

Report of Sole Source Procurement for Services

Agency Name: Juvenile Court Service

Contact Person Mary Loops

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Amount of Contract: \$45,000

Duration of Contract: April 6, 2015 to September 30, 2015

DESCRIPTION OF PROCUREMENT: Contracting with the University of Cincinnati Corrections Institute (UCCI) to provide specific training to Juvenile Court Services (JCS) in Iowa on Effective Practices In Community Supervision (EPICS).

JUSTIFICATION FOR SOLE SOURCE PROCURMENT: (Include here the explanation justifying the sole source procurement and stating why this particular vendor was selected).

1. UCCI is the one service provider who is the only one qualified or eligible or is quite obviously the most qualified or eligible to perform this service.
2. UCCI has a copyright on their materials and training.
3. UCCI is the only entity who can train JCS staff on the materials that they publish and the Juvenile Court Officers will utilize.

Traditional Officer – Offender interactions are often not effective because they are either:

- a. Too brief, to have an impact
- b. Conversations focus almost exclusively on monitoring compliance conditions (and therefore emphasize external controls on behavior rather than developing an internal rationale for pro-social behavior) or
- c. Relationship is often more confrontational and authoritarian in nature than helpful

The EPICS model is designed to use a combination of monitoring, referrals, and face-to-face interactions to provide the offenders with a sufficient "dosage" of treatment interventions, and make the best possible use of time to develop a collaborative working relationship. The EPICS model helps to translate the risk, needs and responsivity principles into practice. Community supervision officers or case managers are taught to increase dosage to higher risk offenders, stay focused on criminogenic needs, especially the thought-behavior link, and to use a social learning, cognitive behavioral approach to their interactions. The EPICS model is not intended to replace other programming and services, but rather is an attempt to more fully utilize staff as agents of change.

DESCRIBE THE RESEARCH PERFORMED OR STEPS TAKEN TO DETERMINE THAT THIS PROCUREMENT SATISFIES THE REQUIREMENT OF 11 IAC -- CHAPTER 106.7 (The description should outline how the agency concluded that this vendor satisfies the requirements of the Procedure).

In researching evidence based, community based supervision practices, the University Of Cincinnati Corrections Institute (UCCI) was found to have the EPICS model. The Chief Juvenile Court Officers requested UCCI to present an overview of the EPICS model. At that presentation the model was found to meet the needs for Juvenile Court staff. UCCI does not allow others to train or facilitate trainings on their materials.

I certify that the above-described procurement was required to be a sole source acquisition and that it satisfies the requirements of applicable law including the Procedure 11 IAC -- CHAPTER 106.



Signature of Department of Contract Authority

4-2-15

Date



Signature of AGENCY HEAD

5-2-15

Date

Decision of the Director

Approval

Denial

Second Amendment to the EPICS Conference Contract

This Amendment to Contract Number CJJP-15-EPICS-06-001 is effective as of April 6, 2015, between the Juvenile Court Services (Agency) and University of Cincinnati Research Institute (Contractor).

Section 1: Amendment to Contract Language

The Contract is amended as follows:

Revision 1. Contract Duration. The term of this contract shall be April 6, 2015, through September 30, 2015.

Revision 2. Section 1.3.1 Deliverables, Performance Measures, and Monitoring Activities is deleted and replaced as follows:

The Contractor shall provide the following:

The University of Cincinnati Corrections Institute (UCCI) will provide two (2), 3-day Effective Practices In Community Supervision (EPICS) trainings in Cedar Rapids, Iowa for Juvenile Court Services (JCS). The trainings will be held from April 27 to May 1, 2015 for up to 30 staff per session, along with five follow-up coaching sessions per training which will be completed by September 20, 2015. The cost of each EPICS package (3 day on-site training + 5 follow-up coaching sessions) is a fixed price of \$20,000; the total for two is \$40,000. This price is all inclusive of salaries, benefits, training materials and administrative costs, as well as travel expenses, meals, lodging and mileage as needed to perform the above training. Training materials for the follow-up coaching sessions include recorded sessions with JCS Clients which are then sent back to the UCCI for evaluation and feedback. The UCCI is providing electronic devices for the voice recordings and instructions on how to send those files electronically to the UCCI. These materials are budgeted in the initial 3-day training costs. Additional training materials or recorders will be at an additional cost to JCS. If JCS should reschedule the training, any additional travel fees will be the responsibility of the 6th Judicial District Juvenile Court Services.

Revision 3. Article 1.3.2.2 Agency Review Clause is deleted in its entirety.

Revision 4. Article 1.3.3.4 Submission of Invoices at the End of State Fiscal Year is hereby deleted and replaced as follows:

Claims for reimbursement of expenditures prior to and through the month of June, 2015 must be submitted no later than July 20, 2015.

