

**RESOLUTION NO. 89-15**

**A RESOLUTION EXTENDING THE INTENSIVE SUPERVISION PROBATION GRANT FOR THE MEDINA MUNICIPAL COURT THROUGH THE FISCAL YEAR 2016, AND DECLARING AN EMERGENCY.**

**WHEREAS:** Notice was received from the Ohio Department of Rehabilitation and Correction that the Intensive Supervision Probation Grant for the Medina Municipal Probation Department has been extended to June 30, 2016 at the estimated funding level of \$116,764.00.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:**

**SEC. 1:** That the Intensive Supervision Probation Grant, FY15 Community Correction Act Grant between the Ohio Department of Rehabilitation and Correction and Medina County is hereby extended to June 30, 2016.

**SEC. 2:** That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law.

**SEC. 3:** That this Resolution shall be considered an emergency measure necessary for the immediate preservation of the public peace, health and safety, and for the further reason that the Grant took effect July 1<sup>st</sup>; wherefore, this Resolution shall be in full force and effect immediately upon its passage and signature by the Mayor.

**PASSED:** July 13, 2015

**SIGNED:** John M. Coyne, III  
President of Council

**ATTEST:** Kathy Patton  
Clerk of Council

**APPROVED:** July 14, 2015

**SIGNED:** Dennis Hanwell  
Mayor

ORD 89-15  
Exh. A

**OHIO DEPARTMENT OF REHABILITATION AND CORRECTION**  
*SUBSIDY GRANT AGREEMENT FOR*  
**COMMUNITY-BASED CORRECTIONS PROGRAMS**  
*NON-RESIDENTIAL MISDEMEANANT*

THIS GRANT AGREEMENT (hereinafter referred to as this Agreement) pursuant to authority in Section 5149.30 to 5149.36 of the Ohio Revised Code (hereinafter referred to as RC) is made and entered into by and between the Ohio Department of Rehabilitation and Correction, Division of Parole and Community Services, Bureau of Community Sanctions, (hereinafter referred to as Grantor), 770 West Broad Street, Columbus, Ohio and The City Of Medina (hereinafter referred to as Grantee), 135 North Elmwood Ave., Medina, Ohio, 44256. The Grantor and the Grantee are collectively known as the Parties and separately known as the Party.

WHEREAS, the Grantee has submitted a grant application to the Grantor, and

WHEREAS, the Grantor is authorized, pursuant to RC 5149.31, RC 5149.32, and RC 5149.36 to determine and award grant funds to assist local governments in community-based corrections program services that are designed to reduce or divert the number of persons committed to state penal institutions and/or detained in and/or committed to local corrections agencies.

**NOW, THEREFORE**, in consideration of the mutual promises, covenants, and agreements set forth herein, the Parties hereto agree as follows:

**1. Funds:** The Grantor awards to the Grantee the sum of One Hundred and Sixteen Thousand Seven Hundred and Sixty-Four Dollars (\$116,764.00) (hereinafter referred to as Funds), to be paid in four equal installments of \$29,191.00, for the initial term as set forth in paragraph number two of this Agreement. The Grantor will make payments of Funds by electronic fund transfer to the Grantee's designee. Such payments will be made during the first month of each quarter of the Grantor's fiscal year until the Funds have been expended. The program's tax identification number is 34-6001851. Total expenditures for Fiscal Year 2016 (07/01/2015 to 06/30/2016) will not in any case exceed \$116,764.00.

This Agreement is for the following programs:

<u>Program Name</u>	<u>Application identifier</u>	<u>Amount</u>
Intensive Supervision	408-ISP-2016-App-MediMuniAPD-00036	\$ 116,764
		\$
		\$
		\$
		\$
		\$

If an above "Program Name" includes a title for Pre-Sentence Investigation (PSI) services, then the following requirements apply to PSI services:

- A. The Funds can be used to hire an employee(s) or independent contractor(s) to conduct PSI reports that meet the requirements of R.C. 2951.03. The employee(s) or independent contractor(s) shall only perform duties for the Grantee related to the completion of PSI reports and shall receive training and be certified for the Ohio Risk Assessment System (ORAS).
  - B. All completed PSI reports must be emailed, within 30 days, of the sentencing/disposition date, to the email account provided by the Grantor for uploading into the Grantor's PSI portal. An ORAS shall be completed for each PSI offender and placed into the automated ORAS.
2. **Term:** This Agreement is effective as of the date indicated on the "Community Based Correction Act Program Grant Approval" letter which is incorporated herein by reference. As the current Ohio General Assembly cannot commit a future General Assembly to expenditure, this Agreement shall expire on June 30, 2016. Prior to the expiration of the initial term or any renewed term, Grantor may give written notice to the Grantee that this Agreement is being renewed and amended under the same term and conditions subject to an award of grant funds pursuant to Grantee's application in response to Grantor's Community Correction Act Grant Application. Such renewal shall begin upon the expiration of the initial term or any renewed term, as applicable, and expire as set forth in an amendment to this Agreement.
  3. **Appropriation:** The Funds are subject to Ohio General Assembly appropriation of the Grantor's proposed Community Non-Residential Programs subsidy (408) budget amount for Fiscal Year 2016. The Parties agree that the Grantor may modify the Funds if such appropriation is less than the Grantor's proposal. The modified Funds shall be determined within the Grantor's discretion.
  4. **Program Services:** During the term of this Agreement, the Grantee shall implement and be responsible for the program services as set forth in Grantee's application's (hereinafter referred to as Program Services) in response to Grantor's Community Correction Act Grant Application which are attached hereto and incorporated herein, in order to obtain Funds available through the Community Non-Residential Programs Subsidy. The comprehensive plan which is part of the Grantor's application is incorporated herein by reference. Any significant change or reduction in Program Services requires the prior written approval of the Grantor. In the event such change or such reduction is approved, the Grantor may make appropriate changes in the Funds.
  5. **Termination:** If the Grantee desires to terminate the Program Services or its participation in this Agreement, the Grantee may do so upon sending written notice to the Grantor, including a resolution to that effect. In such event and in compliance with paragraph (F) of rule 5120:1-5-07 of the Ohio Administrative Code (OAC), the Grantee shall refund to the Grantor the Funds paid to the Grantee which represents funding for Program Services not yet rendered and return equipment, supplies, or other tangible property, as determined by a financial close-out audit completed by the Grantor.
  6. **Staffing:** The Program Services' positions, salaries, and fringe benefits shall be as stated in the said application. None of the persons who will staff and operate the Program Services, including those who are receiving some or all of their salaries out of the Funds are employees or to be considered as employees of the Department of Rehabilitation and Correction.

