

DISTRICT COURT, EL PASO COUNTY, COLORADO 270 S. Tejon Street Colorado Springs, Colorado 80903 <hr/> <b>THE PEOPLE OF THE STATE OF COLORADO:</b> In the Interest of:  <div style="text-align: center;">Children,</div>  EL PASO COUNTY DEPARTMENT OF HUMAN SERVICES <span style="float: right;">Petitioner,</span>  And Concerning   <div style="text-align: center;">Respondents.</div>	<hr/> <div style="text-align: center;"><b>COURT USE ONLY</b></div> <hr/> Case Number:    Division: <b>Q</b> Ctrm: <b>W160</b>
<hr/> Attorney or Party Without Attorney: (Name & Address)   Phone Number: FAX Number: E-mail: Atty. Reg. #	
<b>FAMILY TREATMENT DRUG COURT AGREEMENT AND WAIVER</b>	

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

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

\_\_\_\_\_

Height \_\_\_\_\_ Weight \_\_\_\_\_ Hair \_\_\_\_\_ Eyes \_\_\_\_\_  
 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**

A. 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.

- B. I understand that entry into FTDC is completely voluntary. I also understand that once I sign the FTDC Agreement and Waiver (also referred to as the FTDC Contract), I have made a commitment to fully participate in the entire program. I understand that I must accept all terms and conditions of this agreement in order to be accepted into FTDC.
- C. I understand that the initial referral, the decision as to whether or not I will be offered the opportunity to complete the program, will be made before the Shelter Hearing or at the time the Petition in Dependency and Neglect is filed. The Court and FTDC team will make the final determination regarding my eligibility to participate in this program.
- D. 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, but are not limited to:
- i. the right to trial before a Magistrate, a District Court judge, or a jury of six;
  - ii. the right to proof by a preponderance of the evidence that the allegations are true or clear and convincing evidence that the allegations are true if your case is found to be governed by the Indian Child Welfare Act (ICWA);
  - iii. the right to cross-examine the witnesses against me;
  - iv. the right to subpoena witnesses to testify for me;
  - v. the right to testify on my own behalf;
  - vi. the right to appeal any decision made at trial.
- E. I understand that a safety and risk assessment will occur at the beginning of my case. Additional safety and risk assessments to evaluate for potential placement of my child(ren) will occur throughout my case. Some situations that may trigger an additional assessment include, but are not limited to, any change in circumstances, a change in who visits or lives in my home, ongoing positive drug screens or the continued inability to provide a testable sample (dilutes), and the lack of consistent attendance in treatment.
- F. I 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 immediate removal from the program, and my family and I will no longer be eligible for the extensive FTDC services and benefits. 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 Section Nine), and outstanding Individualized Court Responses may still apply. Should the Magistrate discharge my case from the FTDC program, the Court shall initiate discharge procedures (see Section Nine), which may include ordering a risk and safety assessment, to determine if my child(ren) can safely remain in my home in the absence of the FTDC program services.
- G. 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 program’s service providers, or repetitive failure to attend Treatment Support Meetings (TSMs) or court hearings. Should the Magistrate discharge my case from the FTDC program, the Court shall initiate discharge procedures (see Section Ten), which may include ordering a risk and safety assessment, to determine if my child(ren) can safely remain in my home in the absence of the FTDC program services.
- H. I understand that I must notify both my El Paso County Department of Human Services (EPCDHS) caseworker and in home provider if I become involved in a relationship with anyone, and *prior to* allowing anyone in my home with my child(ren) present. For the protection of my child(ren), such persons will be subject to background checks and may be asked to participate in the case as Special Respondents. I also understand that any persons having a caregiver role over my child(ren) must be pre-approved by EPCDHS and the Guardian ad Litem. All caregivers will be subject to background checks and potentially random sobriety monitoring to ensure there is always a sober caregiver for all children.

