

FORTY-FIFTH JUDICIAL CIRCUIT OF MICHIGAN

Paul E. Stutesman, Chief Circuit Judge

Kathryn Griffin
Court Administrator

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FILED

SEP 08 2015

LINDSAY OSWALD
ST. JOSEPH COUNTY CLERK

Administrative Order 2015 -04

ORDER FOR THE ESTABLISHMENT OF A DRUG TREATMENT COURT

IT IS ORDERED:


This administrative order is issued in accordance with MCL 600.1060 et seq. The purpose of this order is to establish a drug treatment court in 45th Circuit Court upon approval by the State Court Administrative Office (SCAO). All policies and procedures comply with the statute and are consistent with the 10 Key Components of drug treatment courts promulgated by the National Association of Drug Court Professionals (see attachment A) as required by MCL 600.1060(c).

1. The court has entered into a Memorandum of Understanding with each participating county prosecuting attorney in the circuit or district court district, a representative of the criminal defense bar, a representative of community treatment providers and other key parties pursuant to MCL 600.1062. The Memorandum of Understanding shall describe the role of each party. The Memorandum of Understanding is attached.
2. The court has established eligibility criteria consistent with MCL 600.1064 and 600.1068.
3. In compliance with MCL 600.1064(3), no participant shall be admitted until a complete preadmission screening and substance abuse assessment are completed.
4. All participants shall sign a voluntary written consent to participate in the program in conformance with MCL 600.1068(1)d.
5. The court shall maintain case files in compliance with Trial Court General Schedule 16, the Michigan Case File Management Standards, and Part 2 of Title 42 of the Code of Federal Regulations to assure confidentiality of drug treatment court records.

6. The court has established, as part of its program requirements, procedures to assure compliance with MCL 600.1072 and 600.1074.
7. Pursuant to MCL 600.1078, the court shall provide the SCAO with the minimum standard data established by the SCAO for each individual applicant and participant of the drug treatment court program.
8. The court shall use the Drug Court Case Management Information System (DCCMIS) to maintain and submit the minimum standard data as determined by the SCAO while receiving grant money from the SCAO.

Effective Date: October 1, 2015

Date: 9-8-15

Chief Judge Signature: 
Paul Stutesman

ATTACHMENT A

The 10 Key Components of Drug Treatment Courts as Promulgated by the National Association of Drug Court Professionals

Key Component #1: Drug courts integrate alcohol and other drug treatment services with justice system case processing.

Key Component #2: Using a nonadversarial approach, prosecution and defense counsel promote public safety while protecting participants' due process rights.

Key Component #3: Eligible participants are identified early and promptly placed in the drug court program.

Key Component #4: Drug courts provide access to a continuum of alcohol, drug, and other related treatment and rehabilitation services.

Key Component #5: Abstinence is monitored by frequent alcohol and other drug testing.

Key Component #6: A coordinated strategy governs drug court responses to participants' compliance.

Key Component #7: Ongoing judicial interaction with each drug court participant is essential.

Key Component #8: Monitoring and evaluation measure the achievement of program goals and gauge effectiveness.

Key Component #9: Continuing interdisciplinary education promotes effective drug court planning, implementation, and operations.

Key Component #10: Forging partnerships among drug courts, public agencies, and community-based organizations generates local support and enhances drug court program effectiveness.

**St. Joseph County, MI Adult Drug Treatment Court
Memorandum of Understanding**

Between

St. Joseph County Circuit Court

And

Michigan Department of Corrections

And

St. Joseph County Office of the Sheriff

And

St. Joseph County Office of the Prosecuting Attorney

And

St. Joseph County Defenders

And

Community Mental Health and Substance Abuse Services of St. Joseph County

And

Project Evaluator

And

Program Coordinator

A. Program Description / Introduction

This Memorandum of Understanding (MOU) is for the benefit and serves the St. Joseph County Adult Drug Treatment Court, hereinafter referred to as the PROGRAM. This MOU is entered into between the St. Joseph County Circuit Court hereinafter referred to as the COURT; Michigan Department of Corrections, hereinafter referred to as FELONY PROBATION; St. Joseph County Office of the Sheriff, hereinafter referred to as LAW ENFORCEMENT; the St. Joseph County Office of the Prosecuting Attorney, hereinafter referred to as the PROSECUTOR; the St. Joseph County Defenders, hereinafter referred to as ATTORNEY; Community Mental Health and Substance Abuse Services of St. Joseph County, hereinafter referred to as TREATMENT; the Program Coordinator, hereinafter referred to as PROGRAM COORDINATOR; and the independent evaluator, hereinafter referred to as EVALUATOR.