7. **Dispute Resolution:** The Grantor's Bureau of Community Sanctions shall monitor Program Services during the term of this Agreement. The Grantee and the Chief of the Bureau of Community Sanctions will attempt to settle any dispute which arises out of or relates to this Agreement, or any breach of this Agreement. If not settled, the Grantee may engage the Grantor's Managing Director of Courts and Community for dispute resolution.
8. **Grant Manual:** The Grantee agrees to manage and account for Funds in accordance with the Grantor's "Community Corrections Act Program Grant Manual" which is incorporated herein by reference. The Grantee's Director of Program Services or designee shall be the fiscal agent to act on behalf of the Grantee and be responsible for fiscal oversight including monitoring and reviewing the expenditures of budgeted funds quarterly and tracking expenditures of Funds. Purchases made with the Funds shall be in accordance with county/state/municipal competitive bidding requirements.
9. **Local Funds:** RC 5149.33 prohibits a Grantee from reducing local funds it expends for Program Services. Grant funding shall be expended for Program Services in excess of those being made from local funds. Grant funding shall not be used to make capital improvements. If Grantee violates this paragraph, the Grantor may discontinue Funds to the Grantee, pursuant to the process set forth in paragraph (D) of OAC rule 5120:1-5-07.
10. **Program Evaluation:** Pursuant to RC 5149.31, the Grantor shall evaluate the Program Services and establish means of measuring their effectiveness. Therefore, the Grantee shall prepare and submit to the Grantor the following reports:
  - A. Statistical records for the term of this Agreement in the format and frequency as established by the Grantor. To determine if the Program Services are achieving its stated goal and objectives, the Grantee agrees to submit, within fourteen calendar days, to the Grantor intake, termination, and reassessment data for each offender placed into its Program Services. The Grantee shall maintain internet access for data collection, reporting, and transmission into the Grantor's management information systems. The Grantee shall make available all necessary records for validation and audit of this data. It is agreed that the Grantee shall be provided with the results of the Grantor's review of the intake, termination, and reassessment data at time intervals determined by the Grantor. This section does not apply to pre-sentence investigation grants.
  - B. Quarterly Financial Reports and a Year-end Financial report. The quarterly reports shall include financial information for expenditures that relate to Program Services as set forth in paragraph (C) of OAC rule 5120:1-5-05 and be submitted thirty (30) days after the end of each quarter. The year-end report shall describe the achievements of the Program Services and is due by September 30, 2016.

The Grantee shall cooperate with and provide any additional information as may be required by the Grantor in carrying out an evaluation of the Program Services. Failure to comply with any of these report requirements or other instructions for relevant information by the Grantor may result in the withholding of Funds until such time as Grantee so complies.

11. **Compliance:** All expenditures made by the Grantee with Funds shall be governed by the laws of the State of Ohio, particularly RC 5149.31, RC 5149.32, RC 5149.33, and RC 5149.36. The Grantee shall comply with the rules of OAC Chapter 5120:1-5 (Community Based Corrections Program) which are applicable under this Agreement. If Grantee fails to so comply, the Grantor shall give the

Grantee a reasonable period of time to come into such compliance. Grantee's failure to timely comply may be cause for the Grantor to terminate this Agreement or reduce Funds.

Furthermore, the Funds may be reduced or this Agreement terminated by the Grantor if either of the following circumstances applies:

- A. The quality and extent of the Program Services has been materially reduced from the level proposed in the Grantee's grant application; or
- B. There is a financial or fiscal audit disclosure involving misuse of Funds.

The Grantor's reason(s) for the intent to terminate this Agreement or reduce Funds shall be given, in writing, to the Grantee, no later than sixty (60) days, prior to the said termination or said reduction. The Grantee shall have thirty (30) days following the receipt of said notice to present a petition for reconsideration to the Grantor's Managing Director of Court and Community. Within thirty (30) days of receipt of that petition, the said Director shall respond, in writing, either approving the petition by continuing Funds or disapproving the petition and stating the reason(s) for the disapproval.

- 12. Conflicts of Interest and Ethics Compliance:** No personnel of Grantee or member of the governing body of any locality or other public official or employee of any such locality in which, or relating to which, the work under this Agreement is being carried out, and who exercise any functions or responsibilities in connection with the review or approval of this Agreement or carrying out of any such work, shall, prior to the completion of said work, voluntarily acquire any personal interest, direct or indirect, which is incompatible or in conflict with the discharge and fulfillment of his or her functions and responsibilities with respect to the carrying out of said work.

Any such person who acquires an incompatible or conflicting personal interest, on or after the effective date of this Agreement, or who involuntarily acquires any such incompatible or conflicting personal interest, shall immediately disclose his or her interest to Grantor in writing. Thereafter, he or she shall not participate in any action affecting the work under this Agreement, unless Grantor shall determine in its sole discretion that, in the light of the personal interest disclosed, his or her participation in any such action would not be contrary to the public interest.

