

**MEMORANDUM OF UNDERSTANDING BETWEEN THE MASSACHUSETTS
DEPARTMENT OF CORRECTION AND THE PLYMOUTH COUNTY
SHERIFF'S DEPARTMENT**

I. PURPOSE

This Memorandum of Understanding ("MOU") is between the Massachusetts Department of Correction ("DOC") and the Plymouth County Sheriff's Department ("the Sheriff"), collectively referred to as "the parties."

WHEREAS: pursuant to G.L. c. 123, § 35 ("Section 35"), men may be civilly committed to the Massachusetts Correctional Institution at Bridgewater ("MCI Bridgewater") based upon a finding by the Court that such person is an alcoholic or substance abuser and there is a likelihood of serious harm as a result of the person's alcoholism or substance abuse;

WHEREAS: the DOC houses and provides treatment to men committed under Section 35 at the Massachusetts Alcohol and Substance Abuse Center ("MASAC") located on the MCI Bridgewater Correctional Complex;

WHEREAS: due to the crisis of opiate abuse in the Commonwealth of Massachusetts and the lack of suitable public and private treatment facilities, MASAC is at or near maximum capacity and compelled to focus its treatment resources on the provision of medical detoxification services and the identification of discharge alternatives, rather than on post-detoxification substance abuse treatment; and,

WHEREAS: the Sheriff can provide space to accommodate men from the Plymouth County courts who are currently at MASAC for housing and treatment under Section 35, and current and future civil commitments to MASAC from the courts in Plymouth and in other counties;

Now therefore, the DOC and the Sheriff enter into this MOU concerning the housing and treatment by the Sheriff and vendor clinical staff of persons committed under Section 35.

II. DURATION AND TERMINATION

This MOU shall remain in effect until it is superseded by a subsequent written agreement between the parties regarding the same subject matter; provided, however, that either party may cancel this MOU by giving written notice thirty (30) days in advance of the date upon which said party desires the MOU to cease in effect. The MOU will terminate six months from the date of execution unless the parties mutually agree to extend it further.

III. TERMS AND CONDITIONS

Effective August 31, 2015, whenever the population at MASAC exceeds 150, the Sheriff will accept from the DOC and will house at the Plymouth County Correctional Facility ("PCCF") a designated number of men from the courts in Plymouth County and in other counties who are currently civilly committed to MASAC under Section 35, or who may be civilly committed to MASAC in the future under Section 35, provided that the men are housed and treated separately from convicted criminals. The DOC will transport these men from MASAC to the PCCF, and will provide vendor clinical staff to treat these civil commitments through an amendment to the DOC's existing contract with its medical and mental health service provider.

All persons so committed by a court shall be transferred to the custody of MASAC.

After initial treatment that includes any necessary medical detoxification at MASAC, a committed person may be transferred by the DOC to the PCCF Treatment Unit for additional treatment. Care and custody of the transferred person shall be subject to the policies and procedures of the PCCF, including policies and procedures governing the use of force.

The DOC will not transfer to PCCF persons who have serious medical needs requiring care beyond what the Sheriff's medical staff and vendor can provide. Committed persons who become difficult to manage or treatment non-compliant at the PCCF Treatment Unit, or who develop a serious medical need requiring specialized medical treatment, may be transferred by the Sheriff back to MASAC or, in the event the committed person is facing criminal charges, brought before the appropriate court for further action. The Sheriff will provide transportation back to MASAC unless otherwise specified by the parties.

Upon expiration of his Section 35 civil commitment order, a civil commitment transferred from MASAC to the PCCF shall be released from the PCCF Treatment Unit. Pursuant to G.L. c. 123, §35, the Superintendent of MASAC may release a civil commitment from the PCCF Treatment Unit prior to the expiration of his commitment period upon his/her determination that release of said person will not result in a likelihood of serious harm. Discharge shall be to one of the following locations: a residential substance abuse treatment program, a sober house, or to a community housing location for outpatient substance abuse treatment, as appropriate. The DOC will be responsible for arranging appropriate transportation.

In any case where a Section 35 civilly committed man at the PCCF requires medical care at an outside hospital, the Sheriff will transport him from the PCCF to the outside hospital, with the expense of the medical care to be borne by DOC.

IV. NOTICE

Whenever, by the terms of this MOU, notices may or are to be given to the DOC or to the Sheriff, such notices shall be deemed to have been given if in writing and either delivered by hand or by United States mail, to the following mailing addresses:

To the DOC:

Allison Hallett
Superintendent
MASAC
2 Administration Road
Bridgewater, MA 02324

To the Sheriff:

Antone Moniz
Superintendent
PCCF
26 Long Pond Road
Plymouth, MA 02360

V. MODIFICATION AND AMENDMENT

Modifications or amendments to this MOU shall be in writing and duly executed by both parties to be effective.

VI. SEVERABILITY

If any part of this MOU is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity, legality, or enforceability of any other part of this MOU, and the remaining parts of this MOU shall be enforced as if such invalid, illegal, or unenforceable part were not contained herein.

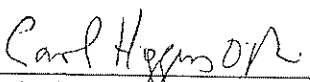
VII. ENTIRE AGREEMENT

This MOU contains all of the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto.

VIII. EFFECTIVE DATE

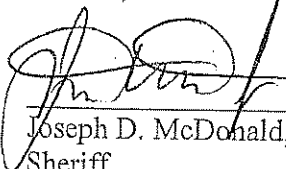
This MOU shall become effective upon signature by the duly authorized representative of each party.

The undersigned hereby execute this MOU on behalf of their respective organizations.



Carol Higgins O'Brien
Commissioner
Department of Correction
50 Maple Street, Suite 3
Milford, MA 01757

Date: 8-15-15



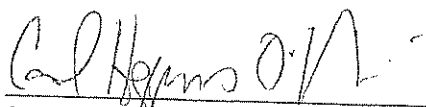
Joseph D. McDonald, Jr.
Sheriff
Plymouth County
24 Long Pond Road
Plymouth, MA 02360

Date: 8-25-2015

FIRST AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING BETWEEN THE MASSACHUSETTS DEPARTMENT OF CORRECTION AND THE PLYMOUTH COUNTY SHERIFF'S DEPARTMENT

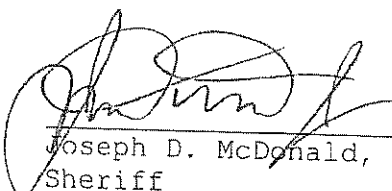
As provided by Paragraph II of the Memorandum of Understanding ("MOU") dated August 25, 2015 between the Massachusetts Department of Correction ("DOC") and the Plymouth County Sheriff's Department ("the Sheriff"), the DOC and the Sheriff hereby mutually extend the termination date of the said MOU, up to and including June 30, 2017. This First Amendment shall become effective upon the signature of the duly authorized representative of each party. All other terms of the MOU remain in effect.

The undersigned hereby execute this First Amendment to the MOU on behalf of their respective organizations.




Carol Higgins O'Brien
Commissioner
Department of Correction
50 Maple Street, Suite 3
Milford, MA 01757

2-16-16
Date



Joseph D. McDonald, Jr.
Sheriff
Plymouth County
24 Long Pond Road
Plymouth, MA 02360

2-11-2016
Date

Approved as to Form


Director of Legal Services
Dated: 2/16/16