

## CONTRACT

### Mental Health Program (Former Name: MDO)

This contract made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Cuyahoga County Executive, (hereinafter referred to as the "County"), on behalf of the Cuyahoga County Corrections Planning Board (hereinafter referred to as the "Corrections Board") and the Cuyahoga County Common Pleas Court (hereinafter referred to as the "Court") and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County a county office located at 2012 West 25<sup>th</sup> Street, 6<sup>th</sup> Floor Cleveland, Ohio 44113-3102 (hereinafter referred to as the "ADAMHS Board") for continuation of the Mental Health Program (with the Adult Probation Department of Cuyahoga County Common Pleas Court (hereinafter "Probation Department").

WHEREAS, the ADAMHS Board has reviewed this contract and finds it to be consistent with its Mission Statement and statutory powers and duties per Ohio Revised Code §340.03, which said powers and duties include the funding, planning, and monitoring of community mental health services for residents of Cuyahoga County; and

WHEREAS, the ADAMHS Board agrees to accept an award in the sum of Eighty-Six Thousand Dollars (\$86,000.00) in Court funds for the period beginning July 1, 2011 and ending June 30, 2012, subject to the terms and conditions of this contract.

WHEREAS, the ADAMHS Board further agrees to, at minimum, match this award each year.

NOW THEREFORE, in consideration for the promises contained herein, the parties enter into the following contract:

#### TERMS AND CONDITIONS:

1. The ADAMHS Board, with the prior approval of the Corrections Planning Board, shall contract with a certified mental health agency to provide mental health treatment and clinical services for the Probation Department's Mental Health Program.
2. None of the responsibilities covered by this contract shall be contracted to any agency or organization, other than the selected service provider without prior written notification to the Board Administrator of the Corrections Planning Board or his or her designee. Any changes in the designated service provider or material changes in the operation of the program shall be made jointly by the County and the ADAMHS Board.
3. ADAMHS Board shall perform the following functions with regard to this contract:
  - A. Serve as the fiscal agent for the disbursement and monitoring of Court and grant funds awarded herein;

- B. Monitor services to ensure compliance with this Contract, the rules and regulation of the Federal Government, the State of Ohio, and the County of Cuyahoga;
  - C. Ensure that clinical records are maintained consistent with the Clinical Record keeping Rules of the Ohio Department of Mental Health and the policies of the ADAMHS Board;
  - D. Ensure that quarterly reports of the services rendered under the terms and conditions of this grant are submitted to the Corrections Planning Board Administrator within thirty days after the end of the quarter.
4. It is understood and agreed to by the ADAMHS Board and the County that through the ADAMHS Board's contract with the designated provider and through continuous quality improvement monitoring, the ADAMHS Board shall ensure the following:
- A. Funds granted in this contract from the Court shall be used only for the activities specified in the attached program narrative;
  - B. Funds for this contract, July 1, 2011 through June 30, 2012 shall not exceed \$86,000.00. Any such funds encumbered as of June 30, 2012, shall be recognized and payable no later than August 30, 2012. **Any funds not encumbered as of June 30, 2012 shall be returned to the Court;**
  - C. Additional revenue generated from this Program (e.g., program fees) shall be reported and expended within the customary accounting policies and procedures of the ADAMHS Board. The report on additional funds generated shall be made annually, 60 days after the end of each fiscal year of the contract;
  - D. Necessary records and accounts including financial and property controls shall be maintained and made available to the Court.
  - E. A complete copy of this contract, as well as any amendments, shall be provided to the selected service provider within 30 days of the execution of said contract or amendment.
5. It is understood and agreed that the selected service provider, in performance of this contract, shall ensure the following:
- A. The staff of the Adult Probation Department of the Common Pleas Court may converse with the selected service provider's staff, funded in whole or in part under this contract, regarding issues and/or clients covered by this contract. When discussing clients, the selected service provider shall follow the standards and practices of confidentiality as required by Ohio

Department of Mental Health rules and regulations. All parties acknowledge that, in exchanging, storing, processing or otherwise dealing with any information about referred participants (offenders), each party is fully bound by the provisions of the Federal Regulations governing the confidentiality of alcohol and drug abuse client records (Title 42, CFR, Part 2). All parties undertake to institute appropriate procedures for safeguarding such information, with particular reference to client identifying information;

