



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586-469-5125 FAX 586-469-5993
macombcountymi.gov/boardofcommissioners

COURTS AND LEGAL AFFAIRS COMMITTEE

TUESDAY, NOVEMBER 9, 2010

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Adoption of Agenda
4. Approval of Minutes dated August 10, 2010 (previously distributed)
5. Public Participation (five minutes maximum per speaker, or longer at the discretion of the Chairperson related only to issues contained on the agenda)
6. Approve FY 2010 Access and Visitation Contract / Friend of the Court (mailed)
7. Authorize Filing of Juvenile Accountability Block Grant to Support Juvenile Drug Court Operations (mailed)
8. Monthly Reports from Corporation Counsel (mailed)
9. New Business
10. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
11. Adjournment

MEMBERS: Crouchman-Chair, Sprys-Vice Chair, DiMaria, Sauger, Rocca, Doherty, Tocco, Carabelli, Lampar and Gielegghem (ex-officio)

MACOMB COUNTY BOARD OF COMMISSIONERS

Andrey Duzyj - District 1
Marvin E. Sauger - District 2
Phillip A. DiMaria - District 3
Toni Mocerì - District 4
Susan L. Doherty - District 5

Sue Rocca - District 7
David Flynn - District 8
Robert Mijac - District 9
Ken Lampar - District 10
Ed Szczeponski - District 11

James L. Carabelli - District 12
Don Brown - District 13
Brian Brdak - District 14
Keith Rengert - District 15
Carey Tomice - District 16

Paul Gielegghem
District 19
Chairman

Kathy Tocco
District 20
Vice Chair

Joan Flynn
District 6
Sergeant-At-Arms

Ed Bruley - District 17
Dana Camphous-Peterson - District 18
Irene M. Kepler - District 21
Frank Accavitti Jr. - District 22

William A. Crouchman - District 23
Michael A. Boyle - District 24
Kathy D. Vosburg - District 25
Jeffery S. Sprys - District 26

6

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

RESOLUTION TO approve the Fiscal Year 2010 Access and Visitation Contract in the amount of \$13,550.00, which is 100% federally funded. This contract covers the period of October 1, 2010 through September 30, 2011.

INTRODUCED BY: William A. Crouchman, Chairperson, Courts and Legal Affairs Committee

COMMITTEE/MEETING DATE:

Courts: Legal Affairs 11-9-10

The Circuit Court

For

The Sixteenth Judicial Circuit of Michigan
40 N. Main Mt. Clemens, MI 48043 (586) 469-5160

Circuit Judges

PETER J. MACERONI
MARY A. CHRZANOWSKI
DONALD G. MILLER
JAMES M. BIERNAT, SR.
MARK S. SWITALSKI
EDWARD A. SERVITTO, JR.
RICHARD L. CARETTI
ANTONIO P. VIVIANO
MATTHEW S. SWITALSKI
DIANE M. DRUZINSKI
TRACEY A. YOKICH
JOHN C. FOSTER
DAVID F. VIVIANO



LYNN M. DAVIDSON
Friend of the Court

DAVID T. ELIAS
Family Court Counsel/Referee

THOMAS F. BLOHM
Enforcement Division Director

LYNDA L. GRILLO
Clerical Services Supervisor

MEMORANDUM

TO: William A. Crouchman, Chairman, Courts & Legal Affairs Committee
FROM: *LMD* Lynn M. Davidson, Friend of the Court
DATE: October 13, 2010
RE: FY 2011 Access and Visitation Contract

Please find enclosed the Fiscal Year 2011 Access and Visitation Contract. Please place this renewal contract on the agenda for the November 9, 2010 Courts & Legal Affairs Committee meeting. I am also requesting that you present this contract at the Full Board meeting scheduled for November 23, 2010. This contract funds supervised visitation/parenting time, as well as provides a neutral setting for parents to exchange children during a parenting time period. The Macomb County Friend of the Court in conjunction with C.A.R.E. (Community Assessment Referral & Education) will facilitate cases that are referred by the Macomb County Family Court, where parties require a supervised setting due to violence or other risk factors. The contract covers the period of October 1, 2010 through September 30, 2011. The County of Macomb is allotted \$13,550.00 to provide this service for fiscal Year 2011.

This program will be 100% funded by the Federal Access and Visitation Grant and participant co-pays. The State Court Administrative Office of the Michigan Supreme Court will continue to monitor the services offered.

Should you need any further information, please feel free to contact my office.

LMD/njb
Enclosures

FORMER JUDGES

James Spier
Alton Noe
Howard Carroll
George Deneweth
Edward Gallagher
Frank Jeannette

Walter Cynar
Raymond Cashen
Hunter Stair
Robert Chrzanowski
Kenneth Sanborn
James Daner

John Roskopp
Lawrence Zarkoff
Kathleen Jansen
John Bruff
Michael Schwartz
Frederick Balkwill

Deborah Servitto
George Steeh
George Montgomery
Lido Bucci
Pat Donofrio

TO: GEORGE E. BRUMBAUGH, JOHN P. ANDERSON and JOHN H. FOSTER
FROM: LYNN M. DAVIDSON, FRIEND OF THE COURT
SUBJECT: CONTRACT/PROGRAM REVIEW REQUEST

COPY

Title FISCAL YEAR 2011 ACCESS AND VISITATION CONTRACT FOR THE FRIEND OF THE COURT

File _____

Department FRIEND OF THE COURT

Contact Person LYNN M. DAVIDSON

Date Submitted SEPTEMBER 29, 2010

Telephone Number 586-469-5750

BOARD OF COMMISSIONERS/COMMITTEE APPROVAL DATE _____


Status: Check appropriate box

Initial Revision Extension Final

Other (Please explain below)

Other _____

OFFICE OF CORPORATION COUNSEL

Approved  Dated 10-4-10
George E. Brumbaugh


Rejected* _____ Dated _____

OFFICE OF RISK MANAGEMENT

Approved  Dated 10/5/10
John P. Anderson

Rejected* _____ Dated _____

FINANCE DEPARTMENT

Approved  Dated 10-6-10
John H. Foster

Rejected* _____ Dated _____

Contract/Program Synopsis

*When Rejected Attach Explanation

RECEIVED

SEP 29 2010

CORPORATION COUNSEL

RECEIVED

Risk Management & Safety

AGREEMENT

**Michigan Supreme Court
State Court Administrative Office**

-and-

**16th Circuit Court
Macomb County Friend of the Court
40 North Main Street, 6th Floor, Court Building
Mt. Clemens, Michigan 48043**

This Agreement, effective October 1, 2010, and ending September 30, 2011, is made between the State Court Administrative Office (SCAO), P.O. Box 30048, Lansing, Michigan, 48909, and 16th Circuit Court, Macomb County Friend of the Court (Contractor), 40 North Main Street, 6th Floor, Court Building, Mt. Clemens, Michigan, 48043.

I. ENGAGEMENT OF THE CONTRACTOR

- 1.1 The State Court Administrative Office (SCAO) is the administrative agency of the Michigan Supreme Court and is responsible for administering the Federal Grants to States for Access and Visitation Grant Programs to courts to provide direct services that increase noncustodial parents' access to and visitation with their children. This program is administered by the Department of Health and Human Services, Administration for Children and Families, Catalog of Federal Domestic Assistance Number 93.597.
- 1.2 The SCAO is contracting with the Contractor to provide direct services that support and facilitate noncustodial parents' access to and visitation with their children. Supervised (including monitored and therapeutic) parenting time and neutral drop-off and pick-up services are eligible for reimbursement under this Agreement.

II. AGREEMENT RELATIONSHIP

- 2.1 The relationship of the Contractor to the SCAO is that of an independent contractor, and no benefits or liabilities, such as employment benefits or liabilities, personal injury, or property insurance rights or liabilities, or any other rights or liabilities arising out of an agreement for hire or employer-employee relationship, either express or implied, shall arise or accrue to either party as a result of this Agreement.
- 2.2 Under the general administrative oversight of the SCAO, the Contractor will perform the services required under this Agreement. The Contractor is responsible for benefits or liabilities resulting from its relationship with a subcontractor. For purposes of workers' compensation liability or other actions of employee-related liability, the Contractor understands and agrees that all persons providing direct services pursuant to this Agreement are not employees of the SCAO or of the Michigan Supreme Court.

III. SCOPE OF SERVICES

3.1 The total Access and Visitation Grant Program funding amount available to the Contractor under this Agreement is \$13,550.00. The services identified by the Contractor in its "Access and Visitation Grant Program Funding Application for Fiscal Year 2011" are considered the description of services eligible for reimbursement under this Agreement.

3.2 The Contractor agrees to:

3.2.1 Provide supervised (including monitored and therapeutic) parenting time services and/or neutral drop-off and pick-up services that support and facilitate noncustodial parents' access to and visitation with their children.

3.2.2 Maintain safeguard procedures that assure the confidentiality of service recipients' personal information and that ensure that the direct services are conducted in safe and neutral environments.

3.2.3 Comply with all monitoring, evaluation, and reporting requirements in accordance with regulations prescribed by the Federal Secretary of Health and Human Services, and comply with the SCAO's financial and reporting requirements.

3.2.4 Prepare, complete, and submit a quarterly "Program Worksheet" and "Access and Visitation Grant Program Invoice" to the SCAO by 5:00 p.m. on the following dates:

| | Reporting Period: | Due Date to SCAO |
|-------------------------|-------------------------------------|-------------------------|
| 1 st Quarter | October 1, 2010 – December 31, 2010 | January 20, 2011 |
| 2 nd Quarter | January 1, 2011 – March 31, 2011 | April 20, 2011 |
| 3 rd Quarter | April 1, 2011 – June 30, 2011 | July 20, 2011 |
| 4 th Quarter | July 1, 2011 – September 30, 2011 | October 7, 2011 |

3.2.5 Complete and submit additional federally and statutorily required reports to the SCAO.

3.2.6 Permit the SCAO or any of its identified agents to inspect, observe, and monitor the facilities and program operations authorized by this Agreement by conducting site visits, interviewing direct service providers, and viewing court and service provider case records, receipts, client/user complaints, and internal statistical service reports.

3.2.7 Assess, during midfiscal year, the direct service expenditures and project anticipated unspent funds. The Contractor agrees that the SCAO, in consultation with the Contractor, may amend this Agreement by downwardly adjusting the award amount to permit redistribution of funds to other currently funded Access and Visitation Grant Programs if it appears that the Contractor will underspend the original Agreement amount.

- 3.3 Proposed changes in either the subcontracted service contractor or rates for services provided may not be adopted without the written consent of the SCAO.

IV. AGREEMENT PERFORMANCE

- 4.1 The SCAO agrees to pay the Contractor a total amount not exceeding the Agreement award amount for the provision of direct services authorized by this Agreement. All payments for the proper performance of this Agreement will be made after the Contractor submits a quarterly "Access and Visitation Grant Program Invoice" including documentation of expenses by the dates appearing in Section 3.2.4.
- 4.2 Failure to submit reports by the dates listed in this Agreement may result in delayed reimbursements, or termination of this Agreement, and may preclude the Contractor from consideration for Access and Visitation Grant Program funding in future funding cycles.
- 4.2.1 For a first instance of failing to comply with the reporting requirements described in this Agreement, the SCAO will electronically notify the Contractor of the reporting noncompliance. Reimbursement may be delayed until the end of the subsequent reporting quarter.
- 4.2.2 For a second instance of failing to comply with the reporting requirements described in this Agreement, the SCAO will electronically notify the Contractor of the reporting noncompliance. Reimbursement may be delayed until the end of the fourth quarter.
- 4.2.3 For a third instance of failing to comply with the reporting requirements described in this Agreement, the SCAO may terminate this Agreement by delivering notice to the Contractor of the termination date, and may elect to notify the Contractor of its preclusion from consideration for future Access and Visitation Grant Program funding.
- 4.3 The Contractor agrees that it will not use Access and Visitation Grant Program funds for purposes not authorized by this Agreement. The Contractor agrees to expend the Agreement award amount on direct services authorized in the "Access and Visitation Grant Program Funding Application for Fiscal Year 2011." Funding provided by this Agreement may not be used as security or to guarantee payments for any non-Access and Visitation Grant Program, for direct service obligations, or as loans for other activities.

