



**LEECH LAKE BAND OF OJIBWE  
TRIBAL COURT**

*Joseph Plumer, Chief Judge  
Korey Wahwassuck, Associate Judge  
Patricia Pizzala, Court Administrator  
Samantha Senganidzojasi, Sr. Court Clerk*

6530 Highway 2 NW  
Cass Lake, MN 56633  
(218) 335-3682 (4418)  
Fax: (218) 335-3685

**Fax**

To: MISTI PORTER From: KOREY WAHWASSUCK  
Fax: 480-789-7605 Pages: 14  
Phone: \_\_\_\_\_ Date: 7/8/10  
Re: WELLNESS COURT DOCUMENTS

Urgent     For Review     Please Comment     Please Reply     Please Recycle

• **Comments:**

HERE YOU GO ! PLEASE DON'T HESITATE  
TO CALL IF YOUR TEAM HAS QUESTIONS.




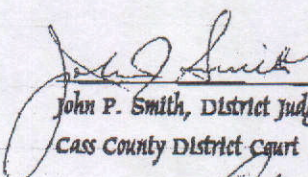
## JOINT POWERS AGREEMENT


BE IT KNOWN THAT we the undersigned agree to, where possible, jointly exercise the powers and authorities conferred upon us as Judges of our respective jurisdictions in furtherance of the following common goals:

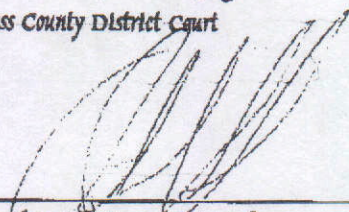
1. Improving access to justice;
2. Administering justice for effective results; and
3. Fostering public trust, accountability, and impartiality.

IN WITNESS WHEREOF, we hereunto set our hands and affix our seals this 19<sup>th</sup> day of July 2007.

  
 \_\_\_\_\_  
 Korey Wahwassuck, Chief Judge  
 Leech Lake Tribal Court

  
 \_\_\_\_\_  
 John P. Smith, District Judge  
 Cass County District Court

  
 \_\_\_\_\_  
 Antta Fineday, Associate Judge  
 Leech Lake Tribal Court

  
 \_\_\_\_\_  
 David Harrington, District Judge  
 Cass County District Court

## WELLNESS COURT CONTRACT



I, \_\_\_\_\_, with a birth date of \_\_\_\_\_, and an address of \_\_\_\_\_, have entered a guilty plea in Case No. \_\_\_\_\_, to the crime of \_\_\_\_\_.

I understand that by entering into this Wellness Court Contract, I am bound by the following terms:

1. I will successfully participate in alcohol and/or other drug treatment as directed by the Wellness Court, including my treatment/case plan. Depending on my income and insurance, I understand that I may have to pay for some or all of the cost of my treatment.
2. I agree to be supervised by the Wellness Court Liaison/Probation Officer or other persons designated by the Wellness Court.
3. I will obey all laws and be of good conduct.
4. I understand I will be required to pay a fee of **\$10 per month** if paying supervision fees, **\$20 per month** if not paying supervision to participate in this program.
5. I will attend all treatment meetings, court dates and other scheduled appointments and I will be on time.
6. I will submit to random chemical testing. I agree that the court may generally rely on a presumptive chemical test result. I may request a further confirming test but if those results are positive, I will not only pay for the cost of the test but will be sanctioned and my program may be terminated based on my failure to be candid with the court about my chemical use. I understand that if I delay or refuse testing, it will be considered "dirty" and I will be sanctioned. I understand that I may also be tested in my home. I understand that altering or trying in any way to change my body fluids to hide drug or alcohol use may be grounds sanctions or termination from drug court.
7. I agree to sign consents for disclosure of confidential information regarding all of my treatment programming and pertinent medical records to the Wellness Court.
8. I agree to tell any law enforcement officer who contacts me that I am in Wellness Court. I will immediately notify my supervising agent of any/all contact I have with law enforcement. I understand that I cannot work as a confidential informant with any law enforcement agency while I am in Wellness Court.
9. I agree to keep the Wellness Court informed of my current residence, employment/school status, address and telephone number(s), including any cell phone number, and to report any changes within 24 hours. I understand that where I live is subject to the approval of the Wellness Court. I must provide safe access to my current residence. Safe access shall be defined by probation, law enforcement and/or the Wellness Court Team. I will not leave Minnesota without getting prior approval from the Wellness Court.
10. I understand that I cannot have any firearms or weapons while I am in Wellness Court. I cannot live at a residence where firearms or weapons are kept. I understand that failure to notify the Wellness Court about firearms or weapons in my home may result in sanctions or termination from the program.
11. I understand that I am responsible for what goes into my body, including food, drinks or medication that may contain alcohol or other addictive drugs. I will not use, possess or associate with persons who use or possess any controlled substance, illegal drug or alcohol. I will tell all of my treating physicians that I am a recovering addict, and that I may not take narcotic or addictive medications. If a treating physician wants to prescribe narcotic or addictive medications to me, I must tell my supervising agent and get specific permission from the Wellness Court to take the medication. I will notify my supervising agent within 24 hours of receiving a doctor's prescription for medication. Before taking over-the-counter or prescribed medication, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive and contains no alcohol.