Grantee represents, warrants, and certifies that it and its employees engaged in the administration or performance of this Agreement are knowledgeable of and understand the Ohio Ethics and Conflicts of Interest laws and Executive Order No. 2007-01S. Grantee further represents, warrants, and certifies that neither Grantee nor any of its employees will do any act that is inconsistent with such laws and Executive Order. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State of Ohio. The Governor's Executive Orders may be found by accessing the following website:

<http://governor.ohio.gov/GovernorsOffice/ExecutiveOrdersDirectives/tabid/105/Default.aspx>.

- 13. Contract:** All contracts by the Grantee for Program Services must be in writing, contain performance criteria, have itemized service costs, indicate responsibilities of parties' involved, state conditions for termination of the contract and be approved by the appropriate county officials before their implementation. A copy of such contract(s) shall be forwarded to the Bureau of Community

Sanctions.

14. **Finding for Recovery:** The Grantee warrants that it is not subject to an "unresolved" finding for recovery under R.C. 9.24. If the warranty is deemed to be false, this Agreement is void ab initio and the Grantee must immediately repay to the Attorney General any Funds paid under this Agreement.
15. **Standards:** The Grantee shall comply with the standards for subsidy awards to municipal corporations and counties as set forth in R.C. 5149.31, R.C. 5149.36, and OAC rule 5120:1-5-06. In accordance with paragraphs (C) and (D) of OAC rule 5120:1-5-06, the intensive supervision, probation deviation cap shall be ten percent during the term of this Agreement, and if said cap is impermissibly exceeded then Funds shall be reduced.
16. **Certification of Funds:** It is expressly understood and agreed by the Parties that none of the rights, duties, and obligations described in this Agreement shall be binding on either Party until all relevant statutory provisions of the Ohio Revised Code, including, but not limited to, O.R.C. Section 126.07, have been complied with, and until such time as all necessary funds are available or encumbered and, when required, such expenditure of funds is approved by the Controlling Board of the State of Ohio, or in the event that grant funds are used, until such time that Grantor gives Grantee written notice that such funds have been made available to Grantor by Grantor's funding source.
17. **Compliance with Laws:** Grantee, in the execution of duties and obligations under this Agreement, agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances.
18. **Drug Free Workplace:** Grantee agrees to comply with all applicable federal, state and local laws regarding smoke-free and drug-free work places and shall make a good faith effort to ensure that none of its employees or permitted subcontractors engaged in the work being performed hereunder purchase, transfer, use, or possess illegal drugs or alcohol, or abuse prescription drugs in any way.
19. **Campaign Contributions:** Grantee hereby certifies that all applicable parties listed in Divisions (I) (3) or (J) (3) of R.C. 3517.13 are in full compliance with Divisions (I) (1) and (J) (1) of R.C. 3517.13.
20. **Entire Agreement or Waiver:** This Agreement contains the entire agreement between the Parties and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the Parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the Parties. A waiver by any Party of any breach or default by the other Party under this Agreement shall not constitute a continuing waiver by such Party of any subsequent act in breach of or in default hereunder.
21. **Notices:** All notices, consents, and communications hereunder shall be given in writing, shall be deemed to be given upon receipt thereof, and shall be sent to the addresses first set forth above.
22. **Headings:** The headings in this Agreement have been inserted for convenient reference only and shall not be considered in any questions of interpretation or construction of this Agreement.
23. **Severability:** The provisions of this Agreement are severable and independent, and if any such provision shall be determined to be unenforceable in whole or in part, the remaining provisions and any partially enforceable provision shall, to the extent enforceable in any jurisdiction, nevertheless be binding and enforceable.

- 24. Controlling Law:** This Agreement and the rights of the Parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio and only Ohio courts shall have jurisdiction over any action or proceeding concerning this Agreement and/or performance hereunder.
- 25. Successors and Assigns:** Neither this Agreement nor any rights, duties, or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of Grantor.
- 26. Finding for Recovery:** Grantee warrants that it is not subject to an "unresolved" under O.R.C. Section 9.24. If this warranty is found to be false, this Agreement is void ab initio and Grantee shall immediately repay to Grantor any funds paid under this Agreement.
- 27. Prison Rape Elimination Act:** If the Program Services are residential services, the Grantee shall adopt and comply with the Prison Rape Elimination Act, National Standards to Prevent, Detect, and Respond to Prison Rape (28 C.F.R. Part 115). The Grantor shall monitor Grantee to ensure such compliance. The Grantor shall ensure that Grantee has been trained on their responsibilities under Grantor's Policy on sexual abuse and sexual harassment prevention, detection and response.
- 28. Execution:** This Agreement is not binding upon Grantor unless executed in full.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed by their duly authorized officers, as of the day and year first written above.

**FOR THE GRANTOR:**

*Christopher Galli*

Christopher Galli, Chief  
Bureau of Community Sanctions

*Cynthia Mausser*

Cynthia Mausser  
Managing Director of Courts and Community

**FOR THE GRANTEE:**

[Signature] 4 June 15  
County Commissioner Date

Pat Jessiman 6-2-15  
County Commissioner Date

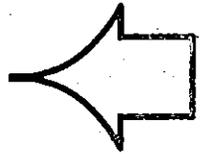
[Signature] 6-2-2015  
County Commissioner Date

**FOR THE GRANTEE:**

\_\_\_\_\_  
County Executive Date

**FOR THE GRANTEE:**

[Signature] 7-14-15  
Mayor/City Manager Date  
Mayor Dennis Harwell



Program Type Selection

Primary Program Type

- Community Work Service
- Day Reporting
- Domestic Violence
- Electronic Monitoring
- Intensive Supervision
- Jail Case Management
- Non Supervisory Treatment Program
- Non Support
- Other:

- Work Release
- Pretrial
- Prosecutorial Diversion
- PSI
- Re-entry Court
- Residential
- Sheriff Program
- Standard Probation

Secondary FUNDED Program Types

Instructions and Explanation: MUST BE FUNDED WITHIN THE PRIMARY PROGRAM BUDGET.