- B. The selected service provider shall ensure that no current or future employee providing direct client services is under active community control, parole, or under indictment for a felony offense. The Corrections Planning Board reserves the right to conduct record and/or background checks on any current or future employees of the selected service provider;
- C. The selected service provider and its employees shall avoid compromising relationships with participants and the probation staff, and report any improprieties or appearance thereof immediately to the Cuyahoga County Common Pleas Court Administrator and the Corrections Planning Board Administrator;
- D. The selected service provider shall, upon the request of the Corrections Planning Board or the Court, list the name, title, experience and qualifications of staff persons who provide direct services to the court's clients;
- E. The selected service provider shall, upon request of the Court, respond to a subpoena, and appear and testify in any legal proceedings convened by the court at selected service provider's cost;
- F. The selected service provider shall notify the Board Administrator (or his or her designee) immediately upon receipt of any legal process requiring disclosure of records of participants;
- G. In performance of this contract, the selected service provider shall guarantee responsibility for protection of the confidentiality of all applicable Cuyahoga County Adult Probation Department records because participants are court-ordered into treatment. Because participants' files may contain confidential, non-public Court or Probation Department records, said files shall not be released nor made known in any manner to any agency or person, including the participant, except as may be necessary for the performance of this contract or to comply with Item G below. The selected service provider shall further ensure that all forensic records generated by a referral to the Mental Health Program are stored separately from other types of client records, and shall be considered the property of the Common Pleas Court in accordance with Ohio Administrative Rule 5122-29-07.

- H. The selected service provider shall make available, with appropriate release of information, those records, generated by the selected service provider relating to a participant, in accordance with any of the following: a court order, a written request of the Chief Probation Officer (or his designee), the request of probation department staff assigned to the Mental Health Program;
- I. The selected service provider shall cooperate with and provide any additional information as may be required by the Corrections Planning Board and/or the Common Pleas Court in carrying out an ongoing evaluation of the program, or to satisfy state and/or county program monitoring or auditing requirements;

#### 6. METHOD OF PAYMENT

- A. The County shall initiate an Encumbrance Voucher Request to the County Fiscal Office which shall be payable to the account of the ADAMHS Board upon receipt and verification of a quarterly invoice from the Board. **Said invoice shall be submitted no later than the 10th workday following the end of each quarter.** The shared database reports will be used to verify said invoice and that all clients served are Mental Health offenders under supervision on the Probation Department's Mental Health Unit. In turn the ADAMHS Board will provide the Court with verification of their current provider contract and payments made to the said selected service provider.
- B. Invoice content must include the following information:
  - 1. Client Name
  - 2. Admission Date
  - 3. Discharge Date
  - 4. Date of Birth
  - 5. Social Security Number
  - 6. Client Utilization of Services (by Type and Number of Units per Client)
  - 7. Total Cost of Services Utilized (by Client)

- C. Program and fiscal reports and invoices shall be submitted to:

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

- Copies of both reports shall also be submitted to:

Carole Ballard  
ADAMHS Board of Cuyahoga County  
2012 W. 25th Street, 6th Floor  
Cleveland, OH 44113

## 7. TERMINATION

Either the County or the ADAMHS Board may terminate this contract prior to its expiration with sixty (60) days written notice to the other party by certified mail, return receipt requested.

## 8. AMENDMENT

This document shall constitute the entire Contract between the parties and may not be changed, modified, or discharged except by written amendment duly executed by all parties hereto, with the following exception: The program description outlined in *Attachment A* may be modified by written contract between the ADAMHS Board, the selected service provider and the Corrections Planning Board without a formal amendment hereto. All parties agree that no representation shall be binding upon any party hereto unless in writing.

## 9. LIABILITY

The ADAMHS Board agrees to protect, defend, indemnify and hold the Court, the Cuyahoga County Executive, their officers, employees and agents, free, clear and harmless 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 ADAMHS Board, negligent or otherwise, and its employees, officers, agents, or independent contractors. The ADAMHS Board agree to pay all damages, costs and expenses of the Court, officers, agents, employees and Cuyahoga County Executive in defending any action arising out of the aforementioned acts or omissions.

