**MEMORANDUM OF UNDERSTANDING**

FOR THE SAUK COUNTY SPECIALTY COURT PROGRAM

BETWEEN SAUK COUNTY

AND

THE WISCONSIN DEPARTMENT OF CORRECTIONS

CONTRACT # <INSERT CONTRACT #>

**SECTION I – PARTIES TO THE MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made by and between the State of Wisconsin Department of Corrections, whose principal business address is 3099 East Washington Ave., P.O. Box 7925, Madison, WI 53707-7925, (“Department of Corrections” or “DOC”), the Sauk County Administrator and Sauk County Justice, Diversion, and Support 510 Broadway Street Baraboo, WI 53913, Department of Human Services 505 Broadway St #480, Baraboo, WI 53913, Wisconsin Chief’s Association, and Sauk County Sheriff’s Department 1300 Lange Court Baraboo, WI 53913.

The DOC employee responsible for administration of this MOU will be Brian Basham as the “Contract Administrator” whose principal business address is 1000 Log Lodge Court Baraboo, WI 53913. In the event that Brian Basham is unable to administer this MOU, DOC will designate a new Contract Administrator.

The Sauk County Criminal Justice Coordinating Council employee responsible for administration of this MOU will be <INSERT NAME> as the “Contract Administrator” whose principal business address is 510 Broadway Street, Baraboo, WI 53913. In the event that <INSERT NAME> is unable to administer this MOU, the Sauk County Criminal Justice Coordinating Council will designate a new Contract Administrator. This agreement replaces and supersedes any and all other memorandum of understandings in relation to the Sauk County Specialty Court Program.

**SECTION II - PURPOSE OF MOU AND THE MISSION STATEMENT OF THE PROGRAM**

The parties agree that the following should be the mission of the specialized court, also known as the Sauk County Adult Treatment Court: “The mission of the Sauk County Adult Treatment Court is to enhance public safety by reducing recidivism and improving quality of life in our community. Sauk County Adult Treatment Court will offer an alternative to lengthy incarceration to individuals whose crimes are linked to a substance use disorder by focusing on treatment, strict accountability, intensive supervision, and judicial oversight.”

The parties to this MOU support and endorse the goals and mission of the Sauk County Adult Treatment Court in order for defendants to eliminate future criminal behavior, improve the quality of their lives and enhance the wellbeing of the community.

For this program to be successful, cooperation must occur within a network of systems in order to facilitate and achieve the mission of the Sauk County Adult Treatment Court.

**SECTION III - PRINCIPAL AGENCY ROLES AND RESPONSIBILITIES/STAFF COMMITMENTS**

Now, therefore, it is agreed:

*County Circuit Court* agrees to provide a judge who will preside over the Sauk County Adult Treatment Court Program. The judge will preside over the court proceedings and monitor appropriate application of incentives and sanctions while maintaining the integrity of the court. Court proceedings will be that of a non-adversarial approach.

*District Attorney’s Office* will review all potential participants for eligibility, actively participate in the staffing of cases, and interact in a non-adversarial manner to address the need for incentives and sanctions as they apply to the participant. The District Attorney’s Office will also be responsible for filing a motion for termination should a participant be deemed appropriate for such status.

*State Public Defender’s Office (SPD)* will explain the Sauk County Adult Treatment Court program to potential participants represented by the State Public Defender’s Office and advise private attorneys on the merits and logistics of the Sauk County Adult Treatment Court Program. As a member or the Sauk County Adult Treatment Court team, the SPD representative does not represent each program participant. Instead, the SPD representative will strive to ensure the Sauk County Adult Treatment Court is fair, consistent, and in compliance with recognized standards of due process and best practices in the operation of Sauk County Adult Treatment Court. The SPD representative will participate in the team staffing of cases, Sauk County Adult Treatment Court sessions and all meetings of the Sauk County Adult Treatment Court Team and oversight committee.

*Law Enforcement Agency* will assist in monitoring of participants, to include home visits, may assist with EMP monitoring (Sheriff’s Department), curfew checks, and searches. Law enforcement will help to identify potential and eligible treatment court participants, and provide background history of prospective participants during staffing sessions. Law Enforcement will advocate for effective incentives and sanctions during staffing. Law enforcement will also serve as a liaison between the Treatment Court and local police departments, sheriff’s office, jail, and Department of Corrections.

*Justice, Diversion, and Support Agency* will provide general oversite to the treatment court to include meeting attendance, grant reporting, evaluate and provide oversight to statistical database and administration of the budget (to include management of contracts), program support, funding solicitation and community outreach. Encourage continuing training for all team members and provide orientation to all new members of the treatment court team. Coordinator(s) will facilitate communications between agencies, will assist with organizing court, meetings, events, and disseminate support materials to stakeholders. To make sure policy and procedures are updated and followed, ensure team members follow confidentiality regulations and all appropriate forms are signed.

