

FIFTH JUDICIAL DISTRICT DRUG COURT CONTRACT AND GUILTY PLEA

ADVISORY FORM

(Effective May 1, 2017)

I, _____, as a condition to my acceptance into Drug Court hereby agree to accept and abide by the following terms and conditions for Drug Court and **hereby acknowledge that any waiver of my constitutional or statutory rights is voluntary, knowing, and intelligent and was reviewed and discussed with my attorney.** I further understand that before I can be formally accepted into Drug Court that I must have: (1) entered a plea of guilty to a qualifying felony offense; (2) a qualifying LSI score; (3) a qualifying Substance Abuse Assessment, I therefore agree as follows:

1. **LAWS AND COOPERATION.** I shall respect and obey all laws and shall comply with any lawful request of Drug Court or any law enforcement officer or agent of the Department of Probation & Parole. I will notify the Drug Court Coordinator and my Probation Officer of any law enforcement contact within 24 hours. _____
2. **TRANSPORTATION.** I understand that it is my responsibility to provide transportation for myself to attend treatment; court appearances and any other requirements of drug court. Further I will not operate a motor vehicle without a valid license, registration, insurance (and interlock device if applicable). _____
3. **RESIDENCE.** I will reside in a location approved by Drug Court. Any change of my residence must first be approved in writing by the Drug Court Coordinator and I will notify the Drug Court Coordinator of any involuntary move from my residence within 24 hours of that move. _____
4. **ASSOCIATIONS.** I will not associate with anyone who is committing a law violation; who is on probation or parole; or who is a convicted felon. I will also not associate with any group or individual (including but not limited to drug and/or alcohol users and gang affiliations) as ordered by Drug Court or the Drug Court Coordinator. _____
5. **ATTENDANCE.** I shall report in person on the dates and times specified for all court dates; treatment groups; community support meetings; drug or alcohol testing; and any other dates and times specified by Drug Court team or the Drug Court Coordinator. I will not leave or attempt to leave the state or my assigned district in an effort to abscond or flee supervision. I will be available for supervision as instructed by Drug Court and will not actively avoid supervision. _____
6. **TRAVEL.** I shall not leave this State or the Fifth Judicial District without first obtaining written permission from the Drug Court Coordinator. _____
7. **EMPLOYMENT/EDUCATION.** I shall seek and maintain gainful, verifiable, full-time employment (if applicable), be enrolled as a fulltime student or participating in such programs as approved by Drug Court. A GED must be obtained, if the participant is not a high school graduate, before Drug Court Graduation unless an exemption is granted by the Drug Court Team. A change of employment or education shall not occur without prior written permission of the Drug Court Coordinator. _____

8. **SEARCH AND SEIZURE.** I agree and consent to the search and/or seizure of my person, automobile, residence, real property, and any other property, at any time, and at any place, by any law enforcement officer, peace officer, or probation officer and hereby knowingly, intelligently and voluntarily waive my rights under the Fourth Amendment and the Idaho constitution concerning searches. _____
9. **WEAPONS/CONTRABAND.** I shall not purchase, carry, own or have in my possession or control any firearm, ammunition, explosives, archery equipment, or weapons of any type. I will not reside at any location where firearms are present. I will not possess or control any law enforcement or surveillance equipment, including but not limited to, scanners, video surveillance or handcuffs/keys. _____
10. **CONTROLLED SUBSTANCES/ALCOHOL.** I shall not purchase, possess, or consume any ethyl alcohol, illegal drugs, designer synthetic drugs, prescription drugs without a valid prescription, drug paraphernalia or mood altering chemicals or substances. I shall provide to the Drug Court Coordinator any drug prescriptions prescribed by a licensed physician and shall only take such medications as prescribed. I agree to inform my treating physician that I am dependent or addicted to narcotics and /or illegal drugs and/or alcohol and will request that my physician prescribe to me non-narcotic medications if medically reasonable. _____
11. **TESTING.** I agree to attend and participate in all required drug and /or alcohol testing as directed by the Drug Court Staff. I understand that if my test sample is insufficient or diluted that my test sample may be deemed a positive test. If the results of the test indicate an adulterant has been used to interfere with the results, that test will be deemed to have been positive. _____
12. **DRUG COURT FEES.** I shall pay any and all Drug Court Fees as directed by the Drug Court Judge or Coordinator. I understand that Graduation from Drug Court is conditioned on the payment of all Drug Court fees, costs and restitution and any other fines, fees and costs. In the event of my termination from Drug Court I understand that any fees or costs owing to Drug Court can be awarded as restitution at the time of my sentencing. _____
13. **DRUG COURT TERMINATION.** I agree and understand that should the Drug Court Staff determine that grounds exist for my termination from Drug Court that any proceedings for termination from Drug Court and sentencing proceedings, if any, will be conducted by the Drug Court Judge and that I have a right to a hearing on whether I should be terminated from Drug Court. Unless I waive my right to a hearing, the State would have the burden to prove the grounds for termination by a preponderance of the evidence; that I have a right to confront and cross examine those who would testify against me; that I have the right against self-incrimination; that I have the right to put on a defense and to call witnesses on my behalf; and that I have a right to counsel. I understand that if I am terminated from drug court that my probation would be revoked and that any probation disposition or sentencing proceeding at my option would be conducted by the drug court judge or my original judge. _____
14. **UNDERSTANDING OF THE DRUG COURT PROGRAM.** I have fully reviewed with my attorney and the Drug Court Coordinator the terms, conditions and requirements for Drug Court and I have a full and complete understanding of such terms, conditions and requirements for my participation and completion of Drug Court. I further understand that I could be expelled from Drug Court if I breach any express term or condition of this contract or if in the opinion of the Drug Court staff I am not satisfactorily progressing through the drug court program and treatment phases or if I am not doing what is expected of me. _____

