

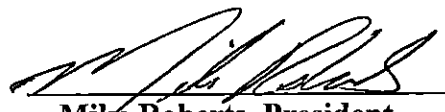

**ORDER: APPROVE THE MEMORANDUM OF UNDERSTANDING WITH  
COMMUNICARE**

Motion was made by Chad McLarty, duly seconded by Larry Gillespie, to approve the Memorandum of Understanding with Communicare.

The vote on the motion was as follows:

Supervisor Brent Larson, absent  
Supervisor Larry Gillespie, voted yes  
Supervisor David Rikard, voted yes  
Supervisor Chad McLarty, voted yes  
Supervisor Mike Roberts, voted yes

After the vote, President Roberts, declared the motion carried, this the 20<sup>th</sup> day of July, 2020.

  
\_\_\_\_\_  
**Mike Roberts, President  
Board of Supervisors**  
\_\_\_\_\_  
**Sherry Wall, Chancery Clerk**

## **Memorandum of Understanding**

This Memorandum of Understanding (MOU) is entered into between:

**North Mississippi Commission on MI/MR**, d/b/a **Communicare/Region 2 Community Mental Health** (hereafter ***Communicare***) and **Lafayette County, Mississippi** (hereafter ***Lafayette County***) on the 6th of July, 2020.

### **Purpose**

The purpose of this MOU is to specify the obligations of both entities with respect to routine mental health services being provided to inmates within the Lafayette County Detention Center (Jail).

### **Obligations**

#### **Communicare/Region 2 Mental Health shall:**

- Provide mental health assessments, therapy and medication management within the jail to inmates suffering from mental health symptoms, 2 days a week, 4 hours each day, for a total of 8 hours at no cost to the jail or to Lafayette County. Anything above and beyond 8 hours per week will be charged to Lafayette County at a rate of \$100 an hour. At the time of this MOU the clinic days and times will be Tuesdays and Fridays from 8:00am-12:00pm.
  - Anyone in the jail due to a mental health or substance abuse commitment will be seen outside of these 8 hours and are not considered part of this MOU. These individuals will be treated through a separate program.
  - Services for anyone who is on a federal contract will be billed directly to the U.S. Marshals Service.
- The provider will ensure to make recommendations that are within the abilities of the jail, i.e., provider will not recommend inpatient psychiatric care when this is not a possibility due to the charges pending against the inmate. Provide medication evaluation and management with a psychiatric nurse practitioner, who will accompany the therapist either in person or through telemedicine on one of the days and times as stated above. Detention Center medical staff and the Communicare prescriber will work to develop a formulary of medications which the medical staff will routinely use.
- Assess inmates, at the request of the detention center, for suicidal ideations. Should suicidal ideations be assessed, the therapist will continue to monitor the inmate and make appropriate recommendations when they are safe to come off suicide watch.
- Provide documentation of the assessment/visit/treatment before 5:00 pm on the date the event occurs.

#### **Lafayette County shall:**

- Provide Communicare a list of inmates in need of mental health services Monday before noon and Thursday before noon.
- Provide Communicare with access to personal information discovered through the intake process into the detention center.
- Provide Communicare with information about the charges pending against the inmate.
- Provide Communicare with a list of those inmates that are seen that are being held under a Federal Contract.

- Purchase medications that are prescribed for inmates and dispense as prescribed by the prescriber.
- Provide a safe, but private place for assessments and therapy to be provided
- Should a provider not feel safe in an area where they are providing service, LC will help to make accommodations to ensure their feeling of safety.
- Utilize computer systems to allow for telemedicine to be provided to inmates
- Allow Communicare staff to bring their computers and other necessary electronic devices into the detention center and provide WiFi access.

#### **No Employee Relationship**

It is understood by Communicare and LC that at no time during the term of this MOU are Communicare employees, staff and other representatives to be considered employees of LC or any of its affiliated political subdivisions. It is further agreed and understood that all Communicare employees who will provide services within the jail facility will undergo and pass background screening and will comply with all security procedures as determined by the Lafayette County Sheriff's Department as a condition to entry in to the Detention Center.

#### **Term**

The term of this MOU will remain in effect for one year, unless terminated early by either party using the termination process detailed below. At the end of one year, this MOU will automatically renew until one party terminates the MOU in writing.

#### **Early Termination of MOU**

Either party may terminate this MOU without cause prior to the end of the first year. If either party terminates this contract early, the party terminating the contract must notify the other part of their plans to terminate, in writing, within 30 days of the termination plan.

#### **Signatories:**

This agreement will become effective on the signature date below.

_____ (Signature)	_____ (Signature)
_____ (Date)	_____ (Date)
Contact Name	_____ (Title)
Communicare Region 2 Mental Health	_____ (Agency)
152 Highway 7 South	
Oxford, MS 38655	