

**CUYAHOGA COUNTY
COURT OF COMMON PLEAS, JUVENILE COURT DIVISION
CONTRACT FOR SEX OFFENDER ASSESSMENT AND TREATMENT SERVICES
THE MOKITA CENTER INC.**

THIS CONTRACT is entered into this _____ day of _____, 2012 by and between Cuyahoga County, Ohio (hereinafter called the "COUNTY"), the Cuyahoga County Court of Common Pleas, Juvenile Court Division (hereinafter called the "COURT") and **The Mokita Center Inc.**, a corporation, with principal offices located at 4675 Hilland Road, Cleveland, Ohio 44109 (hereinafter called the "VENDOR").

WITNESSETH THAT:

WHEREAS, the COURT desires to engage the VENDOR'S professional and technical services to conduct an **Adolescent Sex Offender Assessment and Treatment** program and the VENDOR can provide these services from February 1, 2013 to January 31, 2015.

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 COURT referral packet shall be sent to the VENDOR electronically and shall include a referral cover sheet, a signed release of information and the COURT'S risk assessment tool- the Ohio Youth Assessment System (OYAS). The VENDOR shall engage the YOUTH and his/her family to participate in the intake process within twenty-four (24) 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, or the VENDOR has been unable to make contact within 10 working days then the VENDOR shall contact the Probation Officer immediately. The VENDOR shall 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 and to receive any further information regarding the YOUTH or family. 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 from 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 VENDOR decide to complete one.
 - B. **Assessment Services** - The assessment consists minimally of a structured interview with the YOUTH and at least one parent/guardian. In addition, collateral information consisting of

juvenile court records, police report, victim statements, psychological, reports, psychiatric reports, school reports, summaries of mental health counseling, and reports from the children's protective service agency, may also be reviewed. The assessment consists of identifying, exploring, and understanding critical factors, events, and points in the physical, psychological, social, legal, and sexual development of the YOUTH, as well as, the social and contextual issues and systems in which the YOUTH has lived, grown, shaped, and maintained the inappropriate/illegal sexual behavior.

1. The Mokita assessment is guided by structured instruments including the Juvenile Sex Offender Assessment Protocol (J-SOAP-II) and the Estimate or Risk of Adolescent Sexual Offense Recidivism (ERASOR). In addition, the Adam Walsh: Juvenile Sexual Offender Classification Screening Instrument is also completed to gather information regarding Adam Walsh Act/SB 10 registration requirements.
 2. Self-report scales or testing measures may be include, but are not limited to:
 - a. Child Sexual Abuse and/or Rape Cognition Scale;
 - b. Anger Management Scale;
 - c. Abel Assessment for Sexual Interest (AASI);
 - d. Test of Variables of Attention (TOVA);
 - e. Intelligence and achievement testing; and
 - f. Adolescent Personality Questionnaire.
 3. The VENDOR shall utilize Best Practice or Evidenced-Based assessment tools with the COURT YOUTH.
 4. 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. Assessment reports and the accompanying individualized treatment plans (ITP) shall be completed within fourteen (14) days of referral.
- C. **Treatment services** – Treatment services shall utilize cognitive-behavioral therapy with the addition of psycho-educational, psychodynamic and activity oriented modalities. The program includes interventions that specifically target sexual offending risk factors and interventions that target collateral factors that directly contribute to, influence, or sustain sexually abusive behaviors. The VENDOR shall utilize Best Practice or Evidenced-Based Programming for all treatment programming. Treatment components shall include:
1. *Sex offending behavior specific* – This component directly addresses risk issues that have been identified as contributing to the sexual offending behavior. Treatment targets include cognitive distortions, victim awareness, and relapse prevention planning.
 2. *Skill Development* – This component is directed at collateral treatment issues connected to inappropriate or illegal sexual behavior. The focus is on social skill development, conflict management, stress management, dating, etc.
 3. *Other Clinical issues* – This component focuses on other identified issues such as fire setting, sexual orientation, trauma and loss, or antisocial issues.
 4. *Education/Academic Services* – This component focuses on assisting the youth with improving academic functioning. IQ and achievement testing are offered.
 5. *Mental Health Treatment* – This component focuses on addressing co-morbid mental health conditions such as ADHD, depression, etc. These services will not be reimbursed by the COURT, although YOUTH may be referred to services within the community.

