

INTERAGENCY AGREEMENT

Between

THE CUYAHOGA COUNTY CORRECTIONS PLANNING BOARD

and

CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

Cuyahoga County Offenders with Developmental Disabilities (DD) PROGRAM

This interagency agreement made and entered into this _____ day of _____, 2013 by and between the County of Cuyahoga, Ohio (the "County"), on behalf of the Cuyahoga County Corrections Planning Board ("Corrections Board") and the Cuyahoga County Common Pleas Court (the "Court") with the Cuyahoga County Board of Developmental Disabilities (the "Board"), a county agency located at 1275 Lakeside Avenue, Cleveland, Ohio 44114, and the Cuyahoga County Corrections Center (the Corrections Center"), a county agency located at 1215 West Third Street, Jail II, Cleveland, Ohio 44113. The purpose of the agreement is to provide shared funding for one full-time Forensic Liaison position, for the Offenders with Developmental Disabilities (DD) Program. This shall be interpreted as thirty-seven point five (37.5) hours of time dedicated to the Developmental Disabilities Program per week.

In consideration of the provisions of this contract and the mutual covenants and promises set forth therein, the parties agree as follows:

I. **Term:** The provisions of this Contract shall become effective on, July 1, 2013 and shall remain in force and effect up to and including June 30, 2014.

II. **Conditions of the agreement:**

- A. The Forensic Liaison shall be selected and employed by the Board. The full-time DD Program Forensic Liaison shall provide services to the Offenders with DD Program at least 2 days per week and to the Cuyahoga County Corrections Center at least 2 days per week, for 7.5 hours per day for the period of the contract. The full-time Forensic Liaison will dedicate no less than 35 hours per week to the Program. This schedule shall be created through mutual agreement by the Board, DD Program probation staff, the Corrections Center and the Court, and shall be subject to revisiting within the parameters of the contract by written request.
- B. The Forensic Liaison shall provide services to the Court and the Corrections Center as described in Attachments A and B., outlining their applicable job responsibilities and duties. This includes the preparation and delivery a semi-annual activity report. Said Attachments are fully incorporated herein by reference.
- C. The Forensic Liaison shall work under the supervision of the Board and shall be maintained as Board employees and have office space at the Board. The Court and/or the Corrections Center shall provide the Forensic Liaison ready access to a desk, telephone, and workspace, as required. The Forensic Liaison will also be provided with access to the Internet and a phone line in order to connect to the Board's Database.

- D. The Board shall provide the Court and the Corrections Center with the name, title, experience and qualifications of the Forensic Liaison selected for this position. Each Forensic Liaison shall also be responsible for maintaining all licensing requirements relevant for the position.
- E. Representatives from the Board, the Court and the Corrections Center agree to monitor and evaluate the services provided by the Forensic Liaison and make recommendations to the Superintendent of the Developmental Disabilities Board, the Director of the Corrections Center and the Chief Probation Officer for consideration of renewal prior to the expiration of this contract.
- F. The Board agrees to serve as the fiscal agent for the disbursement and monitoring of funds.
- G. The Board, the Court, and the Corrections Center hereby acknowledge that its employees agree to maintain the confidentiality of all non-public offender records that may be accessed by any of the parties or their employees in the performance of this agreement. Program records shall be kept in a secured location in order to ensure their protection.
- H. The Board will continue to provide services to Board eligible offenders outside this contract.

