

NAPA COUNTY AGREEMENT NO. 270019B

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into in Napa County, California, this 1st day of July, 2026, (“Effective Date”) by and between Napa County, a political subdivision of the State of California, hereinafter referred to as “County,” and UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE, a 501(c)(3) non-profit Ohio Corporation, whose address is PO Box 19614, Cincinnati, OH, 45221, hereinafter referred to as “Consultant.”

RECITALS

- A. County wishes to obtain professional services in order to provide training and technical assistance of evidence-based practices.
- B. Consultant was selected to provide professional services without a competitive process due to exigent circumstances of continuity of services commenced during fiscal year 2023-2024 through 2025-2026.
- C. For good and valuable consideration, the sufficiency of which is acknowledged, County and Consultant agree as follows:

AGREEMENT

ARTICLE I – SCOPE OF SERVICES

1.1 Scope of Services. Consultant shall provide professional services to County as described in Exhibit A to this Agreement, and in accordance with the Contract Documents. The Contract Documents consist of this Agreement and its Exhibits, the Request for Proposals or Qualifications issued by County (if any), and Consultant’s proposal or statement of qualifications.

1.2 Schedule. Consultant shall perform and complete the scope of services in accordance with the schedule set forth in Exhibit A. Consultant shall further perform the scope of services in compliance with any interim milestones or deadlines, as may be set forth in Exhibit A.

1.3 Standard of Care. Consultant represents that the professional services rendered under this Agreement shall be performed in accordance with the standards customarily adhered to by an experienced and competent professional using the degree of care and skill ordinarily exercised by reputable professionals practicing in the same field of service in the State of California. Consultant shall correct any professional services falling below this standard at its sole cost and expense, if notified by County within one year after completion of such services. This remedy is in addition to any other remedies that may be available to County in law or equity.

1.4 Correction of Deficient Services. Consultant shall take reasonable steps to commence correction of any services that fail to meet the standard of care within seven days of receipt of written notice from County unless otherwise agreed by the parties. If Consultant fails to commence such steps within the seven day or other agreed-upon period, County may, in addition to any other remedies provided under the Contract Documents, commence correction of such services without further written notice to Consultant. If County takes such corrective action, Consultant shall be responsible for all reasonable costs incurred by County in performing such correction, including but not limited to the cost of County staff time and the amount paid to another consultant to correct the deficient services.

1.5 Other Remedies. This Article applies only to Consultant's obligation to correct services that do not meet the standard of care and is not intended to constitute a period of limitations or waiver of any other rights or remedies County may have regarding the Consultant's other obligations under the Contract Documents or federal or state law.

1.6 Key Personnel. Key personnel identified in Consultant's proposal or statement of qualifications shall be the individuals who will actually perform the services. Changes in key personnel must be reported by Consultant in writing and approved by County.

1.7 Government Code Section 7550. Every document or report prepared by Consultant for or under the direction of County pursuant to this Agreement shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the document or written report if the total cost for the work performed by nonemployees of County exceeds five thousand dollars (\$5,000). The contract and subcontract numbers and dollar amounts shall be contained in a separate section of the document or written report. If multiple documents or written reports are the subject or product of this Agreement, the disclosure section may also contain a statement indicating that the total contract amount represents compensation for multiple documents or written reports.

ARTICLE II – DURATION OF AGREEMENT

2.1 Term of the Agreement. The term of this Agreement shall begin on the Effective Date entered on page 1 of this Agreement. This Agreement shall expire on June 30, 2028, unless terminated earlier in accordance with this Article.

2.2 Suspension for Convenience. County may suspend all or any portion of Consultant's performance under this Agreement at its sole option and for its convenience at no cost for a period of time not to exceed 60 days. County must give 10 days prior written notice to Consultant of such suspension. County may rescind the suspension prior to or at 60 days by providing Consultant with written notice of the rescission, at which time Consultant will be required to resume performance in compliance with the terms and provisions of this Agreement.

2.3 Termination for Convenience. County may terminate all or any portion of this Agreement at its sole option and for its convenience, by giving 30 days prior written notice of such termination to Consultant. The termination of the Agreement shall be effective 30 days after receipt of the notice by Consultant. After receipt of notice of termination of all or any portion of the Agreement, Consultant shall immediately discontinue all affected performance (unless the notice directs otherwise) and complete any additional work necessary for the orderly filing of documents and closing of Consultant's affected performance under the Agreement. Consultant shall deliver to County all data, drawings, specifications, reports, estimates, summaries, and such other information and materials created or received by Consultant in performing this Agreement, whether completed or unfinished. Notwithstanding the foregoing, Contractor retains sole ownership and intellectual property rights in any and all materials owned or developed by Contractor prior to the effective date of this Agreement and in any developments to its Background IP that are not specific or unique to County. Consultant may keep copies for its own records. County shall pay Consultant for services satisfactorily provided before the effective date of termination, and reasonable costs incurred by Consultant in providing County with the data and documents required by this paragraph. Consultant shall not be compensated for lost or anticipated profit or overhead on the terminated portion of this Agreement.

2.4 Termination for Cause. County may terminate this Agreement for default if Consultant fails to satisfactorily perform any material obligation required by this Agreement. Default includes Consultant's failure to timely provide services in accordance with the schedule. If Consultant fails to satisfactorily cure a default within 10 days of receiving written notice from County specifying the nature of the default, County may immediately terminate this Agreement, and terminate each and every right of Consultant, and any person claiming any rights by or through Consultant under this Agreement. The rights and remedies of County enumerated in this paragraph are in addition to and independent of County's rights under any other provision of this Agreement and any right or remedy available to County at law or in equity.

2.4.1 Absence of Default. If after County gives notice of termination for cause, it is determined that Consultant was not in default of a material obligation of this Agreement, the termination shall be deemed to be a termination for the convenience of County under paragraph 2.3.

2.5 Purchasing Agent's Authority. The County Purchasing Agent or their designee is hereby authorized to make all decisions and take all actions required under this Article to suspend or terminate this Agreement.

