CONTRACT

By and Between County of Cuyahoga, Ohio and Oriana Inc.

Day Programming

This Contract made and entered into this	day of	, 2014 b	y and between the
County of Cuyahoga, Ohio (the "County"),	on behalf of the	Cuyahoga Cou	nty Common Pleas
Court and the Cuyahoga County Correction	າຣ Planning Boar	d (hereinafter "C	court ") and Oriana,
Inc., a corporation not-for-profit, with princip	pal offices locate	d at 885 East B	uchtel Ave., Akron,
Ohio 44309 (hereinafter "Oriana. Performa	nce of services s	specified in the C	Contract shall be for
the time period to commence on October 1	1, 2013 and con	tinue through Ju	ne 30, 2015 in the
amount not to exceed 1,065,600 Dollars.			

I. PROGRAM DESCRIPTION:

The Board has received funding from the Ohio Department of Rehabilitation and Correction ("ODRC") to secure services to provide day programming; highly structured, non-residential, community-based program that offers more intensive supervision, case management and programming than what is currently offered on a high risk caseload. The proposed project is to provide an intensive, non-residential sentencing option and supervision response (Day Programming) through a contracted provider, Oriana House, Inc.

Proposed programming will address criminogenic needs by providing an array of individualized services in one location on a daily basis to address chronic non-compliant offenders. To address transportation issues that can negatively impact offender compliance efforts, bus tickets will be provided. Day Programming will provide an additional option for the local criminal justice continuum of sanctions. This comprehensive, assessment-driven programming approach will target the criminogenic risk/needs of Moderate and High Risk offenders. Treatment dosage will vary by risk level.

Programming utilized under this Contract is to be located within Cuyahoga County and licensed and/or certified by the Ohio Department of Rehabilitation and Correction's Bureau of Community Sanctions to serve offenders. Residential substance abuse programs utilized are to be certified by the Ohio Department of Mental Health & Addiction Services (ODMHAS). Any change in the Provider agency's location, if re-located outside of Cuyahoga County, license or certification by ODRC and/or ODMHAS during the term of this Contract must be communicated to the Court immediately and may result in disqualification for future Program placements.

II. TARGET POPULATION:

- 1) Moderate risk at risk of current supervision failure
- 2) High risk with history of supervision failure
- 3) High risk at risk of current supervision failure

The program proposes to serve at least 320 offenders over 21 months with approximately 192 successful completions based on 60% estimated completion rate of a similar program with a similar target population in a neighboring county. Almost 200 successful completions will result in fewer violation hearings and fewer commitments to prison or jail. The proposed goal is to lower the number of offenders sent to prison on a technical violation during the grant period. It is

anticipated that the proposed programming will address and reduce the number of offenders in non-compliance with their supervision and community programming and thereby reduce the number of violation hearings and commitments to prison for technical violations. As most offenders sentenced to community control have F4 and F5 offenses, reduction in the number sent to prison for technical violations

will result in a corresponding reduction in the number of F4 and F5 offenders sent to prison. Similarly, for offenders in the participating municipal courts, the proposed programming will provide a community-based alternative to jail incarceration. Local suburban courts have few resources available to them, none that can provide the intensive, comprehensive service of day programming. It is thought that by reducing sentenced misdemeanants in the County Jail, additional jail beds can be dedicated to local felony sentencing options such as the Local Incarceration Program (LIP):

The proposed programming will serve:

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- 10. 4. Female and male offenders was the second of the sec
 - 2. Moderate and high risk offenders as described below, and females who score low moderate on the ORAS
 - 3. Offenders with misdemeanor and/or felony offenses, regardless of offense type (e.g., sex, arson, violence)
- 4. Offenders in the Common Pleas Court or the Suburban Municipal Courts participating in reste sattiis initiative (france) ir lend erhagelt van lie be val je kongrision bet in een een eine een
 - 5. Offenders with mental health issues that are medication compliant and stable

A MONEY STORE WHILE THE MONEY OF A CONTROL OF THE TOTAL AND A STORE THE PROPERTY OF Placement can serve as a sentencing option at a technical violation hearing or as a referral in lieu of requesting a violation hearing for the greater has been supply to the same of the

- * Moderate Risk offenders at risk of supervision failure (not including new crime)
- * High Risk offenders at risk of supervision failure (not including new crime)

Placement can be the result of eligibility review when initially sentenced to Group D. (High-risk) for: I consider a subject of the construction of the construction of the subject of the construction of th

High Risk Offenders with a history of prior probation non-compliance and failure while on any type of community supervision (e.g., pretrial, juvenile court, municipal court, Common Pleas Court, APA, or Federal Probation) within the last 5 years. atter digenetica andreas 🛴 paga elle store som om sensora i kommen dingga om som ja kij j

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- and the transfer and an analysis of the angle of the angle of the analysis of the consecution of the second of 4- 1.: Cognitive Skill Programming—Thinking for a Change (1997) 1997 (1997) 1997
- et 2. Booster (aftercare) sessions and individual sessions;
- 3. Cognitive Based Chemical Dependency Treatment Assessment, Outpatient (OP), Intensive Outpatient (IOP); and Aftercare
 - 4. Employment Assessment, Employment Readiness class, Booster (Aftercare) classes and individual sessions
 - 5. Education Assessment, Literacy classes, General Education Development (GED) classes; Tutoring

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- 6. Anger Management
- 7. Family Programming
- 8. Financial Management classes
- 9. Pro-Social Leisure activities
- 10. Case Management
- :11. Alcohol Monitoring and an experience by the experience

Programming components to include:

1. Criminal Attitudes and Behavior Patterns (Criminal attitudes and personality traits).

THINKING FOR A CHANGE: Developed by The National Institute of Corrections, Thinking for a Change is an integrated cognitive behavior change program for offenders that includes cognitive restructuring, social skills development, and development of problem solving skills. Through the acquisition and use of these skills, clients are taught how to change their behaviors by changing their thinking. The curriculum is 25 lessons, and all 25 lessons are taught to participating clients.