## 10. ELECTRONIC SIGNATURE

By entering into this contract I agree on behalf of the contracting County 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 COUNTY and the Alcohol, Drug Addiction and Mental Health Services Board of Cuyahoga County hereby execute this Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

\_\_\_\_\_  
Date

X *EF*

Edward FitzGerald  
County Executive

*5-28-11*  
Date

*[Signature]*  
William M. Denihan  
Chief Executive Officer  
Alcohol, Drug Addiction and Mental Health Services Board  
of Cuyahoga County

\_\_\_\_\_  
Date

*[Signature]*  
Hon. Nancy A. Fuerst  
Presiding Judge  
Cuyahoga County Common Pleas Court

*5-31-11*  
Date

*[Signature]*  
Maria Nemeo, Board Administrator  
Cuyahoga County Corrections Planning Board

**ATTACHMENT A.**  
**Mental Health Program**  
**(Former Name: MDO)**

**I. Mission Statement.**

The mission for the **Mental Health Program** is to assist severely mentally ill offenders whose diagnosis includes psychotic features *and* who have been placed on community control. The purpose of the program is to assist the mentally ill offender to remain stable while receiving treatment services in the community, in order to successfully complete community control and avoid incarceration. The program also addresses the increasing proportion of such defendants who are also drug and/or alcohol dependent by strengthening the referral relationship with the designated mental health service provider's program for substance abusing mentally ill adults.

**II. Program Goals.**

A. To maintain specialized probation services for severely mentally ill offenders placed on community control.

B. To coordinate placement and monitor eligible offenders on the Cuyahoga County Court of Common Pleas Mental Health Court and to maintain and expand specialized mental health services to assist offenders in successfully completing community control.

**III. Program Objectives.**

A. To divert up to two hundred (200) mentally ill offenders from prison by maintaining an intensive supervision caseload.

B. To provide specialized community support, counseling, liaison and psychiatric services to mentally ill offenders placed on community control.

C. To strengthen the relationship between the mental health community service providers and the court.

D. To evaluate the services provided by the Program.

**IV. Measurement Indicators.**

A. To maintain a shared database of defendants in the Mental Health Program which shall describe the type, units of service and program outcomes of services provided to offenders on the Mental Health Program.

B. To have the Cuyahoga County Executive, through the Cuyahoga County Corrections Planning Board, contract with the ADAMHS Board to ensure the provision of the clinical and community support components of the Program.

C. To have the ADAMHS Board, in collaboration with the Corrections Planning Board, designate a contract community mental health agency to provide and administer the clinical and community support components of the Program.

D. To monitor the provision of the clinical and community support components of the Program.

#### **V. Staffing and Monitoring.**

The Program Coordinator, in partnership with the Probation Department, shall maintain a shared staffing list of clients currently served by the program. This list shall include the below listed elements:

1. Client Name
2. Date Enrolled in Program
3. Probation End Date
4. Docket Number
5. Judge
6. Medications
7. CPST Worker
8. Doctor
9. Axis I Diagnoses
10. Charges
11. Date of Birth
12. Current Location
13. Criminal Justice Compliance
14. Treatment Compliance
15. Probation Officer Name
16. Next Probation Contact Date
17. Next CPST Appointment
18. Next Doctor Appointment

The Program Coordinator is responsible for regularly updating the Medications, CPST Worker, Doctor, Diagnosis, Location, TX Compliance and Next CPST and Doctor Appointment Information; the Probation Department is responsible for the ongoing maintenance of the Client Name, Date Enrolled, Probation End Date, Docket Info., Judge, Charges, Date of Birth, CJ Compliance, Probation Officer and next Probation Contact Date information.

The Probation Department, the ADAMHS Board, and the designated mental health services provider shall agree to cooperate in any evaluation of the efficacy and quality of the Mental Health Program.

#### **VI. Program Description.**



A. Estimated number of offenders diverted from correctional facilities:

It is estimated that 200 offenders will be diverted from state institutions annually.

B. Eligibility Criteria

To be placed in the Program, clients must the following criteria: Clients must be:

1. Convicted of a probationable offense in the Court of Common Pleas.
2. Diagnosed as having a sever mental illness with a psychotic feature by the Court Psychiatric Clinic or community mental health provider.

This includes schizophrenia, schizoaffective, and other psychotic disorders. Mental health evaluations are utilized by the Program for screening and admission and should include a diagnosis and treatment recommendations. When the diagnosis made by staff of the Court Psychiatric Clinic differs from a diagnosis made by a community mental health provider, and the difference of opinion affects eligibility for the Mental Health Program the information shall be forwarded to the Court for a final determination of eligibility.

3. Placed on community control by court order and specifying placement in the Mental Health Program

C. Exclusionary Criteria

1. Out of County residence
2. Clients diagnosed as having a mental illness without a psychotic feature.
3. Clients who have access to private insurance and private practitioners, including VA benefits

D. Administrative Organization of Clinical Component

The County shall contract with the ADAMHS Board to ensure the provision of clinical services to the probation department to assist in the monitoring and treatment of the mentally ill offender caseload. The ADAMHS Board shall designate a contract mental health services agency to administer the clinical components of the Program.