Check any of these sanctions or services (programming) that are funded in part or entirely through CCA funding. Contact your grant representative with questions.

- Day Reporting
- Domestic Violence
- Work Release
- Non-Supervisory Treatment Program
- Jail Case Management
- Pretrial
- Re-Entry Court
- Prosecutorial Diversion
- Residential
- Community Work Service
- Electronic Monitoring
- PSI Writers
- Non Support
- Other Clinical case management/counseling
- Other
- Other

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

- Yes
- No

If yes, please summarize below any information that was added or removed from this page.

## General Program Description 1

## 1. Please provide a detailed description of the program.

At the presentence stage, the program will target a population of known recidivists who have been under community control within five years of their referral for presentence investigation. All offenders meeting this criteria will be assigned to a single officer for presentence interview and administration of the risk assessment instrument. The officer will make a sentencing recommendation for standard or intensive supervision based on the results of this process. The same officer will monitor offenders at the intensive level, providing continuity for offenders who have re-offended following previous community supervision, without subjecting them to inappropriate levels of services. Offenders who are determined not to be appropriate for intensive supervision will be referred to another supervising officer. This structure will also benefit the sentencing judge, as he will have a designated staff member who specializes in both evaluating and supervising offenders who did not respond completely successfully to previous community based interventions. Other offenders deemed to be in need of intensive supervision probation by the Court may also be assigned to the ISP officer's caseload.

The counseling component will allow offenders to receive assessment, individual clinical case management, and cognitive behavioral interventions.

## 2. The program's main purpose is to:

Reduce Jail Incarceration  Reduce Recidivism

## 3. What courts does this program serve?

Common Pleas Court  Other

County Court

County Municipal Court

Municipal Court

## 4. What is the average length of time that offenders will participate in the program?

4 to 12 months

## 5a. What offender population is your program designed to serve?

Misdemeanant offenders

## 5b. Indicate the risk level of offenders in the program, as determined by ORAS or CCA Risk/Needs tool. (select all that apply) \*

Low

Moderate

High

Very High

## 5c. Is the program designed to serve a specific target population, e.g., DUI, sex crimes, domestic violence, non support cases?

Yes  No

If yes indicate target population:

## 6. Provide your program eligibility requirements (admission and exclusionary criteria).

High risk offenders who are sanctioned to significant periods of incarceration for public safety reasons, would not be included in this program.

Also, low risk offenders with no identifiable criminal history or substance abuse issues would not be included in this program.

## 7. Describe in detail how offenders will be referred to the program.

For the presentence and supervision component, offenders will be referred to the program through court order/journal entry. For the counseling component, offenders will be referred by the ISP officer to the designated treatment providers.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes  No

General Program Description 1

If yes, please summarize below any information that was added or removed from this page.

General Program Description 2

8. Which validated assessment tool(s) does the program use? Only indicate the assessment(s) administered in-house by program staff. Do not indicate assessments performed by referral agencies.

- |  |  |
|--|--|
| ORAS Pretrial Assessment Tool (PAT)                | Adult Basic Education (TABE)                         |
| ✓ ORAS Community Supervision Screening Tool (CSST) | IQ Test:   |
| ✓ ORAS Community Supervision Tool (CST)            | Texas Christian University (TCU) Assessments:        |
| Supplemental Reentry Tool (SRT)                    | University of Rhode Island Change Assessment (URICA) |
| Addiction Severity Index (ASI)                     | ✓ Other: ORAS-MAT                                    |
| Brief Symptom Inventory (BSI)                      | Other:   |
| Substance Abuse Subtle Screening Inventory (SASSI) | Other:   |
| Ontario Domestic Assault Risk Assessment (ODARA)   |  |
| None   |  |

If None is selected please explain below and skip to question 13 (on next form).

9. Indicate when the above listed assessment(s) will be completed.

- |  |  |
|--|--|
| ✓ During the Presentence Investigation | ✓ Upon entrance to the program               |
| Prior to sentencing                    | At specified intervals during the program.   |
| Upon referral to the program           | Upon successful termination from the program |

10. Describe why and how you use this assessment tool(s). Include information on who completes the assessment tool(s).

This program is currently using MATS assessment tool for its offenders. Assessment tool is administered by the probation officer assigned to the case during the presentence investigation process . Based on the results of the MATS, the offender will be appropriately assigned to a level of programming. If offenders are sentenced without a presentence investigation the MATS will be administered upon entrance to the program.

11. How will the assessment instrument (or 'results') be utilized to develop individualized programming for each offender?

High risk individuals will receive the greatest amount of services/interventions, and will report more frequently than moderate or low risk offenders to whom service delivery reporting requirements will also be adjusted according to their classification. The results will be used to separate individuals of various risk levels for the purpose of administering interventions in group settings.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

- ✓ Yes      No

If yes, please summarize below any information that was added or removed from this page.

Program ceased using Ohio Risk Assessments, and began using newly developed ORAS-MAT assessment.