EPICS II. Through the use of EPICS II, the caseworker is able to identify specific people, situations, personality traits, thoughts, and/or beliefs in regard to the client's criminal attitude which have led them into trouble in the past. With this information, the client then develops a detailed coping or avoidance plan to ensure their success throughout the program and upon release.

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Total Dosage Hours Available: EPICS II will be used during case management for the second and third track, the average length of time offenders will be in the program is a function of risk level. Offenders whose risk level is Low will be in the program an average of 60 days. Those whose risk level is Moderate will be in the program an average of 61 to 120 days. Offenders whose risk level is High will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 160 or more days. Those participants who are transitioning from a halfway house placement will be in the program until recommended dosage hours are achieved. The frequency of case management meetings are determined based on a combination of risk level, individual Program Plan goal achievement and skill acquisition. Based on these factors the frequency of case management meetings may range from 2 times per week to one time per month. As a result, individual dosage hours during case management meetings will vary based on the above factors.

Length Of Service: 4 - 6 months

Frequency of Sessions: 3 - 4 days a week

Total Dosage Hours Available: 50

The Cognitive Behavioral Administrator, Cognitive Behavioral Coordinator or facility management conducts continuous quality improvement (CQI) at a minimum of every other month on all staff teaching cognitive skills groups.

QA Practices: At minimum, program caseworkers submit weekly audio recording of their use of EPICS II skills with elients. Written feedback is provided to each caseworker on their use of EPICS II skills along with a proficiency score. Once proficiency is obtained audio recording submission may be reduced to monthly or quarterly. In addition to audio recording submission program caseworkers receive a minimum of quarterly direct observation of case management meetings to ensure quality of services provided. Booster sessions are provided to program caseworkers to assist in skill acquisition and proficiency. Note: Total dosage hours for Thinking for a Change are 37.5 or 50.

2. Criminal History (Living in a law abiding way).

EPICS II: Through the use of EPICS II, the caseworker is able to identify specific people, situations, personality traits, thoughts, and/or beliefs which have led the client to engage in climinal behavior. With this information, the client then develops a detailed coping or avoidance plan to ensure their success throughout the program and upon release. Length of Service, Frequency of Sessions, and Total Dosage Hours Available. EPICS II will be used during case management for the second and third track, the average length of time offenders will be in the program an average of 60 days. Those whose lisk level is Moderate will be in the program an average of 60 days. Those whose lisk level is High will be in the program 121 to 159 days. Offenders whose risk level is High will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 160 or more days. Those participants who are transitioning from a halfway house placement will be in the program until recommended dosage hours are achieved. The frequency of case management meetings are determined based on a combination of risk level, Individual Program Plan goal achievement and

skill acquisition. Based on these factors the frequency of case management meetings may range from 2 times per week to one time per month. As a result, individual dosage hours during case management meetings will vary based on the above factors.

Length of Service: 4 6 months
Frequency of Sessions: 2 times a week
Total Dosage Hours Available: 100

QA Practices: At minimum, program caseworkers submit weekly audio recording of their use of EPICS II skills with clients. Written feedback is provided to each caseworker on their use of ERICS II skills along with a proficiency score. Once proficiency is obtained audio recording submission may be reduced to monthly or quarterly. In addition to audio recording submission program caseworkers receive a minimum of quarterly direct observation of case management meetings to ensure quality of services provided. Booster sessions are provided to program caseworkers to assist in skill acquisition and proficiency.

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Thinking for a Change Booster Groups (Advance Skill Practice). The Booster Class reinforces concepts from Thinking for a Change in increasingly difficult situations as clients prepare to transition home. Each class includes role playing and homework assignment.

EPICS II: Through the use of EPICS II, the caseworker is able to identify specific people, situations, personality traits, thoughts, and/or beliefs in regard to the client's peer associations which have led them into trouble in the past. With this information, the client then develops a detailed coping or avoidance plans to assist in disassociating with high risk peers to ensure their success throughout the program and upon release.

Length of Service, Frequency of Sessions, and Total Desage Hours Available, EPICS II will be used during case management for the second and third track, the average length of time offenders will be in the program is a function of risk level. Offenders whose risk level is Low will be in the program an average of 60 days. Those whose risk level is Moderate will be in the program an average of 61 to 120 days. Offenders whose risk level is high will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 160 or more days. Those participants who are transitioning from a halfway house placement will be in the program until recommended dosage hours are achieved. The frequency of case management meetings are determined based on a combination of risk level, individual Program Plan goal achievement and skill acquisition. Based on these factors the frequency of case management meetings may range from 2 times per week to one time per month. As a result, individual dosage hours during case management meetings will vary based on the above factors. Length:of Service: 4 - 6 months and service of the transfer of the property of

Frequency of Sessions: Once a week Total Dosage Hours Available: 30

The -- Cognitive -- Behavioral -- Administrator, -- Cognitive -- Behavioral -- Coordinator -- Or -- facility management conducts continuous quality improvement (CQI) at a minimum of every other month on all staff teaching cognitive skills groups.

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Note: Frequency of Sessions: 1x a week for 1.5 hours each session until minimum number of sessions is completed as determined by risk level. taria and the confidence of the property of the confidence of the confidence of the confidence of the confidence of Note: Fotal dosage of hours varies; non-residential 6 to 30 hours total dosage, based on risk level.

4: Neighborhood Problems (Neighborhood in which offender resides is high crime and drugs are readily available).

EPICS II. Through the use of EPICS II, the caseworker is able to identify specific people, situations, personality traits, thoughts, and/or beliefs in regard to the client's neighborhood which have led them into trouble in the past. With this information, the client then develops a detailed coping or avoidance plan to assist in effectively dealing with high risk areas to ensure their success throughout the program and upon release.

