**FOURTH JUDICIAL DISTRICT**

**MISSOULA COUNTY YOUTH TREATMENT COURT**

**MISSOULA COUNTY, MONTANA**

**PARTICIPATION CONTRACT AND INFORMED CONSENT**

This contract is the Missoula County YOUTH TREATMENT COURT (YTC) contract regarding \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, hereinafter referred to as “I.” For purposes of this contract, “Team” refers to the Missoula County YOUTH TREATMENT COURT Team, and includes any of the Team’s individual members.

\_\_\_\_\_\_1. I understand that I am expected to be completely honest and to tell the truth in YTC. Overcoming alcohol/drug addiction is not easy, but I understand the Team is here to help me in this process and that to do so requires absolute truthfulness on my part. I understand the Team will be honest with me and that I am expected to be honest in return.

1. I have provided personal information to the YTC Team to assess whether I am a suitable participant for YTC. As long as I participate in YTC, I agree to provide any and all additional personal information that the Team might need to assess whether I am following the terms of this contract.

1. I understand that I may be deemed eligible or ineligible for participation in YTC based on the participation criteria. If the Court discovers that I meet one or more of the ineligibility criteria after admission into YTC, I will be terminated from the program.

1. I hereby authorize the release of all information, either in written reports or verbal testimony, regarding my treatment, law enforcement involvement and my legal status to all members of the YTC Team for the limited purpose of determining my progress in meeting my treatment plan goals. I authorize the Court and the YTC Team to staff my case prior to court appearances.

My authorization to release treatment information, including alcohol and other drug test results, is with the understanding that such information will not be used by the County Attorney for any prosecution of criminal charges against me (except for cases transferred as a condition of my probation, by Consent Decree or Informal Disposition).

Blood, Urine, and other drug testing results, including missed UAs, will be shared with my

Probation Officer and may be used by my Probation Officer in determining whether or not to revoke my probation either by Consent Decree or Informal Disposition.

\_\_\_\_\_\_ Initial here if you are in YTC as a condition of probation, Consent Decree or information disposition or from another Judicial District.

UA and/or drug testing results taken by my Probation Officer will be shared with the YTC Team for staffing purposes.

\_\_\_\_\_\_4(a) I will submit to random and routine drug testing when instructed. I understand that a missed test is considered positive and a diluted sample is also considered positive. I understand the test results are to assist in my treatment. I understand that under Montana statute MCA § 461-1111(4), “anyone in receipt of drug test results shall maintain the information in confidentiality.” I understand that I may refuse to consent to this testing, but I understand that if I do refuse to consent to testing when instructed, I may face sanctions for these actions as outlined in the attached sanction grid.

\_\_\_\_\_\_4(b) I also understand that if I am on probation the conditions of my supervision require me to submit to random and routine drug testing refusal to submit to testing or a positive drug test result may result in a report of violation and possible revocation of probation or supervision. I further understand that my Treatment Court drug test results will be shared with my supervising officers.

5. I understand that my alcohol/drug treatment records are confidential and protected from disclosure by federal regulations (42 CFR Part 2) and cannot be disclosed without my written consent unless otherwise provided for in the regulations. Furthermore, I understand that I have provided written consent for the release of confidential drug/alcohol treatment records for use by the YTC Team. I also understand that no YTC Team member is authorized to disclose my treatment information to parties or agencies outside the YTC Team unless I have executed a separate release of information.

\_\_\_\_\_\_ 6. I hereby allow the YTC Team to discuss my treatment plan and progress among themselves, as well as disclose information about my case in open court. Furthermore, I understand that YTC Team members are obligated to report child abuse or cases of potential danger to self or others and may be required to disclose information to the proper authorities in cases of medical necessity.

\_\_\_\_\_\_ 7. I understand that I will be hearing confidential treatment information regarding other participants during YTC hearings and that this information is not to be disclosed or discussed with any other individuals outside the YTC Team or participants. I further understand that disclosing confidential treatment information is subject to civil and criminal penalties under state and federal law and is grounds for termination from the YTC program.

1. I agree to execute appropriate releases of health care information so that any and all of my health care and mental health care providers may provide written and/or oral reports of my treatment progress to the YTC Team.

1. I agree that I will start a treatment program at a treatment level to be determined by the treatment provider and the YTC Team, and that I will begin attendance immediately upon acceptance into the program. I understand that failure to successfully complete the required treatment program is grounds for termination from the YTC.

1. I understand that as part of my treatment plan, I will be required to follow all of the rules, attend all of the meetings, attend all therapy sessions, subject myself to random testing of blood, breath or urine, and follow any other treatment requirements set forth by the treatment provider, the YTC Team and/or as ordered by the YTC Judge.

