the training materials needed for the live end-user portion. UCCI will supply electronic versions of the material along with assembly instructions for the manuals.