

## AGREEMENT

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011 by and between Cuyahoga County, Ohio (hereinafter called the "COUNTY") on behalf of the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **The Village Network**, a corporation not-for-profit, with principal offices located at P.O. Box 518, Smithville, Ohio 44677, Federal ID # [REDACTED] (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct a **Sex Offender assessment and treatment** program and the VENDOR can provide these services from October 1, 2011 to December 31, 2012.

NOW THEREFORE, the parties hereto do mutually agree as follows:

- I. **TARGET POPULATION** - The youth referred to the project shall be males and females, ages 18 and under at the time of the adjudicated offense(s). These youth shall be residents of Cuyahoga County (hereinafter called the "YOUTH") referred by the COURT'S Probation Department. The VENDOR will accept from the COURT the YOUTH who have been COURT ordered/referred to the program, on a "no reject, no eject" basis, meaning that all YOUTH referred by the COURT to the project shall be accepted, and that all efforts will be made to maximize involvement with families and YOUTH receiving treatment.
- II. **DESCRIPTION OF SERVICES** -The VENDOR shall provide the following services:
  - A. **Referral and Intake** - The VENDOR shall engage the YOUTH and his/her family to participate in the intake process within 72 hours of the date the referral is received. If there is a problem with YOUTH or family participation (i.e., two consecutive unexcused absences) or particularly resistant behavior, then the staff will contact the Probation Officer immediately so that appropriate steps can be taken. If the VENDOR has been unable to make contact within 10 working days, the VENDOR shall notify the Probation Officer. The VENDOR will contact the COURT Probation Officer within twenty-four (24) hours of receipt of the referral the name of the primary worker assigned to the YOUTH. Referrals for assessment and treatment services are separate and distinct; the VENDOR shall not begin any treatment services unless a separate treatment referral has been received by COURT staff. In addition, the VENDOR may receive a treatment referral for a YOUTH who has had their assessment completed by another service provider. In these circumstances, the COURT will NOT pay for an additional sex offender assessment, should the treatment VENDOR decide to complete one.
  - B. **Assessment Services** – YOUTH shall receive four (4) hours of comprehensive diagnostic assessment, in conjunction with polygraph test, if warranted or COURT-ordered upon completion of intake process. The assessment tools will indicate risk and needs in the following areas: mental health status, social skills level, developmental history, personality type, risk assessment, family situation, cognitive functioning, amenability to treatment, behavioral assessments and educational skills. Assessment tools shall include, but not be limited to:
    1. *Juvenile Sexual Offender Specific Assessment tools* including: Juvenile Sex Offender

Assessment Protocol (J-SOAP-II); the Estimate or Risk of Adolescent Sexual Offense Recidivism (ERASOR); analysis of demographic variables; and use of polygraphs if warranted and/or requested by Court order.

2. *Clinical Assessment tools*, including: Global Assessment of Functioning (GAF); and Ohio Scale
3. *Assessment of YOUTH Functioning*, including; education; employment; restrictiveness of the YOUTH's living arrangement; COURT involvement; other children services involvement.
4. *Assessment of family situation*, including: Restrictiveness of Living Environment Scale (ROLES); Ansel-Casey assessment tool (for YOUTH who are reaching 18 years old and/or are need to prepare for independent living).

C. **Assessment results and Individualized Service Plan** - A written report summarizing data gathered in areas of major functioning (family, school, peers, health, legal problems, etc.), providing a problem determination, a diagnostic impression and a diagnosis, as well as recommendations for treatment will be prepared after the data has been gathered. Assessment reports shall be completed within fourteen (14) days of referral; with completed assessment information and individualized service plans (ISP) completed and forwarded to COURT staff within seven (7) days of completed assessment.

D. **Treatment services** – The VENDOR's treatment services shall utilize a Cognitive Behavioral Therapy (CBT) approach, further utilizing the Social Responsibility Therapy model (SRT) to provide sex offender treatment for YOUTH with criminogenic, mental health, and substance abuse issues. The following therapeutic options shall be utilized:

1. **Group Therapy:** Each YOUTH shall receive up to fifteen (15) hours of group therapy per week (3 hours/day, 5 days/week). Sessions will be held during after-school hours to allow for maximum participation. Each group will consists of a maximum of twelve (12) YOUTH with at least two (2) staff members conducting the sessions. One staff member will be a Master's level Licensed Independent Social Worker (LISW), and the other will be a Bachelor's level Clinician.
2. **Individual/Family Therapy:** Each YOUTH and their family will be provided with average of one (1) hour of individual and/or family therapy per week. All YOUTH referred to this program will be provided with adequate number of individual therapy sessions to ensure their readiness for participation in group therapy sessions.
3. **Case Management/ Community Support Program:** Each YOUTH may receive up to one half hour of case management services per week. Case management services shall include: assessment, care management, advocacy, linking, support, education, and crisis intervention services will be coordinated on behalf of youth. In addition, Case Managers are responsible for development and monitoring of Individual Service Plans (ISP) as well as referring YOUTH and families to other community-based services.