Mental health services are to be provided by the program coordinator, four community support specialists, psychiatric consultants, and a psychiatric nurse.

The Program Coordinator's responsibility is to oversee the delivery of mental health services to mentally ill clients. These responsibilities include supervising the community support specialists and organizing the work of the consulting psychiatrists. In addition, the Program Coordinator, in partnership with Probation, updates the staffing report for the probation officers and treatment team who assist in the delivery of service. The Program Coordinator or designee shall review client

progress with probation staff in bi- weekly meetings.

The Clinical Manager of the designated mental health services provider is responsible for the preparation and monitoring of the budget and supervises the Program Coordinator.

As utilized in the Mental Health Program, community support shall focus on securing community resources, monitoring, linking to other mental health agencies, responding to emergencies and otherwise coordinating activities with the Probation component.

Consulting psychiatrists shall provide psychiatric services to the Mental Health Program clients who are active clients of Subcontractor.

The Nurse staffing position in the program is to administer medications prescribed for the Mental Health Program clients being treated by the designated mental health services provider agency.

Mental Health Program clients who fit the eligibility for admission to Partial Hospitalization Program with Subcontractor shall be provided services where appropriate and, as placements in the program are available.

E. Size of Caseload.

The active caseload for the clinical staff is defined as all clients assigned to the Program (including patients at long term hospital) for whom a capias has not been requested and whose clinical service are provided at the designated mental health services provider. Under normal circumstances, the clinical caseloads of the selected service provider under this contract shall generally not exceed 50 active clients per CPST. Clients receiving services at other community mental health centers or in other programs with the designated mental health services provider shall not be counted in the community support specialist's active caseload. It is understood, that at times, short-term crisis intervention services may raise these numbers. However, if the caseload of the mental health staff exceeds these numbers, the Program Coordinator shall contact the contractor to inform that provider capacity has been reached and engage in discussion to determine further course of action.

F. Services Provided by the Mental Health Team.

The Program creates a mental health team to assist the probation officer in monitoring the probationers on the Mental Health Program caseload. It is the responsibility of the probation officer and clinical staff to maintain a high level of communication and cooperation with each other. The clinical services by the Program include community support, counseling, psychiatric consultation, and linking to other mental health agencies. Agency release of information forms shall include language allowing communication between Selected service provider, the

County Probation Department, and responsible Common Pleas Court Judge

The Program Coordinator shall review referrals to the Program and recommend to the Court whether the client is appropriate. If the client meets admission criteria, the Program Coordinator shall advise the Court of the eligibility determination.

The philosophy of the program is to utilize community mental health resources, whenever possible. At the start of community control, all clients shall be instructed by the probation officer that the treatment plan developed by the treating clinical staff is integrated in the offender's case plan and becomes a condition of community control and that failure to comply with the case plans may constitute a violation of community control.

The expectation for many clients will be that existing community mental health resources will be adequate to meet their needs and that all of the specialized services of the Mental Health Program may not be required. For those clients served by community-based programs, the program coordinator and the community support specialist shall be secondary service providers used on an as-needed basis determined by the probation officer (i.e. MICA (Mentally Ill and Chemically Addicted) program, PHP (partial hospitalization program), crisis support services).

For clients who are hospitalized, the clinical staff shall notify the probation officer of the Program of a patient's pending discharge from the hospital prior to discharge. The full range of services provided by this program shall come into play for those clients who are resistant to treatment. For the most part these are the mentally ill who are lost to traditional community mental health services. Typically, they are individuals who have little insight into the nature or extent of their disability and who see no point to treatment. These clients may be required to report more frequently to their probation officer and to receive their mental health services from the designated mental health services provider.

The Program Coordinator shall assess each client admitted into the Program, recommend whether service shall be provided by the designated mental health services provider or other community-based service, and if service is provided by the designated mental health services provider, assign the community support specialist. The Program Coordinator and community support specialist shall maintain a high level of interaction with the probation officer assigned to the Program and shall inform the probation officer of a client's failure to appear at a scheduled appointment and of the necessity for unscheduled and emergency services.

The Program Coordinator or Case Manager, with a signed release from the client, shall provide to the assigned probation officer copies of client assessments and upon request, written summaries of the client's progress towards meeting the goals and objectives of the treatment plan.

