

## CONTRACT

by and between

COUNTY OF CUYAHOGA, OHIO

on behalf of

CUYAHOGA COUNTY COURT OF COMMON PLEAS /  
CUYAHOGA COUNTY CORRECTIONS PLANNING BOARD

and

CLEVELAND MUNICIPAL COURT  
for

### DOMESTIC INTERVENTION, EDUCATION & TRAINING PROGRAM (D.I.E.T.)

This Contract made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Common Pleas Court and the Cuyahoga County Corrections Planning Board (the "Court") and Cleveland Municipal Court, a local government agency, with principal offices located at 1200 Ontario Street, Cleveland, Ohio 44113, for education services for the Cleveland Municipal Court's Domestic Intervention, Education & Training program (hereinafter referred to as "D.I.E.T.") serving batterers mandated by Cleveland Municipal Court, suburban courts and Cuyahoga County Common Pleas Court to receive domestic violence education.

WHEREAS, the Cleveland Municipal Court has reviewed this contract and finds it to be consistent with its Mission Statement, Cleveland Municipal Court agrees to provide said education services, and to accept an award in the amount not to exceed \$218,360.00 in Community Corrections Act ("CCA") Grant funds for the period beginning July 1, 2011 and ending June 30, 2012, subject to the terms and conditions of this contract. The County and the Court will be held harmless for actual treatment costs in excess of that provided by this limited amount of CCA funding.

#### A. TERMS AND CONDITIONS

The Cleveland Municipal Court's D.I.E.T. shall perform the following functions with regard to this agreement, including but not limited to:

1. The program will provide sixteen (16) consecutive group education sessions to a minimum of 350 adult male misdemeanor offenders referred from Cleveland Municipal Court, suburban courts and the Court of Common Pleas annually (One session per week, two hours each session);
2. Provide voluntary Support Group services to graduates of the D.I.E.T. program for program goal reinforcement. Costs for the Support Group component are limited to one part-time facilitator, program supplies, and program incentives in the aggregate amount not-to-exceed \$2,300.00.
3. Serve as the fiscal agent for the disbursement and monitoring of funds;
4. Monitor services to assure conformity with this agreement, the rules and regulations of the Federal Government, the State of Ohio, and the County of Cuyahoga;

5. Ensure that offender records are maintained and consistent with the requirements identified in the Ohio Department of Rehabilitation and Correction Bureau of Community Sanctions Program Standards and that timely status reports are made to the Court;
6. Ensure that monthly reports of the services rendered and funds expended under the terms and conditions of this agreement are submitted no later than the tenth (10<sup>th</sup>) working day of the following month;
7. Cleveland Municipal Court shall ensure that the D.I.E.T. collects statistical and offender data as requested and makes said data readily available upon request of the Court for purposes of evaluation and required reporting to the Ohio Department of Rehabilitation and Correction;
8. Cleveland Municipal Court shall ensure that the D.I.E.T. shall submit to the Ohio Department of Rehabilitation and Correction Bureau of Community Sanction Audit protocols and make records available for said audit;
9. Cleveland Municipal Court shall ensure that the D.I.E.T. collects statistical and offender data and submits/ enters said data into the State Community Corrections Information System (CCIS) system per time frames specified in the Ohio Department of Rehabilitation and Correction Bureau of Community Sanctions Program Standards;
10. Funds granted in this agreement from the Ohio Department of Rehabilitation and Correction shall be used only for the activities specified in the program services outlined in Attachment A. fully incorporated herein by reference. The funds herein provided shall not be used to supplant funds from other sources already in place at the time of this agreement;
11. Additional revenue generated from this project may be used by Cleveland Municipal Court for CCA program purposes only and shall be reported and spent within customary accounting guidelines and procedures of the Cleveland Municipal Court and Cuyahoga County;
12. Either party may request that the project be revised whenever the approved program's operation or method of financing is materially changed. Such request must be made in writing and approved by both parties;
13. Necessary records and accounts including financial and property controls shall be maintained by Cleveland Municipal Court and made available to the Court and the Ohio Department of Rehabilitation and Correction for audit purposes, as requested;
14. All equipment purchased under this agreement shall be the property of the Court for five years from the date of purchase. At the expiration of the five-year period, with prior approval from the Ohio Department of Rehabilitation and Correction, the title to the equipment shall vest in Cleveland Municipal Court or its designated service agency;
15. The Court may converse with the D.I.E.T. staff, regarding program participants and/or client issues with an appropriate release of information. The D.I.E.T. shall adhere to confidentiality stipulations set forth in 42 CFR and the Health Insurance Portability and Accountability Act (HIPAA);