12. I will subject myself to any search of my person, vehicle, and premises to enforce this contract when asked by the Wellness Court supervising agent/police officer.
13. I understand that I cannot enter into any bars, taverns or other establishments where the primary profit of the business is from the sale of alcohol.
14. I understand that during the early phases of treatment and recovery, I may not be able to work. I also understand that during the course of the Wellness Court program, I will be required to get a job, further my education or perform community service work as approved by the Wellness Court. I understand that failure to do so may result in sanctions or termination from the program.
15. For the purposes of Wellness Court review hearings, I agree to give up my right to have my attorney present. I also understand that I may have to attend court at an alternate site a few times per year.
16. I understand that one sanction that may be imposed by the Wellness Court is to be taken into custody. I understand that by signing this contract, I am waiving my right to a probation violation hearing and all the rights associated with that hearing, including my right to appear before a judge, my right to confront witnesses against me, my right to subpoena witnesses on my own behalf, and my right to testify or remain silent. I am waiving these rights for probation violations when I am taken into custody as a sanction for misconduct while in the program. I understand that when I am taken into custody for violation of the conditions of Wellness Court, this will not be considered a probation violation.
17. I understand that failure to fully participate, failure to appear, positive chemical tests and other program failures or breach of this contract will result in sanctions being imposed against me, issuance of a bench warrant/apprehension order and/or termination.
18. I understand that if I enter this program and fail to finish it, I may not be allowed to enter the program again in the future.
19. I understand that my failure to successfully complete and graduate from the Wellness Court will result in a violation of conditions of probation and I will be subject to District Court proceedings.
20. I understand that in any future district court proceedings on the above referenced case, I may have the right to have my case heard in front of my sentencing judge. In consideration of being admitted to Wellness Court, I waive (give up) any rights under the law for my sentencing judge to hear any future court matters on my case and agree that my case will be assigned for all purposes, including, but not limited to, probation violation hearings and all Wellness Court proceedings, to the sitting Wellness Court Judge or Judges. I understand the Wellness Court Judge is the District Court Judge who is regularly presiding over Wellness Court, who may or may not be my sentencing judge in the above case. If my sentencing judge is the presiding Wellness Court Judge, then I understand my case will not need to be re-assigned unless the Wellness Court Judge is changed at some point in time.
21. I will to the best of my ability, take advantage of the opportunities offered to me in this program and complete this contract within \_\_\_\_\_ months of starting.
22. Other specific conditions:

I have read the above contract. I understand what I have read. I have consulted with an attorney and fully understand my legal rights. I am willing to enter into this agreement with the Cass County/Leech Lake Band of Ojibwe Wellness Court.

<i>Participant's Signature</i>	<i>Date</i>	<i>Wellness Ct Prob. Officer</i>	<i>Date</i>
<i>Tribal Wellness Court Judge</i>	<i>Date</i>	<i>District Wellness Court Judge</i>	<i>Date</i>

**COPY**

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**CASS COUNTY/LEECH LAKE BAND OF OJIBWE  
WELLNESS COURT**

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**AGREEMENT** between the Cass County Attorney's Office, Cass County Sheriff's Department, Regional Native Public Defense Corporation, Minnesota Department of Corrections, Leech Lake Tribal Police Department, Leech Lake Tribal Court, Leech Lake Addiction and Dependency Program, First Step Walker, Ninth Judicial District Administration and Cass County District Court Judge.

