

**MEMORANDUM OF UNDERSTANDING
BETWEEN
VA NORTH TEXAS HEALTH CARE SYSTEM (VANTHCS)
WACO VA REGIONAL OFFICE (VARO)
296TH JUDICIAL DISTRICT COURT (COLLIN COUNTY)
COLLIN COUNTY CRIMINAL DISTRICT ATTORNEY**

Background: Each year hundreds of veterans are charged with misdemeanor or felony offenses within Collin County, Texas. Many of these veterans have medical, mental health and other problems, including those related to their military service. Veterans charged with misdemeanor or felony offenses often need rehabilitative services not otherwise available to them except through the Department of Veterans Affairs (VA). The 296th Judicial District Court (Collin County) and the Collin County District Attorney have agreed to establish a Veterans' Treatment Court in Collin County to work with the VA to divert select members of the veteran population charged with misdemeanor or felony offenses away from jail and into appropriate rehabilitative programs. The Veterans Treatment Court will operate as a unique sub-set of the existing 296th Judicial District Court (Collin County).

Purpose: The purpose of this Memorandum of Understanding (MOU) between VA North Texas Health Care System ("VANTHCS"), Waco VA Regional Office (VARO) and the 296th Judicial District Court (Collin County) is to establish the Collin County Veterans Treatment Court (Veterans Treatment Court) which will provide interested veterans charged with certain misdemeanor or felony offenses in Collin County an opportunity to achieve improved outcomes in their contact with the criminal justice system through utilization of VA-sponsored rehabilitative programs. (The Collin County District Attorney or his designee will determine what type of criminal offenses will be eligible for the Veterans Treatment Court.)

Authority: The 296th Judicial District Court (Collin County) has the authority to operate the Veterans Treatment Court as a unique Drug Court pursuant to Texas Health and Safety Code, Chapter 617. The VA has the authority to administer programs and provide healthcare to eligible veterans pursuant to Title 38 of the United States Code. This MOU is not intended to confer or create authority not already in existence for the parties.

The Parties to this MOU agree as follows:

1. The Veterans Treatment Court will include representatives of the 296th Judicial District Court (Collin County), particularly those members of the Court Team, the VA, the Collin County District Attorney's Office and a defense attorney who will assist in the planning, development and application of the same.
2. Veterans charged with certain misdemeanor or felony offenses may be eligible to enter the Veterans Treatment Court Program. The Collin County District Attorney's Office will determine what type of criminal offences will be eligible for the Veterans Treatment Court. The Collin County District Attorney or his designee will also be responsible for reviewing the case of any veteran applying for inclusion into the Veteran Treatment

Court to determine if they will be eligible for the program. If the veteran is not approved for inclusion in the Veterans Treatment Court by the Collin County District Attorney's Office, they will be ineligible for admission into the Veterans Treatment Court.

3. The Veterans Treatment Court is a voluntary program that requires veterans charged with certain misdemeanor or felony offenses to agree in writing during a hearing to enter into the Veterans Treatment Court.
4. The 296th Judicial District Court (Collin County) shall be responsible for having the veteran-defendant sign all necessary forms provided by the Court, including those allowing a release of health information from the VA to the 269th Judicial District Court (Collin County) and the Collin County District Attorney's Office, and the veteran-defendant's current charges from the 296th Judicial District Court (Collin County) to the VA. The parties understand and agree that if the consent to release information is revoked by the veteran-defendant at any time, the VA will be unable to provide any information to the 296th Judicial District Court (Collin County) pursuant to federal privacy laws and the veteran will be expelled from the program.
5. The parties will collaborate and cooperate for the purpose of developing and implementing necessary forms to be utilized to fulfill the requirements of the Veterans Treatment Court and to create a viable data collection process for a review of the efficacy of the Veterans Treatment Court at the conclusion of a one-year period.
6. VANTHCS shall provide one Veterans Treatment Court Liaison whose responsibilities shall include:
 - a. Obtaining and scanning into VANTHCS Computerized Patient Record System (CPRS) consents for Releases of Information between the 296th Judicial District Court (Collin County) and VANTHCS for each veteran-defendant and verifying validity of the same prior to any disclosure.
 - b. Appearing at Veteran's Treatment Court docket to respond to court inquiries and assist with scheduling of treatment appointments.
 - c. Providing treatment status reports to 296th Judicial District Court (Collin County) on a regular basis as requested.
 - d. Assisting in treatment planning and placement for veteran-defendants.
 - e. Providing assistance to veteran-defendants with VA enrollment and eligibility determinations.
7. Waco VARO shall provide one Veterans Treatment Court Liaison whose responsibilities shall include:
 - a. Obtaining and filing in the veteran-defendant's claims' record, consents for Releases of Information between the 296th Judicial District Court (Collin County) and the VARO for each veteran-defendant and verifying validity of the same prior to any disclosure;
 - b. Appearing at Veteran's Treatment Court docket to respond to court inquiries and advise on available VA programs and benefits;