- 4.4 All reports and invoices are to be submitted to:

Michelle Hilliker
Financial and Statistical Management Analyst
State Court Administrative Office
Office of Dispute Resolution
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
hillikerm@courts.mi.gov

V. TERM OF AGREEMENT

- 5.1 This Agreement is subject to and conditioned upon the availability of the Federal Access and Visitation Grant Program funds.
- 5.1.1. In the event the SCAO determines the Federal Access and Visitation Grant Program funding is unavailable or determines these services or funds are restricted, the SCAO may immediately terminate this Agreement by written notice to the Contractor at any time before the completion of this Agreement.
- 5.2 This Agreement, upon the SCAO's securing Federal Access and Visitation Grant Program funds, is effective on October 1, 2010, when signed by the Deputy State Court Administrator, the Friend of the Court, and any other person with legal authority required to execute this Agreement, and expires on September 30, 2011.
- 5.3 The SCAO does not commit to continuation or expansion of the activities covered by the terms of this Agreement.

VI. METHOD OF PAYMENT

- 6.1 The Actual Direct Service Cost Reimbursement Method will be used to claim reimbursement under this Agreement. The "Access and Visitation Grant Program Funding Application for Fiscal Year 2011" details the total maximum award amount available to the Contractor and the types of direct services eligible for reimbursement by this Agreement.
- 6.2 Upon receiving timely completed "Access and Visitation Grant Program Invoice" forms, the SCAO will reimburse the Contractor for the costs of providing authorized direct services to families during the reported quarterly period. Only the services provided during the reported quarter are eligible for reimbursement under this Agreement.
- 6.3 A completed "Access and Visitation Grant Program Invoice" form must include the total requested reimbursable amount, and must list the court case numbers for the families that actually received eligible direct services during the reported quarter.

- 6.4 Reports are considered timely when received by the SCAO no later than the due dates listed in Section 3.2.4.

VII. TERMINATION

- 7.1 The SCAO reserves the right to cancel this Agreement, in whole or in part, at any time the SCAO determines that termination is in its best interest. Grounds for termination of this Agreement may include, but are not limited to, the availability of Federal Access and Visitation Grant Program funding. The SCAO will terminate services by delivering a written notice to the Contractor that specifies the terminated services and the effective termination date.
- 7.2 At the time this Agreement is terminated, the Contractor will complete and submit an "Access and Visitation Grant Program Invoice" for reimbursement of direct services provided during the termination quarter.
- 7.3 At the time of termination and upon the submission of a properly executed invoice, the SCAO will reimburse the amount owed to the Contractor.
- 7.4 The Contractor will reimburse overpayments in excess of authorized reimbursable expenditures to the SCAO within 30 days of notice of termination or expiration of this Agreement.
- 7.5 Under Executive Order 12549, "Debarment and Suspension" (45 CFR § 92.35), states are prohibited from entering into contracts with parties appearing on the Excluded Parties List System [<https://www.epis.gov/epis/search.do>]. If after executing this Agreement the contractor or subcontractor subsequently appears on the Excluded Parties List System, the SCAO may terminate this Agreement.
- 7.6 Termination, conclusion, or cancellation of this Agreement will not be construed to terminate the ongoing responsibilities or rights of the parties involved in this Agreement as provided in the following subsections: Liability, Rights of Title and Examination, Maintenance and Confidentiality of Records.

VIII. WRITTEN DISCLOSURE

- 8.1 The Contractor and its employees and subcontractors will promptly disclose in writing to the SCAO all writings, inventions, improvements, or discoveries, whether copyrighted, patented, or not, that are written, conceived, made or discovered by the Contractor, its employees or subcontractors jointly with the SCAO or singly by the Contractor or its employees or subcontractors in performing the activities covered by this Agreement. Within each disclosure, the Contractor and its employees will specifically describe and identify the features or concepts considered new or different.

- 8.2 The SCAO shall have the right to request the assistance of the Contractor and its employees or subcontractors in determining and acquiring copyright, patent, or other such protection.

IX. INSURANCE

- 9.1 The Contractor will provide and maintain liability insurance in such amounts as necessary to cover all claims that may arise out of the Contractor's or subcontractor's operations under this Agreement. The Contractor will maintain unemployment compensation coverage and worker's compensation insurance in accordance with applicable federal and state law and regulations. The Contractor will carry all insurance coverage required by Michigan law.

X. LIABILITY

- 10.1 All liability to third parties, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities, such as direct service delivery, to be carried out by the Contractor or the court in the performance of this Agreement shall be the responsibility of the Contractor and the court, and not the responsibility of the SCAO, if the liability, loss, or damage is caused by or arises out of the actions or failure to act on the part of the Contractor, the court, any subcontractor, or anyone directly or indirectly employed by the Contractor, the court, or any subcontractor, provided that nothing herein shall be construed as a waiver of the governmental immunity that has been provided to the Contractor or its employees by statute or court decisions.
- 10.2 The Contractor agrees to safeguard its property and materials against loss of any such property and materials used by the Contractor under this Agreement.
- 10.3 The Contractor warrants that it is not subject to any nondisclosure, noncompetition, or similar clause with current or prior clients or employers that will interfere with the performance of this Agreement.
- 10.4 In the event any action or proceeding shall be brought against the Contractor by reason of any services covered under this Agreement, the Contractor will resist or defend the action or proceeding at its sole cost and expense.

XI. AGREEMENT INCLUSIVENESS

- 11.1 The approved "Access and Visitation Grant Program Funding Application for Fiscal Year 2011" is incorporated by reference and made a part of this Agreement. The parties intend this Agreement to be the complete and final expression of their agreement, oral or otherwise, unless amended in writing and signed by all parties.

XII. COMPLIANCE WITH LAWS

- 12.1 The Contractor shall comply with all applicable laws, ordinances, and federal, state, and local government codes, and shall save and hold the SCAO harmless with respect to any damages arising from any violation of the same.

- 12.2 In accordance with Title XII of Public Law 103-227, the "PRO-KIDS Act of 1994," smoking may not be permitted in any portion of any indoor facility owned or regularly used for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by federal programs whether directly or through state or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used for inpatient drug and alcohol treatment.
- 12.3 The Contractor will not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status pursuant to 1976 PA 453, § 209. The Contractor will also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976 PA 220, and the Federal Rehabilitation Act of 1973, PL 93-112, § 504, 87 Stat 394. The Contractor will comply with the Americans with Disabilities Act of 1990 (ADA), PL 101-336, 104 Stat. 328, which prohibits discrimination against individuals with disabilities and provides enforcement standards. Further, the Contractor will comply with all other federal, state or local laws, regulations and standards as they may apply to the performance of this Agreement. These awards are subject to the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000 (22 USC 7104). The full text of this requirement is found at http://www.acf.hhs.gov/grants/award_term.html.

XIII. CONFLICT OF INTEREST

- 13.1 The Contractor affirms that it has no personal or financial interest, and will not acquire any such interest, direct or indirect, that would conflict in any manner or degree with the performance of this Agreement.

XIV. SUPPLANTATION

- 14.1 The Contractor, as a subcontractor of Federal Financial Assistance, agrees to abide by applicable provisions of the Cost Principles for State and Local Governments issued in 2 CFR 225.
- 14.2 Funding provided by this Agreement may not be used to supplant any funding currently spent on access and visitation programs and may not be utilized for any project already funded by the state or the Title IV-D Cooperative Reimbursement Agreements, unless the money is used to enhance or supplement an established program. Clear distinctions will be made according to acceptable accounting principles, including documentation of the separation of tasks between IV-D personnel and grant personnel, between projects currently funded by IV-D and enhancements or supplements to projects receiving funding by this Agreement.
- 14.3 Under no circumstance will Title IV-D funding be utilized to pay for any expenses, administrative or otherwise, incurred from direct services provided as part of the Federal Grants to States for Access and Visitation.

XV. EXAMINATION, MAINTENANCE, AND CONFIDENTIALITY OF RECORDS

- 15.1 At any reasonable time, the Contractor will permit the SCAO, or any of its identified agents, access to the facilities where services funded by this Agreement are provided and will permit the SCAO, or any of its identified agents, to observe the operation of the program. The Contractor shall retain all books, records, or other documents relevant to this Agreement for seven (7) years after final payment, at its cost. Federal auditors and any persons duly authorized by the SCAO will have full access to and right to examine and audit any of the material during this period. If an audit is initiated before the expiration of the seven-year period, and extends past that period, all documents shall be maintained until the audit is completed. The SCAO will provide findings and recommendations of audits to the Contractor. The SCAO will adjust future payments or final payment if the findings of an audit indicate over or underpayment to the Contractor. If an audit discloses an overpayment to the Contractor, the Contractor will immediately refund all amounts that may be due the SCAO.
- 15.2 The use or disclosure of information concerning families, which is obtained in connection with the performance of this Agreement, will be restricted to purposes directly connected with the administration of the programs implemented by this Agreement and as required by federal regulations and state statute.

XVI. SUBCONTRACTS

- 16.1 The Contractor is responsible to perform all requirements and obligations provided within this Agreement. In the event the Contractor assigns or subcontracts any of its obligations and requirements provided by this Agreement, the Contractor is responsible for the performance of all assignees or subcontractors, and will ensure that the subcontracted agents comply with all provisions and will be subject to all conditions of this Agreement. The SCAO will hold the Contractor responsible for the performance of any subcontractor. The Contractor may not assign its rights nor delegate its duties under this Agreement. Upon the SCAO's request, the Contractor will provide the SCAO with the subcontractors' and direct service Contractors' names and direct contact information, including telephone numbers, fax numbers, and e-mail addresses.

XVII. RIGHTS OF TITLE

- 17.1 The services eligible for reimbursement under this Agreement are provided by the Federal Grants to States for Access and Visitation.
- 17.1.1 Any printed public information, websites, and educational materials describing the services provided by this Agreement will include a written byline that the direct services provided are funded by the Federal Grants to States for Access and Visitation.
- 17.2 The Contractor must clearly identify the specific source of materials that were not originally developed by the Contractor.

- 17.3 The Contractor grants the SCAO a royalty-free nonexclusive license to use and authorize others to use all written or visual material or other work products developed in connection with this Agreement, including all copyrighted materials, whether produced by the Contractor or by subcontractors to perform services pursuant to this Agreement.

XVIII. NOTICE

- 18.1 Any notice relating to or required by the provisions of this Agreement, and all reimbursement invoices made under this Agreement, shall be directed to:

Michelle Hilliker
State Court Administrative Office
Office of Dispute Resolution
Michigan Hall of Justice
P.O. Box 30048
Lansing, Michigan 48909
Phone: 517-373-4839
Fax: 517-373-5748
E-mail: hillikerm@courts.mi.gov

- 18.2 All correspondence relating to this Agreement and the work provided pursuant to this Agreement shall be made to the Contractor at the address below:

16th Circuit Court
Macomb County Friend of the Court
40 North Main Street, 6th Floor, Court Building
Mt. Clemens, Michigan 48043

XIX. SIGNATURE OF PARTIES

19.1 This Agreement will be effective October 1, 2010, only when signed by the Deputy State Court Administrator, the Friend of the Court, and any other person with legal authority required to execute this Agreement. Once the Deputy State Court Administrator signs this Agreement, the provisions will apply to the entire period specified in the Agreement.

