

## AGREEMENT

THIS AGREEMENT is entered into this 28<sup>th</sup> day of July, 2011 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Juvenile Court (hereinafter called the "COURT") and **MST Group LLC, dba MST Services**, a corporation with principal offices located at 710 J. Dodds Boulevard, Suite 200, Mount Pleasant, South Carolina 29464, Federal ID [REDACTED] (hereinafter called the "VENDOR").

### WITNESSETH THAT:

WHEREAS, the COUNTY and the COURT desires to engage the VENDOR'S professional and technical services to license certain information and materials for a comprehensive system for the use of Multisystemic Therapy® (MST) treatment and the VENDOR can provide these services from July 1, 2011 to June 30, 2012.

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

- I. DESCRIPTION OF SERVICES -The VENDOR shall provide the following:
  - A. The VENDOR hereby grants to the COUNTY and the COURT and the COUNTY and the COURT hereby accepts from the VENDOR, subject to the terms and conditions of this AGREEMENT, a nonexclusive, nontransferable right and license to use, and permit its employees to use, the MST Manuals and the Confidential Information in connection with the use of the MST System in the treatment of individuals with severe clinical problems. The COUNTY and the COURT may disclose such portions of the Confidential Information to third party funding organizations as may be reasonably required to obtain funding and provide reasonably required documentation to the funding organizations; provided that the COUNTY and the COURT may not disclose any such Confidential Information to any such third party until the third party has entered into a confidentiality agreement in form and substance acceptable to the VENDOR. The COUNTY and the COURT may permit Network Partner Organizations to use the MST Manuals and the MST Training Materials to provide the COUNTY and the COURT with training in the MST System, including pre-training assessment and consultation, orientation training, booster training and continuing consultation. Neither the COUNTY nor the COURT nor any of its employees may use the MST Manuals, the MST Training Materials or the Confidential Information for any other purpose whatsoever, including the provision of services, evaluation or training to other healthcare professionals. Except as provided above, the VENDOR retains all right, title and interest to the MST Manuals and the MST Training Materials and to all of the intellectual property rights related thereto, including the copyright in the MST Manuals and the MST Training Materials. Except as provided above, the Medical University of South Carolina Foundation for Research Development and the VENDOR retain all right, title and interest to the Confidential Information and to all of the intellectual property rights related thereto.
  - B. Simultaneously with the execution of this Agreement, the parties shall enter into a Trademark License, the form of which is attached hereto in Appendix A, and the terms of which are incorporated herein by reference.
  - C. The VENDOR shall provide, either directly or via a Network Partner Organization,

employees of the COUNTY and the COURT with the MST Manuals and the MST Training Materials. Should the COUNTY and the COURT need any additional assistance in implementing the MST System during the term of this Agreement, the VENDOR shall negotiate in good faith with the COUNTY and the COURT with respect to providing such services at its normal hourly rates, subject to the availability of the VENDOR personnel.

**D. Quality Control –**

1. **Adherence to MST System:** The COUNTY and the COURT acknowledges that it is of critical importance to the VENDOR that the MST System be used by all licensed organizations in a consistent manner and in accordance with the highest professional standards. Accordingly, the COUNTY and the COURT agrees to comply with all of the policies and procedures in the MST Manuals, as modified by the VENDOR from time to time, in using the MST System for the treatment of clients. The COUNTY and the COURT shall periodically advise the VENDOR of any change in the nature of the population that is being served by the MST System and of any policies that affect the frequency, intensity or fidelity with which counselors can deliver the MST System. Under no circumstance shall any professional employee of the COUNTY and the COURT violate any professional standards in order to comply with the policies or procedures in the MST manuals.
2. **Training:** The COUNTY and the COURT shall ensure that all of its employees involved with the MST System are competent and fully trained in the use of the MST System, by either the VENDOR or a Network Partner Organization. The COUNTY and the COURT must confirm with the VENDOR that any Network Partner Organization that it chooses then has a valid and current license from the VENDOR to provide the training.
3. **Reporting:** The COUNTY and the COURT shall cooperate fully with The MST Institute (MSTI) in assessing the COUNTY and the COURT's level of adherence to the MST System. For the purpose of assisting the VENDOR in preparing reports on overall program effectiveness for The MST Institute, the COUNTY and the COURT shall periodically provide the VENDOR with reports describing the services that have been provided and the treatment results. The COUNTY and the COURT shall use the Enhanced MSTI web site ([www.mstinstitute.org](http://www.mstinstitute.org)) to collect at least the following amounts of program data, Therapist Adherence Measure (IAM) and Supervisor Adherence Measure (SAM) data for the program, via the MST Institute or through other approved means:
  - a. 100% of all staff related, case enrollment and discharge data.
  - b. At least 65% of all possible IAM data (i.e. data for 13 of 20 families each month).
  - c. At least one TAM for 90% of all families each calendar quarter, and
  - d. At least 90% of all possible SAM data (i.e. data for 9 of 10 measures each calendar quarter).
  - e. The VENDOR shall have the right to conduct such audits, investigations and observations including the use of audio recordings of family sessions, team supervision or team consultation, as it may consider to be appropriate, consistent with the maintenance of client confidentiality.
4. **Quality Problems.** Should the VENDOR determine that COUNTY and the COURT is

failing to use the MST System with an acceptable level of quality; the VENDOR will meet with COUNTY and the COURT, assess the problem and work with COURT to implement adequate remedial measures. While the VENDOR is assisting the COUNTY and the COURT with respect to quality problems, the COUNTY and the COURT shall deal solely with the VENDOR and shall no longer have the right to obtain training from any Network Partner Organization.

## II. OPERATIONAL DETAILS

CONTACT PERSON: For programmatic issues.

