

Cause No. _____

The State of Texas

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In the _____ Court

VS.

Navarro County, Texas

NAVARRO COUNTY RECOVERY COURT CONTRACT

This contract is the recovery court contract for _____, who is hereafter referred to as "I". "Team" means the Navarro County Recovery Court Team, and includes any of the team's individual members. If admitted to the program by the court, I agree to adhere to the obligations stated and to waive the rights listed below.

By initialing each of the following provisions, I acknowledge that I have read and fully understand them.

_____ I have pled guilty to or have been found guilty of one or more crimes that will be described in a separate document. I understand that my successful completion of probation depends upon my successful completion of the recovery court program. I understand while participating in the Recovery Court, the expectation is that I will be working diligently towards sobriety while being honest with the Recovery Court Team.

_____ The Judge will have personal knowledge of whether I am complying with this contract. I hereby waive any right to disqualify, challenge, or request recusal of the Judge from my underlying case based upon knowledge the Judge gains from my participation in Recovery Court.

_____ I will have access to defense counsel while I am in Recovery Court. Recovery Court Defense Counsel representation will be limited and non-traditional in that he or she will represent my interests with respect to treatment compliance and sanctions at the team meetings. Recovery Court may impose sanctions on me, including jail time, without a hearing before the Judge. I will, however, be entitled to a contested, adversarial hearing before the Judge if the team decides to initiate termination proceedings. My treatment court defense counsel can represent me at such a hearing. Recovery Court Defense Counsel will be available to me to discuss sanctions I may receive while participating in Recovery Court. If I am terminated from Recovery Court, the treatment court defense counsel will no longer represent me.

RELEASE OF INFORMATION

1. I understand that the Recovery Court Team will have access to, or I will be required to provide them with some personal, confidential information.
2. I authorize the release of all treatment information to the team. I will sign a release of information for my medical, mental health, chemical dependency treatment, legal, social service, and educational

records so my providers may provide written and/or oral reports to the team. Any release of information provided expires upon my termination or discharge from this program.

3. I will hear confidential treatment information regarding other Recovery Court participants during the Recovery Court sessions. I understand that I will be subject to civil and criminal penalties under State and Federal laws and may be terminated from the Recovery Court program if I disclose confidential treatment information outside Recovery Court.

TREATMENT

4. I will attend, fully participate in, and complete all required treatment meetings and education sessions, as well as other required responsibilities that may be scheduled, as directed.
5. I will participate in and complete all programs as required by the Recovery Court, including developing a treatment plan, participating in self-help groups, and acquiring a sponsor within the first 30 days.
6. Immediately upon acceptance into Recovery Court, I will begin treatment in the phase and at the level determined by the Recovery Court team.
7. I may be required to attend community support groups, recreation activities, workshops, parenting courses, and other activities organized by the Recovery Court staff. I understand my graduation from Recovery Court will be delayed if I have not completed required courses and activities.
8. I understand that the Recovery Court team may order additional counseling and/or inpatient treatment for me based on my individual treatment needs.

SUPERVISION

9. I will comply with all assigned terms and conditions of supervision.
10. I understand that the Recovery Court team includes local law enforcement and any police contact I have will be reported back to the Recovery Court team. Lastly, I understand I must notify my Probation Officer within 24 hours of any contact with law enforcement.
11. I will not use or possess any prohibited substance. If I use or possess a prohibited substance, I will report that use or possession to my Probation Officer within 24 hours.
12. I will comply with any reasonable request for search made by law enforcement or my Probation Officer. I agree to subject myself, my possessions, and any place or object in which I claim a right or interest, including but not limited to my residence or vehicle, to a search without a warrant.
13. I will not change residence without prior approval of my probation officer. I will provide notice of any change in my contact information to my probation officer at least 24 hours in advance.
14. I will not leave Navarro County unless I obtain prior approval from my probation officer.

15. I will inform any employer of my involvement in Recovery Court and understand that my probation officer may speak to my employer. I understand that I cannot use work as an excuse for noncompliance with court-ordered tasks. It is my responsibility to schedule work around my court and treatment requirements.