CONTRACTOR

Friend of the Court

Date

Date

Date

STATE COURT ADMINISTRATIVE OFFICE

Ms. Dawn Monk
Deputy State Court Administrator

Date

RECYCLABLE PAPER

RESOLUTION NO. _____

FULL BOARD MEETING DATE: _____

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO authorize the filing of the Juvenile Accountability Block Grant in the amount of \$50,767 with a County cash match of \$5,077 to support Juvenile Drug Court Operations. Forward to Budget Committee.

INTRODUCED BY: William Crouchman, Chair, Courts and Legal Affairs Committee

COMMITTEE/MEETING DATE

Courts and Legal Affairs Committee – November 9, 2010

Budget Committee – November 23, 2010

The Circuit Court

For
The Sixteenth Judicial Circuit of Michigan
380 North Rose, Mt. Clemens, MI 48043 (586) 469-5240

Circuit Judges

MARK S. SWITALSKI
MARY A. CHRZANOWSKI
DONALD G. MILLER
JAMES M. BIERNAT, SR.
PETER J. MACERONI
EDWARD A. SERVITTO, JR.
RICHARD L. CARETTI
ANTONIO P. VIVIANO



MATTHEW S. SWITALSKI
DIANE M. DRUZINSKI
TRACEY A. YOKICH
JOHN C. FOSTER
DAVID F. VIVIANO

Court Administrator
JENNIFER M. PHILLIPS

Program Director
NICOLE N. FAULDS

Chief Referee
DANE P. DERUSH

October 28, 2010

Commissioner William Crouchman, Chair
Courts and Legal Affairs Committee
One S. Main, 9th Floor
Mt. Clemens, MI 48043

Dear Commissioner Crouchman:

Please place the request of the Circuit Court – Juvenile Division to authorize the filing of the 12th year Juvenile Accountability Block grant in the amount of \$50,767 on the agenda of the November 9, 2010 Courts and Legal Affairs Committee.

The Juvenile Accountability Block Grant requires a 10% County cash match, which would be \$5,077 for the 2011 fiscal year. The County provided a cash match of \$4,599 in 2010. The grant funds will be used to help pay for intensive treatment services for Drug Court participants.

The Drug Court program provides community-based treatment and intensive probation services to youth who would otherwise be placed in a costly residential facility because of their substance abusing behaviors. The Juvenile Drug Court program has saved over three million dollars since its inception and will continue to provide a cost savings to the County. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Nicole N. Faulds".

Nicole N. Faulds
Program Director

FORMER JUDGES

James Spier
Alton Noe
Howard Carroll
George Deneweth
Edward Gallagher
Frank Jeannette

Walter Cynar
Raymond Cashen
Hunter Stair
Robert Chrzanowski
Kenneth Sanborn
James Daner

John Roskopp
Lawrence Zatkoff
Kathleen Jansen
John Bruff
Michael Schwartz
Frederick Balkwill

Deborah Servitto
George Steeh
George Montgomery
Lido Bucci
Pat Donofrio

At its start, the Juvenile Drug Court program was grant-funded. Its first participants entered the program in September 1999.

The program provides a community-based option for juveniles whose drug/alcohol dependence has led to a level of offending that would, without this program, require residential placement. The table below shows program results, as of 09/24/2009, for juveniles who entered the program in 2008 or an earlier year.

| YEAR | NUMBER ENTERING PROGRAM DURING YEAR | NUMBER AND PERCENT OF GRADUATES | NUMBER AND PERCENT WITH NO JUVENILE PLACEMENT AFTER ENTRY |
|--------------|--|--|--|
| 1999-2000 | 42 | 21 (50%) | 26 (62%) |
| 2001 | 27 | 17 (63%) | 17 (63%) |
| 2002 | 35 | 19 (54%) | 19 (54%) |
| 2003 | 29 | 10 (34%) | 14 (48%) |
| 2004 | 30 | 17 (57%) | 21 (70%) |
| 2005 | 27 | 16 (59%) | 20 (74%) |
| 2006 | 28 | 23 (82%) | 23 (82%) |
| 2007 | 37 | 36 (97%) | 35 (95%) |
| 2008 | 41 (35)* | 27 (77%)* | 18 (65%)* |
| TOTAL | 296 | 182 (61%) | 194 (66%) |

* The data for 2008 reflect:

- For number entering: In parentheses, the number (35) who had exited the program as of 09/24/2009.
- For graduates: The number who had graduated as of 09/24/2009, and the percent that is of the 35 who had so far exited the program. The *number* of graduates will increase as the remainder of this cohort exits the program; the *percent* of graduates may or may not increase.
- For placements: The number who had—as of 09/24/2009—exited the program and also reached the age beyond which juvenile placement could occur, without placement occurring during or after Drug court participation, of the 35 who had so far exited the program. Both the *number* and the *percent* of cases with no juvenile placement will increase as the remainder of this cohort exits the program and reach the age beyond which juvenile placement could occur.

The Juvenile Drug Court program was restructured in 2004, and again in 2006. Those restructurings significantly increased its effectiveness—as reflected in the rising graduation rate, and the rising rate of cases with no residential placement after entry, from 2003 to 2007. The increase continued in 2007 despite a significant increase in program size.

In 2008, entrance criteria were changed to include cases more difficult than were previously accepted. This change was part of a larger effort to reduce the number of juveniles sent to residential placement—and thus to reduce the cost of such placements. As a result, the graduating percentage and the percent with no juvenile placement after entry have begun to drop from their 2007 peaks; but compared to the average for years 1999 through 2007, County savings from avoided juvenile residential placements will stay the same or increase—a savings of \$350,000 or more each year.

As grant funding has diminished, staffing has gradually been absorbed by the Court's pre-existing work force, and the County has provided funding for treatment (drug testing, counseling). Half the County's costs for treatment are reimbursed by the State from the Child Care Fund; total cost to the County for treatment is approximately \$40,000 per year.

The average cost of a juvenile placement is currently \$170 per day, and the average length of stay is 7 months, for an average cost of approximately \$35,700 per juvenile placed. Half this cost is reimbursed to the County by the Child Care Fund, so the cost to the County of a juvenile placement averages approximately \$17,850.

The Juvenile Drug Court program saves the County money each year that it succeeds in avoiding placement for 3 or more juveniles. From its inception through 2008, the program has succeeded in avoiding placement for 14 or more juveniles every year—a cost savings of more than \$200,000 each year since the program started. The costs savings were nearly \$600,000 for the 2007 cohort, will be between \$350,000 and \$500,000 for the 2008 cohort, and have been more than \$3 million to date.

IV. Narrative

A. Problem Statement

The Drug Court program in the Juvenile Division of the 16th Circuit Court has gradually expanded to treat approximately 45 juveniles per year—approximately 10% of the cases placed on probation each year. These juveniles are ones for whom substance use has become so excessive, and/or sufficiently tied to the commission of other offenses, that residential placement is the only other effective alternative. As a result, the Drug Court program has become an accepted and readily available resource for caseworkers and referees. In addition, the Drug Court team has developed a highly effective “sales pitch” to both the juveniles it is designed to serve and to their parents. Drug court has become a linchpin for processing the most difficult nonviolent juvenile delinquency cases. If Drug Court were to be discontinued, the entire probation system would have to be re-organized.

The Juvenile section has weekly meetings of supervisors to do long-range planning for cases that are assumed to need, or have demonstrated that they need, the most intensive treatment to succeed after Court supervision ends. As a disposition, Drug Court is more quickly available than other alternatives—both because it is usually less controversial for all parties concerned, and because it requires less preparation. If Drug Court were to be discontinued, the average time to disposition of the most difficult cases would increase. Since the Macomb County Juvenile Justice Center is now routinely at capacity for detention, the resulting pressure on referees’ dockets would lead to more “shuffling” of hearings and increase the average time to hearings for most cases other than those diverted.

In the last four years, the use of out-of-county residential placement has been cut by more than 50%. The expansion of Drug Court has made about half that decrease possible. Also as

more use is now made of treatment programs located in the Juvenile Justice Center, Drug Court has become a resource for juveniles ending treatment who require careful supervision to maximize the likelihood of success in their transition back into the community—reducing the amount of time in confinement to start with, and reducing the likelihood of further offending that would result in additional confinement.

B. Goals and Outcomes

The recidivism rate for Drug Court graduates in the first 60 months after graduation has been less than 15% to date. The graduation rate has steadily increased to over 90%. So:

- a. The program has been effective at reducing substance use. This conclusion is supported by data from exit interviews—which has shown that the preponderance of graduates have developed alternatives to the use of drugs in the context of lives more focused around positive goals. These results have been particularly evident in the exit interviews in the last four years, as the integration of treatment with Court hearings and case supervision has continually improved.
- b. The program has also been effective at reducing drug-related crime. Approximately 35% of delinquency petitions received each year are re-offenses. This contrasts with the less than 15% re-offense rate over 60 months for Drug Court graduates.
- c. As stated above, the expansion of Drug Court has produced efficiencies, in the case processing of the most difficult cases, that reduces overall pressure on referees' dockets.
- d. We have no direct measure of reduced adult-level incarceration in jails; and the volume of Drug Court is very small compared to the volume of adult prisoners received by the jail each year. Nevertheless, the relatively low rate of recidivism for 60 months after Drug Court graduation suggests that the program is reducing adult offending.

C. Goals and measures:

1. The Drug Court graduation rate will remain above 90%. Measure: the percentage of each annual intake cohort that graduates from the program.
2. At graduation, 100% of Drug Court graduates will have improved school attendance and grades. Measure: School attendance and grades are a routine part of reporting at Court hearings, and are part of the record kept on each participant. A log of entry and exit levels of attendance and grades for all participants will be maintained, and used to calculate the proportion improved.
3. At graduation, 100% of Drug Court graduates will have organized their lives around substance-free activities. Measure: Exit interviews with participants and their families will include questions about daily schedule, common activities, and goals the participants have developed while in the program. Graduates will be rated on 5-point scale based on the coherence of the description of their daily life, and the extent to which activities are focused around positive accomplishments.
4. Fewer than 15% of Drug Court graduates will receive petitions for juvenile offenses or charges in Circuit Court within 60 months after graduation. Measure(s): A follow-up review of CourtView records for each Drug Court participant will be made every six months, and the proportion of graduates with juvenile delinquency petitions or adult charges in Circuit Court will be calculated (within 6 months, 12 month, 24 months, 36 months, 48 months, and 60 months of graduation) for each annual intake cohort.
5. Fewer than 7.5% of participants will be sentenced to long-term residential treatment as a result of failure in the Drug Court program. Measure: proportion of each annual intake cohort that is discharged from the program and placed in residential programs.

6. The cost savings of the Drug Court program to the County will exceed \$1 million dollars per year. Measure:

- the mean *per diem* at the residential placements the Court uses,
- times the mean length of stay in days at residential placements,
- times the number of graduates out of each annual intake cohort;
- and from this total, subtracting:
 - the total program treatment, supervision, and administrative costs,
 - and the costs of short-term detention in the Juvenile Justice Center for participants who violate program rules.

D. Performance Measures

The program team meets weekly to discuss cases appearing for hearings, and to discuss program performance issues that have arisen.

1. Mean number of days from referral to program to program entry. Review will be triggered if this measure shows an increase from one program year to the next.
2. Program caseload, as of the first of each month. Review will be triggered if there is either an increase or decrease of more than 10% from one month to the next, or of more than 5% over a 3-month period.
3. Mean time in each program phase, for persons completing the phase, and mean time from intake to graduation for all graduates. These measures will be compiled for each annual intake cohort, and reported out when the entire cohort has exited the program. Review will triggered if there is a change of more than 5% from one cohort to the next for any of the four measures.

