

MEMORANDUM OF UNDERSTANDING

Between
Dallas County Community Supervision & Corrections Department
(CSCD)

And

Service Provider

1. PURPOSE:

This Memorandum of Understanding (MOU) entered into by and between DALLAS COUNTY COMMUNITY SUPERVISION AND CORRECTIONS DEPARTMENT

(CSCD) and _____ (Service Provider) for consideration of referring clients who are under the supervision of CSCD to Licensed Sex Offender Treatment Providers (LSOTP) for outpatient sex offender counseling and ancillary services, including polygraph and plethysmograph services. Participation in this MOU is completely voluntary, and referrals are in no way guaranteed. Courts, judges and attorneys can and shall continue to refer and utilize service providers at their discretion; however, when referrals are made as part of a DCCSCD officer's duties, the officer shall make referrals to service providers with whom the department has written agreements.

2. TERM:

- A. The initial term of this MOU will be for three (3) years from the date of CSCD's signature.
- B. After the initial term, this MOU will be automatically renewed for subsequent one (1) year terms under the same terms and conditions unless one or more of the parties hereto decline to renew this MOU, or the MOU is terminated sooner pursuant to the terms of this MOU.

3. RELATIONSHIP OF PARTIES:

Service Provider is an independent agency and not an agent, servant, joint enterprise or employee of the CSCD. Service Provider represents that it has, or will secure at its own expense, all personnel and consultants required in performing the services herein. Such personnel and consultants shall not be employees of or have any contractual relationship with CSCD.

4. ORDER OF PRECEDENCE:

In the event of any inconsistency between the provisions of this MOU and any contracts with CSCD, it is agreed by all parties that the contracts shall take precedence.

5. SCOPE OF WORK:

Services: The SERVICE PROVIDER shall, in accordance with the terms of this AGREEMENT, provide all necessary personnel, equipment, materials, supplies, facilities, and services (except as may be furnished by the DEPARTMENT as specified in writing as part of this AGREEMENT) and do all things necessary for, or incidental to, the provision of the services listed as follows:

Group Therapy	for a 45 minute to one (1) hour session
Individual Therapy	for a 45 minute to one (1) hour session
Assessment (Individual)	per evaluation
Polygraph (English)	per test
Plethysmographs	per test
ABEL	per evaluation
Chaperone Program	per supervised contact

Sex Offender Treatment Services Minimum Requirements: The SERVICE PROVIDER is expected to follow all guidelines, rules, and regulations outlined by the Council for Sex Offender Treatment as well as all guidelines provided by their licensing agency (i.e. Board of Psychologist, Board of Licensed Professional Counselors, etc.). All direct service providers must be Licensed Sex Offender Treatment Providers (LSOPT) within the State of Texas. Therapist may be co-facilitators of a group only if they are pursuing licensure as a therapist (any of the licensed professions outlined in the Affiliate Sex Offender Treatment Provider (ASOPT) and/or licensure as an Affiliate Sex Offender Treatment Provider. All treatment plans and monthly progress notes must be signed/co-signed by a Licensed Sex Offender Treatment Provider. Treatment providers are expected to actively involve supervision officers in the management of clients through both written and verbal communication regarding the client's participation in treatment.

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ASSESSMENT

Written policies and procedures shall ensure the following:

- a. Assessments shall be completed prior to the initiation of treatment in order to provide information necessary to develop an individualized treatment plan; an assessment and treatment plan must be completed within 30 days of the initial interview.
- b. As outlined by the Council on Sex Offender Treatment, comprehensive assessment of probationers should include, but is not limited to intellectual functioning, mental status, medical history, self-destructive behaviors, psychopathology and personality characteristics, family history of violence and aggression, interpersonal relationship, cognitive distortions, social competence, impulse control, substance abuse, denial, sexual behavior, and sexually deviant behavior. Assessments should outline probationers' strengths as well as their weaknesses.
- c. Assessment must include a clinical interview by a Licensed Sex Offender Treatment Provider or someone under their direct supervision as outlined by the Council on Sex Offender Treatment in the supervision requirements for Affiliate Sex Offender Treatment Providers.
- d. Assessments should include the use of all necessary testing materials (i.e. MSI, MMPI-2, etc.) in order to provide a comprehensive assessment. Use of instruments such as polygraph, plethysmographs and or ABEL shall be initially completed at the earliest possible time in order to provide baseline data on the offender. NOTE: ABEL may be substituted for a semi-annual plethysmograph, if approved by CSCD.
- e. When outside service providers are used to provide additional assessment, treatment or supervision (i.e. Chaperone Program.), THE SERVICE PROVIDER SHALL REQUEST A REFERRAL FROM THE CSO.