ARTICLE III – COMPENSATION

3.1 Amount of Compensation. County shall pay Consultant for satisfactory performance of the scope of services, as follows:

3.1.1 Rates. County shall pay Consultant at the unit prices set forth in Exhibit B.

3.1.2 Expenses. Travel or other expenses will only be reimbursed by County if such expenses are specifically identified in Exhibit B. Any travel expenses must comply with the Napa County Travel Policy found in the Napa County Policy Manual, Part I, Section 43, regardless of anything to the contrary in Exhibit B.

3.1.3 Maximum Amount. Notwithstanding paragraphs 3.1.1 and 3.1.2, the maximum payments under this Agreement shall not exceed a total of ONE HUNDRED TWENTY FOUR THOUSAND DOLLARS (\$124,000); provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually provided and reimbursable expenses actually incurred.

3.2 Payment Process. Consultant may submit one invoice per calendar month, in arrears for services provided, to the PROBATION ADMINISTRATION MANAGER who will review the invoice to confirm its contents match the services provided during the period covered by the invoice. If approved, the invoice will be forwarded to the Napa County Auditor no later than 15 days following receipt of the invoice.

3.2.1 Content of Invoices. Invoices shall be in a form acceptable to the Napa County Auditor and include Consultant's name, address, Social Security or Taxpayer Identification Number, and the Napa County Agreement number. If this Agreement provides for payment based on unit prices or tasks completed, invoices shall include itemization of the hours worked, descriptions of the tasks completed during the billing period, the names and positions of person(s) performing the services, and the hourly or task rates. If the Agreement or Exhibit B provides for a fixed or lump sum price and Consultant presents monthly invoices, each invoice must indicate the percentage of work completed (e.g., 50% of design or draft report) or the milestone(s) achieved in Exhibit B, which will allow Consultant to be paid the equivalent percentage of the fixed price.

3.2.2 Expenses. If the Agreement provides for reimbursement of expenses, invoices shall describe the nature and cost of the expense, and the date incurred. Receipts must be included with the invoice.

3.3 Annual Appropriation of Funds. Consultant acknowledges that the term of this Agreement may extend over multiple County fiscal years, and that compensation under this Agreement is contingent on the Board of Supervisors appropriating funding for this Agreement for those fiscal years. This Agreement may be terminated at the end of the fiscal year for which sufficient funding is not appropriated and authorized. County is not obligated to pay Consultant, nor is Consultant obligated to provide further services if sufficient funds have not been appropriated and authorized by the Board of Supervisors.

ARTICLE IV – INSURANCE

4.1 Insurance. Prior to commencing the scope of services, Consultant shall obtain and maintain in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement, the insurance coverage set forth in Exhibit C.

4.2 Inclusion in Subcontracts. Consultant shall require its subconsultants and any other entity or person providing services under this Agreement to comply with the Workers Compensation and General Liability insurance requirements set forth in Exhibit C.

ARTICLE V – INDEMNIFICATION

5.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, Consultant shall defend at its own expense, indemnify, and hold harmless County and its officers, agents, employees, volunteers, and representatives from and against any and all liability, claims, actions, proceedings, losses, injuries, damages or expenses of every name, kind, and description, including litigation costs and reasonable attorney’s fees incurred in connection therewith, brought for or on account of personal injury (including death) or damage to property, arising from all acts or omissions of Consultant or its officers, agents, employees, volunteers, consultants and subconsultants in providing services under this Agreement, excluding, however, such liability, claims, actions, losses, injuries, damages or expenses to the extent arising from the active or sole negligence or willful misconduct of County. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement.

5.2 Design Professionals. To the extent Consultant is providing the services of a “design professional” as defined in California Civil Code section 2782, County acknowledges that Consultant’s obligations under paragraph 5.1 may be limited under Civil Code Section 2782.8.

5.3 Effect of Insurance. The provisions of this Article are not limited by the requirements of Article IV related to insurance.

5.4 Enforcement Costs. Consultant shall reimburse any and all costs County incurs enforcing the indemnity, hold harmless, and defense provisions set forth in this Article.

5.5 Survival. This Article shall survive termination or expiration of this Agreement and continue in effect so long as a viable claim may exist.

ARTICLE VI – MANDATORY COUNTY PROVISIONS

6.1 Compliance with County Policies. Consultant shall comply, and require its employees and subconsultants to comply, with the following policies, copies of which are available on

County's website at <https://www.countyofnapa.org/771/Purchasing> and are hereby incorporated by reference.

6.1.1 Napa County "Waste Source Reduction and Recycled Product Content Procurement Policy," which is found in the Napa County Policy Manual Part I, Section 8D.

6.1.2 Napa County "Discrimination, Harassment and Retaliation Prevention Policy," which is found in the Napa County Policy Manual Part I, Section 37K.

6.1.3 Napa County "Drug and Alcohol Policy," which is found in the Napa County Policy Manual Part I, Section 37O.

6.1.4 "Napa County Information Technology Use and Security Policy" which is found in the Napa County Policy Manual Part I, Section 31A.

6.1.5 Napa County "Workplace Violence Policy," which is found in the Napa County Policy Manual Part I, Section 37U.

6.2 Inducement of County Employees. Consultant shall not permit its officers, agents, or employees to engage in any activities during the performance of any of services under this Agreement that would interfere with compliance or induce violation of these policies by County employees or consultants.

ARTICLE VII – COMPLIANCE WITH LAWS

7.1 Compliance with Controlling Law. Consultant shall comply with all laws, ordinances, regulations, and policies of federal, California, and local governments applicable to this Agreement. Consultant shall comply immediately with all directives issued by County or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

7.2 Conflict of Interest. Consultant acknowledges that they are aware of the provisions of Government Code sections 1090, et seq., and sections 87100, et seq., relating to conflict of interest of public officers and employees. Consultant hereby covenants that it presently has no interest not disclosed to County and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of the scope of services under this Agreement. Consultant further warrants that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. Violation of this paragraph by Consultant is a material breach of this Agreement which may result in termination of the Agreement for cause.

