

WELLNESS COURT CONTRACT



I, _____, with a birth date of _____, and an address of _____, have entered a guilty plea in Case No. _____, to the crime of _____.

I understand that by entering into this Wellness Court Contract, I am bound by the following terms:

1. I will successfully participate in alcohol and/or other drug treatment as directed by the Wellness Court, including my treatment/case plan. Depending on my income and insurance, I understand that I may have to pay for some or all of the cost of my treatment.
2. I agree to be supervised by the Wellness Court Liaison/Probation Officer or other persons designated by the Wellness Court.
3. I will obey all laws and be of good conduct.
4. I understand I will be required to pay a fee of **\$10 per month** if paying supervision fees, **\$20 per month** if not paying supervision to participate in this program.
5. I will attend all treatment meetings, court dates and other scheduled appointments and I will be on time.
6. I will submit to random chemical testing. I agree that the court may generally rely on a presumptive chemical test result. I may request a further confirming test but if those results are positive, I will not only pay for the cost of the test but will be sanctioned and my program may be terminated based on my failure to be candid with the court about my chemical use. I understand that if I delay or refuse testing, it will be considered “dirty” and I will be sanctioned. I understand that I may also be tested in my home. I understand that altering or trying in any way to change my body fluids to hide drug or alcohol use may be grounds sanctions or termination from drug court.
7. I agree to sign consents for disclosure of confidential information regarding all of my treatment programming and pertinent medical records to the Wellness Court.
8. I agree to tell any law enforcement officer who contacts me that I am in Wellness Court. I will immediately notify my supervising agent of any/all contact I have with law enforcement. I understand that I cannot work as a confidential informant with any law enforcement agency while I am in Wellness Court.
9. I agree to keep the Wellness Court informed of my current residence, employment/school status, address and telephone number(s), including any cell phone number, and to report any changes within 24 hours. I understand that where I live is subject to the approval of the Wellness Court. I must provide safe access to my current residence. Safe access shall be defined by probation, law enforcement and/or the Wellness Court Team. I will not leave Minnesota without getting prior approval from the Wellness Court.
10. **Felony level participants:** I understand that I cannot have any firearms or weapons while I am in Wellness Court. I cannot live at a residence where firearms or weapons are kept. I understand that failure to notify the Wellness Court about firearms or weapons in my home may result in sanctions or termination from the program. **All other participants, including Gross Misdemeanor level:** I understand that I cannot have any firearms or weapons in my residence while I am in Wellness Court. I cannot live at a residence where firearms or weapons are kept. I understand that failure to notify the Wellness Court about firearms or weapons in my home may result in sanctions or termination from the program. I may have firearms and other weapons used for hunting, sporting, or recreation so long as they are not in my residence, and I may use them for any legal purpose.
11. I understand that I am responsible for what goes into my body, including food, drinks or medication that may contain alcohol or other addictive drugs. I will not use, possess or associate with persons who use or possess any controlled substance, illegal drug or alcohol. I will tell all of my treating physicians that I am a recovering addict, and that I may not take narcotic or addictive medications. If a treating physician wants to

prescribe narcotic or addictive medications to me, I must tell my supervising agent and get specific permission from the Wellness Court to take the medication. I will notify my supervising agent within 24 hours of receiving a doctor's prescription for medication. Before taking over-the-counter or prescribed medication, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive and contains no alcohol.

12. I will subject myself to any search of my person, vehicle, and premises to enforce this contract when asked by the Wellness Court supervising agent/police officer.
13. I understand that I cannot enter into any bars, taverns or other establishments where the primary profit of the business is from the sale of alcohol.
14. I understand that during the early phases of treatment and recovery, I may not be able to work. I also understand that during the course of the Wellness Court program, I will be required to get a job, further my education or perform community service work as approved by the Wellness Court. I understand that failure to do so may result in sanctions or termination from the program.
15. For the purposes of Wellness Court review hearings, I agree to give up my right to have my attorney present. I also understand that I may have to attend court at an alternate site a few times per year.
16. I understand that one sanction that may be imposed by the Wellness Court is to be taken into custody. I understand that by signing this contract, I am waiving my right to a probation violation hearing and all the rights associated with that hearing, including my right to appear before a judge, my right to confront witnesses against me, my right to subpoena witnesses on my own behalf, and my right to testify or remain silent. I am waiving these rights for probation violations when I am taken into custody as a sanction for misconduct while in the program. I understand that when I am taken into custody for violation of the conditions of Wellness Court, this will not be considered a probation violation.
17. I understand that failure to fully participate, failure to appear, positive chemical tests and other program failures or breach of this contract will result in sanctions being imposed against me, issuance of a bench warrant/apprehension order and/or termination.
18. I understand that if I enter this program and fail to finish it, I may not be allowed to enter the program again in the future.
19. I understand that my failure to successfully complete and graduate from the Wellness Court will result in a violation of conditions of probation and I will be subject to District Court proceedings.
20. I understand that in any future district court proceedings on the above referenced case, I may have the right to have my case heard in front of my sentencing judge. In consideration of being admitted to Wellness Court, I waive (give up) any rights under the law for my sentencing judge to hear any future court matters on my case and agree that my case will be assigned for all purposes, including, but not limited to, probation violation hearings and all Wellness Court proceedings, to the sitting Wellness Court Judge or Judges. I understand the Wellness Court Judge is the District Court Judge who is regularly presiding over Wellness Court, who may or may not be my sentencing judge in the above case. If my sentencing judge is the presiding Wellness Court Judge, then I understand my case will not need to be re-assigned unless the Wellness Court Judge is changed at some point in time.
21. I will to the best of my ability, take advantage of the opportunities offered to me in this program and complete this contract within _____ months of starting.
22. Other specific conditions:

I have read the above contract. I understand what I have read. I have consulted with an attorney and fully understand my legal rights. I am willing to enter into this agreement with the Cass County/Leech Lake Band of Ojibwe Wellness Court.

Participant's Signature

Date

Wellness Ct Prob. Officer

Date

Tribal Wellness Court Judge

Date

District Wellness Court Judge

Date