#### Progress and Discharge

Written progress reports detailing subject's compliance and progress in treatment will be submitted to the supervising probation officer upon request. When a client is being considered for discharge from the clinical component due to failure to cooperate or participate in treatment, fulfillment of program requirements, or at the time of any level of care change or other Program change, the probation officer shall receive notification of these events.

When the term of community control ends, or the client is otherwise discharged from the clinical component, a copy of discharge summary shall be forwarded to the Probation Department. Written discharge summaries will be prepared on all clients discharged from the treatment component and these will be forwarded to the supervising officer within 10 working days.

All supplementary reports received by the agency from Common Pleas Court Probation Department shall be returned attached to the discharge summary. These reports may include Presentence Investigation and Court Psychiatric Clinic Evaluations.

At probation discharge, clinical and community support services are to be transferred out of the Mental Health Program and referred to appropriate ongoing services as indicated by their Level of Care designation. It is the responsibility of the Program Coordinator and the community support specialist to arrange for this transfer of service and to ensure no disruption of service to the client.

The staff of each component of the Program—mental health and probation—may set its own schedule of appointments for clients however coordination such services is encouraged.

F. Administration and Organization of the Probation Component.

While community control supervision shall be the responsibility of the probation officers assigned to the mentally ill offender caseload, the probation officers shall work in close cooperation with the Program's clinical staff and with community mental health service providers. It is the responsibility of the probation component to inform the mental health service providers of the client's status on community control and the goals stated in the supervision case plan. The probation officer shall complete a forensic tracking referral form - including a forensic tracking packet, journal entry, presentence investigation, and Court Psychiatric Clinic report - which will be forwarded to the Probation Supervisor. The Probation Supervisor will forward the packet to the Program Coordinator. Each probationer shall attend an orientation session with the assigned community support specialist and probation officer. This orientation will outline the responsibilities of each party (community support specialist, probation officer, and probationer).

Probation officers will complete a risk and needs assessment for each probationer. The probation officer, with input from the assigned CPST, will develop a case plan for each probationer to address identified needs. The supervision case plan goals

will become conditions of probation. Reporting frequency will be based on the risk needs assessment. Probationers with higher risk and needs scores will report on a weekly basis. As probationers meet case plan goals, including mental health stability, the frequency of reporting will be decreased to no less than once per month. Once the majority of supervision case plan goals are met, probationers may be transferred to the Step-Down officer for maintenance supervision. The probation officer shall determine the length of time a probationer remains in each level of supervision and retains the right to move the probationer from a less intensive to more intensive level of supervision if necessary. The probation officer shall seek the recommendations of the clinical staff in team meetings, prior to modifying a client's reporting status.

The probation officers assigned to the Program shall meet as required with staff from clinical component to review all of the active cases and pending referrals. The probation officer shall inform the Program Coordinator and the community support specialist of all scheduled violation hearings, anticipated changes in reporting schedules, failed appointments and the results of positive drug and alcohol screenings.

In the event of an emergency, the probation officer may contact the Program's consulting psychiatrists to review a specific case, and will cc: the Program Coordinator and case manager regarding this outreach. In other circumstances contact with consulting psychiatrists will be coordinated between the Program Coordinator of the Clinical Component and Probation Supervisor of the Probation Component.

#### G. Sanctions.

The Program is structured so that recommendations for treatment are incorporated into the supervision case plan and become conditions of community control. Failure to comply with treatment recommendations may be viewed as community control violations. Violations of community control may subject clients to arrest, further court hearings, or modifications in the condition of community control. When possible, community alternatives shall be recommended to the Court in lieu of incarceration.

#### H. Probate.

If a client's mental health problems are severe, and the client has not been amenable to community-based treatment, and the probationer is perceived as a danger to self or others, and no other criminal cases are pending, then the clinical staff of the Program shall coordinate the involuntary hospitalization proceedings in Probate Court with the probation component.

## VI. Evaluation

The Program Coordinator will provide at the completion of the Program year, an evaluation of the Program's success and/or opportunities for improvement. This report will include the following sections:

1. Cost savings of the Program
2. Total number of Bed Days saved
3. Total number of Admissions/Diversions
4. Changes in Employment Status
5. Changes in Housing Status
6. Changes in GAF Score (Quality of Life Indicator)
7. Linkage to Primary Care
8. New Legal Trouble since Entering Program
9. Psychiatric Hospitalizations since Entering Program
10. Secured Benefit Status

Program Coordinator will submit evaluation Report to the staff below on or before July 31, 2012:

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

Carole Ballard  
ADAMHS Board of Cuyahoga County  
2012 W. 25th Street, 6th Floor  
Cleveland, OH 44113