

AGENCY NAME/LOGO

LOCAL MEMORANDUM OF UNDERSTANDING

Between:

Name of organizations

This memorandum entered on this the _____ day of (month, year) is an agreement in principle concerning the anticipated roles, responsibilities, and expectations of the parties noted above.

- I. All signatories agree to the following:
 - a. Adhere to the following mission statement:
To holistically inspire and empower individuals on the pathway to recovery and mental wellness by bridging the gap between the family, community resources, legal entities, and by advocating for and reducing the stigma of recovery in the criminal justice system.
 - b. Adhere to the guidelines and participation responsibilities detailed in the following documents, as may be amended at any time during the term of the Memorandum of Understanding:
 - i.
 - ii.
 - iii.
 - iv.
 - v.
 - c. Be familiar with and adhere to all federal and state confidentiality laws applying to personal health information (42 CFR Part 160, Part 162, and Part

164, Health Insurance Portability and Accountability Act (HIPAA)s. (<https://www.govinfo.gov/>), mental health treatment (North Carolina General Statutes §122C-52 (<https://www.ncleg.gov/Laws/GeneralStatutes>), substance abuse treatment 42 CFR Part 2 (<https://www.govinfo.gov/content/pkg/FR-2018-01-03/pdf/2017-284000.pdf>), and child protection laws (<https://www.ncleg.gov/Laws/GeneralStatutes>).

- d. Maintain effective communication and participate collaboratively in the _____ program.
- e. Contribute, as requested, to the development of the individual's recovery plan and support implementation and revisions to the plan.
- f. Attend RC staffing, RC case review hearings (as requested), RC court sessions, and RC operations meetings with all partner agencies to determine individual progress, including violations of any agency rules or procedures, update individual participant's case plans, and make joint decisions concerning compliance and subsequent therapeutic responses. Address any necessary changes with program polices & procedures.
- g. Attend conferences and training seminars as funding is available.
- h. Collect, maintain, and share data relevant to _____ on a (weekly, monthly, quarterly) basis to ensure the best possible recovery and wellness outcomes for _____ program participants
- i. Provide all new staff with training on the _____ program policies and protocols related to service functions and general activities.
- j. Ensure that the following recovery and peer values and principles are upheld:

II. Agreed-Upon Outcomes

All signatories agree to work towards achieving the following objectives for _____ programs:

- a. To introduce and maintain recovery from behavioral health concerns through trauma-informed, peer led, non-traditional community support.
- b. To offer support to people who desire to reduce alcoholism and other drug dependencies.
- c. To offer support around wellness self management, voice, choice, self-determination, and personal identity to people that are interested in exploring mental health recovery.

- d. To offer forensic peer support to prevent and reduce incarceration.
- e. To support legal employment for individuals under the jurisdiction of the court.
- f. To improve overall health, familial and societal accountability and restorative practices.
- g. To engage family members and significant others in treatment and recovery related issues.
- h. To promote effective interaction, management, cross-training and use of resources among criminal justice personnel, and community agencies; and
- i. To reduce the negative impact of SUD and Mental Health related issues on court workloads.

III. Confidentiality, Waivers, and Releases

The Agencies and/or departments hereby acknowledge the various laws, regulations, and policies, which govern the confidentiality of information and documents in the possession of the respective agencies. Further, the agencies agree to expedite the release of documents and information covered by the said Waivers and Releases.

IV. Mutual Indemnification

The participating agencies agree to indemnify, defend and hold each other and their officers, agents, and employees harmless from all claims, actions or proceedings arising solely out of the acts or omissions of the indemnifying agency in the performances of the Memorandum of Understanding.

V. Terms of Memorandum of Understanding

The Memorandum of Understanding is effective through (MONTH/YEAR) and may be renewed every year upon written agreement of all parties.

VI. Termination of Understanding

Individual agencies and/or departments wishing to terminate participation in the Memorandum of Understanding may exercise its right to terminate the Memorandum of Understanding by notifying in writing all the agency and/or department representatives a minimum of sixty (60) days prior to said termination.

VII. Review and Revision

The Memorandum of Understanding will be reviewed on an annual basis and revised as necessary upon mutual agreement of all parties. In addition to the said annual review, this Memorandum of Understanding is subject to further negotiation and revision, upon mutual consent of all parties, as may be required to support the effective and orderly operation of the _____ Program. Any revisions to this Memorandum of Understanding shall be in writing and signed by all parties herein or their duly appointed representatives.

