

CUYAHOGA COUNTY  
COURT OF COMMON PLEAS, JUVENILE DIVISION  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MST GROUP LLC, dba MST SERVICES  
MULTISYSTEMIC THERAPY® (MST) LICENSURE CONTRACT

THIS CONTRACT is entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between the County of Cuyahoga, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (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, [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, 2012 to June 30, 2014.

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 acknowledge 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 (TAM) 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 TAM 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

Bridget Gibbons  
MST Manager  
Juvenile Court  
9300 Quincy Avenue  
Cleveland, Ohio 44106  
(216) 443-3193  
bgibbons@cuyahogacounty.us

- III. **BUDGET**- Funding for this AGREEMENT is contingent upon the availability of funds. Funding for this AGREEMENT shall not exceed **\$28,000.00**. While the term of this contract is listed as twenty-four (24) months, funding in the not-to-exceed amount for this contract is estimated on a twelve (12) month basis. Depending on the financial conditions, program usage and effectiveness, the COURT may independently decide to encumber additional funds to the contract through a contract amendment process. The vendor has acknowledged that the contract amount may be adjusted by COURT at any given time during the contract period based on program usage and court-referred youth needs through the amendment process as described in Section XVII of this contract.
- 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.**

Quarter

1<sup>st</sup> Quarter (July 2012 -

<i>September 2012)</i>	<b><u>COUNTY Costs</u></b>	<b><u>COURT Costs</u></b>
2 <sup>nd</sup> Quarter ( <i>October 2012 - December 2012</i> )	\$1,750.00	\$1,750.00
3 <sup>rd</sup> Quarter ( <i>January 2013 - March 2013</i> )	\$1,750.00	\$1,750.00
4 <sup>th</sup> Quarter ( <i>April 2013 - June 2013</i> )	\$1,750.00	\$1,750.00
5 <sup>th</sup> Quarter ( <i>July 2013 - September 2013</i> )	\$1,750.00	\$1,750.00
6 <sup>th</sup> Quarter ( <i>October 2013 - December 2013</i> )	\$1,750.00	\$1,750.00
7 <sup>th</sup> Quarter ( <i>January 2014 - March 2014</i> )	\$1,750.00	\$1,750.00
8 <sup>th</sup> Quarter ( <i>April 2014 - June 2014</i> )	\$1,750.00	\$1,750.00
<b>TOTAL</b>	<b><u>\$1,750.00</u></b>	<b><u>\$1,750.00</u></b>
	<b>\$14,000.00</b>	<b>\$14,000.00</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  
 blaze@odjfs.state.oh.us

**COURT**

Karen Lippmann  
 Cuyahoga County Juvenile Court  
 9300 Quincy Avenue  
 Cleveland, Ohio 44106  
 (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.
- V. 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 CONTRACT. 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 CONTRACT or longer, as may be required by the applicable records retention schedule.
- VI. 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.

- VII. 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 CONTRACT.
- VIII. 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 CONTRACT.
- IX. 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 COURT upon request.
- 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 operations under the terms of this contract. Such coverage may be through insurance policies or self-insurance programs maintained by the VENDOR.
- XI. ANTI-DISCRIMINATION - The County will follow its policies of non-discrimination. VENDOR hereby agrees that in all matters pertaining to the employment of labor, skilled or unskilled, in the performance of this CONTRACT, 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 CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XIII. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XIV. 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 contract with its employees to that effect.

- XV. LICENSURE - The VENDOR shall have the appropriate license(s) or certification(s) necessary to provide the services of this CONTRACT. The VENDOR shall also immediately notify the COURT of any change in licensure status affected by the certifying authority.
- XVI. AMENDMENT - This CONTRACT 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.
- XVII. TERMINATION - This CONTRACT 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 CONTRACT for services performed prior to termination.
- XVIII. BREACH OF CONTRACT REMEDIES - Upon breach or default of any of the provisions, obligations or duties embodied in this CONTRACT, 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 CONTRACT and thereafter such failure(s) is (are) waived by 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 COURT is not effective unless it is in writing and signed by the COURT.
- XIX. SERVICE CONTINUITY - In the event that the funding for the program is not renewed, and the CONTRACT provides for direct youth services, then the VENDOR shall develop a plan for youth still receiving service at the end of the contract period. This plan shall consist of a re-assessment of the youth's progress and a determination of the best course of action for the youth. Choices would include closing cases, accelerating services or aiding in transferring cases to a funded program.
- XX. ETHICS REQUIREMENTS - The VENDOR shall comply with all County ethics as well as all requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes new ethics requirements.
- XXI. 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 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.

