

MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

THE DISTRICT OF COLUMBIA PRETRIAL SERVICES AGENCY

AND

**THE COURT SERVICES AND OFFENDER SUPERVISION AGENCY
FOR THE DISTRICT OF COLUMBIA**

AND

THE DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH

I. INTRODUCTION

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into this 28 day of March, 2005, by and between the District of Columbia Pretrial Services Agency (PSA), Court Services and Offender Supervision Agency for the District of Columbia (CSOSA) and the District of Columbia Department of Mental Health (DMH) (hereinafter collectively referred to as "the Parties").

II. BACKGROUND

This MOU arises out of a recognized need in the District for providing services for mentally ill and dually-diagnosed defendants and/or offenders (an Axis I diagnosis of a major disorder such as schizophrenia and substance dependence). Defendants/offenders with major mental illnesses, mental retardation and/or a substance abuse diagnoses currently are released under pretrial and post-sentence supervision. Such persons, whether diagnosed or not, are likely to be found in all supervision units. These defendants/offenders often require specialized supervision approaches, intensive case management and treatment in order to maintain compliance with community supervision conditions.

DMH is the District of Columbia (District) government agency responsible for arranging for treatment and services to District residents diagnosed with mental illness, and PSA and CSOSA are the federal entities responsible for supervising these District residents once they become involved in the justice system. For purposes of this MOU, District residents involved in the justice system are collectively referred to as "defendants" and/or "offenders." As key stakeholders with interdependent interests, DMH, PSA and CSOSA endeavor to fully integrate their respective systems so that service delivery is completely seamless.

Specialized community supervision options may enhance the chances for some of these defendants/offenders to be released earlier than would otherwise be the case without jeopardizing public safety or increasing risk of flight. Similarly, many defendants could be candidates for recommendations of outpatient – instead of inpatient – forensic evaluations.

III. STATEMENT OF PURPOSE

PSA, CSOSA and DMH can better fulfill their respective statutory mandates and strategic goals and performance targets by developing specific approaches to supervising, providing services and case management for defendants/offenders with mental health and dual diagnosis conditions.

PSA and CSOSA seek to enhance and expand their ability to be more effective in identifying, treating and supervising this population. In order to accomplish this, PSA and CSOSA intend to marshal all of their related internal resources, utilize external mental health specialists, and collaborate to every extent possible with various resources and agencies in the District.

In November of 2003, PSA expanded its mental health services by launching the Specialized Supervision Unit (SSU). The SSU supervises and case manages adult defendants with any of the following conditions: 1) severe, persistent, and chronic mental illness; 2) mild mental retardation; 3) severe, pathological personality disorders; and 4) co-occurring substance use and mental disorders. Furthermore, the SSU in coordination with DMH completes mental health evaluations and/or testing for defendants under pretrial release or who are being considered for pretrial release as part of the SSU's target population.

In the case of a significant number of defendants, PSA must work in close collaboration with CSOSA. Specifically, for defendants who eventually will be transferred to probationary supervision and defendants who are under dual-supervision (e.g., probationers who are rearrested and incur pretrial supervision conditions in addition to their probation supervision conditions), PSA and CSOSA must coordinate the delivery of mental health services within the guidelines for defendants/offenders placed in a treatment continuum of care to address identified needs.

As applicable for PSA and/or CSOSA, effective collaboration with DMH is critical to providing timely and accurate compliance reporting to the D.C. Superior Court, U.S. District Court and U.S. Parole Commission.

DMH seeks to provide timely evaluations for District residents involved in the justice system who are identified as being in need of mental health services. DMH also seeks to identify more expeditiously those individuals who are already connected with DMH core service agencies (CSA) so that their justice-related requirements can be more effectively coordinated with their treatment needs.

The purpose, terms and conditions of this MOU do not pertain to the "Incompetent Defendants Criminal Commitment Act of 2004 (the Act). Furthermore, the Act does not modify the purpose, terms and conditions of this MOU.

IV. TERMS AND CONDITIONS

A. PSA and CSOSA Responsibilities

1. PSA will contact the core service agency (CSA) for each defendant to identify the staff person assigned as the defendant's primary counselor. During this introductory call, the assigned Pretrial Services Officer (PSO) will confirm that the CSA has the following information:
 - a. PSO's current telephone and fax number;
 - b. PSO's alternate/emergency telephone number;
 - c. PSO's current work site address; and
 - d. PSO's email address.

For defendants transferred to CSOSA, PSA will ensure that the above-mentioned information is provided to the assigned Community Supervision Officer (CSO).

