

IN THE SUPERIOR COURT OF POLK COUNTY
STATE OF GEORGIA

STATE OF GEORGIA *
*
V. * CASE NO. _____
*
_____ *
Defendant *

TALLAPOOSA CIRCUIT DRUG INTERVENTION PROGRAM CONTRACT

You are voluntarily entering the Tallapoosa Circuit Drug Intervention Program (sometimes referred to herein as “Drug Court”). Read the terms of this contract carefully, and initial each term of the contract, date and sign the contract.

I, _____, understand that I am being permitted to participate in the Drug Intervention Program, and that I must fully comply with the counseling recommendations, such court orders as may issue and the terms of this contract. If at any time after the execution of this agreement and in any phase of the program, it is discovered that I am ineligible to participate in the program, I may be immediately terminated from the program.

- 1._____ I understand if I enter this program and fail to complete it, I may be barred from future participation.
- 2._____ I understand that participation in the Drug Intervention Program involves a minimum of twenty four months. Upon completion of the first eighteen months of the program, I will participate in an After Care program as described by the court, to include attendance at weekly AA or NA 12-step meetings during that six (6) month period.
- 3._____ I understand that during the entire course of the Drug Intervention Program, I will be required to attend Drug Court sessions, treatment sessions, submit to random and regular drug testing and remain clean, sober and law-abiding.
- 4._____ I agree to abide by the rules and regulations imposed by the treatment team. I understand that if I do not abide by these rules and regulations, I may be sanctioned or terminated from the program.

5._____ I agree to pay the (\$1,500.00) program fee on a scheduled basis of \$100.00 per month to the program coordinator or Case Manager prior to each court session. I understand if this fee is not paid as scheduled it may result in sanctions including, but not limited to, retention in a particular phase. I understand this fee must be paid in full prior to graduation from the program. All participants are required to begin making scheduled payments during phase one of the program.

6._____ I will not violate the law. However, if I do violate the law, I will report it immediately and I understand that such violations may subject me to sanctions or termination from the Drug Intervention Program.

7._____ I will be gainfully employed full-time (40 hours per week) at suitable employment unless the Judge approves otherwise. I understand that failure to do so may result in sanctions or termination. I hereby authorize the Case Manager to confirm any employment and work status with my employer. My place of employment and job duties will be subject to approval by Drug Court Staff.

8._____ If unemployed, I may be required to perform 4 hours of community service per day, Monday through Friday, until suitable employment is obtained, subject to the direction of the Case Manager. I will also provide documentation to support my employment search efforts. I understand that I may not advance to the next phase without fulfilling my community service obligation.

9. _____ I understand that participating in the Drug Intervention Program requires me to be drug and alcohol free at all times. I will not possess alcohol or drugs in any form, nor possess alcohol or drug paraphernalia. I will inform all treating Physicians that I am a recovering addict and I will submit any prescription for drugs to my counselor for verification and approval. I will not use over-the-counter, non-prescription medications without permission from the treatment counselor or case manager, as some over-the-counter medications will produce a positive reading on drug screens and contain substances such as codeine.

10._____ I agree to be tested for drugs/alcohol at any time requested by any member of the treatment team, Drug Court officer or probation officer. I further understand that substituting, altering or trying in any way to modify my body fluids for purposes of testing (“diluting”) may be grounds for immediate termination from the program or immediate sanction. I understand that if I am late for a test, miss a test, or test positive for dilution, the result will be considered a “positive” test and I may be sanctioned.

11._____ I understand that if my urine or other tested substance or material is reported positive for the presence of drugs or as diluted at any time while in the program, I will receive a sanction from the Drug Court Team and hereby waive any contest of those

results. I understand that the laboratories contracted with the Tallapoosa Circuit Drug Intervention Program are the official testing agencies for the program and results cannot be disputed by independent testing. I waive all rights to independent testing.

12._____ I will obey all instructions of the judge, treatment counselor, program coordinator, state probation office, and any other member of the treatment team regarding my duties and obligations under this contract.

13._____ I will immediately inform the treatment counselor, Case Manager and the state probation office of any change of address, telephone number or employment status. I will provide these changes in writing. I will not leave the State of Georgia or my resident county for any reason without first informing and obtaining permission from the treatment team.

14._____ I will allow the case manager, treatment counselor, state probation office and law enforcement or their designees to visit me at my home or elsewhere. In addition, I agree to cooperate fully with treatment counselors, family counselors and any additional providers as directed by the Drug Court Team.

15._____ I will attend the court ordered number of AA or NA 12-Step type meetings each week in addition to my Drug Court treatment sessions and submit proof of my attendance to my treatment provider as required.

16._____ I will be responsible for my own transportation and will appear ON TIME for all court sessions, counseling sessions and meetings as required. **Lack of transportation is NOT an acceptable excuse to miss or be late for any program related activity.**

17._____ Should I fail to appear for any court hearings, treatment sessions or meetings as required, a bench warrant may be issued for my arrest. I will notify the Case Manager and Treatment Provider at least three (3) hours in advance of any illness or other circumstance that would prevent me from attending a scheduled meeting or treatment session.