- I. I understand that if I become involved in the Adult Criminal Drug Court program or any other problem-solving court, I will be required to comply with the requirements of each problem-solving court. I understand that if I have cases pending before other judicial officers, I need to comply with the requirements of my other cases. I understand that I will be asked to sign releases of information and execute a Limited Ex Parte Communications Waiver permitting the 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 Contract, the Participant Handbook 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, as long as I am compliant with FTDC and the Family Services Plan. I understand that 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 Guardian ad Litem (GAL) will represent the best interests of my child(ren) as outlined in the Participant Handbook 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, as long as I am compliant with FTDC and the Family Services Plan. I understand that 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: Substance Abuse Treatment Program**

- A. I understand that my participation in FTDC requires significant time and cooperation with all professionals 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 in-home provider, and other treatment providers, the FTDC Coordinator and other court personnel.
- B. I understand that I may not use alcohol and anything containing ethyl alcohol, controlled substances, marijuana, medical marijuana or marijuana products of any kind, synthetic marijuana (spice), Kratom, K2, bath salts, or any other synthetic mood-altering substances. I understand that I may not use anything labeled “not for human consumption.”
- C. I understand that it is MY responsibility to limit my exposure to products and substances that could interfere with my sobriety monitoring. It is MY responsibility to read product labels, to know what is contained in the products I use and consume or apply, and to do so before using them. When in doubt, do not use, consume or apply. Many over-the-counter and common household substances, medications, prescription drugs, herbal remedies, teas, foods and dietary or energy supplements can result in positive or dilute urinalysis for which I will receive a court response. Examples of items that can result in a positive urine screen include: poppy seeds; cold, cough & other liquid medications; non-alcoholic beer/wine; Kombucha beverages; cooking with alcohol; mouthwash/breath strips; hand sanitizers; some hygiene products/toiletries; solvents and lacquers.
- D. Prescription medications are discussed under Section Five below. Medical marijuana is not a prescription medication. 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.
- E. *I understand that sobriety monitoring will be conducted primarily through the use of urinalysis, however any member of the FTDC Team or treatment provider(s) may order me to provide a supplementary sample of saliva at any time.*

- F. I understand that it is MY responsibility to provide the Court with a testable sample of my own urine.
- G. I may not use any unapproved substances. Unapproved substances are any substance or unapproved medications that interfere with the goals of the FTDC program, as determined by the FTDC team. All substances must be approved in advance by the FTDC Magistrate.
- H. I agree to complete an evaluation for alcohol, drug, or substance abuse treatment as directed by EPCDHS and the Court. This evaluation will be completed by an approved FTDC provider. My FTDC team will assist me in scheduling and attending this evaluation soon after the initial Shelter Hearing.
- I. I hereby agree to sign all necessary releases of information regarding my treatment and my EPCDHS case. Unless I am also participating in another problem-solving court, the information shall be released to members of the FTDC team only for FTDC purposes and only for the term of my case, unless allowed by law. 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. Additionally, I understand that for purposes of program monitoring and evaluation, my case information may be reviewed, and data collected, to assist with program management and evaluation. I further understand that no personal information, specific to my case, will be released or shared outside of the FTDC team, unless allowed by law.
- J. *I understand that my treatment provider(s) are an active member of my FTDC team, and as such, my treatment compliance information, including but not limited to attendance, compliance, and participation. I hereby agree to sign all necessary releases of information regarding my treatment and my EPCDHS case with my treatment provider(s). The information released to treatment provider(s) shall be released for FTDC purposes and only for the term of my case, unless allowed by law. I authorize the Court and the FTDC team to staff my case with my treatment provider(s) 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 and/or treatment provider for the discussion of such information.*
- K. I agree to complete the FTDC treatment program to the satisfaction of the Court, including attendance and participation at all Treatment Support Meetings (TSMs), counseling sessions and other court-ordered treatment programs. I understand that this treatment program is a placement prevention program and, as such, will include random monitoring for substance use, at a frequency to be determined by my treatment provider. In addition to the random schedule of substance testing, a urine analysis test (UA) may be required by my in home provider, my caseworker, the GAL, my substance abuse treatment provider, and the FTDC Magistrate. I understand that the results of such monitoring will be shared with the FTDC team and may be reported in open court. I understand that my in home provider, my caseworker, the GAL, my substance abuse treatment provider, and the Magistrate may require other forms of monitoring including, but not limited to, hair follicle testing, mouth swabs, and breathalyzers.
- L. I understand that the FTDC program is projected to be completed within twelve months. I further understand, however, that the Court may extend the FTDC program for an additional period as the Court deems necessary, including a period of time for aftercare.