III. Procedures for Payment

- A. The Corrections Planning Board agrees to provide up to \$32,200.00 annually in Community Corrections Act funds for the period beginning July 1, 2013 and ending June 30, 2014 for the Forensic Liaison position. The Board agrees, at a minimum, to match \$32,200.00 for each fiscal year of this agreement and shall be responsible for any additional employment costs incurred as a result of this agreement. WHEREAS, the Board agrees to accept an award in the sum of Thirty-Two Thousand Two Hundred Dollars (\$32,200.00) in Community Corrections Act funds subject to the terms and conditions of this agreement.
- B. This process shall consist of screening for identification, assessing and monitoring through case disposition and referral for services as needed, with written follow-up information. Service shall be provided to no less than eighty-six (86) and up to ninety-six (96) new clients during the period July 1, 2013 and June 30, 2014. Service compliance with the contract shall also consist of providing the Court with needed and necessary reports.
- C. The Board shall submit a quarterly invoice for payment to the Corrections Planning Board. That invoice shall be due no later than the tenth day of the following month and includes a list of clients served for the quarter. The Corrections Planning Board shall initiate an Encumbrance Voucher to the County Fiscal Office which shall be payable to the account of the Board either quarterly or upon completion of this agreement and receipt of an invoice from the Board. The payment fee shall consist of an administrative payment of \$13,000.00 (\$3,250.00 per quarter) and the remaining \$19,200.00 shall be paid at a per diem rate of \$200.00 per client (payment not to exceed 96 clients).
- D. Program narrative reports and invoice shall be submitted to:

Maria Nemec, Board Administrator
Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland, Ohio 44113-1604

IV. Indemnification

As permitted by law, all the parties to this agreement are governmental agencies. Therefore, none of the agencies should be indemnifying the others.

V. Termination/Modification

- A. Any party may terminate this contract by providing 30 day's notice in writing to the other parties.
- B. This contract may be amended or modified only by written agreement of the parties. Such amendments or modifications may include but are not limited to: changes in costs and reimbursement procedures; changes in scope of services to be performed; changes in Position Description of Developmental Disabilities Program Forensic Liaison, and number of Developmental Disabilities Program Forensic Liaison positions to be provided.
- C. The Board reserves the right to modify the duties of the Developmental Disabilities Program Forensic Liaison by revision of the Position Description for that position, after written notice to the Chief Probation Officer or his designee.
- D. This agreement is renewable with 60 days notice, with the approval of the County Executive and all parties to this agreement. Renewal shall become effective only after a written amendment is executed by all parties to this agreement which specifies the period of time covered by the renewal, the agreed costs and times for payment, and any other specific information which may have changed after this agreement was last amended.

VI. Dispute Resolution

- E. Disputes that arise from the provisions of this contract shall be resolved in a timely manner. The Board shall continue to be paid during the dispute resolution process for all services provided pursuant to this contract.
- F. The contact person for the party complaining of a dispute shall provide written notice of the nature of the dispute to the other contact person. A meeting of the contact persons shall be held within 10 days to review the facts of the dispute, obtain additional information and agree on a proposed resolution of the dispute within the context of the established policies of the respective parties.
- G. All disputes which cannot be resolved as outlined in paragraph VI (A) shall be submitted in writing to the Superintendent of the Board, the Director of the Corrections Center and the Chief Probation Officer of the Court. Written materials shall include the original nature of the dispute, materials regarding the discussions that occurred pursuant to paragraph VI (A), and reasons for failure to resolve the dispute.
- H. Within ten days of receipt of the notice of a continuing dispute, the Superintendent of the Board, the Director of the Corrections Center and the Chief Probation Officer shall meet. The parties shall develop a mutually agreeable resolution of the dispute

utilizing the principles of the agreement and the established policies of the respective parties.

VIII. Miscellaneous Provisions:

- A. The parties mutually agree to immediately disclose to the other party all pertinent information, as needed, regarding the services provided.
- B. The parties agree that the rights, duties, and responsibilities set forth herein shall not be assigned without the prior written consent of the other.
- C. All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:

To: Cuyahoga County Board of Developmental Disabilities
1275 Lakeside Avenue
Cleveland, OH 44114
Attention: Kelly Petty

To: Cuyahoga County Probation Department
1276 West Third Street - 6th Floor
Cleveland, OH 44113
Attention: Molly Breninghouse

To: Cuyahoga County Corrections Center
1215 West Third Street - Jail II
Cleveland, OH 44113
Attention: Kenneth Kochevar

To: Corrections Planning Board
1276 West Third Street, Suite 700
Cleveland, OH 44113
Attention: Maria Nemec

- D. The Board shall have exclusive supervision and control of the development and implementation of all programs and services provided by the Forensic Liaisons as described unless otherwise provided herein.

