

STATE OF WISCONSIN,

Plaintiff,

**DRUG COURT TREATMENT
DIVERSION CONTRACT**

vs

Case No: Court case number

Defendant's Name

Defendant

I, Defendant's name, have carefully read this contract and agree to its terms.

I understand this contract has the following terms and conditions:

1. That the length of the contract is a minimum of nine (9) months and I agree that I will remain in the program until I successfully complete the program or I am terminated from the program;
2. That I will plead guilty to .
3. That if I successfully complete this contract, my charges will be disposed as follows:
agreed disposition;
4. That if I do not successfully complete the contract, the charges to which I have pled will be adjudicated and I will be sentenced on those charges within the range of penalties prescribed by law;
5. That the following violations may result in revocation of my bail for 1 to 2 days for each violation:
 - a. A positive UA or BA;
 - b. Possession or use of alcohol, synthetic marijuana such as Spice, Space or K2, or controlled substances without a prescription;
 - c. Tardiness or failure to appear for court, a UA or BA, a case management meeting, a check-in or treatment appointment;
 - d. Refusal to take a chemical test;
 - e. Being charged with a new criminal offense or failing to report a new arrest to my case manager;
 - f. Failing to report to case management any prescribed medication that I am taking;
 - g. Failing to report any change of address to the Court and case management;
 - h. Possession of weapons;
 - i. Failure to maintain full time employment, education or combination thereof, if I am not disabled;
 - j. Not being honest about my drug or alcohol use;

- k. Engaging in any threatening or assaultive behavior towards staff or other participants;
 - l. Violating any other requirement expressly imposed by the Court or case management;
6. That revocation of my bail as a sanction will be imposed forthwith unless I present a compelling reason for delay and that such revocation of bail is without Huber privileges;
 7. That falsifying or attempting to falsify a drug or alcohol test will be grounds for termination;
 8. That I waive the right to confidentiality of my treatment records obtained in connection with the Drug Court program and agree to communication of same to and between my treatment providers, the Court, the District Attorney's Office, my defense attorney, and my probation agent, if any;
 9. That information relevant to my progress and participation in treatment may be discussed in open court and that statements I make in court or to treatment providers are for treatment and not for any other purpose including use in any other criminal proceeding or investigation in which I am either a potential witness or suspect, and that in all other respects my treatment records will be kept confidential;
 10. That if I am terminated from Drug Court, such records or statements may, however, be used at sentencing on this case if I put the circumstances of my termination at issue at sentencing;
 11. That I may rescind my waiver of confidentiality at any time and that if I do so before successful completion of this contract, I will be terminated from Drug Court;
 12. That after completion of this contract, successfully or unsuccessfully, the Court will seal the above treatment reports;
 13. That the waiver of confidentiality of my treatment records is limited to the length of this contract;
 14. That I waive the right to a due process hearing, confrontation and cross-examination of witnesses, use of subpoenas, and appeal with respect to a determination by the Court of a program or contract violation;
 15. That I waive the right to dispute the findings of any laboratory reports submitted to the Court;

16. That repeated contract violations may result in a jail sanction as described above, extension of my contract, termination from the program, or such other sanctions as the Court deems appropriate;
17. That I may be required to attend community support groups such as AA or NA;
18. That to graduate from the program, I must remain drug and alcohol free for a minimum of three months prior to graduation.
19. That I must pay all required fees before I am eligible to graduate, and if I am terminated from the program any unpaid fees I owe will be added to the court costs assessed against me in my criminal case.

I have read, and knowingly, intelligently and voluntarily agree, to the above terms and conditions:

Dated this _____ day of month, year.

Dated this _____ day of month, year.

 Defendant's Name, Defendant

 DA/ADA Name, Assistant District

Dated this _____ day of month, year.

Attorney

 Defense Attorney

State Bar No: State Bar Number

State Bar No: State Bar Number

