

**BRIEFING
DRAFT**

FORSYTH COUNTY

BOARD OF COMMISSIONERS

MEETING DATE: September 28, 2017

AGENDA ITEM NUMBER: 7

SUBJECT: RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT FOR OPERATION OF FORSYTH COUNTY MENTAL HEALTH COURT BETWEEN FORSYTH COUNTY, FORSYTH COUNTY COURTS, FORSYTH COUNTY DISTRICT ATTORNEY, FORSYTH COUNTY PUBLIC DEFENDER, FORSYTH COUNTY CLERK OF COURT, MENTAL HEALTH ASSOCIATION OF FORSYTH COUNTY, NAMI NW PIEDMONT (NATIONAL ALLIANCE ON MENTAL ILLNESS NW PIEDMONT), CORRECT CARE SOLUTIONS, LLC, FORSYTH COUNTY SHERIFF'S OFFICE, AND CARDINAL INNOVATIONS HEALTHCARE (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)

COUNTY MANAGER'S RECOMMENDATION OR COMMENTS:

SUMMARY OF INFORMATION:

The purpose of the attached Memorandum of Agreement (MOA) is to outline the roles and responsibilities relating to the operation of the Forsyth County Mental Health Court. Cardinal Innovations Healthcare previously provided a staff person for Mental Health Court, however, beginning September 1, 2017, this responsibility was shifted to the County. Since the County now provides the staff support, a new Memorandum of Agreement is needed to ensure all parties understand their roles and responsibilities under the new arrangement.

The only change to the former MOA is that the County will now provide the staff support for the Court, however, Cardinal will still provide someone at the Mental Health Court Treatment Team meetings to assist in identifying providers that offer treatment options for participants.

ATTACHMENTS: YES NO

SIGNATURE: _____

COUNTY MANAGER

DATE: _____

RESOLUTION AUTHORIZING EXECUTION OF A MEMORANDUM OF AGREEMENT FOR OPERATION OF FORSYTH COUNTY MENTAL HEALTH COURT BETWEEN FORSYTH COUNTY, FORSYTH COUNTY COURTS, FORSYTH COUNTY DISTRICT ATTORNEY, FORSYTH COUNTY PUBLIC DEFENDER, FORSYTH COUNTY CLERK OF COURT, MENTAL HEALTH ASSOCIATION OF FORSYTH COUNTY, NAMI NW PIEDMONT (NATIONAL ALLIANCE ON MENTAL ILLNESS NW PIEDMONT), CORRECT CARE SOLUTIONS, LLC, FORSYTH COUNTY SHERIFF'S OFFICE, AND CARDINAL INNOVATIONS HEALTHCARE (FORSYTH COUNTY PUBLIC HEALTH DEPARTMENT)

WHEREAS, a Memorandum of Agreement has been prepared which outlines the roles and responsibilities relating to the operation of the Forsyth County Mental Health Court; and

WHEREAS, Cardinal Innovations Healthcare will no longer provide a staff person for Mental Health Court and Forsyth County will assume that responsibility;

NOW, THEREFORE, BE IT RESOLVED that the Forsyth County Board of Commissioners hereby authorizes the Chairman or County Manager and Clerk to the Board to execute, on behalf of Forsyth County, the attached Memorandum of Agreement relating to the operation of Forsyth County Mental Health Court, subject to a pre-audit certificate thereon by the County Chief Financial Officer, where appropriate, and approval as to form and legality by the Forsyth County Attorney.

Adopted this 28th day of September 2017.

Memorandum of Agreement for Forsyth County Mental Health Court
Between
Forsyth County
Forsyth County Courts
Forsyth County District Attorney
Forsyth County Public Defender
Forsyth County Clerk of Court
Mental Health Association of Forsyth County
National Alliance on Mental Illness NW Piedmont
Correct Care Solutions
Forsyth County Sheriff's Office
and
Cardinal Innovations Healthcare Solution

WHEREAS the terms of this Memorandum of Agreement shall apply only to the Forsyth Mental Health Court program and is hereby entered into and by the Forsyth County Courts, hereinafter referred to as “the Court”, Cardinal Innovations Healthcare Solution, hereinafter referred to as “the LME/MCO”, the Forsyth County District Attorney, hereinafter referred to as “the DA”, the Forsyth County Public Defender, hereinafter referred to as “the Public Defender”, the Forsyth County Clerk of Court, hereinafter referred to as “the Clerk” Mental Health Association of Forsyth County hereinafter referred to as “MHA”, the Northwest Piedmont chapter of the National Alliance on Mental Illness hereinafter referred to as "NAMI", Correct Care Solutions hereinafter referred to as “CCS”, Forsyth County Sheriff’s Office hereinafter referred to as “FCSO” and Forsyth County through its Stepping Up Program, hereinafter referred to as “the County” all of the above collectively referred to as “the parties”; and