Length of Service, Frequency of Sessions, and Total Dosage Hours Available: EPICS II will be used during case management for the second and third track, the average length of time offenders will be in the program is a function of risk level. Offenders whose risk level is Low will be in the program an average of 60 days. These whose risk level is High will be in the program an average of 61 to 120 days. Offenders whose risk level is High will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 160 or more days. Those participants who are transitioning from a halfway house placement will be in the program until recommended dosage hours are achieved. The frequency of case management meetings are determined based on a combination of risk level, individual Program Plan goal achievement and skill acquisition. Based on these factors the frequency of case management meetings may range from 2 times per week to one time per month. As a result, individual dosage hours during case management meetings will vary based on the above factors.

Length of Service: 4 - 6 months
Frequency of Sessions: 2 times a week

Total Dosage Hours Available: 50

QA Practices: At minimum, program caseworkers submit weekly audio recording of their use of EPICS II skills with clients. Written feedback is provided to each caseworker on their use of EPICS. II skills along with a proficiency score. Once proficiency is obtained audio recording submission may be reduced to monthly or quarterly. In addition to audio recording submission program caseworkers receive a minimum of quarterly direct observation of case management meetings to ensure quality of services provided. Booster sessions are provided to program caseworkers to assist in skill acquisition and proficiency.

5. Education/Employment (Work and the role of work in offender's life; including education and vocational skills).

Employment Services consist of the following components:

Employment Assessment for Risk/Need: The EARN is a novel 41-item tool developed to assess a respondent's risk/need with regard to issues related to employment. The EARN provides an indication of risk/need level across 7 domains: efficacy, job attainment skills, work history, workplace, expectations, workplace interactions, drug/alcohol issues, and barriers to employment. Risk/need scores are categorized as low, moderate, or high. High risk/need indicates that the respondent reports significant issues related to employment such as obtaining and/or maintaining a job. This tool will be used to re-assess offenders' progress and determine changes in their recommended programming.

Individual Assistance/Structured Job Search: Staff and the client will complete an Employment Goal Sheet and formulate a job search plan. The Employment Goal Sheet will address potential barriers to employment, actions steps to eliminate the barrier, time frame and outcome measures. Possible barriers that will be addressed include childcare issues, transportation issues, lack of skills, sporadic work history, lack of high school credential and lack of proper documentation. Goals will be developed with the following criteria: realistic, attainable, measurable and challenging. Activities identified to achieve goals will be time specific. Client employment goals will be coordinated with the regular program activities and schedules. Follow up individual appointments will be scheduled as needed to review and revise each participant's Employment Goal Sheet. Clients will be expected to job search daily, provide verification of their

activities, and make a minimum of 20 contacts a week. Job searching can be defined as occurring by phone, computer, or in person.

Employment Readiness Training: Based on assessment results, clients are referred to Employment Readiness Training. Employment Readiness Training helps to prepare our clients to enter the work force. This is done through teacher instruction, class discussion, role plays, inclass activity; and homework all incorporating the Cognitive Behavioral Theory. The curriculum includes five sessions, each session is 2.0 hours intength. The sessions are 1) introduction to the World of Work, 2) identifying Your Skills and Filling Out Applications, 3) The Job Interview and Dealing with Negative Information, 4) Understanding the World of Work, and 5) The Job Search. The curriculum combines activities of personal reflection with research into local job and training opportunities and practice of job search skills. Participants practice basic academic skills and have the opportunity to develop underlying skills such as self-awareness; self-confidence, and critical thinking. Most activities are designed to be done in groups. Clients not only have the opportunity to learn from each other's experiences, but also practice working in a team, a skill that is increasingly important in today's work world.

Job Search Boosters: Clients will attend the sessions identified in the EARN as moderate/high risk need to reinforce what was learned in Employment Readiness Training. Job Search Boosters are one hour in length, one time a week. Topids include: Selling Your Skills, Job Seeking Interviewing, Job Matching and Retention Each session is structured to spend 15 - 20 minutes on the selected topic. The remainder of the session is for the clients to complete a worksheet where they process their job search activities for the week and role play their select situation to analyze how they may have received a better outcome. Clients are asked to provide constructive feedback to one another and incorporate their newly learned skills:

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Aftercare: Employment Aftercare is for clients that have obtained employment. It is for four weeks, one time a Week, with each session lasting one hour. These sessions will allow clients to process workplace and individual issues with peers and group facilitators reinforcing the information and skills developed in Employment Readiness Training. Also, staff will be available to assist the clients in resolving workplace issues by meeting directly with the client and employer, if applicable, in order to problem solve. This structured 'employment aftercare' program will reinforce the practical application of previously learned materials.

Length of Service: 30 - 90 days

Frequency of Sessions: 3 - 4 days a week

Total Dosage Hours Available: 18

Quality Assurance Activities: Quality Assurance activities will occur on many different levels: classroom observations, client file audits, log reviews, and monthly data reporting. Classroom observations are conducted on a quarterly basis. A supervisor will sit in on each group and complete a Classroom Observation Form, that identifies activities and teacher duties that need completed for each sessions. Observations will rate the instructor and session as: exceeds expectations, meets expectations; or needs improvement. Each client file requires a supervisor signature, to verify that all required documentation is included in the file and that all documentation is complete. Log reviews take place for each staff person, looking at one completed week of each month: Content of logs in CMIS is reviewed to include minimum details for each specific type of log. Monthly statistics are submitted each month to compile that months activities, including number of clients assessed, completed class, and successful completions.

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Note: Length of service is 30 to 60 days.

Note: Frequency of Sessions is 4-5 days per week

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6. Family and Social Support (Being with family members and the support the offender derives from them).

EPICS II: Through the use of EPICS II, the caseworker is able to identify specific people, situations, personality traits, thoughts, and/or beliefs in regard to the client's family/marital situation which have led them into trouble in the past. With this information, the client then

develops a detailed coping or avoidance plan to improve familial relationships and ensure their success throughout the program and upon release. Length of Service, Frequency of Sessions, Total Dosage Hours Available: EPICS II will be used during case management for the second and third track, the average length of time offenders will be in the program is a function of risk level. Offenders whose risk level is Low will be in the program an average of 60 days. Offenders whose risk level is Moderate will be in the program an average of 61 to 120 days. Offenders whose risk level is High will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 121 to 159 days. Offenders whose risk level is Very High will be in the program 121 to 159 days. Offenders whose risk level is considered to 150 or more days. Those participants who are transitioning from a halfway house placement will be in the program until recommended dosage hours are achieved. The frequency of case management meetings are determined based on a combination of risk level individual Program Plan goal achievement and skill acquisition. Based on these factors the frequency of case management meetings may range from 2 times per week to one time per month. As a result, individual dosage hours during case management meetings will vary based on the above factors.