2. During the defendant/offender's enrollment with a CSA, the PSO/CSO will maintain contact with his/her CSA staff counterpart for the purposes of effective case management and implementation of the treatment plan as follows:
 - a. PSO/CSO will make on-site contact with the CSA for routine treatment staffings as deemed necessary;
 - b. PSO/CSO will brief the CSA staff on any pertinent criminal justice matters related to the defendant/offender's treatment period;
 - c. PSO/CSO will obtain information on the defendant/offender's progress in treatment;
 - d. In those instances where the defendant/offender is unwilling to authorize the disclosure of protected health information as required under HIPAA, the Mental Health Information Act, and/or the HIV/AIDS, cancer and other health information confidentiality provisions, the PSO/CSO will take the necessary steps to secure a condition of release that will permit the PSO/CSO to provide adequate supervision.
3. As long as the defendant/offender remains under criminal justice supervision, PSA/CSOSA will participate in any staffings that involve material changes in the defendant/offender's current treatment plan or transition to the next phase of treatment.
4. PSA will develop an ongoing mental health training component coordinated by PSA's training department to train select DMH staff, CSAs and other community providers to work with the mentally ill defendant population.

5. PSA/CSOSA will collaborate with DMH to assure that defendant/offenders are referred to the most appropriate service available in the District to meet the needs of the defendant/offenders to achieve recovery in the community.

B. DMH Responsibilities

1. DMH will provide a full-time liaison stationed at D.C. Superior Court to screen and evaluate defendants in the D.C. Superior Court and U.S. District Court being considered for PSA's Specialized Supervision Unit (SSU) (including Options and non-Options eligible defendants).
2. DMH will establish a procedure for obtaining authorizations from defendants for the disclosure of protected health information consistent with HIPAA, the Mental Health Information Act, and/or the HIV/AIDS, cancer and other health information confidentiality provisions, to ensure PSA's rapid access to DMH information regarding whether or not a defendant is currently connected to a CSA.
3. If a defendant is incarcerated and unable to contact the DMH Access Helpline directly, the PSO can contact the Forensic Services Coordinator who will facilitate contact with the DMH Access Helpline. The PSOs will be permitted to relay defendant preferences regarding DMH certified provider selection when the defendant is incarcerated and unable to contact the Access Helpline directly.
4. DMH will determine within 24 hours if a defendant is enrolled and linked to a DMH certified provider. If the defendant is not connected with a DMH certified provider, DMH will facilitate enrollment of the defendant in the Mental Health System within 24 business hours and link the defendant to a CSA.
5. DMH will establish a procedure with PSA to ensure that defendant referrals for intake and services can be made within 24 hours of release.
 - a. For defendants connected to CSAs, the DMH Court Liaison or SSU PSO will contact the CSA to arrange that the case manager meet the defendant at the court or SSU upon release for transport to the CSA for evaluation. An appointment will be scheduled for the defendant to be seen within 24 business hours if the CSA cannot arrange pick-up.
 - b. Defendants not connected to a CSA who are Options eligible will be referred to the designated Options CSA, which will be contacted to arrange that a case manager meets defendant at the court or SSU upon release for transport to the CSA for intake.
 - c. For defendants not connected to a CSA and not Options eligible, the DMH Court Liaison or SSU PSO will refer him/her to the Access Helpline to enroll with a CSA. An intake appointment with the CSA shall take place

within 24 business hours.

- d. For defendants not connected to a CSA, not Options eligible, and in need of immediate crisis intervention, the DMH Court Liaison or SSU PSO will contact the DMH Access Help Line for emergency services.
6. DMH will require CSAs to contact PSA for each client involved in the criminal justice system to identify the staff person assigned as the defendant's primary PSO. During this introductory call, the assigned counselor will confirm that the PSO has the following information:
 - a. Counselor's current telephone and fax number;
 - b. Counselor's alternate/emergency telephone number;
 - c. Counselor's current work site address; and
 - d. Counselor's email address.

PSA also will have the option to contact the Court Liaison to obtain the information requested.

7. DMH will develop and implement a mechanism whereby the CSAs will facilitate the transfer of defendants residing in mental health housing who no longer are appropriate for such housing, either due to completion of the program or maximum benefit, to other available housing alternatives and appropriate services.
8. DMH will ensure that the need for housing is assessed and efforts will be made to assist in finding appropriate housing upon release to PSA/CSOSA supervision. In the short term, DMH will assess individuals on a case-by-case basis for housing based on availability. In addition, DMH will review housing for this population covered by this MOU over the next ninety (90) days and provide PSA/CSOSA with recommendations for long-term solutions to the housing issues.
9. As of the date that this MOU is signed, DMH anticipates that it will continue to fund the housing slots currently available in the Options program, subject to availability of funds. However, DMH reserves the right to make changes in the funding of Options housing, including, but not limited to the elimination of funding for the housing slots at anytime, during the course of this MOU. Both PSA and CSOSA agree that DMH has the authority to make any changes it deems necessary or appropriate to the funding of Options housing, including the elimination of funding for the housing slots, without seeking prior approval for changes from either PSA or CSOSA.
10. DMH will develop and implement a mechanism whereby DMH CSAs serving PSA/CSOSA clients, based on HIPAA compliance, will provide timely compliance/participation information in full compliance with all applicable disclosure laws regarding justice-involved clients to the PSO/CSO. The Options CSA will provide monthly written compliance reports to PSA and a written update at least five (5) business days prior to each scheduled court date.

11. DMH will require CSAs and/or Assertive Community Treatment (ACT) teams to provide notice to PSA/CSOSA of any proposed or major changes in a defendant/offender's treatment plan.
12. DMH will work collaboratively with PSA regarding notification of any material changes in housing or program offerings on the part of the CSA and/or ACT providers serving the defendant/offender population.
13. DMH will collaborate with PSA/CSOSA to ensure that the appropriate Mental Health Rehabilitation Services (MHRS) (Community Support or ACT teams) are targeted to serve justice-involved clients.
14. Appropriate DMH staff and designated Options CSA staff will participate in scheduled Options Steering Committee meetings.

C. Joint Responsibilities for All Parties

1. DMH/PSA/CSOSA will develop a training program to meet the needs of the CSAs involved in providing services to individuals involved in the justice system.
2. DMH/PSA/CSOSA will collaborate to establish performance and outcome measures for ongoing program evaluation.

V. MISCELLANEOUS

A. Agreement Evaluation

The Parties will evaluate this agreement ninety (90) days from the date this MOU is executed and on a quarterly basis thereafter to determine its continuance.

B. Ongoing Consultation

The Parties shall maintain a close liaison and consult, on at least a quarterly basis, on all matters pertaining to this MOU. Moreover, the Parties shall work together in fulfilling the terms of this MOU.

C. Applicable Laws

The Parties shall comply with all applicable laws, regulations, and rules whether in force at the time of the execution of this MOU or subsequently enacted or promulgated during the period this MOU is in effect, including in particular federal and D.C. laws governing the disclosure of drug/alcohol treatment, HIV, mental health and other health information, and other sensitive and personally-identifiable information. Nothing in this MOU shall be construed as in any way impairing the general powers of the Parties for supervision, regulation, and control of its property under such applicable laws, regulations, and rules.

D. Publicity and Media

Publicity releases and/or media interviews in connection with the activities credited to this MOU shall not be undertaken by any of the Parties without the prior written approval by PSA through the Office of the Director; CSOSA through its Office of Legislative, Intergovernmental and Public Affairs; and DMH through its Public Affairs Office, as appropriate.

E. Anti-Discrimination Policy

The Parties shall ensure that the activities associated with this MOU are undertaken in accordance with the applicable provisions of the Americans with Disabilities Act and the Rehabilitation Act of 1973, as well as other applicable laws prohibiting discrimination.

F. No Rights Created

This agreement does not, and shall not be construed to create any rights, substantive or procedural, enforceable at law by any person in any matter, civil or criminal.

G. Liability

Each Party is responsible for its own conduct under this MOU, and retains all defenses, including immunities, available under federal and D.C. law. No Party agrees to insure, defend, or indemnify another.

H. Anti-Deficiency Act

Nothing contained herein shall be construed to obligate any Party to any expenditure or obligation of funds in excess or advance of appropriations, in accordance with the Anti-Deficiency Act, 31 U.S.C. § 1341.

I. Modification

Modification of this MOU shall be based upon the mutual agreement of the Parties and shall be made in writing as an addendum to this MOU.

J. Termination

This MOU may be terminated, in whole or in part, by any Party hereto upon thirty (30) days advance written notice.

IN WITNESS WHEREOF: the Parties hereto have executed this MOU as of the last date written below.


District of Columbia Pretrial Services Agency:



Susan W. Shaffer, Director

3/28/05
Date

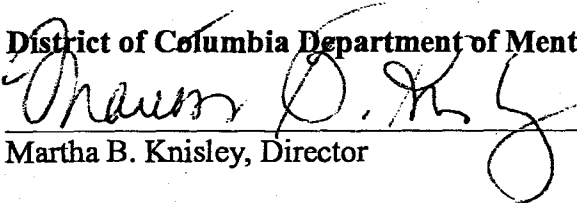
**Court Services and Offender Supervision Agency
for the District of Columbia**



Paul A. Quander, Jr., Director

3/17/05
Date

District of Columbia Department of Mental Health:



Martha B. Knisley, Director

3/24/05
Date