

ORDINANCE NO. 88-00

By: Mark R. Masser

An Ordinance to approve a Consent Decree settling litigation styled as *City of Bexley, Ohio v. James T. Duckworth, et al.*, Case No. 1999 EVH 070448, in the Municipal Court of Franklin County, Ohio, to authorize the City's legal counsel to execute and deliver the Consent Decree on behalf of the City and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Consent Decree settling litigation styled as *City of Bexley, Ohio v. James T. Duckworth, et al.*, Case No. 1999 EVH 070448, in the Municipal Court of Franklin County, Ohio is hereby authorized and approved in the form attached to this Ordinance as Exhibit A and incorporated herein by this reference.

Section 2. That legal counsel to the City is authorized and directed to sign and deliver the Consent Decree on behalf of the City in accordance with the terms thereof.

Section 3. That this Ordinance is an emergency Ordinance necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to settle and dismiss the litigation prior to its scheduled trial date, and shall go into effect upon its passage and approval by the Mayor.

Passed: November 14, 2000



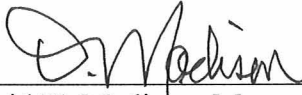
President of Council

Attest: 

Clerk of Council

1st Reading - 10/10/00
2nd Reading - 10/24/00
3rd Reading - 11/14/00

Approved: November 14, 2000



David H. Madison, Mayor

Vorys, Sater, Seymour and

52 East Gay Street • Post Office Box 1008 • Columbus, Ohio 43216-1

Case LLP

Phone (614) 464-6400 • Facsimile (614) 464-6350

Date: September 15, 2003**TO:** Sara Chinnock**Fax No.** (614) 235-3420**of:** City of Bexley**Tel No.****FROM:** James H. Gross**Direct Dial No.** (614) 464-6231**Direct Fax No.** (614) 719-4740**Number of pages (including this sheet):**

35 pages

PRIVATE AND CONFIDENTIAL The sender intends to communicate the contents of this transmission only to the person to whom it is addressed. This transmission may contain information that is privileged, confidential or otherwise exempt from disclosure under applicable law. If the recipient of this transmission is not the designated recipient or the employee or agent responsible for delivering this transmission to the designated recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone [(614) 464-6231 collect], and promptly return the original transmission to us at the above address by mail. We will reimburse you for any costs you may incur.

User ID	Client	Matter
6231	001444	000022

If you have any problems with transmission, please call (614) 464-6231

**IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO
ENVIRONMENTAL DIVISION**

CITY OF BEXLEY, OHIO, :
 :
Plaintiff, :
 :
vs. :
 :
JAMES T. DUCKWORTH, et. al., :
Defendants. :

Case No. 1999 EVH 070448

Judge Richard C. Pfeiffer, Jr.

FILED
NOV 28 PM 4:01
FRANKLIN COUNTY
MUNICIPAL COURT
PAUL T. HENNING, CLERK

CONSENT DECREE

This cause of action is before the Court on remand from the March 7, 2000, opinion and judgment entry of the Franklin County Court of Appeals in Case No. 99APG04-414. The parties have advised the Court that they have resolved the differences between them and have settled the within action on the following terms, subject to approval by the Court.

1. The Trial Court's orders of March 11, 1999 and April 1, 1999, are hereby vacated in their entirety.
2. The real property (the "Property") subject of this action is located at 540 N. Cassady Avenue, in the City of Bexley, Ohio, and is owned by Defendants James T. and JoEllen Duckworth (the "Duckworths"). The Duckworths have contracted to sell the Property to Defendant Community Housing Network, Inc. ("CHN"), and have leased the Property to Defendant Friends of the Homeless, Inc. ("FOH").
3. The Property is occupied by a 12-unit apartment building constructed in 1962, and is located in an area zoned R-12 Low Density Multifamily Residential District pursuant to Section 1252.03(e) of the Bexley Zoning Code, which was first enacted in 1972. The permitted uses in the R-12 zoning district include two-family dwellings, multifamily dwellings not

exceeding 4 dwelling units per structure, and townhouses not exceeding 6 attached dwellings, but do not include a 12-unit apartment building.

4. Because the 12-unit apartment building was constructed on the Property prior to the enactment of the Bexley Zoning Code, it represented a legal nonconforming use of the Property.

5. The Property at all times shall continue to be subject to and comply with all applicable laws, rules and regulations, including the Bexley Building, Zoning and Housing Codes.

6. The legal non-conforming use of the Property has not been discontinued as of the date of this Consent Decree, and shall not be deemed to be discontinued by use of the Property by individuals participating in the "Recovery Enrichment Program" which is described in Exhibit 1 attached hereto, which Exhibit includes Attachments A, B and B-1, all of which are incorporated in this Consent Decree by reference.

7. At all times during which the Property is being used by individuals participating in the Recovery Enrichment Program, it shall be used for residential purposes only, and no treatment programs or treatment services shall be provided at or in the Property, including, without limitation, drug and alcohol rehabilitation treatment, basic literacy skill assessment and training, and/or job readiness training.

8. At all times during which the Property is being used by individuals participating in the Recovery Enrichment Program, a resident manager shall live in one of the units on the Property, whose responsibilities shall include:

- a. Identify need and receive requests for building maintenance and up-keep, refer to or arrange service.

- b. Monitor service contracts related to building maintenance such as lawn care and extermination.
- c. Respond to tenant issues relative to lease provisions.
- d. Provide apartment, building and neighborhood orientation for new tenants.
- e. Facilitate regular tenant meetings to address any issues related to building operation or individual meetings to address tenant disputes.
- f. Participate in meetings of the community advisory council (see paragraph 9 below).
- g. Maintain regular communication with FOH central office.
- h. Contact appropriate services providers in the event of a building or tenant emergency.