General Program Description 3: Solutions Behavioral Health Care

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

- |                          |  |                              |
|--------------------------|--|------------------------------|
| Employment Assistance    | Residential Treatment  | Domestic Violence Classes    |
| Mental Health Counseling | <input checked="" type="checkbox"/> Substance Abuse Counseling | Cognitive Behavioral Classes |
| Parenting Classes        | Vocational Training  | GED Classes                  |
| Day Reporting Classes    | Sex Offender Treatment   | None                         |

Other:

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Solutions Behavioral Health Care

Length of Service: 4-6 months

Frequency of sessions: 2 times per week

Name of curriculum and Author:

Solutions Behavioral Healthcare provides several group treatment options based on the University of Cincinnati Cognitive Behavioral Interventions curriculum for substance abusing offenders. The majority of offenders with moderate need in the area of substance abuse and will attend Phase I and Phase II Recovery group sessions for a total of 78 hours. They may be referred to aftercare following group completion ( Relapse Prevention Phase I and II, which are also based on the U.C. CBT model). Offenders who are in need of Intensive Outpatient treatment may also receive these services through Solutions Behavioral Health Care (108 hours total). This IOP program is CBT based.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Due to the limited number of available facilitators and treatment times, groups are currently unable to be separated by gender. Moderate risk offenders are the primary focus of the groups, and efforts are being made to separate by risk level for all groups. . The average group size for Recovery Group I and II is 8 clients with an established facilitator to client ratio of 1 to 12.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes  No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

- Employment Assistance
- Mental Health Counseling
- Parenting Classes
- Day Reporting Classes
- Residential Treatment
- Substance Abuse Counseling
- Vocational Training
- Sex Offender Treatment
- Domestic Violence Classes
- Cognitive Behavioral Classes
- GED Classes
- None

Other: Clinical Case Management Services

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4 - 6 months

Frequency of sessions: once every two weeks

Name of curriculum and Author:

The majority of offenders in the ISP program engage in services with clinical case managers. An assessment for mental health and substance abuse issues is administered to all referrals and a case plan for services is developed based on the assessment results and personal interviews with the offender. Individual and group sessions may focus on resolving criminogenic needs and may address everything from negative peer associations to substance abuse issues, to educational/employment goals.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Services are structured to initially serve individuals of moderate or high risk levels in "one-on-one" sessions with the clinical case manager. Moderate risk male offenders may be referred into a CBT group facilitated by the clinical case manager.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes  No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

- Employment Assistance
- Mental Health Counseling
- Parenting Classes
- Day Reporting Classes
- Residential Treatment
- Substance Abuse Counseling
- Vocational Training
- Sex Offender Treatment
- Domestic Violence Classes
- Cognitive Behavioral Classes
- GED Classes
- None

Other:

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4 - 6 months

Frequency of sessions: once per week

Name of curriculum and Author:

Getting Motivated to Change - TCU Institute of Behavioral Research

Stages of Change - Kendra Cherry

Cognitive Behavioral Therapy - David Burns, MD

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

Clinical sessions are divided between a group setting and individual sessions on alternating weeks. Groups serve medium risk offenders, and are approximately 10-14 people in size. Currently, groups primarily serve a male population.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes  No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

- |                          |                            |   |
|--------------------------|----------------------------|---|
| Employment Assistance    | Residential Treatment      | <input checked="" type="checkbox"/> Domestic Violence Classes |
| Mental Health Counseling | Substance Abuse Counseling | <input type="checkbox"/> Cognitive Behavioral Classes         |
| Parenting Classes        | Vocational Training        | <input type="checkbox"/> GED Classes                          |
| Day Reporting Classes    | Sex Offender Treatment     | <input type="checkbox"/> None                                 |

Other:

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 4-6 months

Frequency of sessions: once per week

Name of curriculum and Author:

The violence prevention program is a behavioral management program targeted toward offenders with convictions of domestic violence or related charges. It is a total of 32 hours . The curriculum used is the EMERGE model for batterer intervention.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

The group is limited to participants of the male gender with an average size of 6 to 10 members. There are always 2 facilitators ( one male and one female). The majority of participants are of moderate risk level.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes  No

If yes, please summarize below any information that was added or removed from this page.

General Program Description 3: Alternative Paths

12. What programming is provided to offenders served by the grant?

Check one, and complete question 13. Save the page. Click Add for additional pages, and repeat steps as necessary.

- Employment Assistance
- Mental Health Counseling
- Parenting Classes
- Day Reporting Classes
- Residential Treatment
- Substance Abuse Counseling
- Vocational Training
- Sex Offender Treatment
- Domestic Violence Classes
- Cognitive Behavioral Classes
- GED Classes
- None

Other: Aftercare Services

13. Describe the programming that is offered as indicated in General Program Description question #12. Address all of the following applicable information for each service:

Service Provider: Alternative Paths

Length of Service: 30-90 days

Frequency of sessions: once per week

Name of curriculum and Author:

The aftercare group was designed locally to provide services to court-ordered clients from both the felony and misdemeanor level in Medina County. It is facilitated by a credentialed substance abuse clinician who assists participants in focusing on relapse prevention through : increasing self-efficacy, developing and implementing new lifestyle behaviors, reducing thinking errors, applying cognitive behavioral strategies learned in prior treatment, avoidance of high risk situations which can trigger relapse managing stressors related to early recovery, and continuous education on coping skill development and application. participants receive individual case managemnt services as needed in addition to participating in the peer group sessions.

Describe the composition of the group (e.g., gender, group size, risk level(s) served):

The group, composed of mostly moderate risk offenders, does not exceed fifteen members. The basic structure of the group portion of aftercare is 12 weekly two hour sessions , but services are adjusted for individual clients based on need. At this time the group is not gender specific and allows both male and female participants, however this issue will be addressed as the number of individuals needing service increases, and two separate gender specific groups are able to be supported.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes       No

If yes, please summarize below any information that was added or removed from this page.

Frequency of the sessions was reduced to weekly (instead of 2 times per week).

General Program Description 4

14. Which of the following techniques/interventions are staff formally trained to use in day to day interactions with offenders?