The purpose of this Memorandum of Understanding (MOU) is to document the roles and responsibilities of each of those agencies and individuals as members of the PROGRAM, hereinafter referred to as the TEAM. The purpose of this Memorandum of Understanding is to also establish the standard of protecting the rights to confidentiality of each Participant as outlined in the US Bureau of Justice Publication: The Ten Key Components and Evidence Based Principles of Drug Courts, PA 224, Chapter 10A, Sections 1060-1080, as well as MCL 600.1060-1082.

This document reflects the confidentiality rules and procedures of the Court and reflects how each agency and individual member of the TEAM will engage in this process, and how they will access, use and share information. The PROGRAM views Participant confidentiality as a critical issue in regards to Federal and State requirements in both the area of substance abuse treatment and professional code of ethics. The TEAM will adhere to the strictest Federal or State standards applicable to any of its conduct. The PROGRAM acknowledges that the TEAM falls within the Federal definition of a "treatment program" as detailed in 42 United States Code (USC) Section 290dd-2, implemented pursuant to regulations within 42 Code of Federal Regulations (CFR), Part 2. Therefore, the TEAM will adhere to the heightened levels of protection of the identity of the individuals participating in the PROGRAM, as well as the content and nature of participation.

B. Mission Statement

The mission of the St. Joseph County Adult Drug Treatment Court is to reduce drug-related crime and improve the quality of life for all residents by providing a balance of treatment, sanctions, incentives and services to high-risk high-need substance abusing offenders in a judicially supervised program.

C. General Waiver of Confidentiality Requirements

The PROGRAM may release and/or exchange information or records concerning any Participant who has been assessed, diagnosed and/or received treatment only with the express and informed written consent of the Participant, with the following exceptions:

- Internal Team communications
- Information that does not disclose the identity of the Participant
- Medical emergency
- A properly authorized Court Order

- Information relating to a crime performed on PROGRAM premises or against a member of the TEAM
- Suspicion of child abuse or neglect
- Qualified service organization agreements
- Research and audit
- Veteran's Administration or Armed Forces records
- Notification by the Court or Prosecutor to a victim regarding the participant's acceptance, completion, or dismissal from the PROGRAM as required by the Victim's Rights Act.

D. Client Consent Forms

Participants must give informed written consent for disclosure of confidential information. The following required elements are contained in the Participant Consent Form:

- Names/titles of persons/organizations that may exchange information
- Information specifically identifying the Participant(s) whose confidential information is the subject of the Consent
- Participant's name and dated signature
- Purpose and duration of disclosure
- Statement that the Consent is subject to revocation, and the consequences of revocation
- Inclusion of written reports and oral testimony

E. Other Disclosure Issues

Other Criminal or Civil Cases:

PROGRAM treatment information cannot be used to initiate or authorize any criminal charges against a Participant except as listed previously as an exception within the previous section C. Also, PROGRAM treatment information may not be used against the Participant, whether civil or criminal.

Records:

PROGRAM records held at participating agencies or Team Member premises, including the Court, will be kept and maintained in compliance with all state and federal confidentiality requirements including PA 224, Chapter 10A, Sections 1060-1080, as well as MCL 600.1060-1082 and 42 United States Code (USC) Section 290dd-2, implemented pursuant to regulations within 42 Code of Federal Regulations (CFR), Part 2.

Written Communications:

Any faxes, letters or emails sent by any Team Member which contains documentary treatment information, will be accompanied by a Notice of Prohibition against Re-disclosure (See Appendix A).