TREATMENT

Written policies and procedures shall ensure the following:

- a. All sex offenders will receive an orientation process to sex offender treatment, including coverage of the rules of the program, the requirements for successful completion of treatment, and the consequences for failing to abide by the program (i.e. unsuccessful discharge after excessive absences, etc.). All rules shall be in writing and signed by the probationer to acknowledge receipt and understanding.
- b. As current research suggests that cognitive-behavioral approaches that utilize group treatment may be the most effective treatment, SERVICE PROVIDERS are expected to utilize this type of treatment until research demonstrates the efficacy of other forms of treatment. However, other forms of treatment may be used as adjuncts to the group format. Treatment programs shall at a minimum require weekly attendance at group

meetings. Groups shall not exceed 12 members. Staff to client ratio shall be small enough to ensure adequate treatment of clients.

- c. The typical treatment plan is two (2) hours per week of group therapy and one (1) hour of individual counseling per month. Requirements for additional group or individual counseling hours per week must be outlined and justified in the individual treatment plan and approved in advance by the CSO. If more than one group hour is to be provided by the LSOTP on the same day, clients and supervising officers must be notified in advance.
- d. Treatment providers shall notify the community supervision officer within three (3) business days if a sex offender misses a treatment session.
- e. Treatment programs shall include coverage of generally accepted principles in sex offender treatment as outlined in professional journals and by the Council on Sex Offender Treatment including but not limited to denial, sexual arousal, cognitive distortions, life skills, victim empathy, and relapse prevention. Biomedical approaches shall also be considered when appropriate.
- f. For those individuals who exhibit additional psychiatric problems (i.e. depression, substance abuse, etc.) treatment programs shall ensure that such issues are being addressed via notification to the CSO about needs for additional treatment. If such treatment is to be provided by the sex offender treatment provider, such treatment shall be justified in the individual treatment plan and approved in writing by the designated CSCD mental health professional through the CSO prior to the initiation of such treatment.
- g. If transfer to another treatment program is requested or required, such transfer shall be made in accordance with the Recommended Guidelines for the Inter-program Transfer of Sex Offenders. A copy of these guidelines may be obtained from the Council on Sex Offender Treatment.
- h. A service provider shall not use any employee who has been determined by DCCSCD for any reason, to be inappropriate, for any service provided to any offender.
- i. A service provider must maintain a fixed physical address in which they conduct their programs. This location cannot be a private residence or a temporary location such as a hotel conference room. Multiple locations are acceptable if they all meet these requirements.
- j. A service provider must post in view of all participants the applicable licenses of all professional staff and the facility/agency if applicable.
- k. A service provider must maintain a telephone number at which DCCSCD staff and/or probationers can contact them during DCCSCD operating hours. Voice mails left at this

number must be returned by the service provider within three (3) business days of receipt.

