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# ITASCA COUNTY WELLNESS COURT

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## MEMORANDUM OF UNDERSTANDING

**AGREEMENT between the Itasca County Sheriff, Itasca County Attorney, Rapids Counseling, Minnesota Department of Corrections, Ninth Judicial District Administration, Leech Lake Reservation Tribal Court, Itasca County Probation, and Itasca County District Court Judge.**

**The parties to this Agreement endorse the mission and goals of the Itasca County Wellness Court (Drug/DWI court) so that participants may eliminate future criminal behavior and improve the quality of their lives. The parties recognize that for the Wellness Court mission to be successful, cooperation and collaboration must occur within a network of agencies.**

**The parties to this Agreement support the following mission statement:**

The purpose of the Itasca County Wellness Court is to unite judiciary, criminal justice entities, substance abuse treatment providers, and the community to:

- Enhance public safety
- Ensure offender accountability
- Reduce the illicit drug and alcohol use of non-violent drug addicted offenders
- Restore offenders to law-abiding productivity
- Reduce the financial impact on society.

Upon acceptance, candidates will be provided the opportunity to participate in individual treatment programs designed to promote accountability, self-sufficiency and public safety. Compliance will be accomplished by using an established system of court ordered sanctions and incentives.

**The parties agree that there are ten principles under which the respective agencies will work cooperatively. They are:**

1. Wellness Court integrates alcohol and other drug treatment services with criminal justice system processing.
2. Wellness Court uses a non-adversarial approach, prosecution and defense counsel to promote public safety while protecting participants' due process rights.
3. Eligible participants are identified early and referred to Wellness Court.
4. Wellness Court provides access to a continuum of alcohol, drug and other related treatment and rehabilitation services.
5. Frequent alcohol and other drug testing monitors abstinence.
6. A coordinated strategy governs Wellness Court responses to the participant's compliance.
7. There is on-going judicial interaction with each Wellness Court participant.
8. A monitoring and evaluation plan measures the achievement of program goals and gauges effectiveness.
9. Continuing interdisciplinary education promotes effective substance abuse court planning, implementation and operations.
10. Forging partnerships among Wellness Courts, public agencies and community-based organizations generates local support and enhances the Wellness Court's effectiveness.

## **INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS**

### **Wellness Court Judge**

1. The Judge will assume the primary role to motivate and monitor the participants of the drug court program.
2. The Judge will ensure a cooperative atmosphere for attorneys, case managers, probation, law enforcement, and treatment providers to stay focused on the task of providing substance abusers with treatment opportunities.
3. The judge will provide the necessary re-inforcers when deemed appropriate while maintaining the integrity of the court.
4. The Judge will participate as an active member of the staffing team and chairs the Wellness Court Team.
5. The Judge will provide training to new or replacement judges.
6. The Judge will act as a mediator to develop resources and improve interagency linkages.
7. The Judge will act as a spokesperson to educate the community and peers about the Wellness Court program.

### **Leech Lake Tribal Court Judge**

1. The Leech Lake Tribal Court Judge will motivate and monitor the participants of the drug court program collaboratively with the Wellness Court Judge.
2. The Leech Lake Tribal Court Judge will ensure a cooperative atmosphere for attorneys, case managers, probation, law enforcement, and treatment providers to stay focused on the task of providing substance abusers with treatment opportunities.
3. The Leech Lake Tribal Court Judge will provide the necessary re-inforcers when deemed appropriate while maintaining the integrity of the court.
4. The Leech Lake Tribal Court Judge will participate as an active member of the staffing team.
5. The Leech Lake Tribal Court Judge will act as a mediator to develop resources and improve interagency linkages between the Leech Lake Tribal Court and the Itasca County Wellness Court.
6. The Leech Lake Tribal Court Judge will act as a spokesperson to educate the community and peers about the Wellness Court program.

### **Wellness Court Coordinator**

1. The coordinator will be assigned to the Wellness Court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The coordinator will provide oversight to the Wellness Court program.
3. The coordinator will organize events and meetings, compile supporting materials to disseminate to stakeholders and providers of services to maintain linkages, develop marketing strategies, create a press package and act as a media contact person.
4. The coordinator will continuously monitor and evaluate the progress of Wellness Court program participants.
5. The coordinator will seek funding sources; respond to grant solicitations; implement and monitor grant funds and provide fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the program.
6. The coordinator will provide or seek continuing training for the Wellness Court team.
7. The coordinator will provide an annual report setting forth the incidence of recidivism among Wellness Court graduates.

8. The coordinator will provide leadership and direction to ensure compliance with the National Standards set forth by the National Association of Drug Court Professionals.
9. The coordinator will create court calendars; prepare reports for staffings and assure timely dissemination of compliance information; perform caseload coordination; collect fees; and monitor compliance.
10. The coordinator will provide training to new or replacement coordinator.
11. The coordinator will create and maintain a data collection system to monitor client compliance, identify trends and provide a basis for evaluation.