Oral Communications:

Oral communications amongst Team Members, via phone, Staffings, etc., shall remain confidential. Accordingly, a Team Member must not disclose what is said amongst the Team, what is said by another Team Member, or re-disclose information about a Participant. However, the Team recognizes that for purposes of therapy, an attorney-client conference as well as case

management discussions, information will need to be disseminated to the Participant which will be approved by the Team.

Computerized Information Systems:

Computerized information systems containing PROGRAM Participant treatment information must ensure that access to any confidential information must be kept and maintained in compliance with all state and federal confidentiality requirements including PA 224, Chapter 10A, Sections 1060-1080, as well as MCL 600.1060-1082.

Confidentiality Agreement:

All participating Team Members and guests at Team Meetings shall execute a Confidentiality Agreement (see Appendix B), which shall be held on file by the Coordinator, before his/her participation is permitted.

F. Team Member Collaboration

The Team Members acknowledge that this MOU establishes a framework for cooperation among the TEAM and that circumstances are likely to arise during the term that will require one Team Member or the other to execute documents, engage in discussions, provide information or otherwise perform some act not expressly provided by this MOU. Team Members agree to work on projects collaboratively that extend the mission of the PROGRAM, even if not specifically addressed in this MOU.

The members of the TEAM should participate in and contribute to decisions that affect the well-being of clients by drawing on the inter-disciplinary perspectives, values, and experiences of the members. Professional and ethical obligations of the TEAM as a whole and of its individual members should be clearly established. To this end, each Team member agrees to participate by coordinating and collaborating to provide the following:

The St. Joseph County Circuit Court agrees to:

- a) Serve as the lead agency for applying and administering grants that support coordination, case management, community supervision, testing, and other necessary activities of the PROGRAM. Responsibilities shall include:
 - Contract with qualified Program Coordinator, Case Managers, Case Aides and local drug testing agencies to provide and/or coordinate testing and other assessment, treatment planning, treatment, ancillary services and therapeutic supervision to Participants.
 - Contract with an outside Evaluator to objectively measure achievement of PROGRAM goals, gauge effectiveness through outcome and evaluations, provide ongoing feedback to ensure continuous PROGRAM improvement.
 - Enforce appropriate safeguards to ensure PROGRAM evaluation objectivity and integrity pertaining to the design, conduct, or reporting of evaluation.
 - Safeguard against any actual or apparent personal or financial conflict of interest on the part of the evaluator or other TEAM members by implementing County policies and procedures to identify, eliminate or, at the very least, mitigate potential personal or financial conflicts of interest in keeping with County policy.

- Compile requisite evaluation and evidence based program efficacy reports to grantors and stakeholders as requested or mandated.
 - Designate an area of Court premises as meeting space for the TEAM, and office space for Coordination and for secure record keeping.
 - Designate a Court finance representative to attend Core Team Meetings.
 - Designate a Courtroom and Clerk for all Court/Program proceedings.
- b) Serve as the sole public spokesperson for the PROGRAM.
 - c) Preside over each proceeding upon referral of Participant from Circuit Court and monitor appropriate application of sanctions and incentives while maintaining the integrity of the Court. In the absence of the Circuit Court Judge, Hearings will be rescheduled. In the event that the Circuit Court Judge is unable to preside over a hearing in a reasonable time, a visiting Judge trained in the BJA Ten Key Components and Evidence-Based Program Principles will preside over Hearings.
 - d) Participate as a collaborative PROGRAM Member; however, the Judge shall make all final determinations when agreement cannot be reached by the TEAM, or as otherwise appropriate under the law.
 - e) Assist in compilation of relevant recidivism and cost data related to the PROGRAM.
 - f) Participate as part of planning and oversight committee of the PROGRAM.
 - g) Provide data and information regarding the target population.
 - h) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.
 - i) Prepare Judgment of Sentence and maintain legal file for misdemeanor Participants and all reporting requirements as a result of conviction.
 - j) Retain jurisdiction of misdemeanor Participants and enforcement of sentencing, in the event Participant is unsuccessfully terminated from the PROGRAM.
 - k) Assist in assuring that PROGRAM participants will not be required to serve an initial mandatory period of incarceration unless the period of incarceration is mandated by statute for the offense in question. In such instances, ensure that the offender is receiving treatment services, while incarcerated and begins PROGRAM services immediately upon release.
 - l) Preside over and adjudicate felony matters, including sentencing Participants to the PROGRAM at the Circuit Court's discretion.
 - m) Prepare Judgment of Sentence and maintain legal file for felony Participants and all reporting requirements as a result of conviction.
 - n) Retain jurisdiction of Participants and enforcement of sentencing, in the event Participant is unsuccessfully terminated from the PROGRAM.
 - o) Participate as part of planning and oversight of the PROGRAM.
 - p) Provide data and information regarding the target population.

