

STATE OF MICHIGAN 6TH JUDICIAL CIRCUIT OAKLAND COUNTY	ESTABLISHMENT OF A JUVENILE MENTAL HEALTH COURT	LOCAL ADMINISTRATIVE ORDER 2022 -13
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This local administrative order is issued in accordance with MCL 600.1099b, *et. seq.* The purpose of this order is to establish a juvenile mental health court program (JMHC) in the Oakland County Circuit Court – Family Division upon approval by the State Court Administrative Office (SCAO). All policies and procedures comply with the statute and are consistent with the *10 Essential Elements of a Mental Health Court* promulgated by the Bureau of Justice Assistance (see attachment A).

1. The court has entered into a memorandum of understanding with each participating county prosecuting attorney in the circuit court, a representative or representatives of the community mental health services program(s), a representative of the criminal defense bar specializing in juvenile law, and a representative or representatives of community treatment providers and other key parties pursuant to MCL 600.1099c. The memorandum of understanding describes the role of each party. (*Appended hereto*)
2. A multidisciplinary group of stakeholders participated in the planning and program design of the juvenile mental health court.
3. Team members have familiarized themselves with the operations of existing mental health courts and cross-trained between mental health and judicial systems.
4. The JMHC has established eligibility criteria that are consistent with MCL 600.1099e through MCL 600.1099h. Criteria, both legal and clinical, are clearly defined for admission.
5. In compliance with MCL 600.1099e(3), no participant will be admitted until a complete preadmission screening and an evaluation assessment are completed. Policies that facilitate timely participant identification, referral, and admission into the juvenile mental health court have been developed.
6. Per MCL 600.1099(f)(b), the parent, legal guardian, or legal custodian, and juvenile will sign all documents for the juvenile's admission in the juvenile mental health court, including a written agreement to participate in the juvenile mental health court. Policies and procedures describing the program length, level of supervision, treatment plan development, requirements for successful completion, expulsion criteria, case disposition whether successful or unsuccessful completion of the program, sanctions, incentives, and other key program components are developed


and will be explained to eligible participants as part of the terms of participation.

7. The JMHC will provide consistent and close monitoring of the participant as required by MCL 600.1099i. Policies and procedures on the methods and frequency in which the responsible individuals will monitor participant compliance with the program requirements have been developed.
8. The court will maintain case files in compliance with Circuit Court Retention and Disposal Schedule General Schedule #15, the Michigan Trial Court Case File Management Standards, and Part 2 of Title 42 of the Code of Federal Regulations to assure confidentiality of mental health court records.
9. Pursuant to MCL 600.1099l, the coordinating court will provide the SCAO with the minimum standard data established by the SCAO for each individual applicant and participant of the juvenile mental health court.
10. The court will use the Drug Court Case Management Information System (DCCMIS) to maintain and submit the minimum standard data as determined by the SCAO.
11. In order to begin or continue operation of the juvenile mental health court, the Juvenile Mental Health Court for Oakland County Circuit Court – Family Division will become certified by the State Court Administrative Office under MCL 600.1099c(4).

IT IS SO ORDERED.

Date:

4-14-22.


Jeffery S. Matis, Chief Judge 6th Circuit Court
Oakland County, Michigan

LAO 2022- 13 ATTACHMENT A

The 10 Essential Elements of a Mental Health Court

Essential Element #1 – Planning and Administration

A broad-based group of stakeholders representing the criminal justice, mental health, substance abuse treatment, and related systems and the community guides the planning and administration of the court.

Essential Element #2 – Target Population

Eligibility criteria address public safety and consider a community's treatment capacity, in addition to the availability of alternatives to pretrial detention for defendants with mental illnesses. Eligibility criteria also take into account the relationship between mental illness and a defendant's offenses, while allowing the individual circumstances of each case to be considered.

Essential Element #3 – Timely Participant Identification and Linkage to Services

Participants are identified, referred, and accepted into mental health courts, and then linked to community-based service providers as quickly as possible.

Essential Element #4 – Terms of Participation

Terms of participation are clear, promote public safety, facilitate the defendant's engagement in treatment, are individualized to correspond to the level of risk that the defendant presents to the community, and provide for positive legal outcomes for those individuals who successfully complete the program.