- l. A service provider must provide a probationer with a written receipt for each payment made to the provider by the probationer.
- m. A service provider must attempt to ascertain the identity of any probationer attending programs at their agency at the time of initial intake through the best available means (photo ID, etc.).
- n. The service provider agrees to maintain all records for referred clients. The service provider agrees to provide DCCSCD access to all records of referred clients upon request.
- o. No offender referred by DCCSCD to the service provider for a specific program may be referred to another service provider or to another program within their agency without first obtaining prior permission from the supervising officer.
- p. The service provider shall have a proper release of information signed by the offender to allow the provider to communicate with DCCSCD staff.
- q. The service provider shall provide monthly Progress Reports to the community supervision officer (CSO) by the 10th day of the following month for all services.
- r. If an offender fails to attend any appointment, the service provider shall contact the CSO within three (3) business days; and subsequently advise the CSO of any rescheduled appointment.
- s. The service provider must provide the supervising CSO with a copy of the initial treatment or program plan signed by the offender and the service provider. The treatment plan must include an outline of treatment goals and expectations as well as criteria for completion.
- t. The service provider shall notify the supervision officer of any and all program non-compliance violations, e.g., failure to complete course requirements, missed appointments, failure to participate, or incidents occurring during the course of the program, within three (3) working days of the occurrence, along with written notification of any sanctions imposed.
- u. The service provider shall not terminate an offender from a program (for non-compliance reasons) without utilizing the staffing process by phone or in person. The service provider shall notify the CSO within three (3) business days of any termination for non-compliance after completing the staffing process with the CSO via phone, person, or mail.

- v. The service provider agrees to maintain signature logs for all services performed. The log must contain a description of the specific service performed, the start and end time of each session time, the date of service, and must be signed by the counselor/instructor as well as the client. Signature logs for all services must be maintained for a minimum of three (3) years from the date of client admission.

POLYGRAPH EXAMINATIONS

Clinical polygraph examinations may be included as a treatment component in the supervision of sex offenders. If included in the treatment plan, certain minimum guidelines must be followed. Those guidelines are, but are not limited to, the following:

- a. The polygraph examiner must be specifically trained in clinical polygraph examination of sex offenders and in the issues associated with supervision and treatment of sex offenders, as approved by the Texas Council on Sex Offender Treatment.
- b. The polygraph examiner must hold a current Texas Polygraph Examiners License in accordance with the Texas Polygraph Examiners Act.
- c. The objective of the polygraph examination shall be as a diagnosis tool.
- d. All polygraph examinations must include the use of control questions for comparison and diagnosis purposes in forming opinions of No Deception Indicated (NDI), Deception Indicated (DI), or Inconclusive (INC).
- e. No more than five relevant questions (those pertaining to the issue under investigation) per examination may be asked, regardless of the examination procedure selected; single issue examinations are preferred over multi-issue examines.
- f. The format for a sex offender polygraph examination shall be:
 - 1) the specific issue examination for instant offense, resulting in conviction (denial of guilty to the offense(s) for which convicted);
 - 2) disclosure examination to assist therapists and/or supervising officer in evaluating denial in order to enhance the effectiveness of treatment and supervision programs;
 - 3) sexual histories examination to inquire about sexual histories, therapeutic issues, and sexual deviance prior to the time of conviction;
 - 4) monitoring and maintenance examination to deal with issues of violation of the conditions of community supervision, to discover the commission of additional, yet unidentified sexual offenses, and/or to aid in reducing the probability of recidivism.

- h. The polygraph examiner shall make all polygraph results, tracings and other related data for each examination available to the Department upon our request.
- i. ALL POLYGRAPH REFERRALS WILL BE MADE BY CSCD OFFICERS IN COLLABORATION WITH TREATMENT PROVIDERS.

PLETHYSMOGRAPH (Phallometric Assessment)

Plethysmograph may be used as a biofeedback measure to analyze the sexual arousal patterns of sex offenders. If this type of assessment is used, SERVICE PROVIDER must adhere to the following minimum standards:

- a. Detail information about the procedure to the offender;
- b. Standardize instructions to the offender;
- c. Use audiotapes as the preferred stimulus modality;
- d. Calibrate equipment for each offender before and after the session;
- e. Give adequate time for offender to become flaccid before presentation of stimulus;
- f. Instruct offender to self-report his estimated level of arousal after each stimulus;
- g. Debrief offender upon conclusion of the session;
- h. Use FDA approved testing equipment;
- i. Make plethysmograph tracings, conclusions, and other data related to a specific session available to the Department upon our request;
- j. Conduct no more than one separate assessment per 180-day period on the same offender unless a significant reason exists for more frequent testing.
- k. ALL PLETHYSMOGRAPH REFERRALS WILL BE MADE BY CSCD OFFICERS IN COLLABORATION WITH TREATMENT PROVIDERS.

