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| DISTRICT COURT, EL PASO COUNTY, COLORADO20 E. Vermijo StreetColorado Springs, Colorado 80903**THE PEOPLE OF THE STATE OF COLORADO:**In the Interest of: Children, EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES Petitioner,And Concerning  Respondents.Attorney or Party Without Attorney: (Name & Address)Phone Number: FAX Number: E-mail: Atty. Reg. #  | COURT USE ONLYCase Number: Division: **Q** Ctrm: **W160** |
| FAMILY TREATMENT DRUG COURT AGREEMENT AND WAIVER |

 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Height \_\_\_\_\_\_ Weight \_\_\_\_\_\_ Hair \_\_\_\_\_ Eyes \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Race \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Ethnicity: **□** Hispanic **□** Non-Hispanic

I hereby apply for admission to the El Paso County Family Treatment Drug Court (FTDC). In the event that I am selected for admission, I hereby agree to all the terms and conditions of the program as set forth in this agreement. I also consent to the waiver of certain legal rights as set forth in this agreement to which I might otherwise be entitled. In the event that I am not selected for participation in this program, this agreement shall be null and void.

**TERMS AND CONDITIONS OF THE FAMILY TREATMENT DRUG COURT**

**(\_\_\_) Section One: Rights, Waivers, and Proceedings for Respondents**

1. I understand that I have the right to hire an attorney to represent me at every stage of my dependency and neglect case. If I am indigent, I can request appointment of court-appointed counsel to represent me. I understand that even if I do not request court-appointed counsel initially, I can request such appointment at any stage in the proceedings.
2. I understand that entry into the FTDC is completely voluntary. I understand that I must accept all terms and conditions of this agreement in order to be accepted into the FTDC.
3. I understand that the decision as to whether or not I will be accepted into the program will be made after the Preliminary Protective Proceeding and after the Petition in Dependency and Neglect is filed. El Paso County Department of Human Services (EPCDHS) and the Court will make the final determination of my eligibility to participate in this program.
4. As a condition for participating in this program, I understand that I must admit one of the allegations in the Petition in Dependency and Neglect. That admission must include that my substance abuse places my child or children at risk, if such an allegation is made. I further understand that by admitting to one or more of the allegations contained in the Petition that I am giving up my rights associated with trial. These rights include:
	* 1. the right to trial before a Magistrate, a District Court judge, or a jury of six;
		2. the right to proof by a preponderance of the evidence that the allegations are true;
		3. the right to cross-examine the witnesses against me;
		4. the right to subpoena witnesses to testify for me;
		5. the right to testify on my own behalf;
		6. the right to appeal any decision made at trial.
5. I understand that I have the right to have my case transferred to a District Court Judge, but that by participating in this program I waive that right and consent to my case being heard by the FTDC Magistrate. If at any time I request transfer to a District Court Judge, that request will result in my removal from the program and my family and I will no longer be eligible for the extensive FTDC services. I understand that if I request to transfer the case to a District Court Judge, the FTDC Magistrate will remove my case from the FTDC program, initiate discharge procedures (see subsection nine), outstanding sanctions shall still apply and I must attend a discharge TSM.
6. I understand that the FTDC Magistrate may discharge me from the FTDC program and transfer my case to the traditional Dependency and Neglect docket. Grounds for discharge from the program include, but are not limited to: lack of compliance with court orders, lack of progress in treatment goals, criminal behavior (new charges, violence or threats of violence), becoming ineligible to receive services from the service providers, or repetitive failure to attend court hearings. Should the Magistrate discharge my case from the FTDC program, the Court shall initiate discharge procedures (see subsection nine).
7. I understand that I must notify both my EPCDHS caseworker and my Savio Direct Link worker (DLW) if I become involved in a relationship with anyone, and *prior to* allowing anyone to move into my home. For the protection of my children, such persons will be subject to background checks and may be asked to participate in the case as Interested Parties.
8. I understand that if I become involved in the criminal Drug Court program, I will be required to comply with the requirements of each Drug Court. I understand that I will be required to sign releases of information permitting the two Drug Court programs to exchange information about my cases.

**(\_\_\_) Section Two: Rights, Waivers, and Proceedings for El Paso County Department of Human Services (EPCDHS)**

A. I understand that EPCDHS will provide services to me and my family as outlined in the Program Description for Participants and by statute.