Essential Element #5 – Informed Choice

Defendants fully understand the program requirements before agreeing to participate in a mental health court. They are provided legal counsel to inform this decision and subsequent decisions about program involvement. Procedures exist in the mental health court to address, in a timely fashion, concerns about a defendant's competency whenever they arise.

Essential Element #6 – Treatment Supports and Services

Mental health courts connect participants to comprehensive and individualized treatment supports and services in the community. They strive to use—and increase the availability of—treatment and services that are evidence-based.

Essential Element #7 – Confidentiality

Health and legal information should be shared in a way that protects potential participants' confidentiality rights as mental health consumers and their constitutional rights as defendants. Information gathered as part of the participants' court-ordered treatment program or services should be safeguarded in the event that participants are returned to traditional court processing.

Essential Element #8 – Court Team

A team of criminal justice and mental health staff and service and treatment providers receives special, ongoing training and helps mental health court participants achieve treatment and criminal justice goals by regularly reviewing and revising the court process.

Essential Element #9 – Monitoring Participant Progress

Criminal justice and mental health staff collaboratively monitor participants' adherence to court conditions, offer individualized graduated incentives and sanctions, and modify treatment as necessary to promote public safety and participants' recovery.

Essential Element #10 – Sustainability

Data are collected and analyzed to demonstrate the impact of the mental health court, its performance is assessed periodically (and procedures are modified accordingly), court processes are institutionalized, and support for the court in the community is cultivated and expanded.

Oakland County Circuit Court-Family Division
Juvenile Mental Health Court (JMHC) Memorandum of Understanding

This is an understanding between the Oakland County Circuit Court-Family Division; Oakland County Prosecuting Attorney; Oakland County Sheriff Office; Defense Bar Representative specializing in juvenile law; and Community Treatment Providers including Oakland Community Health Network, Oakland Family Services, and Easterseals Michigan.

Purpose

The purpose of this Memorandum of Understanding (MOU) is to describe duties and allocate responsibilities for members of the Juvenile Mental Health Court (JMHC) team. The MOU also establishes team member responsibilities for maintaining compliance with the federal law of confidentiality (42 CFR, Part 2), the Health Insurance Portability and Accountability Act (HIPPA, 45 CFR, Parts 160 and subparts A and E of Part 164), and the Michigan Juvenile Mental Health Court Statute (MCL 600.1099b-600.1099m).

Terms/Definitions:

1. Participant: Any person referred to the Juvenile Mental Health Court, currently being screened as a candidate for Juvenile Mental Health Court (including those who are ultimately denied entry to the program), currently participating in Juvenile Mental Health Court, or someone who has been discharged from the Juvenile Mental Health Court.
2. Policies and Procedures Manual: A policy and procedure manual documents program policies and procedures designed to influence and determine all major decisions and actions, and all activities that take place within the boundaries set by them. Procedures are the specific methods employed to express policies in action in day-to-day operations of the organization.
3. Redisclosure: The act of sharing or releasing health information that was received from another source (e.g. external facility or provider) and made part of a patient's health record or the organization's designated record set.
4. Stakeholders: A person, group, or organization that has interest or concern in an organization.
5. Treatment Services: Any services provided by a licensed clinician or by an employee of an agency providing therapeutic services for substance use disorder, mental health, or developmental disabilities.
6. Waiver: The "voluntary relinquishment of a known right." (Kelly v Allegan Circuit Judge, 1969)

Goals and Mission of the Juvenile Mental Health Court

1. The above parties agree to share the following vision for the Juvenile Mental Health Court:
 - A. Enhance the quality of life throughout Oakland County.

- B. Provide leadership through innovative services.
 - C. Continuously improve services.
 - D. Achieve program goals through teamwork.
 - E. Reduce criminal behavior and decrease incarceration of the mentally ill.
 - F. Ensure each component of the juvenile mental health court is aware and in compliance with federal confidentiality law requirements.
2. We endorse the goals and mission of the Juvenile Mental Health Court for participants to eliminate future criminal behavior and improve the quality of their lives. For this program to be successful, cooperation must occur within a network of systems to facilitate and achieve the mission, challenge, and vision of the Juvenile Mental Health Court.
 3. We agree that the mission of the Juvenile Mental Health Court shall be to successfully link those with a serious mental illness, serious emotional disturbance, or a developmental disorder to the appropriate treatment services while maintaining public safety and reducing recidivism.
 4. We agree to the following challenge of the Juvenile Mental Health Court: Engage those with a serious mental illness, serious emotional disturbance, or a developmental disability involved in the criminal justice system in a continuum of treatment services and provide them with appropriate intervention through treatment, rehabilitative programming, reinforcement, and monitoring.