*The Sauk County Health Department* will provide health, prevention, and harm reduction education and services to treatment court participants in order to stabilize their personal health, assist with transition into the community, and maximize overall wellbeing. The Sauk County Health Department will continue to seek funding for the Treatment Court team education, capacity building, and peer recovery coach trainings.

The Sauk County Health Department will build on connections with Law Enforcement to improve community health through initiatives such as funding Sauk County Jail and Huber Center telehealth equipment, funding Law Enforcement educational opportunities like Crisis Intervention Team Trainings, Drug Recognition Expert trainings, and providing scholarships to attend national and statewide trainings on Drug and Alcohol issues.

*Substance Abuse/Mental Health Treatment Specialist* will provide the Team with the education on the effects of addiction and mental health disorders on the participants in Treatment Court. The Treatment Provider will contribute clinical knowledge and expertise for consideration during Team deliberations.

*Wisconsin Department of Corrections* The mission is to enhance public safety through management and reduction of offender risk by providing supervision of offenders and collaboration with community partners to assist offenders to change their behavior and repair the harm they have done.

The Wisconsin Department of Corrections, Division of Community Corrections will act as a member of the Specialty Court team by providing at a minimum of one probation and parole agent per court. When individuals are in the Specialty Court and on supervision with the Department of Corrections, the Department of Corrections will:

1. Provide community supervision of participants and maintain a supervision file for each Specialty Court participant, in compliance with the requirements of the Department of Corrections’ policies and procedures and Wisconsin State Law, including following confidentiality regulations.
2. Be guided by Evidence Based Practices when making decisions pertaining to the supervision and treatment of DCC offenders participating in the Specialty Court. (Wisconsin Treatment Court Standard 1).
3. Prohibit agents from engaging in the role of Court Coordinator for the Specialty Court. The Court Coordinator maintains the overall management of the Specialty Court Program. This includes administrative assistance to the Specialty Court Judge, coordinating the selection and admission of the Specialty Court participants, coordinating Specialty Court team agendas and staffing program participant compliance. The Coordinator maintains documentation on paper and electronic files regarding the collection of random urinalysis tests, treatment compliance and coordinates collaboration between all of the participating agencies involved in the Specialty Court.
4. Refer participants to community resources if available and, when appropriate and in consultation with the Specialty Court team, maintain collateral contacts to follow participant progress.
5. Provide drug/alcohol testing as part of normal standards of supervision. Extensive and random AODA testing specific to the Specialty Court will be the responsibility of that court. Agents can assist with this task on occasion; however, will not exceed one AODA test per week on any given participant. (Wisconsin Treatment Court Standard 13).
6. Provide input for decisions regarding incentives and sanctions and impose incentives and sanctions where appropriate and in accordance with Department of Corrections’ policies and procedures, Wisconsin State Law and Evidence Based Practices. (Wisconsin Treatment Court Standard 14).
7. Attend treatment team meetings and Specialty Court at a maximum of one team staffing/Specialty Court session per week and one special team or advisory board meeting per month. As the participant progresses forward in the Specialty Court phases, it is expected the agent’s responsibilities for that participant will be reduced along with the classification and contact standards for the individual participant. This may be subject to change based on staffing and availability.
8. Provide updates on participants’ adjustment to supervision with the Department of Corrections.
9. Identify potential candidates for alternatives to revocation.
10. Coordinate with law enforcement and other agencies as needed.

Participating agencies of the Sauk County Adult Treatment Court agree to the following:

1. DOC resources and supervision tools will only be available to Sauk County Adult Treatment Court participants who are on active supervision with the Department of Corrections.
2. The Sauk County Adult Treatment Court shall not employ a person who is on active probation, parole, extended supervision, lifetime supervision or an inmate who is supervised by Intensive Sanctions for any position where the primary duties and responsibilities involve contact or work with offenders/inmates OR involves access to offenders/inmates’ records or funds.
3. This MOU implies no fiscal responsibility for DOC. Other than in-kind services of DOC’s representatives, no DOC funds may be expended, pledged, contracted for, or spent without the approval of DOC Administration. DOC will have the right to annually review its participation and any financial commitments made.