B. I understand that EPCDHS has the right to transfer my case to a District Court Judge. By signing this contract, EPCDHS consents to have my case heard by the FTDC Magistrate and will not request to transfer my case to a District Court Judge until one (1) year (expedited cases) or eighteen (18) months (non-expedited cases) respectively, from my signing of the FTDC Contact, as long as I am compliant with the FTDC and the Family Services Plan. I understand that at the end of the time periods specified above, or if I am not compliant with the services provided to me and my family, EPCDHS may request that my case be removed from the FTDC program as necessary to establish permanency for my child(ren).

**(\_\_\_) Section Three: Rights, Waivers, and Proceedings for Guardian ad Litem (GAL)**

A. I understand that the GAL will represent the best interests of my child(ren) as outlined in the Program Description for Participants and by statute.

B. I understand that the GAL has the right to transfer my case to a District Court Judge. By signing this contract, the GAL consents to have my case heard by the FTDC Magistrate and will not request to transfer my case to a District Court Judge until one (1) year (expedited cases) or eighteen (18) months (non-expedited cases) respectively, from my signing of the FTDC Contact, as long as I am compliant with the FTDC and the Family Services Plan. I understand that at the end of the time periods specified above, or if I am not compliant with the services provided to me and my family, the GAL may request that my case be removed from the FTDC program as necessary to establish permanency for my child(ren).

**(\_\_\_) Section Four: Rights, Waivers, and Proceedings for Special Respondents**

1. I understand that if I am or become involved in a relationship with a Respondent in this case, or if I move into a Respondent’s home, and will therefore have contact with the children who are the subject of the case, the FTDC will ask that I be added as a Special Respondent. Becoming a Special Respondent is a requirement for having contact with these children. Said contact may be therapeutic, if deemed necessary by the treatment team.
2. I understand that being added as a Special Respondent to this case is completely voluntary on my part, and that I may request to be dismissed at any stage of the proceedings. I also understand that withdrawing from the case may result in a court order that I have no contact with the children who are the subject of the case.
3. I understand that as a Special Respondent, I will be subject to court orders and may be sentenced to up to six months in jail for violating court orders. I also understand that I must accept all terms and conditions of this agreement in order to be added as a Special Respondent..

D. I understand that I have a right to hire an attorney at any stage of the proceedings. I understand that I am entitled to a court appointed attorney if I am indigent.

**(\_\_\_) Section Five: Substance Abuse Treatment Program**

1. I understand that I may not use alcohol, any controlled substances, or any mind altering substances (including but not limited to the misuse of common household substances, over-the-counter medication, marijuana, medical marijuana, or synthetic marijuana (or “spice”)). The only exceptions are to those controlled substances that are prescribed by a physician and as subject to the notification rules set forth below. This exception does not apply to medical marijuana as that is prohibited.
2. I agree to satisfactorily and timely complete a thorough diagnostic evaluation for an alcohol, drug, or substance abuse treatment program through EPCDHS or any other provider that is approved by the FTDC.
3. I understand that my participation in the FTDC requires significant time and cooperation with all the people on the FTDC team. Members of the FTDC team include, but are not limited to, the FTDC Magistrate, the Office of the County Attorney, the EPCDHS caseworker, the GAL, my attorney, my DLW and other treatment providers, and the FTDC Facilitator or other court personnel.
4. I hereby agree to sign releases of information regarding my treatment and my EPCDHS case. Unless I am also participating in the criminal Drug Court program, the information shall be released to members of the FTDC team only for FTDC purposes and only for the term of my case. I authorize the Court and the FTDC team to staff my case prior to my court appearances. I further waive any claim of confidentiality as to the information discussed and agree to hold harmless any member of the FTDC team for the discussion of such information.
5. I agree to complete the FTDC treatment program to the satisfaction of the Court, including faithful attendance and participation at all Treatment Support Meetings (TSMs), counseling sessions and other court-ordered treatment programs. I understand that the treatment program will also include random monitoring for substance use, at a frequency to be determined by my treatment provider. I understand that the results of such monitoring will be reported by my treatment provider and will not be protected by statutory confidentiality provisions. In order to promote accurate testing results, I understand and agree that I may not consume poppy seeds, alcohol, or controlled substances during the course of my participation in FTDC.
6. I understand that the treatment program is projected to be completed within twelve months. I further understand, however, that the Court may extend the treatment program for an additional period as the Court deems necessary, including a period of time for aftercare.

**(\_\_\_) Section Six: Prescription Drug Use/Medical and Dental Appointments**

1. I understand that I may only use prescription drugs as authorized and prescribed by a physician or dentist.

B. I agree that in the event that I am in need of prescription medication, I must ask my physician or dentist for non-narcotic medicine and may only take narcotic medication as deemed appropriate and necessary by my physician or dentist. I agree to inform any medication provider of my addiction history.