Guiding Principles of the Juvenile Mental Health Court

1. The program shall adhere to the 10 essential elements of a mental health court:
 - A. Develop a broad-based group of stakeholders to guide the administration of the program.
 - B. Develop eligibility criteria that addresses public safety and the community's treatment capacity, and target individuals whose mental illness is related to their crime and meet both clinical and legal criteria for admission.
 - C. Identify and link participants in a timely manner to the appropriate treatment services.
 - D. Promote positive legal outcomes by well-defined terms of participation that facilitate engagement in treatment that corresponds to the level of risk to the community.
 - E. Address competency issues in a timely fashion when they arise and provide legal counsel to assist with admission and program requirements.
 - F. Provide comprehensive and individualized treatment while striving to utilize evidenced-based services.

- G. Protect participants' health and legal information in compliance with the Health Insurance Portability and Accountability Act (HIPAA) and Part 2 of 42CFR while making information available to the court team.
 - H. Maintain a court team that is comprised of court, criminal justice, and mental health staff, along with treatment and service providers who maintain ongoing specialized training. The team is responsible for assisting a participant to achieve their goals.
 - I. Collaboratively monitor program requirements while offering graduated incentives and sanctions to modify behavior.
 - J. Periodically evaluate the program's functioning and effectiveness to ascertain local support by reviewing data that is collected.
2. The program shall comply with the 7 common characteristics of a juvenile mental health court published by Policy Research Associates, including all the following:
- A. Regularly scheduled special docket.
 - B. Less formal style of interaction among court officials and participants.
 - C. Age-appropriate screening and assessment for trauma, substance use, and mental disorder.
 - D. Team management of a participant's treatment and supervision.
 - E. System-wide accountability enforced by the juvenile mental health court.
 - F. Use of graduated incentives and sanctions.
 - G. Defined criteria for program success.

Roles of the Parties of the Juvenile Mental Health Court

The roles of the parties are as follows:

- 1. The Oakland County Circuit Court – Family Division will assign a Judge to participate as a team member, preside over the juvenile mental health court docket and to:
 - A. Serve as the leader of the team.
 - B. Attend staffing meetings and preside over status review hearings.
 - C. Engage in the community to generate local support for the juvenile mental health court.

- D. Communicate with the participants in a positive manner and make final decisions regarding incentives and sanctions, and program continuation.
 - E. Consider the perspective of all team members before making final decisions that affect participants' welfare or liberty interests and explain the rationale for such decisions to team members and participants.
 - F. Rely on the expert input of duly trained treatment professionals when imposing treatment related conditions on the participants.
 - G. Provide program oversight and ensure communication and partnership with treatment.
 - H. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, judicial ethics, evidence-based substance abuse and mental health treatment, behavior modification, and /or community supervision.
2. The Oakland County Circuit Court – Family Division may assign a Juvenile Court Referee to participate as a team member and to:
- A. Assist and/or fill-in for the assigned judge to preside over status review hearings on a limited basis as may be necessary from time-to-time. In no instance, will the program operate absent a regular presiding judge.
 - B. Attend staffing meetings and make recommended orders if necessary.
 - C. Engage in the community to generate local support for the juvenile mental health court.
 - D. Communicate with the participants in a positive manner.
 - E. Provide program oversight and ensure communication and partnership with treatment.
 - F. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, judicial ethics, evidence-based substance abuse and mental health treatment, behavior modification, and /or community supervision.
3. Oakland County Circuit Court-Family Division will assign one or more juvenile caseworkers to participate as team member(s) and to:
- A. Attend staffing meetings and review hearings and provide input on incentives and sanctions for participants.
 - B. Share information as necessary, and in compliance with 42 CFR and HIPAA, to appraise participants' progress in, and compliance with the conditions of juvenile mental health court.