6. OBLIGATIONS OF THE SERVICE PROVIDER:

- A. Service Provider shall provide, at no cost to CSCD, the facility where program services will take place. The facility must at all times, be in compliance with all applicable City, CSCD, State and Federal codes and ordinances. Service Provider must request in writing and receive prior written consent before relocating the Program.

- B. Service Provider shall provide, at no cost to the CSCD, all materials, equipment and durable goods necessary to fulfill the obligations of this MOU.
- C. The service provider agrees to conduct pre-employment and annual criminal background checks on all employees, contractors and volunteers having direct contact with clients or access to client records. The results of the criminal background checks must be available for DCCSCD review and must ensure that all employees, contractors and volunteers meet the following criminal background requirements:
 - 1. No Felony convictions (including Deferred Adjudication cases) within the past five (5) years or supervision for any Felony cases through a Community Supervision and Corrections Department (including parole) within that timeframe.
 - 2. No Class A or B Misdemeanor convictions (including Deferred adjudication cases) within the past two (2) years or supervision for any Misdemeanor cases through a Community Supervision and Corrections Department (including parole) within that timeframe.
 - 3. No history of any Texas Penal Code Title 5 offenses- Offenses against the Person, including sex offenses.
 - 4. Immediate notification of DCCSCD upon arrest of any employees or staff for offenses above a Class C Misdemeanor.
- D. Service Provider must maintain records documenting that these checks have been conducted and make those records available to DCCSCD upon request.
- E. Service Provider agrees to maintain a file for each client from the time of enrollment. The client file information shall include all of the documentation and reports associated with the provision of services detailed below
- F. Service Provider shall cooperate with the DCCSCD in the on-going operation of the Program. This cooperation shall include but is not limited to: maintaining contact and promptly furnishing requested and required information to Probation Officers and all other DCCSCD staff assigned to the Program; and granting access to Client records and Program documentation, as requested by DCCSCD.
- G. Testify in court when requested by the court, DCCSCD, or the District Attorney's office. No remuneration for such testimony, such as travel time or hourly wages, shall be paid by DCCSCD.

- H. Failure to comply with any of these clauses or any other requirements specified herein will put Service Provider in default of this MOU and may result in immediate termination of this MOU and ineligibility for referral consideration by CSOs.

7. COST:

This program is a client pay program. The service provider will be solely responsible for any and all expenses associated with the provision of these services. **Dallas County CSCD is not responsible for any payments whatsoever for this or any associated services.** Since all services described in this agreement are entirely self- paid by the client, service providers assume full responsibility for any costs associated with these services. It is solely the service provider's responsibility to collect fees for these services from the clients.

8. EXAMINATION OF PROGRAM AND RECORDS:

- A. Service Provider agrees that it will permit CSCD to examine and evaluate its program and services provided under the terms of this MOU and to review client records. This examination and evaluation of the program will include unscheduled site visits, observation of Program in operation, interviews, and administration of questionnaires to clients and staff of the Service Provider.
- B. Service Provider shall maintain documentation in Client's case file that Services are being provided to the Client including client payment records.
- C. Service Provider agrees to maintain these records for a minimum of five (5) years after the clients discharge from the program.

9. LICENSING:

All licenses, legal certifications or inspections required for the Services, facilities, equipment, or materials, and all applicable State and Federal laws and local ordinances must be complied with by the Service Provider. Failure to comply with this requirement shall be treated as a default.

10. ASSURANCES:

- A. Service Provider agrees to establish safeguards to prohibit their employees and agents from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

- B. Service Provider assures that no person will, on the grounds of race, creed, ethnicity, disability, national origin, gender, religion, sexual orientation, political affiliation or beliefs, be excluded from, be denied the benefit of or be subjected to discrimination under any Program or activity funded in whole or in part under this MOU.

