

Regional Forensic Training—2013

Selected Appendices from the ODMH Forensic Manual

(Please note that the original Appendix notations have been retained and are thus not consecutive.

For a copy of the complete Forensic Manual, please visit:

<http://mentalhealth.ohio.gov/assets/forensic-services/ohio-forensic-manual.pdf>)

Appendix A

ODMH Regional Psychiatric Hospitals

Appalachian Behavioral Healthcare (ABH)

100 Hospital Drive, Athens, OH 45701

740-594-5000; toll free: 800-372-8862

[Hospital web page](#)

Heartland Behavioral Healthcare (HBH)

3000 Erie St. South, Massillon, OH 44646

330-833-3135; toll free: 800-783-9301

[Hospital web page](#)

Northcoast Behavioral Healthcare (NBH)

1756 Sagamore Rd., Northfield, OH 44067

330-467-7131; toll free: 800-557-5512

[Hospital web page](#)

Northwest Ohio Psychiatric Hospital (NOPH)

930 Detroit Ave., Toledo, OH 43614

419-381-1881; toll free: 877-970-4325

[Hospital web page](#)

Summit Behavioral Healthcare (SBH)

1101 Summit Rd., Cincinnati, OH 45237

513-948-3600; toll free: 888-636-4724

[Hospital web page](#)

Twin Valley Behavioral Healthcare (TVBH)

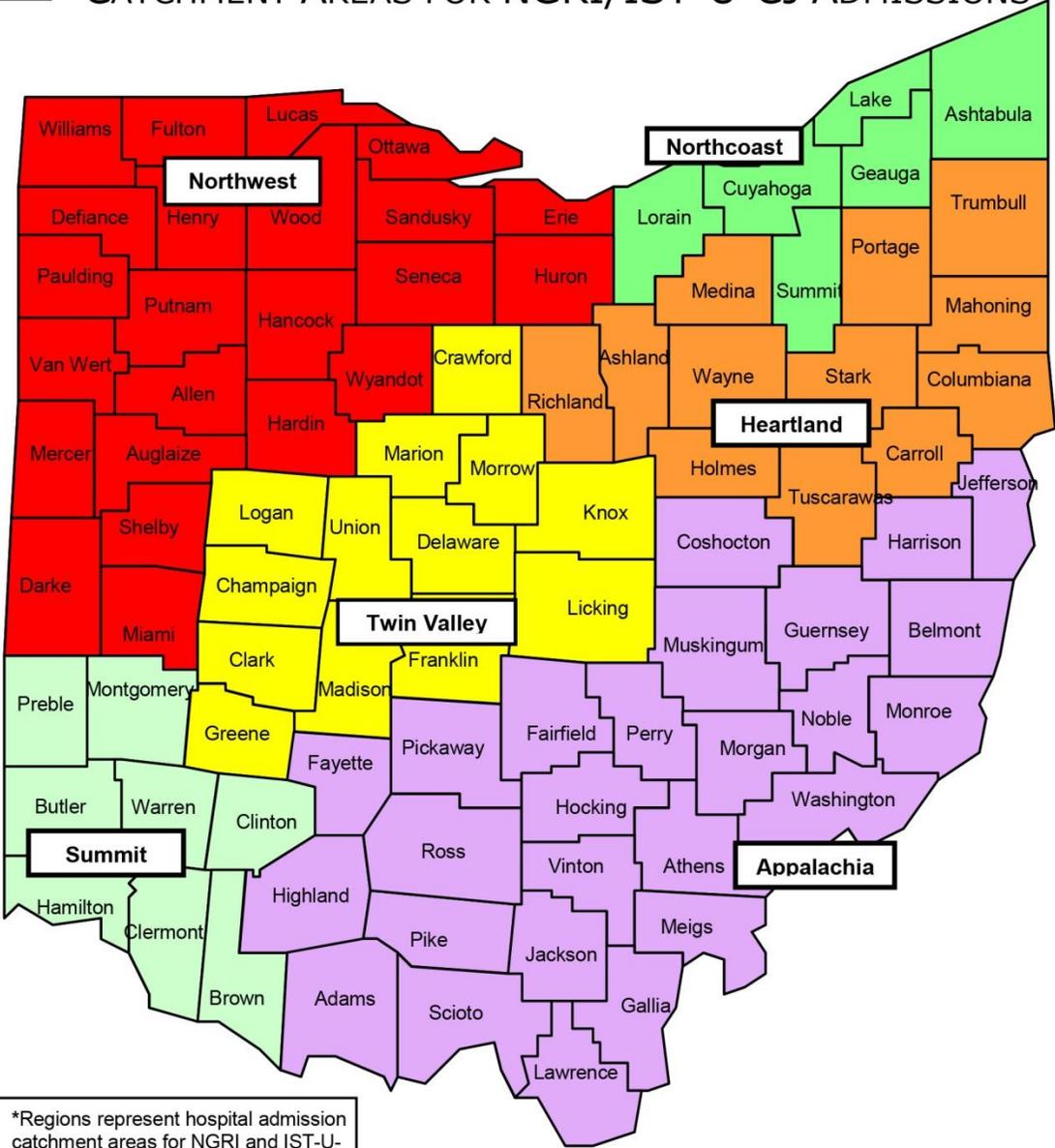
2200 West Broad St., Columbus, OH 43223

614-752-0333; toll free: 877-301-8824

[Hospital web page](#)

Effective
9/1/2012

ODMH REGIONAL PSYCHIATRIC HOSPITALS CATCHMENT AREAS FOR NGRI/IST-U-CJ ADMISSIONS*



*Regions represent hospital admission catchment areas for NGRI and IST-U-CJ admissions, effective September 1, 2012.