9. CHN and FOH shall form and periodically meet with a Community Advisory Council of residents and owners of land in the immediate neighborhood and representatives of the Bexley community with the purpose of complying with the good neighbor agreement entered into by CHN, FOH and the Community Advisory Council relative to the Recovery Enrichment Program.

10. At all times during which the Property is being used by individuals participating in the Recovery Enrichment Programs, the terms of this Consent Decree shall be incorporated into the terms of the lease between CHN and FOH and any other master lease between CHN and any other lessee which leases the entire Property and subleases to individual tenants. A material breach of this Consent Decree shall be cause for termination of any such lease, and Bexley shall have the right to enforce such lease provision in accordance with paragraph 14 of this Consent Decree.

11. Defendants agree that they will not pursue the appeal pending before the Ohio Board of Building Appeals in BBA Case No. 99-105, and promptly upon the conveyance of the Property to CHN, that appeal shall be withdrawn.

12. CHN shall promptly notify Bexley of the conveyance of the Property to CHN, and within fifteen days following conveyance of the Property to CHN, CHN shall secure all permits and approvals required by Bexley and complete the following work at the Property and schedule the inspection of that work by Bexley:

- a. Install new and improved temperature and pressure relief valves and di-electric unions on the hot water heaters in units A, C, D, J and L.
- b. Install drain pans under the existing hot water heaters with common drain into slab leech;
- c. Install relief valve drops into new drain pans; and
- d. If necessary, repair or replace hot water heater in Unit B

13. CHN shall provide Bexley with 30 days' prior written notice of any proposed change in the use of the Property. Bexley shall be entitled to request and receive information from CHN and FOH regarding compliance with terms of this Consent Decree, to the extent permitted by law, and for such purposes, shall be permitted access to all portions of the Property at reasonable times for inspection upon delivery of written notice to CHN and FOH 36 hours prior to the inspection date, provided that this provision shall not apply to or limit the right of Bexley to conduct inspections under applicable laws.

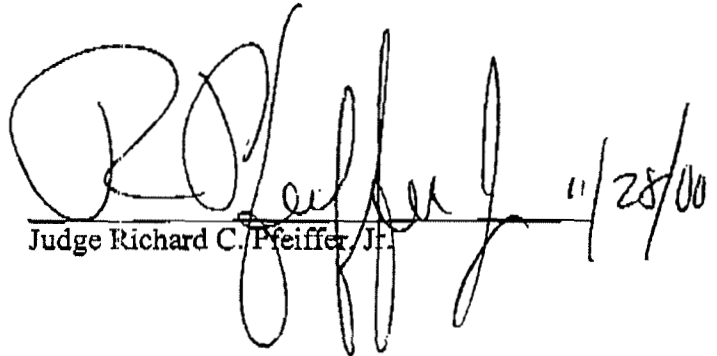
14. This Court shall have jurisdiction to enforce the terms of this Consent Decree. In the event of any violation of the provisions of this Consent Decree, including the attached exhibits, by Bexley, CHN or FOH, or any of the individuals participating in the Recovery Enrichment Program who reside at the Property, the parties recognize and acknowledge that a

remedy at law will be inadequate and that the party seeking relief may suffer irreparable injury resulting from such violation. The parties agree that in addition to any other available equitable or legal remedy, an aggrieved party shall be entitled to seek injunctive relief restraining and/or enjoining the other party found to be in violation of any of the provisions of this Consent Decree.

15. The terms of this Consent Decree shall be conclusive and binding upon the respective named parties and upon their heirs, agents, assigns, and successors in interest to the Property.

16. This Consent Decree shall be effective upon submission to the Court and service upon counsel for all parties of a certified copy of a Bexley ordinance approving this Consent Decree, certified copies of resolutions adopted by the Board of Trustees of CHN and FOH, respectively, and the written consent of the Duckworths.

THIS CONSENT DECREE IS HEREBY APPROVED BY THE COURT AND IT IS SO ORDERED.


Judge Richard C. Pfeiffer, Jr. 11/28/00

APPROVED:

VORYS, SATER, SEYMOUR AND PEASE LLP

By: William G. Porter per Ordinance
 William G. Porter, II (0017296)
 James H. Gross (0002117) No. 88-00 enacted on
 11/14/00

52 East Gay Street
 P.O. Box 1008
 Columbus, Ohio 43216-1008
 (614) 464-6400

Attorneys for Plaintiff,
 The City of Bexley, Ohio

Richard A. Cordray per an Sheriff
 Richard A. Cordray (0038034)

4900 Grove City Road
 Grove City, Ohio 43123
 (614) 539-1661

Attorney for Defendant,
 Friends of the Homeless, Inc.

+ Resolution
 Friends of the Homeless, Inc.
 dated 11/6/00
 William G. Porter

SHULER, PLANK, MORGAN & BRAHM

By: Gordon P. Shuler per authorization for +
Donald T. Plank (0022214)
Gordon P. Shuler (0019315)

145 East Rich Street
Columbus, Ohio 43215-5240
(614) 228-4546

Attorneys for Defendant,
Community Housing Network

Resolution of Community
Housing Network dated
October 17, 2002
Willie D. Duckworth

LACKEY & VIETS CO., L.P.A.

By: James D. Viets per authorization for +
James D. Viets (0022345)
Willie D. Duckworth

620 East Broad Street
Columbus, Ohio 23415
(614)242-4242

Attorney for Defendants,
James T. Duckworth and JoEllen Duckworth

Exhibit 1**Recovery Enrichment Program****Supportive Housing
540 North Cassady Avenue**

The twelve-unit apartment building located at 540 North Cassady Avenue (the "Property") provides quality affordable permanent housing for formerly chronically homeless men disabled by alcohol and other substance abuse ("Tenants"). Tenants of the building receive off-site treatment, social, health and employment services ("Support Services"). Tenants hold their own leases and pay their own rents. Housing and Support Services enable Tenants to find work and to maintain their recovery.

