



**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 2009 – 09**

**STATE OF MICHIGAN  
THIRD JUDICIAL CIRCUIT**

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**SUBJECT: ESTABLISHMENT OF A JUVENILE DRUG TREATMENT COURT**

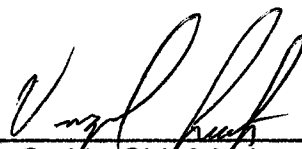
This Administrative Order is issued in accordance with MCL 600.1060 et seq. The purpose of this Order is to establish a Drug Treatment Court in the Family Division – Juvenile Section of Third Judicial Circuit of Michigan (The Court). All policies and procedures comply with the statute and are consistent with the 16 Strategies of Juvenile Drug Courts (Attachment A) promulgated by the National Drug Court Institute and the National Council of Juvenile and Family Court Judges as required by MCL 600.1060(c).

**IT IS ORDERED THAT:**

1. The Court has entered into Memorandum of Understanding (Attachment B) with each participating county prosecuting attorney, a representative of the criminal defense bar, a representative of community treatment providers and other key parties pursuant to MCL 600.1062.
2. The Court has established eligibility criteria consistent with MCL 600.1064 and 600.1068.
3. No participant shall be admitted until a complete pre-admission screening and substance abuse assessment are completed in compliance with MCL 600.1064(3).
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 Juvenile 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 State Court Administrative Office (SCAO) with the minimum standard data established by the SCAO for each individual applicant and participant of the Juvenile 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 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).

Dated: 5-15-09

  
\_\_\_\_\_  
Virgil C. Smith, Chief Judge  
Third Judicial Circuit of Michigan

## ATTACHMENT A

### The 16 Strategies of Juvenile Drug Treatment Courts

- 1) **Collaborative Planning:** Engage all stakeholders in creating an interdisciplinary, coordinated, and systemic approach to working with youth and their families.
- 2) **Teamwork:** Develop and maintain an interdisciplinary, non-adversarial work team.
- 3) **Clearly Defined Target Population and Eligibility Criteria:** Define a target population and eligibility criteria that are aligned with the program's goals and objectives.
- 4) **Judicial Involvement and Supervision:** Schedule frequent judicial reviews and be sensitive to the effect that court proceedings can have on youth and their families.
- 5) **Monitoring and Evaluation:** Establish a system for program monitoring and evaluation to maintain quality of service, assess program impact, and contribute to knowledge in the field.
- 6) **Community Partnerships:** Build partnerships with community organizations to expand the range of opportunities available to youth and their families.
- 7) **Comprehensive Treatment Planning:** Tailor interventions to the complex and varied needs of youth and their families.
- 8) **Developmentally Appropriate Services:** Tailor treatment to the developmental needs of adolescents.
- 9) **Gender-Appropriate Services:** Design treatment to address the unique needs of each gender.
- 10) **Cultural Competence:** Create policies and procedures that are responsive to cultural differences and train personnel to be culturally competent.
- 11) **Focus on Strengths:** Maintain a focus on the strengths of youth and their families during program planning and in every interaction between the court and those it serves.
- 12) **Family Engagement:** Recognize and engage the family as a valued partner in all components of the program.
- 13) **Educational Linkages:** Coordinate with the school system to ensure that each participant enrolls in and attends an educational program that is appropriate to his or her needs.
- 14) **Drug Testing:** Design drug testing to be frequent, random, and observed. Document testing policies and procedures in writing.
- 15) **Goal-Oriented Incentives and Sanctions:** Respond to compliance and non-compliance with incentives and sanctions that are designed to reinforce or modify the behavior of youth and their families.
- 16) **Confidentiality:** Establish a confidentiality policy and procedures that guard the privacy of the youth while allowing the drug court team to access key information.

