



Utilizing Continuum of Care to Extend the Connection

**Strategies of The Penobscot Nation Healing to
Wellness Court for achieving the Adult Drug Court
Best Practice Standards**

The Penobscot Nation Healing to Wellness Court Program Introduction; Vice News Story

- <https://www.youtube.com/watch?v=9VlsTcrvwqg>

The Healing to Wellness Team

- Director of Social Services
- Chief of Police
- Public Defender
- Tribal Prosecutor
- Chief Judge
- Director of Education
- Cultural Advisors
- Elder/Mental Health Counselor
- Director of the Court
- Director of Housing
- Wabanaki Health and Wellness Representative
- Family Advocate and Prevention Coordinator
- Substance Abuse Counselor
- Medical Doctor

Bonds and “Family” Atmosphere Generated with Participants and the Team while in the program

- Multi-Disciplinary Team: Creates a network of formal supports that consist of community members and elders across tribal departments that foster a deep sense of responsibility and care for participants.
- Participants: become a peer network of support for one another and are frequently in communication, proximity and have often known each other or of one another their whole lives in the community
- Monthly Cultural and Sober Social activities are planned and mandatory for all participants to encourage positive peer interactions in a chem-free environment

What is the standard for Best Practices?

- NADCP ADULT DRUG COURT BEST PRACTICE STANDARDS VOLUME I tells us: “Participants complete a final phase of the Drug Court focusing on relapse prevention and continuing care. Participants prepare a continuing-care plan together with their counselor to ensure they continue to engage in prosocial activities and remain connected with a peer support group after their discharge from the Drug Court. For at least the first ninety days after discharge from the Drug Court, treatment providers or clinical case managers attempt to contact previous participants periodically by telephone, mail, e-mail, or similar means to check on their progress, offer brief advice and encouragement, and provide referrals for additional treatment when indicated.”



	NEW BEGINNINGS Tobacco Introspection/Education	PURIFICATION Cedar Personal Responsibility	CLEANSING Sage Cooperation/Accountability	WISDOM Sweetgrass Growth & Wellness	GRADUATION Earth Inner Direction AFTERCARE
Stages	Contemplation	Engagement	Maintenance	Transition	Community Emergence
Duration	30-120 Days	90 Days	90 Days	90 Days	1 Year
General Objectives of Phase	Demonstrate Understanding of Addiction & Recovery <ul style="list-style-type: none"> ▪ Tobacco Medicine in connection with the Creator ▪ Self-Awareness ▪ Detoxification &/or Contemplation of Early Recovery ▪ Stabilization & Treatment. ▪ Secure a Sponsor/Mentor ▪ Gain insight into healthy living skills 	Demonstrate Personal Responsibility <ul style="list-style-type: none"> ▪ Cedar Medicine in connection with Purification ▪ Self-empowerment ▪ Relapse Prevention Plan ▪ Boundary Setting ▪ Emotional Management ▪ Introspection ▪ Demonstrate healthy living skills and engagement to Healing and Wellness 	Demonstrate Personal Reflection & Path to Healing <ul style="list-style-type: none"> • Sage Medicine in Clarity • Self- Acceptance • Engage in Peer to Peer Program and plan “give back” project • Develop a Self-Inventory • Restoration & Healing • Maintain healthy living skills and promote change within your life, family and community & the Penobscot Nation 	Demonstrate Ability to Maintain Recovery & Healing <ul style="list-style-type: none"> • Sweetgrass Medicine in Protection. • Self- Introspection. • Become a Peer to Peer Model. • Make a difference for yourself, family, community & the Penobscot Nation. • Demonstrate Recovery & Wellness in your life, family & Community. 	Demonstrate Health & Wellness <ul style="list-style-type: none"> • Self-Sustainment • Lead a constructive life without alcohol and other drugs • Maintain Peer to Peer Modeling and Engagement • Maintain Health & Wellness • Community engagement
Specific Requirements for Phase Graduation	<ul style="list-style-type: none"> • Tobacco Wellness Plan development • Meet Objectives • Negative Drug Analysis for a minimum of 30 days • Attendance Requirements • Disclose any/all court costs and/or fines or related items 	<ul style="list-style-type: none"> • Cedar Wellness Plan development • Meet Objectives • Negative Drug Analysis for a minimum of 30 days to advance to next phase • Attendance Requirements • Payment(s) of any/all court costs and/or fines and/or related items 	<ul style="list-style-type: none"> • Sage Wellness Plan development • Meet Objectives • Negative Drug Analysis for a minimum of 60 days • Attendance requirements • Define role as Peer Support • Completed and/or Continued payment(s) of any/all court costs and/or fines and/or related items 	<ul style="list-style-type: none"> • Sweetgrass After-Care Plan development • Meet Objectives • Negative Drug Analysis for a minimum of 30 days • Attendance Requirements 	<ul style="list-style-type: none"> • Maintain After Care Wellness Plan • Recovery Maintenance Check-ins the 1st, 2nd, 3rd and 6th month after commencement as well as at the 1 year mark.
Healing & Recovery Providers	Supportive Group(s): ♦ 3+ times per week Wellness Session: ♦ 3 times per week	Supportive Group(s): ♦ 3+ times per week Wellness Session: ♦ 2 times per week	Supportive Group(s): ♦ 4+ times per week Wellness Session: ♦ Once per week	Supportive Group(s): ♦ 3+ times per week Wellness Session: ♦ 2 times per month	Supportive Group(s): ♦ 3+ times per week Wellness Session: ♦ Once per month
Alcohol / Drug Testing	Minimum: 3 times per week	Minimum: 2 times per week	Minimum: Once a week	Minimum: 2 times per month	No longer required
					Not mandatory; invited to attend