DRUG TESTING

16. I will provide a sample (including but not limited to blood, hair, breath, saliva, perspiration, or urine) as directed for testing for the presence of alcohol or drugs as requested. I will appear for testing as directed by Recovery Court, and I understand that samples collected will be observed during each test.
17. I understand that if I miss a drug test, fail to provide a test sample, provide a sample of insufficient quality, alter a test sample, tamper with an alcohol monitoring device, tamper with a drug test, produce a diluted or adulterated drug test, or otherwise attempt to circumnavigate drug testing, Recovery Court will consider the test to be a positive test.
18. I understand that if I purposefully ingest excessive amounts of fluids, my urine sample may test as diluted, and Recovery Court will treat a diluted urine sample as a positive test.
19. I understand when called for random testing, I have only the scheduled, allotted window to provide a sample. I understand that any failing to provide in the allotted window will be considered a positive result. The typical window for random testing is from 8 am to 1 pm on any day where random testing is required.
20. I understand when called in for drug testing, if I have used a substance prohibited by the Recovery Court, I will disclose this use prior to testing. I understand that if I disagree with the testing results, I can request to have the sample confirmed by a certified lab, and by doing so understand I am responsible for the cost of the additional testing. Should the test come back negative, any costs paid for additional testing will be reapplied to any assessed probation fees.

PARTICIPATION AND COMPLIANCE

21. I will appear in person and on time for all scheduled Recovery Court sessions, appointments, and therapy sessions, and understand I may be sanctioned for unexcused absences. I must obtain approval from my Probation Officer and /or treatment provider to be absent or late for a meeting or session, even in case of illness.
22. I will dress appropriately for Recovery Court activities and treatment sessions. My probation officer will provide me with information regarding prohibited court attire; however any clothing that is provocative or disruptive is not allowed.
23. I will refrain from using inappropriate language, engaging in abusive or aggressive behaviors and from making offensive comments.

24. I understand that I am required to silence all electronic devices and may not bring food or drinks, into any Recovery Court meetings without the express consent of the person directing the meeting.
25. I will be honest and forthright in all my statements to the Recovery Court team members, my therapist, and law enforcement.
26. I understand that while in Recovery Court I will be required to maintain employment. During any period of unemployment I understand that I may be required to report more often and provide job search logs.
27. I understand that if I do not possess a high school diploma or GED obtaining this will be one of the conditions of the Recovery Court.
28. I understand that certain requirements of the Recovery Court will have time frames for completion, and I will complete each requirement in the time ordered.
29. I understand that certain products, even when purchased over the counter could be harmful to my sobriety. I understand that I must check with my probation officer prior to taking any over the counter medications.
30. I will not purchase, possess or use any mind altering substance or "designer drugs" that can be purchased legally over the counter. I will not use any substance that states "not for human consumption" or any variation of not for human consumption. Any question regarding what can or cannot be taken while in the program should be discussed with my officer prior to use.
31. I will not use or possess alcohol, illicit drugs, or drugs not prescribed to me.
32. I will use prescription medication only as directed by the prescribing physician. I will advise each prescribing physician that I am a participant in a substance abuse treatment program. I will confirm with my physician or medical professional that each prescription medication or over-the-counter medication that I consume is non-addictive, non-narcotic and does not contain alcohol. I will inform my Probation Officer of every prescription medication that I am prescribed.
33. I will abstain from the use of Marijuana, THC, and cannabinoids in any form.
34. I understand that if I commit any acts of sexual harassment while in Recovery Court this may result in my being discharged from the program.
35. I understand that while in Recovery Court I will be required to provide my prescription medications to my Probation Officer for inspection. I further understand that the misuse of medications, prescription or otherwise could exclude me from participating in, or trigger my termination from, the Recovery Court program.
36. I will not enter any bar, casino, liquor store, or business whose primary business is the sale of alcohol or gaming.