Appendix E

Length of Time Available for Restoration to Competency:

[ORC 2945.38 \(C\)](#):

No defendant shall be required to undergo treatment, including any continuing evaluation and treatment, under 2945.38 (B)(1) for longer than whichever of the following periods is applicable:

(1) **One year**, if the most serious offense with which the defendant is charged is one of the following offenses:

(a) Aggravated murder, murder, or an offense of violence for which a sentence of death or life imprisonment may be imposed;

(b) An offense of violence that is a felony of the first or second degree;

(c) A conspiracy to commit, an attempt to commit, or complicity in the commission of an offense described in division (C)(1)(a) or (b) of this section if the conspiracy, attempt, or complicity is a felony of the first or second degree.

(2) **Six months**, if the most serious offense with which the defendant is charged is a felony other than a felony described in division (C)(1) of this section;

(3) **Sixty days**, if the most serious offense with which the defendant is charged is a misdemeanor of the first or second degree;

(4) **Thirty days**, if the most serious offense with which the defendant is charged is a misdemeanor of the third or fourth degree, a minor misdemeanor, or an unclassified misdemeanor.

Appendix F

EXAMPLE

NOTIFICATION TO COURT AND COMMUNITY FORENSIC PSYCHIATRY CENTER
REQUESTING SECOND OPINION EVALUATION

Date

Dear Judge _____;

Pursuant to Section 2945.401 (D) of the Ohio Revised Code, and as CCO of _____ Regional Psychiatric Hospital (RPH), I am in agreement with the treatment team, and the Forensic Review Team in recommending to the Court that _____ be granted a (unsupervised off grounds, conditional release, trial visit, discharge, or termination of the commitment). _____ is currently committed to _____ RPH pursuant to Section 2945.40 or 2945.39 of the O.R.C.

A copy of this recommendation, along with the attached court report, and a conditional release plan (when the request is for conditional release) is being sent to the _____ Community Forensic Center as a notification that a second opinion evaluation is being requested for _____. The second opinion evaluation is to be completed by the Forensic Center examiner within thirty (30) days. A copy of the evaluation will be sent to your Court and _____ RPH.

After the report has been completed, the RPH will again assess our original request and determine if we plan to withdraw, proceed with, or modify and proceed with, our recommendation. We will notify you of our intentions when we receive the second opinion evaluation from the Community Forensic Center.

At that time, if we are in agreement to proceed with or modify and proceed with our request, we understand that a hearing date will be set. Please contact _____, the Legal Assurance Administrator at () if you have questions or require additional information regarding this case.

Sincerely,

Chief Clinical Officer/Designee

cc. Director, (Community Forensic Center)
Prosecuting Attorney
Defense Counsel

Appendix J

Guidelines for Discharge of Persons on Conditional Release Commitment, Conditional Release Planning, and Conditional Release Report

Guidelines for Discharge of Persons on Conditional Release Commitment

Purpose

To provide guidelines for Forensic Monitors who are monitoring persons in the community on conditional release commitment. These guidelines should be utilized when planning for discharge from an ODMH Regional Psychiatric Hospital, when submitting required reports to the court, and when planning for the termination of the commitment.

Authority

In accordance with Section 2945.401(D)(1) of the Ohio Revised Code (ORC) when a defendant or person has been committed under Section 2945.40 or 2945.39 of the ORC, at any time after evaluating the risks to public safety and the welfare of the defendant or person, the Chief Clinical Officer of the hospital, facility or program to which the person is committed may recommend a termination of the defendant's or person's commitment or a change in the conditions of the defendant's or person's commitment.

Section 2945.401(J)(1) of the ORC further states that a defendant or person who has been committed pursuant to Section 2945.40 or 2945.39 of the ORC continues to be under the jurisdiction of the trial court until the final termination of the commitment. Final termination of a commitment occurs upon the earlier of one of the following:

- (a) The defendant or person no longer is a mentally ill person subject to hospitalization by court order or a mentally retarded person subject to institutionalization by court order as determined by the trial court;
- (b) The expiration of the maximum prison term or term of imprisonment that the defendant or person could have received if the defendant or person had been convicted of the most serious offense with which the defendant or person is charged or in relation to which the defendant or person was found not guilty by reason of insanity;
- (c) The trial court enters an order terminating the commitment under the circumstances described in division (J)(2)(a)(ii). That division states that the defendant is no longer a mentally ill person subject to hospitalization, and the trial court orders that the defendant's commitment is terminated during the pendency of the trial on the applicable offenses.

