

Penobscot Nation's Perspective on

The Path to Healing to Wellness

The mission of the Penobscot Nation Healing to Wellness Court

is to combine the judicial oversight and the powers of the Court with local healing and wellness services, to help court involved or persons at risk of court involvement achieve sobriety, address co-occurring substance abuse or mental health issues, reduce recidivism, and progress toward a healthy and productive life and place within the Penobscot Nation community.



Goal 1

Improve the outcomes for offenders diagnosed with substance abuse and/or mental health issues.

Goal 2

Develop and implement a holistic, comprehensive program model that is specific to the treatment needs of each program participant regardless of the number or type of underlying or co-occurring issues.

Goal 3

Reduce recidivism of criminal behavior among Healing to Wellness Court participants.

Goal 4

Engage the community at-large in the healing-to-wellness process through education and awareness of the benefits of utilizing the approach of a Wellness Court.

Phase IV- Sweetgrass: Completion/Continuing Growth and Wellness/Life

- > Working through the other phases.
- > Leading a constructive life while maintaining recovery skills
- > Learning new things about yourself, amplifying your strengths.
- > Having a plan to continue your wellness journey long-term.
- > Making a lasting difference for yourself, your family, your community and all your relations.



Nation

Individual

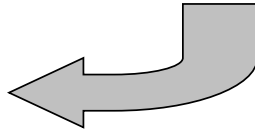


Phase III- Sage: Cooperation/ Accountability/ Integrity

- > Cooperate and follow your treatment program.
- > Encourage others to do the same/be a role model.
- > Make better choices.
- > Live a good life, free of alcohol and other drugs.
- > Develop a plan to maintain recovery

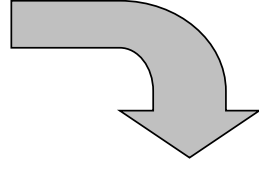
Phase I- Tobacco: Introduction/New Beginnings

- > Why you are in the program.
- > Exploring the mental, emotional, physical, and spiritual effect of using alcohol and/or drugs.
- > What to expect from the program and, What the program will expect from you.



Community

Family



Phase II- Cedar: Personal Responsibility

- > Exploring Substance Use Disorder and co-occurring mental health issues
- > This problem has hurt you, your family, your community and the Tribal Community
- > You can make changes for the better which will improve your life and lives of those around you.

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. 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)

Penobscot Nation Healing to Wellness Court PETITION FOR ORDER OF ADMISSION



Penobscot Indian Nation
Judicial System
etali-trprlo\mrtimrk



12 Wabanaki Way
Indian Island, Maine
04468

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:

20. Petitioner agrees to meet with or report to the assigned Adult Caseworker AND treatment provider(s) as required and to follow their recommendations.
21. Petitioner agrees to random testing for drug and alcohol use.

22. 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.
23. 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.
24. Petitioner understands that he/she MUST inform the Healing to Wellness Court and treatment providers immediately of any changes in address and phone number.
25. 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.
26. 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.
27. 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
28. 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.

29. 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.

30. 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.

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

32. 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.

33. 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.

34. 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.

35. 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 ORDER OF ADMISSION



Penobscot Indian Nation

Judicial System

etali-trprlo\mrtimrk



Mailing Address: 12 Wabanaki Way

Indian Island, ME 04468

Physical Address: 6 Down Street

Indian Island, ME 04468

IN RE:

Docket No.

ORDER OF ADMISSION INTO THE PENOBSCOT
NATION HEALING TO WELLNESS COURT

This matter is before the Court on _____ Petition for an Order of Admission into the Penobscot Nation Healing to Wellness Court.

The Court has reviewed the Petition, the recommendations of the Penobscot Nation Healing to Wellness Team and heard from the Petitioner. The Court concludes that it is in the interests of justice that, the Petitioner shall be admitted to the Penobscot Nation Healing to Wellness Court under the following terms and conditions:

36. Petitioner agrees to meet with or report to the assigned Adult Caseworker AND treatment provider(s) as required and to follow their recommendations.
37. Petitioner agrees to random testing for drug and alcohol use.
38. 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.

39. Petitioner understands and agrees 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.
40. Petitioner understands that he/she MUST inform the Healing to Wellness Court and treatment providers immediately of any changes in address and phone number.
41. 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.
42. 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.
43. 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
- (2) 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: 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.
44. Petitioner understands and agrees 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.
45. Petitioner understands and agrees 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.

46. Petitioner agrees that there is **no** right to appeal his/her dismissal from Healing to Wellness Court to any other Court.
47. Petitioner acknowledges and agrees that upon entry to the Healing to Wellness Court, they waive their Rights under the Indian Civil Rights Act 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.
48. 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.
49. 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.
50. Petitioner understands and agrees that upon the Court's Order 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, it gives the Court great pleasure to admit the Petitioner to the Penobscot Nation Healing to Wellness Court.

So Ordered.

Dated:

Eric M. Mehnert, Chief Judge

Penobscot Nation Tribal Court

A True Copy Attest:

_____, Clerk

**Penobscot Nation Healing to Wellness Court
PETITION FOR ORDER OF ADMISSION**





Participant Chart

Participant:

Date of last Phase Advancement:

Court verified sobriety count: **DAYS**

Positive changes:

Challenges:

Recommendations from Case Manager:

Past Sanctions:

Notes:

Orders:



Participant Chart

Participant:

Date of last Phase Advancement:

Court verified sobriety count: **DAYS**

Positive changes:

Challenges:

Recommendations from Case Manager:

Past Sanctions:

Notes:

Orders:



Participant Chart

Participant:

Date of last Phase Advancement:

Court verified sobriety count: **DAYS**

Positive changes:

Challenges:

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Participant Chart

Participant:

Date of last Phase Advancement:

Court verified sobriety count: **DAYS**

Positive changes:

Challenges:

Recommendations from Case Manager:

Past Sanctions:

Notes:

Orders:

