

Chapter 13: Agreements

Overview

Agreements and their provisions may be implicated by any or all of the ten Key Components of Tribal Healing to Wellness Courts, but are specifically referenced in Key Component 10 - Team Interaction.

The Gottlieb Evaluations of the First Four Tribal Wellness Courts identified the following strengths and weaknesses relevant to the design and structure of a Wellness Court (and thus agreements and their provisions): Strength of First Four Tribal Wellness Courts - Tribal Wellness Courts involved tribal council members in the planning stages of their Wellness Courts, law enforcement was included as an integral part of the Wellness Court Team, and the Wellness Court did successful team building at local planning meetings. Weaknesses of First Four Tribal Wellness Courts - there was little support from tribal leadership, there was no community-wide steering committee, there was no buy-in from other agencies, law enforcement was not an integral part of the Wellness Court Team, there was a lack of support and interference from the Tribal Council, the community was not familiar with the Wellness Court and there was a lack of community support for it, and there was a failure to institutionalize the Wellness Court.

The Gottlieb findings relevant to agreements and their provisions included the finding that: Wellness teams had a great deal of member turnover. The Gottlieb “lessons learned” include the recommendations to: (1) develop a strong structure for a Tribal Wellness Court by building the Tribal Wellness Court team based on roles, not individuals; and (2) detail the responsibilities of team members from various agencies in written policies and procedures and memorandums of agreement/understanding.

Relevant Key Components

Key Component #10: Team Interaction

The development and maintenance of ongoing commitments, communication, coordination, and cooperation among Tribal Healing to Wellness Court team members, service providers and payers, the community and relevant organizations, including the use of formal written procedures and agreements, are critical for Tribal Wellness Court success.

**Findings from NIJ Tribal Wellness Court Study:
Key Component #10⁷⁶**

Problems Identified:

- (1) Wellness teams had a great deal of member turnover.

Lessons Learned:

- Develop a strong structure for your Tribal Wellness Court by building the Tribal Wellness Court team based on roles, not on individuals, in order to avoid the disintegration of the team due to staff turnover.
- Detail the responsibilities of team members from various agencies in written policies and procedures, such as memoranda of understanding, in order to ensure the team's integrity.

**Strengths & Weaknesses Reported in First Four Tribal Wellness Courts
Key Component #10⁷⁷**

Strengths

- Public outreach attempts
- Tribal Council members involved in planning stage
- Successful team building at local planning meetings (facilitated by Chief Judge, who became WC judge, included readings and in-depth exploration of team's feelings about substance abuse and how it affected their lives and the community)

Weaknesses

- No buy-in from other agencies
- Little support from tribal executive board
- Community not familiar with WC
- Lack of support and interference from Tribal Council
- Law Enforcement not integral part of team

Purpose

⁷⁶ Gottlieb, "Lessons Learned in Implementing the First Four Tribal Wellness Courts," 57.

⁷⁷ "Process Outcome Evaluations of the Fort Peck Tribes Community Wellness Court" (December 30, 2005), "Process Outcome Evaluations of the Blackfeet Alternative Court" (December 30, 2005), "Process Outcome Evaluations of the Hualapai Wellness Court" (December 30, 2005), "Process Outcome Evaluations of the Poarch Band of Creek Indians Drug Court" (December 30, 2005).

Written agreements represent detailed, firm commitments, and if signed and/or adopted by tribal resolution, may be legally binding. Such agreements (often called Memorandums of Agreement, Memorandums of Understanding, or letter agreements) are useful, if not indispensable, in carrying-out inter-agency and inter-governmental cooperation. Agencies, rather than individuals, are bound to serve and cooperate with the Healing to Wellness Court. The process of negotiating such agreements is almost as important as having the signed agreement itself, as this process can serve an educational, input, cross-training, and/or consensus-building function. Healing to Wellness Court participants and their families have a right to know the contents of any agreements governing their participation.

Sample Tribal Wellness Court Wording

CASS COUNTY/LEECH LAKE BAND OF OJIBWE WELLNESS COURT

MEMORANDUM OF UNDERSTANDING

AGREEMENT between the Cass County Attorney's Office, Cass County Sheriff's Department, Regional Native Public Defense Corporation, Minnesota Department of Corrections, Leech Lake Tribal Policy Department, Leech Lake Tribal Court, Leech Lake Addiction and Dependency Program, First Step Walker, Ninth Judicial District Administration and Cass County District Court Judge.

The parties to this Agreement endorse the mission and goals of the Cass County Wellness Court (wellness court) so that participants may eliminate future criminal behavior and improve the quality of their lives. The parties recognize that for the wellness court mission to be successful, cooperation and collaboration must occur within a network of agencies.

The parties to this Agreement support the following mission statement:

The purpose of the Cass County Leech Lake Band of Ojibwe Wellness Court is to reduce the number of repeat substance-dependent and DWI offenders by using a team approach in the court system. Upon acceptance, candidates will be provided the opportunity to participate in individual treatment programs designed to promote accountability and self-sufficiency and to enhance public safety. Compliance will be accomplished by using an established system of court-ordered sanctions/incentives as well as community and family support systems.

