

Clay County Veterans Court Program
Memorandum of Understanding
Seventh Judicial Circuit, Clay County, Missouri
Clay County Prosecutor's Office
Department of Veterans Affairs
Missouri Department of Corrections, Division of Probation and Parole
Clay County Sheriff's Office Trackers
Midwest ADP
Avertest

Purpose: The purpose of the Clay County Veterans Court Program is to provide a treatment alternative for diverting appropriate United States Armed Services veterans charged with qualifying felony offenses from incarceration into Court-supervised treatment and supportive services, enhancing public safety by substantially reducing the likelihood of reentry of those veterans into the criminal justice system.

Expectations of the Seventh Judicial Circuit, Clay County, Missouri (Court)

1. Provide a Judge to for judicial oversight of the Veterans Court Program (VCP).
2. The Judge will lead the Veterans Treatment Team.
3. After the consultation with the Veterans Court Treatment Team, the Judge will determine incentives and/or sanctions as appropriate to support the participant during the program.
4. The Court will monitor program fees.
5. The Judge has the authority to limit the number of participants in the program.
6. The Judge will be the final authority for entry into and either graduation from or termination from the VCP.
7. The Court will provide administrative oversight of the VCP.
8. The Court will seek resources for Alcohol and Other Drug (AOD) treatment for veteran-defendants that are not eligible for the existing Clay County Drug Court Program or Veteran Affairs programs through grants and provide said services as funded.
9. At the conclusion of the veteran-defendant's participation in the VCP, the Judge will enforce agreements reached by the parties upon said veteran-defendant's graduation or termination from the VCP.
10. Any veteran-defendant not eligible for the VCP will be referred to the VA for treatment; however, the veteran-defendant will not be a participant in the VCP. Instead, the veteran-defendant's criminal case(s) will be transferred to the Judge's regular probation docket.
11. Upon termination of a veteran-defendant from the VCP, the Judge will keep the veteran-defendant's criminal case(s) for appropriate disposition.
12. The VCP's mentor program shall be supervised by the Court.
13. The Judge shall be responsible for ensuring each veteran-defendant seeking entry into the VCP has signed all necessary forms provided by the Court, including those allowing release of the veteran-defendant's health information from the VA to the Court, as well as the veteran-defendant's current criminal charge(s) from the Court to the VA. The parties understand and agree that if the authorization to

release information is revoked by the veteran-defendant at any time, the VA will be unable to provide any information to the Court pursuant to Federal privacy and confidentiality laws, absent a valid court order that meets the requirements of the Privacy Act (5 U.S. C. § 552a). Furthermore, the parties agree and understand that VA medical records and the claims records of veteran-defendants are subject to the provisions of the “Confidentiality of Veteran Records” section below.

Expectations of the Clay County Prosecutor’s Office (CCPO)

1. The CCPO will serve as a “gatekeeper” of the VCP in that only felony criminal case recommended by the CCPO will be considered by the Court for entry into the VCP.
2. The CCPO will provide the Court with the eligibility criteria used by the CCPO in determining whether to recommend a felony criminal case to the Court for entry into the VCP.
3. Eligibility will focus on non-violent felony offenses. All felony cases will be considered, however, on a case by case basis with the exception of the following:
 - a. Class “A” Felonies
 - b. DWIs resulting in serious injury or death
 - c. Sex Offenses
 - d. Drive by shootings as defined in Section 571.030.1 (9)
4. The CCPO will provide existing resources for veteran-defendants eligible for the Clay County Drug Court Program, including the allocation of existing resources for Alcohol and Other Drug (AOD) treatment for veteran-defendants that are in the VCP that also qualify for the existing Clay County Drug Court Program.
5. The CCPO will administer online resources and background information and provide access to said resources for Veterans Court Treatment Team members.

Expectations of Missouri Department of Corrections, Division of Probation and Parole (MO DOC)

1. MO DOC will supervise the veteran-defendants who are participating in the VCP as required by the Court.
2. MO DOC will assign an officer to act as a Diversion Manager and Probation Officer for veteran-defendants in the VCP. This officer will participate as a member of Veterans Court Treatment Team.
3. MO DOC will provide services for veteran-defendants that are not available from the Clay County Drug Court Program or from the VA.
4. MO DOC will provide access to existing treatment programs for the veteran-defendants as requested by the Veterans Court Treatment Team.
5. MO DOC will waive intervention fees during the time veteran-defendants are assigned to the VCP.