7.3 Taxes. Consultant shall file federal and state tax returns or applicable withholding documents and pay all applicable taxes or make all required withholdings on amounts paid pursuant to this Agreement. Consultant shall be solely liable and responsible to make such withholdings and pay such taxes and other obligations including, without limitation, state and federal income and FICA taxes. Consultant shall indemnify and hold County harmless from any liability it may incur to the United States or the State of California if Consultant fails to pay or withhold, when due, all such taxes and obligations. If County is audited for compliance regarding any withholding or other applicable taxes or amounts, Consultant shall furnish County with proof of payment of taxes or withholdings on those earnings within 10 business days after notice from County.

ARTICLE VIII – DISPUTE RESOLUTION

8.1 Mandatory Non-binding Mediation. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree to attempt to settle the dispute in an amicable manner, using mandatory mediation through Judicial Arbitration and Mediation Services (JAMS) or any other neutral organization agreed to by the parties. To initiate mediation, the initiating party shall send written notice of its request for mediation to the opposing party. Mediation is mandatory before either party may initiate litigation or have recourse in a court of law.

8.2 Mediation Costs. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including required traveling and other expenses of the mediator, and the cost of any proofs or expert advice produced at the direct request of the mediator, shall be borne equally by the parties, unless they agree otherwise.

8.3 Selection of Mediator. A single mediator that is acceptable to both parties shall be used to mediate the dispute. The mediator may be selected from lists furnished by JAMS or any other agreed upon mediator. The parties shall endeavor to agree on a mediator within 10 business days, unless a longer period is mutually agreed to in writing by Consultant and County. If the parties cannot agree on a mediator, JAMS or other neutral organization shall select the mediator.

8.4 Conduct of Mediation Sessions. Mediation hearings will be conducted in an informal manner and discovery will not be allowed. The discussions, statements, or admissions will be confidential to the proceedings and will be subject to Evidence Code section 1152. The parties may agree to exchange any information they deem necessary. Both parties shall have a representative attend the mediation who is authorized to settle the dispute, though County's recommendation of settlement may be subject to the approval of the Board of Supervisors. Either party may have attorney(s), witnesses, or expert(s) present. Either party may request a list of witnesses and notification whether attorney(s) will be present.

8.5 Mediation Results. Any resultant agreements from mediation shall be documented in writing. Mediation results and documentation, by themselves, shall be "non-binding" and

inadmissible for any purpose in any legal proceeding, unless such admission into evidence is otherwise agreed to in writing by both parties. Mediators shall not be subject to any subpoena or liability, and their files and actions shall not be subject to discovery.

ARTICLE IX – GENERAL PROVISIONS

9.1 Access to Records/Retention. Consultant shall provide County with access to Consultant's records which are reasonably necessary for County to review or audit Consultant's compliance with the provisions of this Agreement. Consultant shall provide such access within 10 business days after written request by County, either by providing copies of the requested records to County or allowing County to inspect and photocopy the records at Consultant's place of business where the records are kept. Consultant shall maintain all records related to this Agreement for at least four years after expiration or termination of this Agreement.

9.2 Notices. All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval, or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY
Napa County Probation
Probation Administration Manager
212 Walnut Street
Napa, CA 94559

CONSULTANT
University of Cincinnati Research Institute
Patrick Clark, Executive Director
PO Box 19614
Cincinnati, OH 45219

9.3 Independent Contractors. Consultant and its subconsultants, if any, are independent contractors and not agents of County. Any provisions of this Agreement that may appear to give County any right to direct Consultant concerning the details of performing the scope of services, or to exercise any control over such performance, shall mean only that Consultant shall follow the direction of County concerning the end results of the performance.

9.4 Contract Interpretation. This Agreement and all Contract Documents shall be deemed to be made under, and shall be construed in accordance with and governed by, the laws of the State of California without regard to the conflicts or choice of law provisions thereof. It is the intent of the Contract Documents to completely describe the goods and services to be provided. Any work, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result shall be supplied whether or not specifically called for or identified in the Contract Documents. When words or phrases which have a well-known technical or industry or trade

meaning are used to describe work, materials, equipment, goods, or services such words or phrases shall be interpreted in accordance with that meaning unless a definition has been provided in the Contract Documents. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, the order of precedence shall be in descending order as set forth below (the document in paragraph 9.4.1 having the highest precedence). Provisions of the Contract Documents addressing the same subject which are consistent but have different degrees of specificity shall not be considered to be in conflict, and the more specific language shall control. Order of Precedence:

- 9.4.1 This Agreement.
- 9.4.2 The Exhibits to this Agreement.
- 9.4.3 The RFQ or RFP issued by County.
- 9.4.4 Consultant's proposal or statement of qualifications.

9.5 Drafting Ambiguities. The parties acknowledge that they have the right to be advised by legal counsel with respect to the negotiations, terms, and conditions of this Agreement, and the decision of whether to seek advice of legal counsel with respect to this Agreement is the sole responsibility of each party. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement.

9.6 Third Party Beneficiaries. Unless expressly set forth in this Agreement, none of the provisions of this Agreement are intended to benefit any third party not specifically referenced herein. No person other than County and Consultant shall have the right to enforce any of the provisions of this Agreement.

9.7 Force Majeure. In the event either party's performance is delayed due to causes which are outside the control of both parties and their subconsultants, contractors and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, epidemics abroad, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. The party claiming its performance is delayed must demonstrate to the reasonable satisfaction of the other party that a force majeure event is causing the delay; the mere occurrence of a force majeure event is insufficient to extend the time for performance.