The Michigan Department of Corrections agrees to:

- a) Conduct a validated and reliable actuarial risk and needs assessment on each felony PROGRAM participant.
- b) Provide referrals for services as appropriate based on the findings of risk assessment.
- c) Give priority to any requests the Adult Drug Treatment Court has regarding any Participants supervised by the agency, provided sufficient staff is available.
- d) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
- e) Designate an Agent to participate in the PROGRAM at Staffings and Hearings.
- f) Assist in compilation of relevant recidivism and cost data related to the PROGRAM.

- g) Participate as part of planning and oversight committee of the PROGRAM (Core Team Meetings).
- h) Provide local data and information regarding the target population to determine future programming needs.
- i) Participate in ongoing inter-disciplinary education as funding and staffing permit.

The St. Joseph County Office of the Prosecuting Attorney agrees to:

- a) Serve as the lead agency for prosecuting on behalf of victims of substance abusers and/or the community at large.
- b) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
- c) Designate a Prosecutor who will actively participate in the PROGRAM at Staffings and Hearings, and interact in a non-adversarial manner to perform a legal screening, address revocations, plea agreements and application of sanctions and incentives as they apply to Participants.
- d) Assist in assuring that PROGRAM participants will not be required to serve an initial mandatory period of incarceration unless the period of incarceration is mandated by statute for the offense in question.
- e) Assist in compilation of relevant recidivism and cost data related to the PROGRAM.
- f) Participate as part of planning and oversight committee of the PROGRAM (Core Team Meetings).
- g) Provide data and information regarding the target population.
- h) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

The St. Joseph County Defenders agree to:

- a) Support and encourage Bar Association members to contribute and participate in the PROGRAM as well as attend conferences and training seminars involving Adult Drug Treatment Court.
- b) Review any Contracts and documents with the Participant prior to acceptance into the PROGRAM.
- c) Advocate for Participants at Staffings and Hearings, and interact in a non-adversarial manner to address revocation, plea agreements and application of sanctions and incentives as they apply to Participants.
- d) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
- e) Assist in assuring that PROGRAM participants will not be required to serve an initial mandatory period of incarceration unless the period of incarceration is mandated by statute for the offense in question.
- f) Assist in determining relevant cost and recidivism data related to the PROGRAM.
- g) Participate as part of planning and oversight committee of the PROGRAM (Core Team Meetings).
- h) Provide data and information regarding the target population.
- i) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

The St. Joseph County Office of the Sheriff agrees to:

- a) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.

- b) Assist in enforcing graduated sanctions by giving priority status to Participants needing to be detained and lodged in the jail due to a PROGRAM sanction.
- c) Assist in determining relevant cost and recidivism data related to the PROGRAM.
- d) Participate as part of planning and oversight committee of the PROGRAM (Core Team Meetings).
- e) Provide data and information regarding the target population.
- f) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

Community Mental Health and Substance Abuse Services of St. Joseph County agrees to:

- a) Conduct clinical screening to determine substance dependency as an eligibility criteria of PROGRAM admission.
- b) Serve as the lead agency for provision of or access to integrated mental health and substance abuse assessments, diagnosis, treatment, aftercare and/or referral.
- c) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
- d) Facilitate access to a continuum of care for Participants while advocating on behalf of the Participant.
- e) Designate Treatment Provider(s) to participate in the PROGRAM at Staffings and Hearings.
- f) Assist in compilation of relevant recidivism and cost data related to the PROGRAM.
- g) Participate as part of planning and oversight committee of the PROGRAM (Core Team Meetings).
- h) Provide data and information regarding the target population.
- i) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