Length of Service: 4 - 6 months

Frequency of Sessions: 2 times a week? has a fact the second seco

QA Practices: At minimum, program caseworkers submit weekly audio recording of their use of EPICS II skills with clients. Written feedback is provided to each caseworker on their use of EPICS II skills along with a profidency score. Once proficiency is obtained audio recording submission may be reduced to monthly or quarterly. In addition to audio recording submission program caseworkers receive a minimum of quarterly direct observation of case management meetings to ensure quality of services provided. Booster sessions are provided to program caseworkers to assist in skill acquisition and proficiency.

7. Substance Abuse (Living without reliance on alcohol and/or drugs).

Determination of Substance Abuse services received by clients is based upon the results of a substance abuse/dependence diagnosis identified from the comprehensive psychosocial Chemical Dependency assessment. All clients will have a screening/referral form completed by their caseworker within three days of their admission into their facility. The Referral/Screening form contains basic demographic information on each client and several questions which address the ODADAS standards for high risk clients (pregnancy, IV drug user, Psychiatric and Medical emergency). The chemical dependency treatment staff conducts and scores the SASSI-3 and the results of both the SASSI-3 and the Referral/Screening Form are used to determine each client's need for a comprehensive Chemical Dependency Assessment. A bio-psychosocial clinical interview is conducted by a Chemical Dependency Treatment Counselor. In addition to the CD assessment which meets all of the ODADAS standards for a comprehensive CD assessment, a level of Care Protocol is completed on each client in order to determine the most appropriate level of treatment for that client. This protocol also assesses the severity of the offender's level of impairment in the following six dimensions:

- Acute Intoxication and/or Withdrawal Potential
- Biomedical Conditions and Complications
- Emotional/Behavioral/Cognitive Conditions and Complications
- Treatment Acceptance/Resistance
- of the Relapse Potential as seeds with the entrance and other states and the control of
- Recovery Environment

The IOP curriculum relies on a cognitive behavioral appreach to teach participants strategies for avoiding substance abuse. The program places heavy emphasis on skill building activities to assist with cognitive, social, emotional and coping skill development. After almost every session homework is assigned so that participants can practice generalizing the skill.

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Length of Service: 30 - 90 days

Frequency of Sessions: 3-4 days a week

Total Dosage Hours Available: 54

Quality Assurance Practices Utilized:

Group Observation

- Glinical Supervision
 Individual Case Reviews
 Individual Client Staffing
 Unsuccessful Case Reviews
- Peer Reviews
 Spot Checks- quick file review for completeness
 Open/Closed file reviews
- Monthly Deficiency Report
 - Group evaluations completed at the end of each treatment cycle
- * Discharge summary- on clients not moving to phase three OHI Aftercare

Frequency of Sessions: 8x week - total treatment hours- 54 - plus individual sessions Note: Frequency of Sessions: 3x week - total treatment hours- 54 -plus individual sessions 1-2 hours and conjoint session for 4 hours are as a sign of the session for 4 hours are session for 4 hours are

Total Dosage Hours Available: 54 plus individual sessions1-2 hours and conjoint session 1 hour

Carrier will be sured on all significan 8. Specialized Services (Mental Health, Sex Offender Treatment, etc.); https://doi.org/10.1001/10.1001 The provider will make external referrals for those specialized services to local providers that participants are either linked with currently or make new referrals.

9. Aftercare
Aftercare: The sessions are designed to provide continued skill building and to reinforce the skills learned in their primary freatment. Clients continue to process their high risk behaviors and situations as they reintegrate back into the community through the continued use of Emergency Plan Bractice Logs, Decisional Balance Sheet, and Behavior Chains along with several others. Length of Service: 4 - 6 months

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Frequency of Sessions: Once a week Total Dosage Hours Available: 18 நக்க கண்ண நடித்த மக்க கிறக்க நடிக்க நடிக்க கண்ணிக் கண்ணிய கண்ணிய சுத்திரி

Quality Assurance Practices Utilized: Assurance and Assurance Practices Utilized:

- Group Observation
 Clinical Supervision
- Individual Client Staffing

Individual Client Stating

Spot Checks on any open file

Monthly Deficiency report

Open/Closed file review

Unsuccessful Case Review

Discharge Summary

Length of service: 3-4 months

Frequency of Sessions: Once per week for 90 minutes

Total Dosage Hours Available: 13-18 hours 09/

IV. TERMS AND CONDITIONS

1. All clients who receive services under this contract will be provided an integrated continuum of services from assessment through release. As appropriate, the provision of such services shall be based upon a risk/need assessment and responsivity, an integrated case management and monitoring system which includes development of individual case plans, case monitoring and revisions from assessment through referral or release. Individual program plans shall determine the type and frequency of programming for each client. The implementation of this integrated continuum of services shall include as determined by individual case plans; terregge at the explain of the first of the side of th

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- a) Employment verification systems;
- b) Issuance of client bus passes;
- c) Case management progress reports and reports upon discharge;
- d) Cognitive skills development:
- e) Employment and educational advancement:
- Community service internal to Oriana and in the community;