**( ) Section Five: Prescription Drug Use/Medical and Dental Appointments**

- A. I understand that I may not use any controlled substance or other medication that impacts my ability to be a sober caregiver.
- B. It is MY responsibility to inform the FTDC team in advance of any potentially restricted medications being taken whether due to a medical emergency or prescribed by a Physician. I shall notify my team (case worker, in home provider, my attorney, the Guardian Ad Litem), of all medical or dental appointments in advance of said appointments.
- C. It is MY responsibility to tell any Physician, dentist, or other health care professional or prescribing provider that I am involved in a substance abuse treatment program so that they can prescribe treatment appropriately. I understand that “prescribing provider” refers to any member of the medical profession who has provided me with prescription

medications and/or a prescription to be filled. These medical professionals may also emergency room personnel, urgent care staff, and mental health professionals.

- D. Upon being accepted into the program, I understand that I am required to inform my FTDC team of all medications that I am prescribed or taking. All substances, prescribed or otherwise, must be approved by the FTDC Magistrate. If any of the medications are not allowed in the program, I will be required to wean off those medications under a physician's care and not resume taking them during the program.
- E. I agree that in the event that I am in need of prescription medication, I must ask my prescribing provider for non-narcotic medication and may only take narcotic medication as deemed appropriate and necessary by my prescribing provider. I agree to inform any prescribing provider of my addiction history.
- F. If my provider is considering prescribing me medication after admission into the FTDC program that is not allowed, such as narcotic medication, I will need to submit documentation to my team at TSM from the prescribing provider noting that he or she is aware of my participation in a drug treatment court program and alternative medications were considered but not an option. This information will be provided to the Magistrate for consideration.
- G. The Magistrate may require a signed Physician Advisement Form prior to reviewing any medication. If the Magistrate approves the medication, I will only be allowed to take the medication in the dosages and time frames prescribed. "As needed" or "prn" will not be allowed. Only closed ended and short-term prescriptions for such medications may be considered once the Magistrate has reviewed the physician's documentation. I must sign a release of information for communication between the program and prescribing physician. I understand that I may only use prescription drugs as authorized and currently prescribed to me by a prescribing provider. Failure to follow this protocol will result in positive drug tests for these medications to be considered positive and sanctioned by the Court.
- H. In the event of an emergency situation, I agree to immediately contact my team to report the emergency situation to my in home provider. This may be done through a group text to GAL, case worker, my attorney and in-home professional. I agree to notify my team through the group text of any new medications being administered during this appointment within twelve (12) hours of receiving this medication. This protocol also applies to Urgent Care after hours clinics.
- I. In regards to prescription medications, I understand that I must do the following:
  - i. use the medication only as prescribed and log my use for my team to monitor;
  - ii. provide a copy or photo of the prescription to my team within 12 hours of receiving the prescription;
  - iii. provide a copy or photo 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 if ordered by the Magistrate;
  - vi. keep medications out of child(ren)'s access and in a secure lock box. If I do not have a lock box, the team may provide one for me upon request.
- J. I understand that I cannot take unauthorized prescription medication, share my prescription medication with others, use prescription medications prescribed to someone else, or transfer my prescription medicine to another bottle.

#### **( ) Section Six: Providing a Urine Screen for Analysis**

I understand that there are many factors that can cause drug tests to be positive or untestable. Drug testing is one of the ways the program monitors participants to keep child(ren) at home and safe with sober caregivers.

- A. I understand I will be required to provide at least two testable samples of my own urine per week, for the duration of the FTDC program.
- B. I understand all UAs will be observed, and the results will be confirmed through a laboratory.
- C. It is MY responsibility to provide a testable sample. It is MY responsibility to provide negative urinalyses.