9.8 Confidentiality of Services. All services performed by Consultant and any subconsultants, including but not limited to all drafts, data, information, correspondence, proposals, reports of any nature, estimates compiled or composed by Consultant, are for the sole use of County. Neither the documents nor their contents shall be released by Consultant or any subconsultant to any third party without the prior written consent of County. Contractor shall not

disclose records or other information provided by County under this Agreement to any third party, except as necessary to perform the scope of services, unless the records or information: (1) were publicly known, or otherwise known to Consultant, at the time it was disclosed to Consultant by County; (2) subsequently become publicly known through no act or omission of Consultant; or (3) otherwise become known to Consultant other than through disclosure by County.

9.9 Insolvency. Consultant shall notify County if Consultant enters into bankruptcy proceedings. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of County contract numbers and contracting offices for all County contracts against which final payment has not been made. This obligation remains in effect until final payment is made under this Agreement.

9.10 Attorney's Fees. If either party commences legal action of any kind or character to either enforce the provisions of this Agreement or to obtain damages for breach thereof, the prevailing party in such litigation shall be entitled to all costs and reasonable attorney's fees incurred in connection with such action. This paragraph does not apply to attorney's fees or costs incurred during mediation.

9.11 Venue. This Agreement is made and entered into in Napa County, California. Venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Napa. Venue for any legal action in federal court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Northern District of California.

9.12 Exhibits Incorporated. All Exhibits referenced in this Agreement are hereby incorporated into the Agreement by this reference.

9.13 County Powers. Nothing contained in this Agreement shall be construed as a limitation upon the powers of County as a subdivision of the State of California. Nothing in this Agreement shall be interpreted as limiting the rights and obligations of County in its governmental or regulatory capacity.

9.14 Survival of Obligations. All indemnifications, warranties, guarantees and other obligations that by their nature involve performance after the early termination or expiration of this Agreement or after completion and acceptance of the scope of services, shall survive the early termination or expiration of this Agreement. Such obligations include, but are not limited to, paragraphs 1.4 (Correction of Deficient Services), 9.1 (Access to Records/Retention), 9.8 (Confidentiality of Services), and Article VIII (Dispute Resolution). Obligations related to insurance or indemnity shall continue in full force and effect after the date of early termination or

expiration, but only with regard to acts or omissions that occurred during the term of the Agreement.

9.15 Severability. Should any provision of this Agreement be held invalid or illegal by a court of competent jurisdiction, such invalidity or illegality shall not invalidate the whole of this Agreement, but rather, the Agreement shall be construed as if it did not contain the invalid or illegal provision, and the rights and obligations of the parties shall be construed and enforced accordingly, except to the extent that enforcement of this Agreement without the invalidated provision would materially and adversely impact either or both parties' consideration for entering into this Agreement.

9.16 Amendment/Modification. This Agreement may be modified or amended only in writing and with the prior written consent of both parties. Failure of Consultant to secure such authorization in writing in advance of performing any extra or changed work shall constitute a waiver of any and all rights to adjustment in compensation or contract time.

9.17 No Waivers. Any failure by either party to insist upon the strict performance by the other of any obligation of this Agreement, or any failure to exercise any right or remedy for a breach of any term or condition of this Agreement, shall not constitute a waiver of any such failure to perform or breach of any term or condition. A waiver must be express and in writing. The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

9.18 No Assignments. Consultant may not assign the obligations under this Agreement, nor any monies due or to become due under this Agreement, without County's prior written approval. Any assignment in violation of this paragraph shall constitute a default and is grounds for termination of this Agreement at County's sole discretion. In no event shall any putative assignment create a contractual relationship between County and any putative assignee.

9.19 Successors in Interest. All rights and obligations created by this Agreement shall be in force and effect whether or not any parties to the Agreement have been succeeded by another entity, and all rights and obligations created by this Agreement shall be vested and binding on any party's successor in interest.

9.20 Entirety of Contract. This Agreement, including any documents expressly incorporated by reference whether or not attached hereto, constitutes the entire agreement between the parties relating to the subject of this Agreement and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, among the parties with respect to the subject matter hereof.

9.21 Electronic Signatures and Counterparts. By executing this Agreement, all parties consent and agree that any electronic signature, as defined by Civil Code section 1633.2(h),

affixed hereto shall have the full force and effect as a wet or manual signature. This Agreement may be executed in counterparts, which when taken together, shall constitute a single signed original as though all parties had executed the same page.

IN WITNESS WHEREOF, this Agreement is executed by County, acting by and through the Chair of the Board of Supervisors, and by Consultant through its duly authorized officer(s).

UNIVERSITY OF CINCINNATI RESEARCH INSTITUTE

By Patrick Clark Digitally signed by Patrick Clark
Date: 2026.07.14 13:13:57
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PATRICK CLARK, EXECUTIVE DIRECTOR

By Frank M. Gerner
FRANK M. GERNER, BOARD PRESIDENT

NAPA COUNTY, a political subdivision of
the State of California

By _____
AMBER MANFREE, Chair of the Board of
Supervisors

APPROVED AS TO FORM Office of County Counsel By: <u>Douglas Parker (via e-sign)</u> Deputy County Counsel Date: July 13, 2026	APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS Date: _____ Processed By: _____ _____ Deputy Clerk of the Board	ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors By: _____
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**EXHIBIT A
SCOPE OF SERVICES**

I. Description of Goods and/or Services

Consultant shall provide training and technical assistance of evidence-based practices to the Napa County Probation Department in accordance with Consultant's proposal dated April 17, 2026, which is hereby incorporated into this Exhibit by reference.

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SERVICE PROPOSAL

April 17, 2028

Proposal for University of Cincinnati Corrections Institute (UCCI) to provide services for Napa County Probation (Sponsor) in the form of training and technical assistance

DESCRIPTION OF SERVICES

UCCI can provide any of the following services at the discretion of Napa County Probation. Services are categorized into two buckets – (1) training and (2) technical assistance – each of which are described below. There is also an ongoing project management fee, described below.

UCCI's service approach emphasizes flexibility, sustainability, and fidelity to evidence-based practices. All training and technical assistance offerings are designed to support agency-specific goals while promoting consistent, research-supported decision-making across staff, programs, and service settings. This agreement is intended to provide continuity of support while allowing flexibility to evolve services as Napa County Probation's priorities, initiatives, and implementation needs change throughout the contract term.

