

**MONONGALIA COUNTY ADULT DRUG COURT
MEMORANDUM OF UNDERSTANDING
FISCAL YEAR 2011**

This Memorandum of Understanding (MOU) shall serve as a basis for Agreement between the Monongalia County Drug Court (DC), having the Monongalia County Commission as the Fiscal Agent, and Douglas G. McCarty, MS, CCAC.

Douglas McCarty, MS, CCAC agrees to provide the following services for the DC at the specified rates of service and to invoice the DC monthly for services unless otherwise specified:

- A. Provide Substance Abuse/Addiction Assessment/ evaluation for Drug Court referrals at a cost of \$150.00 per assessment/evaluation that consists of:
 1. Addiction Severity Index (ASI), structured interview with Chemical Use History, Harmful Consequences Checklist, and Michigan Alcohol Screening Inventory, if indicated, along with BPRS for mental health evaluation, if indicated. (At a minimum, the SASSI or similar Court approved substance abuse evaluation tool, LSCMI [provided by Monongalia County Day Report Center], and an approved mental health screening for major mental health problems must be included along with any other test deemed necessary by the evaluator based on individual client need.)
- B. Provide backup coverage for group intensive outpatient treatment, currently provided by Valley Healthcare System personnel to Drug Court participants of 8 hours per week or as necessary for temporary coverage, utilizing an evidenced-based cognitive behavioral therapy delivered by an instructor who has specialized training (instructors with CAC or equivalent certifications are presumptively approved) at a cost of \$55.00 per group class per hour. Classes will contain a maximum of 12 participants per class with one instructor.
- C. Provide Relapse prevention and the following additional classes or activities as are deemed necessary for the client's treatment based on the initial assessment and subsequent clinical assessments and as approved by the Drug Court Team, at the following costs per group class per hour:
 1. Relapse Prevention \$50.00 per hour
 2. Men's Group \$50.00 per hour
 3. Experiential outdoor recovery therapy \$50.00 per hour
Involving team-building activities, such as day hiking, introductory rappelling and introductory caving, in order to introduce participants to drug free problem solving, positive self-definition and to challenge preconceived notations about living a drug free life

- D. Provide individual treatment therapy to Drug Court participants as deemed necessary based on clinical assessment and as approved by the Drug Court Team/Drug Court Judge, at a cost of \$35.00 for ½ to 1 hour session as determined appropriate by the provider for the participant's needs.

TERM:

The term of this MOU shall commence on July 1, 2011 and shall terminate June 30, 2012. Either Party may terminate this MOU, with or without cause, by giving the other Party at least (90) days written notice of termination.

NON-EXCLUSIVE AGREEMENT:

Nothing in this Agreement shall be deemed or constructed in any manner as prohibiting either Party from contracting with any other person or entity for services of the same or similar type of those provided hereunder.

FEDERAL AND STATE CONFIDENTIALITY REQUIREMENTS:

The confidentiality of alcohol and drug abuse patient records maintained by the Monongalia County Drug Court is protected by federal law and regulations. The VENDOR as a provider of services to the Monongalia County Drug Court agrees to comply with all confidentiality provisions of the law including:

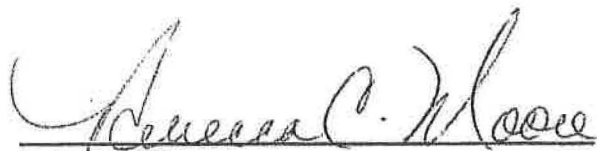
- A. That in receiving, storing, processing and otherwise dealing with any information obtained about a participant of the Monongalia County Drug Court, it and its agents and assignees are fully bound by the provisions of the federal laws and regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records (*42 United States Code Section 290dd-2, and 43 Code of Federal Regulations Part 2*); and
- B. That it will resist, in judicial proceedings if necessary, any efforts to obtain access to information pertaining to any Monongalia County Drug Court participant otherwise than as expressly provided for in the federal confidentiality regulations (42 C.F.R. Part 2).

ENTIRE AGREEMENT:

This MOU constitutes the entire understanding between the Parties, and supersedes any prior agreement, oral or written.

IN WITNESS WHEREOF:

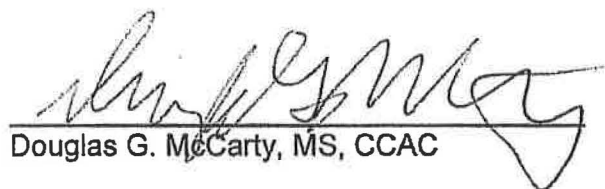
The Parties hereto have executed this Agreement to be effective as of the date first above written.



Rebecca Moore
Drug Court Coordinator

12-21-11

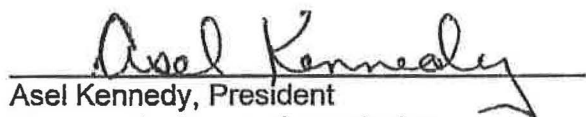
Date



Douglas G. McCarty, MS, CCAC

12/29/11

Date



Asel Kennedy, President
Monongalia County Commission

12-21-11

Date