

KALISPELL MUNICIPAL DRUG COURT
CITY OF KALISPELL, STATE OF MONTANA

CITY OF KALISPELL,)	Date: January 31, 2011
Plaintiff)	
)	Docket No.: TK-
vs.)	
)	
XX,)	Judge Heidi Ulbricht
Defendant)	
)	DRUG COURT WAIVER,
)	AGREEMENT AND JUDGMENT

This contract is the Drug Court contract for XX, who is hereinafter referred to as "I". "Team" means the Kalispell Municipal Drug Court ("KMDC") Team, and includes any of the Team's individual members. If admitted to the program by the Court, the defendant agrees to adhere to the obligations stated and waive the rights listed below.

- _____ 1. I understand that I am charged with the offenses
The following sentence will be imposed:
I agree to plead guilty to the charges The City agrees to **defer the imposition of the sentence from the Partner Family Member Assault and Tampering with a Communication Device for one year and successful completion of Drug Court**, commencing from the date of this agreement. (fines/surcharge and fees) **Upon one year and successful completion of Drug Court**, the Court will withdraw defendant's guilty plea, and the **charge will be dismissed and expunged** from Defendant's record, in accordance with § 46-11-1104(3)(d), MCA.
- _____ 2. I understand that after entry into KMDC, statements made by me to any member of the KMDC Team regarding the above offense(s) will not be used against me in any action or proceeding while I am participating in the treatment program.
- _____ 3. I understand that, throughout the term of this contract, the Kalispell Municipal Drug Court Judge will have personal knowledge of whether or not I am complying with this contract. I hereby waive any right that I might have to challenge or recuse the Drug Court Judge based on the Judge's personal knowledge, whether such knowledge was provided by the Team or from law enforcement sources.

- _____ 4. I understand that a Public Defender has been appointed to represent me during my participation in Drug Court. I understand that this representation is limited and, should I be terminated from KMDC, the appointment will end.

Release of Information

- _____ 5. I have provided personal information to the Team to assess whether I am a suitable participant for KMDC. So long as I am a Drug Court Participant, I agree to provide any and all additional personal information that the Team may need to assess whether I am following the terms of this contract.
- _____ 6. I agree to authorize the release of all treatment information to my attorney, the Prosecuting Attorney, and the Court. This information shall not be used by the Prosecuting Attorney for any prosecution, but may be used by the Court to determine my level of participation in the program, to modify my release conditions and/or to decide to terminate me from the program.
- _____ 7. I agree to sign a consent form waiving confidentiality of any medical/treatment records or social service records so that any and all of my providers may provide written and/or oral reports to the Team. Compliance with CFR42-2.

Treatment

- _____ 8. I agree to participate in and complete the KMDC treatment program as required by the judgment of the Court, including development of a personal recovery plan, participation in twelve-step program and/or other Court-approved self-help meetings and acquiring a sponsor, in order to maintain my sobriety and to obtain a law-abiding lifestyle.
- _____ 9. I understand that failure to participate will be noted by my treatment provider who will include this information in the status report to the judge.
- _____ 10. I understand that any additional treatment that is above and beyond what is required by Drug Court will be my responsibility to pay.

Supervision

- _____ 11. I understand that I will be supervised by a Community Compliance/Probation Officer.
- _____ 12. I understand that if I use any mood altering substances, such as drugs or alcohol, I will be required to report that use to my Community Compliance/Probation Officer and any law enforcement contacts within 24 hours.
- _____ 13. I agree to follow all of the terms of my supervised probation, imposed by the Court
- _____ 14. I agree to comply with any reasonable request made by law enforcement or the Community Compliance/Probation Officer. I agree to subject myself, my possessions, and any place or object that I claim a right to or interest in to a search without a warrant, upon a showing of reasonable grounds. Evidence lawfully seized is admissible as evidence in any proceeding whether or not the proceeding is for the offense in connection with which the search was originally made.