The parties to this Agreement endorse the mission and goals of the Cass County Wellness Court (wellness court) so that participants may eliminate future criminal behavior and improve the quality of their lives. The parties recognize that for the wellness court mission to be successful, cooperation and collaboration must occur within a network of agencies.

**The parties to this Agreement support the following mission statement:**

The purpose of the Cass County Leech Lake Band of Ojibwe Wellness Court is to reduce the number of repeat substance dependent and DWI offenders by using a team approach in the court system. Upon acceptance, candidates will be provided the opportunity to participate in individual treatment programs designed to promote accountability, self-sufficiency and to enhance public safety. Compliance will be accomplished by using an established system of court ordered sanctions/ incentives as well as community and family support systems.

**The parties agree that there are ten principles under which the respective agencies will work cooperatively. They are:**

1. The wellness court integrates alcohol and other drug treatment services with criminal justice system processing.
2. The wellness court uses a non-adversarial approach, prosecution and defense counsel to promote public safety while protecting participants' due process rights.
3. Eligible participants are identified early and referred to the wellness court.
4. The wellness court provides access to a continuum of alcohol, drug and other related treatment and rehabilitation services.
5. Frequent alcohol and other drug testing monitor's abstinence.
6. A coordinated strategy governs the wellness court responses to the participant's compliance.
7. There is on-going judicial interaction with each wellness court participant.
8. A monitoring and evaluation plan measures the achievement of program goals and gauges effectiveness.
9. Continuing interdisciplinary education promotes effective substance abuse court planning, implementation and operations.
10. Forging partnerships among wellness courts, public agencies and community-based organizations, generate local support and enhance the wellness court's effectiveness.

## INDIVIDUAL AGENCY RESPONSIBILITIES AND STAFF COMMITMENTS

### **Wellness court Judge**

1. The judge will assume the primary role to motivate and monitor the participants of the wellness court program.
2. The judge will ensure a cooperative atmosphere for attorneys, case managers, probation, law enforcement, and treatment providers to stay focused on the task of providing substance abusers with treatment opportunities.
3. The judge will provide the necessary reinforcers when deemed appropriate while maintaining the integrity of the court.
4. The judge will participate as an active member of the staffing team and chairs the Steering Committee.
5. The judge will provide training to new or replacement judges.
6. The judge will act as a mediator to develop resources and improve interagency linkages.
7. The judge will act as a spokesperson to educate the community and peers about the wellness court program.

### **Wellness court Coordinator**

1. The coordinator will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.
2. The coordinator will provide oversight to the wellness court program.
3. The coordinator will organize events and meetings, compile supporting materials to disseminate to stakeholders and providers of services to maintain linkages, develop marketing strategies, create a press package and act as a media contact person.
4. The coordinator will continuously monitor and evaluate the progress of the wellness court program participants.
5. The coordinator will seek funding sources; respond to grant solicitations; implement and monitor grant funds and provide fiscal, narrative and statistical information as required by the funding source to ensure the ongoing operation of the program.
6. The coordinator will provide or seek continuing training for the wellness court team.
7. The coordinator will provide an annual report setting forth the incidence of recidivism among wellness court graduates.
8. The coordinator will provide leadership and direction to ensure compliance with the National Standards set forth by the National Association of Wellness court Professionals.
9. The coordinator will create court calendars; prepare reports for staffings and assure timely dissemination of compliance information; perform case flow coordination; expedite processes of notification, service placement, rescheduling, and preparation of warrants; collect fees; and monitor compliance.
10. The coordinator will provide training to new or replacement coordinator.
11. The coordinator will negotiate and monitor treatment and ancillary service contracts; conduct site visits; review progress reports and assist in audits and certification monitoring; create and monitor standards for urine collection and compliance reporting; ensure gender, age and culturally specific treatment services.
12. The coordinator will create and maintain a data collection system to monitor client compliance, identify trends and provide a basis for evaluation.