The parties agree that there are ten principles under which the respective agencies will work cooperatively. They are:

1. *The wellness court integrates alcohol and other drug treatment services with criminal justice system processing.*
2. *The wellness court uses a non-adversarial approach, prosecution, and defense counsel to promote public safety while protecting participants' due process rights.*

3. *Eligible participants are identified early and referred to the wellness court.*
4. *The wellness court provides access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.*
5. *Frequent alcohol and other drug testing monitors abstinence.*
6. *A coordinated strategy governs the wellness court responses to the participant's compliance.*
7. *There is ongoing judicial interaction with each wellness court participant.*
8. *A monitoring and evaluation plan measures the achievement of program goals and gauges effectiveness.*
9. *Continuing interdisciplinary education promotes effective substance abuse court planning, implementation and operations.*
10. *Forging partnerships among wellness courts, public agencies and community-based organizations, generate local support and enhance the wellness court's effectiveness.*

INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

Wellness court Judge

1. *The judge will assume the primary role to motivate and monitor the participants of the wellness court program.*
2. *The judge will ensure a cooperative atmosphere for attorneys, case managers, probation, law enforcement, and treatment providers to stay focused on the task of providing substance abusers with treatment opportunities.*
3. *The judge will provide the necessary reinforcers when deemed appropriate while maintaining the integrity of the court.*
4. *The judge will participate as an active member of the staffing team and chairs the Steering Committee.*
5. *The judge will provide training to new or replacement judges.*
6. *The judge will act as a mediator to develop resources and improve interagency linkages.*
7. *The judge will act as a spokesperson to educate the community and peers about the wellness court program.*

Wellness court Coordinator

1. *The coordinator will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.*
2. *The coordinator will provide oversight to the wellness court program.*
3. *The coordinator will organize events and meetings, compile supporting materials to disseminate to stakeholders and providers of services to maintain linkages, develop marketing strategies, create a press package and act as a media contact person.*
4. *The coordinator will continuously monitor and evaluate the progress of the wellness court program participants.*
5. *The coordinator will seek funding sources; respond to grant solicitations; implement and monitor grant funds and provide fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the program.*
6. *The coordinator will provide or seek continuing training for the wellness court team.*

7. *The coordinator will provide an annual report setting forth the incidence of recidivism among wellness court graduates.*
8. *The coordinator will provide leadership and direction to ensure compliance with the National Standards set forth by the National Association of Wellness court Professionals.*
9. *The coordinator will create court calendars; prepare reports for staffings and assure timely dissemination of compliance information; perform case flow coordination; expedite processes of notification, service placement, rescheduling, and preparation of warrants; collect fees; and monitor compliance.*
10. *The coordinator will provide training to new or replacement coordinator.*
11. *The coordinator will negotiate and monitor treatment and ancillary service contracts; conduct site visits; review progress reports and assist in audits and certification monitoring; create and monitor standards for urine collection and compliance reporting; ensure gender, age and culturally specific treatment services.*
12. *The coordinator will create and maintain a data collection system to monitor client compliance, identify trends and provide a basis for evaluation.*

Cass County Attorney

1. *The county attorney will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.*
2. *The county attorney will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.*
3. *The county attorney may dismiss charges on drug-related offenses only after the participants have successfully completed the wellness court program.*
4. *The county attorney agrees that a positive drug test or open court admission of drug possession or use alone will not result in the filing of additional charges based on that admission.*
5. *The county attorney makes decisions regarding the participant's continued enrollment in the program based on performance in treatment and in the program rather than on legal aspects of the case, barring additional criminal behavior.*
6. *The county attorney will participate as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.*
7. *The county attorney, during staffings, will advocate for effective sanctions and incentives for program compliance or lack thereof.*
8. *The county attorney will contribute to the team's efforts in community education and local resource acquisition.*
9. *The county attorney will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.*
10. *The county attorney will provide training to new or replacement prosecutor.*

Defense Counsel

1. *The defense counsel will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.*
2. *The defense counsel will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.*

3. *The defense counsel will advise the defendant as to the nature and purpose of the wellness court, the rules governing participation, the consequences of abiding or failing to abide by the rules and how participating or not participating in wellness court will affect his/her interests.*
4. *The defense counsel will explain all of the rights that the defendant will temporarily or permanently relinquish.*
5. *The defense counsel will explain that because criminal prosecution for admitting to alcohol or other drug use in open court will not be invoked, the defendant is encouraged to be truthful with the judge, the case manager and the treatment staff, and inform the participant that he or she will be expected to speak directly to the judge, not through an attorney.*
6. *The defense counsel will participate as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.*
7. *The defense counsel, during staffings, will advocate for effective sanctions and incentives for program compliance or lack thereof.*
8. *The defense counsel will contribute to the team's efforts in community education and local resource acquisition.*
9. *The defense counsel will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.*
10. *The defense counsel will train a new or replacement public defender.*