Expectations of the Department of Veterans Affairs (VA)

1. The Kansas City VA Medical Center shall provide one liaison to the VCP whose responsibilities shall include:
 - a. Scanning into VA's Computerized Patient Record System (hereinafter "CPRS") authorizations signed by each veteran-defendant for release of information from the veteran-defendant's VA medical record to the Court. The liaison will provide the authorization forms to the Court;
 - b. Appearing at VCP hearings or other proceedings to respond to Court inquiries and assist with scheduling of appointments at the Kansas City VA Medical Center;
 - c. Providing status reports concerning the veteran-defendant's treatment to the Court on a regular basis as requested;
 - d. Assisting in treatment planning for veteran-defendants; and
 - e. Providing assistance to veteran-defendants to enroll in VA health care and establish eligibility for the care.
2. The Court understands that due to limited resources and other responsibilities of VA personnel, the liaison referred to in paragraph 1 immediately above might not be able to serve as a liaison or otherwise provide assistance to all veterans that the Court allows to participate in the VCP. The number of VCP participants for which its liaison serves as a case manager or otherwise provides assistance will be at the discretion of the Kansas City VA.
3. VA will not furnish hospital or outpatient care to a veteran-defendant who is an inmate in an institution of another government agency if that agency has a duty to provide the care and services. 38 U.S.C. § 1710(h); 38 C.F.R. § 17.38(c)(5).
4. The parties understand and agree that the Kansas City VA Medical Center shall only provide treatment through programs and services the Kansas City VA Medical Center has available and for which an enrolled veteran is eligible under Federal law, and that the Kansas City VA Medical Center may be limited in its treatment options due to budget and availability of providers. The parties also understand and agree that veteran-defendants participating in the VCP will not receive a priority for care from VA just because they are participating in the VCP.
5. Kansas City VA Medical Center's authority to pay for a veteran-defendant's non-emergency care at non-VA facilities is generally limited to those specific situations set forth in 38 U.S.C. § 1703.

Expectations of the Clay County Sheriff's Department (CCSD)

1. CCSD shall assign Deputies to serve as Trackers for the VCP, one of whom shall be designated as the lead Tracker.
2. The lead Tracker shall attend all weekly Veterans Court Treatment Team meetings and VCP court sessions, providing progress reports on VCP veteran-defendants to the treatment team and advocating for effective incentives and sanctions for VCP veteran-defendants.
3. All Trackers shall familiarize themselves with VCP policies as detailed in the VCP handbook and VCP contracts.
4. Trackers shall meet with VCP veteran-defendants outside of court on a regular basis, conducting home visits, alcohol and/or drug testing, and general supervision of veteran-defendants, as well as assisting with the coordination of needed resources and services for veteran-defendants. Home visits will generally be unannounced, occurring randomly at various days and times, seven days a week.
5. CCSD shall serve as a community advocate for effectiveness of the VCP.

Expectations of Treatment Provider (Midwest ADP)

1. Midwest ADP will complete assessment for veteran-defendants who are not eligible for veteran's benefits.
2. Midwest ADP will provide treatment services to veteran-defendants who are not eligible for veteran's benefits, but who meet funding criteria established by Tri-County Mental Health Services.
3. Midwest ADP will track and bill Tri-County Mental Health Services for treatment of all veteran-defendants not eligible for veteran's benefits.
4. Midwest ADP will provide supplemental treatment services to all VCP participants as directed by the Court.
5. Midwest ADP will provide a liaison to the VCP who will be a member of the Veterans Court Treatment Team.

Expectations of Avertest

1. Conduct random urinalysis of all VCP veteran-defendants as directed by the Veterans Court Treatment Team.
2. Maintain strict confidentiality regarding chains of evidence for pre-collection, collection, post collection and laboratory analysis process of all urine samples provided by VCP veteran-defendants.
3. Provide initial results of urinalysis testing of VCP veteran-defendants to the Veterans Court Treatment Team by the next business day (excluding weekends and holidays).
4. Maintain registry on Family Care Safety Registry. Maintain current background check at own expense, which shall include, but may not be limited to: employment history and references.

Expectations of Defense Attorneys Volunteering To Be Members of the Veterans Court Treatment Team

1. Attend all weekly Veterans Court Treatment Team meetings and VCP court sessions, advocating for effective incentives and sanctions for VCP veteran-defendants.
2. Ensure that veteran-defendants' legal rights are fully protected.
3. Provide case specific information and recommendations at Veterans Court Treatment Team meetings and VCP court as he/she deems appropriate or as requested by the treatment team.
4. Serve as community advocates for effectiveness of the VCP.