Independent Evaluator agrees to:

- a) Provide objective evaluation and feedback for the purposes of program improvement in the form of process and outcome evaluations.
- b) Conduct and provide a process evaluation to monitor progress towards and adherence to the BJA Ten Key Components and the Evidence Based Program Practices.
- c) Conduct and provide an outcome evaluation including demographic data, descriptive statistics, emerging trends and patterns, and findings of statistical analyses as the sample size permits.
- d) Provide expert guidance in the data collection process.

Program Coordinator agrees to:

- a) Serve as a liaison with EVALUATOR.
- b) Ensure data collection and data entry for the purposes of evaluation, program improvement and grant reporting.
- c) Complete and submit required PROGRAM reports for grantor/s and stakeholders within mandated timelines.
- d) Ensure PROGRAM adherence to the BJA Ten Key Components and the Evidence Based Program Practices.
- e) Ensure PROGRAM adherence to State and Federal confidentiality and privacy laws.

- f) Facilitate screening to determined PROGRAM eligibility for all potentially eligible participants.
- g) Facilitate admission for eligible participants.
- h) Assist in PROGRAM sustainability efforts.
- i) Monitor coordination and case management for grant and/or contract compliance.
- j) Coordinate and facilitate inter-disciplinary training and case Staffings and inform Team of latest research.

All Participating Agencies and Individual Team Members agree to:

- a) Comply with all PROGRAM policies and procedures, whether legislative, written or previously established by consensus of the TEAM.
- b) Attend and participate collaboratively and co-equally at scheduled meetings, and with Team Members, during the full course of a Participant's PROGRAM treatment.
- c) Attend Adult Drug Treatment Court conferences and training seminars, according to availability of funding and staffing availability.
- d) Disseminate information to their respective agency/discipline regarding governing State and Federal laws applying to the PROGRAM and Participants.
- e) Educate peer professionals about the PROGRAM, and develop community linkages that will enhance the effectiveness of the PROGRAM
- f) Unite around a single goal of therapeutic jurisprudence to address underlying problems of substance abuse and to protect the general safety and well-being of the community at large.

G. Term of Agreement

This Memorandum of Understanding is effective on the date of execution by participating agencies and individuals, and shall remain in full force and effect until terminated. All terms and conditions of the MOU are subject to the continuation of funding of the PROGRAM.

H. Fiscal Terms

This Memorandum of Understanding does not involve an exchange of funds. The parties, instead, agree to participate in an exchange and collaboration of services as specified in item F.

I. Termination of Memorandum of Understanding

Upon mutual consent of the PROGRAM and the TEAM, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the PROGRAM. Any changes shall be in writing and signed by all parties herein or their duly appointed representatives to act on their behalf. Any party to this Memorandum of Understanding may terminate their agreement for any reason by giving a thirty (30) calendar day written notice of termination.

J. Review

This Memorandum of Understanding will be reviewed by the presiding PROGRAM Judge on a yearly basis and revised as necessary upon mutual agreement of all parties.

APPENDIX A

St. Joseph County Adult Drug Treatment Court Notice of Prohibition against Re-Disclosure

Include in all electronic or faxed communications containing confidential information disclosures:

"Confidentiality: The information contained in this electronic mail message and any attachments is intended only for the use of the individual or entity to whom it is addressed and may contain legally privileged, confidential information or work product. If the reader of this message is not the intended recipient, you are hereby notified that any use, dissemination, distribution, or forwarding of this email message is strictly prohibited. If you have received this message in error, please notify me by reply email and delete the original message from your system."

APPENDIX B

St. Joseph County Adult Drug Treatment Court Confidentiality Agreement

I _____ as a participating Team Member or Guest of the St. Joseph County Adult Drug Treatment Court, duly recognize my ethical and actual duty to protect the confidentiality of the Program and Participants, when I participate in Team Meetings or Adult Drug Treatment Court proceedings.

