

NEVADA COUNTY SUPERIOR COURT
ADULT FELONY DRUG COURT
PARTICIPANT AGREEMENT

People vs. _____

Case Number: _____

I, _____, have been accepted as a participant in the Nevada County Drug Court Program as a term of my probation. I agree and understand that I am subject to and must abide by all the terms and conditions of my probation while in this program. I agree to successfully complete the Drug Court Program to satisfy a term of probation. So that I may participate in the program, I agree to the following:

1. I agree to complete the diagnostic evaluation required by the Court for participants in the Nevada County Drug Court Program.
2. I agree to cooperate with the Nevada County Drug Court, the program staff, and the treatment provider(s).
3. I agree to sign any and all releases necessary for the Drug Court Team members and treatment providers to assess my suitability for treatment, to monitor my progress in the Drug Court Program, and/or necessary to further the treatment aims. I further agree to sign any releases that will allow the Drug Court to review diagnostic and treatment information which would otherwise be confidential under Federal or State law.
4. I realize that the program staff, based on my needs, may revise my treatment plan.
5. I agree to follow all program and provider rules, regulations, contracts and the Orders of the Court. I agree to make recovery my priority. I understand that the Probation Department will be advised of my status. I realize that any new arrest while I am participating in Drug Court will jeopardize my inclusion in this program.
6. I agree to contact my Case Manager and attend case management meetings as required. I agree to attend outside, Self Help meetings and out-patient or in-patient treatment as required. I WAIVE ANY RIGHT TO CLAIM CUSTODY CREDIT AGAINST MY SENTENCE FOR ANY TIME I AM PLACED IN EITHER IN-PATIENT OR OUT-PATIENT TREATMENT AS A PART OF MY PARTICIPATION IN DRUG COURT.
7. I understand that the primary purpose of this program is treatment and that any statements made by me while participating in this program shall not be used against me in any subsequent related adversarial proceeding. These include statements made to Drug Court Program staff during the pre-screening phase, statements made in open Court during the Nevada County Drug Court proceedings, and/or statements made to any treatment provider during the treatment phase of the program. However, spontaneous statements made by me in open Court, which refer to unrelated felonious criminal activity and which

are not related to my participation in the Drug Court Program, may be admissible in other criminal proceedings and such admissibility shall be determined in an evidentiary hearing, according to the rules of evidence. Additionally, any and all statements made by me to Probation Officers and/or peace officers are not protected and can be used against me in securing probable cause to search or arrest and can be used against me in Court.

8. I understand that urinalysis test results obtained through the Drug Court treatment program will be used only to assist the Court and treatment providers in evaluating my progress, and may be used by the Drug Court to determine whether I am progressing satisfactorily, whether the treatment plan needs modification, whether to impose sanctions or rewards within the program, and whether I should be terminated or graduated from Drug Court. I understand that under no circumstances will such urinalysis results be used as evidence of a new crime, evidence to support any unrelated violation of probation or parole, or in any other manner not consistent with the goals of the Nevada County Drug Court.
9. I agree to participate in the Nevada County Drug Court Program for a period of no less than two years. I agree to engage in any education, treatment or rehabilitation program ordered by the Court. I agree to abide by the additional terms as indicated by the Court, program staff, and/or treatment staff and I agree to complete the treatment program to the satisfaction of the Court.
10. I understand that failure to successfully complete the Drug Court Program is a violation of my probation. In the event I am removed from the program, I understand that I can be made to serve any unexpired term previously imposed or suspended by the Court and/or can be charged with a violation of my probation.
11. My participation in the program can be terminated if:
 - a. I violate any of my terms of probation;
 - b. I do not make progress toward satisfactorily completing the Nevada County Drug Court Program;
 - c. I commit a violent misdemeanor or any felony;
 - d. I commit an assault, or threaten or attempt to intimidate any treatment provider, counselor, probation officer, or other participant in the program.
 - e. I fail to pay fees or perform service as ordered by the Court.
12. I understand that an assessment fee and a participation fee are mandatory for participants in Drug Court. The fees are set at \$650. I understand that the Court may order me to complete community service work in lieu of some fees if I am unable to pay.
13. I agree to seek and maintain employment, employment counseling, a GED, and/or other education as a part of my treatment program as required by the Court, program staff or treatment provider.
14. I AGREE TO COOPERATE WITH AND FOLLOW THE INSTRUCTIONS OF THE COURT, PROGRAM STAFF, AND TREATMENT PROVIDER.

