Cass County Probate Court
& Circuit Court Family Division

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State Court Administrative Office
Model Local Administrative Order 29c - Plan for the Establishment of a Family Dependency Treatment Court Program (rev. 05/09)

Administrative Order 2009-01

ORDER FOR THE ESTABLISHMENT OF A FAMILY DEPENDENCY 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 family dependency treatment court in [insert court number and court type] 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 family dependency 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 family dependency 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.

9. The court acknowledges that it has completed the federal Drug Court Planning Initiative (DCPI) training sponsored by the Bureau of Justice Assistance (BJA), in compliance with MCL 600.1062(3).

Effective Date: August 5, 2009

Date: August 5, 2009

Chief Judge Signature: Michael E. Dodge

Michael E. Dodge

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.

Cass County, MI Family Treatment Court (CCFTC)
Memorandum of Understanding

Between
Cass County Circuit Court, Family Division, Family Treatment Court
And
County of Cass Department of Human Services
And
County of Cass Office of the Prosecuting Attorney
And
County of Cass Bar Association
And
Woodlands Addictions/Behavioral Healthcare Network

A. Program Description / Introduction: This agreement is entered into between:

the Cass County Circuit Court, Family Division, Cass County Family Treatment Court, hereinafter referred to as CCFTC; the Cass County Department of Human Services hereinafter referred to as DHS; the Cass County Prosecutor's Office hereinafter referred to as Prosecutor; the Cass County Bar Association; the Woodlands Behavioral Healthcare Network, hereinafter referred to as Woodlands Addictions;

The purpose of this Memorandum of Understanding (MOU) is to document the roles and responsibilities of each agency and individual as members of the CCFTC Team, and to establish the standard of protecting the rights to confidentiality of each Parent and Child Participant as outlined in the US Bureau of Justice Publication: The Key Components of Effective Drug Courts and in PA 224, Chapter 10A, Sections 1060-1080.

This document reflects the confidentiality rules and procedures of the CCFTC and reflects how each agency/individual member of the CCFTC Team will engage in this process, and how they will access, use and share information. The CCFTC views Participant confidentiality as a critical issue in regards to Federal and State requirements in both the area of substance abuse treatment and child protective cases. The CCFTC Team will adhere to the strictest Federal or State standard applicable to any of its conduct.

The CCFTC Team supports the legislative intent for substance abuse treatment recipients to encourage individual pursuit of rehabilitation without fear their substance abuse and subsequent treatment will become public knowledge. All CCFTC Team Members share in the ethical and actual responsibility for protecting the confidentiality rights of Parent and Child Participants. Compliance with confidentiality provisions may require limiting the extent of information disclosed and/or the forum where it is presented.

The CCFTC acknowledges the CCFTC 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 CCFTC Team will adhere to the heightened levels of protection of the identity of the individuals participating in FTC, as well as the content and nature of participation.

B. Mission Statement: The Cass County Family Treatment Court Program's mission is based on a theory of therapeutic jurisprudence to: a.) provide a comprehensive family approach to treatment, crossing all life domains, b.) improve lives of families that have been impacted by drug and alcohol addiction and neglect/abuse, with the eventual goal of permanency c.) provide access to long-term aftercare support to reunified Parents and Child Participants d.) prevent juvenile delinquency and e.) provide protection of the general safety and welfare of Cass County residents. These goals are accomplished by assisting Participants in leading clean, sober, independent and productive lives. The tools used to provide this assistance are strengths-

based treatment planning and management, mandated treatment, rigorous court supervision, incentives and sanctions and the dedication of caring and knowledgeable collaborative CCFTC Team Members.

C. General Waiver of Confidentiality Requirements: The CCFTC may release and/or exchange information or records concerning any Parent or Child 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 CCFTC Team communications
- Information that does not disclose the identity of the Parent or Child
- Medical emergency
- A properly authorized Court Order
- Information relating to a crime performed on FTC premises or against an FTC Team Member
- Suspicion of child abuse or neglect
- Qualified service organization agreements
- Research and audit
- Veteran's Administration or Armed Forces records

D. Client Consent Forms: **CC**FTC Participants must give informed written consent for disclosure of confidential information. The following required elements are contained in the CCFTC 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 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: CCFTC treatment information cannot be used to initiate or substantiate any criminal charges against a Participant except as listed previously as an exception within the previous section C.

CCFTC treatment information may not be used against the CCFTC Participant, or with regard to another person in other proceedings, whether civil or criminal. If a CCFTC Participant becomes a Defendant or a witness in another case, the Prosecutor engaged as a CCFTC Team member may not disclose the Participant's CCFTC treatment information to another prosecutor assigned to another case, and the CCFTC Team member Prosecutor should recuse him/herself from acting in the capacity of a prosecutor in any such other cases.