Procedures

Most individuals on conditional release commitment will continue in this status until the maximum prison term or term of imprisonment has been reached. The Forensic Monitor in collaboration with the court, shall devise a system to monitor the expiration dates for individuals on conditional release.

When an individual's expiration date is approaching, the Forensic Monitor should notify the trial court six weeks prior to the expiration date, or in a regularly scheduled hearing if the expiration time is approaching. The Community Mental Health or Alcohol, Drug Addiction and Mental Health Board for the county of the committing court and for the county of residence, if different, should both be notified at the same time.

The Forensic Monitor, the community mental health provider agency, the client and others as appropriate shall develop a post-termination treatment plan whose goals should include ensuring continuity of care and preventing relapse and/or future involvement with the legal system. The implications of the termination of the conditional release commitment shall also be explained to the individual in a manner that ensures that the person understands this information.

The court will issue a journal entry terminating the conditional release commitment. A copy of the journal entry should be sent to the Forensic Monitor who is responsible to notify the appropriate boards, the community mental health provider and the ODMH RPH (if the person was discharged from the hospital) of the termination. The Forensic Monitor shall complete the required Forensic Tracking and Monitoring System (FTMS) reports to the Ohio Department of Mental Health on these cases.

Conditional Release Planning Guidelines for Hospitalized Persons found NGRI and IST-U-CJ

I. Conditional Release Planning Process

- A. The conditional release planning process for persons who are NGRI acquittees and those found IST-U-CJ usually begins at the ODMH Regional Psychiatric Hospital (RPH) civil unit when this is deemed appropriate by the RPH treatment team, Forensic Monitor, and the community mental health provider.
- B. For an individual committed to a maximum security facility, the conditional release planning process will not begin until the individual is transferred to a civil hospital unit, unless extraordinary circumstances are present.
- C. The responsibility for conditional release planning should be shared by the RPH treatment team, the Forensic Monitor, and the community treatment provider who will provide mental health services for the person.
 - 1. A close working relationship between the community treatment providers, RPH treatment team and Forensic Monitor, sensitive to one another's concerns and perspectives, is essential to the efficiency of the conditional release planning process.
 - 2. The RPH LAA, social worker, treatment team coordinator, or a designee should ensure that the community treatment provider and the Forensic Monitor are informed about the time and location of treatment team meetings.

3. The RPH treatment team should, at each meeting, consider the patient's movement level, determine whether any changes to the risk assessment are needed, and assess the patient's progress toward conditional release.
4. It is expected that the Forensic Monitor's and community treatment provider's involvement in the treatment team meetings and the conditional release planning shall begin when the patient achieves Level 3 Movement. A high degree of involvement shall occur when the patient is being considered for, and after being placed on Level 5, Nonsecured Status.

II. Conditional Release Plan

A. The Conditional Release (CR) Plan shall:

1. Be developed with input from the RPH treatment team, Forensic Review Team (FRT), LAA, the Forensic Monitor, community treatment provider, and others as applicable.
2. Be a comprehensive plan and include all of the components described below in B.
3. Be reviewed by the patient with the community treatment provider, the Forensic Monitor and RPH treatment team. The patient should understand the conditional release plan and agree to follow the conditions of the plan.

B. The Components of a Conditional Release Plan shall include:

1. General conditions that apply to all persons on conditional release and the consequences for not complying with these conditions;
2. The specific conditions related to the individual's treatment plan including the management of unique risk factors presented by the person under consideration, along with the consequences for not complying with these conditions;
3. An Agency Agreement to Treat Form (See Appendix BB) signed by a representative of the community provider agency and the Forensic Monitor;
4. A plan to monitor compliance with the conditions of release and the individuals responsible for monitoring compliance, along with clearly defined actions that these individuals should take when noncompliance occurs; and
5. A release of information signed by the client allowing communication among the RPH, Forensic Monitor, community treatment agency, and any other entity involved in the treatment or monitoring of the individual.

- C. The NGRI acquittee or person found IST-U-CJ shall sign the Conditional Release Plan which shall include the general and specific conditions as well as the consequences that will occur if the person fails to comply with the Conditions of Release.
- D. The Conditional Release Plan shall be reviewed and approved by the RPH Forensic Review Team (FRT). The FRT shall assess the thoroughness of the risk assessment and whether the Conditional Release Plan adequately addresses risk management issues in the community. The FRT/designee shall focus on whether all the required elements are included in the plan and whether all persons who should be involved in the process were involved.
- E. When the Conditional Release Plan is finalized and signed by all parties, the RPH LAA, or the Forensic Monitor if the person is not being discharged from the RPH, shall send a copy of the plan to all signatories plus the ADAMHS/CMH board whether or not the board signed the plan.

