**COLLABORATIVE MENTAL HEALTH TREATMENT AND ASSISTANCE PROGRAM AGREEMENT**

This Inter-Agency agreement is made and entered into as of\_\_\_\_\_, by and between \_\_\_\_\_, the Community Mental Health Services Provider for\_\_\_\_\_ County, and the \_\_\_\_\_County Sheriff’s Department, the \_\_\_\_\_County Prosecutors Office, the \_\_\_\_\_County District Court, the \_\_\_\_\_County Circuit Court, and the \_\_\_\_\_County Board of Commissioners (collectively referred to as the “Parties”).

PURPOSE

The purpose of this arrangement is to ensure interagency agreement is in place for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to persons with serious illness who are considered at risk for 1 or more of the following:

1. Entering the criminal justice system
2. Not receiving needed mental health treatment services during a period of incarceration in a county jail
3. Not receiving needed mental health treatment services upon release or discharge from incarceration in a county jail
4. Being committed to the jurisdiction of the department of corrections

Part of this agreement includes actively promoting and offering cross-training activities necessary to assure CMHSP staff and representatives of local criminal justice agencies have a common understanding of jail diversion procedures and how individuals who may be appropriate for jail diversion in lieu of incarceration are identified and diverted to services.

RECITALS

1. Act No. 28 of Public Acts of Michigan of 2014 (Act 28) requires each county, no later that October 1, 2014, to have a written interagency agreement for a collaborative program to provide mental health treatment and assistance, if permitted by law and considered appropriate, to people with serious mental illness (SMI) who are considered at risk.
2. Act 28 requires parties to the written interagency agreement to include, at a minimum, all of the following parties: the County Sheriff’s Department; the County Prosecutors Office; the community mental health services program (CMHSP) that provides services in that county; the County Board of Commissioners; a District Court Judge; and a Circuit Court Judge.
3. The interagency agreement must cover all of the following areas: guidelines for program eligibility; interparty communication and coordination; day-to-day program administration; involvement of service consumers, family members, and other stakeholders; how the program shall work with local courts and county jails, and address potential participants before and after criminal charges have been filed; resource sharing between parties to the agreement; screening and assessment procedures; case management guidelines; criteria for completing the collaborative program to provide mental health treatment and assistance; available mental health treatment services; first response procedures for potential cases; and the manner in which administrators will report the program’s actions and outcomes to the public.
4. The Act does not require the county to provide funds to the collaborative program to provide mental health treatment and assistance but does require the County to expend funds for the program to the extent that funds have been appropriated by the legislature for that purpose.
5. Act No. 29 of the Public Acts of Michigan of 2014 amended the mental health code to prohibit the Department of Community Mental Health (DCH), now formally known as Michigan Department of Health and Human Services (MDHHS), from preventing the use of General Fund/General Purpose dollars to provide mental health services to county jail inmates if the CMHSP has entered into an interagency agreement with a county to provide those services.

INTERAGENCY RESPONSIBILITIES

The decision to use mental health services in lieu of incarceration can be reached at any time deemed appropriate, including before the individual is taken into custody, after they have been taken into custody or arrested, before or after booking, before or after arraignment, and as a condition of bond or probation. Pre-booking diversion candidates become voluntary consumers of mental health services, and no follow-up is required between CMHSP and law enforcement. For post-booking voluntary candidates, \_\_\_\_\_ will comply with monitoring of the diversion plan as determined by the Court.

**All parties agree to the following:**

If at any point in the judicial process; arrest, prosecution, trial or incarceration, it is suspected that an individual may have a serious mental illness, a representative of that agency will initiate contact with \_\_\_\_\_ to determine a mutual course of action-including arrangement for a screening, assessment, and procedures as appropriate to meet the individual’s mental health needs. Responsibility to identify potential program candidates falls upon all agencies under this agreement.

GUIDELINES FOR PROGRAM ELIGIBILITY

1. All individuals who are determined seriously mentally ill (SMI) or intellectually/developmentally disabled (I/DD) or co-occurring SMI and/or IDD and Substance Use Disorder (SUD) by \_\_\_\_\_ or their designee are eligible to receive the following services if appropriate: Pre-booking diversion; Post-booking diversion; and facility-based treatment services within the \_\_\_\_\_ County Jail.
2. Those treated within the \_\_\_\_\_ County Jail will have their treatment coordinated and transitioned upon release from the jail with their community mental health agency and/or other eligible treatment services within the community.