4. Number of drug tests administered each week. Review will be triggered if that number falls below twice the size of the current caseload.
5. Proportion of failed drug tests each month. Review will be triggered if there is a 10% increase in any month over the preceding month.
6. Jail days served as a sanction as a proportion of total participant days each month, and each year. Review will be triggered if there is an increase of more than 10% from one month to the next, or an increase of more than 5% from one program year to the next.

NOTE: The six measures of goals listed in section C will be used as performance measures as well as outcome measures. That is, will those measures will not only be used to determine program success; they will also be used, if the goals are not met, to trigger review of what needs to change programmatically in order to achieve those goals.

E. Description of the Drug Court program

1. Target Population

The target population for the Drug Court program are youth:

- Who are temporary court wards.
- Between the ages of twelve and seventeen.
- Have been assessed to be substance dependent.
- With a parent able to transport/participate in the program.

2. Screening and Eligibility

Potential Drug Court participants are identified:

- By probation officers who find significant substance abuse history in cases assigned to them for pre-disposition reports.
- By Court psychologists who identify significant substance abuse history in cases referred to them for evaluation.
- By Juvenile Division referees who find or suspect significant substance abuse history in cases they hear.
- By probation officers who find repeated failed drug tests in cases they are supervising.

Preliminary eligibility screening of cases, following the assessment, is done by the Program Director—who discusses the case with the assigned Probation Officer and Primary Therapist, and examines all case documentation. The Probation Officer and Therapist interview the parents and juvenile. The interview includes a basic description of the program, its requirements for the youth, and the support expected from parents. The Drug Court staff consider the following:

- The youth's level of acknowledgment of having a substance abuse problem.
- The family's level of acknowledgment that the youth has a substance abuse problem.
- The motivation of the youth to address her/his substance abuse problem and associated criminal behavior.
- The motivation and capacity of the family to provide the effort needed to support the youth's participation in Drug Court.
- The age of the youth.
- Co-occurring mental health disorders.

3. Assessment

Identified potential cases are referred for an assessment, which typically takes place within two weeks of referral. The assessment is conducted by a qualified Court psychologist.

The SASSI is the principal instrument used to assess substance dependence. The DSM IV criteria are also applied, and a history of the context for substance use in the youth's life and among the youth's family members is also examined. Youth are determined eligible for Drug Court if:

- Either the SASSI score or the DSM IV criteria indicate substance dependence.
- Substance use is chronically associated with criminal behavior.
- The daily life of the youth is significantly organized around substance use.
- There is no disqualifying violent behavior in the youth's history.

The assessment process weighs all these factors together in attempting to discern:

- If the youth would likely return to sobriety and a crime-free life with less intensive intervention.
- If the youth would likely fail in the program.

Assessment is concentrated on filling Drug Court with youth who are likely to require incarceration if not accepted into the program, and likely to succeed if placed in it.

No specific assessment criteria automatically exclude a youth from acceptance into Drug Court. The following conditions however, have been found consistently to predict case failure, and will almost always result in rejecting the case for acceptance in Drug Court.

- No adult in the family wants to provide adequate care and support to the youth.
- The youth does not acknowledge, or is not motivated to address, her/his substance abuse problem, and has already reached the age of 16.
- The youth does not acknowledge, or is not motivated to address, her/his substance abuse problem, and the parent(s) is/are unwilling or unable to provide the effort needed to support the youth's participation in Drug Court.

- There are serious co-occurring mental health disorders. Such cases are typically referred to the SED (Severely Emotionally Disturbed) Waiver program through Community Mental Health.

4. Case Processing

Once the assessment process is complete, and a case is accepted, a hearing date for entry into Drug Court is set, and the family is provided the program contract and other forms to be signed.

All participants are required to be Court wards. On some occasions new participants are referred to Drug Court because of a new petition and that petition could be taken under advisement with one of the conditions for dismissal successful completion of the program.

Successful completion of Drug Court is accompanied by release from Court supervision. Unsuccessful completion of Drug Court, if it involves serious probation violations, results in transfer to residential placement. In a handful of cases, families moved out of the County and the youth was granted an administrative discharge from the program and Court supervision. In several instances, cases were discharged not for serious violations, but for want of serious effort. In those cases, the youth was returned to standard probation.

5. Treatment continuum and plan

There is one contracted treatment provider, Sound Counseling, Inc., for the Drug Court program. The Primary Therapist maintains an office at the Circuit Court – Juvenile Division building and all treatment activities are held at this location. This contractor was chosen as the result of a competitive bid process.

The treatment plan is developed by the Primary Therapist in the contracting agency. That plan is reviewed by the Program Director and Probation Officer. The treatment provider

provides an Intensive Outpatient (IOP) substance abuse group treatment and education program, which each participant must attend 3 times per week for a minimum of 10 weeks. The Primary Therapist makes a final judgment about when each participant has met the goals of IOP, so attendance may be mandated for longer than 10 weeks. Serious relapse later in the program has resulted in requiring the participant to return to IOP.

IOP is accompanied by once per week individual/family counseling sessions. The content of the sessions, and the timing and nature of inclusion of other family members is individualized to address the specific emotional and family relational issues that must be resolved to provide the youth with the best chance of ongoing sobriety. These weekly sessions continue throughout the program after IOP ends. The Primary Therapist typically sees participants at the Juvenile Justice Center if they are detained for a week or more for violations; and on occasion sees a youth or family more than once in one week when case considerations suggest it.

If substance use continues beyond rare relapses, participants are sent to a short-term inpatient program available through Kairos in Saginaw. Length of stay is typically two weeks, but has extended to six weeks in particularly acute cases.

Treatment itself is not divided into phases. As described above, 3-times-per-week IOP continues for a minimum of 10 weeks, and until the Primary Therapist determines that the youth has completed the IOP goals related to acknowledgment of his/her substance abuse problem, and knowledge of the nature of addiction and the youth's particular triggers for substance use, the physiological and emotional effects of substance use, and any other treatment-related information directly relevant to the circumstances of the individual. Weekly individual/family

counseling continues throughout the entire program, as does a Saturday group session for participants who have completed IOP.

Once participants graduate they are eligible to participate in a monthly alumni treatment group. This group focuses on relapse prevention and other supportive services.

Two ancillary services are routinely provided.

- (1) The Probation Officer conducts random evening and weekend checks and drug tests (particular PBTs) on participants. This includes verifying claimed employment hours, curfew compliance, and attendance and behavior at special events (like high school proms). The tracker spends enough time with each participant and family over the course of the program to become an additional source of support
- (2) Michigan State University Extension provides mentors for participants when it appears useful and the participant and family are receptive.

6. Program Length

The minimum length of the Drug Court program is twenty-two weeks. There is no established maximum length of stay in the program. The Drug Court has three Phases. Phases I and II are designed to be six weeks in length and Phase III is ten weeks. If a participant relapses their clean time for that Phase starts over again and there must be at least ten consecutive weeks of clean time in order to graduate from the program.

Treatment itself is not divided into phases. As described above, 3-times-per-week IOP continues for a minimum of 10 weeks, and until the Primary Therapist determines that the youth has completed the IOP goals related to acknowledgment of his/her substance abuse problem, and knowledge of the nature of addiction and the youth's particular triggers for substance use, the physiological and emotional effects of substance use, and any other treatment-related

information directly relevant the circumstances of the individual. Weekly individual/family counseling continues throughout the entire program, as does a Saturday group session for participants who have completed IOP.

Participants are required to complete a minimum of three drug tests per week. A missed drug test (no call and no show) is considered positive and the participant's clean time for that Phase will start over again.

7. Case management

Case management is provided by the Drug Court Probation Officers, and is organized around an individualized Development Plan. The Development Plan identifies positive goals for the participant, related to sobriety, emotional development, family relations, academic achievement, employment, career planning, and other issues specific to the participant. The goals are defined with the youth and her/his family, and the Development Plan is a consensus document agreed to by all the Drug Court staff, the youth and his/her parent(s), and formally at the end, by the judge.

The Development Plan identifies three phases. The minimum length of Phases 1 and 2 is six weeks, and of Phase 3 is 10 weeks. The minimum length is determined by the required length of clean time before promotion or graduation. If there is a positive drug test, dilute screen, or missed drug test, the clean time count starts over. In addition, promotion/graduation requires the completion of the goals specified for the phase, and will be delayed until they are achieved. On occasions, goals are modified during the program when it appears that the circumstances of the youth have changed, or that expectations established at the beginning of the program were unrealistic. At times these changes are preceded by the Drug Court staff meeting with the youth and family to address an accumulation of concerns leading to likely case failure.

The Development Plan is connected to the treatment plan. First, some goals and/or steps to goals are included in both. Second, promotion to Phase 3 requires completion of IOP. Otherwise, the two plans are kept separate. The intent is to emphasize treatment as a resource in achieving goals related to a successful life, rather than to focus on it as the center of the program.

The Drug Court team meets weekly to review all cases. Each case is examined with respect to progress toward promotion to the next phase or graduation. As needed, the Program Director arranges interventions with the family, or requests for support from outside organizations, when the Probation Officer or Treatment Provider identifies the need for such intervention.

8. Judicial Supervision.

The Drug Court team meets the day before each hearing date to discuss in detail the cases to be heard, and to prepare the recommendations for each case to be heard. The meetings are attended by the Program Director, the Probation Officers, the Treatment Provider, and (occasionally) the Evaluator.

A two-page probation report is prepared on each case, based on that staffing, that briefly summarizes the current status of the participant in the four areas of home, school, treatment, and community, and provides a history of violations, sanctions, and rewards. This information is provided to the judge in the pre-conference meeting ahead of the Drug Court hearings.

Cases are routinely heard every two weeks. In the last 6 to 8 weeks of Phase 3, if there are no violations, hearings are spaced at 4 weeks. Cases are sometimes heard again one week later, when there are special circumstances calling for extra attention. Special, immediate hearings are called if a violation is serious enough to require immediate confinement, or there is some danger of harm being done to or by the participant.

Status hearings are attended by the Program Director, the Probation Officers, the Therapist, the Drug Court Attorney, the Prosecutor, the Life Skills Coordinator, and the Drug Court Evaluator.

9. Drug Testing

Regular drug testing is conducted three times weekly on Monday, Wednesday and Saturday at the Juvenile Court building. Random testing is also completed at home visits, school visits, and evening/weekend tracking visits. The Drug Court Probation Officers conduct the drug testing using single, five, and/or ten panel instant drug tests. The tests are purchased from Great Lakes Biomedical, Inc. They also provide laboratory confirmation when necessary. The Drug Court program follows all chain of custody procedures.

Response to a positive drug test depends on the actions of the participant. If s/he acknowledges ahead of the test that the test will be positive, and there have been no other recent positive drug tests, the sanction is typically two weeks on house restriction. If s/he acknowledges the use after the test, but before being confronted with the results, the sanction will be house restriction and deferred detention time, or a weekend detention—depending on other circumstances. If s/he does not acknowledge the use before being confronted with it, the sanction for the first positive test in the program, or after long sobriety, is a weekend detention. A second positive drug test is sanctioned by detention for two weekends or a week (depending on school schedule); and a third positive drug test by detention for two weeks or more—the time typically depending on the judge's determination at a particular hearing of the participants' willingness and capacity to avoid further use. Often for a third positive test, and routinely for positive tests beyond a third, a case is re-evaluated, and is likely to receive in-patient treatment or be discharged from the program, depending on the team's assessment of future success.

10. Sanctions and Incentives

Standard sanctions include:

- Verbal warning from the bench.
- A writing assignment.
- Reduction in curfew.
- Extra time in phase.
- House restriction.
- Deferred detention.
- Weekend detention.
- A week's detention.
- Detention until the next hearing.