What happens to graduates after commencement?

- Bonds to the team and peers reduced due to lack of structured interactions
- Connections wain and become strained between peers
- Breakdown of routine and structure/accountability for graduate
- Rise in likelihood of reoccurrence of substance use
- Rise in likelihood of recidivism
- Recognition of need for stronger aftercare services and supports by the team and alumni of the program lead to a more comprehensive aftercare program

Penobscot Nation Healing to Wellness Aftercare Strategies:

- Adapted Recovery Maintenance Check-ins (original tool “RMC-I” created in Montana provided by Jeffrey Kushner) with case manager face to face at 1st month after commencement, then again at the 2nd month, 3rd month, 6th month and one year anniversary.

One hour is set aside for this check-in to assess current living situation, recovery efforts, any relapses or new criminal or civil law infractions as well as assessing for cultural and community engagement with peer recovery groups etc. Referrals for any needs can then be placed and followed up on

Setting the aftercare expectations from the beginning

- Intake- setting the program length to include aftercare
- Petition for Entry to the Healing to Wellness Court
- Contract

(See Hand-Outs with these documents for detail)

At the final check-in with the case manager the exit interview is completed which includes updating/confirming all contact information and who can be reached if contact is lost (sign updated releases) before commencement can be attended/completed.

This is also the time when the Recovery Maintenance Check-in Schedule is created for the next year, all dates and times are provided to the participant in paper form on an appointment slip.

Expectation reviewed if contact is lost or check-ins are missed it is considered contempt of court and they will receive a summons to come to court to explain and reschedule.

Creative ways to meet identified needs:

Teaming up with Indian Health Services for a Tribal Opioid Response Grant that includes hiring an “Aftercare Recovery Driver”

This employee works mid-day into the evening Tuesday-Saturday taking calls for rides to treatment services, peer recovery meetings like AA, NA and Wellbriety as well as traveling to scheduled meetings on a reliable schedule to provide afterhours transportation for recovery based services.

Always Room for Improvement; GOALS

- Creation of Alumni Groups and Peer Recovery Groups
- Community “Drop-In” Center for those in early recovery to have a safe place with resources available at all times
- Tribal Specific Crisis Response Services/Crisis Line

**ANY
QUESTIONS?**

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System Healing to Wellness Courts

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IN RE:

PETITION FOR ORDER OF ADMISSION INTO
THE PENOBSCOT NATION HEALING TO
WELLNESS COURT

Now comes, _____, by and through Counsel and petitions the Court for an Order of Admission into the Penobscot Nation Healing to Wellness Court.

