
**Interagency Agreement
Between
The Ohio Department of Mental Health
And
The Ohio Department of Mental Retardation and Developmental Disabilities
Concerning Ohioans with Mental Illness and Mental Retardation or Developmental
Disabilities**

I. PURPOSE

WHEREAS, persons with mental retardation or developmental disabilities and co-occurring mental illness are among the most vulnerable of Ohio’s citizens, a cooperative effort among agencies is necessary to assist them to realize their maximum potential and live in the least restrictive setting consistent with their health and safety;

WHEREAS, the Ohio Department of Mental Health (hereinafter, “ODMH”) is the executive agency granted authority pursuant to Chapter 5119 of the Ohio Revised Code to operate, license and/or certify programs for individuals with mental illness, and to provide regulatory oversight of the mental health functions of Alcohol, Drug Addiction, and Mental Health Services Boards and Community Mental Health Boards (hereinafter, “ADAMH/CMH Boards”) which operate pursuant to Chapter 340 of the Ohio Revised Code; and,

WHEREAS, the Ohio Department of Mental Retardation and Developmental Disabilities (hereinafter, “ODMRDD”) is the executive agency granted authority pursuant to Chapter 5123 and Chapter 5126 of the Ohio Revised Code to operate, license and/or certify programs for individuals with mental retardation and developmental disabilities, and to provide regulatory oversight of County Boards of Mental Retardation and Developmental Disabilities (hereinafter, “County Boards”) which operate pursuant to Chapter 5126 of the Ohio Revised Code.

Now, therefore, ODMH and ODMRDD hereby subscribe to and support this “Interagency Agreement Concerning Individuals with Co-occurring Mental Illness and Mental Retardation or Developmental Disabilities.”

The specific purposes of this agreement are:

1. To find ways to most efficiently and effectively meet the needs of individuals with co-occurring mental illness and mental retardation or developmental disabilities;
2. To work together toward the implementation of identified best practices in all treatment and habilitation settings; and,
3. To develop and support a Coordinating Center of Excellence which will have the mission of further identifying best practices, including evidence-based practices, where they exist, training professionals in both systems, providing clinical consultation and follow-along

throughout Ohio, and enhancing the ability of local systems to meet the needs of individuals served by both systems.

It is the goal of both departments to accomplish these purposes within available resources. It is also a goal of both departments to ensure that the above services are, to the extent possible, based on the needs of each individual.

II. JOINT RESPONSIBILITIES

- A. Each department shall appoint a person to serve as the primary contact or liaison. The liaisons shall have responsibility and authority for the following:
1. To serve as point persons for the two departments;
 2. To form committees or work groups to work on specific tasks;
 3. To provide information to the relevant personnel within their departments;
 4. To facilitate meetings between local persons or entities to accomplish the above purposes including, but not limited to, meetings between County Board personnel and ADAMH/CMH Board and provider agency personnel; and
 5. On an annual basis, to develop and revise a plan to provide joint training for individuals working in both systems, family members and consumers of services.
- B. The departments further agree to cooperate to:
1. Coordinate efforts to serve individuals with co-occurring mental illness and mental retardation or developmental disabilities;
 2. Develop and periodically revise training/informational materials concerning individuals with co-occurring mental illness and mental retardation or developmental disabilities;
 3. Assist communities, on a regional basis in developing joint proposals for programs including, but not limited to, long-term residential programs with intensive levels of supervision, and to seek funding for them in the biennial budget, or through grant proposals;
 4. Explore the development of an interagency group with the Departments of Education and Job and Family Services;
 5. Explore methods to best serve individuals who require competency restoration in order to stand trial, and to continue to serve those who are judged incompetent to stand trial-unrestorable; and
 6. Review and seek changes in relevant statutes and regulations, as needed.

III. RESPONSIBILITIES OF ODMH

- A. To identify individuals who have mental retardation or developmental disabilities in the Integrated Behavioral Healthcare System (hereinafter, "IBHS");

- B. To adapt the programs as needed in IBHS to better meet the needs of individuals with a dual diagnosis of mental retardation or developmental disabilities and mental illness;
- C. To assure that Behavioral Health Organizations (hereinafter, "BHO") staff working with dually diagnosed individuals demonstrate their competency to work with this population through the BHO competency assessment program;
- D. Within the parameters of state and federal laws relating to confidentiality:
 - 1. To assign staff at each IBHS facility the responsibility of attempting to maintain contact with a service and support administrator or other designated party from the County Board for the county from which the individual was admitted and to which he or she is likely to return;
 - 2. To provide relevant information and/or records to ODMRDD or a County Board prior to discharge so that the plan put in place upon discharge takes into account the most current information as far as the individual's needs for behavior management, and his/her vocational skills, medical needs, and social skills;
 - 3. To determine if a person with mental retardation or a developmental disability has ever been served by ODMH or an ADAMH/CMH Board upon request from ODMR/DD; and
 - 4. To actively seek the services and support from ADAMH/CMH Boards when an individual with mental retardation or a developmental disability is identified as having mental illness;
- E. Within the IBHS, to administer the Ohio Eligibility Determination Instrument (hereinafter, "OEDI"), when requested by a County Board, for use by the County Board to determine eligibility for services and/or arrange for a County Board to administer the OEDI themselves;
- F. To provide or arrange for the provision of training programs for mental retardation/developmental disabilities personnel in areas including, but not limited to, medication management, recovery, and non-medical clinical interventions;
- G. To promote the involvement of personnel from the ADAMH/CMH Boards and agencies in the treatment process as soon as County Board services are initiated;
- H. To provide or arrange for the training of mental health agency personnel to serve individuals with co-occurring mental illness and mental retardation or developmental disabilities;
- I. To act as a communication link between ODMRDD and ADAMH/CMH Boards and community mental health agencies; and

- J. To provide technical assistance relating to mental illness in the development of other specialized programs and facilities within mental retardation/developmental disabilities settings.