WHEREAS all parties desire to have a collaborative and cooperative working relationship; and

NOW THEREFORE, the parties agree as follows:

Mental Health (MH) Court is a post-booking jail diversion for adults charged with most misdemeanor and felony offenses. MH Court deals with offenders who have been diagnosed with a mental illness or co-occurring mental health and substance abuse disorders. The main goal of MH Court is to decrease the frequency of clients' contacts with the criminal justice system by providing courts with resources to improve clients' social functioning and link them to treatment, housing, employment, and other support services.

This Memorandum of Agreement establishes procedures surrounding the operation of Forsyth County Mental Health Court.

THE COUNTY AGREES TO:

- Hire, train, and supervise the Forsyth County Mental Health Court (FCMHC) Care Management Specialist.
- Provide staff support in the form of a dedicated MH Court Care Manager position.
- Participate in MH Court Treatment Team meetings.
- Accept referrals of consumers for FCMHC, document actions, and refer to the FCMHC Treatment Team.
- Implement recommendations of the court including referral to a service provider for self-sufficiency for treatment.
- Facilitate MH Court Advisory meetings.
- Participate in MH Court Treatment Team meetings.

THE LME/MCO AGREES TO:

- Provide qualified professional staff to participate in the MH Court Treatment Team meetings.
- Identify service providers that offer treatment options for participants
- Inform the MH Court Treatment Team when participants are hospitalized.
- File complaints against service providers that arise from MH Court and give updates during Treatment Team meetings.

THE COURT AGREES TO:

- Conduct MH Court two times per month, on the second and fourth Wednesday, independent of pretrial services.
- Volunteer the services of a judge to preside over MH Court.
- Volunteer the services of a judge to participate in MH Court Treatment Team and Advisory meetings.

THE DA AGREES TO:

- Participate in MH Court Treatment Team and Advisory meetings.
- Screen cases on criminal court dates.
- Offer input as to the appropriateness of referrals (i.e. Does the individual raise public concerns?).
- Approve or reject each prosecution for MH Court diversion
- Monitor each case for continued MH Court diversion or return to conventional prosecution.
- Participate in MH Court.

THE PUBLIC DEFENDER AGREES TO:

- Participate in MH Court Treatment Team and Advisory meetings.
- Participate in MH Court.

THE CLERK AGREES TO:

- Participate in MH Court.

MHA AGREES TO:

- Participate in MH Court Treatment Team and Advisory meetings.
- Act as advocate for the consumers referred to MH Court.

NAMI AGREES TO:

- Participate in MH Court Treatment Team and Advisory meetings.
- Act as advocate for the consumers referred to MH Court.

CCS AGREES TO:

- Participate in MH Court Treatment Team meetings.
- Participate in MH Court.

FCSO AGREES TO:

- Provide a bailiff for MH Court
- Provide inmate transportation to MH Court as needed
- Allow MH Court Care Manager access to the multipurpose room on each floor to screen participants referred who are in custody.

ALL PARTIES AGREE:

- A. TERM:** The term of this Agreement shall commence as of the September 2017 and shall continue in full force and effect until mutually dissolved in writing.
- B. MODIFICATION:** This Agreement may be modified or amended at any time upon mutual consent of the parties. Such modifications/amendments shall be in writing with said writing being signed by all parties.
- C. ENTIRE AGREEMENT AND AMENDMENTS:** This Agreement contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous written or oral negotiations in agreement between them regarding the subject matter hereof.
- D. ASSIGNMENT:** This Agreement is personal to each of the parties hereto, and neither party may assign nor delegate any of its rights or obligations without first obtaining the written consent of the other party unless otherwise provided for in this Agreement. Any purported assignment without prior written consent shall be null and void.
- E. CONFIDENTIALITY:** All state and federal laws, rules, and regulations relating to the confidentiality of patient/client information shall be adhered to by all parties.
- F. INDEMNIFICATION:** The Court, the LME, the DA, the Public Defender, the Clerk, MHA, NAMI, CCS, FCSO, and Forsyth County Public Health agree to hold the other party harmless from any and all

THE CLERK

BY: _____
Legally Authorized Representative

Date

MHA

BY: _____
Legally Authorized Representative

Date

NAMI

BY: _____
Legally Authorized Representative

Date

CCS

BY: _____
Legally Authorized Representative

Date

FCSO

BY: _____
Legally Authorized Representative

Date