As part of this petition, the petitioner recognizes and acknowledges that they have agreed to abide by the conditions and terms of the Penobscot Nation Healing to Wellness Court. Those conditions and terms include, without limitation:

1. Petitioner agrees to meet with or report to the assigned Adult Caseworker AND treatment provider(s) as required and to follow their recommendations.
2. Petitioner agrees to random testing for drug and alcohol use.
3. Petitioner agrees to return to Healing to Wellness Court periodically as requested by the Court and understands that he/she may have to periodically report to the Court for a minimum of 12 months depending on progress and potentially for a considerably longer period depending on the assessed need by the Court and treatment providers.
4. Petitioner understands that if he/she misses any Court dates, a bench warrant may be issued by the Healing to Wellness Court Judge and he/she may be terminated from the Healing to Wellness Court.
5. Petitioner understands that he/she MUST inform the Healing to Wellness Court and treatment providers immediately of any changes in address and phone number.
6. Petitioner understands that he/she will be required to discuss with treatment providers and the Healing to Wellness Court his/her drug and/or alcohol use, and that any statement he/she makes regarding that use in the Healing to Wellness Court and/or for the purpose of treatment will not be used against the Petitioner as evidence in any current or future criminal prosecution.
7. Petitioner agrees to sign reasonable authorizations for the release of information required by the Healing to Wellness Court. It is understood that any information regarding the Petitioner's treatment and progress in treatment identifying the Petitioner will not be

released to persons not working for the Healing to Wellness Court and/or treatment providers without the further authorization of the Petitioner.

8. Petitioner agrees to keep all appointments required and to participate in programs including:
 - a. Treatment programs
 - b. Counseling programs
 - c. Education programs
 - d. Vocational programs
 - e. Day reporting centers
 - f. Other reasonable rehabilitation requirements

9. Petitioner agrees that in the event he/she fails to keep any program appointments (in the absence of an explanation satisfactory to the Healing to Wellness Court), fails to comply with any reasonable request or requirement, or tests positive for any non-prescribed drug (and alcohol, if prohibited), the Healing to Wellness Court may immediately make necessary adjustments in requirements and may impose sanctions including the following: (1) Letter of apology; (2) Revisit a prior stage; (3) Community Service (4) Fine; (5) Repaying a portion of the substance abuse treatment costs; (6) Withholding per capita checks, and; (7) Imposition of a jail sentence not to exceed seven days.

10. Petitioner understands that if he/she violates any terms of this contract and/or fails to work diligently towards the goals of this program, he/she may be terminated from the Healing to Wellness Court.

11. Petitioner understand that the Healing to Wellness Court Team, which generally includes members of Wabanaki Health and Wellness, Penobscot Nation Health Department, Penobscot Nation Department of Social Services, Penobscot Nation Tribal Court, Public Defender, Tribal Prosecutor, Penobscot Nation Police Department, Penobscot Nation Department of Education and the Penobscot Nation Youth Program, will meet regularly to discuss my ongoing progress and participation in the Healing to Wellness Court program, and such meetings may include my substance abuse treatment provider. Petitioner understands that his/her attorney is invited to these meetings and may or may not attend them by his or her own discretion.

12. Petitioner agrees that there is **no** right to appeal his/her dismissal from Healing to Wellness Court to any other Court.

13. Petitioner acknowledges that upon entry to the Healing to Wellness Court, they waive their Fourth Amendment right to reasonable search and seizure. Members of the Healing to Wellness Court Team including but not limited to Penobscot Nation Law Enforcement have the right to search the Petitioner or their belongings at any time and seize any materials which may be in their possession in direct violation of the terms of their agreement with the Healing to Wellness Court.

14. Petitioner agrees that any and all information heard or learned about another Healing to Wellness Court Petitioner will be held in the strictest confidentiality and may not be shared with anyone. Any indication that the Petitioner shared any information will be considered grounds for dismissal.



15. Petitioner agrees to complete an exit interview upon completing or being discharged from the HTWC program to include a "Recovery Maintenance Check-in" schedule. As part of this schedule Petitioner agrees to update the Penobscot Nation Tribal Court with any changes to contact information for up to one year after leaving the program. The schedule will include phone or in person interview at anniversary dates for the 1st month, 2nd month, 3rd month, 6th month and 12th month.