I hereby agree:

1. Any information discussed at a Team Meeting shall remain confidential.
2. Names of Participants will be disseminated to Team Members only (which shall include law enforcement liaison officers and alternate Team Members).
3. Any information gathered during a PROGRAM mandated search will remain confidential unless it relates to evidence of a new crime.
4. Photos, Adult Drug Treatment Court official or administrative files, as well as addresses of Participants will remain confidential, to be used by Team Members only.
5. Warrants of arrest are not confidential.

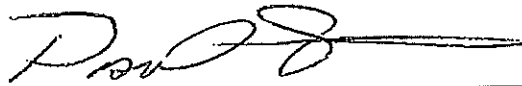
Signed: _____

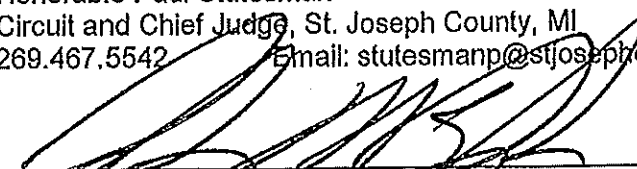
Date: _____

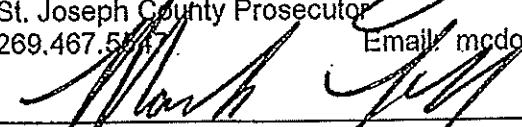
(Note: This form is necessary in order to comply with Title 42 of the code of Federal Regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records.)

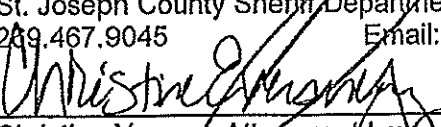
K. Signatures of Authorized Representatives Entire Agreement

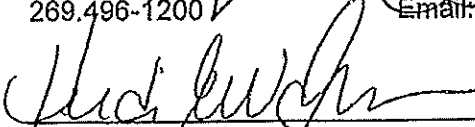
This MOU represents the entire understanding of the Team and supersedes any understanding agreement or representation, whether oral or in writing, made prior to the effective date.

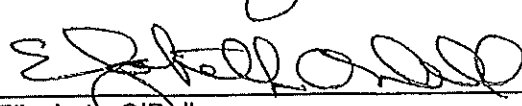

Date: 7-21-15
Honorable Paul Stutesman
Circuit and Chief Judge, St. Joseph County, MI
269.467.5542 Email: stutesmanp@stjosephcountymi.org

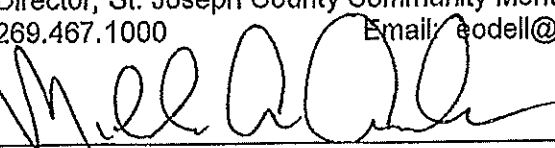

Date: 7/31/15
John McDonough
St. Joseph County Prosecutor
269.467.5547 Email: mcdonoughj@stjosephcountymi.org

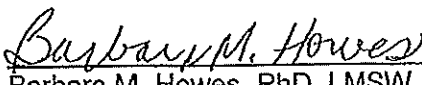

Date: 7/22/15
Under-Sheriff Mark Lilywhite
St. Joseph County Sheriff Department
269.467.9045 Email: lilywhitem@stjosephcountymi.org


Date: 7/27/15
Christine Yancey, Attorney at Law
St. Joseph County Defender
269.496-1200 Email: mendonattorney@aol.com


Date: 7-20-15
Heidi E. Washington
Director, Michigan Department of Corrections


Date: 7-21-15
Elizabeth O'Dell
Director, St. Joseph County Community Mental Health & Substance Abuse Services
269.467.1000 Email: eodell@stjoecmh.org


Date: 7.27.15
Michele A. Anderson, PhD,
Project Evaluator
269.823.4643 Email: michele.a.anderson@wmich.edu


Date: 7/31/15
Barbara M. Howes, PhD, LMSW
Program Coordinator
269.313.5094 Email: solutions_incorporated@hotmail.com