NOTE: In-patient treatment is never labeled as a sanction, and discharge from the program seldom is. In-patient treatment is considered continuation of treatment in a more intensive setting. Similarly, return to IOP is considered a treatment response, not a sanction. Discharge from the program is usually explained as belated recognition that the program is not suited to the needs of the participant. However, discharge is labeled a sanction for behaviors that go beyond relapse (such as violent behavior, or continuous attempts to subvert the testing regimen).

Also, reduction in phase is used as a sanction only if promotion was granted under false pretenses—that is, the participant lied about or obscured information that would otherwise have delayed promotion. Otherwise, promotion is treated as accomplishment completed; and further violations simply increase time spent in the following phase(s).

Sanctions are often individualized to the participant/situation. For example, one participant was required to give up the keys to his prized 4-wheel vehicle for two weeks as a sanction for riding the vehicle while skipping school.

Standard incentives include:

- Release from detention.
- Setting/extending curfew.
- Promotion/graduation.
- Gift certificates or equivalent.

Individualized incentives typically take the form of granting requests to do things at times or in places that require judicial discretion—temporary suspension of curfew, trips out of state, attendance at events that conflict with treatment sessions.

11. Graduation Requirements

Graduation requirements are individualized to the participant, and graduation occurs when all goals defined in the Development Plan have been achieved. Within that context, certain goals are uniformly included in each Development Plan:

- 6 weeks' continuous clean time before promotion to Phases II and III.
- 10 weeks' continuous clean time in Phase III before graduation.
- Awareness of triggers for substance use, substitution of positive activities for substance use, and knowledge of the physiological effects of substance use.
- Attendance at, or making up, all treatment sessions.
- Completion of Intensive Outpatient treatment (IOP)
- Attendance at, or making up, all Life Skills sessions.

12. Expulsion Criteria

A participant is discharged from Drug Court if:

- S/he commits any act that would have made him/her ineligible for Drug Court initially.
- The Drug Court team determines that effective treatment requires long-term confinement.
- The participant has not completed the goals in her/his Development Plan after long participation in the program; and the Drug Court team determines that the participant can get no further benefit from participation in the program.

13. Sustainability Plan

The 16th Judicial Circuit Juvenile Drug Court began in 1999 solely funded by a several hundred thousand dollar Juvenile Accountability Block Grant. Over time, grant funding has diminished and the County and the State have increased their financial commitment to the Drug Court. Staffing was absorbed into the current Court staffing structure and the Child Care Fund approved additional money for treatment. The graduation rate has continued to rise over the years and the County and State understand the financial benefit of the Drug Court program, as it diverts juveniles from costly residential placements.

The Michigan Drug Court Grant program will allow the Drug Court to provide some additional support to participants and their families to increase their likelihood of success.

F. The Drug Court Team

- Judge: Makes all case decisions (intake, discharge, promotion, graduation, sanctions, incentives, in-patient treatment). Chairs quarterly program planning meetings to review policies and make changes based on experience in the program.
- Program Director: Organizes case assessment, supervises Probation Officers, monitors treatment provision, makes final case recommendations about case intake, promotions, graduation, in-patient treatment, non-standard sanctions, or discharge.
- Probation Officers: Supervises case, maintains contact with parents, the school and treatment staff, enforces Court requirements, precipitates detention in emergency cases. Recommends sanctions for probation violations.
- Primary Therapist: Manages all out-patient treatment, provides individual therapy, runs one of the three IOP group sessions, and the one-a-week group session for participants who have completed IOP. Keeps team informed of progress in treatment.

- Drug Court Attorney: Attends team meetings and hearings to monitor and provide advice to the team to protect the legal rights of participants. Provides legal advice to participants and their families about matters specifically related to status in Drug Court.
- Prosecutor: Attends Drug Court review hearings, negotiates appropriate conditions and plea based resolutions with juveniles, represents the interests of the People of the State of Michigan, and requests sanctions and rewards when appropriate.
- Evaluator: Attends occasional team meetings and hearings, attends quarterly Drug Court planning meeting, provides regular feedback and periodic reports giving his observations on process, case outcome statistics, and patterns related to case outcomes.

The Program Director, Probation Officers, and Primary Therapist meet weekly to review case progress and develop recommendations for court hearings. The entire Drug Court Team meets weekly immediately before the Drug Court hearings to review and discuss recommendations for cases being heard that week. The team also meets with the judge quarterly to take up policy issues as they have emerged from the experience with the program.

G. Evaluation Plan

Background data, and data on performance in the program, are kept for each case by the evaluator to analyze for finding variables/patterns predicting success/failure. The results are communicated orally and in written reports to the Juvenile Division Program Director, the Drug Court Supervisor, and to the entire team as relevant in weekly team meetings and quarterly planning meetings, to improve intake and overall program success.

The Evaluator conducts exit interviews with each participant leaving the program to gather their perceptions of the program, its effects on them, what they think worked and didn't

work, and any recommendation they have for improvement. Observations and recommendations that recur in multiple interviews are provided in reports.

The Evaluator uses the computer system that records information on all juvenile cases to track further Juvenile Court contact for each participant after they leave the program..

The Evaluator will request LEIN checks on each participant during their 21st year and their 26th year to assess adult recidivism rates.

The Evaluator analyzes the available data to calculate:

- Cumulative graduation rates and graduation rates for each 6-month and 12-month entry cohort.
- Juvenile recidivism rates for program participants.
- Comparative recidivism rates, and lag time to recidivism, for program participants and a matched set of non-participants.
- Adult recidivism rates by ages 21 and 26 for program participants. And matched non-participants.
- Participant characteristics, family characteristic, and behavioral patterns in the program associated with program success and failure.

The Evaluator periodically attends weekly team meetings and hearings, meets weekly with the Drug Court Supervisor, and talks periodically with other Drug Court staff, to obtain information about case management and supervision, the use of incentives and sanctions, and the overall flow of cases for screening, assessment, and intake, and through the Drug Court program.

The process evaluation addresses factors that affect the quality and volume of referrals for screening, the adequacy of the screening process, the adequacy of the assessment process, the accuracy of participant and family perceptions of the program at intake, the effectiveness of

sanctions and incentives, the usefulness of the Development Plan, the overall effectiveness of case management, the coherence of the work of different members of the team in their impact on participants and their families.

RECYCLABLE PAPER

RESOLUTION NO.

FULL BOARD MEETING DATE: 11/23/10

AGENDA ITEM: _____

MACOMB COUNTY, MICHIGAN

RESOLUTION TO: RECEIVE AND FILE MONTHLY REPORTS FROM CORPORATION COUNSEL

INTRODUCED BY: WILLIAM CROUCHMAN, CHAIRPERSON, COURTS & LEGAL AFFAIRS COMMITTEE

COMMITTEE/MEETING DATE

Courts & Legal Affairs – 11/09/10

**FREEDOM OF
INFORMATION ACT REQUESTS**

| <u>Date</u> | <u>Department</u> | <u>Requesting Party</u> | <u>Material Requested</u> | <u>Attorney</u> |
|-------------|-------------------|----------------------------------|---|-----------------|
| 7/30/10 | Sheriff/Civil | Don King c/o Donna Ballantyne | Info regarding foreclosure on 13419 Lillian Lane, St. Hgts, MI | J. Meyerand |
| 7/30/10 | Sheriff/Civil | Kenneth Stone | Bid Sheet for 32429 Columbus Dr. Warren, MI | J. Meyerand |
| 7/30/10 | Sheriff/Civil | Ralph Roberts | Foreclosure adjournment Notices for sale on 7/16/10 | J. Meyerand |
| 8/4/10 | Sheriff/Civil | Flo | Adjournment notices for weeks of 6/11/10 thru 7/30/10 | J Meyerand |
| 8/5/10 | Treasurer | Ebony McCord | List of uncashed stale checks | F. Krycia |
| 8/9/10 | Sheriff/Civil | Kelly Dix | Bid Sheet for 25109 Tecla Warren, MI | J. Meyerand |
| 8/13/10 | BOC | Eric Dimoff | Copies of salary and benefits For Commissioner Gielegem | G. Brumbaugh |
| 8/13/10 | Sheriff/Civil | Florence Russi | Adjournment notices for weeks of 12/18/09 thru 6/25/10 | J. Meyerand |
| 8/27/10 | Sheriff/Civil | Ralph Roberts | Foreclosure adjournment notices For the month of August 2010 | J. Meyerand |
| 8/30/10 | Sheriff/Civil | Kathy Jedrasek | List of unclaimed overbids | J. Meyerand |
| 8/31/10 | Sheriff | Allan Ranusch | Investigative reports at Sheriff's Department | G. Brumbaugh |
| 8/31/10 | FOC | Kaylene E. Smith | Request to access FOC Court Records and Decision | G. Brumbaugh |
| 9/2/10 | Treasurer | DeShawn Estes | Documents re: tax foreclosure 21738 Audrey | F. Krycia |
| 9/8/10 | Clerk | Jacqueline Figiel | List of insurance companies that went out of business | G. Brumbaugh |
| 9/10/10 | Sheriff/Civil | Florence Russi | Adjournment notices for D. Sparks July 2009 – Dec 2009 | J. Meyerand |
| 9/10/10 | Sheriff/Civil | Florence Russi | Adjournment notices for R. Reschke Dec 2008 – May 2009 | J. Meyerand |

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|----------|---------------|------------------|--|--------------|
| 9/16/10 | Sheriff | Rich Field | Copy of Health Services Agreement | G. Brumbaugh |
| 9/21/10 | BOC | P. Ellison | Employee performance appraisal | G. Brumbaugh |
| 9/24/10 | Sheriff | Tracy Wujack | Information regarding David Widlak | G. Brumbaugh |
| 9/24/10 | Sheriff | Chad Halcom | Information regarding David Widlak | G. Brumbaugh |
| 9/28/10 | Treasurer | Jeffrey London | List of outstanding and stale checks | F. Krycia |
| 9/29/10 | Sheriff | Doug McKenzie | Information regarding David Widlak | G. Brumbaugh |
| 10/6/10 | Health | Diversified Rest | Complaint against Buffalo Wild Wings | J. Smith |
| 10/7/10 | Retirement | David Oppliger | Subpoena response re monies paid | G. Brumbaugh |
| 10/12/10 | Treasurer | Shelley Singal | Copy of missing legatee funds list | F. Krycia |
| 10/13/10 | Sheriff/Civil | Richard Shaw | Appointments of Special Deputy Sheriff of Meli and Carnaghi | J. Meyerand |
| 10/13/10 | Sheriff/Civil | Florence Russi | Adjournments for Gary Maitland | J. Meyerand |
| 10/13/10 | Sheriff/Civil | Florence Russi | Adjournments for Robert Magid | J. Meyerand |
| 10/13/10 | Sheriff/Civil | Florence Russi | Adjournments for Jack Campbell | J. Meyerand |
| 10/13/10 | Sheriff/Civil | Florence Russi | Adjournments for Melvin Bowser | J. Meyerand |
| 10/13/10 | Sheriff/Civil | Florence Russi | Adjournments for Derek Miller | J. Meyerand |
| 10/15/10 | Sheriff/Civil | Jeanette Felton | Adjournments for 12 individuals | J. Meyerand |
| 10/15/10 | Sheriff/Civil | Jeanette Felton | Adjournments for Witt & Hausmann | J. Meyerand |
| 10/19/10 | Purchasing | Fred Krage | Contract with Stericycle | G. Brumbaugh |
| 10/19/10 | Sheriff/Civil | Jamie Adamo | Adjournments for 29930 Mackenzie | J. Meyerand |
| 10/19/10 | Sheriff/Civil | Jamie Adamo | Adjournments for 39429 Kingsbury | J. Meyerand |
| 10/19/10 | Sheriff/Civil | Florence Russi | Adjournments for Matthew Brown | J. Meyerand |
| 10/19/10 | Sheriff/Civil | Florence Russi | Adjournments for Sharon Murphy | J. Meyerand |
| 10/19/10 | Sheriff/Civil | Florence Russi | Adjournments for Thomas Cichoski | J. Meyerand |
| 10/19/10 | Sheriff/Civil | Florence Russi | Adjournments for Cherie Korkis | J. Meyerand |
| 10/20/10 | Health | Michael Heilmann | Complaint agnst Buffalo Wild Wings | J. Smith |