Records: CCFTC records held at participating agencies or Team Member premises, including the Court, will be kept in an administrative file, labeled "Confidential" and kept in locked cabinets, separate from the official files. Files will not be left in plain view when a work area is unattended. CCFTC Team Members will adhere to the written procedures (available upon request) controlling access to and the use of CCFTC records. When the State mandated period of time for maintaining archived files has expired, the file will be shredded.

Written Communications: Any faxes and letters sent by any CCFTC Team Member which contains documentary treatment information will be accompanied by a Notice of Prohibition Against Re-disclosure (See Appendix).

Computerized Information Systems: Computerized information systems containing CCFTC Participant treatment information ensures that access to any confidential information is limited to a "need to know" basis

with a valid Release of Information. Any Participant-specific information contained within computerized systems shall have secure password codes preventing unauthorized access to confidential information.

Confidentiality Agreement: All participating CCFTC Team Members and guests at Team Meetings shall execute a Confidentiality Form (see Appendix) which shall be held on file by the Coordinator, before their participation is permitted.

F. Provisions: To this end, each agency agrees to participate by coordinating and collaborating to provide the following:

The Cass County Circuit Court, Family Division agrees to:

- Serve as the lead agency for applying and administrating grants that support coordination, case management, therapeutic supervision, testing, and other necessary activities of the CCFTC Program. Responsibilities shall include:
  --Through a competitive procurement process, contract with qualified Coordinator and Case Managers to provide and/or coordinate testing and other evaluation, treatment planning, treatment and therapeutic supervision, and graduate after-care services to CCFTC Parent and Child Participants.
  --Oversee all required data collection performed by CCFTC Team Members relative to CCFTC Participants.
  --Monitor Coordination and Case Management for grant and/or contract compliance.
  --Compile requisite evaluation and evidence based program efficacy reports to grantors and CCFTC stakeholders as requested or mandated.
  --Oversee entry of CCFTC Participant information into the MDCCMIS database.
  --Designate an area of Court premises as meeting space for the CCFTC Team Members, and office space for Coordination and for secure record keeping.
  --Designate a Court finance representative to attend CCFTC Team Meetings.
  --Designate a Courtroom and Clerk for all CCFTC proceedings.
- Serve as the sole public spokesperson for CCFTC Programs.
- Preside over, or appoint a Referee to preside over, each CCFTC proceeding and monitor appropriate application of disciplines, sanctions and incentives while maintaining the integrity of the Court.
- The CCFTC Judge will participate as a collaborative CCFTC Team Member. However, the CCFTC Judge shall make all final determinations when consensus cannot be reached by CCFTC Team Members, or as otherwise appropriate under the law.
- Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

Cass County DHS agrees to:

- Designate administrators to serve on the CCFTC Core Team to address program and system level issues and to contribute to the expansion and sustainability of CCFTC and problem solving courts statewide.
- Serve as a collaborative agency in identifying, screening, and referring potential participants to CCFTC.
- Serve as the lead agency in identifying drug endangered children, and directing and supervising Children's Protective Services (CPS) and Foster Parent services for drug endangered children removed from their parental home.
- Conduct CPS investigations and provide services according to the Michigan Child Protection Law.
- Conduct universal screening for drug and alcohol use/abuse/dependency for all cases substantiated for child abuse and neglect in Cass County.
- Designate CPS and foster care staff and supervisors to serve on the CCFTC Treatment Team reviewing potential CCFTC cases for eligibility criteria, and assisting in the assessment and treatment planning and revisions for participating parents, children, and families, and additional participant level decisions.
- Assume costs as agreed upon or as mandated by the State and Federal governments for drug testing and other treatment and/or ancillary services provided to CCFTC Parent and Child Participants.
- Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

- Assist in compilation of recidivism and other statistical data-gathering relative to current and past CCFTC Participants.

Cass County Prosecutor agrees to:

- Serve as the lead agency for prosecuting on behalf of drug endangered children.
- Designate CPS and foster care staff and supervisors to serve on the CCFTC Treatment Team reviewing potential CCFTC cases for eligibility criteria, and assisting in the assessment and treatment planning and revisions for participating parents, children, and families, and additional participant level decisions.
- Designate prosecutors who will actively participate in CCFTC, and interact in a non-adversarial manner to address revocations, plea agreements as they apply to Participants.
- Assist in compilation of recidivism and other statistical data-gathering relative to current and past CCFTC Participants.
- Discuss CCFTC cases with a concurrent criminal case and consider reduced incarceration based on the participants' success in CCFTC.
- Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

Cass County Bar Association agrees to:

- Support and encourage Bar Association members to contribute and participate in CCFTC caseload and Drug Treatment Court conferences and training seminars.
- Members of the Michigan State Bar Association serving as attorneys to Parent and Child CCFTC Participants shall review any CCFTC Participant Contract with that Participant prior to acceptance into the FTC Program.
- Attorneys to Parent and Child CCFTC Participants shall advocate for the Participant during CCFTC Team Meetings and CCFTC proceedings in a non-adversarial manner, assisting with the negotiation of plea agreements, and completion of necessary documents to facilitate the treatment process of the Participant.
- Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.
- Serve as a collaborative agency in identifying and referring potential participants to CCFTC.
- Assist in compilation of recidivism and other statistical data-gathering relative to current and past CCFTC Participants.

