

THIRD JUDICIAL CIRCUIT  
OF MICHIGAN

701 COLEMAN A. YOUNG MUNICIPAL CENTER  
2 WOODWARD AVENUE  
DETROIT, MICHIGAN 48226-3413

VIRGIL C. SMITH  
CHIEF JUDGE

(313) 224-5430

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**LOCAL ADMINISTRATIVE ORDER 2013 – 04**

**Third Judicial Circuit  
State of Michigan**

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**SUBJECT: ESTABLISHMENT OF A SWIFT & SURE SANCTIONS PROBATION  
PROGRAM**

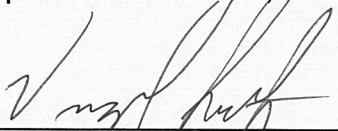
This Local Administrative Order is issued in accordance with Public Act 616, of 2012. The purpose of this Order is to establish a Swift and Sure Sanctions Probation Program (SSSPP) in the Third Judicial Circuit of Michigan (The Court), Criminal Division, and administered by the State Court Administrative Office (SCAO). All policies and procedures comply with Public Act 616, of 2012, and are modeled after Hawaii's Honest Opportunity with Probation Enforcement (HOPE) Program to increase compliance with probation terms by imposing certain, swift, and consistent sanctions for probation violators effective January 1, 2013.

**IT IS ORDERED THAT:**

1. The Court has entered into a Memorandum of Understanding (See Attachment A) with the Wayne County Sheriff's Office, the Michigan Department of Corrections (MDOC), the Wayne County Criminal Defense Bar Association (WCCDBA), and Legal Aid and Defenders Association (LADA) pursuant to Public Act 616, of 2012. The Memorandum of Understanding shall describe the role of each party.
2. The Court has established eligibility requirements consistent with Public Act 616, of 2012, and is modeled after Hawaii's HOPE Program.
3. In compliance with the SSSPP 2013 grant contract, admission is contingent upon a complete pre-admission screening performed by the Michigan Department of Corrections.

4. All participants will be provided with a written agreement and receive a warning hearing prior to participation in the program, in conformance with Public Act 616, of 2012 and Hawaii's HOPE Program.
5. The Court shall maintain case files in compliance with Trial Court General Schedule 16, the Michigan Case Files Management Standards, and assure that medical services to, and information contained in medical records of, persons served under this grant contract, or other such recorded information required to be held confidential by federal or state law, rule or regulation, in connection with the provision of services or other activity under this contract shall be privileged communication.
6. The Court shall comply with the provisions in the SSSPP grant to assure compliance with Health Insurance Portability and Accountability Act (HIPAA) and 42 CFR Part 2 (See Attachment B- 2013 SSSPP Grant Contract, Item #10).
7. The Court has established, as part of its program requirements, policies and procedures to assure compliance with Public Act 616, of 2012 and Hawaii's HOPE Program.
8. Pursuant to the 2013 SSSPP Grant Contract, The Court shall provide SCAO with the records and reports identified in the application assurances and administrative requirements for the SSSPP 2013 grant contract: financial quarterly reports, quarterly Drug Court Case Management Information Systems (DCCMIS) Data Validation and DCCMIS Data Exception Reports, and DCCMIS Audit Reports. SCAO shall have access to, and the right to evaluate, inspect, examine, audit, observe, excerpt, copy, or transcribe any pertinent transaction, books, accounts, data, time cards or other records related to the SSSPP 2013 Grant Contract (See Attachment B- 2013 SSSPP Grant Contract, Items #15, 16 & 17).
9. The Court shall use the Drug Court Case Management Information Systems (DCCMIS) to maintain and submit the minimum standard data as determined by SCAO while receiving grant money from SCAO.
10. The Court acknowledges that case information regarding the SSSPP participants is unavailable from Michigan criminal history records, and failure to complete the required DCCMIS reports will result in the absence of complete data and/or records for evaluation of the SSSPP as per Public Act 616, of 2012.

Dated: August 21, 2013

  
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Virgil C. Smith, Chief Judge  
Third Circuit Court

## MEMORANDUM of UNDERSTANDING SSSPP

### **A. Program Description/Introduction**

This agreement is entered into between Third Judicial Circuit Court of Michigan (Wayne County) Criminal Division, Swift and Sure Sanctions Probation Program, hereafter referred to as SSSPP (grant funding source: the Michigan State Court Administrative Office); the Michigan Department of Corrections – Field Operations, hereafter referred to as MDOC; Wayne County Criminal Defense Bar Association and Legal Aid and Defenders Association, hereafter referred to as Defense Attorneys; and Wayne County Sheriff's Office, hereafter referred to as WCSO, to document roles and responsibilities of each agency as members of the SSSPP Team. For purposes of brevity, other agencies, such as ancillary service providers are not included in this MOU, as they function on an ad hoc basis.