1. I agree to remain free of alcohol, illicit drugs, and drugs not prescribed to me throughout the course of my participation in YTC. I further agree to use prescription medication only as directed by the prescribing physician. I agree that when I am being treated by a medical professional who needs to prescribe medications, I will advise the medical professional that I am addicted to alcohol and/or drugs.

\_\_\_\_\_\_ 12. I agree to refrain from use of poppy seeds and all adulterants that might impede collection of an accurate urine specimen. I agree not to use over-the-counter medications and herbal remedies containing ephedrine or pseudo-ephedrine unless I have received prior approval from my treatment provider. I further understand that a missed, dilute or adulterated urine specimen will be considered “positive” for purposes of the YTC.

13. I understand law enforcement will inform the YTC Team about any contacts I have with law enforcement during my tenure with YTC.

\_\_\_\_\_\_ 14. I agree to random house and curfew checks by either the YDC Case Manager, a juvenile probation officer or home arrest officer. Compliance includes consent to complete search of my home and/or surrounding areas, vehicle, cell phone or personal property (including but not limited to; wallet, purse, bag, computer, flash drives, disk or other storage media, etc.)

1. I agree to personally appear for all required sessions of the YTC. I understand that failure to appear could result in a charge of contempt of court, assessment of sanctions, and possible termination from YTC.

1. I understand that the YTC Judge, upon receiving information from the YTC Team that I am not complying with the contract, may impose sanctions. Failure to comply includes but is not limited to positive or diluted alcohol or other drug test results, missed alcohol or other drug tests, missed school, missed treatment appointments, failure to appear in Court, etc. Sanctions may include

\_\_\_\_\_ 17. I understand that I will need to abide by all federal and state laws, including the Controlled Substances Act. (www.fda.gov/RegulatoryInformation/Legislation/ucm148726.htm) a. Lecture, writing or reprimand from the Judge

1. Increased YTC appearances
2. Community Service
3. House arrest or electronic GPS monitoring
4. Increased breath, blood, and urine testing
5. Jail time
6. Termination from the YTC program.

1. I understand that if, after a hearing, it is the opinion of the YTC Judge that I have committed violations of this contract which justify my arrest; the Judge may order my arrest and detention.

1. I understand that in addition to sanctions imposed for noncompliant behaviors, the Treatment Team and/or my treatment provider may require additional treatment requirements.

1. I understand that in the event I am terminated from YTC, my case may be reassigned to another Judge.

1. I understand that if I diligently perform my obligations under this contract, YTC may approve the following incentives:
2. Praise and congratulations from the Judge
3. Decreased YTC appearance requirements
4. Release from community service
5. Financial incentives
6. Decreased breath, blood and urine testing
7. Graduation from the YTC program.

1. I understand and agree that the treatment program is to be completed in a minimum of 18 weeks for the short-track program and a minimum of 44 weeks for the long-track program. I further understand and agree that the Court may extend the treatment program for such an additional time as the Court deems necessary, including a period of time for aftercare.

1. I agree to keep the YTC Team advised of my current address and place of employment at all times during this treatment program. I also agree to apprise the YTC Team of all individuals residing in my house throughout my involvement in the YTC.

1. This contract is the only contract I have with the YTC. There are no other deals, bargains, promises or understandings, whether written or otherwise, which change or alter this agreement.

1. I understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically when I am terminated from or graduate from the YTC. In the event that I revoke this consent before my termination from the YTC, I understand that such revocation will result in my termination from the YTC.

\_\_\_\_\_\_ 26. **PHONE:**  If YTC provides me with a cell phone and/or cell phone minutes, YTC staff can access my phone and texts to verify if it is being used appropriately for treatment, medical issues, etc. I understand my own phone may be accessed by the YDC Team to review contents.

\_\_\_\_\_\_ 27. **SOCIAL MEDIA:**  I understand that I may be required by the YDC Team to login into my Facebook or other social media account(s) to review contents.

\_\_\_\_\_\_ 27. **APPROPRIATE BEHAVIOR AMONG PARTICIPANTS:** I agree to respect the

opinions and feeling of other program participants and understand verbal or physical threats or abuse will not be tolerated. I agree not to engage in any romantic or sexual relation with other YTC program participants while actively involved in the program.

***Six Month Delay of Records Expungement:***

Six months after the participant’s successful completion of and formal graduation from YTC, provided the participant has not during that period of time been convicted of or charged with any criminal offense (other than minor traffic violations), the Youth’s prior criminal, juvenile and MIP history shall be expunged by written order of the Court. Traffic violations will not be expunged. If a criminal charge is pending at the end of the six-month period, expungement will be delayed until after the Youth is convicted or is exonerated and the case dismissed. In the former circumstance, the participant/graduate will not be eligible for record expungement.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have read this

entire contract, and I have read and initialed each paragraph of this contract. I have had adequate time to fully discuss this contract with my attorney. I understand the terms of this contract and what is expected of me. I freely and voluntarily agree to abide by all the contract’s terms and conditions, and I understand the consequences of my failure to do so***.*** I represent that at the time of execution of this contract, I am not under the influence of drugs and/or alcohol.