Population

The Recovery Enrichment Program will assist chronically homeless men disabled by alcohol and other substance abuse and in the early stages of their recovery (the "Program"). The Program will not serve people who are on conditional release from the Court System, are sexual offenders or are individuals who are incapable of living independently. The Program does not serve homeless families or women. The Property is not a residential treatment center, correctional facility or halfway house.

Stable housing will provide a supportive living environment for chronically homeless men who receive off-site outpatient treatment. These men will participate in off-site outpatient treatment, usually provided by the Columbus Health Department's Alcohol and Drug Abuse Program. Men selected for tenancy and Program participation will meet Ohio Department of Alcohol and Drug Addiction Services ("ODADAS") Levels I - A and B Outpatient Treatment Levels of Care Protocols (revised edition, April, 1998) ("Level I - A and B Treatment"). Pages 5 through 15 of the ODADAS Protocol, attached as Attachment A, describe these criteria.

Screening

Prospective Tenants will be identified by a coordinated network of outreach workers from homeless shelters and other agencies serving the homeless and people with disabilities. Prospective Tenants will be subject to the screening and procedures described below and in the Screening Process for the Program, attached as Attachment B.

To determine eligibility for treatment, prospective Tenants will be screened according to DSM IV criteria to include a mental status examination for mental

competency, lethality, mood, anxiety, substance abuse, adjustment, personality and risk management.

To determine eligibility for housing, prospective Tenants will be screened by Community Housing Network, Inc. ("CHN") and Friends of the Homeless ("FOH") through a criminal history check through the Ohio Bureau of Criminal Investigation and Interrogation to determine the criminal records of the prospective Tenant. Additionally, eligibility for housing will be subject to the risk management assessment and the recommendation of a qualified clinician.

Each assessment will include, but is not limited to, the following:

- . Tenants cannot impose a risk of immediate danger to himself or others;**
- . Tenants must demonstrate a willingness to recover;**
- . Tenants must show verbal and written remorse for past criminal behaviors, if applicable; and**
- . Tenants must have motivation for change**

All Tenants in the Program (one resident per apartment) will be required to sign a lease with FOH. The lease shall provide that the occurrence of any of the following shall result in the immediate eviction of the Tenant from the Property, subject to the tenant's rights of notice and hearing under the Ohio Revised Code: (i) discharge from the Program for any reason other than satisfactory completion of Level I - A and B Treatment; (ii) the commission of any offense which would preclude the Tenant from being a participant in the Program pursuant to the preceding paragraphs; or (iii) drug dealing, violent behavior resulting in physical injury to another or the destruction of property, theft, prostitution or possession of a weapon.

Treatment Services

The Columbus Health Department, Alcohol and Drug Abuse Program, in existence since 1973, will provide Tenants with a continuum of prevention, intervention, and outpatient treatment services from its offices at the Columbus Health Department. The Columbus Health Department is an ODADAS certified agency and is supported by grants allocated through the Franklin County ADAMH Board.

The Columbus Health Department Outpatient Treatment Program targets low-income or indigent adults with substance abuse problems. The services provided, in addition to ODADAS certified Outpatient Treatment, include life skills training, basic literacy skill assessment and training and an 8-week job readiness program.

Columbus Neighborhood Health Center, Inc. ("CNHC"), Health Care for the Homeless Program will respond to identified health problems, provide on an outpatient basis episodic care, diagnostic service, treatment of acute and chronic

health problems, clinical preventive services, dental, vision, prescription, nutrition education, transportation to appointments and linkage to specialty care.

The Friends of the Homeless' Relapse Prevention Specialists assists tenants in developing a variety of leisure activities, suited to each individual's needs. Participation in 12-Step self-help programs, such as Alcoholics Anonymous ("A.A."), Narcotics Anonymous ("N.A."), and Cocaine Anonymous ("C.A.") is expected and monitored. Tenants are encouraged to obtain sponsors in those programs.

Tenants meet on a weekly basis to provide peer support to one another. These weekly meetings are facilitated through the resident manager and other support staff.

Property Management and Program Management

FOH manages the Property and serves as project manager for the Program providing oversight and coordination services. FOH employs a Resident Manager who lives in the building, occupying one apartment. The Resident Manager provides general building and tenant oversight. The duties of the Resident Manager include the following:

- . Identifying needs and receiving requests for building maintenance and up-keep, and referrals to arrange services;
- . Monitoring service contracts related to building maintenance such as lawn care and extermination;
- . Responding to Tenant issues related to lease provisions;
- . Providing apartment, building and neighborhood orientation for new Tenants;
- . Facilitating regular Tenant meetings to address any issues related to building operation or individual meetings to address Tenant disputes;
- . Participating in meetings of the Community Advisory Council;
- . Maintaining regular communication with FOH's central office; and
- . Contacting appropriate services in the event of a building or Tenant emergency.

Attachment A

LEVEL I OUTPATIENT TREATMENT

PURPOSE: Outpatient treatment is to intervene and treat alcohol and other drug abuse or addiction disorder in a home and community setting for clients who have relatively stable living condition and are at a low risk of relapse. For children and adolescents, preservation of family/community integration may be a treatment goal. For adults, objectives of outpatient treatment include development of skills and coping mechanism for continuing recovery.

DEFINITION: Outpatient treatment provides a range of services in an ambulatory setting such as a clinic or home, including screening (including drug screening), assessment, individual, group, family counseling, case management, Methadone treatment, and skills training. It may also provide ambulatory detoxification or 23-hour observation bed, but the client must meet admission criteria. Outpatient treatment should be provided based on individual needs and changing conditions, from periodic to ongoing, to more intensive services provided in the community.