Drug Testing

- _____ 15. I agree to subject myself to chemical testing of my blood, hair, breath, saliva, urine or sweat.
- _____ 16. I understand that if I fail to provide a urine sample or a sample of sufficient quantity that it will be considered a stall on my part and it will be treated as if it was positive for drugs or alcohol.
- _____ 17. I understand that any attempt to falsify or dilute a urine test is grounds for immediate termination from the program.
- _____ 18. I understand that a missed test will be considered a test which is positive for drugs or alcohol and will be subject to the same consequences as a test which actually tested positive for drugs or alcohol.
- _____ 19. I agree that, if I have used, I will disclose the use and admit prior to testing. If I deny use and a positive test is confirmed, I agree to pay the additional costs associated with test confirmation.

Participation and Compliance Agreement

- _____ 20. I agree to personally appear on time for all KMDC sessions and all other scheduled appointments and therapy sessions.
- _____ 21. I agree to be honest and forthright in all my statements to the Drug Court Team, including the Drug Court Judge and my Drug Court Community Compliance/Probation Officer.
- _____ 22. I agree to seek and maintain employment or obtain employment counseling; complete high school or obtain a GED as directed by the Court.
- _____ 23. I agree, while participating in KMDC, to inform my employer(s) of my involvement in Drug Court. In doing so, I may be asked to submit a notice to my employer for their signature, which I will provide to the Team. I understand that if the Team feels necessary any member of the Drug Court Team may speak to my employer.
- _____ 24. I agree to keep the Court, Treatment Provider and Community Compliance/Probation Officer informed of my current address and telephone number(s), including any pager or cell phone numbers. I agree to provide notice of any changes to all parties at least 24 hours prior to actual move.
- _____ 25. I agree that I will not use, possess or associate with persons who use or possess any controlled substance or illegal drug such as marijuana, heroin, cocaine, methamphetamine, PCP, LSD or other mood altering substances. I understand that I cannot work as an informant for law enforcement while I am participating in this program. I will not use or possess alcohol or visit any place where the sale of alcohol is the primary source of income (bars).
- _____ 26. I understand that I will not use or possess any other drug without first notifying KMDC for approval, and without a prescription. In addition, I will notify my treatment provider of this prescription. I am responsible for confirming with a pharmacy or medical professional that any prescription medication or over-the-counter medications I may take are non-addictive and do not contain alcohol. I will not eat any foods containing poppy seeds or take over-the-counter medications prohibited by the Court which may result in a false positive urine test. I understand that using mood-altering medications even by prescription could exclude me from participation in the program.
- _____ 27. I understand that if the Drug Court Judge determines that I have committed violations of this contract which justify my arrest, the Judge may order my arrest and detention without a hearing.

_____ 28. I agree to wear my seat belt at all times in all vehicles that I drive or am a passenger in.

Incentives and Sanctions

_____ 29. I understand that, if I diligently perform my obligations under this contract, the Drug Court Judge may approve the following incentives:

- a. Praise and congratulations from the Judge;
- b. Official commendation by the Judge;
- c. Reduction of community service hours;
- d. Reduction of a fine;
- e. Decrease the term of supervised probation;
- f. Reduction in the term of house arrest;
- g. Reduction in a jail term;
- h. Reduction in work release time;
- i. Reduction in county work program time;
- j. Release from intensive supervision;
- k. Decrease in intensity of supervision;
- l. Decrease group sessions;
- m. Advance in treatment phase;
- n. Early release from supervised probation;
- o. Graduation from the Drug Court;
- p. Dismissal of charges;
- q. Sealing of criminal record associated with this offense (if handled as a deferred imposition of sentence).

- _____ 30. I understand that the decision of whether or not to terminate me from Drug Court rests solely with the Judge, guided by input from the treatment team. Upon receiving information from the Team or law enforcement sources that I am not complying with the contract, the Drug Court Judge may impose sanctions. Such sanctions may include the following:
- a. Lecture or reprimand from the Judge;
 - b. Increased Drug Court appearances;
 - c. Community Service;
 - d. Fine;
 - e. Extension of time I am under supervised probation;
 - f. House arrest;
 - g. Jail-based release;
 - h. Work release;
 - i. County work program;
 - j. Intensive supervision by Department of Corrections;
 - k. Charge for positive UA testing and all costs of Medical Review Officer if not admitting to positive test.
 - l. Jail time;
 - m. Increased treatment intensity;
 - n. Increased blood, hair, saliva, breath, or urine testing;
 - o. Revocation of the deferred imposition of sentence term likely resulting in final conviction (if the charge is being through a deferred imposition of sentence);
 - p. Termination from the Drug Court program.