Revision 5. Section 1.3.3.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$40,000.00 for the entire term of the Contract.

Revision 6. Section 1.3.3.1, Payment Table. Contract payments are amended as follows:

<u>Contract Duration</u>	<u>Payment Table</u>	<u>Amount Not to Exceed</u>
04/06/15 - 09/30/15		\$40,000.00

Revision 7. Section 1.3.3.2 Payment Methodology is hereby deleted and replaced as follows:



The total cost of this contract is \$40,000. This includes 2, 3-day trainings and 5 follow-up coaching sessions as listed in Section 1.3.1. JCS will pay Contractor \$15,000 per 3-day training after the completion of each training for a total of \$30,000. JCS will pay Contractor \$5,000 for each of the follow-up coaching sessions at the completion of each set of sessions for a total of \$10,000. JCS will not pay Contractor in excess of \$40,000.

Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, University of Cincinnati Research Institute		Agency, Juvenile Court Services	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
	4-8-2015		4-6-15
Printed Name: David R. Linger		Printed Name: Candice Bennett	
Title: President and CEO		Title: CJCO	

First Amendment to the EPICS Conference Contract

This Amendment to Contract Number CJP-15-EPICS-06-001 is effective as of March 13, 2015, between the Juvenile Court Services (Agency) and University of Cincinnati Research Institute (Contractor).

Revision 1. Section 1.3 Scope of Work. Amendment to Contract Language

The Contract is amended as follows:

Section 1.3.1 is deleted and replaced as follows:

Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall provide the following:

The University Of Cincinnati Corrections Institute (UCCI) will provide two (2), 3-day EPICS training for up to 30 staff per session, along with five follow-up coaching sessions per training plus a third set of five follow-up coaching sessions to accommodate the three judicial districts participating in the training sessions. The cost of each EPICS package (3 day on-site training + 5 months coaching) is a fixed price of \$20,000; the total for two is \$40,000, the cost to add one set of coaching sessions (5 months coaching) will be an additional \$5,000 for a total of \$45,000. This price is all inclusive of salaries, benefits, training material and administrative costs, as well as travel expenses, meals, lodging and mileage as needed to perform the above training.

Revision 2. Section 1.3.3.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to \$45,000.00 for the entire term of the Contract.

Revision 3. Section 1.3.3.1, Payment Table. Contract payments are amended as follows:

<u>Contract Duration</u>	<u>Payment Table</u>	<u>Amount Not to Exceed</u>
04/06/15 - 05/15/15		\$45,000.00

Note: continued payment for any contract extension years is contingent upon extension of the Contract.

Revision 4. Section 1.3.3.2 is deleted and replaced as follows: Payment Methodology. The total cost of this contract is \$45,000, which is inclusive of \$20,000 per training/coaching package for two trainings plus a third set of coaching sessions at a cost of \$5,000.


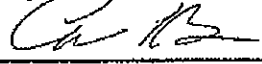
Section 2: Ratification & Authorization

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for

other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, University of Cincinnati Research Institute		Agency, Juvenile Court Services	
Signature of Authorized Representative: 	Date: 3-5-2015	Signature of Authorized Representative: 	Date: 3-9-15
Printed Name: David R. Linger		Printed Name: Candice Bennett	
Title: President and CEO		Title: CJCO	

CONTRACT DECLARATIONS AND EXECUTION

Intergovernmental Contract: Non-State Agency

RFP #	Contract #
N/A	CJJP-15-EPICS-06-001

Title of Contract
EPICS Conference


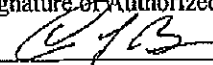
This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

Agency of the State (hereafter "Agency")	
Name/Principal Address of Agency: Juvenile Court Services 211 8th Ave SW Cedar Rapids, IA 52404	Agency Billing Contact Name / Address: Mary Loops 211 8th Ave SW Cedar Rapids, IA 52404 Phone: (319) 398-3545
Agency Contract Manager (hereafter "Contract Manager") /Address ("Notice Address"): Mary Loops 211 8th Ave SW Cedar Rapids, IA 52404	Agency Contract Owner (hereafter "Contract Owner") / Address: Candice Bennett 211 8th Ave SW Cedar Rapids, IA 52404
E-Mail: mary.loops@iowacourts.gov	E-Mail: candice.bennett@iowacourts.gov
Phone: (319) 398-3545	
Contractor (hereafter "Contractor")	
Legal Name: University of Cincinnati Research Institute	Contractor's Principal Address: 51 Goodman Drive Ste 540 Cincinnati, OH 45221-0222
Tax ID #: 80 072 9066	Organized under the laws of: N/A
Contractor's Contract Manager Name/Address ("Notice Address"): David Linger 54 Goodman Dr Ste 540 Cincinnati, OH 45221-0222	Contractor's Billing Contact Name/Address: Stephanie Schneider Chris Solomon 54 Goodman Ave Ste 540 Cincinnati, OH 45221-0222 Phone: (513) 558-5585
Phone: (513) 558-5585	
E-Mail: david.linger@ucrri.org	

