

**BOARD OF SUPERVISORS  
COUNTY OF MADISON  
PROPOSED SUPPLEMENTAL APPROPRIATION**

DATE: 2/14/23

**Type of Supplement**

Interdepartmental transfer (same fund)	
Interfund transfer	
Revenue/expense offset	
Use of contingency	
Other use of fund balance not in original budget	X

FY2023

**PURPOSE:**

Drug Court Annual Grant Match per MOU w/OAR Jefferson Area Community Corrections  
(Grant fiduciary is Orange County)

GL Account Reference	Account Type	Fund Name	Department	Object Code/Source	Debit	Credit
1110-2127-03-33403-710010-0000-0000000-0000-0000-	Exp	General	Public Safety	Drug Court Grant Match	20,000.00	
1110-0000-00-00000-499999-0000-0000000-00000-0000-	Rev	General	Accumulated Fund Balance	Use of Fund Balance		20,000.00

20,000.00      20,000.00

**Amount for Board to vote on**

20,000.00

Note: A debit charged to a budgeted expense line increases the appropriated expense; a credit charged to a budgeted expense line item decreases the appropriated expense. A credit charged to a budgeted revenue line item increases the anticipated revenue available.

Upon approval by the Board of Supervisors, the County Administrator shall forward a signed copy of the proposed supplement appropriation to the County Finance Director.

*2/15/23*

Jonathon R. Weakley, County Administrator \_\_\_\_\_ Date

FY2023 Proposed Supplemental Appropriation #12\_02142023

## ADDENDUM #1

**THIS Addendum to the Memorandum of Agreement (the "Agreement")** regarding the administration of the Orange/Madison Drug Treatment Court between Orange County, Virginia and Offender Aid and Restoration of Charlottesville-Albemarle, Inc. a Virginia nonstock organization ("OAR"), outlines the participation and obligation of Orange and Madison Counties in providing funding for the Drug Court Coordinator position.

1. Term. The term of this Agreement shall be for 48 months, commencing on October 1, 2021 (hereinafter "Commencement Date") and continuing through for four (4) years until September 30, 2025. Notwithstanding the foregoing, the Commencement Date shall be delayed if the Grant Funds are not approved prior to the Commencement Date in accordance with the terms of paragraph 1 of the Agreement.

2. Appropriations. Orange and Madison Counties' obligations hereunder, are expressly made contingent upon the availability of the Grant Funds and appropriation of public funds to support performance of the Agreement.

3. Obligation of the Counties: Orange and Madison County shall provide annual funding for the Drug Court Coordinator position in the following amounts:

- a. Orange County, Virginia      \$40,000
- b. Madison County, Virginia      \$20,000

4. Entire Agreement: This document sets forth the complete understanding of the parties hereto.

IN WITNESS THEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing addendum to the Agreement.

 6/24/2021

\_\_\_\_\_  
Administrator, Orange County

 6/24/2021

\_\_\_\_\_  
Administrator, Madison County

 6-25-21

\_\_\_\_\_  
Executive Director, Offender Aid and Restoration

## **MEMORANDUM OF AGREEMENT**

**Regarding the Administration of the Orange/Madison Drug Treatment Court  
Pursuant to U.S. Department of Justice, Office of Justice Programs, Bureau of  
Justice Assistance**

**Grant Number: \_\_\_\_\_**

**THIS Memorandum of Agreement (the "Agreement") is entered into this  
day of April, 2021, between Orange County, Virginia (hereinafter "County"  
or the "Fiscal Agent"); and Offender Aid and Restoration of Charlottesville-  
Albemarle, Inc., a Virginia nonstock corporation (hereinafter "OAR") to agree to  
submit an application (the "Application") to the U.S. Department of Justice  
requesting up to \$500,000.00 in grant funding (the "Grant Funds") over 48 months  
through the Office of Justice Programs, Bureau of Justice Assistance, Adult Drug  
Court and Veterans Treatment Court Discretionary Grant Program FY 2021  
Competitive Grant Solicitation, CFDA # 16.585, Grants.gov Solicitation Number  
BJA-2021-46003 (the "Grant") to provide funding and services for the operation  
and administration of the Orange-Madison Drug Treatment Court (hereinafter  
"DTC") under Category 3: Adult Drug Courts Competition ID: BJA-2021-00019-  
PROD (hereinafter "Drug Court").**

### **Recitals**

**WHEREAS** the parties wish to facilitate funding and staffing of the DTC,  
which is to be administered by OAR; and

**WHEREAS** the Application for Drug Court implementation funding is being made to the Bureau of Justice Assistance (hereinafter "BJA") under the Grant; and