E. **Court and Program Staff Cooperation** - The VENDOR is expected to provide written reports to Probation Officers monthly, to inform Court staff of the YOUTH'S progress and/or concerns. YOUTH Violation of major rules of conduct will not be tolerated by the VENDOR and should be referred to the Probation Officer for appropriate sanctions.

- F. **Staffing** - The VENDOR shall provide appropriate and fully trained staff to conduct the all services. The selection and hiring policies shall meet the State requirements and shall comply with the provisions in the Ohio Revised Code. The VENDOR's staff shall have a minimum of a Bachelor's degree in human services or a related field and be licensed to provide counseling or licensed social workers. All staff conducting direct services shall be licensed and supervised according to State requirements.
- G. The VENDOR shall provide proof of licensure and malpractice insurance. The VENDOR will maintain all records and forms utilized, in adherence with State minimum standards, in accordance with Medicaid eligible services, whether or not services provided meet this eligibility.

### III. OPERATIONAL DETAILS

- A. **SERVICE SITE:** Services are typically held at the YOUTH's home, in the community or at the VENDOR's site at The Village Network, 7535 Granger Road, Valley View, Ohio 44125.

B. **CONTACT PERSON:**

For Programmatic Issues

Mike Haggerty  
The Village Network  
7535 Granger Road  
Valley View, Ohio 44125  
Phone: (330) 202-3800

Juvenile Court

Karen Lippmann  
Juvenile Court  
9300 Quincy Avenue  
Cleveland, Ohio 44106  
216-698-4791

- IV. **OBJECTIVES** - The VENDOR shall ensure that the following Objectives and Performance Indicators are met:

OBJECTIVES

1. 80% of YOUTH referred for a sex offender assessment will have their assessment and individualized service plan completed within four weeks of referral.
2. 75% of YOUTH referred for treatment services will successfully complete program.
3. 75% of parents will complete programming as identified in the individualized service plan.

PERFORMANCE INDICATORS

1. Number of referred YOUTH who have the assessment process and individualized service plan completed within four weeks of referral.
2. Number of referred YOUTH who have successfully completed the sex offender treatment program.
3. Number of parents/guardians who complete the programming as identified in the individualized service plan.

V. BUDGET - Funding for this AGREEMENT is contingent upon the availability of funds and shall not exceed \$50,000.00 for the term of the AGREEMENT.

A. Unit Rate: A per unit rate (hereinafter called the "UNIT RATE") for each YOUTH shall be paid by the COURT to the VENDOR for each YOUTH receiving assessment and/or treatment program services, as detailed in the Description of Services section. The individual unit rates, by service type, are as follows:

Assessment services - \$129.99 / hour

Individual/ family counseling - \$90.00 / hour

Group Counseling - \$39.48 / hour

Case management - \$85.32 / hour

B. Incurring Costs: The COURT shall not be responsible for any cost incurred by the VENDOR prior to commencement and subsequent to the termination of this AGREEMENT.

C. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit a paper invoice covering services rendered to the YOUTH by the VENDOR at each facility during such month (see Attachment A) and the Current Youth Population form (see Attachment B) to the COURT. All invoices shall include the VENDOR'S name, program name, address, phone, invoice number, and month on it. No invoices will be processed without an accompanying Current Youth Population form. All invoices must be signed and dated for verification by the VENDOR. Failure to comply with submission of the invoice within the ten (10) day submission rule may result in the COURT not processing the invoice for payment. Additional or corrected invoicing for services beyond the previous month must be requested separately in writing describing the reasons for the additional billing along with specific supporting documentation to substantiate the requested claim. Under no circumstance will the COURT accept or process any initial invoices received after sixty (60) days following the end of the month that the service was provided in. For example, if the service was provided within January, then the 60 day period expires on March 31.

D. Payment: The COURT shall review invoices for completeness before making payment and are subject to audit by the COURT.

VI. RETENTION OF ACCOUNTING AND REPORTING PROCEDURES - The VENDOR shall maintain and preserve all fiscal and programmatic records, books, documents and papers that pertain to the performance of this AGREEMENT. Such records shall be subject to inspection, review and audit by COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT.

VII. PROFESSIONALLY WRITTEN RECORDS - All correspondence and reports to the COURT shall be computer-generated and shall appear professional, with the VENDOR'S name, address, and contact information included.