- C. Provide probation oversight for all program participants.
 - D. Work with the program coordinator in supervising and monitoring the individuals in the program.
 - E. Prepare social history reports and refer to contracted agency for drug and alcohol testing as needed.
 - F. Schedule probation violations or show cause hearings for participants who have violated the program rules.
 - G. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, evidence-based substance abuse and mental health treatment, behavior modification, and/or community supervision.
 - H. Enter data into the DCCMIS system.
 - I. Provide feedback, suggestions, and ideas on the operation of the juvenile mental health court.
4. Oakland County Circuit Court-Family Division will assign a project coordinator to participate as a team member and to:
- A. Attend staffing meetings and review hearings and provide input on incentives and sanctions for participants.
 - B. Share information as necessary, and in compliance with 42 CFR and HIPAA, to appraise participants' progress in, and compliance with the conditions of juvenile mental health court.
 - C. Arrange for additional screenings of persons aside from the prosecutor's legal screening.
 - D. Answer inquiries from defense attorneys on possible eligibility.
 - E. Enter data into the DCCMIS system.
 - F. Liaise with treatment providers and drug testing contractor, probation, and residential treatment facilities.
 - G. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, evidence-based substance abuse and mental health treatment, behavior modification, and/or community supervision.
 - H. Ensure that new team members are provided with a formal training within three months of joining the team on the topics of confidentiality, and his or her role on

the team. Ensure that the new team member is also provided with copies of all program policy and procedure manuals, the participant handbook, and a copy of all current memoranda of understanding.

5. The Oakland County Prosecutor's Office will assign one or more prosecuting attorneys to participate as team member(s) and to:
 - A. Provide legal screening of eligible participants.
 - B. Attend staffing meetings and review hearings and provide input on incentives and sanctions for participants.
 - C. Represent the interest of the prosecutor and law enforcement.
 - D. Provide feedback, suggestions, and ideas on the operation of the juvenile mental health court.
 - E. Advocate for public safety.
 - F. Advocate for victim interest.
 - G. Hold participants accountable for meeting their obligations.
 - H. If a plea agreement is made based on completion of the program, complete appropriate court documents for resultant modification(s) upon participants successful completion of the program (reduced charge, nolle prosequi, etc.).
 - I. May help resolve other pending legal cases that impact participants' legal status or eligibility.
6. The Oakland County Sheriff's Office will assign one or more deputies to transport detained participants and provide security for review hearings.
7. The Defense bar representative will participate as a team member and:
 - A. Attend staffing meetings and review hearings and provide input on incentives and sanctions for participants.
 - B. Ensure that defendants' procedural and due process rights are followed.
 - C. Ensure that the participants are treated fairly, and that the juvenile mental health court team follows its own rules.
 - D. Provide feedback, suggestions, and ideas on the operation of the juvenile mental health court.

8. Oakland County Health Network (OCHN) will assign a mental health professional to participate as a team member and to:
 - A. Attend staffing meetings and review hearings and provide input on incentives and sanctions for participants.
 - B. Share information as necessary, and in compliance with 42 CFR and HIPAA, to appraise participants' progress in, and compliance with the conditions of juvenile mental health court.
 - C. Conduct assessments to determine program eligibility, appropriate treatment services, and progress in treatment.
 - D. Report on attendance and progress of participants in treatment services.
 - E. Manage delivery of treatment services.
 - F. Administer behavioral or cognitive-behavioral treatments that are documents in manuals and have been demonstrated to improve outcomes.
 - G. Provide clinical case management.
 - H. Offer insights and suggestions on the treatment plans of individuals in the program.
 - I. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, evidence-based substance abuse and mental health treatment, behavior modification, and/or community supervision.
 - J. Enter data into the DCCMIS system.
 - K. Provide feedback, suggestions, and ideas on the operation of the juvenile mental health court.
9. Community mental health service providers including Oakland Family Services and Easterseals Michigan may assign mental health professionals to participate as team members and to:
 - A. Share information as necessary, and in compliance with 42 CFR and HIPAA, to appraise participants' progress in, and compliance with the conditions of juvenile mental health court.
 - B. Conduct assessments to determine appropriate treatment services and progress in treatment.
 - C. Report on attendance and progress of participants in treatment services to juvenile caseworkers.

- D. Manage delivery of treatment services.
- E. Administer behavioral or cognitive-behavioral treatments that are documents in manuals and have been demonstrated to improve outcomes.
- F. Provide clinical case management.
- G. Offer insights and suggestions on the treatment plans of individuals in the program.
- H. On an annual basis, attend current training events on legal and constitutional issues in mental health courts, evidence-based substance abuse and mental health treatment, behavior modification, and/or community supervision.
- I. Provide feedback, suggestions, and ideas on the operation of the juvenile mental health court.