JEROME C. CAVANAGH  
CHRISTOPHER D. DINGELL  
SHEILA ANN GIBSON  
MARY BETH KELLY  
LYNNE A. PIERCE  
MARK T. SLAVENS  
JUDY A. HARTSEFIELD  
JUDGE OF PROBATE  
FRANK S. SZYMANSKI  
JUDGE OF PROBATE



VIRGIL C. SMITH  
CHIEF JUDGE

LESLIE KIM SMITH  
PRESIDING JUDGE

PETER SCHUMMER, JR.  
DEPUTY COURT ADMINISTRATOR  
JUVENILE DIVISION

## THE CIRCUIT COURT FOR THE THIRD JUDICIAL CIRCUIT OF MICHIGAN FAMILY DIVISION - JUVENILE

### A. Program Description/Introduction

This agreement is entered into between Wayne County 3<sup>rd</sup> Circuit Court, Family Division S.T.A.N.D. Program (Juvenile Drug Court), hereafter referred to as the S.T.A.N.D. Program; Detroit Department of Health and Wellness Promotion; Southeast Michigan Community Alliance; Family Service, Inc.; Wayne County Prosecutor-Juvenile Division; and Legal Aid and Defenders Association, Inc., hereby known as LADA, to document the roles and responsibilities of each agency as members of the Juvenile Drug Court Teams.

### B. Mission Statement

The Wayne County 3<sup>rd</sup> Circuit Court, S.T.A.N.D. Program's Mission reads as follows:

The mission of the S.T.A.N.D. Program (Supervised Treatment for Alcohol and Narcotic Dependency) is to eliminate a juvenile's substance abuse and delinquent behavior by utilizing therapeutic jurisprudence and case management to develop, coordinate and monitor the juvenile's treatment.

### C. Provisions

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

#### Detroit Department of Health and Wellness Promotion

- Linkages with other human service organizations as needed to meet the needs of drug court clients.
- Linkages with the medical health care systems.
- Linkages with locally cultural specific providers.
- Identification of training needs.
- Identification of gaps in service needs.
- Identification of problems in relation to treatment issues.
- Utilization of Block Grant funding to assist clients with no private insurance, Medicaid/MI Child insurance and third party payors.

LINCOLN HALL OF JUSTICE  
1025 E. Forest  
Detroit, Michigan 48207  
(313) 833-5600  
FAX: (313) 833-1787

CLINIC FOR CHILD STUDY  
1025 E. Forest  
Detroit, Michigan 48207  
(313) 833-2800  
FAX: (313) 833-2841

COLEMAN A. YOUNG  
MUNICIPAL CENTER  
2 Woodward Avenue  
Detroit, Michigan 48226  
(313) 224-5260  
FAX (313) 224-6070

## **Southeast Michigan Community Alliance**

- Linkages with other human service organizations as needed to meet the needs of drug court clients.
- Linkages with the medical health care systems.
- Linkages with locally cultural specific providers.
- Identification of training needs.
- Identification of gaps in service needs.
- Identification of problems in relation to treatment issues.
- Utilization of \$25,000.00 in PA2 funds specifically for clients of the S.T.A.N.D. Program and Medicaid or Block Grant funded services determined by Southeast Michigan Community Alliance (SEMCA).

## **Family Service, Inc.**

- Establish and maintain an understanding of the Juvenile Drug Treatment Court services and criteria for admission.
- Provide case management, outpatient and individual and family counseling, group therapy, in-home therapy, and didactic sessions when needed, to achieve the treatment objectives for chemical dependency.
- Conduct bio-psychosocial assessment of referred participants.
- Conduct parent education group sessions.
- Participate at weekly interdisciplinary Juvenile Drug Treatment Court team meetings.

## **Wayne County Prosecutor-Juvenile Division**

- Attendance at all pre-trial conference relating to the S.T.A.N.D. Program.
- Seek justice and argue for appropriate sentencing.
- Prepare for the case by reviewing pertinent case information.
- Review the details of the incident to determine circumstances.
- Assist in determining client appropriateness for the S.T.A.N.D. Program.
- Negotiate the plea under advisement for S.T.A.N.D. with eligible participants and parents.
- Provide feedback during weekly team meetings regarding program progress, concerns and potential endeavors.

## **Legal Aid and Defenders Association, (LADA)**

- Attendance at all pre-trial conference relating to the S.T.A.N.D. Program.
- Seek justice and argue for appropriate sentencing.
- Prepare for the case by reviewing pertinent case information.
- Review the details of the incident to determine circumstances.
- Assist in determining client appropriateness for the S.T.A.N.D. Program.
- Negotiate the plea under advisement for S.T.A.N.D. with eligible participants and parents.

- Provide feedback during weekly team meetings regarding program progress, concerns and potential endeavors.

#### **D. Mutual Indemnification**

The participating agencies 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 indemnifying agency in the performance of this Memorandum of Understanding.