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|------------------|-----------------|---|--------------|
| 10/25/10 Clerk | Rachel Smith | Information regarding appraisal district's tax roll | G. Brumbaugh |
| 10/27/10 Sheriff | Christina Hall | Information regarding David Widlak | G. Brumbaugh |
| 10/27/10 Sheriff | Chad Halcom | Information regarding David Widlak | G. Brumbaugh |
| 10/27/10 Sheriff | Emily Aronson | Information regarding David Widlak | G. Brumbaugh |
| 10/27/10 Sheriff | Charles Ramirez | Information regarding David Widlak | G. Brumbaugh |
| 10/27/10 Sheriff | Chad Selweski | Information regarding County Morgue | G. Brumbaugh |

2010 REIMBURSEMENT FILES

| <u>Name</u> | <u>Year</u> | <u>Reason for Debt</u> | <u>Complaint Amount</u> | <u>Status</u> |
|----------------------|--------------------|------------------------------------|--------------------------------|----------------------|
| Abbott, David | 2010 | Prisoner Reimb. (68 Defendants) | \$177,630.00 | Judgment |
| Affleck, Delilah | 2010 | Prisoner Reimb. (55 Defendants) | \$125,430.00 | Case filed |
| Ahlstrom, Casey | 2010 | Prisoner Reimb. (58 Defendants) | \$131,550.00 | Judgment |
| Allard, Chris | 2010 | Prisoner Reimb. (61 Defendants) | \$151,470.00 | Judgment |
| Allen, Joshua | 2010 | Prisoner Reimb. (45 Defendants) | \$95,720.00 | Judgment |
| Allen, Robert | 2010 | Prisoner Reimb. (63 Defendants) | \$169,770.00 | Judgment |
| Allen, William | 2010 | Prisoner Reimb. (42 Defendants) | \$80,620.00 | Judgment |
| Allison, Adam | 2010 | Prisoner Reimb. (79 Defendants) | \$196,920.00 | Judgment |
| Allport, Wallace B. | 2010 | Prisoner Reimb. (56 Defendants) | \$140,610.00 | Judgment |
| Amador, Salvador | 2010 | Prisoner Reimb. (58 Defendants) | \$124,860.00 | Judgment |
| Anderson, Jesse W. | 2010 | Prisoner Reimb. (48 Defendants) | \$125,400 | Case Filed |
| Arnold, Christopher | 2010 | Prisoner Reimb. (55 Defendants) | \$122,020.00 | Judgment |
| Ashmore, Christopher | 2010 | Prisoner Reimb. (47 Defendants) | \$101,250.00 | Case filed |
| Baltierra, Darl | 2010 | Prisoner Reimb. (1 Defendant) | \$1,700.00 | Judgment |

| | | | | |
|--------------------------|------|------------------------------------|--------------|-------------|
| Beckett, Duane D. | 2010 | Prisoner Reimb. (59 Defendants) | \$124,080.00 | Judgment |
| Beech, Jeffery | 2010 | Prisoner Reimb. (37 Defendants) | \$71,790 | Judgment |
| Breeden, Natasha | 2010 | Prisoner Reimb. (49 Defendants) | \$88,140.00 | Judgment |
| Clemons, James | 2010 | Prisoner Reimb (1 Defendant) | \$3,090.00 | Settlement |
| Fisher, Brandy | 2010 | Resident Hospitalization | \$3,780.00 | Judgment |
| Henke, Kenneth | 2010 | Prisoner Reimb. (46 Defendants) | \$135,780.00 | Judgment |
| Irwin, Betty Estate | 2010 | Hospitalization Reimbursement | \$3,517.17 | Claim filed |
| Jones, Carl D. | 2010 | Prisoner Reimb. (52 Defendants) | \$134.910 | Case filed |
| Kinney, Joshua | 2010 | Prisoner Reimb. (45 Defendants) | \$109,800.00 | Judgment |
| Long, Daniel | 2010 | Prisoner Reimb. (43 Defendants) | \$100,830.00 | Judgment |
| McAlpine, David | 2010 | Martha T. Berry Reimbursement | \$10,896.00 | File opened |
| Montgomery, Ida | 2010 | Martha T. Berry Reimbursement | | File opened |
| Moore, Kevin | 2010 | Prisoner Reimb. (52 Defendants) | \$115,260.00 | Judgment |
| Oxie, Jason Estate | 2010 | Judicial Aide Reimbursement | \$1954.00 | Claim filed |
| Polaski, Richard J. | 2010 | Resident Hospitalization | \$11,230.37 | Judgment |
| Williams, Rebecca Estate | 2010 | Judicial Aide Reimbursement | \$3,443.50 | Claim filed |
| Wyatt, Larry | 2010 | Martha T. Berry Reimbursement | \$10,383.00 | File opened |

FILES TO BE REVIEWED FOR BILLING FOR NOVEMBER FINANCE AGENDA*

| <u>Law Firm</u> | <u>File</u> |
|--------------------------|--|
| Plunkett Cooney | Bishop Cleary Hatchett Van Heck Willneff |
| TOTAL | \$12,205.75 |
| Kitch Drutchas | KRS Hillside |
| TOTAL | \$13,687.44 |
| Cummings McClorey | Barkovic Housey Johnson, Ronnie |
| TOTAL | \$7,381.78 |
| Garan, Lucow | Ogbonna North |
| TOTAL | \$316.30 |
| Johnson, Rosati, LaBarge | Hatchett Peltier |
| | \$12,566.25 |
| Saubier & Siegan | Housey |
| TOTAL | \$4,042.97 |
| Martin Bacon | Smith Woo |
| TOTAL | \$42,361.73 |
| McConaghy & Nyovich | Kendzierski |
| TOTAL | \$7,885.00 |

TOTAL ATTORNEY FEES: \$100,477.22

* Additional bills may be received and reviewed for submission to the Finance Department for the November Agenda.

OPEN FILES IN LITIGATION - OUTSIDE COUNSEL

| CASE NAME | COURT | DATE FILED | LAW FIRM |
|--|-------------------|------------|-------------------------------|
| Barkovic, Timothy v County, et al | USDC | 03/10/10 | Cummings McClorey |
| Bishop, Russell v Sheriff's Dept, et al | USDC | 10/05/07 | Plunkett |
| Cleary, Mark v County of Macomb, et al | 6th Ct of Appeals | 04/09/09 | Plunkett |
| Cristini, Michael v Cty of Macomb (Moldowan) | USDC | 03/15/07 | Plunkett |
| Danna-Allen, Jacqueline v Seidelman | Macomb Circuit | 08/05/10 | Kitch |
| Fisher, Marc v County | USDC | 09/08/08 | Plunkett |
| Hatchett, Nathaniel v County of Macomb | USDC | 05/01/08 | Plunkett/Johnson |
| Hillside v County / Parks | USDC | 03/31/06 | Kitch |
| Housey, Donald v Macomb County, et al | USDC | 04/12/10 | Cummings / Martens / Saurbier |
| Housey, Donald v Probate Court | Macomb Circuit | 04/15/10 | Saurbier & Siegan |
| Johnson, Ronnie v Various Sheriff Deputies & CO | USDC | 09/09/09 | Cummings McClorey |
| Kendzierski, Rita (Class Action Retirees) v County | Macomb Circuit | 03/31/10 | McConaghy |
| KRS-A.E. Equities v Commissioners | Macomb Circuit | 02/12/07 | Kitch |
| Moldowan, Jeffrey v Prosecutor, et al (Cristini) | USDC | 01/28/05 | Plunkett |
| North, Kyle James v Sheriff Dept, et al | USDC | 04/07/10 | Garan Lucow |
| Ogbonna, Cyril v Macomb County, et al | USDC | 10/08/09 | Garan Lucow |
| Peltier, Christina v Macomb County, et al | USDC | 02/26/10 | Johnson Rosati |
| Smith, Marion v Macomb County, et al | Macomb Circuit | 02/25/10 | Martin Bacon |
| Sona Construction v KRS, Macomb County, et | Macomb Circuit | 11/02/07 | Kitch |
| Totty, Jamin Est of, PR Denise Casteel v County | USDC | 08/25/10 | Plunkett |
| Van Heck, Roger v County of Macomb, et al | USDC | 09/10/08 | Plunkett |
| Willneff, Mark v Macomb Sheriff Dept, et al | USDC | 06/06/08 | Plunkett |
| Woo, Walter v Macomb Sheriff Dept | Macomb Circuit | 02/20/09 | Martin Bacon |

OPEN FILES IN LITIGATION - INTERNAL

| CASE NAME | COURT | DATE FILED | ATTORNEY |
|---|-------------------|------------|-----------------|
| Animal Shelter v Metz, Sandor | 41-A District Ct. | 8/17/2010 | Smith |
| Boniecki, Teddy Lawrence v Matt Switalski | USDC | 7/29/2010 | Smith |
| Burko, Jennifer v Eric Smith, et al | USDC | 12/22/09 | Krycia |
| Burley, Geraldine, et al v Deputy Land, et al | USDC | 05/12/10 | Meyerand |
| Corsetti, Joseph v Hackel, et al | USDC | 07/16/10 | Meyerand |
| Deveroux, Tami v Rhonda Esler, et al | Wayne Circuit | 06/17/10 | Krycia |
| Dixon, Carolyn as NF of Chakia & Chanel | USDC | 03/21/10 | Meyerand |
| DuPage, Robert Lee v Hackel, et al | USDC | 04/21/10 | Meyerand |
| Health Dept v Jefferson Street Pub | Macomb Circuit | 07/06/10 | Smith |
| Health Dept v Pandora's Box | Macomb Circuit | 04/08/10 | Smith |
| Heitmanis (Jackson) v Deckert, et al | Probate Court | 01/07/10 | Krycia |
| Human Resources v Brian DeMuyneck | Macomb Circuit | 05/25/10 | Krycia |
| Mental Health v Ferrante, Andrew | Macomb Probate | 06/30/10 | Smith |
| Martha T. Berry v John Latella, et al | 41-B Dist Court | 06/05/09 | Krycia |
| Martinez, Jesus Jay v Carmella Sabaugh | Macomb Circuit | 07/14/10 | Krycia |
| Mason, Rodney v Mark Hackel, et al | USDC | 05/21/10 | Smith |
| Michaels, Ronald v Mark Hackel, Sheriff | USDC | 11/07/08 | Brumbaugh/Smith |
| Niemiec, John v Macomb County Circuit Ct | COA | 06/09/10 | Krycia |
| Petition for Foreclosure-2009 | Macomb Circuit | 03/30/09 | Krycia |
| Petition for Foreslosure-2010 | Macomb Circuit | 05/13/10 | Krycia |
| Reimbursement v Brandy Ann Fisher | 37th Dist Court | 02/19/10 | Krycia |
| Reimbursement v Christopher Vieni | 41-B Dist Court | 02/19/10 | Krycia |
| Searcy, Lavelle v Jail, Michelle Sanborn, et al | USDC | 03/29/10 | Meyerand |
| Treasurer v Americhip, et al | 41-B Dist Court | 05/12/10 | Krycia |
| Treasurer v Expan, Inc., et al | Macomb Circuit | 05/26/10 | Krycia |
| Treasurer v Fondue Room, et al | 41-B Dist Court | 05/28/10 | Krycia |
| Treasurer v Saveway Food Center, et al | 38th Dist Court | 05/17/10 | Krycia |
| Treasurer v Teller Excavating, et al | Macomb Circuit | 01/08/10 | Krycia |
| Treasurer v Universal Consolidated Ent., et al | Macomb Circuit | 05/28/10 | Krycia |
| USA v Buffalo & Palazzolo | USDC | 10/21/08 | Krycia |
| USA v 43653 Gratiot, Clinton Twp | USDC | 04/01/09 | Krycia |
| Wells Fargo v Resource Bank, et al (Treas) | Macomb Circuit | 02/03/10 | Krycia |
| Wood, Lisa v Sheriff Dept, et al | Macomb Circuit | 04/28/10 | Meyerand |