- c. Providing assistance to veteran-defendants with VA Benefits and eligibility determinations.
8. VANTHCS agrees to adopt the treatment recommendation proposed by the 296th Judicial District Court (Collin County) independent evaluator on a regular basis as long as the treatment recommendation is consistent with the VA's standard of care. If the VANTHCS is unwilling to adopt the treatment recommendation proposed by the 296th Judicial District Court (Collin County) independent evaluator, the parties shall attempt to reach an agreement as to the proposed level of treatment to be provided by VANTHCS; however, in the absence of such an agreement, the 296th Judicial District Court (Collin County) shall seek alternative treatment options existing within the community.
9. To preclude the appearance of or an actual conflict of interest, the 296th Judicial District Court (Collin County) understands and agrees that VANTHCS is not required to accept recommendations by a 296th Judicial District Court (Collin County) independent evaluator that would result in a referral to the 296th Judicial District Court (Collin County) independent evaluator's own agency/employer.
10. The parties understand and agree that VANTHCS may provide an assessment of a veteran-defendant if the 296th Judicial District Court (Collin County) independent evaluator is unable to do so; however, under no circumstances is a VANTHCS evaluator able to perform an assessment on a veteran-defendant while in custody. VA will not furnish hospital and outpatient care to a veteran-defendant who is an inmate in an institution of another government agency if that agency has a duty to give the care and services. 38 U.S.C. § 1710(h); 38 C.F.R. §17.38(c)(5).
11. The 296th Judicial District Court (Collin County) agrees that the referral for treatment shall be general as to the level of treatment and it is within the discretion of VANTHCS to develop a specific treatment plan for each veteran-defendant. VANTHCS shall provide treatment to the degree and duration needed in accordance with the standard of care.
12. The parties understand and agree that VANTHCS may only provide treatment through programs and services VANTHCS has available and for which a veteran is eligible and entitled to receive under federal law, and that VANTHCS 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 Veterans Treatment Court may not receive priority over veterans who are not participating in the Veterans Treatment Court.
13. The 296th Judicial District Court (Collin County) agrees to locate alternative treatment options existing within the community if:
 - a. The veteran-defendant is not eligible for VA care,
 - b. VANTHCS is unable to provide treatment within the time frame mandated by the Veterans Treatment Court.

- c. VANTHCS is unable to provide treatment at the level mandated by the Veterans Treatment Court.
 - d. VANTHCS is unable to provide treatment for any other valid reason.
14. VANTHCS' authority to pay for care for a veteran-defendant at non-VA facilities is limited to those specific situations set forth in 38 U.S.C. §1703.
 15. In order to assist in treatment planning, the 296th Judicial District Court (Collin County) agrees to provide the VANTHCS with the veteran-defendant's criminal history and current charges at the time of referral to the VANTHCS.
 16. The Veterans Treatment Court Mentor Program will be the responsibility of the 296th Judicial District Court (Collin County).
 17. The parties shall not make any statements, representations or commitments of any kind to bind another party except as expressly provided herein or otherwise agreed to by the parties in writing.

Confidentiality of Veteran Records: The 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) and federal laws, 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 in accordance with all applicable federal, state and local laws, rules and regulations governing the confidentiality and privacy of individually-identifiable health information, including, but without limitation, the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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 of the parties is an independent contractor relationship and not agents, representatives, or employees 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.

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, agents and representatives. VA employees performing under this MOU are covered by the Federal Tort Claims Act and do not carry separate insurance.

Modifications: This agreement may require future modifications. Any party may propose changes to this MOU during its term. All modifications shall be in writing and except for cancellation, have the written consent of all parties. Changes shall be in the form of an amendment and shall become effective upon signature by all parties. Only those individuals signing below or their successors in office may approve binding modifications to this agreement.

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

Director, VA North Texas Health Care System (VANTHCS)
4500 South Lancaster Rd. Dallas, TX. 75216

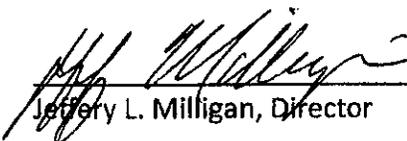
Director, Waco VA Regional Office (VARO)
701 Clay Ave. Waco, TX. 76799

Honorable Judge John R. Roach, Jr.
296th Judicial District Court (Collin County)
2100 Bloomdale Road, McKinney, TX. 75071

District Attorney Greg Willis
Collin County Courthouse
2100 Bloomdale Road, Suite 100
McKinney, Texas 75071

Term of Agreement: The term of this MOU is one (1) year commencing on DATE. Thereafter, for all parties who do not opt out by written notification to all parties, it will automatically renew for consecutive one (1) year terms commencing on DATE, of each year until amended. Any party may terminate its participation in this MOU at any time by providing written notice to all other parties not less than thirty (30) 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 criminal case.

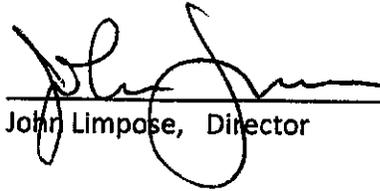
ACCEPTED for VA North Texas Health Care System:



Jeffery L. Milligan, Director

10/9/12
Date

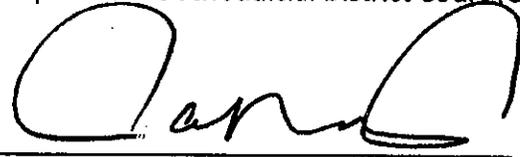
ACCEPTED FOR Waco VA Regional Office:



John Limpose, Director

10/12/12
Date

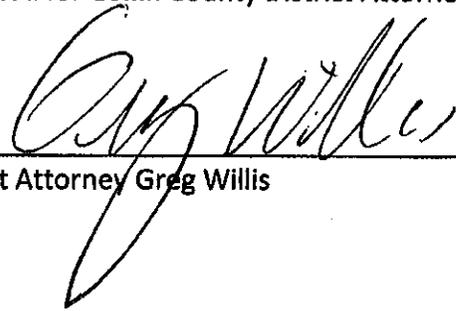
Accepted for 296th Judicial District Court (Collin County)



Honorable Judge John R. Roach, Jr.

10/16/12
Date

Accepted for Collin County District Attorney



District Attorney Greg Willis

10-16-12
Date