- D. I understand that drinking large quantities of any liquid prior to providing a UA could result in an untestable urine screen that will result in a loss of continuous days of sobriety and an Individualized Court Response.
- E. I understand that if I have to drink large quantities of liquid for a specific reason, I should provide my UA early in the day before I consume a lot of liquids.
- F. I understand that if I provide a dilute or untestable sample, I will lose my days of sobriety and may receive an Individualized Court Response.
- G. I understand that tampering or suspected tampering with my drug test results will result in loss of days of sobriety and I will receive a Court Response. Tampering is considered anything I might do to a urinalysis sample to alter my test results. This can include ingesting substances to alter test results. Using someone else's urine or the use of a tampering device are also considered tampering.
- H. As stated under Section Four, I understand that my urine may be tested for the use of alcohol. I should not consume, drink, apply or otherwise use anything that contains alcohol and ethyl alcohol and will read labels beforehand as it could result in a loss of days of sobriety and a Court Response.
- I. As stated under Section Four, I understand that many commonly used items contain alcohol that could result in a positive UA including, but not limited to cough syrups and other liquid medications, non-alcoholic beer or wine, food extracts, herbal extracts, mouthwash, breath strips, hand sanitizer, hygiene products (when used excessively), solvents and lacquers used in construction and at home. I will read labels beforehand as it could result in a loss of days of sobriety and a Court Response.
- J. As stated under Section Four, I understand that eating foods that contain poppy seeds may result in a positive test for opiates, for which I will receive an Individualized Court Response.
- K. I understand that some products containing CBD oil, such as lotions or creams, may result in a positive test for THC, for which I will receive an Individualized Court Response.
- L. I understand that when I provide a UA, I should list all medications I have taken including vitamins, herbal supplements, over-the-counter medications, and prescription medications.

**( ) Section Seven: Violations**

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

- A. Confirmed Positive urinalysis for any substances. This includes non-disclosed/unapproved prescription, over-the-counter medication or household items, alcohol use or products, foods, synthetic marijuana ("spice"), marijuana and marijuana products, and illegal or controlled substances, and anything else stated above under Sections Four and Five.
- B. Missed urinalysis.
- C. Failure to produce enough urine for a testable sample, or failure to submit a urinalysis, breath or blood analysis, without a medical note. An Individualized Court Response may be imposed by the Magistrate even if the urinalysis is rescheduled and then attended.
- D. Untestable (dilute) urinalysis. I agree that a creatinine level of less than 20.0 shall be considered untestable (dilute).
- E. Positive breath or blood analysis for alcohol.
- F. Failure to attend regularly scheduled substance abuse treatment without a medical note or other confirmable emergency. An Individualized Court Response will be imposed even if the treatment session is rescheduled and then attended.

- G. Failure to meet with my in home provider as scheduled, and for the minimum required amount of time. (See section Nine). An Individualized Court Response will be imposed even if the meeting is rescheduled and then attended.
- H. Failure to attend any court proceeding unless my appearance has been waived in advance by the FTDC Magistrate.
- I. Failure to attend my TSM unless my participation has been excused by the team due to emergency. I understand that it is my responsibility to provide documentation to my team prior to my next scheduled Court appearance confirming the emergency. Failure to do so will result in the Court imposing an Individualized Court Response.
- J. Any form of tampering including a creatinine level greater than 300.0, substitution, use of an adulterant, or a UA that is not within the correct temperature range, shall warrant an Individualized Court Response (ICR). If a UA is tampered with, no subsequent UA will be collected that day. Said UA will be considered a missed UA and you may receive an ICR.
- K. Failure to complete an Individualized Court Response (ICR) by the court ordered deadline.
- L. 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).
- M. Violating the agreed upon, court-ordered Safety Plan.
- N. I understand that I will not be able to accumulate days of sobriety, or progress in the program until I provide a negative urinalysis for Tetrahydrocannabinol (THC). I understand that an increase in the level of THC will indicate new use and is subject to an Individualized Court Response.

**( ) Section Eight: Individualized Court Responses (ICRs) and Incentives**

- A. If any of the violations set forth in Section Seven occur, the Court will hold me in contempt of court and impose immediate Individualized Court Responses (ICRs).
- B. 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.
- C. I understand that I retain the right to challenge the validity of any positive chemical test, and that the imposition of ICRs will be delayed until the retest results are obtained. If I request a retest, I will be responsible for the full cost of the retesting. I understand that retesting must include a full panel supervised screen. An untestable sample (dilute) cannot be retested.
- D. Dilute Policy Re: Days of Sobriety:
  - i. I understand that dilute UA's mean no confirmed sobriety and result in loss of continuous days of sobriety.
  - ii. Following my FIRST dilute urine screen (and only my first), my sobriety days are placed on "pending" status. Beginning with the first negative urine screen after that dilute, my days of sobriety will be tracked. If I do not have another dilute, missed, altered, or positive test in the next 45 days, all of my days of sobriety will be reinstated.
  - iii. Any additional dilute urine screens during this program will result in a loss of all days of sobriety with no opportunity for reinstatement. If I believe the urine screen may be dilute, I understand that I can contact my team immediately at the time of urinalysis, request to provide an extra drug test at my own expense the next morning. The Magistrate will still impose a court response if the urine screen is dilute, however, the Magistrate may consider my urine screen history along with this extra test to determine whether to reinstate days of sobriety. I understand that this reconsideration is not guaranteed and that I will need to complete a court response regardless.