Program Fee

The program does not charge a fee for participation.

Deferrals, Delays, and Deviation from Sentencing Guidelines

The prosecutor must approve an individual's admission into the Juvenile Mental Health Court, if the individual will be eligible for discharge and dismissal of an offense, and must agree to each discharge and dismissal.

Confidentiality

1. A juvenile mental health court's performance of, or request for, an assessment of chemical dependency of a juvenile mental health court participant, or a referral to treatment, places the juvenile mental health court within the parameters of 42 CFR, Part 2. Additionally, treatment agencies partnering with the Juvenile Mental Health Court must comply with the Health Insurance Portability and Accountability Act (HIPAA) that protects confidentiality and the security of protected health information; therefore, all parties agree to abide by the following:
 - A. Confidential treatment court information and records, including information obtained from participating in a preadmission screening and evaluation assessment, is confidential and is exempt from disclosure under the Freedom of Information (FOIA), and may not be used to initiate or substantiate any criminal charges against a participant or to conduct any investigation of a participant, unless it reveals criminal acts other than, or inconsistent with, personal drug use. (42 CFR, Part 2)
 - B. State law may neither authorize nor compel any disclosure prohibited by the federal regulations, but where state law prohibits disclosure that would be permissible under the federal regulations, the stricter standard applies.

- C. Treatment courts may receive or release information or records of participants only with the specific knowing, voluntary, and written consent of the participant, or under certain very limited exceptions. (42 CFR, Sections 2.14 through 2.35)
 - D. The participant must be advised, orally and in writing, that federal law protects the confidentiality of treatment records. The notice must cite Section 290dd-2 and the implementing regulations (Sections 2.1 through 24 of Title 42 of the code of Federal Regulations).
 - E. Any documented treatment information distributed with the participant's consent must be accompanied by a Notice of Prohibition Against Redisclosure. The prohibition on redisclosure only applies to information that would identify, directly or indirectly, an individual as having been diagnosed, treated, or referred for treatment for a substance use disorder, such as indicated through standard medical codes, descriptive language, or both, and allows other health-related information shared by the part 2 program to be redisclosed, if permissible under other applicable laws. (42 CFR, Section 2.32)
 - F. Confidential records must be kept in a secure room and locked container. Access to confidential records must be limited to authorized individuals. (42 CFR, Section 2.16)
- 2. Juvenile mental health court team members shall be familiar with relevant federal and state laws and regulations in order to develop or modify appropriate policies and procedures regarding confidentiality.
 - 3. All file storage systems shall include procedures for limiting access to records after the participant's consent expires or is revoked. Thus, paper records that can be accessed by all juvenile mental health court personnel during the duration of the participant's consent are transferred to a more restricted storage facility as soon as the consent is terminated. Records on computers are sealed by changing the password or other access.
 - 4. All team members shall abide by the attached Juvenile Mental Health Court policy and procedures regarding sharing or distribution of confidential information which regulates and controls access to and use of written and electronic confidential records. Written procedures include requests for access to confidential information by the public, attorneys, or any interested party outside the treatment court team, and formal policies and procedures addressing security, including sanitization of associated media, for both paper and electronic records. (42 CFR, Section 2.16)
 - 5. Electronic data that is subject to confidentiality standards shall be protected by security walls and is password-protected. Access shall be limited, and disclosure/redisclosure is subject to approval by the treatment court judge and team.
 - 6. The juvenile mental health court team shall decide if pre-court staffing meetings will be closed to participants and the public and describe its policy in the participant agreement.

If the staffing is open to visitors, the participant must be provided the name of the visitor(s) and must consent in writing to have his or her confidential information released to the visitor. All visitors shall be required to sign an agreement that they adhere to the confidentiality provisions of the law (and particularly as to the rule against redisclosure) and the other requirements of the Juvenile Mental Health Court MOU.

7. The parties, including each party's employees and other agents, shall maintain the confidentiality of all records generated during the term of this MOU in accordance with all applicable state and federal laws and regulations, including, but not limited to, 42 CFR, Part 2.
8. In addition to the foregoing confidentiality requirements, the parties authorize their representatives serving as JMCH team members to acknowledge and sign the Juvenile Mental Health Court Team Member Confidentiality Agreement. (*Appended hereto*)

Term of Agreement

This agreement is effective for one year upon the date of the final signature and shall renew automatically for subsequent one-year terms unless otherwise modified. Any signatory to this agreement may terminate participation upon thirty days' notice to all other signatories.

