


Appendix A: Participant Agreement

The 41-A District Court DWI Treatment Program Participation Agreement states that you agree to participate in the program, and comply with all rules and regulations. This is a voluntary program. This document outlines your rights and responsibilities while in the program. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT AGREEMENT TO PARTICIPATE
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

I, _____, agree to participate in the 41-A District Court Sobriety Court Treatment Program. I agree to follow all terms and conditions of the drug treatment court program as established by the court and the drug treatment court team.

I agree to:

1. Complete any evaluations or assessments as directed by the drug treatment court, and follow the recommendations thereof. The treatment recommendations will be shared with the drug treatment court team.
2. Work with treatment staff to develop a treatment plan and follow the plan accordingly, including aftercare and continuing care recommendations.
3. Not use, possess, or consume alcohol and/or other illegal or controlled substances, nor be in the presence of any person using, possessing, or consuming said substances; nor enter premises where alcohol is the primary source of revenue. I understand if I am found to be under the influence of drugs, alcohol, or medication not prescribed to me that I may be sanctioned and/or terminated from the program.
4. Submit to PBT's, electronic alcohol monitoring, and/or drug and alcohol screenings as directed.
5. Be employed or enrolled in an educational program, or participate in another positive activity as directed.
6. Notify the drug treatment court of any changes in phone number within 24 hours.
7. Not change my place of residence before notifying the drug treatment court.
8. Notify the drug treatment court of any police contact, arrest or criminal charge within 24 hours of event or release from jail.
9. Make full and truthful reports to the drug treatment court as directed by any team member.
10. Not engage in any antisocial, assaultive, threatening, or aggressive behavior.
11. Not leave the state without the prior consent of the drug treatment court.
12. Maintain the confidentiality of other drug treatment court participants.
13. Pay all court ordered fines and costs, including minimum state costs, the drug treatment court fee, crime victims' rights assessments, and restitution resulting from my conviction, in order to successfully complete the program. I will also pay all, or make substantial contributions toward payment of, the costs of the treatment and the drug treatment court program services provided to me, including, but not limited to, the costs of urinalysis and such testing or any counseling provided. However, if the court determines that the payment of fines, the fee, or costs of treatment would be a substantial hardship for me or would interfere with my treatment, the court may waive all or part of those fines, the fee, or costs of treatment. MCL 600.1074(1) and (3).
14. Appear in court on all scheduled court dates and to attend all appointments with my probation officer, case manager, and/or treatment provider.
15. Comply with the program's policies and conditions discussed within the 41-A District Court Sobriety Court Participant Handbook.

I waive the following rights:

1. The right to a speedy trial.
2. The right to representation by an attorney at the review hearings. I still maintain the right to an attorney for any program violation or probation violation where the facts are contested and a liberty interest is at stake, or if I may be terminated from the drug treatment court program.
3. With the agreement of the prosecutor, the right to a preliminary hearing.
4. To be present at the team staffing meetings.

I understand that:

1. The drug treatment court program has a duration of FIFTEEN (15) to TWENTY-FOUR (24) months.
2. If I am convicted of a felony for an offense that occurred after I am admitted to drug treatment court, the judge must terminate my participation in the program per MCL 600.1074.
3. I am required to attend all appointments for court, treatment, ancillary services, and all drug and alcohol testing as scheduled.
4. Drug treatment court staff may make unscheduled home visits, and I will allow drug treatment court team members, together with law enforcement officials if accompanied, into my home at any time for supervision or compliance reasons.
5. Review hearings are held in open and public courtrooms, and although the court attempts to minimize confidential information in court, it is possible that an observer could connect a participant's identity with the fact that he or she is in treatment as a condition of participation in the drug treatment court or that confidential information may be revealed.
6. Staffing meetings, which are held before review hearings, are typically closed to the public. Confidential information may be discussed by the drug treatment court team members at a staffing meeting. I understand that if a nonteam member is invited to participate in a staffing meeting, they must sign a confidentiality agreement and receive my consent prior to observation. I understand that participants will not be present at staffing meetings.
7. The data in my public and confidential file may be used for research, data analysis and program evaluation by the drug treatment court, court staff, or individuals or others independent of the drug treatment court. Any data used in this way will be de-identified prior to distribution.
8. Failure to fully comply with all the terms and conditions of the program listed above may result in the following:
 1. Notification to the judge that I am in violation of the program.
 2. If I admit guilt to or am found guilty of a program violation; then sanctions, up to and including jail, may be imposed or additional conditions may be added as determined by the judge with input from the drug treatment court team.
 3. Termination from the program.
9. The drug treatment court may amend these conditions and/or add new conditions, notice of which will be provided to me in writing. I understand that I must comply with the amended or added conditions.