16. Cleveland Municipal Court shall ensure that no current or future employee providing direct client services is under active probation, parole, or under indictment for a felony offense;
17. Cleveland Municipal Court and its staff shall avoid compromising relationships with participants or Court staff, and shall report any impropriety, or appearance thereof, to the appropriate authority immediately;
18. In performance of this agreement, Cleveland Municipal Court shall guarantee confidentiality of County records. County records shall not be released to other agencies, except as outlined in Item 14. The service provider is fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse client records (Title 42, CFR, Part 2 and 45 CFR, HIPAA). All parties undertake to institute appropriate procedures for safeguarding all personal health information of program participants;
19. Cleveland Municipal Court shall make available, with appropriate release of information, any records relating to a participant in accordance with any of the following: a court order, a written request of the Chief Probation Officer (or his designee), and/or Pretrial Services Manager for clients who are assigned to the D.I.E.T.;
20. Cleveland Municipal Court shall cooperate with and provide any additional information as may be required by the Court and the Common Pleas Court Adult Probation Department in carrying out an ongoing evaluation of the program;
21. The CCA grant funds in this agreement will be used only for the activities specified in Attachment A.;
22. Cleveland Municipal Court shall notify the Court Administrator and/or the Chief Probation Officer (or his designee), and Pretrial Services Manager in writing whenever the services provided by the D.I.E.T. are materially revised or the approved operation or method of financing is materially changed;
23. Cleveland Municipal Court shall provide a list of staff that will provide services under this agreement. The listing shall include: staff member name, title, experience and qualifications;
24. The County and the Court will be held harmless for actual treatment costs in excess of that provided by this limited amount of CCA funding.

#### **B. METHOD OF PAYMENT**

1. All offender service contracts funded by CCA are to be performance-based. The contract shall include, but is not limited to the following: a description of the program service and cost of the service/item per agreed unit. The cost per service is as follows:

**\$40.06 per unit of service (a unit is equal to a two-hour education session per offender)**

**An itemized invoice for the Support Group services (section A. Item 2) is necessary for grant reimbursement consideration.**

2. Payment shall be made upon receipt of a monthly invoice sent no later than the 10th working day of the following month. All Invoices for services provided during fiscal year 2012 must be received no later than July 15, 2011 and paid to Cleveland Municipal Court no later than August 30, 2012. Invoices for services shall include offender name, date of education service, and name of facilitator.

**Fiscal reports shall be submitted to:**

Pat Mingee, Fiscal Officer  
Cuyahoga County Corrections Planning Board  
1276 West Third Street, Suite 700  
Cleveland, Ohio 44113-1604

3. Monthly program statistics shall be submitted no later than the 10th working day of the following month and shall include information regarding the number of individuals referred, number of individuals admitted to the program, demographic information regarding offenders, and successful and unsuccessful termination information. Monthly program reports shall include: 1. Offender name, 2. Date of service, 3. Type and unit of services provided, 4. Costs per unit of service, 5. Termination information (successful/unsuccessful/other).