Agency Representatives:

This MOU will be administered by the Juvenile Mental Health Court local team, which consists of the following stakeholder agency representation: Oakland County Prosecuting Attorney; Oakland County Sheriff's Office; 6th Circuit Court-Family Division and their juvenile casework department; Nichole Smithson, defense counsel representative, specializing in juvenile law; Oakland Community Health Network; Oakland Family Services; Easterseals Michigan; and the Oakland County Juvenile Mental Health Court Judge and project coordinator.

Modification of Agreement

All parties shall be notified in writing of proposed amendments to the MOU and shall be given 14 days to object or suggest changes. Once all parties agree and amendment language has been finalized, all parties will receive a copy of the MOU amendment.

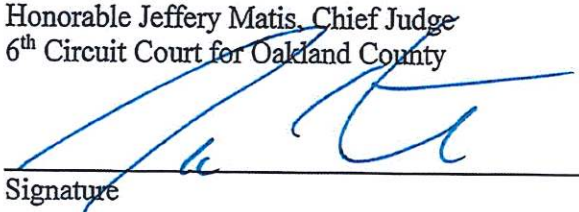
Other Interagency Agreements

This agreement does not preclude or preempt each of the agencies individually entering into an agreement with one or more parties to this agreement, nor does it supplant any existing agreement between such parties.

Signatures of Parties to this Agreement

The parties have entered into this agreement as evidenced by their signatures below. A copy of the agreement shall be provided to each signatory to the agreement. The original agreement shall be kept in the administrative offices of the 6th Circuit Court.

Honorable Jeffery Matis, Chief Judge
6th Circuit Court for Oakland County


Signature

4-6-22
Date

David T. Woodward, Chairperson and Authorizing
Official for funding Unit Oakland County
Board of Commissioners


David T. Woodward (Apr 15, 2022 11:58 EDT)

Signature

Apr 15, 2022
Date

Karen McDonald, Prosecuting Attorney
Oakland County Prosecutors Office

Karen D. McDonald

Signature

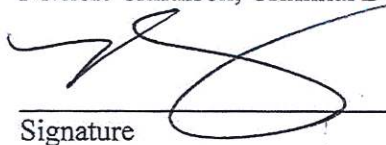
04/12/2022
Date

Michael Bouchard, Oakland County Sheriff
Oakland County Sheriff's Office


Signature

4.13.2022
Date

Nichole Smithson, Criminal Defense Attorney


Signature

4/11/2022
Date

Anya Eliassen, Chief Financial Officer
Oakland Community Health Network

Signature

Date

Callana Ollie, Chief Legal Officer
Oakland Community Health Network

Signature

Date

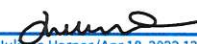
Jaimie Clayton, President
Oakland Family Services

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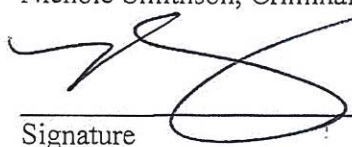
4/15/2022
Date

Juliana Harper, Chief Program Officer
Easterseals Michigan


Signature


Apr 18, 2022
Date

Nichole Smithson, Criminal Defense Attorney


Signature

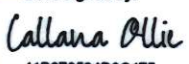
4/11/2022
Date

Anya Eliassen, Chief Financial Officer
Oakland Community Health Network

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4/19/2022
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Callana Ollie, Chief Legal Officer
Oakland Community Health Network

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4/19/2022
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Jaimie Clayton, President
Oakland Family Services

Signature

Date

Juliana Harper, Chief Program Officer
Easterseals Michigan

Signature

Date

**Oakland County Circuit Court-Family Division
Juvenile Mental Health Court (JMHC) Team Member
Memorandum of Understanding on Confidentiality**

This MEMORANDUM OF UNDERSTANDING is hereby acknowledged and agreed to by all Juvenile Mental Health Court (JMHC) team members as identified at that end of this document. From time-to-time, additional JMHC team members may be added or removed as necessitated by the continual operation of the JMHC. Such JMHC team member transitions will be acknowledged by on the signature page which may be revised and appended to this original document as necessary.