The drug treatment court coordinator agrees to:

1. Meet with the program participant as needed to help assure successful completion in the program.
2. Report the participant's progress and test results to the court.
3. Refer the participant to any community agency at the drug treatment court's disposal which may assist in the participant's recovery.

I have discussed the above listed conditions with my attorney or the drug treatment court coordinator and received a copy of this form and a copy of the 41-A District Court Sobriety Court Participant Handbook.

Participant Signature

Date

I have discussed the above listed conditions with the participant and have provided a copy of the agreement and the 41-A District Court Sobriety Court Participant Handbook to the participant.

Attorney/Coordinator Signature

Date

Printed Name of Attorney/Coordinator

Participant Signature


Date

Drug Court Signature

Date

Appendix B: Interlock Agreement

The Drug Treatment Court Ignition Interlock Agreement details your responsibilities regarding your restricted license. Entering a Michigan sobriety court allows for a restricted license after 45 days as long as an interlock device is installed in the vehicle. With the interlock device installed, the individual will be able to driver under the normal Michigan restricted driver's license exceptions. The time frame for having restrictions will be the time it takes to complete the Michigan sobriety court or the period of time that the driver's license would have been revoked for either one or five years. Your signature is your agreement to testing and use of the device. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT IGNITION INTERLOCK AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

I acknowledge, agree, and understand that I must strictly comply with the following conditions and terms:

1. I will not consume any alcoholic beverages or be in possession of alcohol at any time. I will not use ANY substance containing alcohol. I will check the ingredients before using or consuming products or substances to be sure they do not contain alcohol.
2. I will contact my case manager within 24 hours of any failed ignition interlock tests. If a violation occurs on a weekend or holiday, I will notify my case manager the next normal business day. Failure to retest within 15 minutes of a failed test may be considered a violation.
3. As ordered by the Court or SECRETARY OF STATE, I will only operate a motor vehicle with a functioning, certified, ignition interlock system. I understand that once an ignition interlock device is installed, it is a violation of law to tamper with the ignition interlock, or operate any other vehicle not equipped with an ignition interlock device.
4. I understand that as a condition of my restricted license, an ignition interlock system must be installed on any vehicle I operate, or any vehicle owned by or registered to me, in whole or in part.
6. I understand that ignition interlock is a condition of a restricted license and that I must provide the monitoring center with verification as required. Failure to comply with licensing requirements may result in a change in the inception date of my ignition interlock monitoring period.
7. I understand that I am solely responsible for any and all activity that is recorded on the interlock device assigned to me. I will, therefore not allow anyone to use this vehicle who has consumed alcohol.
8. I understand that I may not change interlock vendors after the device has been installed, without approval of the DTC. If I register another vehicle, I have 10 days to have the interlock device installed on the new vehicle, if required.
9. I understand that I must schedule and report for all installation and calibration appointments (at least every 30 days) with the interlock vendor as required. I understand that the DTC will receive reports documenting the use of Ignition Interlock and that any violations may be reported to the Court.
10. I will pay all program monitoring fees and ignition interlock fees, if applicable. I understand that there may be additional fees if interlock is required beyond the initial interlock agreement period. My case will not be completed until all fees are paid.
11. If I pre-qualify for ignition interlock, I am required to notify DTC and the ignition interlock service provider as soon as I become aware of a change in court date.
13. These conditions and terms will remain in effect until successful completion of all Court ordered and SECRETARY OF STATE ignition interlock requirements. Failure to comply with all ignition interlock requirements may result in my case being returned to Court and/or termination from the ignition interlock program.