E. Template for Conditional Release Plan:

Conditional Release Plan for

_____ (Name) _____
_____ (Docket/Case Number) _____

Date Plan Submitted: _____

to

Judge _____ in the _____ County Court of Common Pleas

General Conditions:

I, _____ understand that I have been found by the Court to be (NGRI or IST-U-CJ) pursuant to Section (2945.39[A] or 2945.40) ORC and that I am being committed by the Court on a Conditional Release status. I understand that I will be expected to follow the conditions listed below in order to remain living in the community. I specifically agree:

1. to obey all municipal, state, and federal laws.
2. not to leave the state of Ohio without permission from the judge who maintains jurisdiction over my case.
3. to live at _____ (address) with _____ (name, relationship, if applicable). I agree not to change my address/living situation without approval of my Case Manager, _____ (name) _____, and Forensic monitor/designee, _____ (name) _____.
4. not to own, possess, or have access to firearms or any other illegal weapons.
5. to provide any release of information requested by my treating physician, case manager, Forensic monitor/designee, or other treatment staff concerning my mental health and compliance with the conditions of this Conditional Release Plan.
6. not to consume alcoholic beverages excessively or to abstain from them completely if that is a specific condition of my Conditional Release Plan. Excessive consumption is defined as that which disrupts or interferes with one's mental health, interpersonal relationships, employment, or proper community conduct.
7. not to use or possess any illegal drugs or prescribed medication unless it has been prescribed by my treating physician.
8. to follow the terms of my treatment plan and recommendations of the treatment team, whether or not they are specified in this Conditional Release Plan.
9. to complete any necessary forms for payment of services.
10. I understand that, even though I may not have violated any Conditions of Release, I may be hospitalized or placed in a crisis stabilization facility if my mental health deteriorates to such a

point that hospitalization or stabilization is necessary for my safety and/or the safety of the community. I understand that this hospitalization or placement may or may not result in a formal revocation of my Conditional Release status.

Specific Conditions (should be tailored to the individual's needs)

I agree:

1. to meet with _____ (Case Manager) at _____ (address) _____, xx times per week/month for the purpose of monitoring compliance with the Conditions of Release. These meetings may include scheduled and/or random home visits.
2. to take all medications as prescribed by my treating psychiatrist, Dr. _____ at _____ (agency name). I agree to meet with Dr. _____ (Psychiatrist) at _____ (address), xx times per week/month for the purpose of monitoring my medication.
3. to cooperate with the collection of laboratory specimens including the testing of blood, breath, or urine for alcohol, illicit drugs, and therapeutic medication levels. I understand that some of these requests may be random and unscheduled.
4. to attend Alcoholics Anonymous and/or Narcotics Anonymous meetings _____ times a week and provide my Case Manager with proof of attendance.
5. to meet with Substance Abuse Counselor _____ at _____, xx times per week/month.
6. to cooperate with all requests for Psychological Testing.
7. to comply with any other special conditions deemed necessary by the mental health staff responsible for my treatment.
8. that if I am unable to attend a meeting or session as required by this Conditional Release Plan, I will provide advance notice by telephoning the person with whom I was scheduled to meet. If I am unable to contact this person, I will call one of the two following individuals:

Alternate Contact #1: _____
Telephone Number: _____

Alternate Contact #2: _____
Telephone Number: _____
9. to make arrangements for my transportation between my home and meetings required by this Plan. I understand that missing activities because of a lack of transportation will not be accepted as an excuse.
10. other conditions _____

Patient Agreement:

I have read or had read to me and understand and accept the conditions under which I will be released by the court. I agree to abide by and conform to them and fully understand that my failure to do so may result in:

- (a) revocation of Conditional Release,
- (b) modification of the Conditional Release Plan
- (c) notification of the Court and proper legal authorities,
- (d) emergency hospitalization, pursuant to Section 5122.10 of the ORC
- (e) arrest and prosecution

(Signatures)

Patient _____	Date _____
LAA _____	Date _____
Case Manager _____	Date _____
Forensic Monitor/designee _____	Date _____
SW/designee _____	Date _____
RPH Treatment Team Member _____	Date _____
_____	Date _____

- 11. Agency Agreement to Treat
(Agreement to be Attached)
- 12. Plan for Monitoring Compliance

Appendix K

The rights of a person at a commitment hearing pursuant to ORC Section 2945.401 (C) or (D)(1) or (2), are found in ORC Section 2945.40 (C):

- (C) If a person is found not guilty by reason of insanity, the person has the right to attend all hearings conducted pursuant to sections [2945.37](#) to [2945.402](#) of the Revised Code. At any hearing conducted pursuant to one of those sections, the court shall inform the person that the person has all of the following rights:
- (1) The right to be represented by counsel and to have that counsel provided at public expense if the person is indigent, with the counsel to be appointed by the court under Chapter 120. of the Revised Code or under the authority recognized in division (C) of section [120.06](#), division (E) of section [120.16](#), division (E) of section [120.26](#), or section [2941.51](#) of the Revised Code;
 - (2) The right to have independent expert evaluation and to have that independent expert evaluation provided at public expense if the person is indigent;
 - (3) The right to subpoena witnesses and documents, to present evidence on the person's behalf, and to cross-examine witnesses against the person;
 - (4) The right to testify in the person's own behalf and to not be compelled to testify;
 - (5) The right to have copies of any relevant medical or mental health document in the custody of the state or of any place of commitment other than a document for which the court finds that the release to the person of information contained in the document would create a substantial risk of harm to any person.