TRAINING

Napa County Probation may select from any available UCCI trainings throughout the term of the agreement based on identified agency needs, implementation priorities, and staff development goals.

All trainings provided by UCCI are grounded in decades of correctional research, including the Principles of Effective Intervention, and are designed to support agencies in implementing practices shown to improve individual and system outcomes, including recidivism reduction.

UCCI trainings are categorized into five different groupings. Most training offerings include both end-user options and training-of-trainer options, and all trainings may be delivered in-person or virtually. For many products, there are also the options of booster and refresher trainings.

UCCI trainings emphasize active, applied learning methods shown to support skill development and behavior change. Training delivery typically includes a combination of didactic instruction, modeling of strategies, guided practice, structured feedback, and opportunities for reflection and discussion. Trainings are designed to build staff confidence and competence by linking research to real-world application, with an emphasis on practicing skills in ways that translate directly to daily work. When applicable, follow-up supports such as coaching, booster sessions, or refresher trainings may be incorporated to reinforce learning and support sustained implementation.

Cognitive-Behavioral Interventions – Cognitive-Behavioral Interventions (CBI) curricula developed by UCCI are evidence-based group interventions designed for justice-involved

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PO Box 210389, Cincinnati, OH 45219-0389
Email: corrections.institute@uc.edu
Web: www.uc.edu/corrections

populations and focused on reducing recidivism by addressing criminogenic needs through cognitive-behavioral strategies. Across youth and adult adaptations, CBI programs emphasize structured skill building in areas such as cognitive restructuring, emotional regulation, social skills, problem solving, and relapse prevention, while incorporating motivational enhancement techniques to support behavior change. The curricula are flexible and can be delivered as standalone interventions or integrated into broader correctional or community-based programming, using formats that allow for varying program lengths and service settings. UCCI trainings prepare staff to implement the curricula with fidelity through a combination of didactic instruction, skill practice, and applied learning grounded in the Principles of Effective Intervention, with optional training-of-trainers pathways to support long-term sustainability and internal capacity building.

- Cognitive Behavioral Interventions – Core Youth (CBI-CY) – A comprehensive cognitive-behavioral group intervention for justice-involved youth that broadly targets criminogenic needs and supports the development of cognitive, emotional, social, and coping skills using developmentally appropriate strategies.
- Cognitive Behavioral Interventions – Core Adult (CBI-CA) – A core cognitive-behavioral group intervention for justice-involved adults designed to address multiple criminogenic needs through structured skill development and application of cognitive-behavioral techniques.
- Cognitive Behavioral Interventions – Employment Adult (CBI-EA) – A cognitive-behavioral group intervention for adults that integrates employment readiness with strategies to address criminogenic thinking, substance use, and other barriers to successful workforce participation.
- Cognitive Behavioral Interventions – Foundations (CBI-F) – An introductory group intervention focused on building foundational cognitive-behavioral concepts and skills, designed to be used as a preparatory program for individuals before they move onto a longer, structured cognitive-behavioral treatment program.
- Cognitive Behavioral Interventions – Interpersonal Violence (CBI-IPV) – A targeted cognitive-behavioral group intervention designed to address patterns of interpersonal violence by focusing on cognitive restructuring, emotional regulation, and prosocial relationship skills.
- Cognitive Behavioral Interventions – Sexual Offending (CBI-SO) – A specialized cognitive-behavioral group intervention addressing criminogenic needs associated with sexual offending, emphasizing self-management strategies, cognitive restructuring, and relapse prevention.
- Cognitive Behavioral Interventions – Substance Use Adult (CBI-SUA) – A cognitive-behavioral group substance use intervention for adults that targets criminogenic substance use patterns and integrates skill building in areas such as coping, decision-making, and relapse prevention.
- Cognitive Behavioral Interventions – Substance Use Youth (CBI-SUY) – A developmentally responsive cognitive-behavioral group substance use intervention for youth that addresses risk factors associated with substance use while supporting prosocial skill development and self-regulation.

Individual Interventions – Individual interventions trainings focus on strengthening staff-client interactions by equipping justice system professionals with evidence-based communication, engagement, and behavior-change skills that can be applied in both structured and day-to-day practice. These offerings emphasize the consistent use of cognitive-behavioral and social learning strategies to improve supervision outcomes, enhance responsiveness, and reinforce prosocial behavior. Trainings address core correctional skills such as relationship building, effective use of reinforcement and disapproval, prosocial modeling, problem solving, and cognitive restructuring, while also building staff capacity to increase motivation, reduce resistance, and focus interactions on criminogenic needs. Delivered through interactive instruction, skill practice, and applied learning, these trainings are designed for use across institutional and community settings and support both immediate implementation and long-term sustainability through optional training-of-trainers pathways.

- Core Correctional Practices (CCP)
- Effective Practices in Community Supervision (EPICS)
- Motivational Interviewing (MI)

Risk Assessment and Case Planning – Risk Assessment and Case Planning trainings support the accurate identification of risk, criminogenic need, and responsiveness factors and the translation of assessment results into effective, individualized case plans that guide supervision and service delivery. These offerings emphasize the use of structured, validated assessment systems for both adult and youth populations, including tools designed for use at multiple decision points across the justice continuum. Trainings prepare staff to competently administer and score assessments, conduct assessment interviews, and apply findings to assessment-driven case planning grounded in the principles of effective classification and intervention. Through a combination of didactic instruction, hands-on practice, and applied case exercises, these trainings promote consistency, fidelity, and evidence-based decision-making across criminal and juvenile justice settings and offer optional training-of-trainers pathways to support long-term sustainability and internal capacity building.

