

DISCHARGE FROM DISTANT COURT PROGRAM

MEMORANDUM OF UNDERSTANDING

Between

MINISTRY OF COMMUNITY SAFETY AND
CORRECTIONAL SERVICES (“MCSCS”),

[Name of “Holding Institution”]

And

[Name of Police Service]

And

[Name of Mental Health Court Worker Community Agency]

[Local Office Name or Alternative Court Liaison if no worker is present at “Distant Courthouse” for this]

The parties listed above are hereinafter called "the Partners".

The Partners hereby agree that this Memorandum of Understanding (MOU) reflects their common intentions regarding the Discharge from Distant Court Program.

1. BACKGROUND

The Partners aim to better support vulnerable individuals with mental health concerns or developmental disabilities who come into contact with the justice system. There is a gap in services for these individuals when they are discharged at courthouses distant from the correctional institution in which they were held. These individuals may be unable to retrieve important personal property from the correctional institution upon discharge.

The Partners recognize that the inability to retrieve certain personal property, such as identification, medication, and cash, contributes to the vulnerability of individuals with mental health concerns or developmental disabilities when they are released into the community. The Partners are committed to implementing a process that keeps these individuals out of crisis and the criminal justice system upon discharge from a distant courthouse.

2. DEFINED TERMS

Distant Courthouse means a courthouse from which the Program Participant cannot return to the Holding Institution to retrieve the Program Participant's personal property immediately upon discharge. For greater certainty, the Partners agree that the following courthouses, in respect to the Holding Institution subject to this MOU are not Distant Courthouses:

- [list of local courthouses – the absence of a courthouse name in this Defined Term means that it will be a Distant Courthouse for the Holding Institution for this MOU]

Essential Personal Property means all of the following property belonging to the Program Participant that the Holding Institution has in its possession:

- The Program Participant's wallet, cash, personal identification, and other wallet contents;
- The Program Participant's keys, cell phone, and cell phone charger;
- Prescriptions for any medications the Program Participant requires;
- Minimum of three (3) days' worth of medication (non-opiate) the Program Participant has been taking at the Holding Institution and will continue to require upon discharge;
- A naloxone kit or information regarding locations to access naloxone kits, if applicable;
- Cell phone and charger
- Business cards or contact information that may assist the Program Participant upon discharge, such as for local community support workers or the Holding Institution's admissions and discharge facility; and
- Any other property that, if not available immediately upon discharge, could put the Program Participant at risk of re-offending or experiencing danger or crisis;

Holding Institution means the correctional institution in which the Program Participant is being held in custody, prior to travelling to the courthouse from which the Program Participant may be discharged;

Vulnerable Inmate with Mental Health Concerns or Developmental Disability includes those with a diagnosis or symptoms of chronic or acute mental illness/disorder, concurrent disorder, addiction, dual diagnosis, or developmental disability (i.e., intellectual, cognitive disability, including fetal alcohol spectrum disorder [FASD], brain injury [BI]) that may impact vulnerability upon discharge;

Program Participant means an individual who meets the eligibility criteria set out in Section 4: Program Eligibility and consents to participating in the Discharge from Distant Court Program;

Red Envelope means the red zippered bag provided by MCSCS, which includes, in its front pocket:

- the Program Participant's Offender Tracking Information System (OTIS) number and Unit Notification Card;
- a copy of the completed DDCP Red Envelope Request Form; and
- a copy of the completed Red Envelope Property Transfer Form;

3. PROGRAM OBJECTIVES

The Discharge from Distant Court Program ("the Program") aims to provide better discharge support and decrease recidivism among individuals with Mental Health Concerns or Developmental Disabilities when they are discharged from a Distant Courthouse. The Program seeks to achieve this objective by providing these individuals with access to Essential Personal Property enclosed in a Red Envelope upon discharge.

4. PROGRAM ELIGIBILITY

Individuals who meet the following criteria are eligible to be Program Participants:

- Currently in custody;
- Eighteen (18) years or older;
- May be discharged from a Distant Courthouse;
- Will be unable to return to the Holding Institution immediately upon discharge; and
- May be vulnerable upon discharge due to one or more Mental Health Concerns and/or Developmental Disability.

Program Participants will either be identified by staff at the Holding Institution, or by Crown counsel, defence counsel, mental health workers, court support workers, or other external parties, subject to the approval of the Superintendent or delegate of Holding Institution.

5. ROLES AND RESPONSIBILITIES

The Holding Institution is expected to:

- Ensure each Program Participant's Essential Personal Property, and only that property, is placed in a numbered, sealed Red Envelope;
- Provide the [Police Service – complete name] with each numbered, sealed Red Envelope required, as well as a copy of the Personal Property Declaration Form, clearly stating the seal number affixed to the Red Envelope and signed by the Program Participant;
- Accept the Red Envelope of any Program Participant who is not discharged, upon the Program Participant's return to the Holding Institution; and
- Refer Program Participants to [CMHA or other Agency responsible for the mental health court worker where applicable – complete name] at a Distant Courthouse as needed, provided that the Program Participants consent to the referral.