Expectations of all parties to this MOU and other provisions:

Confidentiality of Veteran Records: VA medical and claims records are and shall remain the property of VA and shall not be removed or transferred from VA except in accordance with 5 U.S.C. § 552a (Privacy Act), 38 U.S.C. § 5701 (Confidentiality of Claimants Records), 5 U.S.C. § 552 (Freedom of Information Act), 38 U.S.C. § 5705 (Confidentiality of Medical Quality Assurance Records), 38 U.S.C. § 7332 (Confidentiality of Certain Medical Records), Public Law 104-191 enacted August 21, 1996 (Health Insurance Portability and Privacy Act of 1996) and any other pertinent Federal laws, and rules and regulations. Subject to applicable Federal Confidentiality and privacy laws, veterans or their designated representatives may have access to information from VA's records, upon request during normal business hours.

All individually identifiable health information shall be treated as confidential by the parties to this MOU in accordance with all applicable Federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually identifiable health information.

Each party to this MOU agrees to only use or disclose protected health information as that term is defined in 45 C. F. R. § 160.103, received from another party or created, compiled, or used by another party pursuant to this MOU other than as permitted or required by this MOU, or otherwise required by law. Each party further agrees to use appropriate safeguards to prevent use or disclosure of protected health information other than as provided for by this MOU or as required by law. Each non-VA party further agrees that upon termination of this MOU for any reason, to transfer to the Kansas City VA any protected health information.

Independent Contractors: For the purposes of this MOU, the relationship of the parties shall not be construed or interpreted to be a partnership, association, joint venture, or agency. The relationship between the parties to this MOU is an independent contractor relationship and neither party will be an agent, representative, or employee of the other party. No party shall have the authority to make any statements, representations, or commitments of any kind or to take any action that shall be binding on another party,

except as may be expressly provided for herein or authorized in writing with the agreement of the other parties.

Liability: Each party shall retain all the rights and remedies available under applicable Federal and state laws. Each party shall be responsible and liable for the errors and omissions of their employees to the extent provided by law. VA employees performing under this MOU are covered by the individual liability protections of the Federal Tort Claims Act (FTCA) (28 U.S.C. § 2679 (b)-(d)) and do not carry separate insurance. VA contractors are not covered by the FTCA.

Notices: Any notices required or resulting from this MOU shall be in writing and made to the following:

Director, Kansas City VA Medical Center
4801 E Linwood Blvd.
Kansas City, MO 64128

Judge Shane Alexander Division 1 Clay County Court
11 S Water
Liberty, MO 64068

Clay County Prosecuting Attorney
11 S Water
Liberty, MO 64068

Regional Administrator Probation and Parole
1828 Walnut 8th Floor
Kansas City, MO 64108
Midwest ADP
6060 N Oak Trafficway
Kansas City, MO 64118

Clay County Sheriff's Office
12 S Water
Liberty, MO 64068

Avertest
2827 N Vivion Road
Kansas City, MO 64119

Term of Agreement: The term of this MOU is one year commencing on its effective date. This MOU will become effective on the date that all parties have signed it. This MOU will automatically be renewed for consecutive one year terms unless amended or unless any party terminates its participation in this MOU by providing written notice to all other parties not less than thirty days prior to the effective date of such termination. If a party terminates its participation in the MOU, the parties agree to honor any and all

agreements entered into with participating veteran-defendants until the conclusion of their respective cases pending in the Veterans Court.

The persons signing below acknowledge that they have reviewed all of the MOU's terms and agree to them. They further acknowledge that they have the authority to bind the respective entity for which they are signing acceptance of the MOU.

Accepted for the Clay County Circuit Court:

Judge Shane T Alexander

Date

Accepted for the Clay County Prosecutor's Office:

Daniel White, Prosecuting Attorney

Date

Accepted for the Department of Veterans Affairs, Kansas City VA Medical Center:

David Isaacks , Director

Date

Accepted for the Missouri Department of Corrections, Division of Probation and Parole:

Jackie Dunn, Director

Date

Accepted for the Clay County Sheriff's Department:

Sheriff, Paul Vescovo

Date

Accepted for Midwest ADP :

Brad Rentfrow, Director

Date

Accepted for Avertest:

Nick Runge, Manager

Date