- Case Planning (CP)
- Level of Service Case/Management Inventory (LS/CMI)
- Level of Service Inventory – Revised (LSI-R)
- Ohio Risk Assessment System (ORAS)
- Ohio Youth Assessment System (OYAS)
- Youth Level of Service/Case Management Inventory (YLS/CMI)

Fidelity – Fidelity trainings focus on strengthening the agency's capacity to deliver evidence-based interventions with consistency and quality by monitoring practice, assessing adherence, and supporting continuous improvement. These offerings emphasize the principle that how services are delivered is as important as what services are delivered, and they equip agencies with practical tools to observe practice, provide feedback, and reinforce skillful implementation over time. These fidelity trainings support consistent implementation, skill reinforcement, and continuous learning at both the staff and organizational levels.

- Continuous Quality Improvement (CQI)
- Group Observation Training (GOT)

What Works – What Works trainings provide a foundational understanding of evidence-based practices in corrections by synthesizing decades of research on strategies shown to reduce recidivism. These offerings introduce staff and stakeholders to the principles that guide effective correctional programming, including the characteristics of effective programs, the Risk-Need-Responsivity framework, core elements of cognitive-behavioral interventions, and an examination of practices that do and do not lead to positive outcomes. What Works content is designed to support shared understanding, consistent language, and system-wide alignment across roles and disciplines.

What Works content may be delivered in multiple formats based on agency needs. UCCI offers a stand-alone “What Works in Changing Offender Behavior” presentation suitable for large audiences or project kick-off efforts, as well as a broader series of self-paced e-learning modules that allow staff to engage more deeply with specific topics related to evidence-based practice. The e-learning series includes a foundational What Works module and a flexible menu of additional modules addressing key concepts such as assessment and classification, responsivity, case planning, cognitive-behavioral interventions, Core Correctional Practices, program implementation, and staff effectiveness. Specific e-learning modules may be selected based on agency priorities and implementation needs. Together, these options allow agencies to scale learning across the organization while reinforcing a common evidence-based framework.

- What Works in Changing Offender Behavior (presentation)
- What Works E-Learning Modules

TECHNICAL ASSISTANCE

Napa County Probation may request technical assistance across a range of areas, including coaching, assessment-driven case plan design and implementation, performance measurement, continuous quality improvement (CQI), quality assurance (QA), onsite support and feedback, and other supports related to the use and implementation of evidence-based practices. Technical assistance is intended to complement training by supporting implementation, problem-solving, and continuous improvement over time. Services may include planning support, consultation and coaching, review of agency policies or materials, observation, feedback and data-informed recommendations, participation in virtual or in-person meetings, and other assistance aligned with agency goals. Technical assistance will be available throughout the life of the project and may be delivered in-person or virtually.

TOTAL PROJECT INVESTMENT

This investment provides comprehensive project leadership and technical assistance to support successful delivery and sustained alignment with Napa County Probation’s priorities. It includes dedicated project governance through an assigned Project Director; flexible, on demand offsite expertise; and coordinated, high-impact onsite technical assistance and training. Services are delivered within the framework of UCCI’s established partnership and pricing guide (Appendix A), with all rates fully inclusive of professional expertise, staff effort, travel, training materials, and administrative support. The project management fee is a recurring monthly charge that applies each month regardless of other service delivery. Training and technical assistance investments apply only during periods of active service delivery and are incurred as services are requested and provided.

Invoicing will occur monthly, with the **total investment not to exceed \$124,000**, ensuring fiscal transparency, accountability, and value-driven outcomes.

INVESTMENT DETAILS

This investment supports successful project delivery through three integrated components:

1. Project Leadership & Governance

UCCI will provide a dedicated Project Director to serve as the County's primary point of contact and accountable lead for project success. The Project Director will establish a clear understanding of project expectations, timelines, budget parameters, and goals at initiation, and will provide continuous oversight throughout the engagement. This includes monitoring progress against timelines and deliverables, responding promptly to questions or challenges, and offering recommendations to support informed decision-making and achievement of project objectives.

Investment level: \$625 per project month.

2. Training

UCCI shall deliver training services to the County in either an in-person or virtual format on dates mutually agreed upon by both parties. Training delivery shall be planned and executed through coordinated efforts among the Project Director, designated County representatives, and the UCCI Business Team to ensure consistency, quality, and continuity of service. A minimum of six (6) weeks' advance notice is required for all training engagements to allow adequate time for scheduling, logistical coordination, and preparation of materials. Cancellations made fewer than thirty (30) calendar days prior to the scheduled training date may be subject to applicable fees to recover costs already incurred.

Investment level: Applied per the pricing guide included in Appendix A.

3. Targeted Technical Assistance

UCCI shall provide targeted technical assistance aligned with the scope described above to support Napa County Probation's evolving needs and implementation priorities. This assistance is intended to complement training efforts by supporting implementation, problem-solving, and continuous quality improvement related to evidence-based practices. Technical assistance may include consultation and coaching, review of agency policies or materials, observation and feedback, participation in virtual or in-person meetings, implementation planning, and other supports aligned with agency goals. When appropriate, UCCI may deliver planned onsite technical assistance, including in-person coaching, observations, and facilitated meetings, to reinforce effective implementation and promote sustained progress.

Investment level: Applied per the pricing guide included in Appendix A.

This investment reflects a shared commitment to disciplined project execution, strategic alignment, and measurable results. By combining dedicated leadership, scalable technical expertise, and coordinated onsite support, UCCI will provide Napa County Probation with the structure, accountability, and capacity needed to advance priority initiatives efficiently and effectively. The

investment structure ensures transparency, fiscal stewardship, and flexibility—aligning resources directly with periods of active service delivery while maximizing impact and long-term value.

CONTRACTUAL AGREEMENT

The University of Cincinnati Corrections Institute (UCCI) agrees to provide the services described herein through a business contracting partnership with the UC Research Institute (UCRI). All contract terms and conditions are subject to the approval of both entities. UCCI shall perform all or a portion of the services as a subcontractor to UCRI and shall comply with all obligations set forth in the agreement executed by UCRI, as authorized through the University of Cincinnati.