Appendix L

OHIO DEPARTMENT OF MENTAL HEALTH GUIDELINE FOR COMMUNITY RISK ASSESSMENT OF PERSONS ON CONDITIONAL RELEASE

A. PURPOSE

This guideline provides to the community mental health system suggested procedures for clinical risk assessment of patients that carry a specific forensic legal status as defined below and who are conditionally released into the community. The risk assessment is an important part of the clinical record and will guide such activities as:

1. Treatment Planning,
2. Violence Prevention Planning,
3. Modification of Conditions of Release including Hospitalization and Revocation.

B. APPLICATION

This guideline applies to all Alcohol, Drug Abuse and Mental Health Services/Community Mental Health (ADAMHS/CMH) Boards, their designated Forensic Monitors, and Community Agency staff providing mental health services to the patients who carry a specific forensic legal status as defined below.

C. DEFINITIONS

“Forensic Legal Status” for the purpose of this guideline refers to persons found:

1. ORC 2945.39 (A)(2) Incompetent to Stand Trial-Unrestorable Under Criminal Court Jurisdiction (IST-U-CJ) and placed on Conditional Release pursuant to ORC 2945.401 and 2945.402, or
2. ORC 2945.40 Not Guilty by Reason of Insanity (NGRI) and placed on Conditional Release pursuant to ORC 2945.401 and 2945.402.

D. PROCEDURES

1. Clinical risk assessment and management of a patient on Conditional Release is the responsibility of the agency treatment team and/or clinician designated by the ADAMHS/CMH Board.
2. For all patients who are placed on Conditional Release directly from Court, an Initial Risk Assessment should be completed within 30 days after the patient is placed on

Conditional Release. Additional information received after completion of the initial assessment should be appended to the initial risk assessment. A Community Risk Assessment Update should be completed at least every 180 days thereafter throughout the Conditional Release Commitment.

3. For all patients who are released from an ODMH hospital to Conditional Release, a copy of the hospital's Initial Risk Assessment should be obtained by the agency treatment team and/or clinician designated to complete the Community Risk Assessment. A Community Risk Assessment Update should be completed within 90 days after the patient is placed on Conditional Release and at least every 180 days thereafter throughout the Conditional Release Commitment.
4. The Initial Risk Assessment consists of a thorough review of the current individual and family history, mental status and present condition of the patient; and a review of past mental health, juvenile justice, adult criminal, military, court, forensic center, and corrections records. Documented reasonable efforts should be made to acquire the above information.
5. A Community Risk Assessment Update should be completed on all Conditionally Released patients on the following occasions:
 - a. whenever an incident occurs which raises concern about whether the patient poses an increased risk of violence and, therefore, may be in need of increased risk management interventions. Such incidents include, but are not limited to, an increase in psychiatric symptoms, noncompliance with medication and/or other treatment, suicidal ideation, threatening comments, assault or property damage, weapon possession, substance abuse, arrest, or any other change in behavior which, for this patient, has been associated with violent behavior.
 - b. at least every 180 days (since the last Update).
6. The Initial Risk Assessment and Updates should be placed in the medical record. The Initial assessment and the two most recent Updates should not be removed from the current record.
7. Risk factors of special relevance should be identified and specifically addressed in the treatment plan.
8. The risk assessment forms and procedures may be used for any patient regardless of legal status. Such use is encouraged as an effective method of assessing and managing relevant risk factors for nonforensic status persons.

This guideline was originally issued by Dr. Michael Hogan to the ADAMHS and CMH Boards on 10-23-97.

Appendix P

Guideline for
MEMORANDUM OF UNDERSTANDING
REGARDING CONTRACTS BETWEEN
COUNTY OF LEGAL RESIDENCE, COUNTY OF COMMITTING COURT
AND COUNTY OF SERVICE PROVISION

This Guideline is intended to assist ADAMHS/CMH Boards draft agreements concerning people who have been granted conditional release (pursuant to [2945.39](#), [2945.40](#) or [2945.402](#) of the Revised Code) by a trial/criminal court and have been either ordered or granted permission by the court to live in a county other than the county of the committing court.

Section [5122.01\(S\)](#) of the Revised Code defines “residence” in the following ways:

- (S) ‘Residence’ means a person’s physical presence in a county with intent to remain there, except that:
 - (1) If a person is receiving a mental health service at a facility that includes nighttime sleeping accommodations, residence means that county in which the person maintained the person’s primary place of residence at the time the person entered the facility;
 - (2) If a person is committed pursuant to section 2945.38, 2945.39, 2945.40, 2945.401, or 2945.402 of the Revised Code, residence means the county where the criminal charges were filed.