37. I understand that I am subject to sanctions if I violate any of the terms and conditions of Recovery Court. In response to my violations, the Judge may order that I be detained without a hearing or a warrant, for a specified time, until the Recovery Court team determines the appropriate level of sanction. I understand that I will be provided the opportunity to consult with the Recovery Court Team defense counsel should this occur.
38. I will not enter into any romantic relationship with any other Recovery Court participant. I understand I should discuss any pre-existing relationships with my counselor and/or probation officer.
39. I understand that I may be financially responsible for certain expenses while in the Recovery Court program. These expenses could include but aren't limited to electronic monitoring (SCRAM, GPS, Interlock, Soberlink) UA confirmations, or educational programs (Anger Management, DWI or Drug Offender Programs) that may be required and operate outside the scope of the probation department.
40. I understand that I may not operate a motor vehicle without a valid driver's license and insurance. I am also expected to appropriately address my transportation needs prior to my appointments. All transportation issues should be discussed with my probation officer; however transportation issues will not be a valid excuse for failing to report.

INCENTIVES AND SANCTIONS

41. This program works on an incentives and sanctions model, rewarding positive, honest behaviors with incentives and by administering sanctions in response to violations. I understand I may receive sanctions and / or treatment responses based on my individual progress through this program. I further understand that not everyone in this program will be sanctioned or rewarded the same.
42. I understand that my progress in this program is continually monitored for compliance which may include input from law enforcement or other outside sources. Upon receiving information from the team or law enforcement sources that I am not complying with this contract, the Recovery Court Judge may impose sanctions.

REQUIREMENTS FOR GRADUATION

43. I understand that I must meet all requirements of the Recovery Court as explained by the team, the Participant Handbook and court orders. As I progress through the program, I will discuss any issues with requirements with my probation officer and treatment team to allow the team to effectively assist me through all phases. I also understand the Recovery Court program is tailored to my individual needs, and my needs may not mirror that of other participants.

TERMINATION

44. The final decision of whether to terminate me from Recovery Court rests solely with the Recovery Court Judge, guided by input from the team.

45. I understand that if I abscond supervision and cannot be located, the Recovery Court may hold a termination hearing in my absence.
46. I understand that if my case(s) are not filed in the _____ Court, jurisdiction of my case will be transferred to the Recovery Court while I am in the program. Once I complete the program (either successfully or by being terminated due to violations), the Recovery Court Judge may retain jurisdiction of my case, or may return my case to the originating court for sentencing at his discretion.
47. I understand that any violation of this contract may result in my being detained or a warrant being issued for my arrest which could ultimately lead to my termination from the program.

TERM OF CONTRACT

48. I agree to the above terms, and understand the length and terms of this contract will depend on my personal progression through each phase. I understand my progression may be longer or shorter than other participants, based on my honesty and compliance.

OMBUDSMAN

49. I understand the State of Texas Specialty Courts Advisory Council has appointed an Ombudsman to serve as a central point of contact for any complaints or concerns regarding specialty courts. The Ombudsman assists the public when the agency's normal complaint process cannot or does not satisfactorily resolve the issue.

If I have a problem or complaint, I understand that the State of Texas encourages me to *first* follow these steps. Many times they can explain a specific policy or correct the problem immediately.

1. Discuss the problem/complaint with your assigned probation officer. Should you be unable to resolve the issue, then;
2. Discuss the problem/complaint with your probation officer and the Supervisor. Should you be unable to resolve the issue, then;
3. Discuss the problem/complaint with your probation officer, the Supervisor, and the Director or his designee.

If the agency's normal complaint process cannot or does not satisfactorily resolve the issue, I understand at *that* point I may contact:

Anissa Johnson / (512) 936-0288 / Anissa.johnson@txcourts.gov

STATEMENT AND ACKNOWLEDGEMENT OF CONTRACT

I, _____, have read and initialed each paragraph of this contract. I have had adequate time to discuss this contract fully with the Recovery Court Defense Attorney. I understand the terms of this contract and what is expected from me. I freely and voluntarily agree to abide by the terms and conditions of this contract, and I understand the consequences of my failure to do so.

Dated this _____ day of _____, _____.

Recovery Court Participant

NAVARRO COUNTY RECOVERY COURT PROGRAM
300 W. 3rd Avenue Suite 301
Corsicana, Texas 75110

Recovery Court Medication Policy

I understand that medications containing the following are prohibited while participating in Recovery Court:

- Opiates
- Soma (Carisoprodol) & other muscle relaxers
- Benzodiazepines
- Barbiturates
- Alcohol -- of any kind -- including oral medications that have alcohol in the ingredients.
- Ephedrine or Pseudoephedrine
- Ranitidine found in Zantac or other heartburn/ulcer medication.
- Dextromethorphan
- Diet pills/energy supplements such as Metabolife, GoGo Pills, Mini-Thins, etc.
- Natural cleansing/flushing agents
- Recovery Court Participants are not permitted to use cleansing/flushing agents.
- Recovery Court Participants are not permitted to use body building/performance enhancing supplements including those containing Creatine
- Recovery Court Participants are not permitted to take medications prescribed to anyone other than themselves and must inform Recovery Court CSO of all prescribed medications.

