MEMORANDUM OF UNDERSTANDING
Between
Muskogee Board of County Commissioners
And
Green Country Behavioral Health Services, Inc.

Program: Muskogee County Jail Diversion Initiative (JBHI-781)
Effective Date: December 1, 2026

This Memorandum of Understanding (MOU) is entered into between Muskogee County Board of Commissioners, acting through its Board of County Commissioners (the "County"), and Green Country Behavioral Health Services, Inc. (GCBHS) (the "Provider"), to establish responsibilities for implementing behavioral health jail diversion services utilizing Oklahoma Title 57 §781 funds.

I. PURPOSE

This agreement establishes a collaborative jail diversion program to reduce unnecessary incarceration of individuals experiencing mental illness, substance use disorders, or co-occurring conditions. Through screening, assessment, crisis intervention, treatment coordination, and community-based services, the initiative seeks to reduce recidivism, improve public safety, decrease jail utilization, and promote recovery.

II. TERM OF AGREEMENT

This MOU shall be effective November 1, 2026, through October 31, 2027, unless amended, extended, or terminated under this agreement. Continuation is subject to funding availability, satisfactory performance, and written agreement between both parties.

III. RESPONSIBILITIES OF MUSKOGEE COUNTY

The County agrees to:

1. Administer and oversee Title 781 funding allocated to the initiative.
2. Allocate approved funds to GCBHS, subject to funding availability, applicable law, and authorized county appropriations.
3. Coordinate with the Sheriff's Office, District Attorney, courts, and other justice partners to facilitate referrals.
4. Assist in establishing eligibility and referral procedures.
5. Provide access to relevant jail utilization and diversion data, subject to confidentiality laws and data-sharing agreements.
6. Review program expenditures, outcomes, and quarterly reports.

E-MAILED
10/24 9:48
Andy Shelley

7. Submit required documentation and reports to the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), with assistance from GCBHS.
8. Participate in periodic reviews and quality improvement activities.

IV. RESPONSIBILITIES OF GCBHS

GCBHS shall serve as the primary behavioral health provider and agrees to:

1. Employ or contract qualified personnel, including a Justice Diversion Coordinator, Licensed Clinician, Case Manager, Peer Recovery Support Specialist, Data/Evaluation Specialist, On-Call Crisis Diversion Nurse, and Program Director.
2. Conduct mental health and substance use screenings and clinical assessments for eligible referrals.
3. Develop individualized diversion and treatment plans.
4. Coordinate crisis stabilization, urgent recovery, outpatient treatment, medication management, case management, peer support, housing referrals, transportation, and recovery services.
5. Collaborate with law enforcement, jail personnel, courts, and community providers to facilitate appropriate diversion.
6. Provide discharge and reentry planning to promote continuity of care.
7. Maintain accurate clinical, program, and financial documentation.
8. Submit quarterly performance reports to the County in time to meet ODMHSAS deadlines.
9. Maintain applicable professional licenses, insurance, confidentiality protections, and regulatory compliance.

V. PROGRAM FUNDING AND FISCAL RESPONSIBILITIES

The anticipated annual funding for the first year is $, subject to approval and availability of Title 57 781 funds. GCBHS shall submit invoices and supporting documentation to the County on a monthly basis, according to mutually established billing procedures.

The County shall review and approve payments in accordance with applicable purchasing and financial requirements. Funds shall be used exclusively for authorized program activities. Material budget modifications require prior written County approval and, when applicable, ODMHSAS approval.

GCBHS shall maintain records supporting expenditures and make them available for authorized review or audit.

VI. PROGRAM PERFORMANCE AND OUTCOMES

The parties establish the following anticipated annual targets:

1. Serve approximately 300 unduplicated individuals through screening, assessment, or diversion-related services.
2. Facilitate approximately 150 successful diversions from incarceration.
3. Achieve 80% treatment linkage within seven days for individuals referred for ongoing services.
4. Increase engagement in behavioral health and recovery services.
5. Reduce repeat jail admissions among participants.
6. Strengthen coordination between behavioral health and criminal justice agencies.
7. Reduce unnecessary emergency department utilization and psychiatric hospitalization when appropriate alternatives are available.

Targets shall be evaluated against available baseline data and adjusted by mutual agreement when necessary.

VII. DATA COLLECTION AND REPORTING

GCBHS shall collect data concerning:

* Referrals, screenings, and enrollment
* Successful diversions
* Behavioral health and substance use treatment referrals
* Treatment engagement and retention
* Jail utilization and repeat bookings
* Participant demographics
* Housing and community stabilization
* Program expenditures

GCBHS shall provide quarterly reports to the County consistent with ODMHSAS requirements.

The County retains responsibility for submitting official reports unless otherwise authorized.

VIII. CONFIDENTIALITY AND INFORMATION SHARING

Both parties shall protect confidential information in accordance with applicable federal and state laws, including HIPAA and 42 CFR Part 2, when applicable.

Information shall be shared only as legally permitted through appropriate authorizations, court orders, or written data-sharing agreements.

Program participation does not constitute blanket authorization to disclose treatment information.

IX. COORDINATION AND COMMUNICATION

Each party shall designate a representative responsible for implementation and ongoing coordination.

Representatives shall meet periodically to review referrals, service utilization, outcomes, expenditures, training needs, operational barriers, and opportunities for improvement.

X. COMPLIANCE WITH APPLICABLE LAWS

Both parties shall comply with applicable federal, state, and local laws, regulations, and Title 57 §781 funding requirements. GCBHS shall utilize appropriately qualified personnel and provide services consistent with applicable ODMHSAS standards.
Neither party shall be required to undertake activities prohibited by law.

XI. MODIFICATION AND TERMINATION

This agreement may be amended through mutual written approval.

Either party may terminate the MOU with thirty (30) days' written notice, subject to applicable contractual obligations and funding requirements.

Upon termination, both parties shall coordinate appropriate transitions for active participants.

GCBHS shall submit final program and financial reports covering services and expenditures through the termination date.

XII. INDEPENDENT CONTRACTOR STATUS

GCBHS shall operate as an independent contractor.

This agreement does not establish an employment relationship, joint venture, or agency relationship between the County and GCBHS.

GCBHS remains responsible for supervising, compensating, and managing its employees and contractors.

XIII. NONDISCRIMINATION

Both parties shall provide services without unlawful discrimination based on race, color, national origin, religion, sex, disability, age, or other legally protected status.

Services shall follow person-centered, trauma-informed, and recovery-oriented principles.

XIV. ENTIRE AGREEMENT

This MOU represents the parties' understanding regarding implementation of the Jail Diversion Initiative. Modifications must be documented in writing and approved by authorized representatives of both parties.

XV. SIGNATURES

MUSKOGEE COUNTY BOARD OF COUNTY COMMISSIONERS

County Commissioner, District 1

Signature: _____
Date: 10-26-26

County Commissioner, District 2

Signature: _____
Date: 10-26-26

County Commissioner, District 3

Signature: _____
Date: 10-26-26

GREEN COUNTRY BEHAVIORAL HEALTH SERVICES, INC.

_____
Joy Sloan, LCSW
Executive Director/CEO
Date: _____