11. NO OBLIGATION:

In no event shall this MOU be construed to obligate the CSCD to place alleged or adjudicated juvenile offenders in Service Provider's Program.

12. INSURANCE AND INDEMNIFICATION:

Service provider shall indemnify and save the CSCD, the Texas Board of Criminal Justice, the Texas Department of Criminal Justice, the State of Texas, and its officers, agents and employees (hereinafter, collectively referred to as the "State") harmless from and against any and all claims arising from the conduct, management or performance hereof, including, without limitation, any and all claims arising from any condition herein or arising from any breach or default on the part of SERVICE PROVIDER in the performance of any covenant or agreement on its part to be performed, or arising from any act of negligence of SERVICE PROVIDER, or licensees or arising from any accident, injury or damage whatsoever caused to any person, firm or corporation and from and against all costs, reasonable attorney's fees, expenses and liabilities incurred in or about any such claim, action or proceeding brought against the State by reason of any such claim. In any such action brought against the State, SERVICE PROVIDER, upon notice from the State, shall defend against such action or proceeding by counsel satisfactory to the State, unless such action or proceeding is defended against by counsel for any carrier of liability insurance provided for herein. The aforementioned indemnification shall not be affected by a claim that negligence of DEPARTMENT, the State, or their respective agents, Service Providers, employees or licensees contributed in part to the loss or damage indemnified against.

General Liability insurance - Service Provider shall, at all times during the term and at its own expense, keep in full force and effect, comprehensive general liability coverage with minimum limits of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)** on account of bodily injuries to, or death of one person (each occurrence) and a General Aggregate of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)** for any one (1) occurrence.

13. TERMINATION CLAUSE:

No contractual relationship exists between DCCSCD and the provider for services enumerated above. The existence of a contract between DCCSCD and the

provider for other specific services shall have no effect on the requirements established in this document.

Referral of offenders to the service provider by DCCSCD is entirely discretionary on the part of DCCSCD. Becoming an approved provider for Dallas County CSCD is on an **at will basis**. This means that DCCSCD approved providers are not employees and are free to cease being a provider at any time, for any reason or no reason, without contractual obligation. Likewise, the DCCSCD is free to terminate a provider's approved status at any time, for any reason, or for no reason, without contractual obligation. Providers have no property interest in their relationship with the department. Both the provider and DCCSCD may terminate this agreement at any time without cause upon delivery of written notice to the other party.

This document and the provisions contained in it are intended only as guidelines, and should not be understood to create a contract of employment or any property interest in employment. No agreement or promise regarding a provider's approved status is binding on the DCCSCD. The provisions in this document supersede any conflicting statements made by management, and the DCCSCD has the right to change the provisions of this document at any time, without prior notice.

By signing this document, the provider for services acknowledges that compliance with the terms of this MOU does nothing more than determine its eligibility to receive referrals from the DCCSCD. The service provider acknowledges:

- a. That it has no expectation of receiving any referrals from DCCSCD staff;
- b. That DCCSCD is not responsible for lost revenue or any other business loss in the event the service provider does not receive referrals from DCCSCD staff for any reason;
- c. The DCCSCD Director is the final authority in decisions to approve, not approve, or remove a service provider from the approved list of DCCSCD service providers.
- d. Any service providers knowingly making fraudulent claims, failing to disclose criminal backgrounds or providing falsified records or documentation to CSCD may be barred from any future listings as DCCSCD providers and may be referred to the District Attorney's Office for review. Furthermore, serious ethical violations, such as inappropriate relationships with clients, fraudulent billing etc. will be reported to the appropriate licensing authorities and may result in service providers being barred from making application to provide services.

14. APPROVED:

The undersigned parties agree to faithfully perform their responsibilities contained in this agreement, including all attachments. It is mutually understood that this agreement shall not become effective until approved by both parties involved.

Authorized Signature
Service Provider

Date

Authorized Signature
DCCSCD

Date