Thus, the various counties involved are defined as follows:

County of Legal Residence (home county)—the county of the person’s usual residence;
County of Committing Court—the county where criminal charges were filed;
County of Service Provision—the county where a person may be receiving mental health services, other than the county of legal residence or committing court.

In the vast majority of cases, the County of Legal Residence and Committing Court are the same. The individual’s usual residence is in the same county as the county where the charges were filed. The County of Committing Court has jurisdiction over the individual and may order that the individual receive appropriate treatment services at a community mental health agency in that county. The ADAMHS/CMH Board that serves the County of the Committing Court is responsible for monitoring and tracking the individual on conditional release. Conditional release to the community is a commitment status under which a person meets civil commitment criteria, but does not require hospital level care. The conditional release commitment may be continued by the criminal court for the length of time the individual could have been incarcerated if convicted of the most serious offense charged.

Problems may arise when the court either orders that the person on conditional release not live in the county of the committing court or permits the person upon his or her request to live in

another county. In either case, the court will state in its written order that the person shall live in the specified county.

In such situations, the ADAMHS/CMH Board that serves the County of the Committing Court will seek to enter into a written agreement with the Board that serves the County of Service Provision, that is, the county where the person intends to live and receive services. It is the responsibility of the Board that serves the County of the Committing Court to fund the services provided in another Board area.

If the two Boards cannot enter into a *written* agreement for the provision of these services, then the person should not be permitted to live in the proposed County of Service Provision.

Usual reasons why the Committing Court County seeks services outside that county:

1. The mental health services recommended by the Regional Psychiatric Hospital are not available through the Committing Court county mental health board or agencies. (e.g. intensive treatment services or housing)
2. The Court wants to maintain distance between the individual and the victims of the offense.
3. The individual wants to be closer to family, other supports, or a job.
4. It is the personal preference of the individual.
5. The individual has made significant attachments to mental health services in the county where he/she was hospitalized.
6. Extensive adverse media coverage would be heightened in the County of the Committing Court reducing the chances for successful community reintegration.
7. Other risk factors are present for the individual (e.g. threats of reprisal)
8. The individual has criminal connections in the County of the Committing Court.

Reasons for a Board that serves the County of Legal Residence (*or Service Provision County) to refuse services requested by the Committing Court County:

- *1. The services requested in the conditional release plan are not available
- *2. Clinical expertise necessary to carry out the conditional release plan is not available.
- *3. Service programs are at maximum utilization (particularly residential and others—needs to be clearly documented).
- *4. No involvement (and disagreement) with the conditional release plan.
5. The person has been transient and actually has no home.
6. Family and/or prior victims prefer distance from the person
7. The individual has criminal connections in the County of Legal Residence.

Reasons for the Board that serves the County of the Committing Court to refuse to fund services proposed in the conditional release plan:

1. Disagreement with the conditional release plan to have treatment provided in the County of Legal Residence or in the County of Service Provision.

2. There are too few services mandated in the conditional release plan to be provided in the County of Legal Residence or the County of Service Provision.
3. The services to be provided in the County of Legal Residence or County of Service Provision are too many and/or too expensive.
4. There is a lack of funds to cover services proposed in the conditional release plan and are not funded by Medicaid or another third party. (Documentation needed.)

Disputes regarding contracts for services and/or monitoring should be worked out by the Boards involved. Boards should utilize the current residency dispute guideline, if applicable.

Additional Issues

1. Boards may wish to consider arrangements to share costs for ongoing community services if an individual is charged with a subsequent offense in a Legal or Service Provision county, which may become a second County of Committing Court.
2. Boards may wish to consider arrangements to establish or re-establish residency in their Legal or Service Provision county providing services according to eligibility requirements (e.g. Medicaid) to end the financial liability of the County of the Committing Court for the services (even though the monitoring responsibility remains with the Committing Court county).
3. The Forensic Monitor needs to be notified promptly by any treatment agency if there is any violation of the conditional release plan or breakdown in services. The Forensic Monitor needs to notify the committing court and assist the court in plans to safeguard the client and the public.

Example of a Board to Board Agreement

AGREEMENT BY AND BETWEEN THE CUYAHOGA COUNTY COMMUNITY MENTAL HEALTH BOARD AND THE LORAIN COUNTY MENTAL HEALTH BOARD

This agreement is entered into by and between the Cuyahoga County Community Mental Health Board (CCCMHB) and the Lorain County Mental Health Board (LCMHB).

ARTICLE 1.

The purpose of this Agreement is to specify services, costs and administrative duties associated with the provision of services for an out-of-county forensic client subject to criminal court jurisdiction. The individual who is the subject of this Agreement is: _____ (client name), Social Security Number: _____.

ARTICLE 2. Term

- 2.1 This agreement shall commence on January 1, 2008 and terminate on June 30, 2009.
- 2.2 Upon expiration, the Agreement may be renewed by mutual agreement; however, the terms of this Agreement may be changed.