VIII. _____ Program agrees to the following:

- a. Serve as the lead agency responsible for court case coordination for the Recovery Court Program.
- b. Provide Recovery Court Program presence at appearance hearings in 1150 and/or arraignments to facilitate early buy-in and admission to the program
- c. Facilitate the screening of all referrals to the program.
- d. Facilitate the Operations Committee and attends other community stakeholder meetings pertinent to the development and promotion of the program.
- e. Coordinate with the Criminal Justice Advisory Group (operating as the Local Management Committee) for semi-annual meetings.
- f. Responsible for onboarding process for all new team members.

IX. _____ organizations agrees to the following:

Provide authorized, evidence-based, family centered services to participants referred by the Recovery Court team in accordance with standards established by relevant state guidelines - Division of Mental Health/Developmental Disabilities/Substance Abuse Services – for behavioral health services.

X. _____ organization agrees to the following:

Provide authorized, evidence-based, services to participants referred to the Recovery Court Program which focuses on cognitive-behavioral interventions for individuals involved in the criminal justice system who are diagnosed with a SUD, Mental Health Disorder or Co-Occurring Diagnosis, in accordance with standards established by relevant state (Division of Mental Health/Developmental Disabilities/Substance Abuse Services) and national (All Rise) guidelines.

- XI. _____ organization agrees to the following:
Provide authorized, evidence-based, services to participants referred to the Recovery Court Program for individuals involved in the criminal justice system who are diagnosed with a SUD, Mental Health Disorder or Co-Occurring Diagnosis, in accordance with standards established by relevant state (Division of Mental Health/Developmental Disabilities/Substance Abuse Services) and national (All Rise) guidelines.
- XII. _____ organization agrees to the following:
Provide authorized services to participants referred to the Recovery Court Program in accordance with standards established by relevant State guidelines - Division of Mental Health/Developmental Disabilities/Substance Abuse Services – for Mental Health Services.
- XIII. Promise Resource Network (Peer Support) agrees to the following:
- a. Designate an agency representative with lived experience in the criminal justice system relative to Substance Use, Mental Illness and co-occurring diagnoses for all Recovery Court Program staffing and court sessions.
 - b. Serve as an advocate, challenging the use of carceral approaches, sanctioning, etc to ensure the fair and equitable rights, treatment, and voice of each person is honored
 - c. Support engagement of people into peer support while honoring that peer support is voluntary and cannot be court ordered
 - d. During RC staffing, provide input from a Trauma-Informed/Recovery perspective on behalf of, and/or with participants served around program progress, prospective decisions regarding violations of agency rules or procedures, decisions around program compliance and therapeutic responses.

C.

CC: All signatories to MOU

AGENCY/LOGO

LOCAL MEMORANDUM OF UNDERSTANDING

SIGNATURE PAGE

In Witness Whereof, the parties have caused their duly authorized representatives to execute this Memorandum of Understanding.

Criminal Justice Services, Recovery Court Programs Date

Chief District Court Judge Date

District Attorney Date

Public Defender Date

Judicial District Manager Date

agency a, Director Date

agency b, Director Date

agency d, Director Date

SIGNATURE PAGE

Agency x., Director Date

agency y, Director Date

11/28/23

Promise Resource Network, Director Date

, Chief of Police Date

**MEMORANDUM OF UNDERSTANDING BETWEEN _____ AND
_____ REGARDING _____**

This Memorandum of Understanding (MOU) is made on DATE by and between _____ and _____

WHEREAS _____ and _____ desire to enter into an agreement in which _____ and _____ will work together to complete the Project;

AND WHEREAS _____ and _____ are desirous to enter into a MOU between them, setting out the working arrangements that each of the partners agree are necessary to complete the Project.

PURPOSE

The purpose of this MOU is to provide the framework regarding the terms and execution of the Project, between _____ and _____.

OBLIGATIONS OF THE PARTNERS

The partners acknowledge that a contractual relationship is created between them by this MOU, and agree to work together in the true spirit of partnership to ensure that there is a united visible and responsive leadership of the Project and to demonstrate financial, administrative, and managerial commitment to the Project by means of the following individual services.

COOPERATION

The activities and services for the Project shall include, but not limited to:

1. Services to be rendered by _____ include:
2. Services rendered by _____ include: Providing the venue and audience for the Project, including advertising and registration.