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

#### **E. Term of Agreement**

This Agreement is effective on March 28, 2009, and may be renewed each year upon mutual agreement of all parties.

#### **E. Fiscal Terms**

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

#### **G. Terms And Conditions**

All terms and conditions of the Agreement are subject to the continuation of Drug Court funding for treatment and testing of S.T.A.N.D. Program participants.

#### **H. 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 S.T.A.N.D. Program. 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 a thirty calendar day written notice.

#### **I. Expiration**

This Memorandum of Understanding will be reviewed on a yearly basis by the S.T.A.N.D. Program and revised as necessary upon mutual agreement of all parties.

Signatures of Authorized Representatives:

*Vincent Smith*

*5-7-09*

Chief, Legal Staff  
United Negro College Fund

Date

*R. Puffi*

*5-6-09*

Regional Director, Designated  
Executive Secret, Administrator

Date

*Kareem H. Smith*

*4-30-09*

Chief, Legal Staff  
Director, Dept. of Health, Behavior, and Substance  
Abuse Prevention, Treatment, and Recovery

Date

*Bruce A. Smith*

*4/20/09*

Executive Director of Executive  
Office of Legislative  
Affairs, Michigan Community Alliance

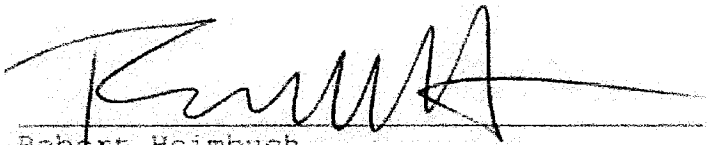
Date

*David A. Smith*


*5/6/09*

Executive Director  
National Center for  
Community Corrections

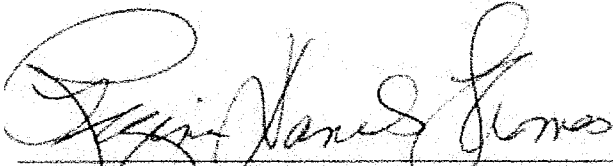
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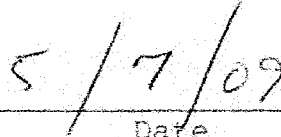
Robert Heimbuch  
Deputy Chief Wayne County Prosecutor



Date



Regina Daniels Thomas or Designee  
Chief Counsel, LADA



Date



WAYNE COUNTY 3<sup>RD</sup> CIRCUIT COURT  
JUVENILE DRUG COURT  
(STAND-SUPERVISED TREATMENT FOR ALCOHOL AND NARCOTIC DEPENDENCY)

CLINTONDALE CONTINUING EDUCATION CENTER AGREEMENT

This agreement is made between Clintondale Continuing Education Center (CCEC), whose address is 22280 E. Price Drive, Clinton Township, Michigan 48035 AND the Wayne County 3<sup>rd</sup> Circuit Court-Family Division/Juvenile, whose address is 1025 E. Forest, Detroit, Michigan 48207.

The Wayne County 3<sup>rd</sup> Circuit Court, will engage the services of CCEC to perform the following duties as an educator for Wayne County 3<sup>rd</sup> Circuit Court's Juvenile Drug Court (hereby known as STAND) and Intensive Probation Unit participants in accordance with the terms and conditions set forth in this agreement:

- a. Participants would be allowed to access their virtual learning school to obtain a GED or high school diploma.
- b. Participants would be enrolled as students of Clintondale Community Schools.
- c. CCEC would have satellite locations: STAND Program Tutorial Center-Lincoln Hall of Justice and Family Service Dearborn location.
- d. CCEC would provide the necessary number of computers/hardware to accommodate all participants at each location. CCEC would also provide internet connection if not available at the site.
- e. Participants at the Dearborn location would attend two days per week. Participants at the Lincoln Hall of Justice would attend one day at this location and the other day at CCEC located in Clinton Township, Michigan.
- f. STAND Program Tutor (certified teacher) would provide instructional services at Lincoln Hall of Justice and Dearborn locations.
- g. CCEC certified virtual teachers would be on-call for technical and instructional assistance to both locations.

1. **TIME.** It is anticipated that participants would have access 24 hours/7 days per week to work on their lessons. CCEC would have certified teachers available to spend approximately 40 hours per week in addition to certified virtual teachers to be on-call.