- E. I understand that the Court will take into consideration verifiable and reasonable mitigating circumstances prior to imposing an ICR. I understand that I am responsible for providing proof or supporting documentation in support of the verifiable and mitigating circumstances and that this must be provided at my TSM.
- F. I understand that the FTDC team will make a recommendation about the most appropriate ICR in response to a violation(s) listed in Section Seven, and that I will have the opportunity to discuss the recommended ICR with my team at the TSM. I understand that I must be at my TSM and discuss the proposed ICR and any suggestions or changes in order for those changes to be considered by the Court. The Court will hear my requests and arguments through my attorney and the team during the pre-court staffing. The FTDC Magistrate will make the final decision regarding any ICR.
- G. I understand that when an ICR is imposed, I must complete the ICR by the deadline imposed (usually prior to the next Treatment Support Meeting). An ICR completed after the TSM may not be accepted by the Court. If I do not complete the ICR timely, I will be held in further contempt of court and I may receive an additional, more punitive, ICR. If I submit the ICR prior to the TSM but fail to attend the TSM in person, without a verifiable mitigating circumstance, the ICR is not considered completed as ordered and I may receive an additional, more punitive ICR.
- H. If appropriate, the Court can impose time spent at a Detox Center. I understand that if I am ordered to go to a Detox Center, I must sign releases upon arrival allowing communication between the Center and the FTDC team. I must remain at the Detox Center until medically discharged. If I leave against medical recommendation, the Court may issue a bench warrant for my arrest.
- I. 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 ICR being imposed.
- J. I understand that nothing in this contract prevents the filing of a motion alleging that I have willfully violated valid court orders other than those specified in this contract. I would be entitled to a hearing over that motion as it is beyond the scope of a program violation and ICR, and because the Court may impose a sentence of up to six months jail for indirect contempt of court.

FTDC has developed an ICR table outlining some of the possible ICRs imposed for violations.

Participants in the initial stages of the program are given responses designed to develop the skills necessary to be successful in the program, including but not limited to attendance and participation with the team, at court hearings, TSMs, substance abuse treatment, and to gain sobriety.

As participants move through the program, emphasis shifts to recovery, maintaining sobriety, and providing safe, stable and sober environments for children. The following table outlines the ICRs for violations of the contract (See Section Seven). This is not an exhaustive list and does not limit the Court's ability to impose a jail sanction.



	Low	Moderate	High	Very High
<b>Stage 1</b>	Level 1	Level 2	Level 2	Level 4
<b>Stage 2</b>	Level 1	Level 2	Level 3	Level 4
<b>Stage 3</b>	Level 2	Level 3	Level 4	Level 5
<b>Stage 4</b>	Level 3	Level 4	Level 5	Level 5

Low	Moderate	High	Very High
<ul style="list-style-type: none"> <li>Late for scheduled event</li> <li>Missed Tx with proactive rescheduling</li> </ul>	<ul style="list-style-type: none"> <li>Risky Behavior</li> <li>Positive UA with admission prior</li> <li>Missed Tx</li> <li>Missed UA</li> <li>Failure to complete assignments</li> </ul>	<ul style="list-style-type: none"> <li>Positive UA with admission after result</li> <li>Tamper UA</li> <li>Multiple missed Tx</li> <li>Misuse of Rx Drugs</li> <li>Failure to complete assignments w/behavioral indicators</li> <li>Continued non-compliance</li> </ul>	<ul style="list-style-type: none"> <li>Positive UA with denial of use</li> <li>New Arrest</li> <li>Absconding/Failure to Appear</li> <li>Not following safety plan</li> <li>Continued Non-Compliance w/ behavioral indicators</li> </ul>