I acknowledge that I have received a copy of these conditions.

Participant Signature


Date

Drug Court Signature

Date

Appendix C: Tampering Policy Agreement

The Drug Treatment Court Tampering Agreement states that you agree to not engage in any behaviors in an attempt to change the outcome of a test or device result while in the program. Tampering is defined as any action on your part which would alter the result of a drug testing sample. It is also any behavior that would intercept an interlock device. Tampering is a program violation. The document outlines your responsibilities in testing. Your signature is your agreement to testing. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT TAMPERING AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

I, _____, understand that TAMPERING is any action on my part to alter the result of any drug testing sample.

I understand TAMPERING is a program violation.

Any specimen that is determined to have been tampered with, will be considered a Positive drug test.

I understand that if I am found to have tampered with samples TWICE, I will be unsuccessfully discharged from the program.

Participant Signature


Date

Drug Court Signature

Date

Appendix D: Payment Agreement

The Drug Treatment Court Payment Agreement Contract states that you agree to pay certain fees and costs associated with the program, and that you agree to pay in a timely manner. The document outlines your responsibilities. Your signature is your agreement to payment, and an agreement to allow garnishment if you fail to pay. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT PAYMENT AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

A. I, _____, agree to pay the following as a participant in the 41-A District Court DWI Treatment Court program before graduation:

- a. Program fee of **\$1,800.00**
- b. Restitution: _____
- c. Attorney fees: _____

B. I agree to comply with any payment plan established to pay additional fees such as court costs, state costs, and probation oversight. I understand that these court fees may not need to be paid in full to graduate the Drug Treatment Court program, but I will be expected to adhere to my payment plan to advance in phases.

C. I will comply with the following payment monthly plan:

Monthly Amount	Due Date	First Payment Begins:

D. I agree to provide my current employment information during the course of my program involvement. If I fail to make payments as directed, I agree to comply with an Order for Assignment of Wages (MC 289).

Participant Signature


Date

Drug Treatment Court Signature

Date

Appendix E: Exchange of Information Release Authorization

The Drug Treatment Court Exchange of Information Release Authorization is used to allow the program staff to communicate with other members of your treatment team about your confidential information. It gives your case manager access to information about your treatment, drug test results, and your progress within the program, as well as allows them to communicate with other members of the team to ensure that you are getting the best care possible. The names of those that information will be shared with are listed here and the types of information that will be shared is listed as well. Your signature ensures the release of this information for 90 days after treatment has ended to those listed. Below is a copy of the form:

 <p>41-A DISTRICT COURT DWI TREATMENT COURT CONSENT FOR THE RELEASE OF INFORMATION BETWEEN PARTIES</p>			
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313		Court Telephone No. (586) 446-2565	
Last Name:	First Name:	Date of Birth:	Social Security Number:
I am currently: <input type="checkbox"/> on bond <input type="checkbox"/> on probation/parole			

A. EXCHANGE OF INFORMATION

I understand that my participation in the Drug Treatment Court is a condition of my probation, parole, bond, or the disposition of any criminal proceedings against me. I hereby request and authorize the exchange of information about my treatment, drug test results, and participation in the program between the Drug Treatment Court Staff and the individuals and/or organizations listed below. I authorize this exchange of information only under the conditions listed below:

Name of person(s), organizations to whom the disclosure is to be made if they are involved in my case:

- All Macomb County Courts
- Macomb County Community Corrections
- Office of the Prosecuting Attorney
- Defense Attorney Services
- Michigan Department of Corrections
- Law Enforcement Agencies
- All DHS services involved with my case
- Community Mental Health
- Health Department
- Community Healing Center
- Class A Training Treatment Center
- Macomb County Health Department
- Macomb County Community Mental Health
- UCS Adult Education
- Macomb Intermediate School District
- Michigan Rehabilitation Services
- MIWORKS
- Michigan Prison Reentry Initiative
- Testing & Prevention Services (TAP)
- Cordant Labs
- State Court Administrative Office
- ACT Innovations
- Electronic Monitoring Agencies
- Ignition Interlock Agencies
- Michigan Secretary of State
- Medication Assisted Treatment Agencies