**Cass County Attorney**

1. The county attorney will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.
2. The county attorney will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.
3. The county attorney may dismiss charges on drug-related offenses only after the participants have successfully completed the wellness court program.
4. The county attorney agrees that a positive drug test or open court admission of drug possession or use alone will not result in the filing of additional charges based on that admission.
5. The county attorney makes decisions regarding the participant's continued enrollment in the program based on performance in treatment and in the program rather than on legal aspects of the case, barring additional criminal behavior.
6. The county attorney will participate as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.
7. The county attorney, during staffings, will advocate for effective sanctions and incentives for program compliance or lack thereof.
8. The county attorney will contribute to the team's efforts in community education and local resource acquisition.
9. The county attorney will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.
10. The county attorney will provide training to new or replacement prosecutor.

**Defense Counsel**

1. The defense counsel will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team and the Steering Committee.
2. The defense counsel will assist in identifying non-violent defendants arrested for specified drug or alcohol-related offenses.
3. The defense counsel will advise the defendant as to the nature and purpose of the wellness court, the rules governing participation, the consequences of abiding or failing to abide by the rules and how participating or not participating in wellness court will affect his/her interests.
4. The defense counsel will explain all of the rights that the defendant will temporarily or permanently relinquish.
5. The defense counsel will explain that because criminal prosecution for admitting to alcohol or other drug use in open court will not be invoked, the defendant is encouraged to be truthful with the judge, the case manager and the treatment staff, and inform the participant that he or she will be expected to speak directly to the judge, not through an attorney.
6. The defense counsel will participate as a team member, operating in a non-adversarial manner during court, to promote a sense of a unified team presence.
7. The defense counsel, during staffings, will advocate for effective sanctions and incentives for program compliance or lack thereof.

8. The defense counsel will contribute to the team's efforts in community education and local resource acquisition.
9. The defense counsel will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.
10. The defense counsel will train a new or replacement public defender.

#### **Treatment Provider**

1. The treatment provider will participate fully as a team member and will work as a partner to ensure their success.
2. The treatment provider will ensure that the participant receives the highest level of care available, at a reasonable cost, by all contracted and ancillary service providers.
3. The treatment provider will ensure that the participants are evaluated in a timely and competent process and that placement and transportation are effectuated in an expedited manner.
4. The treatment provider will provide progress reports to the team prior to staffings so that the team will have sufficient and timely information to implement sanctions and incentive systems.
5. The treatment provider will advocate for effective sanctions and incentives during staffings.
6. The treatment provider will provide training to the team on assessment basis of substance abuse, the impact of treatment on the offender and the potential for relapse.
7. The treatment provider will contribute to the team's efforts in community education and local resource acquisition.
8. The treatment provider will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.

#### **Probation Officer**

1. One probation officer will be assigned to provide field supervision of wellness court participants for the term of this Agreement, as funding permits, and will participate as an active member of the staffing team.
2. The probation officer will provide coordinated and comprehensive supervision and case management so as to minimize participant manipulation and splitting of program staff.
3. The probation officer will monitor accountability of social activities and home environment of the participant.
4. The probation officer will develop effective measures for drug testing and supervision compliance reporting that provide the team with sufficient and timely information to implement sanctions and incentive systems.
5. The probation officer will participate in bi-weekly case reviews with the judge, treatment provider and wellness court staffing team.
6. The probation officer will coordinate the utilization of community-based services such as health and mental health services, victims' services, housing, entitlements, transportation, education, vocational training, job skills training and placement to provide a strong foundation for recovery.
7. The probation officer will provide on-site progress reports to the judge.
8. The probation officer will provide frequent, observed drug testing on a random basis.
9. The probation officer will participate as an active member of the Steering Committee.



10. The probation officer will contribute to the team's efforts in community education and local resource acquisition.
11. The probation officer will contribute to the education of peers, colleagues, and judiciary in the efficacy of wellness courts.

#### **Cass County Sheriff's Department**

1. An officer from the sheriff's department will be assigned to the wellness court program for the term of this Agreement, as funding permits, and will participate as an active member of the Steering Committee.
2. The sheriff's department will provide information of participant appropriateness from law enforcement sources to the team, and make recommendations to the team.
3. The sheriff's department will provide access to in-custody treatment services for those returning to custody as a sanction.
4. The sheriff's department will facilitate the swift delivery of bench warrants for participants who have absconded from the program, and release them into treatment on the judge's orders.
5. The sheriff's department will provide a monitoring function to the team by going on joint home visits, reporting on a participant's activities in the community, and supervising participation in community service.
6. The sheriff's department will provide assistance, information and support to participants in the community encouraging them to succeed in the program.