### VENDOR

Shirley Claytor  
MST Services  
710 J. Dodds Blvd., Ste 200  
Mount Pleasant, SC 29464  
Phone: 843-284-2201  
shirley claytor@mstservices.com

### COUNTY

Kristen Blaze  
Social Prog. Admin., MST  
Children & Family Services  
3955 Euclid Avenue, 226E  
Cleveland, Ohio 44115  
(216) 881-5474  
blazek@odjfs.state.oh.us

### COURT

Steven Sloane  
MST Manager  
Juvenile Court  
2163 East 22<sup>nd</sup> Street  
Cleveland, Ohio 44115  
(216) 443-3193  
ssloane@cuyahogacounty.us

## III. BUDGET- Funding for this AGREEMENT is contingent upon the availability of funds. Funding for this AGREEMENT shall not exceed \$14,000.00 for the entire AGREEMENT period.

- A. Fees: Annual licensing fee of \$4,000.00 per agency and \$10,000.00 for four (4) teams with the COUNTY and the COURT MST program. **The VENDOR shall invoice both the COUNTY and the COURT separately and quarterly according to the following payment schedule.**

<u>Quarter</u>	<u>COUNTY Costs</u>	<u>COURT Costs</u>
1 <sup>st</sup> Quarter (July 2011 - September 2011)	\$1,750.00	\$1,750.00
2 <sup>nd</sup> Quarter (October 2011 - December 2011)	\$1,750.00	\$1,750.00
3 <sup>rd</sup> Quarter (January 2012 - March 2012)	\$1,750.00	\$1,750.00
4 <sup>th</sup> Quarter (April 2012 - June 2012)	<u>\$1,750.00</u>	<u>\$1,750.00</u>
<b>TOTAL</b>	<b>\$7,000.00</b>	<b>\$7,000.00</b>

**Invoicing shall be sent to the following individuals:**

### COUNTY

Kristen Blaze  
Social Program Administrator, MST  
Department of Children & Family Services  
3955 Euclid Avenue, 226E  
Cleveland, Ohio 44115  
(216) 881-5474  
blazek@odjfs.state.oh.us

### COURT

Karen Lippmann  
Cuyahoga County Juvenile Court  
2163 East 22<sup>nd</sup> Street  
Cleveland, Ohio 44115  
(216) 698-4791  
klippmann@cuyahogacounty.us

- B. Incurring Costs: The COUNTY and 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. Invoice Review: The COUNTY and the COURT shall accept the electronic invoice as evidence of its receipt by the COUNTY and the COURT. The electronic invoice shall be

deemed received the date it is sent by the VENDOR. The COUNTY and the COURT shall review invoices for completeness before making payment. The invoices submitted are subject to adjustment for computational or processing errors, incorrect rates, non-covered services and to audit by the COUNTY and the COURT.

- D. Conflict of Interest: The VENDOR shall not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the COUNTY and the COURT, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serve as an officer or employee, unless the services or goods involved are provided at a competitive cost or under terms favorable to the VENDOR.
- IV. 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 COUNTY and the COURT personnel. The VENDOR shall maintain the aforementioned records for at least five (5) years following the termination of this AGREEMENT.
- V. 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 enclosed.
- VI. ON SITE VISITS - The COUNTY and the COURT and the State of Ohio shall be allowed to access, review and discuss project activities, program records and to interview individual youth, family, and/or project staff that are served or paid in whole or in part under this AGREEMENT. Appropriate documentation for each financial transaction shall be available for examination upon request by the COUNTY and the COURT, The Ohio Department of Job and Family Services, the Ohio Auditor of State, or the United States Department of Health and Human Services.
- VII. BUILDING CODES-SAFETY ORDINANCES - If applicable, all buildings, offices and facilities utilized by the program where the YOUTH shall be present shall conform to and abide by all Federal, State, County and City building codes and safety ordinances. Documentation of such shall be presented to the COUNTY and the COURT upon request.
- VIII. INDEMNITY - The VENDOR agrees to indemnify and save harmless the COUNTY and the COURT, 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.
- IX. 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 operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.
- X. 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.

- XI. ASSIGNABILITY - None of the work or services covered by this AGREEMENT shall be subcontracted without the prior written approval of the COUNTY and the COURT.
- XII. RELIGIOUS AFFILIATIONS - Religious programs/programming, if offered, shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- 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 COUNTY and 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 COUNTY and 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 COUNTY and the COURT and the VENDOR. The VENDOR agrees that no representation or warranties shall be binding upon the COUNTY and the COURT unless expressed in writing herein or in a duly executed amendment hereof.
- XV. TERMINATION - This AGREEMENT may be terminated by either party upon thirty (30) days prior written notice to the other party. Termination pursuant to this paragraph shall not affect the COUNTY and 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. BREACH OF AGREEMENT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this AGREEMENT, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned. If the VENDOR fails to perform an obligation or obligations under this AGREEMENT and thereafter such failure(s) is (are) waived by the COUNTY and the COURT, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the COUNTY and the COURT is not effective unless it is in writing and signed by the COUNTY and the COURT.

- XX. CRIMINAL RECORDS CHECK - The VENDOR shall comply with the provisions as specified in the Ohio Revised Code 109.572 regarding criminal records checks for prospective employees and volunteers. The COUNTY and the COURT shall receive upon request verification of police checks, reference checks and confirmation of educational requirements for all employees and volunteers of the VENDOR assigned to this program.
- XXI. 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.
- XII. 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.

MST Group, LLC

By: Shirley L. Clayton

Department of Children and Family Services

By: Patricia L. Rideout  
Patricia Rideout, Chief Administrator

Cuyahoga County Juvenile Court

By: Marita Kavalec  
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald  
Edward FitzGerald, County Executive