ARTICLE 3. Services

3.1 General

- 3.1.01 After the CCCMHB Forensic Specialist, Carole Ballard approves the Individual Service Plan, (ISP) for the Consumer, LCMHB, by or through its provider agency, shall provide the following services:
 - 3.1.01.1 Pharmacologic Management
 - 3.1.02.2 Community Psychiatric Supportive Treatment
 - 3.1.02.3 Crisis Intervention Mental Health Service
 - 3.1.01.4 Drug Screens

ARTICLE 4. Costs and reimbursements

4.1 Non-Medicaid

- a. Consumer is in need of non-Medicaid services, and the CCCMHB will pay only for those non-Medicaid services that are approved by the CCCMHB Forensic Specialist and are identified in the ISP, as delineated in Paragraph 3.1 of this Agreement.
- b. LCMHB shall submit monthly invoices, via e-mail to _____@_____ which is to be received on or before the 15th of each month, to the CCCMHB Forensic Specialist, detailing the units of services rendered, cost per unit, dates of service and other relevant information.
- c. The CCCMHB shall pay the properly submitted invoice within thirty (30) days of the CCCMHB Forensic Specialist's approval.

d. The total value of this Contract shall not exceed \$xx,xxxx.00

ARTICLE 5. Continuity of Care

CCCMHB and LCMHB shall work together in advance planning for the transition of Consumer into services provided through LCMHB upon termination of this Agreement.

ARTICLE 6. Dispute Resolution

Any issues in dispute regarding the terms or implementation of this Agreement shall be first referred to the Executive Directors of the parties for resolution. The current ODMH Residency Dispute Process will be utilized if applicable. Problems requiring additional intervention will be referred first to an outside and certified mediator, and lacking resolution through that process, to the appropriate ODMH Area Director(s) for resolution.

ARTICLE 7. Amendments by Agreement

This Agreement may only be amended, modified, or extended by the mutual written agreement of the parties hereto, in a writing signed by both parties, to be attached to and incorporated into this contract.

ARTICLE 8. Entire Agreement

It is acknowledged by the parties hereto that this Agreement supersedes any and all previous written or oral agreements or understandings between the parties concerning the subject matter of this contract.

ARTICLE 9. Severability

Should any portion of this Agreement be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Agreement shall remain in full force and effect unless revised or terminated pursuant to the terms of this Agreement.

ARTICLE 10. Waiver

No waiver of any breach hereof or default hereunder shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

IN WITNESS WHEREOF, the parties hereto have caused two copies of this Agreement to be executed by their duly authorized officers.

THE CUYAHOGA COUNTY COMMUNITY
MENTAL HEALTH BOARD

LORAIN COUNTY MENTAL
HEALTH BOARD

CEO

Executive Director

Date

Date

Appendix S

Legal Assurance Administrator

Duties and Responsibilities

Each ODMH Regional Psychiatric Hospital (RPH) designates a Legal Assurance Administrator (LAA) who has specific duties and responsibilities related to forensic status patients. The LAA has become the primary liaison between the RPH and the criminal justice system, the community Forensic Monitors, the community mental health system, ODMH Central Office, and other agencies involved with forensic mental health services.

The LAA generally becomes the “local” expert on forensic-related issues, developing a relationships with the local court system(s) and other agencies involved with this population by providing guidance, consultation and information.

Outlined below are the major duties and responsibilities of the LAA. The LAA:

- Is responsible for being knowledgeable about current ODMH policies, procedures, and guidelines, the Ohio Revised Code, and the RPH’s policies and procedures.
- Is the primary liaison between the RPH and the criminal justice system. Schedules, coordinates, and monitors forensic admissions, discharges, transfers, and movement levels as related to legal and security issues.
- Responds to questions from judge(s), court personnel and attorney(s) as appropriate, and provides a link to additional resources when indicated.
- Assures the accuracy of journal entries and verifies information through the judge, court personnel or the prosecutor as needed.
- Provides follow-up to questions related to forensic issues at the RPH. May consult with the involved court or attorney(s), the ADAMHS/CMH Board, ODMH Legal Counsel, the ODMH Office of Forensic Services, law enforcement agencies, parole or probation officers, or other agencies as necessary for gathering information and resolving problems.
- Is responsible to prepare, coordinate or monitor written and verbal communications between the RPH staff, patients and the court system.
- Ensures that court-ordered evaluations and reports for initial, full and mandatory hearings are completed in the time allowed, and maintains contact with the courts.
- Initiates the request and further coordinates Nonsecured Status (Second Opinion) evaluations with the local community forensic psychiatric center.
- Consults with treatment teams and professional staff regarding legal/forensic issues, journal entries, ODMH and RPH policy regarding forensic movement and transfer of forensic patients.
- Consults with Chief Clinical Officer (CCO) and/or Chief Executive Officer (CEO) on problems or concerns, reviews policies and procedures and makes recommendations for revision.
- Maintains statistical data and prepares reports for the RPH CEO, CCO, and ODMH. Provides feedback on problem areas as indicated.