18._____ I understand that I may not possess any weapons while I am in the Drug Intervention Program. I will dispose of any and all weapons in my possession, and disclose the presence of any weapons possessed by anyone else in my household. Failure to dispose and/or disclose may result in termination from the program and possible prosecution for illegal possession of any weapon.

19._____ I will support all legal dependents that I have to the best of my ability.

20._____ I will avoid people or places of disreputable or harmful character. This includes people currently on probation or parole and people with felony convictions, drug users and

drug dealers. I will abide to a curfew of 10 p.m. to 7 a.m. seven (7) days per week. The only exception will be if I am at treatment, work, AA/NA meeting, during an emergency situation or with leave of the Court.

21. _____ I agree to the search of my person, property, place of residence, vehicle or personal effects, during the term of my probation, at any time, day or night, without a warrant, provided there exists a reasonable or good faith suspicion as a basis for a search whenever required to do so by a probation officer, law enforcement officer or Drug Court staff, and I specifically consent to the use of anything seized as evidence in any hearing or judicial disciplinary proceedings.

22. _____ I understand the court will impose sanctions for program violations that may include, but are not limited to, curfews, additional AA/NA type meetings, community service, in court detention, repeat of or retention in a program phase, issuance of a bench warrant, expulsion from the program or other reasonable sanction, to include incarceration in a Probation Detention Center or jail.

23. _____ If I do not have proof of graduation from high school or equivalency degree, I agree to enroll in such classes as directed. This may include vocational, adult literacy, or GED classes. However, internet diplomas or GED certificates will not be considered valid without court approval - - in advance - - of participating in any such program. I understand if I do not fulfill these obligations sanctions may be imposed.

24. _____ I agree, for the purpose of regular Drug Court proceedings or staffings, to waive my right to have my attorney of record present. I understand that my case may be discussed without my attorney or the prosecutor present.

25. _____ I agree to execute such Authorizations and Consents for Release of Information as directed relative to medical or other treatment.

26. _____ I understand that my individual course of treatment may include long or short term residential treatment and education and/or self improvement courses such as anger management, parenting or relationship counseling, all of which I shall attend as directed.

27. _____ I understand weekly reporting to probation in person is required. This may be waived if I am employed full-time (40 hours per week). I agree to contact my probation officer to arrange an alternative reporting plan if such is deemed appropriate by that officer.

28. _____ I understand that if I exhibit behaviors indicative of harm to self or others, as determined by the Drug Court Team, proper authorities and the next of kin will be notified, notwithstanding any obligation of confidentiality which may exist as between myself and the Drug Court Staff.
29. _____ I agree to keep the Case Manager, Treatment Provider, Law Enforcement liaison and probation office advised of my current address and phone number at all times. My place of residence is subject to Drug Court approval.
30. _____ I agree to be responsible for what goes into my body that may affect drug test results. Before taking medication of ANY kind, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive and contains no alcohol. I will pre-register any and all medications, prescribed or over-the-counter, with my treatment provider and with the Case Manager.
31. _____ I understand that I am subject to all provisions of the Handbook as amended.
32. _____ I will perform 40 hours of community service for any Court approved agency. For the purpose of this agreement, Agency means any Court approved agency, office, institution or entity.
33. _____ I agree to inform any law enforcement officer who contacts me that I am in Drug Court. I understand that I may not work as a confidential informer with any law enforcement agency while I am participating in the Drug Court program, nor may I be made or encouraged to work as a confidential informant as a condition of my full participation in the Drug Court program.
34. _____ I understand that fraternizing with other Drug Court participants is grounds for termination. Pairing up with a participant of the opposite sex or same sexual orientation outside of group, 12 step meetings, or Court is prohibited unless approved by a staff member.
35. _____ I may not participate in Drug Court if I am currently or become a gang member.
36. _____ I understand that I am not to purchase any alcoholic beverages/drugs or enter a place of business that fifty percent or more of their business includes alcohol, even if I am of legal age to purchase alcohol.

37. _____ I understand that if my drug screen tests positive from T Circuit Resource Center, Urgent Care, Northwest Laboratories, Varian Laboratory Services, or any other provider at any time while in the program, I will receive a sanction from the Drug Court Team and I will not be able to contest the results.

38. _____ The Court reserves the right to amend any terms of this contract during the course of treatment after notice to participant to maximize Participant's ability to reach full recovery.

39. _____ Upon graduation from the Drug Court Program, I agree to allow contact from independent tracking agencies for a period of three (3) years.

40. _____ Other: _____

I understand that acceptance into the Drug Intervention Program is a privilege and not a right. I agree to the terms and conditions for treatment/education prescribed for me.

Further, should I fail to comply with the above terms, I understand I will be terminated from the Drug Intervention Program and will be subject to serve the sentence imposed upon entering the program, or such other sentence as the Court deems appropriate.

Signature of Participant/Defendant

Date: _____

Attorney for Participant/Defendant

Date: _____

Assistant District Attorney

Date: _____

Judge of Superior Court, Tallapoosa Judicial Circuit

Date: _____

