

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into on this day 2nd of August, 2016 by and between THE TWELFTH PROSECUTORIAL DISTRICT OF NORTH CAROLINA ATTORNEY'S OFFICE, ("DA"), THE CITY OF FAYETTEVILLE NORTH CAROLINA POLICE DEPARTMENT ("FPD"), THE NORTH CAROLINA REDUCTION COALITION ("NCHRC"), and ALLIANCE BEHAVIORAL HEALTHCARE ("ALLIANCE").

RECITALS:

WHEREAS, all parties to this memorandum want to improve public safety and public order by reducing future criminal behavior by low-level drug offenders in their community; and

WHEREAS, interventions that connect low-level drug offenders with services may be a valuable and successful resources for reducing future criminal behavior without requiring processing these individuals through the criminal justice system; and

WHEREAS, a program grounded in harm reduction, such as LEAD, may provide better results than traditional abstinence-only programs; and

WHEREAS, harm reduction is a public health philosophy and intervention that seeks to reduce the harms associated with drug use; and

WHEREAS, the parties to this memorandum desires to establish the LEAD Coordinating Group to further ensure the ethical and effective operation of the Santa Fe LEAD program.

NOW, THEREFORE, THE PARTIES STATE THEIR INTENT AS FOLLOWS:

A. Formation, Purposes and Membership of the Law Enforcement Assisted Diversion ("LEAD") Coordinating Group:

1. LEAD Coordinating Group is hereby formed for the LEAD diversion pilot project. The purposes of the Coordinating Group are to make policy-level decisions regarding the LEAD program, to provide periodic administrative oversight of the program, and to protect the integrity of the LEAD model and uphold its guiding principles. The Coordinating Group's membership shall consist of representatives from each of the following entities and organizations:

- a. The Twelfth Prosecutorial District of North Carolina Attorney's Office,
- b. The City of Fayetteville Police Department;
- c. The North Carolina Harm Reduction Coalition; and

2. The DA: The District Attorney will provide the following staffing to the program when practicable: an Assistant District Attorney to both the Operational and Coordinating Groups. The District Attorney and/or the Assistant District Attorney shall serve on each group as long as the groups exist or unless and until the District Attorney withdraws from the LEAD program. The District Attorney's Office will assist with legislative advocacy and fundraising as needed. Though they will be informed by the Case Review Group's staffing recommendations regarding participants, the District Attorney retains the ultimate and exclusive authority to make filing decisions in all criminal cases.

3. The NCHRC: NCHRC agrees to dedicate staffing resources for the Coordinating Group, facilitate the Case Review Group, provide technical assistance, and assist with legislative advocacy, fundraising, document drafting, stakeholder consultation, and troubleshooting as needed. NCHRC will be responsible for communication with interested policymakers and community leaders in other jurisdictions regarding the LEAD implementation process.

4. Alliance Behavioral Healthcare: Alliance will ensure that LEAD participants have access to an array of substance abuse, behavioral health and supportive services required to support recovery. Alliance will assist in ensuring the coordination of care for LEAD participants. Alliance will fund medically necessary treatment for LEAD participants who are Medicaid eligible or those who are uninsured and meet state funding eligibility criteria. Alliance will ensure that all LEAD participants will have access to crisis services regardless of insurance and state funding eligibility criteria. Alliance will provide de-identified aggregate data necessary to inform program evaluation efforts.

D. Governance

1. Participation in the Coordinating Group is voluntary, and any member may withdraw unilaterally at any time for any reason with ten days written notice to the other parties.

2. This MOU does not amend any law or ordinance; nor does it create any binding obligation on the part of any signatory. This MOU simply memorializes the intent of the Coordinating Group members in participating in this pilot project and describes the responsibilities they understand to be accepting through their participation.

3. All decisions of the Coordinating Group shall be made by consensus. For purposes of this MOU, "consensus" means a resolution that is acceptable to all participants even if not ideal to one or more. However, the District Attorney retains the ultimate and exclusive authority to make filing decisions in all cases. The NCHRC shall not have decision-making authority in either the Coordinating Group or the Case Review Group, and will operate in an advisory capacity only.

- d. Alliance Behavioral Healthcare; and
- 2. By written amendment signed by all parties to this Agreement, additional member entities and organizations may be added to the Coordinating Group, as either voting or advisory members, upon unanimous consent of the existing members.

B. Responsibilities

- 1. The role of the Coordinating Group is to make policy-level decisions regarding the LEAD program to provide periodic administrative oversight of the program, and to uphold the guiding principles of the model, including a commitment to harm reduction. Specific responsibilities include, but are not limited to, the following:
 - a. Review of LEAD referral and diversion protocols;
 - b. Review of RFP's for LEAD service provision and evaluation;
 - c. In accordance with HIPAA and all other federal, state, and local laws and regulations, make available criminal justice and human services system data for comparison and evaluative purposes;
 - d. Oversight of the LEAD program implementation, including but not limited to, regular review of reports from the Case Review Group, contract compliance of service providers and evaluators, Case Review Group and service provider program compliance, ensuring a commitment to a harm reduction philosophy, and solicitation and review of community feedback; and
 - e. Modification of service provision, or evaluation criteria and process, as needed.

C. MOU Signatories' Individual Statement of Intent

The parties signing this Memorandum of Understanding ("MOU") specifically state their respective intents and commitments as follows:

- 1. The FPD: The FPD agrees to: i) commit to participate in the LEAD program on both an operational and policy level; ii) provide training to personnel on the LEAD referral process; and iii) provide an additional designee of the Chief of Police, who will ensure that officers remain committed to the harm reduction philosophy at the core of this project.

4. Each member organization shall designate one representative for purposes of determining consensus in all Coordinating Group decisions, but multiple representatives from each organization may attend meetings and participate in discussions, as non-voting representatives.

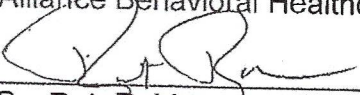
5. This MOU shall be signed in counterparts and shall be effective as of the date it is signed by all parties. It shall remain in effect until terminated at the end of the pilot project, or January 1, 2018, whichever occurs first. No amendment or modification of this MOU will have effect unless it is made in writing and agreed to by all signatories or their successors.

E. Liability:

Participation in the LEAD program by any party shall not in way waive any immunities, defenses, or legal protections available at law.

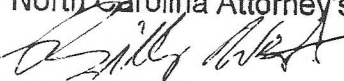
[Signatures to follow]

Alliance Behavioral Healthcare


By: Rob Robinson, CEO


Date: 7-29-16

The Twelfth Prosecutorial District
of North Carolina Attorney's Office


By:


Date: 7-29-16

The City of Fayetteville North Carolina Police Department


By:

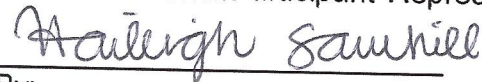
Date: 8-2-16

North Carolina Reduction Coalition

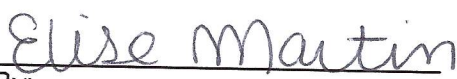

By:

Date: 7-29-16

LEAD Consumer/Participant Representative(s):


By:

Date: 7-29-16


By:

Date: 7-29-16