INTERPARTY COMMUNICATION AND COORDINATION

1. The \_\_\_\_\_ County Sherriff’s Department and \_\_\_\_\_ or designee shall jointly consult on all SMI, I/DD, or Co-occurring individuals who enter the \_\_\_\_\_ County Correctional facility
2. The Jail Diversion specialist will facilitate all communication with both the \_\_\_\_\_ District Court and/or Circuit Court for Jail Diversion and any other communication needed to facilitate needed information regarding SMI, I/DD, or co-occurring individuals.
3. The Jail Mental Health Case Manager will facilitate both alerting community treatment agencies that their authorized client has been admitted into the \_\_\_\_\_ County Correctional facility and also plan and communicate with the community treatment provider the planned discharge of the client.

DAY-TO-DAY PROGRAM ADMINISTRATION

1. The \_\_\_\_\_ County Sheriff’s office administers the mental health post-booking diversion and mental health treatment provided within the \_\_\_\_\_ County jail and \_\_\_\_\_’s designee and/or \_\_\_\_\_ provides consultation as needed.
2. Pre-booking diversion is administered by \_\_\_\_\_ in collaboration with the local police departments.
3. This agreement incorporates by reference the existing service contract between the \_\_\_\_\_ County Sheriff’s Department and \_\_\_\_\_ and \_\_\_\_\_ contract service specifications.

INVOLVEMENT OF SERVICE CONSUMERS, FAMILY MEMBERS, AND OTHER STAKEHOLDERS

1. \_\_\_\_\_, when developing and procuring services, has and will continue to involve clients, family members and other stakeholders in the selection of service providers and development of services.
2. On a yearly basis, \_\_\_\_\_ has and will continue to provide the opportunity for public comment regarding all services, including services within the \_\_\_\_\_ County Correctional Facility.

HOW THE PROGRAM WILL WORK WITH LOCAL COURTS

1. Mental health services within the jail collaborates with local courts by providing information about the needs of SMI, I/DD, or Co-occurring individuals for local courts to best meet the needs of that individual in a way that protects the community and serves the client. The primary point-of-contact between jail and local courts is the Jail Diversion Specialist.
2. The Jail Diversion Specialist facilitates communication and collaboration between the mentally ill individual, \_\_\_\_\_, and other parts of the individual’s support system and the local court so that the individual can safely transition back into the community with a specific plan of action in place.
3. All mental health staff complete mental health evaluations for respective courts which contain discharge plans. Coordination may encompass collaboration with \_\_\_\_\_, family members, and psychiatric hospitals.

HOW THE PROGRAM WILL ADDRESS POTENTIAL PARTICIPANTS BEFORE AND AFTER THEIR CRIMINAL CHARGES HAVE BEEN FILED

1. Discharge planning commences immediately once an individual who enters the jail is identified as having mental health concerns.
2. The individual is evaluated by mental health staff to gather information to assess for safety and to best meet that individual’s needs during the time they remain in jail.
3. Collaboration and communication among departments within the jail is essential and occurs daily between jail administration, mental health staff and the medical department to enhance the safety and security of individuals while in jail and meet their mental health needs.

RESOURCE SHARING AND BETWEEN PARTIES TO THE AGREEMENT

1. The \_\_\_\_\_ County Jail and \_\_\_\_\_ will meet on a yearly basis to determine the level of joint funding each will provide to fund the jail mental health program.
2. The current joint funding is outlines in the contract between \_\_\_\_\_ and the \_\_\_\_\_ County Sheriff’s Department.

SCREENING AND ASSESSMENT PROCEDURES

1. Within the jail individuals identified with mental health issues, either when screened by medical, from history at the jail, or from information gathered from the arresting officers, are referred for further evaluation by mental health staff.
2. Mental Health staff engages the individual to gather information that is critical to the safety, security and mental health well-being of that individual while in jail. Discharge planning is a key component to the screening and assessment process.
3. If a client is involved in pre-booking jail diversion, the **\_\_\_\_\_** will provide screening and assessment services and coordinate with community treatment providers if the diversion is successful.
4. \_\_\_\_\_ will also assess clients within the jail if called upon to determine if a client has a SMI, I/DD, or Co-occurring and if eligible will authorize community treatment services for the client upon their release.

HOW THE PROGRAM WILL WORK WITH COUNTY JAILS

1. \_\_\_\_\_ County Correctional Facility Based Mental Health Services are administered within the \_\_\_\_\_ County jail and jointly administered by the \_\_\_\_\_ County Sheriff’s office and \_\_\_\_\_.
2. The program is located within the \_\_\_\_\_ County Jail and program staff and jail correctional officers work together daily.

CRITERIA FOR COMPLETING THE PROGRAM

1. The program length within the jail is determined by the length of time the consumer spends in the \_\_\_\_\_ County jail.
2. Treatment services provided within the community are determined based on medical necessity and Medicaid or other treatment funding sources.

MENTAL HEALTH TREATMENT SERVICES THAT ARE AVAILABLE THROUGH THE PROGRAM:

1. Jail Diversion
2. Discharge planning for SMI, I/DD, or Co-occurring individuals and other high-risk inmates
3. Medication verification with **\_\_\_\_\_**
4. Ongoing collaboration with **\_\_\_\_\_**
5. Psycho-educational groups in the mental health unit
6. Treatment plans
7. Ongoing follow-up counseling services for many individuals in need

PROCEDURES FOR FIRST RESPONSE ON POTENTIAL CASES, INCLUDING RESPONSE TO CRISES

1. Crisis responses are triaged and addressed first.
2. Collaboration among departments in the jail occurs soon after.
3. Collaboration with the individual with mental health issues, family, case management, and jail administration to ensure that the individual has a safe place to go and appropriate means of getting there upon release.

ALL AGENCIES AGREE TO THE FOLLOWING

1. Direct mental health services may be available through \_\_\_\_\_ or any other State of Michigan licensed medical or mental health service provider as appropriate. As there is no provision within the act that allows for additional financial resources, the extent of interagency collaboration may be in effect naturally limited due to the currently available state funding provided each agency; as can be practical without reduction in any agency’s mandated purpose and function, there will be interagency resource sharing.
2. Day-to-day program administration; reports on the program’s actions and outcomes to the pubic; involvement of service consumers, family members, and other stakeholders; guidelines for case management; and criteria for completion of the program shall be the mutually held responsibility of the involved agencies via the agencies independently established policy, procedure, and documentation processes.
3. All parties shall agree to comply with the Health Insurance Portability and Accountability Act of 1996 (42 USC 1320 (d) including, without limitation, the Standards for Electronic Transactions (45 CFR, Part 160 and 162) and the Security Standards (45 CFR Part 142) (collectively the Standards)) promulgated or to be promulgated by the Secretary of Health and Human Services.
4. To hold the other agency harmless, their principles and staff, from any liability for any loss or damage to any person or property arising out of, or in, any way related to the services of any part related to this Memorandum of Understanding, this agreement does not absolve any agency of performing any of its established responsibilities and functions.
5. Acknowledge that in receiving, storing, processing, or otherwise dealing with any information about the consumers, it is fully bound by the provisions of the federal regulations governing confidentiality, 42 CFR, part 2 State MHC Act 258 of 1974 as amended section 748, and the Health Insurance Portability and Accountability Act of 1996.
6. No person shall be denied services based on race, color, creed, sex, national origin, marital status, ability or inability to pay, or disabling conditions.
7. The agency’s CEOs/Executive Directors will be considered as resources in resolving any disputes. The provisions of the Memorandum of Understanding may be amended only by the approval of the identified participating agency directors.

COUNTERPART EXECUTION

This agreement may be executed in any number of counterparts, each of which will be deemed to be an original, and all counterparts, when taken together, will constitute one and the same agreement. The parties agree that signatures on this agreement may be delivered by facsimile or electronically in lieu of an original signature to treat facsimile or electronic signatures as original signatures that bind them to this agreement.

TERMS OF AGREEMENT

This agreement shall be in full effect as of \_\_\_\_\_ and may be terminated by any party with sixty (60) days prior written notice to the other parties, stating the reasons for termination and effective date.

In witness whereof, the parties have executed this agreement as of the date first written above by the authority of \_\_\_\_\_ board of directors, the \_\_\_\_\_ County Sheriff, the \_\_\_\_\_ County Prosecutor, the \_\_\_\_\_ County District Court, the \_\_\_\_\_ County Circuit Court, and the \_\_\_\_\_ County Board of Commissioners, respectively.

Signatures: