

**STATE OF MINNESOTA
COUNTY OF CARVER**

**DISTRICT COURT
FIRST JUDICIAL DISTRICT**

State of Minnesota

Court File No. _____

v.

Defendant

Carver County Drug Treatment Court Participant Agreement

I, _____ D.O.B.: _____, have voluntarily agreed to participate in the Carver County Drug Treatment Court (CCDTC) and I agree to the following conditions:

1. I agree to be honest and make a good faith effort in the program.
2. I understand that participation in the CCDTC is anticipated to take approximately 18 to 24 months.
3. I agree to obey all state, federal and local laws and ordinances.
4. I agree to follow all directives and orders of the Court and probation.
5. I agree to attend all court dates, treatment meetings, probation officer meetings, classes, programming or other scheduled appointments as ordered by the Courts and to be on time.
6. I will actively participate in all treatment, supervision and other meetings, classes and programming as appropriate and I will complete all assignments given to me.
7. I agree to follow all recommendations of treatment, attend and complete any treatment program and/or support group that I am referred to by the Court and provide necessary verification.
8. I will comply with the terms and conditions of my release/probation and any other rules designated by the Court, Probation and members of the team including community work service or STS.
9. I agree to report any arrest or law enforcement contact to my probation agent within 24 hours.
10. I understand that two weeks prior to out of state travel, I will be required to complete a travel request form and obtain Court and/or probation approval before traveling.
11. I will read the CCDTC handbook and abide by the rules contained therein. I will ask for clarification if I do not understand.
12. I agree to sign releases of information as a condition of program entry and when asked while participating in the program.
13. I understand that having a telephone is a requirement of the program.
14. I agree to keep the Court and treatment providers informed of my current address and phone number(s) and to report all address changes to my probation agent before I make the changes.

15. I will comply with random home visits by my probation agent or other team members, including law enforcement and provide drug or breathalyzer tests as directed.
16. I will not act as a confidential informant while I am a participant in the CCDTC program.
17. I will not possess or consume any mood altering substances while participating in the CCDTC program with the exception of lawfully prescribed medications authorized by a licensed and qualified medical professional based upon medical necessity with appropriate medical documentation.
18. I understand that I must provide medical proof of any medications that I am taking to my probation agent.
19. I will not use any prescription drugs or over the counter medications without prior verification and approval from my probation agent.
20. I agree to be responsible for what goes into my body that may affect drug test results.
21. I understand that I am expected to create an environment that supports my ongoing sobriety and recovery. I further understand it is my responsibility to ensure that my residence(s) and personal areas are free from drugs, alcohol or drug paraphernalia.
22. I understand that I am not allowed to spend time in a place that primarily derives its sales from alcohol or knowingly be present in places where drug dealing is taking place.
23. I agree to treat CCDTC Team members, treatment staff and participants with respect at all times. I understand that violence or inappropriate behavior will not be tolerated and may lead to a sanction or termination from the program.
24. I understand that I shall not possess firearms or dangerous weapons while I am in the program.
25. I understand the Court may impose immediate sanctions, including jail time, for failing to adhere to program rules. I understand that sanctions may be increased and may include termination from the CCDTC program.
26. I understand that I have a right to a formal hearing before sanctions are imposed.
27. I understand that if I cannot be managed safely any longer in the community or if I repeatedly fail to comply with treatment or supervision requirements I may be terminated from the program.
28. I understand that my failure to successfully complete and graduate from the Carver County Drug Treatment Court program will result in the re-instatement of criminal proceedings against me.
29. I acknowledge that I have received a copy of the CCDTC Participant Handbook and I am aware the participant agreement and participant handbook are subject to change.

FINES/FEES/COSTS

1. I agree to pay restitution (if ordered) and all required fines and fees, including a supervision fee in accordance with the Minnesota Department of Corrections fee scale.
2. I agree to pay a one-time CCDTC **participation fee of \$600**. This fee is assessed to all participants upon entry. I am responsible for paying the participation fee in full even if I am terminated or withdraw from the program. Participants may set up a payment plan with Court Administration.
3. I agree to pay costs associated with positive drug and alcohol confirmation tests.

4. I understand that I am responsible for costs associated with Secure Continuous Remote Alcohol Monitoring (SCRAM), Ignition Interlock, Electronic Home Monitoring (EHM) and any other alcohol monitoring devices.
5. I understand that I am responsible for my own transportation to and from Court, appointments and treatment.