16. Petitioner understands that upon the Court's acceptance of admission into the Healing to Wellness Court, the conditions outlined in this document become an Order of the Court and that failure to abide by those conditions may be grounds for a finding of contempt and imposition of such sanctions as may be authorized by the law.

Wherefore, the Petitioner respectfully requests the Court grant this petition and enter an Order of Admission for _____ into the Penobscot Nation Healing to Wellness Court.

Dated: _____

(Petitioner)

CERTIFICATION OF ATTORNEY

I, _____, hereby certify that I am the attorney of record (or I am authorized to appear on behalf of the attorney of record) for the above-named Petitioner and that I have explained to him/her his/her rights.

(Attorney) _____
(Date)

PENOBSCOT NATION HEALING TO WELLNESS COURT PROGRAM CONTRACT



PENOBSCOT NATION

AND

(Participant Name)

The Penobscot Nation Tribal Court, the Penobscot Nation Tribal Prosecutor and the above-named Healing to Wellness Court participant, agree that the following charge(s) will be adjudicated by and disposed of in the PENOBSCOT NATION HEALING TO WELLNESS COURT. If the participant is either self-referred or referred by another individual or by entity and no formal charges are being filed, please indicate this under the charges by stating, "**REFERRAL**," or "**SELF-REFERRAL**." Regardless of how the participant arrived under the jurisdiction of this Court, all parties will agree to this contract pursuant to the provisions listed below.

CHARGE(S)

CODE/ORDINANCE #

PROVISIONS OF CONTRACT:

1. Participant hereby voluntarily agrees to enter into Penobscot Nation Healing to Wellness Court program (hereafter referred to as "HTWC") as an alternative to the continued prosecution of the above charges under conditions summarized below **AND** in the Treatment Plan which will be developed upon completion of the participant's evaluation.
2. Participant agrees to meet with or report to the assigned HTWC case manager AND treatment provider(s) as required and to follow their recommendations.
3. Participant agrees to complete the requirements of each of the "Four Phases of Treatment and Wellness," including but not limited to random testing for drug and/or alcohol use.
4. Participant agrees to return to HTWC periodically as requested by the Court and understands that he/she may have to report periodically to the Court for a minimum of 12 months depending on progress and potentially for a considerably longer period depending on the assessed need by the Court and treatment providers.
5. Participant understands that if he or she misses any court dates, a bench warrant may be issued by the HTWC Judge and Participant may be terminated from the HTWC.
6. Participant understands that he or she MUST inform the HTWC case manager and treatment providers immediately of any changes in address or phone number.
7. Participant understands that any new arrest or other law enforcement contact while in this program must be reported immediately to the HTWC case manager and may be grounds for immediate termination from the HTWC.
8. Participant hereby knowingly and voluntarily agrees that the time spent in the HTWC will be excluded for "speedy trial" purposes. Participant has been informed by his or her attorney that Participant has a right to a speedy trial and what the effect of this agreement is.
9. Participant understands that he or she will be required to discuss with treatment providers and the HTWC Participant's drug and/or alcohol use, and that any statement he or she makes regarding that use in the HTWC and/or for the purpose of treatment will not be used against the Participant as evidence in any current or future criminal prosecution.
10. Participant understands that his or her right to file written pre-trial motions will be reserved. Should the Participant be terminated from this program, Participant will have at least forty-five (45) days from the termination date to make such motions.
11. Participant agrees to sign reasonable authorizations for the release of information required by the HTWC. It is understood that any information regarding Participant's treatment and progress in treatment identifying him or her will not be released to persons not working for the HTWC and/or treatment providers without the further authorization of Participant.

12. Participant agrees to keep all appointments as required and to participate in programs including:
 - a. Treatment programs
 - b. Counseling programs
 - c. Education programs
 - d. Vocational programs
 - e. Day reporting centers
 - f. Other reasonable rehabilitation requirements

13. Participant agrees that in the event he or she fails to keep any program appointments (in the absence of an explanation satisfactory to the HTWC), fails to comply with any reasonable request or requirement, or tests positive for any non-prescribed drug or alcohol consumption, the HTWC may immediately make necessary adjustments in requirements and may impose sanctions up to and including jail time. Participant agrees that if a jail sanction is imposed Participant will be held without bail for the duration of the sanction.