**Monthly statistic reports shall be submitted to:**

Maria Nemec  
Corrections Planning Board  
1276 West Third Street, Suite 700  
Cleveland, OH 44113

**C. INDEMNIFICATION**

Cleveland Municipal Court agrees to protect, defend, indemnify and hold the Court, the County, their officers, employees and agents, free, clear and harmless from and against any and all losses, penalties, damages, settlements, costs or liabilities of every kind and nature arising out of or in connection with any acts or omissions of the Cleveland Municipal Court, negligent or otherwise, and its employees officers, agents, or independent contractors. Cleveland Municipal Court agrees to pay all damages, costs and expenses of the Court, the County, their officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

**D. CONTRACT TERM**

The term of this contract shall commence July 1, 2011 and continue through June 30, 2012. The Court, through the County's contract amendment process, shall have the option to extend the contract term for up to three (3) additional years for a maximum of four (4) total contract years with a mutually agreed upon written contract amendment(s). Time period extension dates will be determined by the Court based on need and continued funding. The Cleveland Municipal Court will be given written notice of the intent to extend the contract term with a thirty (30) calendar day advance written notice. All other terms and conditions will remain the same.

**E. TERMINATION**

Either party may terminate this agreement prior to its expiration with sixty (60) days written to the other party, or at any time upon mutual agreement of all parties.

**F. AMENDMENT**

This document shall constitute the entire agreement of the parties and may not be changed, modified, discharged, or extended except by written amendment duly executed by all parties hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.

**G. ELECTRONIC SIGNATURE**

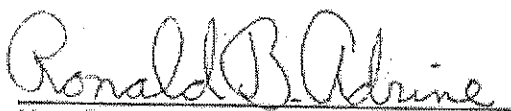
By entering into this contract I agree on behalf of the contracting not-for-profit, tax exempt 501(c) 3 agency, its officers, employees, subcontractors, subgrantees, agents or assigns, to conduct this transaction by electronic means by agreeing that all documents requiring County signatures may be executed by electronic means, and that the electronic signatures affixed by the County to said documents shall have the same legal effect as if that signature was manually affixed to a paper version of the document. I also agree 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 of Cuyahoga, Ohio and the Cleveland Municipal Court, on behalf of the Court of Common Pleas / Corrections Planning Board, execute this Contract on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.


County of Cuyahoga, Ohio

X   
Edward FitzGerald, County Executive

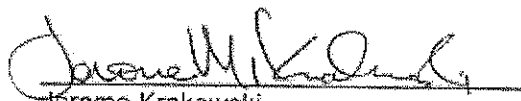
8 9 11  
Date

  
Hon. Ronald B. Adrine  
Presiding & Administrative Judge  
Cleveland Municipal Court

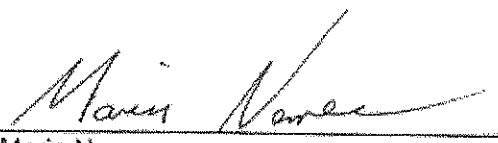
4/26/11  
Date

  
Hon. Nancy A. Fuerst  
Court of Common Pleas Administrative & Presiding Judge  
Chair - Cuyahoga County Corrections Planning Board

6/6/11  
Date

  
Jerome Krakowski  
Chief Probation Officer  
Cleveland Municipal Court

4/19/11  
Date

  
Maria Nemec  
Board Administrator  
Cuyahoga County Corrections Planning Board

6-7-11  
Date

## ATTACHMENT A.

### CLEVELAND MUNICIPAL COURT PROBATION DEPARTMENT DOMESTIC INTERVENTION, EDUCATION & TRAINING PROGRAM (D.I.E.T.)

#### PROJECT DESCRIPTION

This project is a community-based program for intervention in domestic abuse cases. The purpose of this project is to improve outcomes for the batterers mandated by the Cleveland and Suburban Municipal Courts and Common Pleas Court to receive domestic violence education. The philosophy is to offer an opportunity for offenders to make positive changes in abusive behavior within a system that enforces sanctions for those who continue to batter. The goal is to stop the violence and ensure that victims are safer through Court intervention by holding offenders accountable for their behavior.

The Cleveland Municipal Court Domestic Intervention, Education & Training (D.I.E.T.) Program will be operated internally by the Cleveland Municipal Court Probation Department. Offenders will be mandated by the Courts to complete sixteen consecutive group sessions (one session per week for two hours each session). The groups are open-ended with a recommended capacity of twenty-five. The sessions are structured using the Duluth curriculum. The Duluth curriculum is a cognitive behavioral program, which focuses on how power relationships and entitlement are reflected in individuals, families, communities, and different cultures. The eight themes of the Duluth curriculum are non-violence, non-threatening behavior, respect, support and trust, accountability and honesty, sexual respect, partnership and negotiation and fairness.