- Maintains current information on forensic policies and procedures, the Ohio Revised Code and current statutes, along with ODMH directives. Consults with CEO and/or CCO on problems and provides a recommendation for resolution.
- Is responsible to gather collateral information from prosecutors, defense attorneys, courts, law enforcement agencies and community agencies for the purpose of assisting staff in preparing forensic reports and risk assessments.
- May participate in the development of training programs and in-service training for staff on topics related to legal and forensic issues.
- Serves on RPH committees as appointed, including the Forensic Review Team. Attends regular RPH LAA meetings with OFS, relays related information to RPH leadership, and may participate on statewide ODMH committee(s) and/or activities. Provides feedback to OFS on ODMH policies, procedures, guidelines and directives.
- Monitors Forensic Patient AWOLS and reporting as required, and ensures that the data in the Patient Care System (PCS) AWOL Reporting System is current. Maintains or oversees the input of data into the PCS Forensic Movement Level screens, and all other Forensic Screens in PCS.
- Maintains contact with the Courts, the community Forensic Monitor/designee, and the responsible ADAMHS/CMH Board as required for admission, discharge and transfer of forensic patients. Supports the continuity of care for forensic status patients who move between the RPH and the community through communications with the Court and community mental health representatives prior to conditional release, upon a patient's return from conditional release, and by monitoring the follow-up data from the Forensic Monitors on persons discharged on conditional release

Appendix Y

Notice: Utilization of this document is at the sole risk of the agency or provider. As with any legal instrument or matter of legal interpretation, independent legal counsel should be consulted regarding use of forms and HIPAA compliance.

EXAMPLE

**COMMUNITY FORENSIC MONITORING PROGRAM
CONDITIONAL RELEASE COMMITMENT
CLIENT STATEMENT OF UNDERSTANDING AND CONSENT**

I understand that Conditional Release is a Court-ordered commitment, that I have a Conditional Release Plan, and a treatment plan that has been approved by the Court. I agree to abide by the conditions in my Conditional Release Plan/treatment plan while I am on Conditional Release.

I understand that I am committed to the _____Community Mental Health (CMH)/Alcohol Drug Addiction and Mental Health Services (ADAMHS) Board. The Board has designated _____, as my Community Forensic Monitor, who will monitor me during my Conditional Release commitment.

I understand that the Court, the Board, the Community Forensic Monitor, and my case manager are required to share information about me while I am on Conditional Release. Other individuals or agencies may be involved in my Conditional Release or treatment if designated by the Court for the purpose of monitoring my adjustment and progress in treatment.

I understand that I may be asked to sign an Authorization for Release of Information so that my family can receive information about my medication, treatment, and prognosis. I can designate who is involved and what information is provided.

I understand that my Community Forensic Monitor is required to provide regular reports about my status to the Court, the Board and the Ohio Department of Mental Health.

I understand that if I do not adhere to all of the conditions in my Conditional Release Plan/treatment plan the Court will be notified. The Court may choose to revoke my Conditional Release at any time if I am not compliant with all of the conditions specified in the plan.

I understand that if I decompensate and/or if I need to be re-hospitalized due to symptoms of my mental illness, the Court will be notified. If I am re-hospitalized for an extensive period of time the Court may choose to revoke my conditional release until I can return to the community.

I understand that the Court will hold regular hearings during my Conditional Release commitment and that I may attend these hearings. At any time, if I violate my Conditional Release Plan the Court may hold a hearing to determine if I will continue on Conditional Release or not.

Signature of Client /Date

Witness/Date

- cc Client
- CMH/ADAMHS Board
- Forensic Monitor
- Defense Attorney
- Prosecutor

Appendix Z

Notice: Utilization of this document is at the sole risk of the user. As with any legal instrument or matter of legal interpretation, independent legal counsel should be consulted regarding any matters of HIPAA compliance.

EXAMPLE

**COMMUNITY FORENSIC MONITORING PROGRAM
AGENCY AGREEMENT TO TREAT**

In accordance with Section 5119.57 and Chapter 340 of the Ohio Revised Code:

The (community mental health agency) agrees to provide mental health treatment services to (client) who has been granted Conditional Release from the (County) Court.

The agency is aware that Conditional Release is a commitment and that the client remains under the jurisdiction of the (County) Court and will be monitored by _____, Forensic Monitor for (County of the Committing Court) County.

The agency shall submit monthly progress reports, treatment plan/updates, community risk assessment (initial and updates), to the Court via the Forensic Monitor. The Alcohol Drug Addiction and Mental Health Board (ADAMHS) or the Community Mental Health Board (CMH) for the county of the committing court will receive monthly reports from the agency or _____, Forensic Monitor. If there are any changes in the client's compliance with the Conditional Release Plan, the Community Forensic Monitor is to be notified immediately.

The Forensic Monitor for (County of the Committing Court) County shall ensure that the (community mental health agency) receives a release of information form, and a statement of understanding and consent form all signed by the client. The client has a right to participate in the treatment planning, and a right to make decisions and choices about the treatment provided, within the restrictions imposed by the Court.

Agency Representative

Forensic Monitor

Title

County

Agency

Date