- Gase Planning, Release/Discharge Planning collaboration as required by respective courts
- 2. Oriana shall operate all programs in accordance with the requirements of the Division of Parole and Bureau of Community Sanctions and other divisions of Ohio Department of Rehabilitation and Correction, the Ohio Department of Alcohol and Drug Addiction Services, the State of Ohio Office of Oriminal dustice Services, other applicable state, federal and local laws and regulations, and as otherwise articulated in this Agreement. Oriana agrees to provide Cuyahoga County with copies of any state or local licensure applicable to programs covered by this Agreement. Both parties agree to abide by all such rules, regulations, and standards as they may be modified from time to time during the period of this Agreement. During the term of this Agreement, Oriana reserves the right to modify program service requirements within the parameters of state, federal and local law and regulation upon consultation with and approval of the appropriate Probation authority, provided, however, that any such modification will not increase the total cost as set forth in this contract.
- 3. Oriana agrees to continue to coordinate the operation of each of the programs covered by this contract with the Guyahoga County Count of Common Pleas and participating Municipal Counts located within Guyahoga County Including the respective Probation Department of each court. This continued cooperation shall include Oriana's development and provision of applications, reports and other forms required by these courts for the execution of such programs and shall include offender progress reports and notification of any termination of an offender's participation in a program covered by this Contract.
- 4. Oriana shall provide the County, upon execution of this Contract, with one (1) initial and subsequent modified complete set of each program's rules regulations, activity schedules and description of all activity content. Oriana agrees to maintain a complete file on each program covered by this Contract including evidence of participant eligibility for and all aspects of participation in, the applicable program(s). Such files shall be available for inspection upon request to each respective participating court.
- 5. Although Oriana may make specific recommendations to the Probation Department based upon specific needs of individual program participants. Oriana agrees at all times to implement sentencing as prescribed by judicial order and Probation Department directives.
- 6 The parties agree upon consultation with the Propation Department, Oriana may refuse to accept any individual for participation in any program under this Contract.
- 7. Oriana shall accept offenders for assessment and programming no later than November 4, 2013.
- 8. Oriana shall conduct the 35-point ORAS Community Supervision Tool (CST) for offenders referred to the program without a completed ORAS.
- 9. Program eligibility shall be determined by the referring agency based upon the 43 Point Rlisk score. The referring agency shall schedule the intake date within 5-7 days of referral using the agreed upon referral process.
- 10. The Case Plan is to be prepared within 14 working days of intake and a copy of such plan shall be forwarded to the supervising probation officer within one (1) business day of completion.
- 11. Participants shall begin basic programming within 3 working days of intake.

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12. Oriana shall provide bus tickets, per mutually agreed upon protocol, for any participant with transportation difficulties that serve as a barrier to participation.

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- 13. Oriana shall offer flexible hours of programming including daytime, evenings and Saturdays, to accommodate offenders with child care and employment issues.
- 14. Oriana will provide intensive case management services, including efforts at re-engagement when a participant demonstrates non-compliant behavior and/or fails to attend programming.
- 15. Oriana will contact the supervising officer within 1 business day of offender failing to report for programming was several with several and a several was several and a several was several was several and a several antion from a militario, and the first and the common committee was also seems a promise a spring co
- 16. Oriana will collaborate with the supervising officer to address non-compliance and develop an appropriate response while the state of t an appropriate a coponice.
- 18. The Day Programming Case Manager will provide at a minimum, a written monthly status update to supervising officer of each participant. Original shall provide case conference notification of all client Transition Phases to each respective court,
- 19. Oriana will provide random drug testing utilizing the Probation Department Urinalysis Laboratory (Lab); the provider will either follow Lab protocol for collecting and delivering samples to the Lab or complete a request form and direct subject to the Lab for submission. All láb results shall be shared with Oriana.
- 20. Oriana shall submit to Corrections Planning Board / Propation Department a monthly program update, to be submitted 30 days after the end of the reporting period, including a YTD total and the following fields:
- Number of referrals received from each referring Court (Common Pleas, including misdemeanors served through the Jail Reduction Program, Berea, Rocky River, and Shaker Heights)

 Number of referrals who reported for intake
- Number of referrals who began programming
 - Number of bus tickets issued
- Number of participants who complete the program successfully
 - Number of participants who complete the program unsuccessfully
 - Number of participants terminated from the program for administrative or other reasons

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- 21. Oriana will meet with the Corrections Planning Board and Probation Department staff quarterly or more often if needed.
- 22. Oriana shall maintain a database with at least the following information for each participant:
- Number of referrals received from each referring Court (Common Pleas, including misdemeanors served through the Jail Reduction Program, Berea, Rocky River, and Shaker Heights)

 - Number of referrals who reported for intake
 Number of referrals who began programming
- Number of bus tickets issued.
- Number of participants who complete the program successfully
 - Number of participants who complete the program unsuccessfully
 - Number of participants terminated from the program for administrative or other reasons and the state of t
- 23 Temporary accesses to office space for the Court's Probation Department staff will be made available on the premises.
- 24. Oriana will permit offenders to participate in and attend self-help, counseling and other programming meetings/sessions within the facility/NorthStar
- 25. Individual records shall be maintained for each offender. They will contain, at a minimum, program information and attendance.

- 26. Staff will have appropriate certification and or licensure when required to administer services provided
- 27. Oriana will assist in employment development and job searches for unemployed offenders and will assist offenders in obtaining gainful employment while at the residential facility.
- 28. Orlana shall ensure that no current or future employee providing direct offender services is under indictment, active probation, parole or supervised release for a felony offense.
- 29. Oriana and its employees shall avoid compromising relationships with offenders and the probation staff, and report any improprieties, or appearance thereof, immediately to the Court's contract administrator.
- 30. Oriana and respective courts: shall have an agreed upon protocol for the coordination of mental health care for offenders with co-occurring disorders and will make every effort to coordinate services with a offenders existing mental health service providers.

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- 31. Oriana shall immediately notify the respective courts upon the receipt of any legal process requiring the disclosure of records of program participants. The Oriana shall make available all records relating to a participant in accordance with a court order or a written request from the Municipal Courts and or Common Pleas Court Adult Probation Department Chief Probation Officer (or his/her designee) with appropriate releases of information.
- 32.3 Oriana: Agrees to abide by mutually agreed upon Day Programming procedures and processes per each respective count to the count of the country of the c

V. CONFIDENTIALITY:

- 1. The Provider shall assure that any personal or non-public criminal justice information regarding any offender or participant shall be used only for the purpose of carrying out the provisions of this Contract. Such information shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract or in compliance with directives of applicable local and state regulatory agencies.
- 2. The Provider shall assure that like exchanging, storing, processing or otherwise dealing with any information about referred participants or offenders, provider is in compliance with the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse offender records (Title 42, CFR, Part 2 and 45 CFR HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA). The Provider shall institute appropriate procedures for safe guarding such information, with particular reference to offender identifying information. In performance of this Contract, the Provider shall guarantee responsibility for protections of the confidentiality of non-public Common Pleas Court records; except as shall be required for performance of the Contract and as outlined in Item 1, above.