Woodlands Addictions Center agrees to:

- Serve as the lead agency for providing substance abuse evaluations, diagnosis and substance abuse treatment plan recommendations, and provision of or access to substance abuse treatment, aftercare and/or referral.
- Facilitate access to a continuum of care for Participants while advocating on behalf of the Participant for the integrity of CCFTC.
- Designate CPS and foster care staff and supervisors to serve on the CCFTC Treatment Team reviewing potential CCFTC cases for eligibility criteria, and assisting in the assessment and treatment planning and revisions for participating parents, children, and families, and additional participant level decisions.
- Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.
- Assist in compilation of recidivism and other statistical data-gathering relative to current and past CCFTC Participants.

All Participating Agencies and Individual CCFTC Team Members agree to:

- Comply with all CCFTC policies and procedures, whether legislative, written or previously established by consensus of the FTC Team Members.
- Attend and participate collaboratively and co-equally at scheduled CCFTC Team meetings, and with CCFTC Team Members, during the full course of a Participant's CCFTC treatment.
- Attend Drug Treatment Court conferences and training seminars, according to availability of funding and staffing availability.

- Disseminate information to their respective agency regarding governing State and Federal laws applying to CCFTC Programs and Participants.
- Educate peer professionals about CCFTC, and develop community linkages that will enhance the effectiveness of the CCFTC.
- Unite around a single goal of therapeutic jurisprudence to address underlying problems of substance abuse, domestic violence, abuse/neglect of children, and juvenile delinquency and to protect the general safety and well being of the community at large.

G. Mutual Indemnification: The agencies and individual Team Members participating in CCFTC agree to indemnify, defend and hold harmless each other and their officers, agents and employees from any and all claims, actions or proceedings arising solely out of the acts or omissions of the indemnifying agency or individual in the performance of this Memorandum of Understanding.

Participating agencies agree that each is acting in an independent capacity and not as officers, employees or agents of other participating agencies or individual CCFTC Team Members.

H. Term of Agreement: This Agreement is effective on the date of its execution by participating agencies and individuals, and may be renewed each year upon the mutual agreement of all parties. All terms and conditions of the Agreement are subject to the continuation of CCFTC funding and the CCFTC Program.

I. 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. Provisions.

J. Termination of Memorandum of Understanding: Upon mutual consent of the CCFTC and CCFTC Team Members, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the CCFTC Programs. 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 calendar day written notice of termination.

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

L. Signatures of Authorized Representatives:

6/18/08

Honorable Susan L. Dobrich — Date
Presiding Judge, Cass County Circuit Court, Family Division, Family Treatment Court
269.445.4452, ext 1 Email: SueD@cassco.org

6-18-08

Chris Kadulski — Date
Director, St. Joseph & Cass County Department of Human Services
269.445.0200 Email: KadulskiC@michigan.gov

6-18-08

Victor Fitz — Date
Cass County Prosecutor
269.445.4460 Email: VictorF@cassco.org

6-18-08

Greg Feldman, Attorney at Law — Date
Cass County Bar Association Representative
269.683.0700 Email: FeldmanGreg@comcast.net

6.18.08

Stephen Lehman — Date
Woodlands Addictions Supervisor
269.476.9781 Email: SteveL@woodlandsbhn.org

CCFTC Confidentiality Agreement

I _____ as a participating Team Member or Guest of the Cass County Family Treatment Court, duly recognize my ethical and actual duty to protect the confidentiality of the FTC Team and FTC Parent and Child Participants, when I participate in Team Meetings or FTC proceedings.

I hereby agree:

1. Any information discussed at a Team Meeting shall remain confidential and will not be revealed to anyone.
2. Names of Parent and Child Participants will be disseminated to FTC Team Members only (including law enforcement liaison officers, alternate FTC Team Members).
3. Any information gathered during a 4th waiver search will be shared with team members only unless it relates to evidence of a new crime.
4. Photos, FTC official or administrative files and addresses of FTC Participants will remain confidential, to be used by FTC 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.)

CCFTC Notice of Prohibition of 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.*"

Michael Dodge - C43 2009-01 Approved

From: "Region2 Info" <region2-info@courts.mi.gov>
To: <karenm@cassco.org>, <miked@cassco.org>
Date: 8/10/2009 2:32 PM
Subject: C43 2009-01 Approved
CC: "Region2 Info" <Region2-Info@courts.mi.gov>

C43 2009-01 Approved
Establishment of a Family Dependency Treatment Court

This is to advise that we have reviewed the above referenced administrative order and find that it conforms to the requirements of MCR 8.112(B). This order is being accepted and filed until advised by your court of any change.

James Hughes
Region II Administrator
Michigan State Court Administrative Office
P.O. Box 30048
Lansing, MI 48909
517-373-9353

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