PURPOSE

This document is designed to allow the JMHC team members to acknowledge, understand, and adhere to confidentiality requirements necessary for their individual functions as JMHC members when meeting, discussing, and effectuating the JMHC program procedures and goals for JMHC participants.

Whereas, all parties are committed to ensuring that clients involved with both the criminal justice and treatment systems are afforded appropriate levels of treatment, with the least burdensome delivery of services;

Whereas, the privacy and confidentiality of information regarding clients involved with the criminal justice and treatment systems is an important legal and ethical obligation;

Whereas, all parties are committed to improving cooperation, integration, and collaboration at the service delivery, administrative, and evaluative levels for the benefit of clients involved with both the criminal justice and treatment systems;

Whereas, all parties agree that improvements to the quality and effectiveness of services can be supported by the sharing of relevant and necessary information;

Whereas, all parties agree that the exchange of information between criminal justice and treatment systems is allowable and encouraged within the parameters of 42 CFR, Part 2, and 45 CFR, Parts 160 and 164;

Whereas, all parties mutually agree that this agreement shall be interpreted considering, and consistent with governing state and federal laws;

Whereas, all parties agree that information identifying the clients or any information regarding client treatment should be shared pursuant to a validly executed Consent to Release Information and only to the degree it is necessary for the recipient of the information to perform his or her role; and that information shared for evaluation of the quality and effectiveness of services will be used when protections of the client's identity have been utilized;

Now, therefore, the parties agree that this memorandum of understanding reflects their understanding and agreement as to the permitted and prohibited sharing and uses of information in the legal process.

DEFINITIONS

1. “Criminal justice information” or “criminal justice records” means any information, whether recorded or not, relating to an individual’s involvement with the criminal justice system, including confidential records and files maintained by clerks of the court, law enforcement agencies, court probation departments, and the Michigan Department of Corrections.
2. “Confidential information” means any information, whether recorded or not, relating to an individual served by a substance use, mental health, or developmental disabilities service provider that is received in connection with the performance of any treating provider relationship.
3. “Treatment provider” means any person or entity at one location whose primary purpose is to provide services for the care, treatment, habilitation, or rehabilitation of substance users, the mentally ill, or the developmentally disabled.
4. "Community mental health services provider" or "CMHSP" means an area mental health, developmental disabilities, and substance use disorder authority that is responsible for the management and oversight of the public system of mental health, developmental disabilities, and substance use services at the community level and that is under contract with the Department of Health and Human Services to operate the combined Medicaid Waiver program authorized under Section 1915(b) and Section 1915(c) of the Social Security Act.
5. “Community-based provider” means any person or entity whose purpose is to provide, support engagement in, and/or coordinate services for the care of a participant, which may include assessment, treatment, community service, education, employment, or recreational activities.
6. “Disclose” or “disclosure” means a communication of patient identifying information, the affirmative verification or denial of another person’s communication of patient identifying information, or the communication of any information from the record of a patient who has been identified.

AGREEMENT

Each JMHC team member agrees to adhere to juvenile mental health standards, best practices, and promising practices as developed and published by the State Court Administrative Office as well as the following federal regulations:

1. Promote a mutual understanding of the allowances and limitations outlined in 42 CFR, Part 2, and 45 CFR, Parts 160 and 164, and other applicable state and federal laws;
2. Work together with the other agencies listed in this MOU to facilitate information sharing and to ensure that confidential information is disseminated only to the appropriate persons or agencies as provided by law or otherwise pursuant to a lawfully obtained consent form;
3. Share information as necessary, and in compliance with 42 CFR and HIPAA, to appraise participants' progress in, and compliance with, the conditions of the JMHC.
4. Train relevant staff in procedures for interagency collaboration and information sharing;
5. Comply with relevant state and federal law and other applicable local rules and ethical standards, which relate to records use, dissemination, and retention/destruction;
6. Comply with relevant state and federal law and other applicable local rules and ethical standards, which relate to the dissemination of information, whether written or oral.
7. Only disclose a participant's confidential information if there is a signed consent to release information form on file and it is accompanied by one of the following written statements:
 - a. This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR, Part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR, Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65; or
 - b. 42 CFR, Part 2 prohibits unauthorized disclosure of these records.