#### **Leech Lake Tribal Police Department**

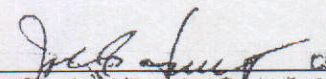
1. The police department serves as a liaison between the Steering Committee and the community and provides information to the Steering Committee on community issues related to drug or alcohol abuse.
2. The police department provides feedback on potential candidates for the wellness court program.
3. The police department will provide a monitoring function to the team by going on joint home visits, reporting on a participant's activities in the community, and supervising participation in community service.
4. The police department will provide assistance, information and support to participants in the community encouraging them to succeed in the program.
5. A representative from the police department will participate as an active member of the Steering Committee.

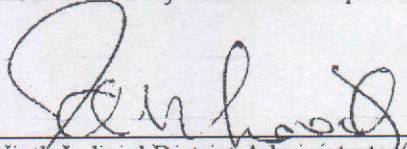
In creating this partnership and uniting around a single goal of addressing an underlying problem affecting our community, we are pledged to enhance communication between the courts, law enforcement and treatment programs. Through this linkage of services, we expect greater participation and effectiveness in addressing drug offenders involved in the criminal justice system.

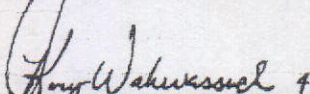
**Agreement Modifications**

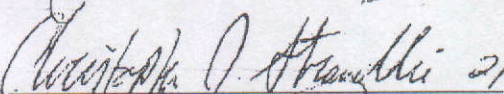
Any individual agency wishing to amend/modify this Agreement will notify the Steering Committee of the issue(s). The Steering Committee will address the issue(s) for purposes of modifying/amending the Agreement. The issue will be decided by consensus (if possible) or by simple majority, if not.

IN WITNESS THEREOF, the parties have caused their duly authorized representatives to execute this Agreement.

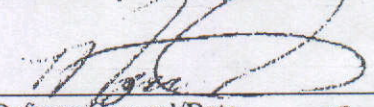
 02-18-10  
Ninth Judicial District Court Judge/Date

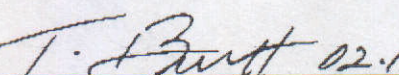
 6/17/10  
Ninth Judicial District Administrator/Date

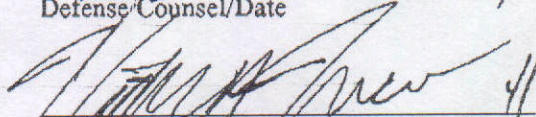
 4/29/10  
Leech Lake Tribal Court/Date

 2/18/10  
Cass County Attorney/Date

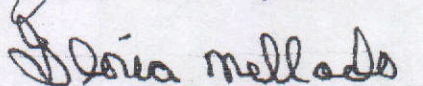
 5/6/10  
Leech Lake Police Department/Date

 5/12/10  
Defense Counsel/Date

 02-18-10  
Cass County Sheriff's Department/Date

 4/29/10  
Minnesota Department of Corrections/Date

**Business closed**  
First Step Walker Treatment Center/Date

 6-1-10  
Leech Lake Addiction & Dependency Program/Date

**LEECH LAKE RESERVATION TRIBAL COUNCIL****RESOLUTION NO. 2006-81****APPROVAL OF AND AUTHORIZATION TO PARTICIPATE IN THE LEECH LAKE BAND OF OJIBWE/CASS COUNTY WELLNESS COURT**

**WHEREAS,** the Leech Lake Band of Chippewa Indians is a Federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, and operating under the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe; and

**WHEREAS,** the Leech Lake Reservation Tribal Council is the duly elected and authorized governing body of the Leech Lake Reservation; and

**WHEREAS,** the Leech Lake Tribal Council is charged with the responsibility of protecting and advocating for the health and welfare of Leech Lake Band members within the Leech Lake Reservation boundaries; and

**WHEREAS,** the Leech Lake Tribal Council acknowledges the need to reduce the number of repeat substance dependent and DWI offenders by using a team approach in the court system; and

