

FAMILY TREATMENT COURT AGREEMENT

FAMILY COURT OF THE STATE OF NEW YORK COUNTY OF SUFFOLK

The Department of Social Services
on behalf of

Docket No.

Child(ren) Alleged to be Neglected by

Respondent(s)

It is agreed and understood by and between the Office of the Suffolk County Attorney (CA), the Department of Social Services (DSS), the Education and Assistance Corporation (EAC), the Suffolk County Department of Health and the Respondent, this ____ day of _____ 20____, as follows:

1. The respondent acknowledges and states that she/he is represented by counsel, that she/he has fully discussed this agreement with counsel, and after consultation with counsel, is entering into this agreement freely and voluntarily and consents to have her/his case proceed through the Family Treatment Court (FTC); and
2. Respondent's counsel represents that counsel has reviewed this agreement in its entirety with the Respondent and shall continue to represent the Respondent throughout the FTC proceedings, unless otherwise appropriately discharged in accordance with applicable law; and
3. Respondent has met with a FTC representative and is fully aware of the requirements of the FTC program including the treatment court phases and the range of possible sanctions and rewards and agrees and accepts that her/his progress will be decided by the FTC Judge in a manner consistent therewith; and
4. Respondent has entered an admission on the record supporting the allegations contained in the petition, or such other allegations satisfactory to the Court to establish the finding of neglect, and Respondent shall be permitted to rescind the admission only in the event that after Respondent's initial assessment FTC does not accept the Respondent into the FTC program; and
5. Upon acceptance into the FTC program, Respondent consents and agrees to ongoing assessment by the FTC Case Management Team and to follow all treatment recommendations; and
6. Respondent agrees that she/he will be required to appear before the FTC Judge according to the criteria set forth in the FTC Phases and that the Respondent may be required to appear more frequently based on the Respondent's progress and compliance with all the terms of her/his court order or service plan; and
7. Respondent understands that failure to appear on any regularly scheduled court date or as directed by the court shall constitute a violation of this agreement and the order of disposition which may result in the filing of a violation petition, and the immediate issuance of a warrant and/or incarceration of the Respondent due to a violation of an order of the court in accordance with applicable law; and
8. Respondent agrees and understands that she/he must comply with all orders and directions of the FTC including, but not limited to, the following:
 - a. Court appearances as directed by the court.
 - b. Periodic supervised drug testing without notice.
 - c. Weekly case management contacts.

- d. Periodic home visits with the Court Appointed Special Advocate (CASA).
 - e. No consumption of poppy seeds.
 - f. Randomly scheduled and/or unannounced visits for drug testing and case management.
9. Respondent understands that failure to comply with such orders or directions shall constitute a violation of this agreement, a violation of a court order, and may result in termination from the FTC and/or the immediate imposition of sanctions; and
 10. Respondent understands and agrees that the successful completion of the FTC is in all cases, determined by the FTC Judge and in the event the respondent fails to successfully complete the FTC or is terminated from FTC for any reason, that her/his case will be returned to the general caseload of the court for further proceedings; and
 11. Respondent agrees to execute written authorizations for the release to FTC of records, including any and all; medical records; psychological and psychiatric evaluations and treatment records; psycho social assessments; individual treatment plans, toxicology reports and treatment progress reports for the purpose of treatment planning and the monitoring of the respondents progress in the FTC; and
 12. Respondent understands and agrees that the disclosure of treatment information obtained in accordance with the releases executed pursuant to 42 C.F.R. Part 2, in the courtroom in the presence of other FTC participants is an integral component of the FTC; and
 13. All information obtained in monitoring FTC will be maintained in accordance with the Federal confidentiality regulations (42 C.F.R. [a] [2]); any information obtained or provided will be used for treatment or research purposes only; no research report will contain information that identifies the Respondent to the County Attorney or the court or any other agency will not be released by the research organization.
 14. This agreement and the rules of the FTC shall be incorporated into the court order, and shall survive and not be merged, upon disposition. Therefore, the terms of this agreement shall be enforceable as on Order of the Court, and failure to comply with the terms of this agreement can constitute a violation of a Court Order.

Respondent

Respondent's Counsel

Law Guardian

Assistant County Attorney

DSS

Case Management Team