The fees included in this proposal are valid for one hundred twenty (120) days from the date of this document. If a fully executed agreement is not completed within this period, UCCI reserves the right to withdraw the proposal and submit a revised proposal with updated pricing. Upon initiation of the contracting process, agencies should anticipate a period of approximately thirty (30) to ninety (90) days to reach a fully executed agreement, after which services will be scheduled. Delays in initiating or completing the contract may require adjustments to the proposed timeline. For agreements with a term of twenty-four (24) months or longer, UCCI may periodically review and reasonably adjust pricing to reflect current cost trends.

Scheduled virtual TA, such as coaching sessions or workgroup meetings, must be cancelled greater than 24 hours in advance of the scheduled session. Any virtual TA session that is cancelled within 24 hours of its start time will be charged \$125. A no call, no show at the time of the virtual TA session will result in a cancellation fee flat rate of \$250.

EXHIBIT B
COMPENSATION AND FEE SCHEDULE

County will pay Consultant in accordance with the fee schedule set forth in Consultant's proposal dated April 17, 2026, which is hereby incorporated into this Exhibit by reference.

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APPENDIX A

UCCI Pricing Guide

TRAINING	TRAINING							
	Cognitive-Behavioral Interventions							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	CBI-Core Adult (CBI-CA)	8 sessions	8	\$10,250	4 days	9/18	\$13,500	\$23,000
	CBI-Core Youth (CBI-CY)	8 sessions	8	\$10,250	4 days	9/18	\$13,500	\$23,000
	CBI-Interpersonal Violence (CBI-IPV)	8 sessions	8	\$10,250	4 days	9/18	\$13,500	\$23,000
	CBI-Sexual Offending (CBI-SO)	8 sessions	8	\$10,250	4 days	9/18	\$13,500	\$23,000
	CBI-Substance Use Adult (CBI-SUA)	8 sessions	8	\$10,250	4 days	9/18	\$13,500	\$23,000
	CBI-Employment Adult (CBI-EA)	5 sessions	8	\$8,000	3 days	9/18	\$10,750	\$19,750
	CBI-Substance Use Youth (CBI-SUY)	5 sessions	8	\$8,000	3 days	9/18	\$10,750	\$19,750
TRAINING	Individual Interventions							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	CCP	4 sessions	15	\$6,000	2 days	15/30	\$8,500	\$16,000
	CCP Coaches	5 sessions	12	\$8,000	3 days	12	\$10,500	
	CCP ToT	10 sessions	6	\$12,000	5 days	6/12	\$15,000	\$25,750
	EPICS training/coaching	5 sessions	15	\$16,000	3 days	30	\$19,500	\$34,750
	EPICS Booster	2 sessions	15	\$4,000	1 day	30	\$6,500	
	EPICS Booster	4 sessions	15	\$6,500	2 days	30	\$8,000	
	EPICS ToT	10 sessions	5	\$20,000	5 days	5/10	\$25,750	\$37,750
	MI	4 sessions	12	\$6,000	2 days	12/24	\$8,500	\$16,000
TRAINING	Risk Assessment and Case Planning							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	Case Planning	4 sessions	15	\$6,000	2 days	30	\$9,000	
	CP ToT	10 sessions	6	\$12,000	5 days	6/12	\$16,000	\$25,750
	LS/CMi*	5 sessions	15	\$9,000	3 days	30	\$13,500	
	LS/CMi Booster	2 sessions	15	\$4,500	1 day	30	\$6,500	
	LSI-R* or YLS/CMi*	4 sessions	15	\$7,250	2 days	30	\$9,500	
	LSI-R or YLS/CMi Booster	2 sessions	15	\$4,500	1 day	30	\$6,500	
	LSI-R/CP or YLS/CMi/CP*	5 sessions	15	\$9,000	3 days	30	\$13,000	
	LSI-R or YLS/CMi ToT*	10 sessions	6	\$12,000	5 days	6/12	\$16,250	\$25,500
TRAINING	Risk Assessment and Case Planning							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	LSI-R/CP or YLS/CMi/CP ToT*	15 sessions	6	\$17,500	8 days	6/12	\$23,000	\$42,000
	ORAS	4 sessions	15	\$7,000	2 days	30	\$10,500	
	ORAS Booster	2 sessions	15	\$4,500	1 day	30	\$7,500	
	ORAS/CP	5 sessions	15	\$9,000	3 days	30	\$13,500	
	ORAS ToT	10 sessions	6	\$12,000	5 days	6/12	\$16,250	\$25,500
	ORAS/CP ToT	15 sessions	6	\$17,500	8 days	6/12	\$23,000	\$42,000
	OYAS	4 sessions	15	\$7,000	2 days	30	\$10,500	
	OYAS Booster	2 sessions	15	\$4,500	1 day	30	\$7,500	
TRAINING	Risk Assessment and Case Planning							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	OYAS/CP	5 sessions	15	\$9,000	3 days	30	\$13,500	
	OYAS ToT	10 sessions	6	\$12,000	5 days	6/12	\$16,250	\$25,500
	OYAS/CP ToT	15 sessions	6	\$17,500	8 days	6/12	\$23,000	\$42,000
	* Does not include MHS materials - site must purchase separately. Recommend "complete kits" for 25 trainees (Est. cost \$250 - \$400)							
	FIDELITY TRAINING							
	Training Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainers
	CQI	5 sessions	9	\$8,000	3 days	9/18	\$10,750	\$19,750
	Group Observation Training (GOT)	4 sessions	12	\$6,000	2 days	12	\$8,500	