For pain the best choice would be Ibuprofen

I am under the care of:

Dr. _____

Address: _____

Phone: _____

My doctor has prescribed: _____

For the treatment of: _____

My **only** pharmacy for obtaining this medication is: _____

Address & Phone: _____

(I understand that non-narcotic medications must be arranged for with my treating physician in order for me to continue compliance with the Navarro County Recovery Court Program.)

Signature

Date

Notice of Rights of Confidentiality for Navarro County
Recovery Court Participants

CONFIDENTIALITY OF ALCOHOL AND DRUG ABUSE PATIENT RECORDS

Notification Form from 42 C.F.R. § 2.22(d)

The confidentiality of alcohol and drug abuse patient records maintained by this program is protected by federal law and regulations. Generally, the program may not say to a person outside the program that a patient attends the program, or disclose any information identifying a patient as an alcohol or drug abuser, unless:

- 1) The patient consents in writing;
- 2) The disclosure is allowed by a court order; or
- 3) The disclosure is made to medical personnel in a medical emergency or to qualified personnel for research, audit, or program evaluation.

Violation of the federal law and regulations by a program is a crime. Suspected violations may be reported to appropriate authorities in accordance with federal regulations.

Federal law and regulations do not protect any information about a crime committed by a patient either at the program or against any person who works for the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

As a participant in the Recovery Court Program we are providing you with this Notice of Rights of Confidentiality for Recovery Court Participants to advise you of your rights to confidentiality and the disclosure of confidential information. You may elect to waive your rights to confidentiality as defined within this notice by signing the *Consent for Disclosure of Confidential Substance Abuse Treatment Information: Recovery Court Referral* which provides the necessary consent from you to allow the disclosure of confidential information as provided in section (1) “the patient consents in writing,” of this Notice.

(See 42 U.S.C. § 290dd-3 and 42 U.S.C. § 290ee-3 for federal laws and 42 C.F.R. Part 2 for federal regulations.)

Consent for Disclosure of Confidential Substance Abuse Treatment Information: Recovery Court Referral

I, _____, being the Defendant in Cause Number _____, and having been nominated for the Navarro County Recovery Court Program, hereby consent to allow on-going communications about my participation and compliance status among the following parties or agencies involved in the Recovery Court Program: The presiding judges and court coordinators of the 13th District Court and the Navarro County Court at Law, the defense counsel to the Recovery Court Program, my counsel in the above referenced Cause Number, the Navarro County Criminal District Attorney and any Assistant Criminal District Attorneys assigned to represent the State in regard to my case, the Director of the Navarro County Community Supervision & Corrections (Probation) Department and any Community Supervision Officer assigned to represent the department in regard to my case, any counselor employed by Homeward Bound, Inc. or any other counseling agency to which I may be referred as part of my participation in the Recovery Court Program, and any other referring or treating agencies involved in the direct delivery of services through the Navarro County Recovery Court Program.

I understand that the purpose of, and the need for this disclosure, is to: inform the court and the other above-named parties or agencies of my eligibility and/or acceptability for substance abuse treatment services; to report on and adequately monitor my treatment, attendance, prognosis, and compliance with the terms and conditions of my probation; to discuss and assess my status as a participant in the Recovery Court Program, and, to assess and comment on my progress in accordance with the Recovery Court's reporting and monitoring criteria.

I agree to permit disclosure of this confidential information only as necessary for, and pertinent to, hearings, and/or reports concerning the status of my participation and compliance with the conditions of my probation as defined by the Recovery Court. I understand that information about my medical status, mental health and/or drug treatment status, my arrest history, my levels of compliance or non-compliance with the conditions of my Recovery Court participation (including the results of urinalysis or other screening tools) and other material information will be discussed and shared among members of the Recovery Court team. I further understand that summary information about my compliance or non-compliance will be discussed in open court, specifically, whether I have attended all meetings and treatment sessions, the results of urinalysis or alcoscan testing as required, and the disclosure of my compliance or noncompliance with the terms and conditions of my probation as defined by the Court.