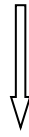
14. Participant understands that if he or she violates any terms of this contract and/or fails to work diligently towards the goals of this program, Participant may be terminated from the HTWC. Upon termination, a Participant's case:
 - a. If pre-plea, will be returned to the Penobscot Nation Tribal Court for prosecution outside of the HTWC.
 - b. If post-plea, the HTWC Judge will order a pre-sentence report from Probation, or an update of the prior pre-sentence report, and after receipt of the report impose sentence on Participant.
 - c. If a violation of probation, the HTWC Judge will discharge Participant from probation and impose sentence on the underlying charge.

15. Participant understands that the HTWC Team, which generally includes members of the Penobscot Nation Health Department and Counseling Services, Penobscot Nation Department of Social Services, Penobscot Nation Tribal Court, Tribal Public Defender, Tribal Prosecutor, Penobscot Nation Police Department, Penobscot Nation Department of Education and Career Services, Wabanaki Health and Wellness Center, and the Penobscot Nation Youth Program, will meet regularly to discuss Participant's ongoing progress and participation in the HTWC program, and such meetings may include Participant's substance abuse treatment provider. Participant understands that his or her attorney is invited to these meetings and the attorney may or may not attend by his or her own discretion.

16. Participant agrees that there is no right to appeal his/her dismissal from HTWC to the Penobscot Nation Appellate Court or any other court.

17. Participant acknowledges that upon entry to the HTWC, he or she waives his or her Fourth Amendment right to reasonable search and seizure. Members of the HTWC Team including but not limited to Penobscot Nation Tribal Police have the right to search the Participant and/or his or her belongings at any time and seize any materials which may be in his or her possession in direct violation of the terms of the agreement with the HTWC.

18. Participant agrees that any and all information heard or learned about another HTWC participant will be held in the strictest confidentiality and may not be shared with anyone. Any indication that the Participant shared any information will be considered grounds for dismissal.



19. Participant agrees to complete an exit interview upon completing or being discharged from the HTWC program to include a "Recovery Maintenance Check-in" schedule. As part of this schedule Participant agrees to update the Penobscot Nation Tribal Court with any changes to contact information for up to one year after leaving the program. Failure to comply with the Recovery Maintenance Schedule may result in contempt charges if not completed or if contact cannot be established to complete the interviews as scheduled.

20. The parties to this contract agree that if Participant complies with the provisions of this contract and treatment plan, including modifications approved by the HTWC Judge, the charges herein above listed will be disposed of as follows:

 (Signature of Participant)

 (Date)

PARTICIPANT'S ATTORNEY CERTIFICATION

I, _____, hereby certify that I am the attorney of record (or I am authorized to appear on behalf of the attorney of record) for the above-named Participant and that I have explained to him or her his or her rights and I believe that he or she freely and knowingly entered into the within CONTRACT.

 (Attorney for Participant)

 (Date)


 (Tribal Prosecutor, Penobscot Nation)

 (Date)

 (Judge, Penobscot Nation HTWC)

 (Date)

**PENOBSCOT NATION HEALING TO WELLNESS COURT
THE FOUR DIRECTIONS AND SACRED MEDICINES**

	NEW BEGINNINGS Tobacco Introspection/Education	PURIFICATION Cedar Personal Responsibility	CLEANSING Sage Cooperation/Accountability	WISDOM Sweetgrass Growth & Wellness	GRADUATION Earth Inner Direction AFTERCARE
Stages	Contemplation	Engagement	Maintenance	Transition	Community Emergence
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Alcohol / Drug Testing	Minimum: 3 times per week	Minimum: 2 times per week	Minimum: Once a week	Minimum: 2 times per month	No longer required
Status Hearings	Biweekly	Biweekly	Biweekly	Once per month	Not mandatory; invited to attend

*THE WELLNESS COURT MODEL IS APPROXIMATELY 12-18 MONTHS