**WHEREAS** the County wishes for OAR to assist with the Application process and OAR as administrators of the Drug Court desire for the County to serve as their fiscal agent with respect to the Grant (if awarded) and to provide certain other assistance to facilitate the staffing and continued funding of the DTC;

**NOW, THEREFORE** in consideration of the mutual premises set forth within this Memorandum of Agreement, the undersigned parties do hereby set forth their agreement as follows, and incorporate into their Agreement by reference the foregoing recitals:

1. Term. The term of this Agreement shall be for 48 months, commencing on October 1, 2021 (hereinafter "Commencement Date") and continuing through for four (4) years until September 30, 2025. Notwithstanding the foregoing, the Commencement Date shall be delayed if the Grant Funds are not approved prior to the Commencement Date. In such case the Commencement Date shall be the date the Grant funds are approved and the County has accepted the Notice of Grant Award and any Special Conditions and all conditions and requirements of the same and shall continue for four (4) years. The County's obligations under this Agreement are specifically contingent on (i) approval of the Application and (ii)

receipt of the Grant Funds and (iii) acceptance by the County of the BJA Notice of Grant Award and any special conditions.

2. Appropriations. This Agreement, and each party's obligations hereunder, is expressly made contingent upon the availability of the Grant Funds and appropriation of public funds to support performance of the Agreement.

3. Funding Provided by BJA: The parties acknowledge and understand that federal funding for the DTC through the BJA grant shall be received by the County and administered by the parties as follows:

- a. **To OAR:** Upon the award, the funds will be available and payable to the County as fiscal agent for the DTC through the County's payment management system. Monthly invoices are due to the County by the 10<sup>th</sup> day of each month or the Monday following the 10<sup>th</sup> day should the 10<sup>th</sup> fall on a weekend. Invoice payments will be paid in the first practicable weekly check run following the invoice submission.
- b. **To Drug Court Services:** The DTC shall be implemented as approved by the Supreme Court of Virginia and the DOJ with all the terms and conditions set forth in the grant awards. This Agreement may remain in effect beyond the specified term as set forth in Paragraph 1 of the Agreement provided the Agreement is not otherwise terminated as set forth in Paragraph 7.

4. Obligation of the DTC: The parties agree to cooperate fully to ensure that the conditions of the BJA grant award are complied with in the administration of the DTC. The parties to this Agreement shall be mutually responsible for the timely preparation and completion of all reports required by the grant conditions, and the appropriate party shall provide the necessary statistical, budgetary, financial,

outcomes data, and/or other information necessary to complete the required report(s).

5. Obligation of the County: The County shall provide the following:
- a. **Fiscal Agent Services**: to receive, disburse, and account for funds received from BJA for the operation and administration of the Drug Court in accordance with this Agreement;
  - b. **Documentation** and follow-up regarding funds received from BJA as required by BJA and the administrator(s) of the DTC;
  - c. **Cooperation** with DTC staff and administrators in the preparation of required fiscal reports on expenditures and drawing down the funds from the County's payment system.

It is understood that there is no request for funding from Orange County other than the request to partially fund the Drug Court Coordinator position, nor is there any compensation for the County services requested.

6. Notice and Other Communications: Any notice, report, request, correspondence, or other communication required or provided in connection with this Agreement shall be in writing and shall be deemed given when received by the addressee. The parties agree that electronic mail may be used, and electronic copies of correspondence may be attached to the electronic mails to facilitate timely and auditable communication. Notices to the County shall be addressed to Theodore L. Voorhees, County Administrator, County of Orange, P.O. Box 111, Orange, Virginia 22960, [tvoorhees@orangecountyva.gov](mailto:tvoorhees@orangecountyva.gov). All correspondence or other communications shall be copied to Sara Keeler, Finance Manager, County of

Orange, Virginia, P.O. Box 111, Orange, Virginia 22960,


skccfer@orangecountyva.gov.

7. Termination of the Agreement: Either party may terminate this Agreement at any time given good cause including but not limited to its convenience, lack of available funding, and/or lack of appropriate funding. The parties agree that termination will be effected by giving thirty (30) days advance notice in writing to the other party.

8. Entire Agreement: This document sets forth the complete understanding of the parties hereto.

IN WITNESS THEREOF, the parties do hereby set forth their signatures, representing that the individuals who affix their signatures hereto have been duly authorized to bind each party to the terms and conditions of the foregoing Agreement.

