

**Nassau County Adult Drug Court
Fiscal Agent Partnership
Memorandum of Understanding**

This document will serve as a Memorandum of Understanding between the Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court and the Nassau County Board of County Commissioners. The Nassau County Board of County Commissioners will serve as the Fiscal Agent to the Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court.

The Nassau County Board of County Commissioners is applying, on behalf of the Fourth Judicial Circuit of Florida-Nassau County Adult Drug Court, to the U.S. Department of Justice (DOJ), Bureau of Justice Assistance (BJA) for a grant award under the Fiscal Year (FY) 2019 Adult Drug Court Discretionary Grant Program Competitive Grant Announcement. The purpose of this MOU is to establish the framework through which, if the U.S Department Justice approves the application, the parties will coordinate this project.

The Nassau County Board of County Commissioners endorses the goals and mission of the Fourth Judicial Circuit of Florida-Nassau County Adult Drug Court program in order for participants to eliminate future criminal behavior and improve the quality of their lives. For this program to be successful, cooperation must occur within a network of systems to facilitate and achieve the mission, challenge, and vision of the Fourth Judicial Circuit of Florida-Nassau County Adult Drug Court. Therefore:

1. The Nassau County Board of County Commissioners agrees that the mission of the Fourth Judicial Circuit of Florida-Nassau County Adult Drug Court program shall be to successfully rehabilitate substance using individuals while maintaining public safety.

2. The Nassau County Board of County Commissioners agree to the following charge of the Fourth Judicial Circuit of Florida-Nassau County Adult Drug Court program: Engaging substance using individuals involved in the criminal justice system in a continuum of treatment services and providing them with appropriate intervention through treatment, rehabilitative programming, reinforcement, and monitoring.

3. The Nassau County Board of County Commissioners will coordinate with the Nassau County Adult Drug Court program for which funding is being sought to ensure that all program goals and objectives are met, including the meeting of the National Association of Drug Court Professional's Ten Key Components of Drug Courts and Best Practice Standards. This project will address such components/standards through the following guiding principles.

1. Drug and alcohol addiction is a chronic relapsing disease that is treatable and substance use is reversible behavior, which, if unaddressed, may lead to continuing and increasing criminal behavior and other personal, family, and societal problems.

2. Drug court programs offer an opportunity to direct those in crisis with addictions and substance use disorders to begin a rehabilitation process, which may

ultimately lead to a reduction or elimination of addiction and use and permit the development of a productive lifestyle.

3. Treatment intervention should occur early on upon entry to the criminal justice system to achieve maximum treatment outcomes.

4. Thorough assessment and evaluation is a critical component of the drug court program.

5. Participants with drug and alcohol abuse issues cannot maximize their treatment potential without appropriate treatment intervention that includes their families.

6. Participant accountability is foremost in the program, with written program agreements and court monitoring of behavior on a biweekly basis. Court monitoring will include incremental sanctioning for negative behaviors and positive rewards for improved behaviors.

7. Drug court programs are established with written protocols, which are well-defined and documented through the Policies and Procedures Manual. The program manual will be updated annually, to respond to required program changes and needs of the participants, families, agencies, and community.

8. Participant entry into the drug court program shall be governed by written eligibility criteria as established by the drug court team.

9. Information about participant progress, participant family progress, and the functioning of the drug court program shall be made available to all team members.

10. Effective evaluation of the drug court program shall be sought with appropriate responses being made relative to these evaluations.

A. Terms of Partnership

In support of the Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court, the Nassau County Board of County Commissioners agrees to:

1. Serve as the fiscal Agent for the Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court for the project proposed to and funded by the U.S. Department of Justice, Bureau of Justice Assistance, accepting responsibility for the receipt and distribution of all grant funds and for ensuring that the project is carried out by the Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court in accordance with Federal requirements.
2. Process approved invoices and release grant funds to contracted providers, pursuant to approved contractual agreements, in a timely fashion so as not to impact payments related to the project.

3. Ensure that project funder specific/required data collection and reporting is completed and submitted accurately and timely.
4. Serve as Fiscal Agent without charge or fee for service.

The Fourth Judicial Circuit of Florida- Nassau County Adult Drug Court agrees to:

1. Develop, administer, and monitor contractual agreements for all project-related services.
2. Request the funds from Nassau County Board of County Commissioners, after thorough review and approval of clinical services invoices, purchases, travel requests, and other approved project related costs.
3. Complete the project as originally proposed to the U.S. Department of Justice, Bureau of Justice Assistance, and in accordance with DOJ/BJA Grant Contract Requirements. (Any exceptions/modifications must be approved by DOJ/BJA staff in advance).
4. Complete and submit (jointly with the Nassau County Board of County Commissioners) all progress reports and financial reports, including final reports, in accordance with grant requirements.
5. Maintain ongoing and timely communication with the Nassau County Board of County Commissioner's point of contact for this partnership.

B. Confidentiality

1. A drug court's performance of, or request for, an assessment of chemical dependency of a drug court participant, or a referral to treatment, places the drug court within the parameters of 42 CFR, Part 2. Additionally, agencies partnering with the drug court must comply with the Health Insurance Portability and Accountability Act (HIPAA) that protects confidentiality and the security of protected health information. Therefore, the parties agree to abide by the following:
 - a. Confidential problem solving court information and records, including information obtained as a result of participating in a preadmission screening and evaluation assessment, is confidential and is exempt from disclosure under the Freedom of Information Act (FOIA), and may not be used to initiate or to substantiate any criminal charges against a participant or to conduct any investigation of a participant, unless it reveals criminal acts other than, or inconsistent with, personal drug use (42 CFR, Part 2).

- b. State law may neither authorize nor compel any disclosure prohibited by the federal regulations, but where state law prohibits disclosure that would be permissible under the federal regulations, the stricter standard applies.
- c. Problem solving courts may receive or release information or records of participants only with the specific knowing, voluntary, and written consent of the participant, or under certain very limited exceptions, per 42 CFR, Sections 2.14 through 2.35.
- d. All participants must be advised, orally and in writing, that federal law protects the confidentiality of treatment records. The notice must cite Section 290dd-2 and the implementing regulations.

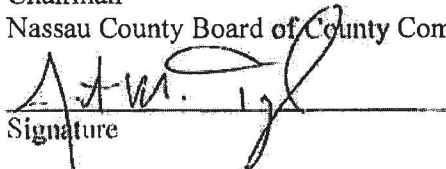
C. Term and Termination of Agreement

This agreement shall commence upon receipt of the notice of award for this project, no later than October 1, 2019 and shall terminate upon the end of this project, no later than September 30, 2023, or upon submittal of the project Final Report.

Signatures

The parties have entered into this agreement as evidenced by their signatures below.

- 1) Justin Taylor
Chairman
Nassau County Board of County Commissioners


Signature

4-8-19

Date

- 2) Joseph G. Stelma, Jr.,
Trial Court Administrator
Fourth Judicial Circuit of Florida


Signature

4/15/19
Date