Any additional agencies: _____

If information is authorized to be released to a party under a general designation, the participant (or other individual authorized to sign in lieu of the participant), understands that, upon request and consistent with this part, the 41-A District Court DWI Treatment program will provide a list of entities to which their information has been disclosed pursuant to the general designation (see § 2.13(d)).

B. INFORMATION TO BE SHARED

1. Name, address, and other personal identifying information of the participant.
2. 41-A District Court DWI Treatment program assessments.
3. 41-A District Court DWI Treatment program behavior summaries and updates.
4. Treatment information, including assessments, attendance, progress and compliance reports, treatment plans and discharge summaries.
5. Drug and alcohol screening, testing, confirmation results, and payment information.
6. Health information.
7. Reportable communicable disease information, including HIV, sexually transmitted infections, hepatitis, and tuberculosis.
8. Health plan or health benefits information.
9. Electronic monitoring information, including compliance and payment information.
10. Other (specify, if any): _____

Note: I authorize all the above information to be shared unless I indicate here. Please list the number of each category of information you do not want shared: _____

C. PURPOSE OF USE AND DISCLOSURE

The purposes for the disclosures authorized by this form are:

1. To assess if the participant needs substance use, mental health, or developmental disabilities services and treatment.
2. To provide, manage, and coordinate 41-A District Court DWI Treatment program and substance use, mental health, and developmental disabilities services and treatment for the participant.
3. To develop a Person-Centered Plan, Service Plan, and/or Treatment Plan for the participant.
4. To make dispositional recommendations for a court-involved participant.
5. To monitor payment for services and establish financial assistance if determined necessary.
6. To improve service and treatment outcomes for participants involved in the 41-A District Court DWI Treatment program.
7. Other (please specify): _____

D. REDISCLOSURE AND CONFIDENTIALITY

Once health care information is disclosed pursuant to this signed authorization, I understand that the federal health privacy law (45 CFR, Parts 160 and 164) protecting health information may not apply to the recipient of the information and, therefore, may not prohibit the recipient from redisclosing information to others. However, substance-abuse treatment information protected by federal law (42 CFR, Part 2), shall remain confidential and must not be redisclosed by the recipient except as authorized by those laws or this authorization. The federal rules restrict any use of this information to criminally investigate or prosecute any alcohol or drug abuse patient.

E. CONSENT EXPIRATION

This consent shall expire 90 days after participation in the 41-A District Court DWI Treatment program ends.

F. CONFIDENTIALITY RIGHTS

Federal law protects the confidentiality of treatment records under 42 CFR, Section 2.1 through Section 2.67; and Section 290dd-2. This means that:

1. Treatment information is ordinarily kept confidential.

2. Review hearings are held in open and public courtrooms, and although the court attempts to minimize confidential information in court, it is possible that an observer could connect a participant's identity with the fact that he or she is in treatment as a condition of participation in the 41-A District Court DWI Treatment program or that confidential information may be revealed. I specifically consent to a potential disclosure to third persons.
3. Staffing meetings, which are held before review hearings, are typically closed to the public. Confidential information may be discussed by the 41-A District Court DWI Treatment program team members at a staffing meeting. I understand that if a non-team member is invited to participate in a staffing meeting, they must receive my consent prior to observation.
4. If I refuse to consent to disclosure or attempt to revoke my consent prior to the expiration of this consent such action is grounds for immediate termination from the 41-A District Court DWI Treatment program.
5. It is a crime to violate confidentiality requirements, and the participant may report such violations to Michigan's attorney general at 517-373-1110.
6. Notwithstanding this confidentiality requirement, covered information may be released under specified circumstances and may include medical emergency, crimes on the premises, crimes against staff, administration/qualified service providers working with the 41-A District Court DWI Treatment program, and outside auditors, central registries and researchers.
7. Federal law does not protect information relating to the abuse or neglect of a child, state child abuse laws, court orders signed pursuant to 42 CFR part 2 for release of specific information, state laws relating to cause of death and duty to protect others, and to warn of serious imminent harm.