8. Develop appropriate internal written policies to ensure that confidential information concerning clients is disseminated only to appropriate personnel.
9. Share criminal justice information with any party to this agreement, pursuant to a court order or the written consent of the client in order to assess the client's needs and develop an appropriate service or treatment plan for the client.
10. Share criminal justice information with any party to this agreement, upon request and to the extent permitted by state and federal law and regulations, for the protection of the client and others.
11. Maintain the confidentiality of criminal justice records and limit disclosure of confidential information concerning clients only to authorized persons.
12. Ensure that any statements made by a client during evaluation and intake are protected, pursuant to the client's privilege against self-incrimination and right to counsel under the Fifth and Sixth Amendments to the United States Constitution, and MCL 600.1099.
13. Ensure that no presentencing report or risk and needs assessment is completed prior to an entry of a guilty plea without the written consent of the client, or the client's attorney.
14. Share sentencing information as appropriate with other parties to this agreement, as necessary, in order to comply with any evaluation, assessment, or treatment, ordered by the court.
15. Ensure that criminal justice records maintained by the court are retained and destroyed, in accordance with MCL 399.5, MCL 600.1428, MCL 691.1101, MCL 600.1093-1095, MCL 712A, MCL 722.827, MCL 330.2070, MCR 3.925, MCR 8.119(K), MCR 6.201, MCR 3.903, MCR 3.925
16. Maintain in accordance with 42 CFR, Part 2, and 45 CFR, Parts 160 and 164, as applicable, the confidentiality of substance use, mental health, and developmental disabilities services information obtained from an entity whose client information is governed by 42 CFR, Part 2, or 45 CFR, Parts 160 and 164, which includes substance use, mental health, or developmental disabilities services providers and community mental health service providers.
17. Use and disclose substance use, mental health, or developmental disabilities information acquired pursuant to an "JMHC Consent for Release of Information" (or any valid Consent for Release of Information) only as permitted by the terms of the executed Consent for Release of Information form, unless otherwise permitted or required by law.

18. Abide by 42 CFR, Part 2, Sec 2.32, which prohibits redisclosure of substance use disorder information unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR, Part 2.
19. Ensure that information obtained pursuant to the problem-solving court agreement and the program's Consent for Release of Information will not be used to initiate or substantiate any criminal charges against a participant except as otherwise authorized by 42 CFR, Part 2, Section 2.12(d)(1).

TERM OF AGREEMENT

This agreement is effective for one year upon the date of the final signature and shall renew automatically for subsequent one-year terms unless otherwise modified. Any signatory to this agreement may terminate participation upon notice to the team members with the release date noted on the signature/addendum page attached hereto.

All parties shall be notified in writing of proposed amendments to the MOU and shall be given 14 days to object or suggest changes. Once all parties agree and amendment language has been finalized, all parties will receive a copy of the MOU amendment.

ATTESTATION

The foregoing has been read and affirmed by the undersigned to acknowledge and sustain the individuals' collaborative efforts in maintaining confidentiality within the JMHC program for the Sixth Circuit Court of Oakland County – Family Division.

The undersigned agree to abide by the JMHC policy and procedures regarding confidentiality in performance of their duties within the JMHC and promise to be mindful of potential confidentiality issues whenever discussing participants.

Upon release as a JMHC team members, the undersigned agree to relinquish any confidential JMHC program and/or participation information, documents, and/or data in their possession, which was obtained as a result of their JMHC team member status. The information, documents, and/or data shall be given to the JMHC team member's successor or the program coordinator, if a successor team member is not identified at the time of the JMHC team member's release. The undersigned also agree to maintain the confidence and preserve inviolate the JMHC team participant discussions and communication upon the release as a JMHC team member.

A copy of the agreement shall be provided to each signatory to this team member confidentiality MOU. The original Agreement and signature pages shall be maintained in the Office of the Oakland County Court Administrator.

SIGNATURE PAGE
Oakland County Circuit Court-Family Division
Juvenile Mental Health Court (JMHC) Team Member
Memorandum of Understanding on Confidentiality

Name	JMHC Team Position	Signature	Date Signed	Date Released from JMHC
Judge Julie A. McDonald	Supervising Judge			
	Juvenile Caseworker			
Nichole Smithson	Defense Bar Representative			
	Assistant Prosecuting Attorney			
	Mental Health Liaison, Oakland Community Health Network			
	Project Coordinator			
	DCCMIS contributor			
	Juvenile Referee			
	Treatment Provider Representative Oakland Family Services			
	Treatment Provider Representative Easterseals Michigan			