**CONTRACTS REVIEWED BY CORPORATION COUNSEL
8/1/10 to 10/29/10**

CIRCUIT COURT

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 10/22/10 | Agreement with Michigan State Court Administrators Office | J. Smith | |

COMMUNITY CORRECTIONS

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 8/17/10 | Acceptance of the Office of Justice Programs Award of our 2010 JAG | J. Smith | |

COMMUNITY SERVICES

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 8/4/10 | Agreement/Contract with THAW Heat & Warmth Fund | J. Smith | |
| 8/4/10 | Memorandum of Understanding btwn Southeast Michigan Aging & Disability Resource Center and MCCSA | J. Smith | |
| 8/6/10 | Individual Development Account (IDA) Prog | J. Smith | |
| 8/13/10 | Low Income Energy Assistance Program Agreement – 9/1/10-8/31/11 | J. Smith | |
| 8/18/10 | Low Income Energy Assistance Program Agreement (Revision) | J. Smith | |
| 8/18/10 | South Action Center Lease Extension With Farida Investment Group | J. Smith | |
| 9/10/10 | CDBG Sub-Recipient Agreement with Clinton Township | J. Smith | |
| 9/20/10 | CDBG Sub-Recipient Agreement with City of Roseville-Chore Program | J. Smith | |
| 9/22/10 | Low Income Energy Assistance Program Agreement Amend #1 | J. Smith | |
| 9/24/10 | Low Income Energy Assistance Program Amendment | J. Smith | |

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|----------|--|----------|
| 9/24/10 | CDBG Sub-Recipient Agreement With Warren | J. Smith |
| 9/29/10 | Department of Human Services / MPSC Weatherization Assistance Agreement | J. Smith |
| 10/15/10 | CDBG Sub-Recipient Agreement w/SCS Continuum of Care Services | J. Smith |
| 10/15/10 | CDBG Sub-Recipient Agreement w/SCS Chore Program | J. Smith |
| 10/19/10 | CDBG Sub-Recipient Agreement w/Warren Continuum of Care Services | J. Smith |
| 10/28/10 | North Action Center Lease w/Downriver Community Services, Inc. | J. Smith |

COOPERATIVE EXTENSION

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 10/12/10 | Agricultural Educator MOA | J. Smith | |
| 10/28/10 | Agreement between the City of Warren and The County of Macomb on Behalf of MSUE Extension – Macomb | J. Smith | |

DISTRICT COURT

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 9/22/10 | Data Processing Agreement between 42 nd District Court and Quad-Tran of MI | G. Brumbaugh | |

EMERGENCY MANAGEMENT

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/18/10 | 2009 HSGP Interlocal Funding Agreement With Oakland County | J. Smith | |
| 8/18/10 | 2008 HSGP Interlocal Funding Agreement With Oakland County | J. Smith | |
| 8/18/10 | 2007 HSGP Interlocal Funding Agreement With Oakland County | J. Smith | |
| 8/18/10 | 2009 Operation Stonegarden Grant Agree | J. Smith | |
| 8/24/10 | 2010-2015 Hazard Mitigation Plan | J. Smith | |

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|---------|--|----------|
| 8/26/10 | Annual Emergency Management Work Agreement | J. Smith |
| 9/29/10 | 2010 Community Orientated Policing Services (COPS) Grant Award | J. Smith |

FACILITIES & OPERATIONS

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 8/10/10 | Macomb County Jail – Kitchen Renovations | G. Brumbaugh | |
| 8/16/10 | DIA: INSIDE/OUT Installation Agreement | G. Brumbaugh | |
| 8/25/10 | Natural Gas Sales Agreement | G. Brumbaugh | |
| 9/1/10 | Court Building – Plaza Deck Repairs | G. Brumbaugh | |

FRIEND OF THE COURT

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 10/4/10 | Fiscal Year 2011 Access & Visitation Contract for Friend of the Court | G. Brumbaugh | |

HEALTH

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/3/10 | FY 09/10 Amendment No. 4 to CPBC Agreement between MDCH and MCBOC | J. Smith | |
| 8/13/10 | Memorandum of Understanding btn Macomb County Health Department & Macomb County MI State University Extension (provide nutrition education to WIC participants) | J. Smith | |
| 9/23/10 | Appendix A, MI State University Program in Public Health Practicum Proposal Form | J. Smith | |
| 9/23/10 | Agreement for Laboratory Services between Mt. Clemens Regional Medical Center and Macomb County Health Department | J. Smith | |
| 9/28/10 | Assistance Agreement between Environmental Protection Agency and MCHD regarding the Household Hazardous Waste Shoreline Collection Project | J. Smith | |
| 10/1/10 | Spay/Neuter Services Agreement between Health Dept and All About Animals Rescue | J. Smith | |

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|----------|---|----------|
| 10/1/10 | Spay/Neuter Services Agreement between Health Dept and Richmond Veterinary Hosp | J. Smith |
| 10/1/10 | Agreement between County and Macomb Child Advocacy Center (Care House) | J. Smith |
| 10/4/10 | Assistance Agreement between Environmental Protection Agency & MCHD regarding the Illicit Discharge Elimination Program | J. Smith |
| 10/10/10 | Lease Agreement between Center Line Schools and Health Department | J. Smith |
| 10/27/10 | Grant Agreement between Michigan Department of Agriculture & County of Macomb, Board of Commissioners (Clean Sweep Program) | J. Smith |
| 10/27/10 | Grant Agreement between MDCH and MCHD (CPBC) | J. Smith |

HUMAN RESOURCES

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/16/10 | Engagement letter from Gabriel Roeder Smith & Co for Accumulated Contributions Interest Calculator Module | G. Brumbaugh | |

INFORMATION TECHNOLOGY

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/26/10 | AmCad – Circuit Court Archive Imaging Film Conversion | J. Smith | |
| 8/31/10 | ZONER Systems, Inc. | J. Smith | |
| 9/17/10 | Integrated Court System Agreement Amendment – CJS (formerly Maximus) | J. Smith | |
| 9/29/10 | Audio/Video & Video Conferencing Technologies Maintenance Agreement – MC Sheriff's Office Genesis System Integration, LLC | G. Brumbaugh | |
| 9/29/10 | Audio/Video & Video Conferencing Technologies Maintenance Agreement – 42 nd District Court Genesis System Integration, LLC | G. Brumbaugh | |
| 9/29/10 | Erie Custom Computer Applications Primarius Software | J. Smith | |

JUVENILE COURT

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|-----------------|--------------------|--------------------|
| 9/30/10 | DMC Grant | G. Brumbaugh | |

MENTAL HEALTH BOARD - CONTRACT APPROVAL IS THE RESPONSIBILITY OF MENTAL HEALTH BOARD

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 9/2/10 | Lease Renewal – 39933 Bridgeview Harrison Township, MI 48045 | J. Smith | |
| 9/2/10 | Lease Renewal – 11517 27 Mile Road Washington, MI 48094 | J. Smith | |
| 9/2/10 | Lease Renewal – 38605 Meadowdale Clinton Township, MI 48036 | J. Smith | |
| 9/2/10 | Lease Renewal – 77175 Capac Road Armada, MI 48005 | J. Smith | |
| 9/2/10 | Lease Renewal – 39857 Shelly Court Clinton Township, MI 48038 | J. Smith | |

PLANNING

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 8/11/10 | NSP Sub-Recipient Agreement | J. Smith | |
| 8/14/10 | Second Request to Remove Grant Conditions | J. Smith | |
| 8/19/10 | Request to Remove Grant Conditions | J. Smith | |
| 8/25/10 | 2010 CDBG and HOME Contract Docs | J. Smith | |
| 9/14/10 | 2010 CDBG Sub-Recipient Agreements | J. Smith | |
| 9/16/10 | Macomb Urban County CDBG Program | J. Smith | |
| 9/24/10 | Infrastructure Grant/Road Commission for MOTC | J. Smith | |
| 10/13/10 | Clinton AOC-Lk St. Clair Hydrology Restore (USEPA Asst #GL00E00646-0) | J. Smith | |
| 10/15/10 | Location Agreement for Detroit 1-8-7 | J. Smith | |

RISK MANAGEMENT & SAFETY

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 10/18/10 | Managed Care Administrators, Inc. (MACI) Ameriflex Corp – Flexible Spending Account Administrators (FSA) 1-1-11 to 12-31-13 | G. Brumbaugh | |

SENIOR CITIZENS

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/16/10 | Acknowledgment - Macomb County Senior Resource Advocacy Program - Increased funding for FY 10/1/10 – 9/30/11 In the amount of \$72,566 | | G. Brumbaugh |
| 8/16/10 | Cash Match Letter – AAA 1-B increased Funding for Senior Resource Advocacy Program (was \$69,438 / match is \$18,142) | | G. Brumbaugh |
| 8/16/10 | Acknowledgment - Macomb County Senior Resource Advocacy Program - Increased funding for FY 10/1/10 – 9/30/11 In the amount of \$38,280 | | G. Brumbaugh |
| 8/16/10 | Cash Match Letter – AAA 1-B increased Funding for Senior Resource Advocacy Program (was \$36,835 / match is \$9,570) | | G. Brumbaugh |
| 9/3/10 | MIPPA Beneficiary Outreach and Assistance Services Between AAA 1-B and Macomb County County Dept of Senior Citizen Services. Contract Period is Aug 1, 2010 through Jan 31, 2011 | | G. Brumbaugh |
| 9/3/10 | Memo of Understanding between Community College District of the County of Macomb and Macomb County Adult Day Services – South Center dated Aug 23, 2010. Eldercare Certificate Specialist | | G. Brumbaugh |
| 9/8/10 | Memo of Understanding between Community College District of the County of Macomb and Macomb County Adult Day Services – North Center dated Aug 23, 2010. Eldercare Certificate Specialist | | G. Brumbaugh |

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|---------|---|--------------|
| 9/8/10 | Addendum to Agreement of August 1, 1999 for continuance of agreement between Macomb County Adult Day Care North and Macomb Community College for 2010-2011 Academic year for Occupational Therapy Assistant | G. Brumbaugh |
| 9/8/10 | Addendum of Agreement of August 1, 1999 for continuance of agreement between Macomb County Adult Day Care North and Macomb Community College for 2010-2011 Academic year for Associate Degree Nursing | G. Brumbaugh |
| 9/8/10 | Addendum to Agreement of August 1, 1999 for continuance of agreement between Macomb County Adult Day Care South and Macomb Community College for 2010-2011 Academic year for Occupational Therapy Assistant | G. Brumbaugh |
| 9/8/10 | Addendum to Agreement of August 1, 1999 for continuance of agreement between Macomb County Adult Day Care South and Macomb Community College for 2010-2011 Academic year for Associate Degree Nursing | G. Brumbaugh |
| 9/22/10 | Second Year Contract Addendum - Macomb Cty Senior Services Resource Advocacy Program FY 10/1/10 – 9/30/11 from AAA 1-B in the amount of \$72,566 (prior funding was \$69,438) | G. Brumbaugh |
| 9/22/10 | Financial Requirements and Compensation – Payment and Operating Advance Revised Language Agreement | G. Brumbaugh |
| 9/22/10 | Review of Amendment of Solicitation/Modification of Contract for Senior Citizen Services - Extension for Option II for Sept 1, 2010 to Aug 31, 2011 for Senior Services Adult Day Service south side | G. Brumbaugh |
| 10/4/10 | Memorandum of Agreement – Area Agency on Aging 1-B and Dept of Senior Citizens Services | G. Brumbaugh |