I acknowledge that I have been advised of my rights, have received a copy of the advisement, and have had the benefit of legal counsel or have voluntarily waived the right to an attorney. I am not under the influence of drugs or alcohol. I fully understand my rights and I am signing this consent voluntarily.

SIGNATURE CONSENTING TO RELEASE OF INFORMATION

Participant signature

Date


Staff witness signature

Date

Staff witness printed name

Appendix D: Approved Medication List & Contract

The Drug Treatment Court Medication and Drug Testing Contract states that you agree to not use certain medication while in the program and that you agree to test in an honest and acceptable manner for the court. The document outlines your responsibilities in testing and in the use of all types of medication while in the program. Your signature is your agreement to testing and the use of medication. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT APPROVED MEDICATION LIST & CONTRACT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

MEDICATION POLICY

- I understand that I must have permission from the 41-A District Court DWI Treatment Program staff before consuming any medications, prescribed or over the counter.
- I agree to not consume products containing any THC, alcohol, herbal products, vitamins, over-the-counter substances, poppy seeds or diet products. You are responsible for everything you put in your body.
- I understand that it is my responsibility to read labels and ensure compliance with this contract.
- When seeking medication, I agree to advise medical personnel of my situation and the need to take non-narcotic, non-addictive, and non-mood-altering medication.
- I understand that if I fail to get permission from staff before consuming or filling prescriptions of any unapproved medication, I will be sanctioned by the court.
- I understand that if I consume a product that contains my substance of choice that I will be sanctioned by the court under the guidelines of a relapse.
- Listed below are the medications that I am currently taking that have been approved by the 41-A District Court DWI Treatment staff:

Approved Medication	Dosage	Prescribing Physician

DRUG TESTING POLICY

- I understand that it is my responsibility to submit my own valid specimens.
- Staff has cautioned me about drinking excessive fluids prior to testing.
- The program defines a dilute specimen per Cordant Laboratory standards. There are sanctions for providing a dilute sample.
- Tampering with a drug screen can result in program termination.
- I understand that I will be assessed a \$30.00 fee for each lab confirmation when use is denied, which also includes THC level checks and dilutes.
- I understand by signing below that I will be held to these standards while enrolled in the program.

Participant Signature


Date

Drug Court Signature

Date

Appendix E: Drug Treatment Court Unsuccessful Discharge Behavior Agreement

While you are in Drug Treatment Court your team is working to assure that you are making progress, one of the ways that progress moves forward is by having a positive attitude and working to create a relationship with program staff. The court has expectations of how you should behave in regard to treatment and in working with staff. The Drug Treatment Court Unsuccessful Discharge Behavior ensures that you understand that certain behaviors could lead to you being discharged from the program. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT UNSUCCESSFUL DISCHARGE BEHAVIOR AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

As a participant in the Drug Treatment Court, the following is a list of behaviors that the Judge has the discretion to automatically discharge you from the program unsuccessfully:

- ✓ Absconding, which is signified when a bench warrant is issued. Absconding for more than 60 days or absconding on two different occasions could result in an unsuccessful discharge.
- ✓ Possession or purchase of pseudoephedrine.
- ✓ Tampering, defined as the attempt or act of using a foreign specimen or device when testing.
- ✓ Submission of forged documents, second such offense could result in an unsuccessful discharge.
- ✓ Engaging in assaultive, threatening, or intimidating behaviors towards specialty court staff.
- ✓ In addition, the program judge has discretion to discharge participants for repeated non-compliance, new convictions, or egregious acts that threaten public safety or program integrity.
- ✓ Felony charges bound over to Circuit Court will be automatically terminated per MCL 600.1074.