C. I understand that I shall notify my DLW of all medical or dental appointments in advance of said appointments. In the event of an emergency situation, I agree to immediately call the emergency pager to report the emergency situation to my DLW.

D. I agree to notify my DLW within twelve (12) hours of obtaining a prescription from my physician or dentist by contacting Savio directly or leaving a message. I understand that if I get the prescription after-hours or on the weekend, I shall still leave a message for my DLW. In addition, I understand that I must also do the following:

i. use the medication only as prescribed and log my use for my DLW to monitor;

ii. provide a copy of the prescription to my DLW at the next contact;

iii. provide a copy of the prescription to my substance abuse treatment provider at the next contact;

iv. disclose and/or list the medication every time I take a UA;

v. submit to pill counts by SAVIO or DHS;

vi. medication shall be kept out of children’s access.

1. I understand that I can not take unauthorized prescription medication, share my prescription medication with others, or transfer my prescription medicine to another bottle.
2. I agree not to pursue a medicinal marijuana license or use marijuana during the pendency of this case. I agree to revoke any current medicinal marijuana license and show proof to the Court.

**(\_\_\_) Section Seven: Violations**

I understand and agree that any of the following shall be considered a violation of my agreement for participation in the FTDC:

1. Positive urinalysis. (Includes non-disclosed/unapproved prescription or over-the-counter medication, alcohol, synthetic marijuana (“spice”), marijuana, and illegal or controlled substances).
2. Missed urinalysis.
3. Failure to produce enough urine for a urinalysis, or failure to submit a urinalysis or breath or blood analysis, without a medical note. A sanction will be imposed even if the urinalysis is rescheduled and then attended.
4. Dilute urinalysis. (Dilute urinalysis = positive urinalysis). I agree that a creatine level of less than 20.0 shall be considered dilute.
5. Positive breath or blood analysis for alcohol.
6. Failure to attend substance abuse treatment without a medical note. A sanction will be imposed even if the treatment session is rescheduled and then attended.
7. Failure to attend any appointment or meeting with my DLW.
8. Failure to attend any court proceeding unless my appearance has been waived in advance by the Family Treatment Drug Court Magistrate.
9. Any form of tampering including a creatine level greater than 300.0, substitution, use of an adulterant, or a UA that is not within the correct temperature range, shall warrant a sanction. If a UA is tampered with, no subsequent UA will be collected that day. Said UA will be considered a missed UA.
10. Failure to complete a sanction by the court ordered deadline.
11. Misuse of prescription medications (including failure to provide prescriptions, failure to comply with a pill count, failure to sign releases for any prescribing medical professionals).
12. Violating the agreed upon, and court ordered, safety plan.
13. I understand that failure to have negative urinalysis for THC at or after the court ordered “out date” shall constitute a positive urinalysis and is subject to sanction.

**(\_\_\_) Section Eight: Sanctions**

1. If any of the violations set forth in Section Seven occur, the Court will hold me in contempt of court and impose immediate sanctions.
2. I understand that I waive my right to have a contempt citation filed against me, my right to proof beyond a reasonable doubt, and all other rights associated with a hearing on the allegations, including the rights outlined in Section One.
3. I understand that I retain the right to challenge the validity of any chemical test, and that the imposition of sanctions will be delayed until the retest results are obtained. If I request a retest, I will be responsible for the full cost of the testing. I understand that retesting must include a full panel screen. A dilute sample cannot be retested.
4. I understand that the Court will take into consideration verifiable and reasonable mitigating circumstances prior to imposing a sanction.
5. I understand that the treatment team will make a recommendation about the most appropriate sanction in response to a violation(s) listed in Section Seven, and the Court will hear my requests and arguments through my attorney during staffing. The FTDC Magistrate will make the final decision regarding any sanction.
6. I understand that when a sanction is imposed, I must complete the sanction by the deadline imposed (usually the next Treatment Support Meeting). If I do not do so, I may be held in further contempt of court.
7. I understand that where a choice is given between community service (CS) and jail, the choice is mine as to which sanction will be imposed. If I choose community service, I understand that I must complete it for a non-profit organization by the deadline imposed (usually the next court date). If the required community service is not completed by the deadline, the alternate jail sentence will be imposed.
8. I understand that If I fail to appear in court, unless my presence is waived by Court order, a bench warrant will issue for my arrest. If arrested on that warrant, I will be held without bond until the next scheduled FTDC docket. Failure to appear in court may also result in an additional 10 days in jail being imposed.
9. I understand that if the Court allows me to turn myself in to jail that I must report to jail on time as ordered by the court. I understand that failure to report on time may result in a bench warrant issuing for my arrest and up to an additional 10 days in jail, to be served consecutively with my current sentence.