### **B. Mission Statement**

The mission of the SSSPP is to enhance probation compliance, rehabilitate offenders, reduce recidivism, and ensure successful community re-entry for the target population of Wayne County probationers that have been identified as multiple violators. The tools used to accomplish these goals are mandated treatment, intensive court supervision, and most importantly, sanctions, which will be swift and certain.

### **C. Provisions**

To this end, each agency agrees to participate by coordinating and/or providing the following:

#### **Third Judicial Circuit of Michigan**

- Designate judges, courtroom clerks and other necessary staff as needed to the SSSPP.
- Comply with all SSSPP policies and procedures.
- Send representatives to SSSPP conferences and training seminars, based on availability of funding.
- Presiding Judge to participate as team member.
- Accept fiduciary responsibility of funds allocated by grant funding source. As such, the Court will ensure that all expenditures of grant funds are in compliance with allowable expenses per the grant funding source.

- Ensure that all financial reporting and data analysis report is timely, accurate, and in compliance with all SSSPP reporting policies and procedures.

## **MDOC**

- Use and complete COMPAS screening tool.
- Make referrals, where appropriate.
- Provide intensive supervision with the assistance of Third Circuit Court Case Managers.
- Order and report on urinalysis tests conducted on participants.
- Attend team meetings

## **Defense Attorneys**

- Seek justice and argue for appropriate sanctions on behalf of defendants
- Present the defendant's position in most favorable light
- Prepare for matters by reviewing pertinent information relative to the case
- Review SSSPP requirements with participants to ensure understanding of the necessary commitment.
- Participate fully as a team member by attending meetings and providing feedback

## **WCSO**

- Screen potential participants who are in custody for eligibility into the SSSPP
- Attend courtroom hearings related to the SSSPP as part of regular courtroom responsibilities including, but not limited to providing security.
- Attend SSSPP meetings and provide information to the SSSPP Team members regarding each participant's progress and participation in jail based programs
- Locate and apprehend violators
- Accompany MDOC on compliance checks (if needed)
- Provide adequate housing for participants sanctioned with mandatory jail stays.

## **D. Term of Agreement**

The agreement is effective on date of full execution and may be renewed each year upon mutual agreement of all parties. Termination of this agreement shall occur by 60-day

written advanced notice of one party to the other, or upon mutual written consent of the parties for a shorter notice period.

**E. Consideration**

The MOU does not involve an exchange of funds. The parties, instead, agree to participate in an exchange of services as specified in Item C, Provisions.

**F. Terms and Conditions**

All terms and conditions of the agreement are subject to continuation of SSSPP funding.

**G. Termination of Memorandum of Understanding**

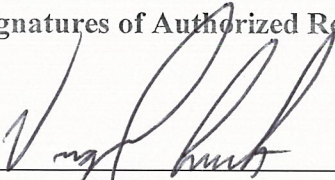
Upon mutual consent of all parties, this Memorandum of Understanding is subject to further negotiation and revision as required to support the needs of the SSSPP. Any changes shall be in writing and signed by all parties herein or their duly appointed representatives authorized to act on their behalf.

This Memorandum of Understanding may be terminated by any party for any reason by giving thirty (30) calendar days written notice.

**H. Expiration**

This Memorandum of Understanding will be reviewed on a yearly basis by the Third Judicial Circuit Court SSSPP team members and revised as necessary upon mutual agreement of all parties.

Signatures of Authorized Representatives:

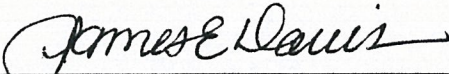
  
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Judge Virgil C. Smith  
Chief Judge, Third Judicial Circuit Court

4-18-13  
\_\_\_\_\_  
Date

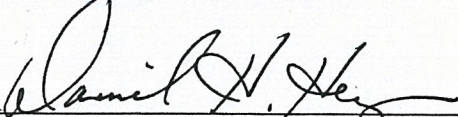
  
\_\_\_\_\_  
Ronald R. Ruffin or Designee  
Executive Court Administrator

4-17-13  
\_\_\_\_\_  
Date


Signatures of Authorized Representatives (Continued)

  
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Wayne County Sheriff or Designee  
for CHIEF JERIEL HEARD

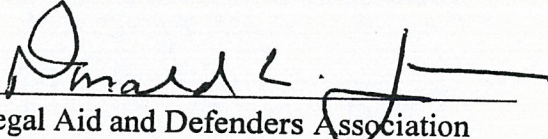
12/11/12  
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Date

  
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Michigan Department of Corrections

4/12/13  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Wayne County Criminal Defense Bar

12-12-12  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Legal Aid and Defenders Association

12-11-12  
\_\_\_\_\_  
Date