VIII. Electronic Signature:

By entering into this contract I agree on behalf of the contracting not-for-profit, tax exempt 501(c) 3 agency, 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.

IN WITNESS WHEREOF, the parties hereto execute this Agreement as of this _____ day of _____, 2013.

County of Cuyahoga, Ohio

Edward FitzGerald, County Executive

Ed FitzGerald

Date

2 Edward FitzGerald, County Executive

Cuyahoga County Board of Developmental Disabilities

5/20/13

Date

Kelly A. Petty
Kelly Petty, Superintendent & CEO

APPROVED AS TO FORM

By

Date

Cuyahoga County Corrections Planning Board

6/14/2013

Date

Gregory Popovich
Gregory Popovich
Court Administrator
Cuyahoga County Common Pleas Court

6-10-13

Date

Maria Nemec
Maria Nemec, Board Administrator

Cuyahoga County Sheriff's Department

6/19/13

Date

Kenneth Kochevar
Kenneth Kochevar, Director
Cuyahoga County
Corrections Center

ATTACHMENT "A"

CUYAHOGA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES POSITION DESCRIPTION

POSITION TITLE: Forensics Liaison

DIVISION: Support Administration

TITLE OF IMMEDIATE SUPERVISOR: Supervisor/Support Administration

OTHERS FROM WHOM DIRECTIONS ARE RECEIVED: General Manager, Support Administration, Regional Manager, Support Administration, Supervisor of the Probation Department, Mental Health Services Supervisor at Corrections Center

PRIMARY FUNCTION:

Identify and coordinate supports to individuals who are offenders with developmental disabilities to ensure their right to access all necessary and appropriate services and opportunities, advocate for their welfare, and prevent abuse, neglect and exploitation.

NATURE OF WORK:

1. Identify and monitor clients with developmental disabilities entering the criminal justice system. Identify people in the court system already known to CCBDD. Provide recommendations to the court, attorneys, court psychiatric staff, corrections center staff, and pertinent agencies for service and case disposition.
2. Provide written documentation, as needed, to the Court for purposes of assisting in determining eligibility for the Court's Mental Health Dockets for appropriate Developmental Disabilities Program defendants.
3. Provide services to eligible people with developmental disabilities. Provide services to other people determined eligible for Developmental Disabilities Program Unit of Probation Department. Provide services for OMR defendants deemed eligible for the OMR program who are not Board clients.
4. May provide screening at a corrections center. Procure documentation as needed. Coordinate with service providers for recommendations when individual is not eligible for CCBDD services.
5. Will provide assistance in the identification of individuals with DD in the jail system that may be eligible for inclusion in the pretrial release programs and assist probation departments in developing written conditions for pretrial release.
6. Consult with staff providing service coordination to people involved with the court system (Support Administration).
7. Document assessments of needs for people. Locate appropriate services and provide necessary referrals and intervention to facilitate accessing appropriate supports. Advocate for people's rights to these services.
8. On-call to respond to CCBDD, court and probation systems for Emergency