Check all that apply

- |                           |                 |                             |
|---------------------------|-----------------|-----------------------------|
| ABC Model                 | Skill Building  | ✓ Motivational Interviewing |
| ✓ Cost Benefit Analysis   | Skill Cards     | ✓ EPICS                     |
| Decisional Balance        | Skillstreaming  | Carey Guides                |
| Problem Solving Worksheet | Thinking Report | None                        |
| Other                     |                 |                             |

15. Please indicate which of the following Behavior Modification Techniques are used to reinforce positive behavior:

Check all that apply

- |   |  |
|---|--|
| ✓ Verbal Praise   | offenders name placed on award/plaque            |
| ✓ Decrease in Reporting Frequency                                     | Issue a certificate                              |
| ✓ Early termination from supervision                                  | Free homework pass                               |
| GED class time counts as community service once offender achieves GED | Coupon redeemable for rewards                    |
| ✓ Supervision fee reduction   | ✓ "positive feedback" report to judge/P.O.       |
| ✓ "Good job" tokens   | Removal/reduction of a sanction                  |
| Extended curfew   | Removal from Behavior Contract                   |
| Travel pass approval  | Graduation ceremony for program completion       |
| ✓ Reduction in supervision level                                      | Announced/recognized as client of the week/month |
| None  | "thank you" note                                 |
| Other   |  |

16. Please indicate which of the following Behavior Modification Techniques are used to address violation behavior:

Check all that apply

- |   |                                    |
|---|------------------------------------|
| Day Reporting                             | ✓ Placement in out-patient program |
| ✓ Increase in supervision level           | Placement in halfway house         |
| Summons before a Supervisor/administrator | Placement in CBCF                  |
| Structured supervision activities         | ✓ Electronic Monitoring            |
| Summons before a Unit Supervisor          | ✓ Community work service           |
| ✓ Substance Abuse testing                 | ✓ Summons before a judge           |
| Residential curfew                        | ✓ Increase length of supervision   |
| Formal written reprimand                  | ✓ Revocation                       |
| ✓ More frequent reporting                 | ✓ Jail incarceration               |
| None                                      |                                    |
| ✓ Other No contact orders with victims.   |                                    |

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

- ✓ Yes            No

General Program Description 4

If yes, please summarize below any information that was added or removed from this page.

Probation officer was trained for use in EPICS II programming during the last fiscal year.

## General Program Description 5

17. **Describe how contact frequency and supervision requirements vary by ORAS or CCA Risk/Needs tool risk levels upon placement into the program.**  
 High risk offenders are required to report to their probation officer at least 3 times per month. High risk offenders are required to participate in CBT based programming addressing various criminogenic needs. High risk offenders are required to complete more programming hours than other risk levels.  
 Moderate risk offenders are required to report to their probation officer at least 2 times per month. Moderate risk offenders are required to participate in CBT based programming addressing various criminogenic needs. Moderate risk offenders are required to complete fewer programming hours than higher risk offenders.  
 Under some circumstances, low risk offenders with high need in specific area/areas are required to report to their probation officer and complete CBT programming needed specific to their criminogenic needs.
18. **Describe how contact frequency and supervision requirements change as an offender progresses through the program.**  
 The program is structured to be completed in two phases. First phase requires offenders to report according to their risk level. Offender's progress is measured by a behavioral assessment tool which is administered upon offender's placement into the program and following completion of assigned interventions. If progress is shown by the behavioral assessment score, an offender's reporting requirement is decreased.
19. **Describe the process and any evaluations/tools/assessments used by which your program periodically and objectively assess progress on supervision and successful completion. (i.e., completion of case plan goals, reduction in criminal thinking according to validated assessment results.)**  
 Program uses a CCA approved behavioral assessment tool, Misdemeanor Assessment Tool, designed to measure offender's progress. This tool is administered by the supervising officer. Additional assessments are administered by the CBT based programming, which use the TCU's Criminal Thinking Scale as a measure of progress.

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Yes       No

If yes, please summarize below any information that was added or removed from this page.

Implementation of ORAS-MAT.

## General Program Description 6

20. **Describe the quality assurance measures in place regarding the following topics (include position/person performing the QA and frequency of QA checks):**
- a. **Timeliness and accuracy of CCIS-Web data entry**  
 The project director completes file audits on all cases assigned to the program. The audit will be within six weeks of a person being enrolled in the program. At that time CCA data is reviewed for completion and accuracy. A written audit report is included in the case file for program staff to make any necessary corrections.
- b. **Compliance with internal policy and procedures regarding offender contacts & case file documentation requirements**  
 During the file audit process, the project director observes totals for face to face contacts and collateral contacts. Case notes/case plans are reviewed and the files are inspected for necessary documentation of employment verification, participation in required treatment programs and the like. Any discrepancies are noted in writing and referred to the appropriate staff member.
21. **Describe how the program will improve the quality and efficiency of the local criminal justice system.**  
 The program will protect the community from more serious misdemeanor offenders who would have been sentenced to jail (at public expense) without such a program. The program also provides municipal judges with an additional sentencing option which has a rehabilitative focus.
22. **How will the program reduce the need for incarceration in the jail or state prison system?**  
 The structure of the program, coupled with individual case plans and treatment interventions, will result in offenders being effectively monitored in the community.
23. **Are offenders required to pay any fees in order to participate in this CCA program?**  
 Yes  No  
 If Yes, indicate the amount of the fees, the reason for the fees, and if the fees off-set program  
 Fees are collected in the amount of \$480 per offender. The fees are placed into the probation budget which is the main source of funding for the probation department's operations. The fees off set the program costs by covering numerous program expenses which are not funded by the grant.

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Yes  No

If yes, please summarize below any information that was added or removed from this page.

Medina Municipal Court probation service fees have increased in the past fiscal year from \$360 per offender, to \$480 per offender.

General Program Description 7

24. Indicate the program's primary goal and objective(s)

Goal: To reduce recidivism by providing appropriate and meaningful interventions for offenders being supervised in the community.

Objective 1: To properly assess the risk level of each offender.

Objective 2: To assign each offender to the appropriate level of supervision.

Objective 3: To provide proper interventions based on risk level and offender needs.

25. Indicate how the primary goal and objective(s) will be measured.

Measure for Objective 1: The number of risk assessments completed.

Measure for Objective 2: The number of offenders assigned to intensive supervision.

Measure for Objective 3: The number of offenders assigned to evidence-based interventions.

26. List (at least 3) up to five additional program goals, objectives and methods of measurement for each. If extra lines are needed fill out available text boxes and save the page. 3 additional blank boxes will appear after the page is saved.

Goal: To reduce local jail commitments.

Objective: To monitor the behavior of low risk offenders within the community.

Measure: The number of offenders completing supervision successfully.

Goal: To implement positive change in the behavior of moderate and high risk offenders.

Objective: To address the criminogenic needs of moderate and high risk offenders.

Measure: The number of offenders successfully completing cognitive behavioral, substance abuse, educational, and other relevant programs.

Goal: To provide specialized presentence investigations for offenders who have been under community control within five years of their current referral.

Objective: To identify risk level at the presentence stage for the purpose of making appropriate sentencing recommendations to the Court.

Measure: The number of offenders properly evaluated prior to sentencing.

27. List offender/programming resources NOT available in the community, that you see as a predominant need for offenders in your program.

Employment resource group focusing only on offenders.

Educational programs focusing on offenders.

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Yes       No

If yes, please summarize below any information that was added or removed from this page.

Alternative Paths has developed a CBT/substance abuse group focusing exclusively on female offenders. This need was removed from #27 (describing resources not available in the community).

## Intensive Supervision Probation

1. **Approximately how many offenders will be admitted to the program during this fiscal year?**  
65
2. **Describe the process to move offenders to basic supervision and the agencies that will be responsible for this process.**  
Offenders who complete their primary conditions of intensive supervision prior to the expiration of their court-ordered duration of probation will be eligible for transfer to general supervision, subject to the approval of the sentencing judge. The intensive supervision officer and/or the project director of the Medina Municipal Court probation department shall be responsible for initiating and completing this process.
3. **Describe the process to move offenders who violate from basic supervision to intensive supervision probation.**  
Offenders under general supervision who are found to be in violation of their probation are scheduled for probation violation sentencing hearings. At these hearings the judge imposes sanctions for supervision violations, and may choose to order an offender to be transferred to intensive supervision. Also, offenders who have not been served with formal violations but who are at risk of violating general supervision terms may be scheduled for a show cause hearing in front of the judge. At this hearing the judge may order a transfer from general to intensive supervision probation, in order to assist the offender in completing supervision successfully.
4. **What is the approximate case load size per officer?**  
50 to 60
5. **What are the differences between the Intensive Supervision Program and the general probation supervision in your agency?**  
Those on intensive supervision have more face to face contacts, more collateral contacts, more cognitive behavioral interventions and more substance abuse screenings than those individuals on regular supervision.
6. **Other information or program description needed for clarification.**

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Yes       No

If yes, please summarize below any information that was added or removed from this page.

Number of the offenders was decreased to 65 because more resources will be spent on higher risk offenders.

Pre Sentence Investigation

1. **Please list all Common Pleas Courts who receive PSI services through this grant?**  
The intensive supervision officer completes presentence reports only for the Medina Municipal Court.
  
2. **What is the expected number of PSIs to be completed by PSI writer/probation officer whose salaries are supported through this grant?**  
90
3. **How many PSI writers/probation officers complete PSIs and what percentage of their time is dedicated to this task?**  
The ISP officer completes presentence reports on the targeted group of offenders who have been under community supervision in the recent past. Approximately twenty- five percent of his time is devoted to this process.
4. **What is the average monthly number of PSIs completed per PSI writer/probation officer?**  
5 to 10
5. **What is the average length of time to complete a PSI?**  
two weeks to a month
6. **Provide the name and contact information for the person(s) responsible for emailing the completed PSI's to the DRC email account for each county court served?**  
Not applicable.
7. **Other information or program description needed for clarification.**

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Yes  No

If yes, please summarize below any information that was added or removed from this page.

Other

1. **Approximately how many offenders will be admitted to the program during this fiscal year?**  
40
2. **Describe program provided.**  
Grant funds are used to provide clinical case management services through contract with Alternative Paths Inc. Services include assessment and case plan development . In addition to individual counseling, clinical case managers will provide structured cognitive behavioral interventions.
3. **Frequency of classes.**  
once per week  
Other
4. **Other information or program description needed for clarification.**

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Yes       No

If yes, please summarize below any information that was added or removed from this page.

Number of the offenders was decreased to 40 as more offenders are being referred to more structured treatment as required by the standards.



Fringe Benefits

**Total Wages** - autopopulated total salary amount from the Salary page(s) - This data is provided as information only and does NOT affect any calculations on the Fringe Benefits page. **\$70,874.0000**

			Rate	Wages	Total FY Expenditures
PERS/Other Retirement			0.14	\$70,874.0000	\$9,922.3600
Workers Comp			0.03	\$70,874.0000	\$2,126.2200
Unemployment					\$0
Medicare			0.0145	\$70,874.0000	\$1,027.6730
Health Insurance	Category	Number of Employees	Rate	Number of Months	
	family coverage (1/2 of actual annual cost)	1	2000	6.00	\$12,000.0000
		0			\$0
		0			\$0
		0			\$0
		0			\$0
					\$12,000.0000
			Health Insurance Total		
Vision/Dental	Category	Number of Employees	Rate	Number of Months	
		0			\$0
		0			\$0
		0			\$0
		0			\$0
		0			\$0
					\$0
			Vision/Dental Total		\$0
Life					\$0
					\$0
					\$0
Other	Category				\$0
					\$0
					\$0
					\$0
					\$25,077
			Fringe Benefits Total		

**Justifications**

Fringe benefits were calculated based on percentages/ amounts used to calculate fringe benefits for the City of Medina. The actual cost for health benefits may actually be underestimated as costs are likely to increase.

