STATE OF MICHIGAN
4th DISTRICT COURT
60296 M-62, Suite #10
Cassopolis, MI 49031
(269) 445-4424

HON. STACEY A. RENTFROW, Judge
(269) 445-4415
NANCY L. BROWN, Court Administrator
(269) 445-4413/nancyb@cassco.org
SANDRA M. OLSON, Probation Officer
(269) 445-4476
MICHAEL ANDERSON, Probation Officer
(269) 445-1148

Traffic Division (269) 445-4430
Criminal Division (269) 445-4477
Civil Division (269) 445-4426
Collections Officer (269) 445-4424
Assignment Clerk (269) 445-4415
Bailiff (269) 445-4429
Facsimile (269) 445-4486
Probation Facsimile (269) 445-1152

Administrative Order 2010-03

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 the Cass County 4th District 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 the participating county prosecuting attorney in the circuit and district court district, a representative of the criminal defense bar, a representative of the community treatment provider and other key parties pursuant to MCL 600.1062. The Memorandum of Understanding describes 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.

9. The court acknowledges that case disposition information regarding drug treatment court participation is unavailable from the Department of State driving record and criminal history record, and failure to use the DCCMIS will result in the absence of a complete record of drug treatment court participation in Michigan courts.

10. 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).

Efective Date: 6-1-10

Date: 5-28-10 Chief Judge Signature: Stacey A. Rentfrow

Stacey A. Rentfrow

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 Adult Drug Court
Memorandum of Understanding

Between
Cass County District Court, Adult Drug Court
And
Cass County District Court Probation
And
Cass County Office of the Sheriff
And
Cass County Community Corrections
And
Cass County Office of the Prosecuting Attorney
And
Cass County Public Defenders
And
Woodlands Behavioral Healthcare Network

A. Program Description / Introduction

This Memorandum of Understanding (MOU) is for the benefit and serves the Cass County Adult Drug Court, hereinafter referred to as the PROGRAM. This MOU is entered into between the Cass County District Court, hereinafter referred to as the Court; Cass County District Court Probation, hereinafter referred to as Probation; Cass County Office of the Sheriff, hereinafter referred to as Law Enforcement; Cass County Community Corrections, hereinafter referred to as Corrections; the Cass County Office of the Prosecuting Attorney, hereinafter referred to as the Prosecutor; the Cass County Public Defenders, hereinafter referred to as Attorney; and 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 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 Key Components of Effective Drug Courts and in 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 TEAM supports the legislative intent for substance abuse treatment recipients to pursue rehabilitation without fear that their substance abuse and subsequent treatment will become public knowledge. All Team Members share in the ethical and actual responsibility for protecting the confidentiality rights of Participants and understand that compliance with confidentiality provisions may require limiting the extent of information disclosed and/or the forum where it is presented.

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 Cass County Adult Drug 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 substance abusing offenders in a judicially supervised program.

The PROGRAM will strive to accomplish this through the goals of (1) Protecting the public through reducing recidivism, in addition to making victims/survivors whole; (2) Improving communication among all stakeholders; and (3) Improving the quality of life of the Participants in leading clean, sober, independent and productive lives. The tools used to provide this assistance will involve strength-based treatment planning and management, mandated treatment, rigorous court supervision, incentives and sanctions and the dedication of caring and knowledgeable collaboration of the TEAM.

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

D. Client Consent Forms

Participants must give informed written consent for disclosure of confidential information. The following required elements are contained in the Cass County Adult Drug Court 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.

Written Communications:

Any faxes and letters sent by any 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 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), 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. The Team agrees that they will perform any act necessary or appropriate for the purpose and the mission of the PROGRAM.

The members of the TEAM should participate in and contribute to decisions that affect the well-being of clients by drawing on the perspectives, values, and experiences of the profession. 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 Cass County District Court agrees to:

a) Serve as the lead agency for applying and administrating grants that support coordination, case management, therapeutic supervision, testing, and other necessary activities of the Program. Responsibilities shall include:
   - Contract with qualified Coordinator and Case Managers to provide and/or coordinate testing and other evaluation, treatment planning, treatment and therapeutic supervision to Participants.
   - Oversee all required data collection performed by Team Members relative to Participants.
   - Monitor Coordination and Case Management for grant and/or contract compliance.
   - Compile requisite evaluation and evidence based program efficacy reports to grantors and stakeholders as requested or mandated.
   - Oversee entry of Participant information into the MDCCMIS database.
   - 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 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, or appoint a Magistrate to preside over, each proceeding and monitor appropriate application of disciplines, sanctions and incentives while maintaining the integrity of the Court.

d) Participate as a collaborative PROGRAM Member; however, the Judge shall make all final determinations when consensus cannot be reached by the TEAM, or as otherwise appropriate under the law.

e) Assist in determining relevant 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.