IV. RESPONSIBILITIES OF ODMRDD

- A. Within the parameters of state and federal laws relating to confidentiality:
 - 1. To determine if an individual with mental retardation or a developmental disability has ever been served by ODMRDD or a County Board upon request by ODMH;
 - 2. To determine if an individual is eligible for services from ODMRDD or a County Board and to administer or arrange for the administration of an OEDI for individuals upon request by ODMH or other agreed upon agent;
 - 3. To provide or arrange for the provision of relevant records, if any exist, from ODMRDD or County Boards upon notice from ODMH that an individual with mental retardation or a developmental disability is being served by ODMH; and
 - 4. To actively seek the services and support from County Boards when an individual with mental illness is identified as having mental retardation or a developmental disability.
- B. To recognize that the residency of a person being served in an ODMH hospital, both during the hospitalization and upon discharge, will be determined in accordance with state laws and that provisions for housing and services on discharge are necessary to avert homelessness;
- C. To provide or arrange for the provision of training programs for state and local Mental Health personnel in areas including, but not limited to, identification of developmental disabilities, behavior management, vocational programs, and sexuality training;
- D. To promote the involvement of personnel from the County Board in the treatment process as soon as mental health services are initiated;
- E. To provide or arrange for the training of County Board service and support administrators and service coordinators to serve individuals with co-occurring mental illness and mental retardation or developmental disabilities;
- F. To act as a communication link between ODMH and County Boards and other local mental retardation or developmental disabilities agencies and providers;
- G. To provide technical assistance in regard to mental retardation/developmental disabilities in the development of other specialized programs and facilities within mental health settings; and
- H. To provide or arrange for the provision of training for ODMH personnel in the administration of the OEDI.

V. GENERAL PROVISIONS

- A. This agreement shall become effective upon execution and shall remain in force until June 30, 2003. At that time, ODMRDD and ODMH may renew this agreement for a two-year period on the same terms and conditions by giving written notice to the other party thirty days (30) before the expiration of the current agreement. All financial obligations of the departments under this agreement are subject to the appropriation of sufficient funds by the Ohio General Assembly. If at any time sufficient funds are not appropriated to continue funding the activities specified within this agreement, this agreement will terminate on the date the available appropriations expire without further obligation by either party.
- B. All obligations in this agreement are subject to the requirements of Section 126.07 of the Ohio Revised Code.
- C. This agreement constitutes the entire agreement and understanding between the parties. Neither party may modify or amend the terms of this agreement, except in a written agreement signed by the parties' directors.
- D. This agreement may be modified or amended provided that any such modifications or amendment is in writing and is signed by the parties' directors.
- E. ODMRDD and ODMH, pursuant to Ohio Revised Code Section 125.111, agree that any subcontractor of ODMRDD and ODMH will not discriminate by reason of race, color, religion, sex, age, disability, national origin, or ancestry against any citizen of Ohio in the employment of any person qualified and available to perform the work under this agreement. ODMRDD and ODMH further agree that any subcontractor shall not, in any manner, discriminate against, intimidate or retaliate against any employee hired for the performance of work under this agreement on account of race, color, religion, sex, age, disability, national origin, or ancestry.
- F. ODMRDD and ODMH agree to comply with all applicable state and federal laws regarding a drug-free workplace. ODMRDD and ODMH shall make a good faith effort to ensure that all of their employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.
- G. ODMRDD and ODMH shall perform their obligations under this agreement in a manner that enables them to comply with their obligations under Subtitle A of Title II of the Americans with Disabilities Act of 1990, 42 U.S.C. Sections 12131 through 12134.
- H. The parties agree that they shall not use any information, systems, or records made available to either party for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the same standards of confidentiality, which apply to the employees of either party and the State of Ohio.
- I. All notices required or permitted to be given by either party under the terms of this agreement shall be in writing; sent by certified mail, return receipt requested, or delivered in person; and

1. With respect to ODMRDD, addressed to:

Ohio Department of Mental Retardation and Developmental Disabilities
1810 Sullivant Avenue
Columbus, Ohio 43222
Attn: Deputy Director of Community Services

2. With respect to ODMH, addressed to:

Ohio Department of Mental Health
30 E. Broad St. 8th Floor
Columbus, Ohio 43215
Attn: Medical Director

- J. This agreement will become effective upon execution. This agreement may be terminated without cause by either party, at any time, for any reason, by giving thirty (30) calendar days advance notice in writing to the other.

IN WITNESS WHEREOF, the parties' directors have executed this agreement on the dates shown below.

MICHAEL F. HOGAN, Ph.D., DIRECTOR
Ohio Department Mental Health
30 E. Broad St., 8th Floor
Columbus, Ohio 43215

KENNETH W. RITCHEY, DIRECTOR
Ohio Department of Mental Retardation
and Developmental Disabilities
1810 Sullivant Avenue
Columbus, Ohio 43222

Date: _____

Date: _____