### **County Attorney**

1. The county attorney will be assigned to the Wellness Court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The county attorney will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.
3. The county attorney may dismiss charges on drug-related offenses only after the participants have successfully completed the Wellness Court program.
4. The county attorney agrees that a positive chemical test or open court admission of drug/alcohol possession or use alone will not result in the filing of additional charges based on that admission.
5. The county attorney makes decisions regarding the participant's continued enrollment in the program based on performance in treatment and in the program rather than on legal aspects of the case, barring additional criminal behavior.
6. The county attorney will participate as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.
7. The county attorney, during staffings, will advocate for effective sanctions and incentives for program compliance or lack thereof.
8. The county attorney will contribute to the team's efforts in community education and local resource acquisition.
9. The county attorney will contribute to the education of peers, colleagues, and judiciary in the efficacy of drug courts.
10. The county attorney will provide training to new or replacement prosecutor.

### **Public Defender**

1. The public defender will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.
2. The public defender will advise the defendant as to the nature and purpose of Wellness Court, the rules governing participation, the consequences of abiding or failing to abide by the rules and how participating or not participating in Wellness Court will affect his/her interests.
3. The public defender will explain all of the rights that the defendant will temporarily or permanently relinquish.
4. The public defender will assist the team's efforts in community education.
5. The public defender will contribute to the education of peers, colleagues, and judiciary in the efficacy of drug courts.

### **Treatment Provider**

1. The treatment provider will participate fully as a team member and will work as a partner to ensure their success.

2. The treatment provider will ensure that the participant receives the highest level of care available, at a reasonable cost, by all contracted and ancillary service providers.
3. The treatment provider will ensure that the participants are evaluated in a timely and competent process and that placement and transportation are effectuated in an expedited manner.
4. The treatment provider will provide progress reports to the team prior to staffings so that the team will have sufficient and timely information to implement sanctions and incentive systems.
5. The treatment provider will advocate for effective sanctions and incentives during staffings.
6. The treatment provider will provide training to the team on assessment basis of substance abuse, the impact of treatment on the offender and the potential for relapse.
7. The treatment provider will contribute to the team's efforts in community education and local resource acquisition.
8. The treatment provider will contribute to the education of peers, colleagues, and judiciary in the efficacy of drug courts.

### **Probation Officer**

1. One 1.0 FTE probation officer, and one 0.4 FTE probation officer will be assigned to provide field supervision of Wellness Court participants for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The probation officer will provide coordinated and comprehensive supervision and case management so as to minimize participant manipulation and splitting of program staff.
3. The probation officer will monitor accountability of social activities and home environment of the participant.
4. The probation officer will develop effective measures for drug testing and supervision compliance reporting that provide the team with sufficient and timely information to implement sanctions and incentive systems.
5. The probation officer will participate in weekly case reviews with the judge, treatment provider and Wellness Court staffing team.
6. The probation officer will coordinate the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, job skills training and placement to provide a strong foundation for recovery.
7. The probation officer will provide on-site progress reports to the judge.
8. The probation officer will provide frequent, observed drug/alcohol testing on a random basis.
9. The probation officer will contribute to the team's efforts in community education and local resource acquisition.
10. The probation officer will contribute to the education of peers, colleagues, and judiciary in the efficacy of drug courts.

### **Itasca County Sheriff's Office**

1. An officer from the sheriff's office will be assigned to the Wellness Court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The sheriff's office will provide information of participant appropriateness from law enforcement sources to the team, and make recommendations to the team.
3. The sheriff's office will provide access to in-custody treatment services for those returning to custody as a sanction.
4. The sheriff's office will facilitate the swift delivery of bench warrants for participants who have absconded from the program, and release them into treatment on the judge's orders.

5. The sheriff's office will provide a monitoring function to the team by going on joint home visits, reporting on a participant's activities in the community, and supervising participation in community service.
6. The sheriff's office will provide assistance, information and support to participants in the community encouraging them to succeed in the program.

### **Ninth Judicial District Drug Court Coordinator/Evaluator**

1. The district drug court coordinator will assist in providing oversight to the drug court program.
2. The district drug court coordinator will assist the drug court team with monitoring the progress of the program.
3. The district drug court coordinator will assist in developing a data collection system that will collect relevant information critical to the program's survival, such as immediately detecting noncompliance of a participant or to observe developmental trends.
4. The district drug court coordinator will develop evaluation policies and procedures, and manage the evaluation process of the drug court.
5. The district drug court coordinator will assist in: seeking funding sources; responding to grant solicitations; implementing and monitoring grant funds; and providing fiscal, narrative and statistical information as required by a funding source to ensure on-going operation of the program.
6. The district drug court coordinator will assist in providing or seeking on-going training of the drug court team.

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we are pledged to enhance communication between the courts, law enforcement and treatment programs. Through this linkage of services, we expect greater participation and effectiveness in addressing drug offenders involved in the criminal justice system.

## **Agreement Modifications**

Any individual agency wishing to amend/modify this Agreement will notify the Wellness Court Coordinator of the issue(s). The Wellness Court team will address the issue(s) for purposes of modifying/amending the Agreement. The issue will be decided by consensus (if possible) or by simple majority, if not.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

Dated: December 1, 2009

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Ninth Judicial District Court Judge

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Ninth Judicial District Administrator

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Itasca County Attorney

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Ninth Judicial District Public Defender

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Itasca County Sheriff's Dept.

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Rapids Counseling

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Minnesota Department of Corrections

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Leech Lake Tribal Court Judge

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Itasca County Probation Department