**SECTION IV - GENERAL PROVISIONS**

In addition, all Agencies and staff agree to follow the attached Policies and Procedures of the Sauk County Adult Treatment Court and to abide by the following:

1. All parties agree that the Criminal Justice Coordinating Council (CJCC) shall be the advisory board for Sauk County Adult Treatment Court. The CJCC will be responsible for approving modifications and amendments of this MOU. They will address problems and issues as identified and approve policy and program modifications, including clear identification of sanctions and incentives controlled by and determined by the group. Coordinated strategy governs Adult Treatment Court responses to participants' compliance, ensuring compliance with state statute, Department of Corrections Administrative Code and any or all other applicable Federal or State statutes or Administrative Code.
2. **CONFIDENTIALITY**

All parties agree assigned participants of their respective agencies shall attend all scheduled Sauk County Adult Treatment Court staffing’s. They shall maintain the confidentiality of the details and content of the Sauk County Adult Treatment Court team and discussions to the extent required by Wisconsin and federal law, and the votes of the individual Sauk County Adult Treatment Court team. No Sauk County Adult Treatment Court team member shall disclose this confidential information to any third person absent agreement by the majority of the Sauk County Adult Treatment Court team members, or pursuant to court order. No agency, or Sauk County Adult Treatment Court team member shall disclose confidential information regarding participants without the consent of such participant and approval of the Sauk County Adult Treatment court treatment team, except as may be required or permitted under Wisconsin and federal law.

1. **NONDISCRIMINATION /AFFIRMATIVE ACTION**

In connection with the performance of work under this MOU, the individual agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined ins. 51 .01(5), Wis. Stats., sexual orientation as defined in s. 111. 32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the individual agency further agrees to take affirmative action to ensure equal employment opportunities.

1. **HOLD HARMLESS**

To the extent authorized by Wisconsin law and subject to the limitations of Wis. Stats. §§ 893.82 and 895.46, each party agrees that it shall be responsible for any loss or expenses, including costs and attorney fees, arising from or incidental to the act or omission of its respective officers, officials, agents, or employees in performing the obligations under this agreement arising out of or related to this Agreement

1. **CANCELLATION**

DOC reserves the right to cancel any MOU in whole or in part without penalty due to non-appropriation of funds or for failure of the individual agency to comply with terms, conditions, and specifications of this MOU.

1. **TERMINATION**

The parties to the MOU – Department of Corrections, District Attorney’s Office, State Public Defender’s Office, Sauk County Public Health, DHS, law enforcement agencies and Sauk County Justice, Diversion, and Support – may exercise right to terminate the MOU by notifying all other parties in writing a minimum of 90 days prior to such termination.

1. **EFFECTIVE DATE**

This MOU is effective on <INSERT DATE> through <INSERT DATE>.

1. **RENEWAL**

This MOU will be automatically renewed for subsequent one (1) year periods unless terminated by an individual agency as indicated in Section III, G. Termination.

1. **MISCELLANEOUS**

This MOU shall be construed and governed by the laws of the State of Wisconsin. In the event of any dispute arising from this MOU, the parties agree to submit to the exclusive jurisdiction of the Circuit Court for Dane County, Wisconsin, or the federal court sitting in Madison, Wisconsin.

1. **AMENDMENT**

No amendment of this Contract shall be binding unless in writing and signed by all of the parties.

1. **COMPLIANCE WITH LAWS**

The parties agree to comply with all applicable Federal, State and local codes, regulations, standards, ordinances, and other laws.

1. **NO CONSTRUCTION AGAINST EITHER PARTY.**

This agreement is the product of negotiations between the parties and was either reached with the advice of legal counsel or the opportunity to obtain legal counsel, and shall not be construed against either party.

1. **MULTIPLE ORIGINALS**

This contract may be executed in multiple originals, each of which together shall constitute a single agreement.

1. **CAPTIONS**

The parties agree that in this contract, captions are used for convenience only and shall not be used in interpreting or construing this contract.

1. **ELECTRONIC SIGNING**

It is agreed by the parties that either party or both may, by email, provide the other party with a copy of this contract, in PDF form or otherwise, showing the signatures of, or on behalf of the sending party, with such signatures being as binding as original signatures, regardless of whether the other party signs in the same fashion, or by using original ink signatures. For the purposes of this section, “signatures” may be original written signatures, photocopies of signatures, or signatures added to a contract or through the addition by a signing party of a typed or electronically added signature.

In Witness whereof, the parties have, through dually authorized representatives entered into this MOU. The parties having read and understand the foregoing terms of the MOU do by their respective signatures dated below hereby agree to the terms thereof.

**WISCONSIN DEPARTMENT OF CORRECTIONS**

By: **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** Date: ­­­­­­­­­­­­­­­­­­­­­­­­­­­­­**\_\_\_\_\_\_**

Kevin A. Carr, Secretary

Wisconsin Department of Corrections

**SAUK COUNTY ADULT TREATMENT COURT**

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Brent Miller or Designee, County Administrator, Justice, Diversion, and Support

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Michael Albrecht, District Attorney, Sauk County District Attorney

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Mark Gumz or Designee, Local Attorney Manager, Wisconsin State Public Defender’s Office

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Richard Meister or Designee, Sauk County Sheriff, Sauk County Sheriff’s Department

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Patrick Cummings or Designee , Sauk County Chief’s Association

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Treemanisha Stewart or Designee, Health Department Director, Sauk County Health Department

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_

Jessica Mijal, Director of Human Services, Sauk County Department of Human Services