The Cass County District Court Probation agrees to:

a) Provide services as appropriate based on the departments risk assessment.
b) Give priority to any requests the Drug Treatment Court has regarding any Participants supervised by the agency, provided sufficient staff is available.
c) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
d) Assist in determining relevant cost data related to the PROGRAM.
e) Participate as part of planning and oversight committee of the PROGRAM.
f) Provide data and information regarding the target population.

The Cass 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 prosecutors who will actively participate in the PROGRAM, and interact in a non-adversarial manner to address revocations, plea agreements and application of sanctions and incentives as they apply to Participants.
d) Consider potential or existing Participants to determine possible reduced charges or sanctions based on the Participants' success in the PROGRAM.
e) Assist in compilation of recidivism and other statistical data-gathering relative to Participants who have successfully completed the Program.
g) Assist in determining relevant cost data related to the PROGRAM.
h) Participate as part of planning and oversight committee of the PROGRAM.
f) Provide data and information regarding the target population.
g) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

The Cass County Public 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 drug treatment court.
b) Attorneys to Participants shall review any Contract and documents with the Participant prior to acceptance into the PROGRAM.
c) Attorneys to Participants shall advocate for the Participant during Team Meetings and PROGRAM 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.
d) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
e) Assist in determining relevant 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.

The Cass 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 jail space.
c) Co-assume responsibilities as agreed upon or as mandated by the State and Federal governments for drug testing and ancillary services provided to Participants.
d) Assist in determining relevant cost data related to the PROGRAM.
e) Participate as part of planning and oversight committee of the PROGRAM.
f) Provide data and information regarding the target population.
g) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

The Cass County Community Corrections 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 jail space.
c) Assist in determining relevant cost data related to the PROGRAM.
d) Participate as part of planning and oversight committee of the PROGRAM.
e) Provide data and information regarding the target population.
f) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

The Woodlands Behavioral Healthcare Network agrees to:

a) 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.
b) Serve as a referral source for potential cases meeting criteria for participation in the PROGRAM.
c) Facilitate access to a continuum of care for Participants while advocating on behalf of the Participant for the integrity of the PROGRAM.
d) Assist in determining relevant cost data related to the PROGRAM.
e) Participate as part of planning and oversight committee of the PROGRAM.
f) Provide data and information regarding the target population.
g) Provide and participate in ongoing inter-disciplinary education as funding and staffing permit.

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 Drug Treatment Court conferences and training seminars, according to availability of funding and staffing availability.
d) Disseminate information to their respective agency 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. Mutual Indemnification

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

H. 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.

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.

J. 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.

K. 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.

L. 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.

5-26-10

Honorable Stacey A. Rentfrow — Date
Presiding Judge, Cass County District Court, Adult Drug Court
269.445.4415 Email: staceyr@cassco.org

5-26-10

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

5/26/10

Sheriff Joseph M. Underwood Jr. — Date
Cass County Sheriff
269.445.8644 Email: joeu@cassco.org

5/26/10

Dale Blunier, Attorney at Law — Date
Cass County Public Defender's Representative
269.663.7040 Email: corwinamb@aol.com

5/26/10

Beth Dodge — Date
Community Corrections Advisory Board Manager
269.445.1212 Email: bethd@cassco.org

5/26/10

Sandra Olson — Date
Probation Officer
269.445.3257 Email: sandrao@cassco.org

5/26/10

Kathy Boes — Date
Director of Woodlands Behavioral Health Network
269.445. 2451 Email: kboes@woodlandsbhn.org

Cass County Adult Drug Court
Confidentiality Agreement

I _____ as a participating Team Member or Guest of the Cass County Adult Drug 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 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 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.)

Cass County Adult Drug 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."