VI. <u>COUNTY RESPONSIBILITY:</u>

1 The Court-will provide necessary supplies for urinalysis testing for Providers utilizing the Probation Department Laboratory.

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2. On-site visits — The Court shall be permitted to observe program activities in which the offenders are participants. The Court may converse with the Provider staff funded in whole or part under this Contract, regarding issues and/or offenders covered by this Contract. The Court shall be permitted on-site inspections that shall take place at a reasonable time and will be conducted by a Common Pleas Court Adult Probation Department Supervisor, Manager, Probation Officer, and/or other individuals designated by the Court.

- 3. Accounting The Court shall have access for purpose of audit and examination to any books. documents, personnel files, papers and record of this Provider that are pertinent to subject Contract.
- 4. As required by the Bureau of Community Sanctions' Performance-Based Audit Standards, a Corrections Planning Board representative and/or Probation Department representative shall at minimum; annually conduct an on-site program evaluation utilizing the attached Group Facilitation Evaluation Form (ATTAGHMENT A)

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VII. CONTRACT TERM:

The term of this contract shall commence October 1, 2013 and continue through June 30, 2015. 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 Provider Panel 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. VIII. TERMINATION OF CONTRACT:

In the event that the Court terminates the Contract, thirty (30) calendar day advance written notice shall be given to the Provider. In the event that the Contract is terminated by the Provider ninety (90) calendar days advance written notice shall be given to the Court and the Board.

All services will be reimbursed on a fee for service basis. The fee for service will include all Contractor costs for day reporting programming. The Contractor agrees that per unit fees for programming are defined as:

- >\$281.66 per client for clients attending day programming 1-7 days per month
- >\$563.32 per client for clients who attend 8-14 days of programming per month
- >\$844.98 per client for clients who attend 15-21 days of programming per month
- *\$1,126.64 per client for clients attending day programming 22 or more days per ter and the month, the end of the first term of the control of the

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The Provider is to list Contract services, and itemized unit cost for the proposed services. If the program charges offender fees, then such fee practices shall conform to applicable local and state regulations and no offender shall be refused admission based on the mability to pay.

Χ. METHOD OF PAYMENT:

Provider agency will submit a monthly invoice to the Corrections Planning Board for services provided to offenders placed in the Program no later than the 15th day of the month following services. Each invoice will contain the following information:

- Offender Name
- Offender Number
- Date of Service
- Type of Service

The Corrections Planning Board and the Common Pleas Gourt's Halfway House Liaisons will-verify the submitted charges for accuracy and upon approval of payment for each Provider Panel agency, will process payment; through the Cuyahoga County Auditor's Office. Orlana, Inc. Attention – Accounts Department. Invoices shall be submitted to:

Corrections Planning Board, Administrator
Cuyahoga County Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland Ohio

XI. MANDATORY INSURANCE REQUIREMENTS CONTROL OF THE RESERVE OF THE PROPERTY OF

The contractor shall produce maintain and pay premiums for the insurance coverage and limits of liability indicated below with respect to products, services, work and/or operations performed in connection with this Contract

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Mandatory:Insurance:Requirements of the property of the proper

The following three items (Worker's Compensation Insurance; Commercial:General Liability Insurance, and Business Automobile Liability Insurance) are all mandatory requirements unless otherwise specified.

(a) Worker's Compensation Insurance as required by the State of Ohio. Such insurance requirement may be met by either purchasing coverage from the Ohio State Insurance Fund or by maintaining Qualified Self-Insurer status as granted by the Ohio Bureau of Workers Compensation (BWC).

For Contractors with employees working outside of Ohio Worker's Compensation and Federal laws as applicable including Employers Liability coverage with limits of liability not less than:

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\$1,000,000 each accident for bodily injury by accident;

\$1,000,000 each employee for bodily injury by disease; agreed appropriate to the second and the

\$1,000,000 policy limit for bodily injury by disease.

The last transfer was alled to the last of the National Council on Compensation Insurance Shall be written on the National Council on Compensation Insurance shall be written on the National Council on Compensation Insurance (NCCI) form: or its tequivalent as the same was transfer to the same as the same a

(b) Commercial General Liability Insurance with limits of liability not less than:

on enconcil deprivate programa (el francion, en la calle de résidence en la écoloque encoloque de sociales de l

\$1,000,000 each occurrence bodily injury & property damage;

体の記録 (\$集000,000 personal & advertising injury; はおおおに オタラウェルデール はいまかって しょうご

\$2,000,000 general aggregate;

\$2,000,000 products/completed operations aggregate.

Such insurance shall be written on an occurrence basis on the Insurance Services
Office (ISO) form or its equivalent. In the alternative, the insurance may be written on
a claims made basis with an adequate retroactive date agreed to by the County.

(c) Business Automobile Liability Insurance covering all owned, non-owned, hired, and leased vehicles. Such insurance shall provide a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

Such insurance shall be written on an occurrence basis on the insurance Services Office (ISO) form or its equivalent. In the alternative, the insurance may be written on a claims made basis with an adequate retroactive date agreed to by the County.

Note: If the services required under this Contract include the repairing, servicing, parking or storing of vehicles, then the following insurance coverage shall also be required:

Garagekeepers Legal Liability Insurance with a limit of not less than \$1,000,000 combined single limit (bodily injury & property damage) each accident.