Requirements for Graduation

- _____ 31. I understand that I am responsible for fulfilling all Drug Court Graduation Requirements, unless specific requirements are waived by the Drug Court Team, including that I:
- a. Have at least 6 months current, continuous, sober/clean days, not including inpatient time;
 - b. Have completed all scheduled group and individual treatment sessions;
 - c. Have completed all homework assignments;
 - d. Have completed 90(ninety) 12-step or self-help meetings in 90 (ninety) days and thereafter 4(four) 12-step or self-help meetings per week until graduation.
 - e. Have a 12-step sponsor or other recovery sponsor;
 - f. Remain crime free;
 - g. Have paid all program fees (treatment fees, court costs, supervision fees, etc.);
 - h. Have obtained and demonstrated an ability to maintain employment, or enrolled in and successfully participated in an academic or vocational training program approved by the Drug Court Team;
 - i. Have obtained a stable living arrangement as determined by the Drug Court Team.

Termination

- _____ 32. I understand that any violation of my contract, including but not limited to positive drug tests, missing treatment, violation of release conditions, commission of a new crime, may result in modification of the treatment program and/or release conditions, revocations of my release, incarceration and/or termination from the program.
- _____ 33. I understand that if I fail to report to my case manager, community compliance probation officer, treatment provider and/or Drug Court as scheduled I may be recommended for termination from the program. If I cannot be located, a termination hearing may be held in my absence. Any breach of this agreement may result in a bench warrant for my arrest.
- _____ 34. I understand that, with a deferred prosecution, upon termination, the prosecuting attorney may reinstate prosecution on the original charges. I understand that, with a deferred imposition of sentence, upon termination, the prosecuting attorney shall reinstate prosecution on the original charge(s) through a revocation and sentencing hearing.

Terms of Contract

- _____ 35. I understand that this contract is the only contract I have with the Drug Court. There are no other deals, bargains, promises, or understandings, whether written or otherwise, which change or alter this agreement.
- _____ 36. I understand that the term of this contract is a minimum of twelve (12) months. Unless the Drug Court Judge orders an extension of the contract, the contract will expire upon completion or termination.
- _____ 37. So long as I am a Drug Court Participant, I understand that I must pay a participant fee of \$500.00. The \$500.00 fee CANNOT be satisfied with community service. Should I be terminated from the program for any reason, I understand that the participation fee will not be refunded.

STATEMENT AND ACKNOWLEDGEMENT OF XX

I, XX, have read this entire contract, and I have read and initialed each paragraph of this contract. I have had adequate time to fully discuss this contract with my attorney. I understand the terms of this contract and what is expected from me. I freely and voluntarily agree to abide by the entire contract's terms and conditions and I understand the consequences of my failure to do so.

DATED this _____ day of _____, 2010.

XX

STATEMENT OF ACKNOWLEDGEMENT OF ATTORNEY

I, JESSICA POLAN, Drug Court attorney for XX, have fully advised him / her regarding all of the terms and conditions of this contract. I believe XX understands the contract. I further believe that he / she is entering into this contract out of his / her own free will, and that no improper promises, threats, or other improper inducements have been made by the Team or by law enforcement officers to cause him / her to enter into this contract.

DATED this _____ day of _____, 2010.

Jessica Polan
Attorney for XX

Rich Hickel
Attorney for the City of Kalispell
Kalispell Municipal Drug Court

STATEMENT OF APPROVAL

I, JUDGE ULBRICHT, Drug Court Judge, have advised the participant of all of the terms and conditions of this contract. I believe the participant fully understands his / her duties and responsibilities as set forth in the contract. I hereby approve this contract this _____ day of _____, 2010.

Honorable Heidi Ulbricht
Kalispell Municipal Drug Court Judge

cc: City Attorney
Community Supervision/Probation