I understand that treatment information normally is confidential under federal law. I understand that any disclosure made is bound by Part 2 of Title 42 of the Code of Federal Regulations, which governs the confidentiality of substance abuse patient (or client) records and that it is a crime to violate this confidentiality requirement unless I voluntarily consent to permit its disclosure. Recipients of this information may re-disclose it only in connection with their official duties.

I understand that this consent will remain in effect and cannot be revoked by me until there has been a formal and effective termination of my involvement with the recovery court for the case named above such as the discontinuation of all court-ordered supervision or probation upon my successful completion of the recovery court requirements, or upon sentencing for violation the terms of my recovery court involvement.

SIGNATION OF PROGRAM PARTICIPANT

Date _____

SIGNATURE OF WITNESS

Date _____



Specialty Courts Ombudsman Pilot Program
In partnership with
The Office of Court Administration

What is the Specialty Courts Ombudsman Program?

The Specialty Courts Advisory Council has requested that the Office of Court Administration pilot a Specialty Courts Ombudsman Program. The purpose of the Ombudsman will be to serve as a central point of contact for any complaints or concerns regarding specialty court programs in Texas.

If you have a problem or complaint about a specialty court, we encourage you to first discuss it with the person, program, or office involved. Often times, they can explain a specific policy or correct the problem immediately.

What does the Ombudsman do?

The Ombudsman will:

- Be available to receive complaints or concerns regarding specialty court programs in Texas;
- Gather information about received complaints or concerns and notify the specialty court program;
- Serve as a resource to specialty court program staff regarding possible resolution of a complaint or concern and assist with information regarding best practices;
- Track the volume and nature for each call or email; and
- Report the number and nature of the calls and emails to the Specialty Courts Advisory Council on a quarterly basis.

How to contact the Ombudsman?

If the agency's normal complaint process cannot or does not satisfactorily resolve the issue, **there are three (3) ways to send a question or file a complaint:**

The Ombudsman is located at the Office of Court Administration. Contact information:

By phone: 512-936-0288

By fax: 512-463-1648

By email: Anissa.Johnson@txcourts.gov

The Ombudsman is an additional resource for specialty court participants and staff to use to resolve an issue or concern when the matter cannot be resolved by the normal program process or other avenues.

Covered entities as that term is defined by HIPAA and Texas Health & Safety Code § 181.001 must obtain a signed authorization from the individual or the individual's legally authorized representative to electronically disclose that individual's protected health information. An authorization of protected health information may be required for the disclosure of information to the ombudsman regarding your participation in their program.