The group sessions will be conducted on site in the Cleveland Municipal Court Probation Department's Training Room and at the West Side Satellite Office located at 1449 West 117<sup>th</sup> Street. Two facilitators will staff the sessions and a bailiff and /or security guard will be on site. Offenders will be charged a \$5.00 fee per each session. Fee can be waived by court order for indigent offenders.

The program goals are:

- To reduce domestic violence
- To ensure collaboration with the justice system, human service providers and shelters to end violence
- To assure safety of the partners of participants in the program
- To teach offenders alternatives to abuse behavior

Offenders will be selected for the project through referral by court order from a Municipal or Common Pleas Judge. This court order could be part of a sentence or general order (e.g., condition of bond) that empowers a local probation agency to require program participation. Offenders will be required to meet the following eligibility requirements: (1.) Must be a resident of Cuyahoga County; (2.) Must be referred by a Municipal or Common Pleas Court Judge as a result of a domestic violence or similar charge, conviction, or behavior; (3.) Must be assessed as having no significant impairments to their participation in the program, i.e., no active, untreated drug or alcohol dependency, a major mental disorder which results in the offender having uncontrolled, paranoid delusions or a severe medical condition). (4.) Must have been assessed for risk and need; and (5.) Must agree to program guidelines and group rules. The program will focus on male perpetrators charged with Domestic Violence or a related offense.

To successfully complete the D.I.E.T. Program, in addition to meeting the minimum attendance standards of 16 sessions, offenders must successfully complete all written homework assignments; post-test, participate in group, and pay the program fee. Offenders must demonstrate that they have successfully assimilated the program information presented by completing a peer exit review that fosters group discussions and reinforces the eight program themes. Offenders must have avoided repetitive violent, threatening or abusive behavior. Offenders will be given the opportunity to retake any missed sessions; however, three absences will result in termination from the program.

Unsuccessful terminations may occur for the following reasons when the Judge decides not to restore or continue probation:

- Technical violation for program non-compliance (e.g., repeated absences, failure to complete homework, drug and/or alcohol usage, re-offending behavior or continued abusive behavior)
- Technical violation for absconding (capias)
- New misdemeanor – sentenced to jail
- New felony case – sentenced to prison

#### DESCRIPTION OF SERVICES

1. The program will provide sixteen consecutive group education sessions to adult male misdemeanor offenders. (One session per week, two hours each session). To successfully complete the program, in addition to meeting minimum standards of attendance (sixteen sessions), offenders must successfully complete all written homework assignments. Offenders must have successfully avoided a repetition of the violent or threatening behavior that resulted in their original referral.
2. The program staff will send the victim information including a program description, program goals, and an outline of the offender's required participation. In addition, the supervising officer will contact the victim every 90 days and will respond by immediately reporting any complaints to the court. Program staff will seek to establish collaboration with Witness Victim Services Center or a similar victim service agency to develop a formal protocol for referral to victim services. Until then, the program will utilize probation department resources.
3. The program will utilize the Ohio Risk and Need Assessment instruments developed by Ed Latessa, Ph.D. The assigned support staff will complete the Ohio Risk/Needs assessment instrument during the intake session. The assessment will be utilized with other data to show the likelihood of the offenders' successful or unsuccessful program completion. It will also be used to assess if the Domestic Abuse Education Program is appropriate or if a more intensive program is needed for the offender. Additional assessments instruments will be reviewed with this one, i.e.: substance abuse assessments and mental health evaluations. The specific areas of the assessment will provide answers to the offenders' history of substance abuse or addiction, employment, education and marital status, history of criminal and/or violent behavior and arrest and incarceration history.
4. The Cleveland Municipal Court's Domestic Intervention, Education and Training Program will provide alcohol breath testing to offenders referred if necessary. Additional urinalysis testing for suburban and Court of Common Pleas referrals is subject to the referring court protocol.