MEDICATIONS AND PRESCRIPTIONS

1. I understand that I must inform medical professionals treating me that I am a Treatment Court participant; I have agreed to remain free of alcohol and mood altering substances to participate in the program, and in appropriate cases, that I have a history of problematic substance abuse or substance dependence.
2. I understand that I must have my prescribing physician or medical provider complete a CCDTC Prescription Use Form when medications are administered or prescribed and submit the completed form to my probation agent immediately.
3. If a medication is prescribed, I understand I must contact my probation agent immediately (within 24 hours) if I am prescribed a medication that is mood altering or otherwise prohibited by the program.
4. I understand that I must have prior permission from the CCDTC Team before use of any medication (including prescription medications, over the counter medications and supplements).
5. I agree that except in the case of life threatening medical emergency, I will only use one physician, one pharmacy and one hospital while participating in the CCDTC.
6. I understand that I am required to sign a release of information allowing for the free flow of information regarding my medical condition and case status between the probation department, the prescribing/authorizing physician(s) or medical provider(s) and the Court.
7. I understand that I must store all medications in the original packaging that clearly identifies my name, physician's name and the date the medication was filled.
8. I understand that Probation may conduct random pill and/or medication checks to confirm that I am taking my medication as prescribed and I will comply with these checks.
9. I agree to report all medications that I am taking on any drug screens.
10. I understand that misuse of medications or diverting medications for illegal purposes is a violation of the CCDTC program rules and is sanctionable.
11. I agree to properly dispose of outdated or expired medication, including medication that is more than one year old or not my current dosage, in accordance with State and Federal laws. I understand that possession of outdated and expired medication is sanctionable. I will ask my probation agent for guidance on how to properly dispose of medication and do so in the presence of probation.

DRUG AND ALCOHOL TESTING

1. I understand I will be tested for the presence of drugs, legal and illegal, and alcohol in my system on a random basis and upon suspicion according to the procedures established by the Drug Treatment Court.
2. I understand I will be drug and alcohol tested a minimum of twice per week.
3. I understand that drug and alcohol testing will be performed on weekends and holidays.
4. Drug and alcohol testing will be performed by a laboratory or program approved by the CCDTC.
5. I understand I must call an automated phone line every day including holidays and weekends to determine if I must provide a drug test that day.
6. I understand I will be required to test during the specified hours identified.
7. I understand that I will be given a location and time to report for my drug test.
8. I understand instructions regarding the random testing procedures, including the call in number, testing facility address, and testing times will be provided to me on the form entitled Carver County Drug Court Random Testing Procedures.
9. I understand that it is my responsibility to report to the assigned location at the time given for the test.
10. I understand I must present at each drug test with my government issued photo identification.
11. Each time I submit to a drug test, I am responsible for informing my Probation Agent and the collector of all current medications I am taking, including both prescription and over the counter medications.
12. I understand that all drug tests will be directly observed collections using a same sex collector.
13. I understand that if I am late for a test, or miss a test, it will be considered as a positive test for drugs/alcohol and that I may be sanctioned.
14. If I refuse to submit a drug testing sample as required, it will be reported as a test refusal and I may be sanctioned.
15. I understand that if I fail to produce a urine specimen or if the sample provided is not of sufficient quantity, it will be considered as a positive test for drugs/alcohol and I will be sanctioned.
16. I understand that I must comply with all testing protocols set out by both Probation and the collection facility. Should I leave the lab without providing a sample, I understand that I will not be allowed to return.
17. I have been informed that the ingestion of excessive amounts of fluids can result in a diluted urine sample and that I understand that my urine sample will be tested to ensure the sample is not dilute.
18. I understand that if I produce a dilute urine sample, it will be considered as a positive test for drugs/alcohol and I will be sanctioned.
19. I understand that substituting or altering my specimen or trying in any way to modify my body fluids for the purposes of changing the drug testing results will be considered as a positive test for drugs/alcohol and will result in sanctioning and may be grounds for immediate termination from DTC.

20. I understand that I will be sanctioned for associating with other people who are engaged in substance use or for exposing myself to passive inhalation or secondhand smoke.
21. I understand the lab collector will not discuss the results of my drug test with me at the time of collection. The laboratory will not provide any information to me about my drug test results. Drug test results will be reported directly to Probation.

I agree to the terms set forth by the Carver County Drug Treatment Court and I understand that if I do not follow the Court rules I may be terminated from the program. I acknowledge that I have received a copy of the participant handbook and agree to its terms and conditions. I acknowledge the participant handbook and participant agreement are subject to change. I also understand that full compliance will fulfill the original Court order and may result in an early termination of my probation or placement on administrative probation.

Participant Signature

Date

Defendant's Attorney

Date

Treatment Court Coordinator

Date