DATED this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant

# STATEMENT AND ACKNOWLEDGEMENT OF DEFENSE ATTORNEY

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, attorney for \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, have fully advised her/him of all of the terms and conditions of this contract. To the best of my knowledge, I believe that (s)he is entering into this contract out of her/his free will, and to the best of my knowledge that no improper promises, threats or other inducements have been made by the Team to cause her/him to enter into this contract.

DATED this \_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney

# MISSOULA COUNTY YOUTH TREATMENT COURT AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION

I,\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, authorize the Missoula County YOUTH TREATMENT COURT (YTC) Team and representatives of the following agencies:

1. Any and all of my alcohol or drug treatment providers,
2. Any and all of my mental health agencies or providers,
3. Any and all of my medical care provider(s),
4. Any and all of YTC Team personnel
5. Service provider(s) for alcohol and drug testing
6. Missoula County Sheriff’s Department
7. Missoula City Police Department
8. School for education and behavioral records

to communicate with and disclose to one another the following information:

\_\_\_\_\_\_\_\_\_\_ my name and other personal identifying information;

\_\_\_\_\_\_\_\_\_\_ my status as a patient in alcohol and/or drug treatment;

\_\_\_\_\_\_\_\_\_\_ my status as a client of YTC;

\_\_\_\_\_\_\_\_\_\_ my status as a participant in the YTC;

\_\_\_\_\_\_\_\_\_\_ information pertinent to YTC removal, custody, and reunification issues;

\_\_\_\_\_\_\_\_\_\_ my YTC treatment plan and summaries of my progress in reaching treatment plan goals;

\_\_\_\_\_\_\_\_\_\_ initial and subsequent evaluations of my service needs by my medical care provider.

\_\_\_\_\_\_\_\_\_\_ summaries of alcohol/drug and mental health assessment results and history;

\_\_\_\_\_\_\_\_\_\_ summary of alcohol/drug treatment and mental health services plan(s), progress and compliance.

\_\_\_\_\_\_\_\_\_\_ attendance in alcohol/drug treatment and mental health services;

\_\_\_\_\_\_\_\_\_\_ discharge plan(s) for alcohol/drug treatment and mental health services;

\_\_\_\_\_\_\_\_\_\_ date of discharge from alcohol/drug treatment and mental health services, and discharge status;

\_\_\_\_\_\_\_\_\_\_ contact with any law enforcement agency during your participation with the YTC;

\_\_\_\_\_\_\_\_\_\_ information and data collected during and after your participation with YTC to be used for research and evaluation purposes

\_\_\_\_\_\_\_\_\_\_ other: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The purpose of the disclosures authorized in this consent is to enable the YTC and its members to evaluate my need for services from the YTC and its members and provide and coordinate the YTC and its members’ services to me.

I understand that my alcohol and/or drug treatment records are protected under the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2, and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that records concerning mental health services I receive [are/may be] protected by state law.

I also understand that I may revoke this consent at any time in writing except to the extent that action has been taken in reliance on it, and that in any event this consent expires automatically 180 days following the date I stop participation in DC.

I understand that there is a potential for the information disclosed pursuant to this authorization to be subject to redisclosure by the recipient, and the information may no longer be protected by the federal confidentiality rules.

This release expires one year from date of discharge from YTC.

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| Dated \_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Signature of client |
| Dated \_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Signature of parent(s)/guardian(s) |
| Dated \_\_\_\_\_\_\_\_\_\_\_ |  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  |  | Signature of parent(s)/guardian(s) |
|  |  |  |

**MISSOULA YTC-JST KEY PERSONNEL INCLUDE**

**John W. Larson, District Judge**

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**Glen Welch**

Chief Juvenile Probation Officer

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**Kevin Richland**

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* **Chelsey Scarborough**

Youth Drug Court Coordinator

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(406) 240-1577

**Chelsey.scarborough@mt.gov**

**CONTRACTS WITH:**

**Bullet Gym – Weight Lifting**

Contact Person: Mike Casey

500 East Spruce

Missoula, MT 59802

(406) 799-0336 ***bulletgym@gmail.com***

**Garden City Harvest/Youth Harvest Project** Contact Person: Tami McDaniel 207-8199 ***tami@gardencityharvest.org***

**Dueling Dragons Taekwondo**

Ondine Barnt

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