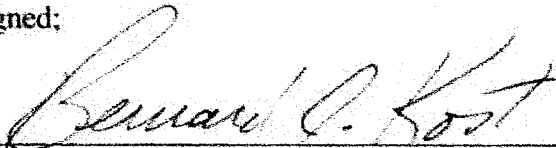
2. **PAYMENT.** All services performed in accordance with this agreement will be in kind. There shall be no monetary compensation due either party under this agreement.

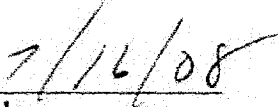
3. **CONFIDENTIAL INFORMATION.** CCEC staff working with the STAND program and the Intensive Probation Unit agree that any information received during any furtherance of his/ her obligations in accordance with this agreement, which concerns the personal,

financial or other affairs of the 3<sup>rd</sup> Circuit Court-Family Division/Juvenile Drug Court and Intensive Probation Unit participants and/or participant families will not be revealed to any other persons, firms or organizations.

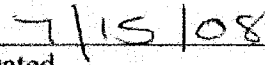
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Signed:

  
\_\_\_\_\_  
Bernard J. Kost  
Executive Court Administrator

  
\_\_\_\_\_  
Dated

  
\_\_\_\_\_  
George Sassin  
Superintendent, Clintondale Community Schools

  
\_\_\_\_\_  
Dated

WAYNE COUNTY 3<sup>RD</sup> CIRCUIT COURT  
JUVENILE DRUG COURT  
(STAND-SUPERVISED TREATMENT FOR ALCOHOL AND NARCOTIC DEPENDENCY)

YOUNG DETROIT BUILDERS AGREEMENT


This agreement is made between Young Detroit Builders, whose address is 1432 Leverette, Detroit, Michigan 48216 AND the Wayne County 3<sup>RD</sup> Circuit Court-Family Division/Juvenile, whose address is 1025 E. Forest, Detroit, Michigan 48207.

The Wayne County 3rd Circuit Court, will engage the services of Young Detroit Builders to perform the following duties as an educator for Wayne County 3<sup>rd</sup> Circuit Court's Juvenile Drug Court (hereby known as STAND) and Intensive Probation Unit participants in accordance with the terms and conditions set forth in this agreement during the period of January 1, 2009 through December 31, 2010:

- a. Participants would be allowed to attend preparation classes to obtain a GED and receive on the job training in the skilled construction trades.
  - b. Participants would be enrolled as students of the Youth Build Program.
  - c. Young Detroit Builders would provide participants with referral services for case management (as warranted) and incentives for those meeting program attendance requirements.
  - d. Young Detroit Builders would provide four drug screen assessments throughout the program cycle and additional monetary incentives for participants remaining substance free.
  - e. Young Detroit Builders would provide job readiness training and job placement assistance for qualified graduates as well as follow-up counseling.
1. **TIME.** It is anticipated that participants would have to participate in a full-time, 10-month program. After completion of a three-week orientation program, a small stipend is paid to students who are accepted into the program. Participants are given the option of spending an additional 12 months in the program and at the end of the program; they would receive an award to be used toward higher education.
2. **PAYMENT.** All services performed in accordance with this agreement will be in kind. There shall be no monetary compensation due either party under this agreement.
3. **CONFIDENTIAL INFORMATION.** Young Detroit Builders staff working with the STAND program and the Intensive Probation Unit agree that any information received during any furtherance of his/ her obligations in accordance with this agreement, which concerns the personal, financial or other affairs of the 3<sup>rd</sup> Circuit Court-Family Division/Juvenile Drug Court and Intensive Probation Unit participants and/or participant families will not be revealed to any other persons, firms or organizations.

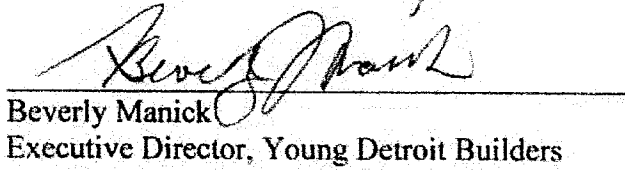
IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

Signed:



Peter Schummer, Jr.  
Juvenile Court Administrator

1/12/09  
Dated



Beverly Manick  
Executive Director, Young Detroit Builders

January 9, 2009  
Dated