Participant Printed Name

Participant Signature

Date

Drug Treatment Court Signature

Date

Appendix F: Drug Treatment Court Peer Support Specialist Behavior Agreement

While you are in Drug Treatment Court you are required to meet with a Peer Support Specialist. This member of the team is a valuable asset to you, as they have been on a journey that is similar to yours, they have gone through the program with success and will serve as a great resource in your recovery. The Drug Treatment Court Peer Support Specialist Behavior Agreement is a list of the rules and expectations of your behavior while working with your Peer Support Specialist. Your signature states that you agree to follow these rules and work cooperatively with this member of your team. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT PEER SUPPORT SPECIALIST BEHAVIOR AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

As a participant in the Drug Treatment Court, you will be required to meet with a Peer Support Specialist (PSS). The following is a list of rules that you will be expected to follow:

- ✓ Leave all weapons, pocketknives, scissors, box cutters, razor knives, chemical sprays or other objects that would be potentially dangerous at home.
- ✓ You are responsible for contacting your PSS for required appointments. Try to schedule your next appointment at the conclusion of your meeting.
- ✓ There is **NO** smoking while in your PSS vehicle or during your appointment.
- ✓ There is **NO** cell phone use while in your PSS vehicle or during your appointment.
- ✓ Children are not permitted during one on one PSS appointments. You must have prior approval to bring children on any transport assistance. Your PSS is **NOT** responsible for childcare.
- ✓ Your PSS is only helping with transportation to and from program requirements. The PSS is **NOT** responsible for extra stops. Ex: grocery shopping, snacks before meetings, cigarettes, etc.
- ✓ Please be respectful of confidentiality. There is no need to discuss other's program status, progress, etc.
- ✓ Recovery is **KEY**. Dwelling on the past in presence of others may be a trigger. Focus on the positives.

Participant Signature


Date

Drug Treatment Court Signature

Date

Appendix G: Drug Treatment Court Courtroom Behavior Agreement

As a participant in the Drug Treatment Court, you will attend drug court every other week. The Drug Treatment Court Courtroom Behavior Agreement outlines the rules that you are expected to follow. By following these rules, it will show the court staff that you respect the court and those that are partnering in your recovery journey. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT COURTROOM BEHAVIOR AGREEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

As a participant in the Drug Treatment Court, you will attend drug court every other week. The following is a list of courtroom rules that you will be expected to follow:

- ✓ Leave all weapons, pocketknives, scissors, box cutters, razor knives, chemical sprays or other objects that would be potentially dangerous at home.
- ✓ Eat before you come to court. NO food, beverages, candy or chewing gum will be allowed.
- ✓ Wear appropriate clothing for court. Inappropriate attire such as T-shirts, undershirts, muscle shirts, halter tops, miniskirts, ball caps or hats (unless worn for religious purposes) should not be worn. Also clothing with advertisements, pictures or language pertaining to alcohol, drugs, sexual or illegal behaviors will not be permitted.
- ✓ Use appropriate language. The judge will want to hear your input, but it must be delivered with respect.
- ✓ No cellular phones or pagers will be allowed.
- ✓ Pay attention to the court proceedings and please keep your comments related to the court session. Please do not sleep or act disruptively during the court sessions.
- ✓ Stay in the courtroom until you are excused. Bathroom breaks and public telephone calls are not permitted.
- ✓ Make sure you have childcare when you are scheduled for court sessions. If this is not possible, please speak with your case manager no later than 12:00 P.M. (noon) the Monday before court.