### Individualized Court Response

Level 1	Level 2	Level 3	Level 4	Level 5
<ul style="list-style-type: none"> <li>Dilute education</li> <li>1-2 Page essay</li> <li>Activity with 1-2 page essay</li> <li>Behavior Chain</li> <li>Cost/Benefit Analysis</li> <li>Skill Development</li> <li>Thought Restructuring</li> <li>Homework/Practice</li> <li>Thinking Report</li> <li>Letter/essay read in court</li> <li>Increased check ins by phone, text and/or in person</li> <li>1-4 hours of public service</li> <li>Jail Sanction</li> <li>Detox until medically discharged</li> </ul>	<ul style="list-style-type: none"> <li>Dilute Education</li> <li>2-3 page essay</li> <li>Multiple activities with 2-3 page essay</li> <li>Behavior Chain</li> <li>Cost/Benefit Analysis</li> <li>Skill Development</li> <li>Thought Restructuring</li> <li>Homework/Practice</li> <li>Thinking Report</li> <li>Blended ICRs</li> <li>Family care plan</li> <li>Letter/essay read in court</li> <li>5-8 hours public service</li> <li>Increased check ins by phone, text and/or in person</li> <li>Home visit(s)</li> <li>Sober living</li> <li>Jail Sanction</li> <li>Detox until medically discharged</li> </ul>	<ul style="list-style-type: none"> <li>Dilute Education</li> <li>3 page essay</li> <li>Activity with 2 page essay</li> <li>Develop family care plan</li> <li>Multiple activities with processing essays</li> <li>Blended ICRs</li> <li>Family Care Plan</li> <li>Observe additional docket + essays</li> <li>Letter/essay read in court</li> <li>Increased check ins by phone, text and/or in person or in home</li> <li>9-12 hrs of public service</li> <li>Home visit</li> <li>Contingency contract (up to 2 weeks)</li> <li>Sober living</li> <li>Jail Sanction</li> <li>Detox until medically discharged</li> </ul>	<ul style="list-style-type: none"> <li>Dilute education</li> <li>3 page essay</li> <li>Activity with 2 page essay</li> <li>Develop family care plan</li> <li>Multiple activities w/ processing essays</li> <li>Blended ICRs</li> <li>Family Care Plan</li> <li>Observe additional docket + essays</li> <li>Letter/essay read in court</li> <li>Increased in home visits</li> <li>13 + hrs public service</li> <li>Increased check ins by phone, text and/or in person or in home</li> <li>Increased in home services</li> <li>Contingency contract (up to 30 days)</li> <li>Sober living</li> <li>Jail Sanction</li> <li>Detox until medically discharged</li> </ul>	

**In all Stages, these ICRs may be combined or blended with any other ICR given at any time.**

<b>Dilute UA</b>	Dilute Education and Essay
<b>Failure to Appear in Court</b>	Bench Warrant, no-bond-hold returnable on specified FTDC docket
<b>Missed, Untestable or positive drug screen</b>	Days of Sobriety reset to 0
<b>Missed Treatment, TSM, Drug screen, or other appointments</b>	Written accountability log

FTDC recognizes the need to provide participants with rewards for following the FTDC program, the Family Services Plan, and keeping their child(ren) safe. Program Rewards may include, but are not limited to:

- A shell in recognition of the first 30 days of sobriety;
- Applause
- Certificates for stage progression and other accomplishments;
- A chosen gift card for the first 120 days of continuous, monitored sobriety
- A Tier 1, 2 or 3 incentive based on the stage
- Priority position on docket, also called “Rocket Docket”
- Praise from the bench
- Days of sobriety announced in Court
- List of accomplishments read in Court
- Reduction in the frequency of court appearances and TSMs

**( ) Section Nine: Jail as a Sanction**

- A. I understand that jail sanctions shall be used judiciously and sparingly, and after less severe sanctions have been attempted.
- B. I understand that jail sanctions shall have a definite term and will not exceed six consecutive days PER SANCTION. Additional or subsequent ICRs are imposed for additional violations and may include additional jail sanctions. The Court and FTDC team will frequently provide advance notice that jail may be imposed in the near future should I continue to fail to follow the Court’s orders or complete ICRs.
- C. I understand that jail shall not be used to administer treatment services if appropriate community-based treatment services are available. I understand that I can voluntarily refuse to go to a detox center and request jail instead, however, the Court does not consider jail a community-based withdrawal management or detoxification center. Jail is also not a sober living environment. A definite term of jail may be immediately imposed if the Court finds that there is a real and substantial public safety risk should the participant remain out of custody.
- D. I understand that if I am arrested on an outstanding warrant, the length of time from being arrested to appearing in court will not count towards my jail sanction.
- E. Upon release from any jail sanction, I will complete a UA that same day, or early the next morning if my release is after UA lab hours. If I complete this UA, the Court may include the days in custody towards my overall days of sobriety in-stage.