Phase IA (If Necessary)	Phase I- Stabilization & treatment plan (4 to 8 weeks)	Phase II- Supportive outpatient treatment (12 – 16 weeks)	Phase III- Recovery Support (22 – 60 weeks)
Detoxification and/or residential treatment program	<ul style="list-style-type: none"> • Reports to Community Supervision - Weekly • Reports to the Court – bi-weekly • Drug testing – call in daily and follow color system • Counseling (individual/group) • Attend AA or NA meetings (in-person or online) 2 times per week. • Participate in Community Service • Obtain a sponsor. • Obtain a valid driver’s license. (regular/ occupational, within 90 days) • Maintain a journal • Submit proof of employment or job search. (if not full-time student) 	<ul style="list-style-type: none"> • Reports to Community Supervision – bi-weekly • Reports to the Court – bi-weekly • Drug testing – call in daily • Counseling (individual/group) • Community Service • Attend two AA or NA meetings per week. • Document proof of job search or enrollment in school or GED program. • Maintain a journal. • Complete payment plan for all fines & fees if delinquent. 	<ul style="list-style-type: none"> • Reports to Community Supervision – twice per month • Reports with Court – once per month • Drug testing – call in daily. • Counseling (individual/group) • Community Service • Maintain a journal. • Provide proof of employment or job search (or school enrollment) • Participants who fail to complete all program requirements in 18 months will be terminated from the program.
	<p><u>To graduate a participant will, at a minimum, have:</u></p> <ul style="list-style-type: none"> • No unexcused missed appointments with Community Supervision or counselling for a 30 day period. • A minimum of two reports with the Court. • No missed or failed drug tests for a period of 30 days. • Completed 8 Matrix sessions and related assignments. • Completed a minimum of two hours of individual counseling. • Completed a minimum of 12 hours of group counseling. • Attended a minimum of 8 AA, NA or peer support meetings. • Completed 10 hours or 10% of community service required by participant’s Community Supervision Order, whichever is less. • Paid fees due or paid a minimum of \$200 toward court costs. 	<p><u>To graduate a participant will, at a minimum, have:</u></p> <ul style="list-style-type: none"> • No unexcused missed appointments with Community Supervision for a 60 day period. • No unexcused missed court settings for a 60 day period. • No missed or positive drug screens for a 90 day period. • Completed 34 Matrix sessions and related assignments. • Completed 30 hours of individual & group counseling. • Completed 60 hours or 75% of total community service requirement, whichever is less (includes Phase I hours) • Paid fines & fees or have a payment plan. • Submitted proof of H.S. diploma/equivalent/be enrolled and participating in an educational program. 	<p><u>To graduate a participant will, at a minimum, have:</u></p> <ul style="list-style-type: none"> • No missed or positive drug screens for a period of 90 days. • No unexcused missed court appearances for a period of 90 days. • No unexcused missed counseling sessions for a period of 90 days. • Completed GED if not a high school graduate. (if appropriate) • Submitted a personal budget. • Submitted a negative hair follicle test. • Paid all court-ordered financial obligations. • Completed all required community service.

Appendix B – Drug Testing Color System

1. Each participant will be assigned a color – red, green, blue or yellow.
2. Each weekday one color will be drawn to determine which participants in Phase I will be required to report for drug testing that day.
3. On Mondays, Wednesdays and Fridays one color will be drawn to determine which participants in Phase II will be required to report for drug testing that day.
3. On Mondays one color will be drawn to determine which participants in Phase III will be required to report for drug testing that day.
4. All participants will contact probation by 9 a.m. on each day that a drawing is to be done for participants in their phase to determine if they are required to report for drug testing.
5. If a participant's color is drawn for testing, the participant will be required to report to the probation department for drug testing not later than **3 p.m.** on that day.
6. Failure to report and provide an adequate sample will be deemed a positive test.
7. In the event of a positive UA, if the participant immediately challenges the result, the sample will be forwarded to a lab for confirmation testing. If the lab confirms a positive result, the participant will be responsible for the cost of testing.

Appendix C – Sanctions Matrix

Violation	Possible Sanction
Positive or Missed UA (1 st)	<ul style="list-style-type: none"> - Verbal Warning (phase 1) - Increased treatment contacts - Alcohol/Drug testing increased - Writing assignment/essay
Positive or Missed UA (repeat violation in same phase)	<ul style="list-style-type: none"> - Alcohol/Drug testing frequency increased - Probation reporting frequency increased - Referral to residential treatment facility - Community service – 4 hours - Jail - Phase time extended or restarted
Missing Court (1 st time) *Arriving more than 10 minutes late will count as absence	<ul style="list-style-type: none"> - Verbal warning - Community Service – 2 hours - Increased court appearances (phase 3)
Missing Court repeatedly (same phase)	<ul style="list-style-type: none"> - Writing assignment - Jail
Missing treatment session or probation appointment	<ul style="list-style-type: none"> - Verbal warning - Phase time extension - Probation reporting frequency increased - Community service – 2 hours
Disrespect to Recovery Court Team, treatment provider, or other participant	<ul style="list-style-type: none"> - Verbal apology (phase 1) - Provider can terminate treatment - Community service – 4 hours - Termination from Recovery Court
Tampering with the process: (repeated Dishonesty to Recovery Court team, altering or falsifying tests or documents, refusal to comply with sanctions)	<ul style="list-style-type: none"> - Community service – 6 hours - Termination from Recovery Court (if reoccurring)
New Arrest	<ul style="list-style-type: none"> - DA will review new charge - Jail - Termination from Recovery Court - Court to determine if participant remains in custody or conditions of bond