County of Orange, Virginia:

By:   
Theodore Voorhees  
County Administrator

Date: 4/13/2021

Offender Aid and Restoration

By:   
Ross Carew  
Executive Director

Date: 4/13/21



## MEMORANDUM OF UNDERSTANDING

**AGREEMENT** between Orange County Circuit Court, Madison County Circuit Court, OAR/Jefferson Area Community Corrections, Orange County Commonwealth's Attorney, Madison County Commonwealth's Attorney, Defense Attorney David Randle, Rappahannock Rapidan Community Services, and Orange County Sheriff's Department.

The parties to this Agreement endorse the mission and goals of the treatment court in order to enhance public safety, ensure participant accountability, and reduce the cost to society. By addressing criminal thinking, substance/alcohol use disorders, trauma, and mental and physical health, the participants will realize improved quality of life. The parties recognize that for the goals and mission of the treatment court to be successful, cooperation and collaboration must occur within a networks of systems.

The parties to this Agreement understand that the confidentiality of participants' alcohol and drug treatment records are protected under Federal regulations: Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2 and the HIPPA Privacy Rule, 45 CFR 160, 162, and 164. The parties agree to comply with all confidentiality requirements.

### PROGRAM GOALS

Improve the lives of participants with substance use disorders in the criminal justice system through the integration of intensive supervision, alcohol and drug treatment, mental health services, alcohol and drug testing, and case management services with criminal justice system processing.

The parties agree that the program will follow the *10 Key Components of Drug Courts* in which the respective agencies will work cooperatively. They are:

1. Drug courts integrate alcohol and other drug treatment services with justice system case processing.
2. Using a non-adversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.
3. Eligible participants are identified early and promptly placed in the drug court program.
4. Drug courts provide access to a continuum of alcohol, drug and other related treatment and rehabilitations services.
5. Abstinence is monitored by frequent alcohol and other drug testing.
6. A coordinated strategy governs drug court responses to participant compliance.
7. Ongoing judicial interaction with each drug court participant is essential.
8. Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.
9. Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.
10. Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court effectiveness.

### INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

#### **Treatment Court Judge**

1. The Judge will ensure a cooperative atmosphere for attorneys, Case Managers, law enforcement, and treatment providers to stay focused on the task of providing participants with treatment and rehabilitation opportunities.
2. The Judge will ensure the integrity of the treatment court is maintained by having an understanding of the program's policies and procedures.
3. The Judge will participate as an active member of the Staffing Team and will chair the treatment court team.
4. The Judge will assist in motivating and monitoring the participants of the treatment court.
5. The Judge will gather information from the treatment court team and make all final decisions on incentives, sanctions that effect the participants.

6. The Judge will act as a mediator to develop resources and improve interagency linkages.
7. The Judge will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. The Judge encourages participants to succeed, treats participants fairly and with respect and is not intimidating.
9. The Judge emphasizes treatment throughout the participant's time in the treatment court.

Ethical Considerations

- The Judge must show impartiality
- The Judge must be aware of *ex parte* communication
- The Judge must demonstrate judicial authority
- The Judge must not give up their final decision-making authority
- The Judge must recognize constitutional rights and follow appropriate legal processes

**OAR: Treatment Court Coordinator and Treatment Court Case Manager**

OAR will provide both Coordination and Case Management for the program as follows:

**Treatment Court Coordinator**

1. The Coordinator will assist in providing general oversight to the treatment court to include meeting attendance, grant reporting, and administration of the budget (to include management of contracts), program support, funding solicitation and community outreach. The responsibilities exist for the term of this Agreement, as funding permits.
2. The Coordinator will facilitate communication between team members and partner agencies.
3. The Coordinator will assist with organizing court, events and meetings and compiling supporting materials to disseminate to stakeholders and providers of services to maintain linkages.
4. The Coordinator will ensure the treatment court policies and procedures are updated annually and followed during program operations.
5. The Coordinator will ensure all team members follow confidentiality regulations and all appropriate forms are signed and circulated to the appropriate agencies.
6. The Coordinator will provide oversight of the statistical database and evaluation process of the treatment court.
7. The Coordinator will assist in providing or seeking continuing training for the treatment court team and will ensure all new team members receive a treatment court orientation before participating in their first staffing.