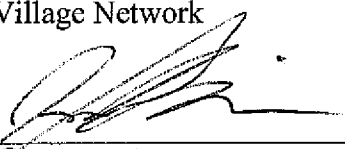
- VIII. ON SITE VISITS - The COURT and the State of Ohio shall be allowed to access, review and discuss activities and records and shall be allowed to interview individual youth, family, and/or VENDOR'S staff that are served or paid in whole or in part under this AGREEMENT.
- IX. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COURT, Cuyahoga County and any and all officers, agents or employees thereof against any and all liability, loss, damages, cost or expense for damages sustained by virtue of any act of the VENDOR, its officers or employees in the performance of the project under this AGREEMENT.
- X. INSURANCE - The VENDOR shall carry any necessary or required insurance (i.e.; public liability, property damage, worker's compensation, malpractice insurance), to insure against any and all claims which may arise out of VENDOR's operations under the terms of this AGREEMENT. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.
- XI. ANTI-DISCRIMINATION - The VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this AGREEMENT, the VENDOR shall at all times conduct its business in a manner that assures there shall be no discrimination exercised against any person because of race, color, national origin, religion, age, handicap, veteran status or any factor as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that the VENDOR shall fully comply with all appropriate Federal and State laws regarding such regulations including the Americans with Disabilities Act.
- XII. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COURT.
- XIII. CONFIDENTIALITY - The VENDOR shall comply with the provisions of the Privacy Act of 1974 and instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the COURT, its financial affairs, its relations with its citizens and its employees as well as any other information which may be specifically classified as confidential by the COURT. Client related information is highly confidential. All Federal and State regulations and statutes related to confidentiality shall be applicable to the VENDOR and it shall have an appropriate agreement with its employees to that effect.
- XIV. AMENDMENT - This AGREEMENT constitutes the entire agreement of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written agreement executed by the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COURT unless expressed in writing herein or in a duly executed amendment hereof.

- XV. **TERMINATION** - This AGREEMENT may be terminated by the COURT or the VENDOR upon thirty (30) days prior written notice to the VENDOR. Termination pursuant to this paragraph shall not affect the COURT'S obligation to pay the VENDOR pursuant to the Budget Section of this AGREEMENT for services performed and expenses incurred prior to termination.
- XVI. **SERVICE CONTINUITY** - In the event that the funding for the PROGRAM is not renewed, the VENDOR shall develop a plan for cases still receiving mediation services at the end of the AGREEMENT period and submit to the COURT.
- XVII. **STATE OF OHIO ETHICS REQUIREMENTS** - The VENDOR shall comply with the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XVIII. **CRIMINAL RECORD CHECK** - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records check for prospective employees and volunteers. The COURT shall receive, upon request, verification of police checks, reference checks and confirmation of educational requirements and licensure for all employees and volunteers assigned to this program by the contractor.
- XXI. **ELECTRONIC SIGNATURES** - By entering into this AGREEMENT, the VENDOR agrees on behalf of the contracting business entity, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring county signatures may be executed by electronic means and that the electronic signatures affixed by the COUNTY to said documents shall have the same legal effect as if the signature was manually affixed to a paper version of the document. The VENDOR also agrees on behalf of the aforementioned entities and persons to be bound by the provisions of chapters 304 and 1306 of the Ohio Revised Code as they pertain to electronic transactions, and to comply with the electronic signature policy of Cuyahoga County.

IN WITNESS WHEREOF, the COUNTY, the COURT and the VENDOR have executed this AGREEMENT as of the date first above written.

The Village Network

By:

  
JAMES T. MILLER, EXECUTIVE DIRECTOR  
Cuyahoga County Juvenile Court

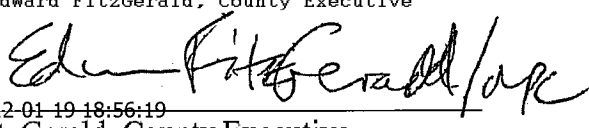
By:

 10-14-11  
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By:

  
2012-01-19 18:56:19  
Edward FitzGerald, County Executive

## ATTACHMENT A



## ATTACHMENT B



**CURRENT YOUTH POPULATION**  
**CUYAHOGA COUNTY JUVENILE COURT**  
MONTH \_\_\_\_\_ YEAR \_\_\_\_\_



AGENCY \_\_\_\_\_ PROGRAM \_\_\_\_\_

Please list all **ACTIVE** youth that received services within the month, regardless if the Court is not the primary payor. Any youth not listed here AND the invoice will be disallowed for reimbursement. This list **MUST** accompany the invoice each month. Please list youth alphabetically. Use additional sheets as necessary.

COUNT	YOUTH NAME	DATE OF BIRTH	SOCIAL SECURITY NUMBER	FIRST DATE OF SERVICE	TERMINATION DATE	TERMINATION REASON *
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CONTACT PERSON: \_\_\_\_\_

PHONE #: \_\_\_\_\_ EMAIL \_\_\_\_\_

**\* TERMINATION CODES:**

S - Successful completion  
U - Unsuccessful completion  
O - Youth moved or died