

STATE OF INDIANA ) IN THE HAMILTON \_\_\_\_\_ COURT \_\_\_\_  
COUNTY OF HAMILTON )  
STATE OF INDIANA )  
vs ) CAUSE NUMBER 29 \_\_\_\_\_  
\_\_\_\_\_ )

**HAMILTON COUNTY DRUG COURT PARTICIPATION AGREEMENT**

The Defendant, Defendant’s counsel, and counsel for the State of Indiana on behalf of the State of Indiana, hereby enter into this Agreement to secure the Defendant’s participation in the treatment, supervision, and rehabilitation programs and services offered by the Hamilton County Drug Court. The length of the program is 18-24 months with the possibility of being extended if necessary to complete the requirements. Participants who successfully complete all drug court requirements may avoid imposition of an executed sentence previously stayed or they may be successfully discharged from probation.

The Defendant agrees to comply with the supervision of the Court and the assigned case manager throughout the program, report to his/her case manager as directed, and follow the case manager’s lawful instruction.

**I, the named Defendant, do expressly agree that:**

1. I will meet as directed with Drug Court personnel, treatment providers, and other persons or agencies as directed, and I will be appropriately dressed and on time for each of those meetings. I will allow the Drug Court personnel to visit me at, and/or search, with reasonable suspicion, my home, job, and elsewhere.

2. I will complete the Hamilton County C.A.R.E. Program substance abuse evaluation and will successfully complete substance abuse treatment and attend support groups as directed. I will pay for that evaluation as directed out of monthly fees. I will also pay for the treatment as assessed by the treatment provider. I agree that my participation and progress in substance abuse treatment may be openly discussed in the public hearings of the Drug Court, regardless of my right to confidentiality as provided by federal and state law.

3. I understand and agree that I am subject to assessment under the Indiana Risk Assessment System as a condition of my participation in the Hamilton County Drug Court. I hereby authorize staff to enter the results of the assessments conducted during my participation in the Hamilton County Drug Court in the Indiana Risk Assessment System database. I understand that the results of the assessments conducted during my participation in the Hamilton County Drug Court are accessible by any authorized

Indiana Risk Assessment System database user in connection with his or her official duties.

4. I will appear in court when instructed, and will be appropriately dressed at and on time for each appearance. I will bring all prescription medications, in their original bottles, to each court appearance.

5. I will cooperate with and be truthful to my case manager(s), treatment providers, members of the Drug Court Team, and the Judge.

6. I will not possess, ingest, use, sell or distribute any legend drug, narcotic drug, controlled substance, paraphernalia (used or to be used as drug paraphernalia) or any substance not made for human consumption throughout the term of this Agreement, unless same has been prescribed by a licensed physician.

7. I will not possess, ingest or use any alcoholic beverage throughout the term of this Agreement, and I will refrain from knowingly using any products containing alcohol. I will not enter any commercial business establishment, the primary purpose of which is the sale of alcoholic beverages.

8. Except in the case of a medical emergency, which I will have to prove to Drug Court personnel, I will not possess, ingest or use any over-the-counter medication without getting permission first from Drug Court personnel.

9. I will phone in to the Drug Court drug screen line as directed and will submit to all drug and alcohol tests, at my own expense, as directed by Drug Court personnel or treatment providers.

10. I will not associate or have contact with anyone actively using a controlled substance or alcoholic beverage without getting permission first from Drug Court personnel. I will not associate or have contact with any known felon, unless that person is also a Hamilton County Drug Court participant, without getting permission first from Drug Court personnel.

11. I will work and attend school or GED classes regularly and perform community service work as directed. I will not change employment or educational status without first notifying Drug Court personnel.

12. I will obey all laws. I will not commit any criminal offense, and I will not operate a motor vehicle without being properly licensed. I will report any arrests, criminal charges, or traffic citations to the Drug Court personnel within 24 hours of any such occurrence. I will also report any contact with any law enforcement officer acting in his/her official capacity to the Drug Court personnel within 24 hours of any such contact.

13. I will not carry, use, possess or have under my control any firearm, destructive device, or dangerous weapon.

14. I will receive permission from my case manager before changing my home address, my counseling, or my treatment/education programs. I will not leave the State of Indiana without having permission beforehand, and I will abide by any curfew that may be imposed.

15. I will maintain telephone service at my residence, and I will have an available telephone number at my place of employment where I can be contacted during working hours.

16. I will comply, without violation, with all conditions of my probation order, and with all terms, conditions and rules of any community corrections placement.

17. I will pay, in full, the Drug Court Program Fees (Administration fee of \$100.00 when applicable and Monthly User fees of \$50.00 per month, starting the second month and with a total not to exceed \$750.00) and drug screen fees before entering Phase III of the Program.

18. I will sign, and update as needed, a criminal justice consent for release of confidential information.

19. I will provide to the Drug Court personnel the names and office addresses of all medical personnel from whom I seek treatment, or who provide treatment and/or prescriptions to me while I participate in Drug Court. I will update the Consent for Release of Confidential Information within 24 hours of receiving treatment and/or prescriptions from any new medical personnel and/or treatment provider.

20. I consent, as a condition of my voluntary participation in Drug Court, to the imposition of sanctions, including incarceration and other restraints on my freedom, for any violation of the rules and conditions of the Drug Court. I understand that any violation or noncompliance with any of these conditions may result in a bench warrant being issued for my arrest. **I understand that I may be revoked or terminated from the Drug Court Program if I am charged with or convicted of a criminal offense occurring after the date of this Agreement. I understand that I may also be revoked or terminated from the Program, at the sole discretion of the Drug Court judge, for any willful failure to comply with any of the conditions of this Agreement. Failure to complete the program will result in termination from the drug court and imposition of all or any part of the sentence previously stayed or suspended.**

**I, the named Defendant, do hereby acknowledge my understanding of, and do expressly waive, the following rights:**

1. My right to confidentiality regarding my participation in substance abuse treatment in public Drug Court hearings;
2. My constitutional rights against self-incrimination and search and seizure related to my participation in Drug Court, understanding that any searches conducted by

drug court personnel or law enforcement acting under the authority of the drug court must be based upon reasonable suspicion;

3. My right to due process, with the exception of my right to counsel, in all Drug Court proceedings and activities while participating in Drug Court, except in termination proceedings, when and in connection with which the participant will be restored to all due process rights;

4. My right to earn credit time for any time spent in jail or otherwise confined to which I would otherwise be entitled by Indiana law, during my participation in drug court. If I am terminated from drug court and ordered to serve an executed sentence, I will then be given that credit time against that sentence.

5. Extradition to the State of Indiana and Hamilton County if I am arrested. I expressly agree to be responsible for all costs of any such extradition.

The State of Indiana by the undersigned Deputy Prosecuting Attorney, agrees that no communication made by the Defendant in connection with his/her assessment and/or participation will be used against the Defendant in any new criminal proceedings, not to include post-termination disposition hearings in this criminal case.

**I have read and had explained to me the conditions of my participation in Drug Court. I acknowledge and understand the conditions to which I have agreed and the rights which I have waived. I have received a copy of this Agreement and Order.**

Dated: \_\_\_\_\_ Defendant: \_\_\_\_\_

Dep. Prosecuting Atty: \_\_\_\_\_ Defense Atty: \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the Court approves the above Amended Hamilton County Drug Court Participation Agreement.

\_\_\_\_\_  
Judge, Hamilton Superior Court 6