6. *Family Participation* - Family members are encouraged to participate in various aspects of the treatment program. Family therapy will be utilized to resolve family issues that may have contributed to the inappropriate or illegal sexual behavior.
- D. **Case Management/Life Coaching Services:** The VENDOR's case manager shall assist YOUTH and families in addressing educational, housing, and mental health issues, as well as assist the YOUTH in meeting sex offender registration requirements.
- E. **Polygraph Services:** The VENDOR will provide a polygraph test, as warranted or Court-ordered, as an integral part of assessment and/or treatment. If a YOUTH is not appropriate for a polygraph examination, based on the screening examination, a report discussing the disqualifying issues will be given to the jurist and probation officer.
- F. **Court and Program Staff Cooperation** - For YOUTH receiving treatment services, 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 violations of major rules of conduct will not be tolerated by the VENDOR and should be referred to the Probation Officer for appropriate sanctions.
- G. **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.
- H. 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 Mokita Center, Inc. 14805 Detroit Rd. #520, Lakewood, Ohio 44107.

B. **CONTACT PERSON:**

VENDOR

Robin Palmer
The Mokita Center Inc.
4675 Hilland Road
Cleveland, Ohio 44109
216-509-4610
mokita420@yahoo.com

COURT

Karen Lippmann
Juvenile Court
9300 Quincy Avenue
Cleveland, Ohio 44106
216-698-4791
klippmann@cuyahogacounty.us

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

OBJECTIVES

1. 100% of YOUTH referred for an assessment shall complete an assessment.
2. 80% of YOUTH referred for a sex offender assessment will have their assessment and individualized treatment plan completed within four weeks of referral.
3. 75% of parents will complete programming as identified in the individualized treatment plan.
4. 85% of YOUTH will not have new charges filed while assigned to the treatment program.
5. 85% of YOUTH admitted to the treatment program during the fiscal year will complete the program.
6. 85% of the YOUTH referred to the treatment program will not have new charges filed within six (6) months of a successful completion of the program.

PERFORMANCE INDICATORS

1. Number of YOUTH referred for an assessment divided by the YOUTH who have completed the assessment.
2. Number of referred YOUTH who have completed assessments and individualized treatment plans divided by the number of referred YOUTH who have the assessment process and individualized treatment plan completed within four weeks of referral.
3. Number of parents/guardians identified individual treatment plans divided by the number of parents/guardians who complete the programming as identified in the individualized treatment plan.
4. Number of YOUTH assigned to the treatment program divided by the number of YOUTH who do not have new charges filed while assigned to the treatment program.
5. Number of YOUTH admitted to the treatment program divided by the number of YOUTH admitted to the treatment program who successfully complete.
6. Number of YOUTH who complete the treatment program divided by the number of YOUTH who do not have new charges filed within six (6) months of a successful completion from the program.

V. BUDGET - Funding for this CONTRACT is contingent upon the availability of funds and shall not exceed **\$181,700.00** for the term of the CONTRACT. 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. 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 - \$70.00 / hour
- Individual Counseling - \$70.00 / hour

- Polygraph Examination -\$400.00/each polygraph
 - Case Management Services - \$60.00 / hour
 - Group Counseling - \$45.00 / hour
- B. Where private insurance and/or Medicaid is available to reimburse the VENDOR for services, the VENDOR will consider third party insurance and/or Medicaid as the primary payer and the COURT as the secondary payer, in relation to the UNIT RATE.
- C. 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 CONTRACT.
- D. Monthly Fiscal Report: The VENDOR shall, within ten (10) days following the last day of each month, submit an 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.
- E. Payment: The COURT shall review invoices for completeness before making payment and are subject to audit by the COURT. **Invoices will be processed expeditiously by the COURT, but it is highly unlikely that payment will be received by the VENDOR in less than forty-five (45) days from receipt of invoice. It is recommended that the VENDOR have reserve funding to sustain operations for at least ninety (90) days without payment for submitted invoices.**
- F. Tracking Information – The VENDOR shall submit all youth tracking information into the COURT's web-based RiteTrack® data management system before invoices may be processed.