Treatment Provider

1. *The treatment provider will participate fully as a team member and will work as a partner to ensure their success.*
2. *The treatment provider will ensure that the participant receives the highest level of care available, at a reasonable cost, by all contracted and ancillary service providers.*
3. *The treatment provider will ensure that the participants are evaluated in a timely and competent process and that placement and transportation are effectuated in an expedited manner.*
4. *The treatment provider will provide progress reports to the team prior to staffings so that the team will have sufficient and timely information to implement sanctions and incentive systems.*
5. *The treatment provider will advocate for effective sanctions and incentives during staffings.*
6. *The treatment provider will provide training to the team on assessment basis of substance abuse, the impact of treatment on the offender and the potential for relapse.*
7. *The treatment provider will contribute to the team's efforts in community education and local resource acquisition.*
8. *The treatment provider will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.*

Probation Officer

1. *One probation officer will be assigned to provide field supervision of wellness court participants for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.*

2. *The probation officer will provide coordinated and comprehensive supervision and case management so as to minimize participant manipulation and splitting of program staff.*
3. *The probation officer will monitor accountability of social activities and home environment of the participant.*
4. *The probation officer will develop effective measures for drug testing and supervision compliance reporting that provide the team with sufficient and timely information to implement sanctions and incentive systems.*
5. *The probation officer will participate in bi-weekly case reviews with the judge, treatment provider and wellness court staffing team.*
6. *The probation officer will coordinate the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, job skills training and placement to provide a strong foundation for recovery.*
7. *The probation officer will provide on-site progress reports to the judge.*
8. *The probation officer will provide frequent, observed drug testing on a random basis.*
9. *The probation officer will participate as an active member of the Steering Committee.*
9. *The probation officer will contribute to the team's efforts in community education and local resource acquisition.*
10. *The probation officer will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.*

Cass County Sheriff's Department

1. *An officer from the sheriff's department will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the Steering Committee.*
2. *The sheriff's department will provide information of participant appropriateness from law enforcement sources to the team, and make recommendations to the team.*
3. *The sheriff's department will provide access to in-custody treatment services for those returning to custody as a sanction.*
4. *The sheriff's department will facilitate the swift delivery of bench warrants for participants who have absconded from the program, and release them into treatment on the judge's orders.*
5. *The sheriff's department will provide a monitoring function to the team by going on joint home visits, reporting on a participant's activities in the community, and supervising participation in community service.*
6. *The sheriff's department will provide assistance, information, and support to participants in the community, encouraging them to succeed in the program.*

Police Departments

1. *The police department serves as a liaison between the Steering Committee and the community and provides information to the Steering Committee on community issues related to drug or alcohol abuse.*
2. *The police department provides feedback on potential candidates for the wellness court program.*

3. *The police department will provide a monitoring function to the team by going on joint home visits, reporting on a participant's activities in the community, and supervising participation in community service.*
4. *The police department will provide assistance, information, and support to participants in the community, encouraging them to succeed in the program.*
5. *A representative from the police department will participate as an active member of the Steering Committee.*

Minnesota State Patrol

1. *The state patrol will serve as a liaison between the Steering Committee and the community and provide information to the Steering Committee on community issues related to drug or alcohol abuse.*
2. *The state patrol will provide feedback on potential candidates for the wellness court program.*
3. *The state patrol will provide a monitoring function to the team by reporting on a participant's activities in the community.*
4. *The state patrol will provide assistance, information, and support to participants in the community, encouraging them to succeed in the program.*
5. *A representative from the state patrol will participate as an active member of the Steering Committee.*

Ninth Judicial District Wellness Court Coordinator/Evaluator

1. *The district wellness court coordinator will assist in providing oversight to the wellness court program.*
2. *The district wellness court coordinator will assist the wellness court team with monitoring the progress of the program.*
3. *The district wellness court coordinator will assist in developing a data collection system that will collect relevant information critical to the program's survival, such as immediately detecting noncompliance of a participant or to observe developmental trends.*
4. *The district wellness court coordinator will develop evaluation policies and procedures, and manage the evaluation process of the wellness court.*
5. *The district wellness court coordinator will assist in: seeking funding sources; responding to grant solicitations; implementing and monitoring grant funds; and providing fiscal, narrative, and statistical information as required by a funding source to ensure on-going operation of the program.*
6. *The district wellness court coordinator will assist in providing or seeking on-going training of the wellness court team.*

In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we are pledged to enhance communication between the courts, law enforcement, and treatment programs. Through this linkage of services, we expect greater participation and effectiveness in addressing drug offenders involved in the criminal justice system.

Agreement Modifications

Any individual agency wishing to amend/modify this Agreement will notify the Steering Committee of the issue(s). The Steering Committee will address the issue(s) for purposes of modifying/amending the Agreement. The issue will be decided by consensus (if possible) or by simple majority, if not.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

Dated:

Ninth Judicial District Court Judge

Ninth Judicial District Administrator

Leech Lake Tribal Council

Leech Lake Tribal Court

Regional Native Public Defense Corp.

Ninth Judicial District Public Defender

Cass County Attorney

Cass County Sheriff's Department

Police Department

Minnesota State Patrol

First Step Walker Treatment Center

Leech Lake Addiction and Dependency Program

*Cass County Health, Human
Veterans Services*

Minnesota Department of Corrections and