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(d) Umbrella/Excess Liability Insurance with limits of liability not less than:

\$1,000,000 each occurrence
\$1,000,000 getteral aggregate
\$1,000,000 products/completed operations aggregate

Such insurance shall be written on an occurrence basis and shall sit in excess of the limits and terms set forth in the preceding items (a)-(c). In the alternative, the insurance may be written on a claims made basis with an adequate retroactive date agreed to by the County.

(e) Errors & Omissions Liability Insurance providing coverage for claims arising out of the provision of design, architectural, engineering and/or other professional services with a limit of liability not less than:

**Such insurance may be written on either an occurrence or claims made basis.

However, if written on a claims made basis, the claims made retroactive date on the policy shall be prior to the commencement of any design, architectural, engineering or other professional activity related to this Contract.

Insurance Coverage Terms and Conditions

The insurance policies of the Contractor required for this contract, with the exception of the All Risk Equipment Insurance and Errors & Omissions Insurance, shall each name the "County of Cuyahoga, Ohio and its employees" as an Additional Insured and shall contain the following provisions:

- (i) Thirty (30) days prior notice of cancellation or material change;
- (ii) A waiver of subrogation wherein the insurer(s) waives all rights of recovery against the County.

The insurance required for this contract shall be provided by insurance carrier(s) licensed to transact business and write insurance in the state(s) where operations are performed and shall carry a minimum A.M. Best's rating of A VtI or above.

These insurance provisions shall not affect or limit the liability of the Contractor stated elsewhere in this Contract or as provided by law.

The Contractor shall require any and all of its subcontractors to procure, maintain, and pay premiums for the insurance coverages and limits of liability outlined above with respect to products, services, work and/or operations performed in connection with this Contract.

The County reserves the right to require insurance coverages in various amounts or to modify or waive insurance requirements on a case-by-case basis whenever it is determined to be in

the best interest of the County; so the speciments of the second second

If the Bid/Proposal/RFQ specifies the need for higher limits of liability for any applicable insurance provision, the Bid/Proposal/RFQ specifications shall govern.

The Contractor shall furnish a Worker's Compensation Certificate and Certificate of Insurance evidencing the insurance coverages required herein are in full force and effect. Acceptance of a non-conforming certificate of insurance by the County shall not constitute a waiver of any rights of the parties under this Contract.

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XII. INDEMNIFICATION:

The Provider agrees to protect defend, indemnify and hold the Agency, the County of Cuyanoga, Ohio, their officers, employees and agents, free, clear and narmiess 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 Provider, negligent or otherwise, and its employees officers, agents, or independent contractors. The Provider agrees to pay all damages, costs and expenses of the County the Agency(s), officers, agents, and employees in defending any action arising out of the aforementioned acts or omissions.

Provider acknowledges that, as an political subdivision of the State of Ohio, the County does not indemnify any person or entity. Provider agrees that no provision of this Contract or any other contract or agreement between Provider and the County may be interpreted to obligate the County to Indemnify or defend Provider or any other party.

XIII. ANNUAL APPROPRIATIONS:

All of the County's obligations under this Contract are contingent upon the County Council's appropriating the funds on an annual basis necessary for the continuation of this Contract in any contract year. In the event the funds necessary for the continuation of this Contract are not appropriated or approved, the County will notify the Provider of such occurrence in writing. This Contract shall thereafter terminate and be rendered null and void on the last day of the last fiscal period for which appropriations were made. Such termination is made pursuant to and in accordance with the terms of this Contract and shall not be considered to be a breach or default on the part of the County, and shall not result in the County having liability to the Provider or any third party for any penalty, liability or any other expense.

XIV. <u>ELECTRONIC SIGNATURE</u>:

By entering into this contract I agree on behalf of the contracting not-for-profit corporation, 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.

XVI. GOVERNING LAW

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. Provider 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. 響機能性性によりましたが、House Complete Complete Manager (中国 Experience Manager) and the company of the same of the contract of IN WITNESS WHEREOF, the Cuyahoga County Common Pleas Court / Cuyahoga County Corrections Planning Board and the Oriana Inc. through the County of Cuyahoga, Ohio execute this Contraction this <u>the least and day</u> of <u>the least and 2</u>014 globed with the first period and the Application and process and the finite complete and above a finite of a consideration of the consideration and the consideration of the consideration and A MELLO OF LEROY THE THE RESERVE County of Cuyahoga Ohio County Executive Edward 5/20 Separd 50 unity Executive Date Date Official Inc. The wrongs suggest (reproductive and a few states of the first states of the second states of Court Administrator

Cuyanoga County Common Pleas Court Participant of marchine on some interpretations of a second Contra transport and the state of the state erce 10-16-13 Date Maria Nemec Board-Administratory and control income and the arm the arm of the configuration of the collection of Corrections Planning Board 1/4 of the Annie of the Control of the are the Device of all the contract of albil geleber il severili, il rimpia troccioni e receptificación adur (c. 16. de, a abija log rigidar gen in the transfer of the larger of the second The legal form and correctness of this Contract is hereby approved: A set to see the second to your contract to second to see the second to see Eaw Department a second residence as the second relation of the transfer of the second relationships County of Guyanoga, Ohio The state of the s Majeed G. Makhlouf, Director of Law SARAH D CAMMOCK, ASSISTANT LAW DIRECTOR BOUGHERH LERONITA CO. ammic 29afalt D4 Caramock, Assistant Director of Law Date: Market Control of Character Chara ik se sili mer bassahik an repesili pasasasa wa of the within a part of particle of the or the old for wall being and the first of the first of the contraction of the analysis of the analysis of the first of the first of the and and a contract of the cont 1 . 1,11, 4 Kapada (j. 1975.) Barandara (j. 1986.)

additional departments produced in the contract by the entire state of

ATTACHMENT B

GROUP FACILITATOR EVALUATION FORM

Class Name:			المستحسب	Session Observed:
Date Session Observed:		· ·	:	Length of Session:
Number of Participants:	i i grandani Mijipadanini	•		Class Facilitator(s):

The following items should be assessed for staff-delivering a group intervention. For each item on this form, decide if the staff member is "very satisfactory" (2)—there are no recommendations for improvement in this area, "satisfactory" (1)—item was met, but there is some room for improvement, or "needs improvement" (0)—coaching/direction is needed. This assessment should be scored during observation of group or when watching a video-taped session. The total score for each sub-definatin should reflect an average rating for this section by-dividing the number of points earned by the number of items scored in that section (excluding items marked N/A). This average rating should range between 0 and 2. The overall group rating is the average rating for the entire group. The average sub-domain and overall rating provides a measure of progress for facilitators.