Ethical Considerations

- The Coordinator must be knowledgeable of each team members ethical boundaries and how they are incorporated into the treatment court

**Treatment Court Case Manager/OAR**

1. The Case Manager will be assigned to provide comprehensive case management and field supervision of treatment court participants for the term of this Agreement and to participate as an active member of the Staffing Team and Advisory Committee/Planning Team.
2. The Case Manager will use a validated criminogenic risk/needs assessment tool to be conducted during the referral process to ensure the treatment court is serving the appropriate target population.
3. The Case Manager will provide coordinated and comprehensive supervision and case management to include telephone contact, office/home/employment visits, as well as random field visits to participants' homes.
4. The Case Manager will develop effective measures for alcohol and drug testing and supervision compliance reporting that provide the treatment court staffing team with sufficient and timely information to implement sanctions, incentives, and therapeutic interventions.
5. The Case Manager will monitor/assist the participant compliance and progress to the adherence of the Judgement and Sentence order and program requirements.

6. The Case Manager will participate in pre-court staffings and will provide updates on all active participants and advocate for effective incentives, sanctions, and therapeutic interventions during staffing.
7. The Case Manager will coordinate the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, and job skills training and placement to provide a strong foundation for participants.
8. The Case Manager will utilize and deliver cognitive-behavioral interventions to address criminal thinking and increase a readiness for change.
9. The Case Manager will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
10. The Case Manager will develop a written case plan and update based on ongoing risk and need assessment.

*Ethical Considerations*

- The Case Manager must make decisions to protect public safety
- The Case Manager must inform the court of non-compliance with judicial orders in a timely manner

**Treatment Court Commonwealth's Attorney**

1. The Commonwealth's Attorney will participate in the operation of the treatment court for the term of this Agreement and will participate as an active member of the Staffing Team and the Advisory Committee/Planning Team.
2. The Commonwealth's Attorney will assist in identifying defendants arrested for specific offenses that meet program eligibility requirements.
3. The Commonwealth's Attorney may help resolve other pending legal cases that affect participants' legal status or eligibility.
4. The Commonwealth's Attorney will participate as a Team member during pre-court staffings and advocate for effective incentives and sanctions for program compliance or lack thereof.
5. The Commonwealth's Attorney will participate as a Team member, operating in a non-adversarial manner during court, to promote a sense of a unified Team presence.
6. The Commonwealth's Attorney will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
7. The Commonwealth's Attorney agrees that a positive drug test or open court admission of drug possession or use will not result in filing of additional charges.
8. The Commonwealth's Attorney makes decisions regarding the participant's continued enrollment in the program based on performance in treatment rather than on legal aspects of the case, barring additional criminal behavior.

*Ethical Considerations*

- The Commonwealth's Attorney must make decisions to protect public safety
- The Commonwealth's Attorney must advocate for the victims' interest

**Treatment Court Defense Attorney**

1. The Defense Attorney will be assigned to the treatment court for the term of this Agreement and will participate as an active member of the Staffing Team and the Advisory Committee/Planning Team.
2. The Defense Attorney will advise the defendant as to the nature and purpose of the treatment court, the rules governing participation, the consequences of abiding or failing to abide by the rules, and how participating or not participating in treatment court will affect his/her interests.
3. The Defense Attorney will participate as a Team member, operating in a non-adversarial manner during court, to promote a sense of a unified Team presence.
4. The Defense Attorney will review the participant's progress in the program and advocate appropriately for effective incentives and sanctions for program compliance or lack thereof.
5. The Defense Attorney will ensure the constitutional rights of the participant are protected.
6. The Defense Attorney will advocate for the participant's stated interests.

7. The Defense Attorney will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. The Defense Attorney explains all the rights that the participant will temporarily or permanently relinquish.
9. The Defense Attorney explains that because criminal prosecution for admitting to substance or alcohol use in open court will not be invoked, the participant is encouraged to be truthful with the team.

#### Ethical Considerations

- The Defense Attorney must demonstrate integrity to the client
- The Defense Attorney must protect attorney/client privilege
- The Defense Attorney must insure the client's due process rights are protected

### **Treatment Court Treatment Provider**

1. The Treatment Provider will participate fully as a Team member, for the term of this Agreement and will work as a partner to ensure the success of treatment court participants.
2. The Treatment Provider will operate in conjunction with the treatment court team for the assessment and placement of participants in the appropriate level of care to meet their treatment needs.
3. The Treatment Provider will utilize a validated clinical screening and assessment tool to ensure appropriate placement of participants.
4. The Treatment Provider will provide progress reports to the Team prior to staffing, so the Team will have sufficient and timely information.
5. The Treatment Provider will advocate for effective incentives, sanctions, and therapeutic adjustments during staffing.
6. The Treatment Provider will provide information to the Team on assessment, basis of alcohol/substance use, the impact of treatment on the participant, and the potential for relapse.
7. The Treatment Provider will ensure all confidentiality forms are signed with the client and the team.
8. The Treatment Provider will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
9. The Treatment Provider manages the delivery of treatment services and administers behavioral or cognitive-behavioral treatments that are documented in manuals and have been demonstrated to improve outcomes.
10. The Treatment Provider provides clinical case management, provides relapse prevention and continuing care and develops a continuing care plan with participants.