Sanctions for a violation as enumerated in Section Seven may include:

* Writing assignment
* Art or other related project
* Presentation during FTDC docket
* Community Service
* Sitting through multiple FTDC dockets or other court dockets
* Participating in extra skills-building tasks, including physical activities and sports, community support meetings, job and house search, or any other independent living tasks deemed reasonable and appropriate by the Court
* Jail
* Phase regression
* Other sanction crafted by the treatment team and myself as a therapeutic intervention, including a combination of the above listed sanctions

**Graduated Sanctions Table for Community Service and Jail Sanctions**

**Community service and jail sanctions are not arbitrary. These sanctions, when imposed by the Court, shall be imposed in a uniform manner for all FTDC participants. All community service and jail sanctions shall be imposed in accordance with this table.**

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| **Behavior** | **Sanction Level A** | **Sanction Level B** | **Sanction Level C** | **Sanction Level D** |
| Positive Drug Screen – Admission Prior to Result | 1 hour Community Service (CS) or 24 hours in Jail | 2 hours CS or 24 hours in Jail | 8 hours CS or 48 hours in Jail | Up to 10 Days in Jail (generally starts at 72 hours) |
| Positive Drug Screen – Admission After Result | 2 hours CS or 24 hours in Jail | 4 hours CS or 48 hours in Jail | 12 hours CS or 72 hours in Jail | Up to 10 Days in Jail (generally starts at 72 hours) |
| Positive Drug Screen Denial of Use | 3 hours CS or 48 hours in Jail | 6 hours CS or 72 hours in Jail | Up to 10 Days in Jail (generally starts at 72 hours) | Up to 10 Days in Jail |
| Missed or Dilute Drug Screen/Tampering | 3 hours CS or 48 hours in Jail | 6 hours CS or 72 hours in Jail | Up to 10 Days in Jail (generally starts at 72 hours) | Up to 10 Days in Jail |
| Failure to Attend Substance Abuse Treatment | 4 hours CS or 48 hours in Jail  | Up to 10 Days in Jail (generally starts at 72 hours) | Up to 10 Days in Jail | Up to 10 Days in Jail |
| Failure to Appear in Court | Bench Warrant | Bench Warrant | Bench Warrant | Bench Warrant |
| Failure to Meet with Savio Worker for Required Time | 4 hours CS or 48 hours in Jail | Up to 10 Days in Jail (generally starts at 72 hours) | Up to 10 days in Jail | Up to 10 Days in Jail |
| Missed, Dilute or Positive Drug Screen | Sobriety Days re-set to 0 |

J. Rewards/Incentives: The Family Treatment Drug Court recognizes the need to provide participants with incentives for following the Family Treatment Drug Court program and the Family Services Plan and keeping their children safe.

Reward/Incentives Table:

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| **Behavior** | **Reward/Incentive** |
| **Rewards and Incentives for No Sanctions/Sobriety** |
| 30 Days of Sobriety90 Days No Sanctions90 Days of Sobriety | ShellReduction of Sanction Level by 1; (Example, If the participant is currently at Sanction Level D and then has 90 days with no sanctions, they will then be reduced to Sanction Level C) Pizza certificate |
| Each Subsequent 30 Days No Sanctions | Reduction of Sanction Level by 1 (Example, If the participant was reduced to Sanction Level C for having 90 days with no sanctions, after 30 additional days of No Sanctions they will then be reduced to Sanction Level B, after 30 more days with no sanctions they will be reduced to Sanction Level A and remain there for the duration of their time in FTDC or until they receive a sanction.  |
| **Earning Sobriety Days Back for Dilute Screens** |
| 90 Days of Clean AND no subsequent dilute drug screens | Sobriety Days will be reinstated.  |

**Additional Rewards/Incentives for compliance with Family Treatment Drug Court:**

* Reduced court appearances
* Priority docketing – “Rocket Docket”
* Certificates
* Praise from the court
* Reduced sobriety monitoring
* Reduced intensity of treatment
* Increased visitation (if applicable)
* Decrease of intensity of DLW involvement;
* Promotion through phases
* Children return home (if applicable)
* Children may choose a book anytime they come to court with a parent
* Gift Certificates for activities to do with children

**(\_\_\_) Section Nine: Discharge from the FTDC Program**

1. I understand that entry into this program is voluntary. I will have at least three weeks from the Preliminary Protective Proceeding to determine whether I want to participate in this program. During those three weeks, I understand that I will be ordered to comply with the SAVIO Direct Link Program, El Paso County DHS case worker, and the Guardian Ad Litem, submit to urinalysis, and observe two full FTDC dockets (signing in with the Court to document attendance).