- Services during business hours. Assess immediacy of situations and take all appropriate and necessary action.
9. Assist in discharge planning and accessing ancillary services.
 10. Attend court hearings and meetings to advocate for people's rights to services and review placement and service decisions. Coordinate and participate in resolution process.
 11. Pursue residential placement for emergency and priority cases. Assist families in identifying, exploring and accessing alternatives to placements.
 12. Maintain ongoing communication with individuals, their families, caretakers, service coordinators and the criminal justice and court systems, and other agencies to ensure that necessary and appropriate services are being delivered as planned. May coordinate multiple agency involvement to reduce duplication of services.
 13. Prepare monthly Individual Service Plans, service logs, and statistical reports for CCBDD. Review and prepare written summaries for court and probation systems on all assigned cases on an on-going basis. Establish, maintain and update case management files for all assigned people.
 14. Attend in-service training and other meetings as required.
 15. Provide monthly and annual reports of activities performed. This should include screenings, intakes, and discharges. The report should document any special achievements as well as problems in delivering services. Report is due on August 1st of each year.
 16. Provide for 24-hour emergency coverage as assigned.
 17. Perform other job-related duties as assigned.

PERSONAL CONTACTS:

Frequent personal contact, telephone calls, and written communication with people we support, professional staff of other agencies, CCBDD, families and caregivers, and court and probation systems staff.

UNUSUAL WORKING CONDITION:

1. Work within the jails and comply with security regulations.
2. Carry beeper and provide crisis service during business hours.
3. Frequent travel in county and periodically out-of-county to program sites for eligible individuals. May be required to visit on second or third shift hours.

ESSENTIAL CHARACTERISTICS:

1. Sensitivity to people we support and their families.
2. Respect for confidentiality of information.

ESSENTIAL KNOWLEDGE, SKILLS, & ABILITIES:

1. Knowledge about DD and CCBDD programs and services.
2. Knowledge about community resources and how to make referrals to them.
3. Knowledge of diagnostic services and treatment techniques.
4. Basic knowledge of mental health principles and counseling skills.
5. Knowledge of supports for infants, children, and adults with DD.
6. Ability to communicate effectively, orally and through writing.

7. Ability to interact effectively and harmoniously with a variety of people.
8. Ability to deal with difficult situations while maintaining perspective and emotional stability.

QUALIFICATIONS:

1. BA Degree in Special Education, Psychology, Social Work or related field.
2. Two years' experience as a service provider or administrator in DD program.
3. State Department of DD certification.

I have reviewed this position description and it is reasonably accurate.

Staff Member

Date

Immediate Supervisor

Date

pd0039.DOC

rev. 04/18/96, 06/24/94
06/25/98, 02/08/01
05/16/02, 08/18/04
05/02/05, 05/13/10

ATTACHMENT "B"

Interpretation of Forensic Liaison Position Description as it specifically relates to Developmental Disabilities Contract

1. Screen, identify and monitor persons with developmental disabilities incarcerated at the Corrections Center.
Assess service needs and provide assistance through referrals for appropriate services and service coordination as needed.
2. Complete assessments to determine eligibility for and make referrals to the Mental Health Court Dockets as appropriate.
3. Identify persons in the court system already known to CCBDD or who may qualify for supervision by the MRO unit of the Probation Department. Provide recommendations to the court, attorneys, court psychiatric staff, Corrections Center staff, and other agencies as appropriate for case disposition and service needs.
4. Attend court hearings and meetings to advocate for rights to services. Coordinate and participate in resolution process as needed.
5. Identify persons eligible for Pretrial Release services and assist with developing conditions for release plan.
6. Consult with CCBDD staff providing services and supports to persons involved with the Court.
7. On-call to respond to CCBDD, court and probation systems for services during business hours. Assess situation for urgency and take appropriate actions as needed.
8. Assist with discharge planning and accessing ancillary services.
9. Maintain ongoing communication with individuals, their families, caretakers, service coordinators, criminal justice system, court system and other agencies to ensure services delivered as planned. Provide multi-system coordination when needed to reduce duplication of services.
10. Prepare monthly statistical reports for CCBDD and the Court. Complete service logs. Provide quarterly and annual reports documenting persons screened, intakes and discharges. Annual report is due August 1st of each and should also detail special achievements as well as problems. Establish, maintain and update files for assigned caseload.
11. Perform other job-related duties as assigned.