#### Ethical Considerations

- The Treatment Provider must keep its integrity to the client
- The Treatment Provider must have a valid release of information executed before sharing patient information
- The Treatment Provider only needs to share information that is pertinent to court requirements (i.e.; attendance, testing results, where client is in treatment, changes in client treatment)

### **Treatment Court Law Enforcement**

1. Law Enforcement will assist the treatment court team in monitoring of participants and will designate specific officers to perform the service for the term of this Agreement and will assign a representative to participate as an active member of the Planning Team and the Advisory Committee.
2. Law Enforcement will identify appropriate representatives to participate in the weekly treatment court staffing meetings to provide appropriate information and insight from the law enforcement community's perspective regarding treatment court participants.
3. Law Enforcement will help to identify potential and eligible treatment court participants.
4. Law Enforcement will advocate for effective incentives and sanctions during staffing.

5. Law Enforcement serves as a liaison between the treatment court team and the community and provides information to the treatment court team on community issues related to alcohol and drug use.
6. Law Enforcement will provide information and support to participants in the community, encouraging them to succeed in the treatment court.
7. Law Enforcement will contribute to the education of peers, colleagues, and the judiciary in the efficacy of treatment court.
8. Law Enforcement may assist with home visits.

Ethical Considerations

- Law Enforcement must protect public safety
- Law Enforcement is sworn to uphold the law and serve their community

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

All parties agree to be represented in the treatment court team. The treatment court team will be responsible for modifying and amending this Agreement. The treatment court team will address problems and issues as identified and develop policy and program modifications.

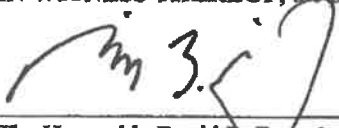
AGREEMENT MODIFICATIONS

Any individual agency wishing to amend and/or modify this Agreement will notify the coordinator of this issue(s). The coordinator will present the issue(s) to the Advisory Committee Team for the purpose of modifying and/or amending the Agreement. The issues will be decided by consensus (if possible) or by simple majority, if not.

TERMINATION OF AGREEMENT

Individual agencies contemplating termination of their participation in this Agreement shall first notify the coordinator of their concerns. The coordinator shall attempt to resolve the program to ensure continuation of the treatment court. If the coordinator is unable to resolve the concern, the issue(s) will be presented to the Advisory Committee Team to reach a resolution. If unable to resolve the problem, the individual agency or department can exercise its right to terminate this Agreement by notifying all other agencies in writing a minimum of sixty (60) days prior to such termination.


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

  
 \_\_\_\_\_  
 The Honorable David B. Franzén  
 Orange County Circuit Court Judge

3/30/21  
 Date

  
 \_\_\_\_\_  
 Susan Morrow  
 OAR/Treatment Court Coordinator/Case Manager

4-7-21  
 Date

  
 \_\_\_\_\_  
 Diana O'Connell  
 Orange County Commonwealth's Attorney

3/29/2021  
 Date

\_\_\_\_\_  
Clarissa Berry  
Madison County Commonwealth's Attorney


\_\_\_\_\_  
Date

  
\_\_\_\_\_  
David Randle  
Defense Attorney

\_\_\_\_\_  
4/7/21  
Date

\_\_\_\_\_  
Jim LaGrafte  
Rappahannock Rapidan Community Services Board

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Lt. Kiline Madison  
Orange Police Department

\_\_\_\_\_  
3/30/21  
Date

**Clarissa Berry**  
Madison County Commonwealth's Attorney

Date

**David Randle**  
Defense Attorney

Date



**Jim McGrath**  
Rappahannock Rapid Response Community Services Board

3/30/21

Date



**Lt. Kiline Madison**  
Orange Police Department

3/30/21

Date

  
Clarissa Berry  
Madison County Commonwealth's Attorney

4/1/21  
Date

David Randle  
Defense Attorney

\_\_\_\_\_  
Date

Jim LaGraffe  
Rappahannock Rapidan Community Services Board

Date

  
Lt. Kiline Madison  
Orange Police Department

3/30/21  
Date