Participant's Signature

Date


Participant's printed name

Drug Treatment Court

Date

Appendix H: Specialty Court Notice of Prohibition against Redislosure

The Specialty Court Notice of Prohibition Against Redislosure is a confidentiality agreement between you and the team. The team will not share your private information with anyone that is not agreed upon by you in the release of information that you signed. You are agreeing to not disclose private information to others regarding other participants and this is a legal form to ensure that all members do not release information unless you have given permission. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT NOTICE OF PROHIBITION AGAINST REDISCLOSURE
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

Disclosure of any participant's confidential information that is made by a team member may only be made if there is a signed consent to release information form on file and it must be accompanied by one of the following written statements:

- (1) This information has been disclosed to you from records protected by federal confidentiality rules (42 CFR, Part 2). The federal rules prohibit you from making any further disclosure of information in this record that identifies a patient as having or having had a substance use disorder either directly, by reference to publicly available information, or through verification of such identification by another person unless further disclosure is expressly permitted by the written consent of the individual whose information is being disclosed or as otherwise permitted by 42 CFR, Part 2. A general authorization for the release of medical or other information is NOT sufficient for this purpose (see § 2.31). The federal rules restrict any use of the information to investigate or prosecute with regard to a crime any patient with a substance use disorder, except as provided at §§ 2.12(c)(5) and 2.65; or
- (2) 42 CFR, Part 2 prohibits unauthorized disclosure of these records.

Participant's Signature


Date

Case Manager Signature

Date

Appendix I: Drug Treatment Court Non-Discrimination Statement

The Drug Treatment Court Non-Discrimination Statement is for your protection and to state that the court does not discriminate on basis of race, color, religion, creed, gender, age, national origin, ancestry, disability, sexual orientation, or marital status. Both your team and you will sign to ensure that your rights are protected. Below is a copy of the form:

	41-A DISTRICT COURT DWI TREATMENT COURT NON-DISCRIMINATION STATEMENT
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

The 41-A District Court and Treatment Court programs do not discriminate on the basis of race, color, religion, creed, gender, age, national origin, ancestry, disability, sexual orientation, or marital status.

If your federally protected rights are violated, you may file a complaint with the Office of Civil Rights at

- (202) 514-4609 or
- (202) 514-0716 (Telephone Device for the Deaf)

Participant's Signature


Date

Treatment Court Signature

Date

Appendix J: Drug Treatment Court Medical Emergency Agreement

The Drug Treatment Court Medical Emergency Agreement is so that if a medical emergency should occur and you are not able to complete any or some of the tasks that you are responsible for, you agree to contact your team on the way to the hospital. If you must leave a voicemail it must be detailed with the date, time, and type of emergency. This will ensure that you are covered in regard to following the guidelines of the program. You must provide documentation that you were seen, and you are responsible for canceling appointments. Also, you are signing that you agree to be tested if deemed necessary and that you may be asked to sign a release of information for the place of care. Below is a copy of the form:

 41-A DISTRICT COURT DWI TREATMENT COURT MEDICAL EMERGENCY AGREEMENT	
Court Address 40111 DODGE PARK RD, STERLING HEIGHTS, MI 48313	Court Telephone No. (586) 446-2565

I, _____, DOB, / / SSN, - -

I acknowledge that my participation in the 41-A District Court DWI Treatment program is a condition of my probation, parole, bond, or the disposition of criminal proceedings against me. As a result of such, I must comply with the terms and requirements of the 41-A District Court DWI Treatment program.

Should I have a medical emergency that affects my ability to meet program requirements, I must do the following:

- 1) Contact my case manager on the way to the hospital and when leaving the hospital. If I am unable to reach them directly, I understand that I must advise of the date, time, and the emergency event on voicemail.
- 2) Obtain documentation from the hospital of my admission and discharge time and date.
- 3) Contact any parties that I have scheduled or expected appointments with and inform them of the emergency. This includes court appearances, therapy appointments, and drug testing. If you are expected at drug testing, you may not just leave a message. You must speak directly with a tester regarding your emergency.

I understand that medical emergencies do not negate my responsibility to meet DTC requirements and that my case manager or drug testers may direct me to do the following:

- 1) Sign a release between DTC and the treating hospital.
- 2) Obtain substance abuse testing at the hospital, which will be paid at my own expense.

I understand that it is my responsibility to be aware of this policy and to comply with the outlined expectations. Should I fail to abide by this policy, the court will issue an appropriate sanction for my behavior.

Participant's Signature

Date

Treatment Court Signature

Date