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Yes       No

**Fringe Benefits**

If yes, please summarize below any information that was added or removed from this page.

Wages and healthcare costs were adjusted for the next fiscal year.

General Operating Expenses

			Total FY Expenditures
<b>General Supplies</b>			
Office supplies			\$0
Copier supplies			\$0
<b>Total Office Supplies</b>			<b>\$0</b>
<b>Communications</b>			
Annual telephone			\$0
Telephone Repair / Installation			\$0
Annual Cell Phone			\$0
Annual Internet			\$0
Annual Postage			\$0
Other			\$0
<b>Total Communications</b>			<b>\$0</b>
<b>Advertising/Printing</b>			
Advertising			\$0
Printing			
<b>Total Advertising/Printing</b>			<b>\$0</b>
<b>Insurance/Bonding</b>			
Auto Insurance			\$0
Bonding/Liability			\$0
<b>Total Insurance/Bonding</b>			<b>\$0</b>
<b>Transportation</b>			
	<b>Rate</b>	<b>Quantity</b>	
Mileage Reimbursement	\$0	0	\$0
Actual gasoline			\$0
Vehicle Maintenance			\$0
Lodging and meals for non-training events	\$0		\$0
Other:	\$0		\$0
<b>Total Transportation</b>			<b>\$0</b>
<b>Staff Training and Development</b>			
	<b>Rate</b>	<b>Quantity</b>	
Conference/Seminar registration	\$0		\$0
Name:	\$0		\$0
Lodging and Meals	\$0		\$0
Membership Fees			\$0
			\$0
			\$0
			\$0
<b>Total Staff Training and Development</b>			<b>\$0</b>

General Operating Expenses

Rentals	Rate	# of months	
Office Space	\$0		\$0
Copier Equipment			\$0
Urinalysis Equipment			\$0
Other	\$0		\$0
<b>Total Rentals</b>			<b>\$0</b>
Utilities			
Electricity			\$0
Gas			\$0
Water/Sewage			\$0
<b>Total Utilities</b>			<b>\$0</b>
Maintenance and Repair	Rate	Quantity	
Copier Agreement			\$0
Office Equipment Repair			\$0
Urinalysis Equipment			\$0
General Repair			
Other			\$0
<b>Total Maintenance and Repair</b>			<b>\$0</b>
<b>Total General Operating Expense</b>			<b>\$0</b>

Justifications:

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Yes       No

If yes, please summarize below any information that was added or removed from this page.

Entire budget needed to be devoted towards personnel and clinical services.

**CCA Application 2016**

**Organization: Medina Municipal Court Adult Probation Department**

**408-ISP-2016-App-MediMuniAPD-00036**

**Version Date: 06/08/2015 14:56:15**

**Program Expenses**

	<b>Unit Cost</b>	<b>Quantity</b>	<b>Total FYExpenditures</b>
<b>Drug Tests</b>	\$0	0	\$0
	\$0	0	\$0
<b>Alcohol Testing</b>	\$0	0	\$0
	\$0	0	\$0
<b>Confirmation Testing</b>	\$0	0	\$0
			\$0
<b>Testing supplies (gloves, cups, etc.)</b>			\$0
<b>Waste Disposal</b>			\$0
<b>Total Substance Use Testing</b>			\$0
<b>Electronic Monitoring</b>	\$0	0	\$0
	\$0	0	\$0
<b>Residential Beds</b>	\$0	0	\$0
			\$0
<b>Assessments</b>	\$0	0	\$0
			\$0
<b>GED classes/testing</b>	\$0	0	\$0
			\$0
<b>Counseling</b>			
clinical case management services	\$25.75	808.27	\$20,812.9525
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
	\$0	0	\$0
<b>Educational Supplies</b>	\$0	0	\$0
			\$0
<b>Bus/transportation Passes for offenders</b>	\$0	0	\$0
<b>Other</b>			\$0
			\$0
			\$0
<b>Total Non-Substance Use Testing</b>			\$20,812.9525
<b>Total Program Expenses</b>			\$20,813

**Justifications:**

The services of clinical case managers are an integral part of the program. This expense provides individual and group CBT based interventions, at no additional cost to the offender.

Was any new information added to this page that was not included in the FY15 application or was there information removed from this page that was included in the FY15 application?

Program Expenses

Yes       No

If yes, please summarize below any information that was added or removed from this page.

Clinical case management services were adjusted to reflect current clinical activities.



Budget Summary

**Total Program Budget:** \$116,764.00

This value is auto-filled by the Pre-Application which is completed by BCS.

**Total Personnel** \$95,951

**General Operating Expenses** \$0

**Program Expenses** \$20,813

**Equipment** \$0

**Total Budget** \$116,764

**Justification:**

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Yes  No

If yes, please summarize below any information that was added or removed from this page.

**Local Corrections Planning Board Membership**

Please click the link below to find the Local Corrections Planning Board Membership document. Complete the form and save a copy to your computer. Then click the Browse button to upload the completed document onto this page.

**\*\*Please note that the composition of membership of the Local Corrections Planning Board is dictated by Ohio Revised Code 5149.34 and shall include a representative from each organization listed on the template form.**

[LCPB Membership List Template Excel](#)

[http://www.ocjsgrants.com/\\_Upload/216618-UpdatedLCPBRoster.docx](http://www.ocjsgrants.com/_Upload/216618-UpdatedLCPBRoster.docx)

[Local Correction Planning Board Meeting Minutes](#)