XXII. ELECTRONIC SIGNATURES - By entering into this CONTRACT, 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, dba MST Services

By: Shirley L. Clayton

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita J. Kavalec  
Marita Kavalec, Court Administrator

Edward FitzGerald, County Executive

Cuyahoga County, Ohio Ed FitzGerald/apc  
2012-08-14 17:08:22

By: \_\_\_\_\_  
Edward FitzGerald, County Executive



## **Appendix A – Trademark License**

1. Grant of License. Subject to the terms and conditions of this Agreement, VENDOR grants to COUNTY and the COURT, and COUNTY and the COURT accepts, a nonexclusive, nontransferable license to use the MST Marks (the “Marks”) in connection with the License Agreement for MST Network Partner Organizations. The COUNTY and the COURT may not sublicense all or any part of its rights without the prior written approval of the VENDOR. The COUNTY and the COURT has only the right to use the Marks specifically granted above and may not use the Marks for any other purpose.
2. Ownership of Marks. The VENDOR expressly reserves its ownership rights in the Marks and the COUNTY and the COURT agrees that nothing in this Agreement shall be construed as granting the COUNTY and the COURT any right, title, or interest in the Marks, other than the right to use the Marks in accordance with this Agreement. The VENDOR may determine, in its sole discretion, whether to register and maintain any Marks in any jurisdiction. The COUNTY and the COURT shall not challenge the VENDOR’s ownership of the Marks nor use the Marks as part of its name or as a trade name to identify its business nor in any metatag, e-mail address or domain name, without the consent of the VENDOR. The COUNTY and the COURT shall not register any mark that includes, or that is substantially identical to, resembles or is confusingly similar to, the Marks. All goodwill resulting from the COUNTY and the COURT’s use of the Marks shall inure to the benefit of the VENDOR.
3. Quality Standards.
  - a. The COUNTY and the COURT shall use the Marks solely in connection with goods and services that are of at least the quality of the goods and services provided by the VENDOR prior to the date of this Agreement and that are of sufficient quality that the use of the Marks in connection with such goods and services will not reflect negatively on the goodwill associated with the Marks nor otherwise dilute the value of the Marks. The COUNTY and the COURT shall include the Marks on or with all Licensed Products sold or provided under the Marks and shall include any notices or legends relating to the Marks that are required by applicable law or that are otherwise requested by the VENDOR. The COUNTY and the COURT shall use the same style and appearance of the Marks as used by The VENDOR, shall strictly comply with the usage standards in any style guide or similar document provided by the VENDOR, and shall not alter the Marks in any way without the prior written consent of the VENDOR.
  - b. The COUNTY and the COURT shall permit inspection of the COUNTY and the COURT’s operations to confirm the quality of Licensed Products at reasonable times and with reasonable notice, and shall supply the VENDOR with any requested samples of Licensed Products. Should the VENDOR determine in its sole discretion that any Licensed Product is of unacceptable quality or is otherwise not in accordance with the standards required under this Agreement, or that the marketing and sale of such Licensed Product reflects negatively on the goodwill associated with the Marks or otherwise dilutes the value of the Marks, the VENDOR may notify the COUNTY and the COURT of the problem in writing. Upon such notice, the COUNTY and the COURT shall promptly make any changes required to remedy the problem. The COUNTY and the COURT

shall discontinue the use of the Marks on any such Licensed Products until the problem is corrected to the VENDOR's satisfaction.

- c. The COUNTY and the COURT may not use the Marks on or in connection with any advertising, marketing or other promotional materials until the COUNTY and the COURT has provided the VENDOR with a copy of the proposed materials and obtained the VENDOR's consent to the use thereof. The VENDOR will attempt in good faith to approve or disapprove the proposed materials within a commercially reasonable period of time. Once any promotional materials have been approved by the VENDOR, the COUNTY and the COURT may not vary those materials in any manner without the VENDOR's consent.
4. Infringement. In the event that the COUNTY and the COURT learns of any infringement or threatened infringement of the Marks, the COUNTY and the COURT shall promptly notify the VENDOR and shall provide the VENDOR with reasonable information to enable it to assess the nature and extent of any infringement. The VENDOR shall have the right to determine, in its absolute discretion, whether any potential infringement is serious enough to justify legal action. Any such proceedings shall be under the sole control of the VENDOR and at the sole expense of the VENDOR, who shall have the right to retain any recoveries therefrom. Should the VENDOR decide to commence any proceedings, the COUNTY and the COURT shall provide reasonable assistance, upon The VENDOR's request and at its expense.