**WHEREAS,** the Leech Lake Band of Ojibwe/Cass County Wellness Court will focus on the impaired driver, with treatment and intensive supervision; and

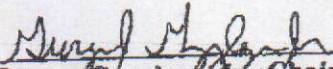
**WHEREAS,** it is the judgment of the Leech Lake Tribal Council that it would be in the best interest of tribal members of the Leech Lake Band of Ojibwe for the Band to participate in the Leech Lake Band of Ojibwe/Cass County Wellness Court;

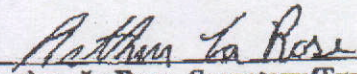
**NOW THEREFORE BE IT RESOLVED,** that the Leech Lake Tribal Council hereby approves and authorizes the participation of the Leech Lake Band as a partner in the Leech Lake Band of Ojibwe/Cass County Wellness Court, within and under the authority of the Chief Judge of the Leech Lake Tribal Court, including the power to promulgate court and administrative procedures for the successful implementation and operation of the Leech Lake Band of Ojibwe/Cass County Wellness Court.

Leech Lake Tribal Council  
Resolution Number 2006-81  
Page 2 of 2

**CERTIFICATION**

**WE DO HEREBY CERTIFY** that the foregoing Resolution was duly presented and acted upon by a vote of 3 for, 0 against and 0 silent at a Special Meeting of the Leech Lake Tribal Council, a quorum being present, held on March 14, 2006 at CABS Lake Minnesota.

  
George Gaggleye, Jr., Chairman  
Leech Lake Tribal Council

  
Arthur LaRose, Secretary/Treasurer  
Leech Lake Tribal Council

RESOLUTION  
OF THE  
COUNTY BOARD OF COMMISSIONERS  
ITASCA COUNTY, MINNESOTA

Adopted February 12, 2008

Commissioner Dowling moved the adoption of the following resolution:

Resolution No. 02-08-01 (Page 1 of 2)

RE: SUPPORT OF JOINT POWERS AGREEMENT BETWEEN LEECH LAKE  
TRIBAL COURT AND 9<sup>TH</sup> JUDICIAL DISTRICT COURT (ITASCA COUNTY)

WHEREAS, the Leech Lake Band of Chippewa Indians is a Federally recognized Indian Tribe organized under the Indian Reorganization Act of 1934, and operating under the Revised Constitution and Bylaws of the Minnesota Chippewa Tribe; and

WHEREAS, the Leech Lake Reservation Tribal Council is the duly elected and authorized governing body of the Leech Lake Reservation; and

WHEREAS, the Itasca County Board of Commissioners is the duly elected and authorized governing body of Itasca County; and

WHEREAS, the Itasca County Board acknowledges the importance of enlisting diverse inter-governmental and inter-jurisdictional involvement in solving problems and delivering services; and

WHEREAS, the Itasca County Board places a priority on working collaboratively and creatively for better results across service delivery systems; and

WHEREAS, the Leech Lake Tribal Court and the 9<sup>th</sup> Judicial District Court (Itasca County) will execute a Joint Powers Agreement on February 22, 2008 formalizing the Courts' working relationship toward mutual goals of improving access to justice; administering justice for effective results; and fostering public trust, accountability, and impartiality;

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby makes official its support for the Joint Powers Agreement between the Leech Lake Tribal Court and the 9<sup>th</sup> Judicial District (Itasca County); and

FURTHER BE IT RESOLVED, that the Itasca County Board welcomes cooperation with the Leech Lake Tribal Council to solve issues common to both governments.

Resolution 02-08-01 (Continued)  
Page 2 of 2

Commissioner McLynn seconded the motion for the adoption of the resolution and it was declared adopted upon the following vote:

Yeas <u>  5  </u>	Nays <u>  0  </u>	District #1 <u>  Y  </u>	District #2 <u>  Y  </u>
Other <u>  N/A  </u>		District #3 <u>  Y  </u>	District #4 <u>  Y  </u>
		District #5 <u>  Y  </u>	

STATE OF MINNESOTA  
Office of County Coordinator  
ss. County of Itasca

I, ROBERT E. OLSON, Coordinator of County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12th day of February A.D. 2008, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 12th day of February, A.D. 2008.

*Robert E. Olson*  
Coordinator

By \_\_\_\_\_ Deputy