128 AL	Control of the property of the second propert	ION SKILL I	had assessment of the second o	Needs Improvement=0	COMMENTS
			danam else ar destablic	Not Applicable=N/A	
	GROPESTRUZZUREZ				
1.,	Group setting is appropriate free of distractions, reasonably	e (group space is o comfortable, alio	onducive to learning, i.e. ws for confidentiality)	tulia e o gyvi	er er en
2.	Is prepared for the session prepares for any modeling exe	(handouts prepare roises, etc.)	l, clear about session topic,	er e e e e e e e e e e e e e e e e e e	
3,	Has and follows a group m	anual	No.		
4.	Incorporates homework rev verbally/in writing and constru	view (participants totive feedback is	report out on homework provided)		on du Succession de Augustation de de la company de la compa
5.	Involves all participants in	group discussio	a and activities		A Company of the Comp
6.	Both facilitator and co-facil group material	litator participat	e in delivery of the	was a second of the second of	and the second s
ą.	Makes good use of group to good pacing, stays on task, cor	me (i.e., meaning	ful activities/discussion,		
.8.	Uses visuals to help teach to board)	concepts (e.g.(hai	douts, Dipohart, dry state:	Year and the second	
			(ructure/Format Rating	Total points = -	Avg rating (Yotal points / # of items)
8	BACILITATORKNOW	4 10 10 10 10 10 10 10 10 10 10 10 10 10	Section of the sectio		
1.	Demonstrates clear underst model (e.g. understands CBT skill use at check-in)	anding of the co concepts, applies	gnitive-behavioral thought/behavior link and		manama kan di Hawai di Panama La California di Amara di A
2.	Uses cognitive restructuring	g techniques, w	iere applicable		
3	Displays pro-socia! thinking	g and behivior	Print Levis Court Server	Server of the se	
:4,	Does not make or reinforce or remarks (i.e. laugh or agre-	derogatory/ant/ e with antisocial o	social comments, jokes		
5.	Attempts to address respon- language, comprehension level	sivity issues/par , culture, transpor	ticipant barriers (e.g., ation, physical disability)		ng transport (kan per and) transport na na na na na
б.	Generally uses a solution-fe	ocused/problem	solving approach		
	Overall'.	Facilitator Kno	wledge/Modeling Rating	Total points = -	Avg rating (rotal points / 8 of items)
CI	TEACHING SKILLS	0 - A 18 - V	att till som som		
J.	Tenches-Introduces the sk for the group to explore skill/technique	cili/technique a the relevance	nd provides opportunity and usefulness of the		
	7		<u></u>		

2.	Models—Facilitator demonstrates technique or skill steps to participants			t Brend je da
3.	PracticesAll participants involved in the practice or role play of the skill steps/technique being taught	n d		pa
4.	FeedbackProvides constructive feedback to participants practicing the skill or technique (facilitator and participants provide feedback)			
		Vers	Satisfactory=2	COMMENTS
	FACILITATION SKILL ITEMS	Si	eristactory=1 Needs	The State of State of the State
.;;	PACIES I ATTON SKILL ELEMS	Im	provement=0 Applicable=N/A	
5	Assigns homework to allow for skill practice outside of group setting.			
6.	identifies and addresses participants' individual skill deficits using a cognitive-behavioral approach			Residence of Association
***	Overall Teaching Skills Rating		points =	Avg rating (Total points / # of Bules)
D	BEHAYKORMANAĞEMENT			
-	Establishes group norms (verbal or written) and refers to the norms	3440.68	endo-en-design	
	as needed			整個表現系線響を持ちた。また。 このましたという。
2.	Recognizes anti-social thinking and behavior	11152.3	a ya emi waya in mate	adiotection of the adiabatic and adiabatic a
3.	Effectively addresses anti-social thanking and behavior			
4.	Able to redirect/correct behavior without alienating participants			
5.	Provides appropriate reinforcement of pro-social thinking and behavior			
σ.	Verbal praise/reinforcement is used at a high frequency			egengi in the first of the control o
7.	Verbal praise is specific to the targeted behavior (i.e. facilitator explains the specific behavior being reinforced)			
8.	Facilitator generally has good group management techniques			endadae dispersion
••••••	Overall Behavior Management Rating	Total	points=	Avg_rating_(read points / # of items)
T.	COMBULICATION			
į.	Communicates to the participants in a respectful manner			
2.	Provides information to the group in a clear and concise manner (e.g. provides relevant examples, illustrations, definitions, etc.)	perior transa no sta a		
3.	Uses reflective listening and acknowledges participants' contribution to the group discussion	- 8 · · ·		Court Symbol Social
4.	Uses open-ended questions to engage the group in discussion and summarizes key concepts of session			
5.	Responds to participant questions in an effective manner			
	Overall Communication Rating	Tota	points=	Ayg.: rating. (Total points / # of items)
r.	INPERTERSONAL CHARACTERISTICS			
l.	Has rapport with participants		· · · · · · · · · · · · · · · · · · ·	
2.	Engaging with participants (i.e. shows interest and enthusiasin for material/group, uses humor where appropriate)			
3.	Accepts differing viewpoints (i.e. does not impose personal values on participants)			
4.	Avoids argumentation/power struggles			LANGE TO
	Overall Interpersonal Characteristics Rating	Tota	points=	Avg rating (Total rolles / # of items)
	OVERAGE AVERAGE GROUP RATING (total points/total literns)	21 SEE		

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Areas for training or growth:	<u> </u>	
	i.	
-		
Evaluator Signature/Title:	Review Date:	
Facilitator Signature(s):		
GROUP OBSERVATION NOTES:		
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