QUALITY OUTCOMES:

1. Maintenance of home and community living
2. Continued treatment progress
3. Linkage to school and vocational systems
4. Client self-assessed progress

Level I-A Outpatient

Ongoing or intermittent services of low intensity in a home and community setting, including pre-treatment and evaluation, individual, family, and group counseling, Methadone treatment, case management, skills training. Linkage with other formal and informal services should be based on client/family needs. Services should be relevant to the client's unique gender, cultural, age related needs. Wherever appropriate, linkage to prevention services, self-help, or mutual help organizations should be made.

ADMISSION CRITERIA***DIAGNOSIS***

Client must meet diagnostic criteria for psychoactive substance use disorder as defined by the current DSM manual (DSM IV) or other standardized and widely accepted criteria.

Must meet one condition in at least four out of six dimensions below:

(a) INTOXICATION/WITHDRAWAL POTENTIAL

- Client has no need for detoxification services;
- Client is assessed to be at low risk of severe withdrawal syndrome as evidenced by the Clinical Institute Withdrawal Assessment of Alcohol (CIWA) score or other comparable scoring system;
- Client does not require medical management or monitoring;

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client has no biomedical conditions or complications present that require treatment beyond the capacity of an outpatient milieu;
- Client has stable physical condition that does not distract from addiction treatment.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATIONS

- Client has no negative emotional, behavioral, or cognitive conditions;
 - Client has some negative emotional, behavior, or cognitive conditions but they do not interfere with addiction treatment;
 - Client has cognitive impairment that does not interfere with this level of treatment;
- And
- Client is at no or low risk of hurting self or others.

(d) TREATMENT ACCEPTANCE/RESISTANCE

- Client has awareness of abuse or addiction problem and is willing to follow treatment activities;
- Client is resistant but can be motivated to go into treatment.

(f) RELAPSE POTENTIAL

- There is a moderate to high likelihood that the client will relapse without the services;
- Client has low relapse potential.

(g) RECOVERY ENVIRONMENT

- Client has a supportive living environment;
- Client has access to social or peer support;
- Client's environment is not supportive, and treatment can increase client's coping skills;
- Client's environment does not interfere with treatment at this level.

CONTINUED STAY CRITERIA

DIAGNOSIS

- Client must continue to have psychoactive substance use disorder as defined by the current Diagnostic Statistical Manual (DSM IV) or other standardized and widely accepted criteria.

Must meet one condition in at least four out of six dimensions below:

(a) INTOXICATION/ WITHDRAWAL POTENTIAL

- Client continues to have no need for detoxification services;
- Client is at low risk of severe withdrawal syndrome as evidenced by the CIWA score or other comparable standardized scoring system;
- Client does not require medical management or monitoring.

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client continues to be free of biomedical conditions and complications;
- Client's biomedical conditions do not interfere with addiction treatment.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATIONS

- Client has no or low negative emotional, behavioral, or cognitive conditions;
- Client's behavioral conditions do not interfere with addiction treatment; —Client's cognitive conditions do not interfere with addiction treatment.

And

- Client continues to be at low risk of hurting self or others.

(d) TREATMENT ACCEPTANCE/RESISTANCE

- Client continues to be motivated to cooperate with treatment activities and has attended scheduled services;
- Client has some resistance but can be motivated to accept treatment.

(e) RELAPSE POTENTIAL

- Client needs continued treatment to prevent relapse;
- Progress against relapse has been made but continued services are needed.

(f) RECOVERY ENVIRONMENT

- Client has a supportive living environment and has access to social support;
- Changes in living condition do not interfere with treatment.
- Environment is not supportive, and continued treatment can increase client's coping skills.

DISCHARGE CRITERIA

DIAGNOSIS

Must meet one of the conditions:

- Client no longer has a psychoactive substance use disorder as defined by the current Diagnostic Statistical Manual (DSM IV) or other standardized and widely accepted criteria;
- Client has a psychoactive substance use disorder but is in a state of remission.
- Client has a psychoactive substance use disorder and further treatment has been recommended.

Must meet one condition in at least four out of six dimensions below:

(a) INTOXICATION/WITHDRAWAL POTENTIAL

- Client has low risk for intoxication or severe withdrawal syndrome as evidenced by the CIWA score or other comparable standardized scoring system;
- Client has developed moderate to high risk of severe withdrawal syndrome that requires a different level of care.

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client has no biomedical conditions and complications;
- Biomedical conditions have improved and are sustainable without further medical attention;
- Biomedical conditions have become worse, requiring a different level of care.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATIONS

- No or low negative emotional, behavioral, or cognitive conditions;
- Client's conditions have improved and do not require services;
- Client's conditions have deteriorated, requiring a different level of care.

(d) TREATMENT ACCEPTANCE/RESISTANCE

- Client understands the effects of addiction and is able to function without further treatment;
- Client has made therapeutic gains and has learned to manage life without further treatment;
- Client's treatment compliance has decreased to the point of interfering with progress;
- Client has refused treatment despite outreach efforts.

(e) RELAPSE POTENTIAL

- Client has low risk of relapse and is ready to graduate from treatment;

- Client has relapsed repeatedly despite treatment interventions;
- Client no longer can benefit from this level of care;

(f) RECOVERY ENVIRONMENT

- Client can be self-directed with sufficient support from living environment;
- Client is functioning adequately in life areas of work, social functioning and primary relationships, and no longer requires treatment;
- Client's social support system has deteriorated to the point of creating a risk of reactivating the addiction.

And

In addition, all discharges must meet the following conditions:

- Appropriate referral and linkage to alternative services with documentation;
- At least one follow-up contact with the client/family.
- For discharge against medical advice, the offer to follow up should still be made.

LEVEL I OUTPATIENT**Level I-B Intensive Outpatient**

Organized therapeutic services provided in non-residential setting, including individual and group/evaluation, individual, family, and group counseling, Methadone treatment, case management, skills training, at least three days per week, three hours a day in a professionally supervised program. However, providing a range of 5 to 10 hours of intensive outpatient services per week based on individual needs is acceptable practice. Linkages with other formal and informal services should be based on client/family needs. Services should be and relevant to client's unique gender, cultural, and age-related needs.