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 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.

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 CONTRACT.
- IX. INDEMNITY - The VENDOR agree 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.
- X. 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.
- XI. 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.
- XII. 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.
- XIII. ASSIGNABILITY - None of the work or services covered by this CONTRACT shall be subcontracted without the prior written approval of the COURT.
- XIV. RELIGIOUS AFFILIATIONS - Religious programs/programming if offered shall be voluntary and non-denominational. Non-participation by YOUTH shall not result in any penalty.
- XV. 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.

- XVI. 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.
- XVII. AMENDMENT - This CONTRACT constitutes the entire CONTRACT of the parties in the subject matter hereof and may not be changed, modified, discharged or extended except by written CONTRACT 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.
- XVIII. 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.
- XIX. 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.
- XX. 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.
- XXI. FINDINGS FOR RECOVERY - The VENDOR represents and warrants that it is not subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24.
- XXII. PUBLIC RECORDS - All parties hereto acknowledge that the COURT and the County are political subdivisions in the State of Ohio and as such is subject the Ohio Revised Code and other law related to the keeping and access to Public Records, including any and all applicable Sunshine Laws, open meeting requirements, and retention schedules effecting any and all manner of communication with the County and any and all documents in any format or media.

- XXIII. ETHICS REQUIREMENTS - The VENDORS shall comply with all applicable COUNTY ordinances, including but not limited to, the Cuyahoga County Ethics ordinance and Cuyahoga County Inspector General Ordinance. The VENDORS agree that the charter provisions and all ordinances, resolutions, rules and regulations of the COUNTY now or hereafter applicable shall be included in this CONTRACT for all purposes. The VENDOR shall also comply with requirements within the provisions set forth in State of Ohio, Office of the Governor, Executive Order 2007-01S which establishes ethics requirements.
- XXIV. GOVERNING LAW AND JURISDICTION - This CONTRACT shall be governed by and construed under the laws of the State of Ohio without regard to conflicts of law provisions. The parties agree that the state and federal courts sitting in Ohio will have exclusive jurisdiction over any claim arising out of this CONTRACT, and each party consents to the exclusive jurisdiction of such courts. The VENDOR hereby agrees not to challenge any provision in this CONTRACT, including this Governing Law and Jurisdiction provision, and not to attempt to remove any legal action outside of Cuyahoga County for any reason.
- XXV. This CONTRACT has been properly authorized pursuant to the required provisions of any and all charter provisions, ordinances, resolutions and regulations of COUNTY and each of the VENDORS. The individual signing on behalf of the party to this CONTRACT are authorized to execute this CONTRACT on behalf of the COURT, the COUNTY and the VENDOR. The VENDOR recognize and agree that no public official or employee of COUNTY may be deemed to have apparent authority to bind the COUNTY to any contractual obligations not properly authorized pursuant to COUNTY'S Contracting and Purchasing Procedures. The signatory parties are legally bound by the terms and conditions of this CONTRACT as of the "effective date" of the CONTRACT.
- XXVI. 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.
- XXVII. 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 CONTRACT as of the date first above written.

The Mokita Center Inc.

By: Brian Palmer

Cuyahoga County Court of Common Pleas, Juvenile Court Division

By: Marita Kavalec ^{OCC}
Marita Kavalec, Court Administrator

Cuyahoga County, Ohio

Edward FitzGerald, County Executive

By: Ed FitzGerald
Edward FitzGerald, County Executive
2013-04-10 15:41:00

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