SHERIFF

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 8/25/10 | Amendment to Extend the Prisoner Food Service Agreement | G. Brumbaugh | |

10/20/10 COMET G. Brumbaugh

TREASURER

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|---|--------------------|--------------------|
| 9/22/10 | Agreement for Title Commitments (Tax Reversion Project) with Chirco Title | F. Krycia | |

WORKFORCE DEVELOPMENT BOARD - CONTRACT APPROVAL IS THE RESPONSIBILITY OF THE PRIVATE INDUSTRY COUNCIL.

| <u>Date</u> | <u>Contract</u> | <u>Reviewed By</u> | <u>Approved By</u> |
|-------------|--|--------------------|--------------------|
| 8/25/10 | Warren Woods Public Schools Contract No. 10-033/040, 041 | G. Brumbaugh | |
| 8/25/10 | Henry Ford Community College SESP – SOLAR Contract No. 10-128-05 | G. Brumbaugh | |
| 8/31/10 | A&D Technology SESP – Advanced Energy Storage | G. Brumbaugh | |
| 9/1/10 | Mt. Clemens Community School District Contract No. 10-021/085-087 | G. Brumbaugh | |
| 9/3/10 | Michigan Works Service Center Operations & Disability Program Navigator Plan Grant | G. Brumbaugh | |
| 9/22/10 | Fitzgerald Public Schools Contract No. 10-034/048-050 | G. Brumbaugh | |
| 9/22/10 | Michigan Technological University SESP – Advance Energy Storage Contract No. 10-205-01 | G. Brumbaugh | |
| 9/29/10 | Transportation Services Contract No. 11-A-01 | G. Brumbaugh | |
| 10/4/10 | Community Housing Network, Inc. Agree for Housing Assistance Services Contract No. 11-209-01 | | |
| 10/5/10 | Leaps and Bounds Family Services Contract No. 11-169-10 | G. Brumbaugh | |
| 10/6/10 | I.M.P.A.C.T. – MPRI Staffing Services Thumb Region Contract No. 11-183-02 | G. Brumbaugh | |

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| 10/14/10 | SCS Adult & Community Education Jobs, Education & Training – Port Huron Contract No. 11-19-212 | G. Brumbaugh |
| 10/14/10 | SCS Adult & Community Education Jobs, Education & Training – Clinton Twp Contract No. 11-19-213 | G. Brumbaugh |
| 10/14/10 | SCS Adult & Community Education Jobs, Education & Training – Roseville/Warren Contract No. 11-19-214 | G. Brumbaugh |
| 10/14/10 | L'Anse Creuse Public Schools Computer Learning – Roseville/Warren Contract No. 11-39-109 | G. Brumbaugh |
| 10/14/10 | L'Anse Creuse Public Schools Computer Learning – Mt. Clemens Contract No. 11-39-110 | G. Brumbaugh |
| 10/14/10 | Macomb Community College Designers Helping Designers Contract No: 10-05-159 | G. Brumbaugh |
| 10/14/10 | Macomb Community College ESL Services Contract No. 10-05-146 | G. Brumbaugh |
| 10/18/10 | PY 10 WIA, ARRA, REI, NEG Approval Request | G. Brumbaugh |
| 10/18/10 | Stewart, Beauvais & Whipple, P.C. Financial Monitoring Contract No. 10-191-02 | G. Brumbaugh |
| 10/20/10 | St. Clair County Community College Computer Learning Center Contract No. 10-20-114 | G. Brumbaugh |
| 10/22/10 | Salvation Army Harbor Light-MORE House Agreement for Transitional Housing Services Contract No. 11-208-01 | G. Brumbaugh |
| 10/25/10 | L'Anse Creuse Public Schools Computer Learning Center–Clinton Twp/ACTC Contract No. 11-39-108 | G. Brumbaugh |

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|----------|--|--------------|
| 10/26/10 | St. Clair County Community College Out-of-School Youth Contract No. 10-020/113 | G. Brumbaugh |
| 10/27/10 | Huron House-Agreement for Transitional Housing Services Contract No. 11-187-02 | G. Brumbaugh |
| 10/27/10 | Macomb Intermediate School District Contract No. 010-10/053-055 | G. Brumbaugh |

LAWSUITS - 2010

| <u>DATE REC'D</u> | <u>CASE #</u> | <u>CASE NAME</u> | <u>SUBJECT</u> | <u>STATUS</u> | <u>DEPT.</u> | <u>ASSIGNED TO</u> |
|-------------------|---------------|---|--|---------------|--------------|-------------------------------|
| 1/7/2010 | 5:09-cv-1496 | Burko, Jennifer v Eric Smith, et al | Violation of constitutional rights to free expression | Open | Prosecutor | Frank Krycia |
| 1/22/2010 | 10-31-PD | Shkreli, Rrok v Macomb County | Return of personal property seized | Closed | Sheriff | George Brumbaugh |
| 1/15/2010 | 10-198932-CZ | Heitmanis (for Jackson) v Deckert, et al | Determine title of foreclosed property | Open | Treasurer | Frank Krycia |
| 1/27/2010 | SC 10 10001 | Raymond, Theodora v Sheriff Dept | Small Claims - Claiming storage fees for vehicle | Closed | Sheriff | George Brumbaugh |
| 2/10/2010 | 10-513-CH | Wells Fargo v Resource Bank, et al (Treas) | Discharge of recorded mortgage | Open | Treasurer | Frank Krycia |
| 2/18/2010 | 10-721-CR | Michaelangelo Constr v Citizens Bank & Sheriff's Dept | Declaratory relief | Closed | Sheriff | James Meyerand |
| 2/22/2010 | 296581 | Brandenburg, Robert v Apportionment Comm | Refusal of third plan to the Apportionment Commission | Closed | Apportion | John Jacobs |
| 3/16/2010 | 2:10-cv-10796 | Peltier, Christina v Macomb County, et al | Retaliation for exercising rights of leave under FMLA & USERRA | Open | HR | Johnson Rosali |
| 3/16/2010 | 2:10-cv-10962 | Barkovic, Timothy v Macomb County, et al | Claim of abuse of process, malicious prosecution & defamation | Open | Sheriff | Cummings, McClorey |
| 4/1/2010 | 10-1380-CK | Kendzierski, Rita, et al v Macomb County | Class Action suit to protect contractual right to retiree health care benefits | Open | HR | McConaghy |
| 4/1/2010 | 5:10-cv-11243 | Searcy, LaVelle v Jail, Michelle Sanbom, et al | Failure to provide kosher diet (viol of 1st & 14th amend) | Open | Sheriff | James Meyerand |
| 4/12/2010 | 2:10-cv-11445 | Housey, Donald v Macomb County, et al | Deprivation of Plt's rights and employment discrimination | Open | Probate Ct | Cummings / Martens / Saurbier |
| 4/15/2010 | 10-1652-CD | Housey, Donald v Probate Court | Deprivation of Plt's rights and employment discrimination | Open | Probate Ct | Saurbier & Siegan |
| 4/28/2010 | 10-10868 | DuPage, Robert Lee v Hackel, et al | Injured when removed from an elevator at jail | Open | Sheriff | James Meyerand |
| 5/5/2010 | 10-0847-NI | Smith, Marion v Macomb County, et al | Injuries from traffic accident involving a County vehicle | Open | Facilities | Martin, Bacon & Martin |
| 5/11/2010 | 2:10-cv-11377 | North, Kyle James v Sheriff Dept, et al | Plaintiff claims he was held in jail 6 days after sentence date | Open | Sheriff | Garan, Lucow |
| 5/26/2010 | 1:10-cv-12057 | Mason, Rodney v Hackel, et al | Writ of Habeas Corpus | Open | Sheriff | Jill Smith |
| 5/28/2010 | 10-cv-10555 | Burley, Geraldine, et al v Deputy Land, et al | Violation of constitutional rights during drug raid | Open | Sheriff | Jim Meyerand |
| 6/2/2010 | 10-2360-AW | New Haven Taxpayers v Carmella Sabaugh | Writ of Mandamus request for recall petitions (Jackson & Hill) | Closed | Clerk | Frank Krycia |
| 6/18/2010 | 10-006961-CZ | Deveroux, Tami v Rhonda Esler, et al | Court Clerk allegedly acting beyond her authority | Open | Circuit Ct | Frank Krycia |
| 7/9/2010 | 10-1815-NZ | Woods, Lisa v Macomb County Sheriff, et al | Inappropriate conduct by Deputies | Open | Sheriff | Jim Meyerand |
| 7/15/2010 | 10-11126 | Dixon, Carolyn, as NF of Chakia & Chanel | Violated Plt's constit rights by issuing a warrant w/o prob cause | Open | Prosecutor | Jim Meyerand |
| 7/20/2010 | 2:10-cv-12743 | Matthews, David Charles v Mark Hackel | Foreclosure of property | Closed | Sheriff | Jim Meyerand |
| 7/23/2010 | 10-2985-PC | Martinez, Jesus, Jay v Carmella Sabaugh | Correction of Clerks Records | Open | Circuit Ct | Frank Krycia |
| 7/29/2010 | 2:10-cv-12991 | Boniecki, Teddy Lawrence v Matt Swlalski | Conspiracy to deny him his civil rights | Open | Circuit Ct | Jill Smith |
| 8/3/2010 | 2:10-cv-12823 | Corsetti, Joseph v Hackel, et al | Civil rights violation / due process violation | Open | Sheriff | Jim Meyerand |
| 8/10/2010 | 298889 | Niemiec, John v Macomb County Circuit Ct | Superintending control-Druzinski decision | Open | Circuit Ct | Frank Krycia |
| 8/23/2010 | 10-3350-CD | Danna-Allen, Jacqueline v Seidelman | Employee claims mistreated by the JJC Director of JJC & FMLA violated | Open | JJC | Kitch |
| 9/2/2010 | 10-2689-PR | Wells Fargo v Market Place Prop (Treas) | Receivership on foreclosed property | Closed | Treasurer | Frank Krycia |
| 9/28/2010 | 2:10-cv-13398 | Totty, Jamin Est of, PR Denise Casteel v County | Plaintiff attempted to escape from Mt. Clem Regional ER & was fatally shot | Open | Sheriff | Piunkett Cooney |

22

Pending EEOC & MDCR Cases

JSM Files:

| Opened | Name | Depart | Case No. | Status | Our File No. |
|--------|--------------------|------------|--------------------------------------|---------|--------------|
| 11/09 | Boone, Carl | Facilities | EEOC 471-2010-00336 | Pending | 1548 |
| 07/09 | Maceri, Antoinette | MTB | MDCR 402273 | Pending | 1525 |
| 11/09 | Smith, Shasta | MTB | EEOC R23A-2010-00219C MDCR 405815 | Pending | 1549 |
| 04/10 | Souza, Sharon | IT | EEOC 471-2010-02103 | Pending | ----- |
| 05/10 | Wimberley, Shirli | MTB | EEOC 471-2010-02376 | Pending | ----- |

GEB Files:

| Opened | Name | Depart | Case No. | Status | Our File No. |
|--------|---------------|--------|---------------------|---------|--------------|
| 03/10 | Rakic, Denise | IT | EEOC 471-2010-01529 | Pending | ----- |