ADMISSION CRITERIA***DIAGNOSIS***

Client must meet diagnostic criteria for psychoactive substance use disorder as defined by the current Diagnostic and Statistical Manual (DSM IV) or other standardized and widely accepted criteria.

Must meet one condition in at least four out of six dimensions below:

(a) INTOXICATION /WITHDRAWAL POTENTIAL

- Client is assessed to be at low to moderate risk of severe withdrawal syndrome as evidenced by the CIWA score or other comparable standardized scoring system;
- Client does not require medical management or monitoring;
- Client has no detoxification need.

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client's biomedical conditions are being addressed;
- Client's biomedical conditions do not interfere with treatment.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATIONS

- Client has low to moderate negative emotional/behavioral/cognitive conditions;
- Client's conditions can be addressed in treatment at this level.

And . . .

- Client is not at high risk of hurting self or others.

(c) TREATMENT ACCEPTANCE/RESISTANCE

- Resistance to treatment requires a structured treatment program;
- Client requires intensive clinical interventions to be motivated for treatment.

(d) RELAPSE POTENTIAL

- Moderate to high risk of relapse potential, including difficulty in postponing gratification, lack of awareness of relapse triggers, etc.
- Client requires close monitoring in a supervised day program to prevent relapse.

(f) RECOVERY ENVIRONMENT

- Client has a supportive living environment;
- Client needs regular reinforcement to cope with living environment;
- Environment is not supportive, and treatment can increase client's coping skills.

CONTINUED STAY CRITERIA

DIAGNOSIS

The client must continue to have psychoactive substance use disorder as defined by the current Diagnostic and Statistical Manual (DSM IV) or other standardized and widely accepted criteria.

Must meet one condition in at least four of six dimensions below:

(a) INTOXICATION/WITHDRAWAL POTENTIAL

- Client is assessed to be at low to moderate risk of severe withdrawal syndrome as evidenced by the CIWA score or other comparable standardized scoring;
- Client does not require medical management or monitoring.

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client's biomedical conditions are being addressed;
- Client has biomedical conditions and complications which do not interfere with treatment.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATION

- Client's negative emotional/behavioral/cognitive conditions are low to moderate;
 - Client's conditions can be addressed in treatment at this level;
- and
- Client is not at high risk of hurting self or others.

(d) TREATMENT ACCEPTANCE/RESISTANCE

- Client continues to resist treatment and requires a structured treatment program;
- Client is making progress but continues to need treatment services.

(e) RELAPSE POTENTIAL

- Client has moderate to high risk of relapse potential including difficulty in postponing gratification, lack of awareness of triggers, etc.
- Some progress has made to reduce relapse potential, but further services are needed;
- Client requires close monitoring in a professional supervised treatment program to prevent relapse.

(f) RECOVERY ENVIRONMENT

- Client continues to have a supportive living environment
- Client is experiencing instability in the living environment but can be supported through the structured program;

DISCHARGE CRITERIA***DIAGNOSIS***

Must meet one of the following conditions:

- Client is determined to be without a psychoactive substance use disorder as defined by the current Diagnostic and Statistical Manual (DSM IV) or other standardized and widely accepted criteria;
- Client has a psychoactive substance use disorder but is in remission.
- Client has a psychoactive substance use disorder and further treatment is recommended.

Must meet one condition in at least four out of six dimensions below:

(a) INTOXICATION/WITHDRAWAL POTENTIAL

- Client is at low risk of severe withdrawal syndrome as evidenced by the CIWA score or other comparable standardized scoring system;
- Client does not require medical management or monitoring;
- Client is at moderate to high risk of severe withdrawal syndrome which can not be maintained in the current treatment program.

(b) BIOMEDICAL CONDITIONS AND COMPLICATIONS

- Client has no biomedical conditions and complications;
- Client's biomedical conditions and complications interfere with treatment;
- Client's biomedical conditions and complications require a higher level of care.

(c) EMOTIONAL/BEHAVIORAL/COGNITIVE CONDITIONS AND COMPLICATIONS

- Client has no negative emotional/behavioral/cognitive conditions;
- Client's conditions are of low severity and can be addressed in a less intensive service;
- Client's conditions have deteriorated which indicates a higher level of care is needed.

(d) TREATMENT ACCEPTANCE/RESISTANCE

- Client has achieved most of the treatment goals and is prepared to function without further treatment;
- Client no longer benefits from the treatment;
- Client's condition has deteriorated which indicates a higher level of care;
- Client has refused treatment despite outreach efforts.

(e) RELAPSE POTENTIAL

- Client has made progress and is at low risk of relapse;
- Client has had repeated relapses despite treatment;
- Client is at moderate to high risk of relapse so that a higher level of care is needed.

(f) RECOVERY ENVIRONMENT

- Client has integrated sufficient coping skills to be self-sufficient without further treatment;
- Client's living environment is stressful, which requires more structured treatment at a higher level;

And

In addition, all discharges must meet the following conditions:

- Appropriate referral and linkage to alternative services and documentation;
- At least one follow-up contact with the client/family.
- For discharge against medical advice, the offer to follow up should still be made.

