

PROGRAM AGREEMENT

Glendale Municipal Court (hereinafter referred to as the GMC) and The Veterans Administration (hereinafter referred to as VA) agree to the terms of this Memorandum of Understanding (MOU) for the use of space for Veterans Justice Outreach Workers (hereinafter referred to VJO) at the Glendale Municipal Court for Veterans Support Services at 5711 W. Glendale Ave, Glendale, AZ 85301.

Commitment

This Program Agreement is meant to clarify a clear programmatic understanding of the importance of the collaboration and cooperation that create the culture of GMC and VA. We are many organizations, with many missions, working together for one purpose: ***To avoid unnecessary criminalization of mental illness and extended incarceration among Veterans by ensuring that eligible-justice involved Veterans have timely access to VHA services as clinically indicated and all Veterans receive fair and impartial justice through the Veterans Courts.*** It is essential that we utilize a common language, general principles and guidelines for our work together, and maintain an understanding and respect of each agency's unique goals, missions, and services.

Responsibilities

The GMC shall:

- Provide upkeep of building utilities (electricity, water, gas), and cleanliness of common area.
- Provide parking for staff.
- Provide secure office space for VJO
- Provide security according to their security management plan.
- Offer opportunities for collaboration and coordination for all agencies within GMC.
- Keep the VA and all participating partner cities and towns informed of programmatic or operational changes to GMC.
- Provide an orientation for all new staff and clients.
- Maintain common space schedules and coordination for all agencies.

VA shall:

- Provide veterans services according to VA VJO policy.
- Attend & participate in regular meetings with GMC to enhance processes, resolve agency issues and participate in future planning for the West Valley Regional Veterans Court.
- Attend & participate in Veterans court-staff meetings, and participate in court staffings and collaborative provider meetings as necessary.
- Designate a VA staff member to be responsible for keys. If an employee leaves, keys must be returned to GMC administration.
- Keep GMC informed of programmatic, operational, or staff changes within the VA.
- Coordinate common space schedule (e.g., meeting rooms) with GMC staff.

Information Sharing

GMC and VA, and with other collaborating Veterans Court organizations will engage in secured electronic, written, and verbal information sharing in order to coordinate services and avoid duplication of services. All collaborating organizations are required to maintain information as confidential according to all applicable federal and state rules and regulations. GMC collaborators will maintain all info confidentially except as required by contract stipulations. The VA VJO staff will have each veteran complete a VA Form 10-5345 Request for and Authorization to Release Medical Records or Health Information. It is required that all collaborating organizations submit and report any agreed upon data elements to GMC and VA to assist in reporting desired documentation and reporting (1) on behalf of individuals for service coordination and (2) on behalf of reporting GMC and West Valley Regional Veterans' Court for purposes of funding, report generation, research, and regulatory group requirements. Information shared will include aggregate data of Veterans participation in the court system, types of charges and number of enrolled vs non-enrolled Veterans. Information on individuals receiving services is confidential at all times except in the event of a life threatening or dangerous situation.

Term of the Program Agreement

This Program Agreement will be effective July 1, 2023 through July 1, 2024, with automatic annual renewal after review, unless either party terminates the agreement. The annual agreement will begin July 1 of each year and will expire on June 30 of the following year. There is no operating assessment fee with this Program Agreement. The parties agree that either party may terminate this agreement in writing at any time. The parties agree to attempt to provide at least 30 days notice to the other party.

Liability

Each party will be liable for its own liabilities. Any remedies against VA will be subject to the provisions of the Federal Tort Claims Act.

Insurance

VA is a self-insurer, and is not required to obtain any additional insurance. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act (28 USC 2671-2680).

Entire Agreement

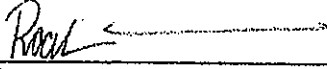
The GMC and VA agree to the terms of this Program Agreement and attest as witnessed below, that no term or provision hereof may be changed, waived, modified, discharged, or terminated unless the same is in writing and executed by both parties.

Other Provisions

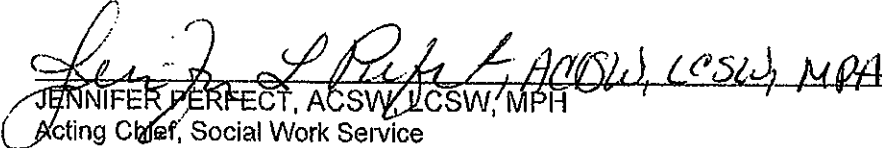
This Agreement is subject to cancellation under A.R.S. § 38-511.

[Signatures on following pages]


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the Glendale Municipal Court for Veterans Support Services at 5711 W. Glendale Ave,
Glendale, AZ 85301



Rachel Kraujman, LCSW
VA REPRESENTATIVE
Veterans Justice Outreach



JENNIFER PERFECT, ACSW, LCSW, MPH
Acting Chief, Social Work Service



BRYAN C. MATTHEWS, MBA
Director