The [Police Service- complete name] is expected to:

- Accept only numbered, sealed Red Envelopes from the Holding Institution for each Program Participant, which must be accompanied by a Personal Property Declaration Form;
- Deliver the Red Envelopes and corresponding Personal Property Declaration Forms to the mental health court support worker(s) at the Distant Courthouse or their designate(s) at the [mental health court worker Office Location(s) - complete] offices; and
- Ensure that all Red Envelopes are returned to the Holding Institution at the end of each court day, either empty if the Program Participant has been discharged, or sealed if the Program Participant remains in custody, with the completed Personal Property Declaration Form.

[Mental Health Court Worker Local Office - complete] is expected to:

- Contact the Superintendent or delegate at the Holding Institution with the name of each Program Participant a minimum of one (1) business day prior to the court appearance at which the Program Participant may be discharged;
- Accept only numbered, sealed Red Envelopes from [Police Service – complete name] for each Program Participant, which must be accompanied by a Personal Property Declaration Form;
- Ensure Mental Health Court Worker documentation indicates the seal number affixed to the Red Envelope and corresponding Personal Property Declaration for each Program Participant;
- Provide the contents of the Red Envelope to the Program Participant upon discharge, or provide the sealed Red Envelope back to [Police Service – complete name] if the Program Participant is not discharged, with the completed Personal Property Declaration Form; and
- Provide each Program Participant with additional support as needed.

6. REPORTING PROTOCOL

The Partners are committed to providing one another with ongoing feedback and assistance to achieve the Program's objectives.

The following individuals will be designated as contact persons for and will respond to any daily operational issues as they arise in the implementation of the Program:

- [Holding Institution Contact Person]
- [Police Service Contact Person]
- [Mental Health Court Worker Contact Person]

[Note: specify Courthouse Location if there are different Contact Persons for different locations if combining in one MOU]

A complete list of contact information for the contact persons is included in Appendix A and will be updated as needed by the Partners.

The contact persons listed above will meet as needed to share information, identify gaps in service, and jointly respond to any issues identified by any of the Partners.

7. CONFLICT RESOLUTION

If an issue cannot be resolved by the contact persons listed in Section 7: Reporting Protocol within thirty (30) business days or another agreed-upon time frame, the issue will be resolved by the service providers and the Superintendent of Holding Institution.

8. PRIVACY AND CONFIDENTIALITY

The Partners acknowledge and will act in accordance with their legal obligations under the following statutes, where applicable:

- *Freedom of Information and Protection of Privacy Act*, RSO 1990, c F.31;
- *Ministry of Correctional Services Act*, RSO 1990, c M.22.
- *Municipal Freedom of Information and Protection of Privacy Act*, RSO 1990, c M.56;
- *Personal Health Information Protection Act*, 2004, SO 2004, c 3, Sch A;
- *Police Services Act*, RSO 1990, c P.15; and

In addition to meeting all applicable legal obligations, the Partners will only use information shared pursuant to this MOU to fulfill their roles and responsibilities under this MOU and for no other purpose. The Partners will not disclose any information created, collected, used, or disclosed pursuant to this MOU without prior written consent of each of the other Partners.

9. NO INDEMNIFICATION

The Partners acknowledge that no Partner is required to indemnify or hold harmless any other Partner, from or against any losses or proceedings, by whomever made, sustained, incurred, brought or prosecuted, arising out of, or in connection with anything done or omitted to be done by any Partner in the course of implementing the Program pursuant to this MOU, or otherwise in connection with this MOU, while the MOU is in effect or after it has been terminated.

10. TERMINATION OF PARTICIPATION

The Partners will only terminate their participation in the Program upon providing at least ninety (90) days' written notice to every other Partner. The written notice will include the reason for termination and be signed on behalf of the Partner providing that notice.

11. EFFECTIVE DATE

This Memorandum of Understanding (MOU) will become effective [on [insert state date] OR when all Partners have signed it] and remain in effect until [[insert end date] OR all of the Partners agree, in writing, to revoke or amend this MOU]. The date of this MOU will be the date this MOU is signed by the last Partner to sign it.

On behalf of [Holding Institution]:

[Signing Authority Name]
[Title]
[Phone]
[Email]

Date

On behalf of [Police Service]:

[Signing Authority Name]
[Title]
[Phone]
[Email]

Date

On behalf of [CMHA Local Office or Other Service Provider]:

[Signing Authority Name]
[Title]
[Phone]
[Email]

Date

APPENDIX A

CONTACT LIST

[Correctional Institution Contact Person]

Title

Phone Number

Email

[Police Service Contact Person]

Title

Phone Number

Email

[CMHA or Other Service Provider Contact Person]

Title

Phone Number

Email

[Optional: Additional Contact Persons]

Name

Title

Phone Number

Email

DRAFT