Attachment B

Recovery Enrichment Program

Screening Process

The Recovery Enrichment Program ("Program") reflects the unique response of this community to the needs of homeless men who are striving to maintain sobriety and to make positive and permanent changes in their lives. This uniqueness centers around the fact that the Program is the result of a collaboration of four distinct agencies utilizing the expertise of each agency in order to maximize the efficiency and cost effectiveness of the Program. In presenting the screening process for Program admission, it must be kept in mind that the prospective tenant must interact with several agencies and with other prospective tenants in order to keep the process moving smoothly. The Screening Process includes the following:

1. Referrals come from a variety of sources, such as shelters, treatment centers, healthcare facilities or outreach teams. Referrals are made to the Care Coordinator of the Healthcare for the Homeless Program ("Care Coordinator") of the Columbus Neighborhood Health Center, Inc. ("CNHC").
2. The Care Coordinator then makes contact with the prospective tenant, completes the Housing Intake Forms and explains the Program, including the House Rules, to the prospective tenant. The House Rules are attached to and made a part of the lease agreement. At this point basic criteria for the Program are applied, such as homelessness, willingness to work on recovery and impediments to housing. The guidelines for homelessness are that the individual completes a Chronic Homelessness Verification Form, which is one of the Housing Intake Forms. The prospective tenant must have previously lived at least 120 days in a shelter, lived 120 days on the street or had 4 shelter stays within the last two (2) years. If the prospective tenant is in need of health services, these services are arranged immediately. The House Rules are attached hereto as Attachment B-1.
3. If the prospective tenant qualifies and is interested in pursuing the Program, the Care Coordinator refers him for a complete face to face clinical assessment through Netcare or a similarly qualified agency. Netcare provides linkage to psychiatrists and psychologists for consultations, as cases merit them. Every prospective tenant in Franklin County has access to Netcare Access Emergency Services pursuant to the mandates of the State of Ohio.
4. A project team comprised of representatives of CNHC's Healthcare for the Homeless Program (health issues and case management), the Columbus Health Department's Alcohol and Drug Services (treatment), Friends of the Homeless (housing management and support services), and Community Housing Network, Inc. (housing

reviews the assessment from Netcare and determines the prospective tenant's appropriateness for the Program. The representative from the Columbus Health Department must be a Licensed Independent Social Worker (LISW).

5. If the prospective tenant is appropriate, he meets with the Columbus Health Department's Alcohol and Drug Services and begins the appropriate and recommended level of care. The prospective tenant may already be involved in treatment outside the Columbus Health Department, in which case the prospective tenant signs a release of information form to insure communication between all providers.
6. In the meantime, the Care Coordinator reviews the Housing Intake Forms and verifies the responses. Upon completion, the Care Coordinator forwards the completed forms to the Housing Specialist for Community Housing Network, Inc. ("Housing Specialist") for review.
7. The Housing Specialist secures the criminal history information for the prospective tenant. The prospective tenant with sexual offenses will not be approved for housing. The prospective tenant with a clinically relevant history of behaviors, such as, use of a firearm, use of a deadly weapon, use of deadly force, and/or commission of violent offenses will not be approved for housing.
8. After all documents are approved, the Housing Specialist and the Care Coordinator arrange an appointment with the prospective tenant for completion of the intake process and to schedule a move-in date. At this time all the variations of rent calculations, including any changes due to employment are explained to the prospective tenant. The Care Coordinator then directs those prospective tenants who have an income to the Rental Assistance Program at Friends of the Homeless ("FOH").
9. The Care Coordinator makes arrangements for the tenant to meet the Property Manager for FOH, to sign the lease and House Rules and to complete the move in process.

Attachment B-1

**Friends of the Homeless, Inc.
Recovery Enrichment Program
540 North Cassady Supportive Housing**

HOUSE RULES

Recovery Enrichment has been designed for the comfort and convenience of chronically homeless men who are motivated to develop a recovery program through treatment, health care, and stable housing. Enjoyment of living here depends in large part upon the residents' willingness to respect their apartments, the grounds and neighborhood and, most importantly, staff and one another.

The following rules are common sense rules, designed to help you live here happily, in good housing, at the most reasonable rents. The rules are an addition to you lease, which is also binding on each resident.

The rules apply equally to all residents and are always in force unless you have a written exception issued by the Director of Supportive Housing or his designated employee. Management reserves the right to change or make additions to the rules at any given time. Proper notice will be given to all residents of any change or withdrawals of written exceptions. *Failure to comply with rules is a violation of your lease obligations. Repeated or serious violations may result in termination of your tenancy.*

1. RENT PAYMENT

I understand that the total rent for my apartment (# _____) is \$ _____, and that the rent will be paid with the assistance of a rental subsidy program, facilitated through Community Housing Network. In addition, I will pay 35% of any gross income (entitlement or employment) directly to Friends of the Homeless on the first day of each month. Rent payments will be adjusted according any future income changes.

2. DEPOSIT

Upon securing income, each resident will maintain a \$50.00 deposit with Friends of the Homeless to cover the costs of any repairs or damage for which he is responsible. Any additional costs will be added to the resident's monthly rent. The \$50.00 deposit will be returned when the resident moves out, provided that there is no damage to his unit or its contents other than normal wear and tear.

3. LATE RENT PENALTIES

For all rent not received by Friends of the Homeless by the fifth of the month, a \$25.00 (twenty-five) late charge will be added.

1

Resident's Initials _____

4. MANNER OF PAYMENT

Rent must be paid by money order only. All rent payments will be paid directly to the Friends of the Homeless at 263 Carpenter Street - Columbus, OH 43205

5. ENTRY TO UNIT

In order to keep track of the conditions of the units, and to identify the need for repairs and maintenance, management's representative will make periodic and annual inspection of all facilities and units. The administrator will give the Resident at least 24 hours' notice, either in person or by notice placed on the door or in a mail slot. In case of emergencies, management may enter a unit without prior notice.

I agree to make my apartment available for such inspections and for routine maintenance, to make repairs or alterations, and to show it to governmental authorities, lenders or other funders. I agree to allow entry into my apartment by authorized Friends of the Homeless maintenance staff, in my absence, as necessary in order to address any emergencies which may arise.

6. KEYS AND LOCKOUTS

All lockout request must go through the Resident Manager. No duplicate keys are to be given to relatives or friends. Repeated occurrences of lockouts may be charged \$5.00 per occurrence.