RESOURCES

_____ agrees to provide the following financial, material and labor resources in respect of the Project:

- 1.
- 2.

_____ agrees to provide the following financial, material and labor resources in respect of the Project:

- 1.
- 2.
- 3.
- 4.
- 5.

COMMUNICATION STRATEGY

Marketing of the vision and any media or other public relations contact should always be consistent with the aims of the Project as outlined above, and only undertaken with the express agreement of all parties. Where it does not breach any confidentiality protocols, a spirit of open and transparent communications should be made between the partners to further the aims of the project.

LIABILITY

No liability will arise or be assumed between the Partners as a result of this MOU.

TERM

The arrangements made by the Partners by this MOU shall remain in place from the signing of the MOU until the final payment is received.

GOVERNING LAW

This MOU shall be construed in accordance with the laws of the (state)

UNDERSTANDING

It is mutually agreed upon and understood by and among the Partners of this MOU that:

1. Each Partner will work together in a coordinated fashion for the fulfillment of the Project.
2. To the extent possible, each Partner will participate in the development of the Project.

3. This MOU will be effective upon the signature of both Partners.

The following Partners support the goals and objectives of the Project as outlined above:

, Executive Director of _____

Date

Cherene Allen-Caraco, Founder of Promise Resource Network, Inc.

Date

Memorandum of Understanding
Between
Promise Resource Network
And
_____ **Crisis Center and Crisis Lifeline Provider**

1. Mission and Purpose

_____ and Promise Resource Network (PRN) have come together to collaborate and support citizens in NC that require phone mental health support.

_____ and PRN have a history of working with individuals in need via phone. This MOU is to establish an active working relationship to support people experiencing a mental health crisis. This initiative would further enhance the partnership and create a stronger network for North Carolina citizens. Through this MOU _____ and PRN will work together to provide increased support to individuals experiencing a mental health crisis or experiencing substance abuse.

PRN is a survivor-led agency since 2005. PRN have been providing peer to peer warm line, support, and referrals to their community. PRN has other programming including: Peer Run Respite, Recovery Education, Supported Employment, Housing support, and Jail/Prison Diversion.

_____ is the call center for _____ for individuals experiencing a mental health crisis and suicide intervention/prevention services. _____ joined the Lifeline Network in 2000, and became the single Lifeline hotline in 2011 for all 100 counties in NC. _____ has also served as a VCL backline, Lifeline Backup Chat and Lifeline Backup in our nation.

2. Responsibilities and Obligations of the Parties:

The following are the individual services that each Party will provide.

PRN will:

- Provide 24/7 Warmline telephonic peer support that addresses individual's current crisis and offers support and referrals.
- Provide follow-up calls for individuals who consent and need additional support.
- Follow all applicable policies and procedures when answering calls.
- With caller consent, REAL and Promise Resource Network may refer, transfer, or utilize call conferencing between the two lines
- Accept referrals from 988 to the Warmline 24/7.
- Attend regularly scheduled meetings and collaborative calls with REAL to ensure a sound working relationship.

_____ will:

- Provide 24/7 hotline support to any caller experiencing a mental health crisis through the 988 line.
- Provide a comprehensive suicide lethality assessment for at-risk individuals expressing suicidal thoughts.
- Provide the less evasive emergency intervention as needed to caller's at-risk of suicide.
- Provide referrals to resources to meet caller's need of community support.
- Warm transfer callers in need of warm line conversations to PRN
- Provide follow-up services to callers that require additional support and/or consent to follow-up services.
- Follow all applicable policies and procedures when answering calls.
- With caller consent, REAL and Promise Resource Network may refer, transfer, or utilize call conferencing between the two lines
- Attend regularly scheduled meetings and collaborative calls with REAL to ensure a sound working relationship.

Terms and Understanding

This agreement shall remain in effect for three years from the effective date. Either party may end this agreement by notifying the other party in writing.

Confidentiality

Both parties agree to follow all state, federal, local, and internal confidentiality laws as they pertain to services being provided.

Authorization and Execution

The signing of this MOU does not constitute a formal undertaking, as such is simply intended signatories shall strive to reach, to the best of their abilities, the goals and objectives stated.

This agreement shall be signed by _____ and _____ and shall be effectiveness of the date agreed upon.

Signature

Promise Resource Network

Date

_____ agency

Date