15. I agree to report as directed, and to timely make all Court appearances as ordered by the Court, program staff treatment provider or Probation officer.
16. I agree to keep the Court, program staff and treatment provider informed of my current address at all times, and report any changes of address within one (1) day; I understand I also must comply with any additional probation conditions involving changing addresses (including, if appropriate, securing permission from and/or notifying the Court or my Probation Officer of any anticipated change of address.)
17. I agree to submit to witnessed urine tests as ordered by the Court, program staff or the treatment provider.
18. I agree that I will not use or possess any alcohol, marijuana, or illegal drug, and whenever possible request that prescription medications be non-narcotic. I will deliver a copy of my prescription issued to me to my case manager within 48 hours of issuance of that prescription. I will not use or possess any controlled substance without a prescription from a licensed physician.
19. I agree that if I violate this agreement, the Court can impose sanctions within the Drug Court Program rather than terminate my involvement in the Drug Court. The court may impose such sanctions without conducting a hearing, because I waive a hearing on any alleged violation. Without limitations I agree that the Judge can:
 - a. Modify my treatment program to more intensive counseling or a residential program
 - b. Order me into medical detoxification
 - c. Put me back in jail immediately for up to 30 days at a time; I understand that any time served as a result would not be credited against my underlying charge for which I am on probation;
 - e. Issue a bench warrant for my arrest;

In addition, if I violate this agreement, the Court may elect to terminate me from this program without a hearing and then impose the suspended execution sentence on my underlying charge(s).

20. I AGREE THAT I AM SUBJECT TO SEARCH OF MY PERSON, MY PERSONAL PROPERTY, MY RESIDENCE, MY VEHICLE AND ANY VEHICLE IN WHICH I AM A PASSENGER AND SEIZURE OF MY PROPERTY WITHOUT THE REQUIREMENT OF PROBABLE CAUSE OR A SEARCH WARRANT DURING THE TIME I AM A PARTICIPANT IN THE DRUG COURT PROGRAM. I understand that if I have any questions concerning this waiver I should discuss this with my attorney (or the Court if I am not represented by an attorney) before starting the program. I understand that I have the right to an attorney prior to signing this agreement.
21. I UNDERSTAND THAT IF I AM REMOVED FROM THE PROGRAM AND SENTENCED, I AM NOT ENTITLED TO ANY SENTENCE CREDITS FOR

SANCTIONS IMPOSED IN JAIL. I understand that if I have any questions concerning sentencing I should discuss this with my attorney (or the Court if I am not represented by an attorney) before starting the program.

22. I understand that I must successfully complete the treatment program and comply with the conditions of this contract set forth above to graduate from the program. I also understand that I will remain on formal probation for at least one year after graduation from Drug Court.
23. By signing this contract, I give the Nevada County Sheriff's Office permission to release my booking photograph (from the date of arrest that led to the charges filed in this case) to the Nevada County Superior Court. I understand this booking photograph will ONLY be used for the purposes of showing "before and after" photographs for my Drug Court graduation. In the event I do not graduate, the booking photos WILL NOT be released. I agree by release of this photo not to hold the Nevada County Sheriff's Office responsible for any violations of privacy rights.
23. I UNDERSTAND THAT I HAVE THE RIGHT TO AN ATTORNEY DURING ALL COURT PROCEEDINGS, AND SHOULD CONSULT AN ATTORNEY PRIOR TO SIGNING THIS AGREEMENT. IF I AM UNABLE TO AFFORD AN ATTORNEY, I UNDERSTAND THAT THE COURT WILL APPOINT AN ATTORNEY FOR ME.
24. I UNDERSTAND THAT IF I HAVE ANY QUESTIONS CONCERNING DRUG COURT, I SHOULD DISCUSS THE MATTER WITH AN ATTORNEY. IF I AM UNABLE TO AFFORD AN ATTORNEY, I UNDERSTAND THE COURT WILL APPOINT AN ATTORNEY FOR ME

I DECLARE THAT THE STATEMENTS WRITTEN ABOVE HAVE BEEN READ BY ME OR TO ME, AND THAT I UNDERSTAND AND AGREE TO EACH OF THE ABOVE STATEMENTS AND CONDITIONS.

Date

Defendant

I, _____ have reviewed the document with the defendant.
Counsel for Defendant

Date

Counsel for Defendant