Contract Information	
Start Date: 04/06/15	End Date of Contract: 05/15/15
Possible Extension(s): N/A	
Contractor a Business Associate? No	Contract Warranty Period (hereafter "Warranty Period"): The term of this Contract, including any extensions.
Contract Include Sharing SSA Data? No	Contract Payments include Federal Funds? No
Contractor subject to Iowa Code Chapter 8F? N/A	Contract Contingent on Approval of Another Agency: No
Contractor a Qualified Service Organization? No	

Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the attached General Terms for Services Contracts, Special Terms, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

Contractor, University of Cincinnati Research Institute		Agency, Juvenile Court Services	
Signature of Authorized Representative: 	Date: 02/02/2015 2-3-2015	Signature of Authorized Representative: 	Date: 01/25/2015
Printed Name: David R. Linger		Printed Name: Candice Bennett	
Title: President and CEO		Title: CJCO	

SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions.

N/A.

1.2 Contract Purpose.

EPICS conference.

1.3 Scope of Work.

1.3.1 Deliverables, Performance Measures, and Monitoring Activities.

The Contractor shall provide the following:

The University Of Cincinnati Corrections Institute (UCCI) will provide two (2), 3-day EPICS training for up to 30 staff per session, along with five follow-up coaching sessions per training. The cost of each EPICS package (3 day on-site training + 5 months coaching) is a fixed price of \$20,000; the total for two is \$40,000. This price is all inclusive of salaries, benefits, training materials and administrative costs, as well as travel expenses, meals, lodging and mileage as needed to perform the above training.

1.3.2 Monitoring, Review, and Problem Reporting.

1.3.2.1 Agency Monitoring Clause. The Contract Manager or designee will:

- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements in accordance with the monitoring activities set forth in the Deliverables, Performance Measures, and Monitoring Activities Section.

1.3.2.2 Agency Review Clause. The Contract Manager or designee may use the results of monitoring activities and other relevant data to assess the Contractor's overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review At the end of the contract period; however, reviews may occur more frequently at the Agency's discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources. Such additional data and on-site reviews are not included in the scope of this Contract and would require an additional cost that will be billed to the Agency at a rate of \$125.00 per hour for any off-site time incurred by the Contractor.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency's contract monitoring activities. Such additional review meetings are not included in the scope of this Contract and would require an additional cost that will be billed to the Agency at a rate of \$125.00 per hour for any off-site time incurred by the Contractor.

1.3.2.3 Problem Reporting. As stipulated by the Agency, the Contractor and/or Agency may provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem may provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Contract Owner has final authority to approve problem-resolution activities.

Such reports and any associated lists are not included in the scope of this Contract and would require and additional cost that will be billed by the Contractor to the Agency at a rate of \$125.00 per hour.

The Agency's acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency's inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.2.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor's performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.3 Contract Payment Clause.

1.3.3.1 Pricing. In accordance with the payment terms outlined in this section and Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated an amount not to exceed \$40,000.00 during the entire term of the Contract, which includes any extensions or renewals thereof.

Payment Table

<u>Contract Duration</u>	<u>Amount Not to Exceed</u>
04/06/15 - 05/15/15	\$40,000.00

1.3.3.2 Payment Methodology.

The total cost of this contract is \$40,000, which is inclusive of \$20,000 per training/coaching package for two trainings.

1.3.3.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted upon completion of the contracted services. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.3.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.3.5 Payment of Invoices. The Agency shall verify the Contractor's performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.3.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from

the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.A Insurance Coverage.

The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

Type of Insurance	Limit	Amount
Workers' Compensation and Employer Liability	As required by Iowa law	As Required by Iowa law

SECTION 2. GENERAL TERMS FOR SERVICES CONTRACTS

2.1 Definitions. Definitions in this section correspond with capitalized terms in the Contract.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests.

Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or **“Acceptance Testing”** mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Bid Proposal” or **“Proposal”** means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal

Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; (6) is disclosed or is required or authorized to be disclosed pursuant to law, rule, regulation, subpoena, summons, or the order of a court, lawful custodian, governmental agency or regulatory authority, or by applicable regulatory or professional standards; or (7) is disclosed by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable