

Addiction Treatment Pilot Program

MEMORANDUM OF UNDERSTANDING
BETWEEN
Ohio Department of Mental Health and Addiction Services
AND
_____ **County**

The Ohio Department of Mental Health and Addiction Services (OhioMHAS) and the _____ County participants in the Addiction Treatment Pilot Program (ATPP) are entering into this Memorandum of Understanding to enhance collaboration, create a mutual understanding of the procedures and expectations of each party and establish a process for problem solving, both clinically and administratively, regarding clients participating in the ATPP.

A. OhioMHAS RESPONSIBILITIES

1. OhioMHAS will provide general program oversight and monitoring.
2. OhioMHAS will provide funding for ATPP participants who have no other means to pay for their medications and treatment services.
3. OhioMHAS will collaborate with the Begun Center to ensure the timely collection and transmission of evaluation information/data.

B. DRUG COURT RESPONSIBILITIES

1. The Drug Court will be responsible for having all prospective drug court program participants who are referred for an assessment sign a consent form authorizing the *Release of Confidential Information*. This consent will be in effect as long as the participant is under the authority of the Drug Court. Evaluation research conducted by the Begun Center, Case Western Reserve University, will be included in this release of information consent.
2. The Drug Court agrees to provide to the Community Addiction Services Provider the following information for each client before the assessment is conducted: completed *Release of Confidential Information*, screening information, criminal reports, all journal entries and/or other relevant and appropriate legal documents. The Drug Courts will be responsible for sending this completed information to the evaluation researchers at the Begun Center, CWRU.
3. The Drug Court will inform the Community Addiction Services Provider of any updates regarding criminal and technical violations, court appearances, or other information that may impact client involvement in treatment.
4. The Drug Court will provide appropriate and confidential space to allow drug court team members to review the participants' status prior to the drug court session.

5. The Drug Court will carefully consider all of the Community Addiction Services Provider's recommendations and, when deemed necessary, will issue sanctions for noncompliance with treatment.

C. COMMUNITY ADDICTION SERVICES PROVIDER RESPONSIBILITIES

1. The Community Addiction Services Provider will provide treatment based on an integrated service delivery model that may consist of the coordination of care between a prescriber and the Community Addiction Services Provider when the prescriber is not a staff member of the Community Addiction Services Provider.

2. The Community Addiction Services Provider shall have a liaison or clinician(s) attend all scheduled pre-drug court participant review meetings and all scheduled drug court sessions. In the event a representative from the Community Addiction Services Provider is unable to attend, written reports for all participating clients will be submitted to the drug court coordinator prior to the drug court hearing.

3. The Community Addiction Services Provider shall conduct professional, comprehensive substance abuse assessments of persons referred by the Drug Court as ATPP participants to determine whether they would benefit from substance abuse treatment.

4. The Community Addiction Services Provider shall determine, based on the assessment, the treatment needs of each ATPP participant.

5. The Community Addiction Services Provider shall develop, for the participants, individualized goals and objectives documented on individualized treatment plans.

6. The Community Addiction Services Provider shall provide access to the long-acting antagonist therapies, partial agonist therapies, or both that are included in the ATPP.

7. The Community Addiction Services Provider shall monitor ATPP participant compliance through the use of urinalysis.

8. The Community Addiction Services Provider agrees to notify the drug court within one business day if any participant fails to show up for any scheduled appointment.

9. The Community Addiction Services Provider and the Drug Court will consult and confer over any extended leave of absence from treatment.

10. The Community Addiction Services Provider agrees to notify the Drug Court whenever a participant's progress is unacceptable, and request a case staffing prior to termination from services.

11. The Community Addiction Services Provider will appoint one administrator and at least one clinician to serve on the Drug Court Advisory Committee. The purpose of this committee is to examine both process and outcomes issues and provide a forum through which other drug court issues can be addressed. This committee will meet at a minimum every three months.

12. Specified evaluation information will be provided to the Drug Court by service providers on an ongoing basis.

D. ADAMHS BOARD RESPONSIBILITIES

1. The ADAMHS Board will pass ATPP funding to Community Addiction Services Provider(s) on a quarterly basis as directed by OhioMHAS. OhioMHAS will adjust future distributions, when appropriate, based upon ATPP participation rates.

2. The ADAMHS Board will have in place a strategy for addressing the needs of Drug Court participant whom a medical professional or other licensed and qualified substance use disorder professional is recommending detoxification as the initial level of care.

E. SHARED RESPONSIBILITIES

1. The Drug Court and the Community Addiction Services Provider will coordinate a discharge plan for each participant at least seven (7) working days prior to successful completion of treatment.

2. OhioMHAS, the Drug Court, the Community Addiction Services Provider and the ADAMHS Board agree to adhere to confidentiality provisions of Part 2 of Title 42 of the Code of Federal Regulations, Health Insurance Portability and Accountability Act of 1994 and any other applicable State laws regarding the confidentiality of alcohol and drug abuse client records.

3. OhioMHAS, the Drug Court, the Community Addiction Services Provider and the ADAMHS Board will have in place a strategy for addressing the needs of Drug Court participants who are or become pregnant.

F. TERMS OF AGREEMENT

1. This agreement is in effect January 1, 2014 through June 30, 2015 and may be amended as initiated by OhioMHAS based upon programmatic needs.

2. This agreement may be terminated by any party upon thirty (30) days written notice of termination to the other parties.

3. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. APPROVED BY

Tracy J. Plouck, *Director, OhioMHAS* *Date*

Judge, _____ Drug Court *Date*

Executive Director, _____ Provider *Date*

Executive Director, ADAMHS Board *Date*