A. Replacement charge lost key is \$5.00.

B. Re-Key charge is \$25.00 per lock.

7. UNIT MANAGEMENT AND REPAIR

Residents are responsible for keeping their units and furnished appliances clean and their refrigerators defrosted. Residents shall promptly inform management of needed maintenance, especially leaks in plumbing, so that repairs can be made quickly. Light bulbs will be furnished for the unit initially, but the resident shall replace bulbs thereafter, wattage not to exceed the wattage marked on the fixture. Residents will be charged the cost of repairing the stoppage of any toilet or sink caused by resident negligence, and the cost of any other damage as provided by the lease.

8. TRASH

Trash is to be disposed of in the dumpster provided. The resident manager will inform you of how to dispose of large items. Do not overload the receptacles or leave trash lying beside it. No littering on the property is allowed. Use of plastic bags will help keep the units and the grounds clean.

9. VEHICLES

All vehicles must be parked in the designated areas in the rear of the building or on the street. Management does not assume any responsibility for theft or vandalism.

Resident's Initials _____

10. SIGNS

No signs, rugs, clotheslines, or other property may be hung outside of a resident's unit.

11. ANTENNA; LOCKS

Residents may not install outside aerials or additional locks or door knockers without written permission from the Administrator.

12. IMPROVEMENT BY RESIDENT

Redecoration, modification, improvements and major repairs by the resident are prohibited except under the supervision and with written consent of the Administrator. Any built-in additions become property of the owner.

13. STORAGE

No household or other property may be stored in a resident's unit or outside the unit. No inflammables, gasoline, naphtha solvent, etc. may be kept in the unit.

14. FURNISHINGS

Furnishings are provided with the unit and all items must remain in the unit.

15. LAUNDRY

The Laundry Room is to be used by residents only. The Laundry Room is open from 9:00 AM to 10:00 PM. Please leave the room clean and orderly for other residents. Machines are not equipped to wash heavy items such as rugs or comforters.

16. PETS

To preserve the usability of our limited open space and the cleanliness of the common areas, keeping dogs, cats and similar pets is prohibited.

GOOD NEIGHBOR RULES**17. NUISANCE-GENERAL**

Every resident is expected to be a good neighbor. The following rules are intended to deal with the most common problems neighbors face. The cooperation of each resident in following these rules will make this Community a more pleasant and safer place to live. Problems that bring complaints from neighbors but are not listed here will be considered in the light of common sense, and may be determined to constitute a nuisance violation. Tenant meetings will be held to further define and develop "Good Neighbor Rules".

Resident's Initials _____

18. NOISE

Musical instruments, stereos, radios, tape recorders and television sets must be played at volumes and at times that do not annoy or cause discomfort to other residents.

19. COMMON AREAS

Hallways and outside spaces are used in common by all residents. Please respect everyone's right to enjoy these areas. Keep areas neat and clean. The landlord is not responsible for personal items left in common areas. Do not remove items that belong in these common areas.

20. GUESTS

Guests are ordinarily permitted only from 3:00 PM to 12:00 midnight. Overnight guests are permitted, but cannot stay more than four (4) consecutive nights, and no more than a total of ten (10) days per month. All overnight guests must obtain approval from the resident manager.

21. SUPERVISION OF CHILDREN

Residents must provide reasonable supervision of visiting children at all times, either personally or by another responsible adult.

22. PEST EXTERMINATION

Residents' units will be professionally exterminated as needed. Please notify the office immediately if you notice ants, roaches, or other pests in your apartment or in the common areas.

23. FIRE EVACUATION

All residents must evacuate the building when instructed to do so by staff during a fire drill or in the event of an emergency evaluation. Plans for evacuation are posted in each apartment.

24. SMOKING

Smoking is not permitted in entry areas or hallways. Smoke detectors are provided. Residents are prohibited from tampering with the detectors and from removing the batteries.

25. PROHIBITED ACTIVITIES

I agree not to engage in any of the following activities, and understand that if I or any guest of mine engage in any of the following activities on the property including the premises of my apartment and Program common areas, I may be discharged immediately for the 540 North Cassady Resident Facility:

- A. Drug Dealing;
- B. Physically Violent Behavior;
- C. Arson or Attempted Arson;
- D. Theft or Destruction of Property;
- E. Prostitution;
- F. Possession of a Weapon.

Resident's Initials _____

26. USE OF ALCOHOL AND DRUGS

Use of alcohol or illegal drugs on the property of 540 North Cassady is strictly prohibited. Any use of alcohol or drugs is of course a treatment issue, and will be addressed accordingly.

PARTICIPATION**27. RECOVERY ORIENTATION / RELAPSE PREVENTION**

Living at 540 North Cassady presumes a willingness on the part of residents to work on recovery issues with a goal of maintaining permanent housing. A relapse prevention specialist is available to assist residents with daily recovery issues, and will coordinate a relapse prevention plan to assist with ongoing treatment goals. In addition, the relapse prevention specialist will facilitate activities related to recovery and assist residents with the adjustments toward a sober lifestyle. Residents are encouraged to pursue various avenues of support, including self-help support groups.

28. COOPERATION WITH THE CARE COORDINATOR

A Care Coordinator has been employed to assist residents in achieving stability and establishing goals. Residents will be expected to show a willingness to establish a working relationship with the Care Coordinator in making and keeping appointments for health care, mental health, employment, alcohol/drug treatment, entitlement, etc.

29. RESIDENT MANAGEMENT

A resident manager is on site to provide general building and resident oversight and support.

30. COMMUNITY SERVICE

Residents are expected to participate in the upkeep and smooth running of 540 North Cassady by providing assistance in community service, such as, helping to clean hallways & tending to the lawn.

31. HOUSE MEETING

Residents are expected to attend a regularly scheduled house meeting once a week or as needed. These meetings will address house issues, community service, respect for neighbors (both within and outside the building), maintenance, and any other pertinent issues.

Informed Consent

I acknowledge that I have been provided the opportunity to ask any and all questions concerning these House Rules and my participation in the Program. I agree to comply with these House Rules and with any modifications and/or additions to the House Rules that may be adopted in the future. I understand that Friends of the Homeless will give me notice of any changes to the House Rules.

I have read, understood and agree to comply with the foregoing rules.

Date: _____

Resident's Name (please print)

Resident's Signature

I have gone over the foregoing rules with this Resident.

Date: _____

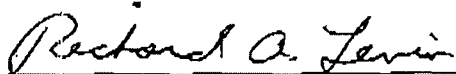
Early Recovery Enrichment / Staff

Resident's Initials _____

CERTIFICATE

The undersigned Richard Levin hereby certifies that (i) he is the duly elected and acting Clerk of the City Council of Bexley, Ohio, (ii) attached hereto is a true and accurate copy of Ordinance No. 88-00 as duly enacted on November 14, 2000, and signed by the President of Council, attested by the Clerk and approved by the Mayor and (iii) said Ordinance No. 88-00, in the form attached hereto, is in full force and effect without amendment as of the date of this certificate.

IN WITNESS WHEREOF, I, Richard Levin, have executed this certificate and affixed to it the seal of the City of Bexley, Ohio, this 14th day of November, 2000.


Richard Levin, Clerk of Council
City of Bexley, Ohio

ORDINANCE NO. 88-00

By: Mark R. Masser

An Ordinance to approve a Consent Decree settling litigation styled as *City of Bexley, Ohio v. James T. Duckworth, et al.*, Case No. 1999 EVH 070448, in the Municipal Court of Franklin County, Ohio, to authorize the City's legal counsel to execute and deliver the Consent Decree on behalf of the City and to declare an emergency.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:


Section 1. That the Consent Decree settling litigation styled as *City of Bexley, Ohio v. James T. Duckworth, et al.*, Case No. 1999 EVH 070448, in the Municipal Court of Franklin County, Ohio is hereby authorized and approved in the form attached to this Ordinance as Exhibit A and incorporated herein by this reference.

Section 2. That legal counsel to the City is authorized and directed to sign and deliver the Consent Decree on behalf of the City in accordance with the terms thereof.

Section 3. That this Ordinance is an emergency Ordinance necessary for the immediate preservation of the public peace, health and safety, said emergency being the need to settle and dismiss the litigation prior to its scheduled trial date, and shall go into effect upon its passage and approval by the Mayor.

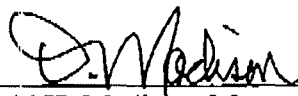
Passed: November 14, 2000


President of Council

Attest: 
Clerk of Council

1st Reading - 10/10/00
2nd Reading - 10/24/00
3rd Reading - 11/14/00

Approved: November 14, 2000


David H. Madison, Mayor

CERTIFIED RESOLUTION
OF THE
BOARD OF TRUSTEES
OF
COMMUNITY HOUSING NETWORK, INC.

The undersigned, Secretary/Treasurer of the Board of Trustees of Community Housing Network, Inc. hereby certifies that the following resolutions were adopted by the Board of Trustees on October 17, 2000, regarding the settlement of the litigation styled, *City of Bexley, Ohio v. James T. Duckworth, et al., Case No. 1999 EVH 070448* in the Municipal Court of Franklin County, Ohio.

RESOLVED, that the Consent Decree settling the litigation styled, *City of Bexley v. James T. Duckwork, et al., Case No. 1999 EVH 070448*, in the Municipal Court of Franklin County, Ohio is hereby authorized and approved in the form attached hereto as Exhibit A and incorporated herein by this reference.

RESOLVED FURTHER, that Susan E. Weaver, Executive Director, or the Board's designate is hereby authorized to direct legal counsel for Community Housing Network, Inc. to sign the Consent Decree and to sign and deliver any and all other documents necessary to settle the litigation.

RESOLVED FURTHERMORE, that the Secretary/Treasurer or the Secretary/Treasurer's designee is hereby authorized to execute and deliver any such resolutions which substantially conform to the above resolutions without further action of this Board.

October 17, 2000
Date



Richard L. Royer
Secretary/Treasurer

NOV 28 '00 10:45AM DVSLV
FROM : VILLAGE GRAPHICS

FAX NO. : 6148361155


Nov. 28 2000 10:21/2 P2

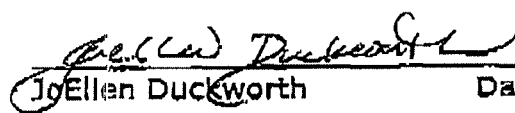
**IN THE MUNICIPAL COURT OF FRANKLIN COUNTY, OHIO
ENVIRONMENTAL DIVISION**

City of Bexley, :
Plaintiff, :
vs. : CASE NO. 1999EVH - 070448
James T. Duckworth, et al., : JUDGE PREIFFER
Defendants, :

CONSENT OF DEFENDANTS DUCKWORTHS TO DECREE

Defendants James T. Duckworth and JoEllen Duckworth hereby acknowledge their agreement to the terms of the Consent Decree in this matter, attached hereto as Exhibit A.


James T. Duckworth 11/21/00
Date


JoEllen Duckworth 11/21/00
Date

CERTIFICATE OF SERVICE

This is to certify that a copy of the foregoing Consent of Defendants Duckworths to Decree was served upon the following parties, by ordinary U.S. mail, postage prepaid this ___ day of _____, 2000.

Richard A. Cordray, Esquire
4900 Grove City Road
Grove City, Ohio 43123
Attorney for Defendant,
Friends of the Homeless, Inc.

Gordon P. Schuler, Esquire
Donald T. Plank, Esquire
Franklin E. Eck, Jr., Esquire
Shuler, Plank, Morgan &
Brahm
145 East Rich Street