15. NEW CHARGES OR LAW VIOLATIONS. I understand that if I should receive new criminal charges during my participation in Drug Court for an offense that occurred before or after my acceptance into Drug Court that such an occurrence could result in my termination from Drug Court. _____

16. FINES, COSTS & RESTITUTION. I understand that the payment of any fines, fees, costs and restitution in any other pending matter in addition to any fees or costs due and owing to Drug Court may be required to be paid as a condition to graduation from Drug Court as the Drug Court Judge may determine in his sole discretion. _____

17. TRUTHFULNESS. I shall at all times remain truthful with everyone with whom I deal, including but not limited to the Drug Court Judge, the Drug Court Coordinator, Drug Court staff and my treatment provider and I shall not cheat, tell any lie, or exaggerate or minimize my statements, conduct or actions in anyway. I understand that a key component of my recovery is honesty, responsibility and accountability for my conduct, behavior and actions. _____

18. CURFEW. I agree to comply with and obey any curfew that may be imposed by the Drug Court Staff. _____

19. CLIENT CONSENT TO EX PARTE COMMUNICATION. As a participant in the Fifth Judicial District Drug Court, I have been informed that under ordinary circumstances, an attorney for the State is not permitted to communicate with me directly about the subject of my case without the consent of my lawyer or an order from a court. IDAHO R. PROF. CONDUCT 4.2 (2004). I have also been informed that an attorney, mine or anyone else's, is not permitted to communicate with a judge without the other lawyer being present. (This is referred to as *ex parte* communication.) IDAHO R. PROF. CONDUCT 3.5 (2004). However, because of the nature of the Fifth Judicial District Drug Court and the Drug Court Team's frequent need to make decisions regarding my treatment or rehabilitation, I consent to and authorize the State's attorneys to communicate with me without my lawyer being present during my participation in The Fifth Judicial District Drug Court. I also consent to and authorize my lawyer, and any opposing lawyer, to communicate *ex parte* with the judge regarding my participation in the Fifth Judicial District Drug Court. _____

20. GRADUATION. I understand that by pleading guilty to the charged offense as a condition for the admission to Drug Court, that I will be granted a withheld judgment if I meet the statutory criteria or a judgment of conviction with a suspended sentence and that I will be placed on probation with the successful completion of drug court as a term and condition of probation. I further understand that upon my successful completion and graduation from Drug Court, I will be supervised by Probation and Parole for a period of time after graduation and that after six months of supervision by Probation and Parole that I may apply to the Court for early discharge from probation and that it solely a matter of discretion of the court to grant or deny a motion for early discharge. I further understand that if I am admitted to Drug Court on a post-sentence basis that upon my graduation from Drug Court and upon my discharge from probation that any relief from my felony conviction would be determined in accordance with the provisions of I.C. § 19-2604. _____

21. REPRESENTATION. My attorney and I recognize and accept the appointment of the Public Defender as my counsel during my participation in the Drug Court Program. In the event that I am subject to be terminated from the Drug Court program, as set forth in paragraph 13, above, that the appointment of the Public Defender shall cease and my original attorney will be reappointed by the court to handle and conduct the termination proceeding as well as sentencing or disposition upon my formal termination from Drug Court. _____

22. EVALUATION AND PROGRAM PLAN. I shall meaningfully participate in and successfully complete any treatment, counseling or other programs deemed beneficial and as directed by the drug court program. _____

23. ADDITIONAL RULES. I understand that other requirements may be imposed upon me. At all times, these additional rules will be imposed only after considering the successful supervision of the participant. All additional rules will be explained to the participant and/or provided to him/her in writing. Additional rules may include but are not limited to No Contact Orders, Community Service, Work Detail, Written Reports, Payment Agreements, Jail, etc. In the event a drug court participant is required to undergo medical procedure while in the program, the drug court participant shall inform the Drug Court Coordinator. The participant shall advise his/her treating physician that he/she should be prescribed non-narcotic drugs if medically reasonable under the circumstances. In the event of elective medical procedures, these procedures should be delayed until after completion of the drug court program if medically reasonable. The participant shall provide a physician's note to the Drug Court Coordinator as to why the medical procedure may not be delayed. In the event that the medical condition of a drug court participant does not allow the participant to participate meaningfully in treatment or the drug court program, the participant may, in the discretion of the drug court team, be removed from the drug court program. _____

I have read, or have had them read to me, the above agreement. I understand and accept these conditions of supervision. I agree to abide by and conform to them and understand that my failure to do so may result in my termination from the Drug Court Program.

Participant Signature

Defendant's Attorney Signature

Date

Date