1. At the end of those three weeks, I understand that I can choose not to participate in the FTDC program. I understand that by not signing this contract, I would not be able to participate in FTDC and the Court would order a safety/risk assessment to determine whether my child(ren) shall be temporarily placed outside of my care and custody.
2. I understand that at any time the Court may discharge me from the FTDC program. If I am discharged from FTDC, my case shall be transferred to the traditional Dependency and Neglect docket.
3. I understand that by signing this FTDC contract, compliance with the FTDC program is court-ordered as part of my interim treatment plan. The program’s sanctions and incentives are applicable effective the date this contract is signed by the FTDC Magistrate as that marks my official entry into the program.
4. I understand that successful completion of the FTDC program will be Objective #1 of my phase II treatment plan with one of the action steps being to complete a Healthy Living Plan.
5. I also understand that I am entitled to a hearing over the phase II treatment plan before it is entered as an order of the Court.
6. If I object to Objective #1, successful completion of the FTDC program, as being included in my phase II treatment plan, my case shall be discharged from the FTDC program and transferred to the traditional Dependency and Neglect docket. The Court shall order a safety/risk assessment to determine if placement of my child(ren) is necessary, shall order that I complete any outstanding sanctions, and that I attend a discharge TSM.
7. I understand that once successful completion of the FTDC program is ordered as part of my phase II treatment plan, I am not able to choose to end my participation in the program as it is a necessary component of my court-ordered treatment plan.
8. I understand that the Court may discharge my case from the FTDC program at any time and if that occurs, I understand that my phase II treatment plan shall be amended to remove FTDC from my treatment plan.

**( ) Section Ten: Family Services Plan and Case Requirements**

1. I understand that substance abuse treatment is not the only requirement of the FTDC, and that in order to successfully complete the program and avoid termination of my parental rights, I will also be required to complete the Family Services Plan and demonstrate that I can parent successfully as determined by the Court, EPCDHS, GAL and legal standards. This may result in additional requirements including, but not limited to, domestic violence classes, mental health treatment, parenting classes, stable housing, and stable employment.
2. I understand that failure to comply with the Family Services plan and other court orders (excluding those enumerated in Section Three) may result in sanctions as provided by statute, including, but not limited to, the filing of a contempt citation.
3. I understand that development and utilization of a Healthy Family Plan is required for graduation from the FTDC program.

I acknowledge that I have been further advised that termination of the parent-child legal relationship is a possible legal outcome of this case. Termination of the parent-child legal relationship means that the child(ren) would be eligible for adoption, and means the permanent elimination of any and all legal rights, powers, privileges, immunities, duties, and obligations between the child(ren) and parent, except the child(ren)’s status as an heir at law prior to an adoption. A separate motion for termination must be filed at least 30 days prior to the hearing on the motion and must be proven by clear and convincing evidence. If the Indian Child Welfare Act is applicable, the burden of proof is beyond a reasonable doubt. At a termination hearing, I would have the right to cross examine witnesses called to testify, call witnesses on my own behalf, subpoena witnesses, and I could testify. If I am found to be indigent, I would have the right to have an expert appointed at state expense. If a motion for termination is filed, my case is removed from the FTDC program and transferred to the traditional Dependency and Neglect docket.

By signing this agreement, I hereby acknowledge that I do so freely and voluntarily; that I have read the entire agreement and that I understand all the terms and conditions; that I understand all the rights I am waiving by signing this agreement; that I understand what is expected of me to comply with the terms and conditions contained in this agreement; that I understand the consequences of violating the terms and conditions I have agreed to follow as set forth in this agreement; and that I am committed to successfully completing this program for my benefit and the benefit of my children.

**(\_\_\_) Section Ten: Signatures**

We agree that any rights not specifically waived in this agreement are retained by the parties.

Signed this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 201 \_\_\_.

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Signature of Participant Attorney for Participant

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El Paso County Department of Human Services Office of the County Attorney

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Savio Direct Link Office of the Guardian ad Litem

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Ordered FTDC Magistrate