**( ) Section Ten: Stage Progression in the FTDC Program**

- A. I understand that there are four full stages in the FTDC program; stage 1, stage 2, stage 3 and stage 4.
- B. I understand that each stage has individual requirements that must be met in order to advance.
- C. I understand that each stage has behavioral indicators that must be met in order to advance and these will be assessed by the FTDC team.
- D. *I understand that the Court will take into consideration verifiable and reasonable mitigating circumstances affecting compliance prior to imposing phasing up. I understand that I am responsible for providing proof or supporting documentation in support of the verifiable and mitigating circumstances and that this must be provided at my TSM.*
- E. I understand that the list of stage progression requirements is a general list, and that the Court or the FTDC team may request additional requirements as needed:

### **Stage 1**

- For 30 continuous days (in Stage 1), I have completed all required drug screens at a rate of no less than 8 random per month, with no unexcused absences or misses.
- I have completed my initial assessment and intake for substance abuse treatment
- I have started my parenting program
- I have met with my in-home worker 8 hours per week for at least 4 non-continuous weeks in Stage 1. The Court can order additional services at any time.
- I have attended all Court weekly hearings, Treatment Support Meetings (TSMs) and Family Engagement Meetings (FEMs)
- I have complied with all Court orders including the Safety/Placement Prevention Plan
- I have completed the phone FTDC intake interview with program coordinator
- I have attended a community support meeting or met with a peer recovery coach.

### **Stage 2**

- I have a minimum of 30 continuous days of monitored sobriety in Stage 2.
- I attended all Court weekly hearings and Treatment Support Meetings (TSMs) and Family Engagement Meetings (FEMs);
- I attended all scheduled treatment and UAs for 60 days in stage 2, with no unexcused misses
- I have met with my in-home worker 4 hours per week for at least 4 non-continuous weeks in Stage 2. The Court can order additional services at any time.
- I have complied with all Court orders including the Safety/Placement Prevention Plan
- I have completed the Engagement (light green) Milestone and it has been accepted by the Court
- If I used, I completed the Commitment to Recovery (dark green) Milestone and it has been accepted by the Court.
- I have not missed any scheduled parenting classes/sessions unless excused by the Court.
- I have attended one Alumni Group Community Support meeting.
- I have attended a community support program or met with a peer recovery coach.

### **Stage 3**

- I have a minimum of 60 continuous days of monitored sobriety in Stage 3.
- I attended Court hearings every other week unless ordered otherwise, all scheduled TSMs, FEMs, and random drug screens.
- I have met with my in-home worker 4 hours per week for at least 4 non-continuous weeks in stage 3. The Court can order additional services at any time.
- I have attended and actively participated in substance abuse treatment as scheduled with no unexcused misses.
- I have not missed any scheduled parenting classes/sessions unless excused by the Court.
- I have presented a draft of my Healthy Living Plan(s) (HLP), which focuses on self-sufficiency, safety, relapse prevention, and my future goals, to the Court and it has been accepted.
- I have participated in a treatment TSM to determine my readiness for Stage 4.
- I have completed my Strengthening Myself and My Family (light purple) and it has been accepted by the Court
- I have completed my Sustained Recovery and Aftercare (dark purple) and it has been accepted by the Court.
- I have completed my Taking Care of Me (pink) Milestones and it has been accepted by the Court.
- I have attended one Alumni Group Community Support meeting.
- If I used, I completed the Re-Commitment to Recovery (light blue) Milestone.

### **Stage 4**

- I have attended Court every 4 weeks unless told otherwise, all scheduled TSMs, FEMs, and random drug screens.
- I have 90 days of continuous monitored sobriety in stage 4.
- I have met with my in-home worker 2 hours per week for at least 4 non-continuous weeks in stage 4. The Court can order additional services at any time.
- I have attended and actively participated in substance abuse treatment as scheduled with no unexcused misses
- I have attended one Alumni Group Community Support meeting.
- I completed my Family Sustainability (gold) Milestone.
- I have participated in a graduation TSM to determine my readiness to graduate.