APPENDIX A

TECHNICAL ASSISTANCE	TECHNICAL ASSISTANCE							
	Type	Virtual	Capacity	Cost	In Person	Capacity	1 Trainer	2 Trainer
	ON-SITE							
	E-Learning Module	Per Person		\$150		agency	\$5,000	
	EBP Presentation	1 session	15	\$1,250	1 day	unlimited	\$6,000	
	Add-On Day				1 day	TBD	\$2,500	\$3,500
	TA (1-day)	2 sessions	15	\$3,500	1 day	TBD	\$6,000	\$9,500
	TA (2-days)	4 sessions	15	\$4,500	2 days	TBD	\$7,250	\$13,500
	TA (3-days)	6 sessions	15	\$6,000	3 days	TBD	\$9,500	\$16,750
	TA (4-days)	8 sessions	15	\$7,500	4 days	TBD	\$12,500	\$20,750
	TA (5-days)	10 sessions	15	\$8,000	5 days	TBD	\$14,500	\$23,250
	OFF-SITE							
	Project Direction	Per Month	1	\$625				
	Staff Off-site TA	Per Hour	1	\$125				
	OTHER							
	- EPICS session review	2 hours	1 tape	\$85/tape				
	- Group session review	2 hours	1 tape	\$200/tape				
	- Risk Assessment review	2 hours	1 tape	\$200/tape				
	- Consultation	1 hour	TBD	\$125/hour				
	- Video Call	3-hours	TBD	\$500				

EXHIBIT C

INSURANCE REQUIREMENTS

C.1 Workers Compensation Insurance. To the extent required by law during the term of this Agreement, Consultant shall provide workers compensation insurance for the performance of any of Consultant's duties under this Agreement as required by the State of California with statutory limits, and employer's liability insurance with a limit of no less than TWO MILLION DOLLARS (\$2,000,000) per accident for bodily injury or disease, all with a waiver of subrogation. Consultant shall provide County with certification of all such coverages upon request by County's Risk Manager.

C.2 Liability Insurance. Consultant shall obtain and maintain in full force and effect during the term of this Agreement the following occurrence-based liability insurance coverages, issued by a company admitted to do business in California and having an A.M. Best rating of A:VII or better, or equivalent self-insurance:

C.2.1 General Liability. Commercial general liability (CGL) insurance coverage (personal injury and property damage) of not less than TWO MILLION DOLLARS (\$2,000,000) combined single limit per occurrence, covering liability or claims for any personal injury, including death, to any person and/or damage to the property of any person arising from the acts or omissions of Consultant or any officer, agent, or employee of Consultant under this Agreement. If the coverage includes an aggregate limit, the aggregate limit shall be no less than twice the per occurrence limit.

C.2.2 Professional Liability/Errors and Omissions. Professional liability (or errors and omissions) insurance for all activities of Consultant arising out of or in connection with this Agreement in an amount not less than TWO MILLION DOLLARS (\$2,000,000) per claim. If the coverage includes an aggregate limit the aggregate limit shall be no less than twice the per occurrence limit.

C.2.3 Comprehensive Automobile Liability Insurance. Comprehensive automobile liability insurance (Bodily Injury and Property Damage) on owned, hired, leased and non-owned vehicles used in conjunction with Consultant's business of not less than ONE MILLION DOLLARS (\$1,000,000) combined single limit per occurrence. Coverage shall be business auto insurance coverage using Insurance Services Office (ISO) form number CA 0001 06 92 including symbol 1 (any Auto) or the exact equivalent. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the General Liability Insurance described in paragraph C.2.1, above. If Consultant or Consultant's employees, officers, or agents will use personal automobiles in any way in the performance of this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person upon request.

C.3 Certificates of Coverage. All insurance coverages referenced in paragraph C.2, above, shall be evidenced by one or more certificates of coverage or, with the consent of County's Risk Manager, demonstrated by other evidence of coverage acceptable to County's Risk Manager, which shall be filed by Consultant with the County Department administering this Agreement prior to commencement of the Scope of Services.

C.3.1 Notice of Cancellation. The certificate(s) or other evidence of coverage shall reference this Agreement by its County number or title and department; shall be kept current during the term of this Agreement; shall provide that County shall be given no less than thirty (30) days prior written notice of any non-renewal, cancellation, other termination, or material change, except that only ten (10) days prior written notice shall be required where the cause of non-renewal or cancellation is non-payment of premium.

C.3.2 Multiple Insureds. The certificate(s) shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, the coverage afforded applying as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

C.3.3 Waiver of Subrogation and Additional Insured Endorsements. For the commercial general liability insurance coverage referenced in subparagraph C.2.1 and, for the comprehensive automobile liability insurance coverage referenced in subparagraph C.2.3 where the vehicles are covered by a commercial policy rather than a personal policy, Consultant shall also file with the evidence of coverage an endorsement from the insurance provider naming Napa County, its officers, employees, agents, and volunteers as additional insureds and waiving subrogation. For the Workers Compensation insurance coverage, Consultant shall file an endorsement waiving subrogation with the evidence of coverage.

C.3.4 Additional Requirements. The certificate or other evidence of coverage shall provide that if the same policy applies to activities of Consultant not covered by this Agreement, then the limits in the applicable certificate relating to the additional insured coverage of County shall pertain only to liability for activities of Consultant under this Agreement, and that the insurance provided is primary coverage to County with respect to any insurance or self-insurance programs maintained by County. The additional insured endorsements for the general liability coverage shall use Insurance Services Office (ISO) Form No. CG 20 09 11 85 or CG 20 10 11 85, or equivalent, including (if used together) CG 2010 10 01 and CG 2037 10 01; but shall not use the following forms: CG 20 10 10 93 or 03 94.

C.4 Copies of Policies. Upon request by County's Risk Manager, Consultant shall provide or arrange for the insurer to provide within thirty (30) days of the request, certified copies of the actual insurance policies or relevant portions thereof.

C.5 Deductibles/Retentions. Any deductibles or self-insured retentions shall be declared to, and be subject to approval by County's Risk Manager, which approval shall not be denied unless the County's Risk Manager determines that the deductibles or self-insured retentions are unreasonably large in relation to compensation payable under this Agreement and the risks of liability associated with the activities required of Consultant by this Agreement. At the option of and upon request by County's Risk Manager if the Risk Manager determines that such deductibles or retentions are unreasonably high, either the insurer shall reduce or eliminate such deductibles or self-insurance retentions as respects County, its officers, employees, agents, and volunteers or Consultant shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.