### **Graduation Requirements**

- I have successfully completed the requirements of all four stages of the program
- I have successfully completed all substance abuse treatment recommended.
- I have completed the exit interview with the FTDC Coordinator

### **( ) Section Eleven: Discharge from the FTDC Program**

- A. I understand that entry into this program is voluntary. During the observation period, I understand that I will be ordered to comply with in home professionals, EPCDHS case worker, and the Guardian Ad Litem, submit to urinalyses, attend court orientation and observe one full FTDC docket (signing in with the Court to document attendance).
- B. At the end of the observation period, I understand that I can choose not to participate in the FTDC program. I understand that by not signing this contract, I will not be able to participate in FTDC, and the Court may order a safety/risk assessment to determine whether my child(ren) can remain safely in my care or be temporarily placed outside my care and custody.
- C. 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. However, successful completion of all other objectives of my treatment plan will still be required.
- D. 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 ICRs and rewards are effective the date this contract is signed by the FTDC Magistrate as that marks my official entry into the program.
- E. I understand that successful completion of the FTDC program will be Objective #1 of my Treatment Plan with one of the action steps being to complete a Healthy Living Plan. The Healthy Living Plan is a written document which focuses on relapse prevention, child and family safety, self-sufficiency, healthy relationships, future goals, and other aspects important to each family's future.
- F. I also understand that I am entitled to a hearing over the Treatment Plan before it is entered as an order of the Court.
- G. If I object to Objective #1, successful completion of the FTDC program, as being included in my Treatment Plan, my case shall be unsuccessfully discharged from the FTDC program and transferred to the traditional Dependency and Neglect docket. The Court may order a safety/risk assessment to determine if placement of my child(ren) is necessary and may order that I complete any outstanding ICRs.
- H. I understand that once successful completion of the FTDC program is ordered as part of my Treatment Plan, my participation in the program is a necessary component of my court-ordered Treatment Plan.
- I. I understand that if I do not graduate from FTDC and am discharged from the program, my discharge can be classified as either unsuccessful or neutral. Generally, a neutral discharge is reserved for those participants who are substantially compliant with the FTDC program and discharge through no fault of their own and without their request (such as

when another party seeks transfer of the case). An unsuccessful discharge occurs when a participant is non-compliant or seeks transfer of the case against the advice of the FTDC team.

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

- A. 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 potential 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 applicable 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, lawful source of income.
- B. I understand that failure to comply with the Family Services plan and other court orders (excluding those enumerated in Section Three) may result in ICRs, including, but not limited to, the filing of a contempt citation.
- C. I understand that development and utilization of a Healthy Living 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 also 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 child(ren).

**( ) Section Thirteen: Signatures**

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

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

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Attorney for Participant

\_\_\_\_\_  
El Paso County Department of Human Services

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
FTDC Magistrate

\_\_\_\_\_  
Office of the Guardian ad Litem

\_\_\_\_\_  
Ordered

**Addendum for Special Respondents**

- A. I understand that if I am or become involved in a relationship with a Respondent Parent in this case, or if I move into a Respondent Parent’s home and will therefore have contact with the child(ren) who are the subject of the case, FTDC will ask that I be added as a Special Respondent. Becoming a Special Respondent is a requirement for having contact with these children and may trigger a safety and risk assessment. My contact with the child(ren) may be limited or supervised, if deemed necessary by the FTDC team.
- B. 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 child(ren) who are the subject of the case.
- C. As a Special Respondent, I may be asked to complete the FTDC program as a participant. As a participant, the FTDC program contract outlined above applies to me.
- D. I understand that as a Special Respondent, if I am not a participant in the FTDC program, I will still be subject to court orders and may be sentenced to up to six months in jail for willful violation of valid court orders under an indirect contempt process. I also understand that I must accept all terms and conditions of this agreement in order to be added as a Special Respondent.
- E. I understand that I have a right to hire an attorney at any stage of the proceedings. I understand that under certain circumstances I may be entitled to a court appointed attorney.

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

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

\_\_\_\_\_  
Signature of Special Respondent

\_\_\_\_\_  
Attorney for Special Respondent

\_\_\_\_\_  
El Paso County Department of Human Services

\_\_\_\_\_  
Office of the County Attorney

\_\_\_\_\_  
FTDC Magistrate

\_\_\_\_\_  
Office of the Guardian ad Litem

\_\_\_\_\_  
Ordered