

<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF SAN DIEGO</b> <input type="checkbox"/> CENTRAL DIVISION, CENTRAL COURTHOUSE, 1100 UNION ST., SAN DIEGO, CA 92101 <input type="checkbox"/> EAST COUNTY DIVISION, 250 E. MAIN ST., EL CAJON, CA 92020 <input type="checkbox"/> NORTH COUNTY DIVISION, 325 S. MELROSE DR., VISTA, CA 92081 <input type="checkbox"/> SOUTH COUNTY DIVISION, 500 3RD AVE., CHULA VISTA, CA 91910	<i>FOR COURT USE ONLY</i>
PEOPLE OF THE STATE OF CALIFORNIA	
DEFENDANT	
<b>ADULT DRUG COURT PARTICIPANT CONTRACT</b>	CASE NUMBER

Plea Agreement: \_\_\_\_\_

\_\_\_\_\_

Term of Probation: \_\_\_\_\_

Restitution (if applicable): \_\_\_\_\_

Upon successful completion of the San Diego Superior Court Adult Drug Court Program, the following charges will be dismissed pursuant to Penal Code section 1203.4, if eligible: \_\_\_\_\_

\_\_\_\_\_

There is no current agreement to dismiss the following charges: \_\_\_\_\_

\_\_\_\_\_

I understand that the validity of this contract is conditioned upon my eligibility for the San Diego Superior Court Adult Drug Court Program (Program). If at any time after the execution of this agreement and in any phase of the Program, it is discovered that I am, in fact, ineligible to participate in the Program or have violated the terms of this contract, I may be immediately terminated from the Program and face a violation of supervision. \_\_\_\_\_

**TIME COMMITMENT**

1. I understand that completion of the Program is based on successful achievement of treatment milestones through the duration of the relevant term of probation outlined above, to include a minimum of 12 months of substance use treatment and completion of each of the four phases of the Program, including Recovery Services. \_\_\_\_\_
2. I understand that during the entire course of the Program, I will be required to attend court sessions, treatment sessions, submit to random drug testing, and remain sober and law-abiding. I agree to abide by all directives imposed by the court, treatment provider, probation officer, supervising law enforcement partners, and Drug Court Program Team (Team). I understand that if I do not abide by these directives, I may be sanctioned or terminated from the Program. \_\_\_\_\_

**COURT APPEARANCES**

3. I will come to court as frequently as ordered. The Program involves a phased approach, that may require court attendance weekly, bi-weekly, or monthly. \_\_\_\_\_
4. I understand I must arrive to court on time and that I must remain until the last case is heard or until excused. \_\_\_\_\_
5. I will respect the court and the people in it. I will always dress and behave appropriately. \_\_\_\_\_
6. I agree not to schedule work, appointments, or other obligations which conflict with my court appearances. \_\_\_\_\_
7. I understand that for the purposes of regular review hearings, the Primary Public Defender's Office will represent me. However, I may have another attorney appear for me if I so choose. \_\_\_\_\_

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**CASE MANAGEMENT**

- 8. I understand  Second Chance  TurnBHS is responsible for my case management and testing. \_\_\_\_\_
- 9. I understand I will be assigned a case manager/counselor and that I am required to have regular and frequent contact with this person. \_\_\_\_\_
- 10. I understand the case manager/counselor duties include assisting me in successfully completing my treatment program, obtaining housing, employment, education, counseling, and other services. I agree to communicate problems or concerns I may be experiencing so that the case manager/counselor and the Team can work with me to solve and overcome them. \_\_\_\_\_
- 11. I understand I have the right to submit grievances, and that I will be given a full and fair hearing in this regard, as outlined in the Substance Use Disorder Provider Operations Handbook (SUDPOH). \_\_\_\_\_
- 12. I understand the Program model supports use of medication-assisted treatment (MAT). If I opt for use of MAT, I must:
  - o Immediately notify my treatment provider and probation officer.
  - o Sign appropriate releases of information for coordination of care between providers.
  - o Maintain all MAT in appropriate locked storage.
  - o Take all MAT as directed by the prescribing provider.

**TESTING**

- 13. I agree to be drug/alcohol tested at any time by a police officer, probation officer, treatment provider, or at the request of the court by any agency designated by the court according to procedures established by the Team and/or treatment provider or case manager/counselor. I understand that I will be given a location and time to report for my test, and that it is my responsibility to report to the assigned location at the time given. \_\_\_\_\_
- 14. I understand that after completion of any residential program, I will be assigned a testing phase, and it is my responsibility to call the testing hotline daily to determine if my phase is due to test. During such time as I may be in a residential program, I will be tested by that program and/or the provider. \_\_\_\_\_
- 15. I understand missed or diluted tests will be considered "positive" tests and I will face sanctions and/or treatment modifications as deemed appropriate by the Team, including the loss of clean time. \_\_\_\_\_
- 16. I will submit my own urine/saliva. I will not adulterate, dilute, or alter it in any way. I will not try to "beat the test" nor assist others in doing so. I understand true recovery must be based on honesty and that trying to commit fraud may be grounds for termination from the Program. \_\_\_\_\_
- 17. I understand that I am responsible for everything I put into my body, and the possible effects it has on drug test results. I further understand that if I take over-the-counter (OTC) medications, prescriptions, supplements, or consume anything given to me without knowledge of its contents, I face the consequences if test results are positive. I will take medications as prescribed. \_\_\_\_\_
- 18. I agree that I must also inform treatment staff of any OTC medications, prescriptions, and supplements **before** taking them. I will inform all treating physicians that I am a recovering addict, and may not take narcotic or addictive medications or drugs unless deemed medically necessary by a treating physician. Except in the case of medical emergency, if a treating physician wishes to treat me with narcotic or addictive medications or drugs, I will disclose this to my treatment provider and get specific permission from the Team before taking such medication/refills. \_\_\_\_\_
- 19. I understand that test results are presumed to be accurate, and positive tests result in immediate consequences. I understand the risk of being dishonest about the use of drugs. \_\_\_\_\_

**TREATMENT**

- 20. I understand the Program will attempt to place me in a treatment program best suited to my assessed needs and subject to availability. I understand that I will be bound by the rules and regulations of the residential treatment program and/or the sober living facility in addition to the rules of the Program. I understand that I must abide by all directives of my treatment provider, participate as expected, and learn everything I can from my program. I understand it is my duty to succeed in treatment, and that "program-shopping" is not allowed. If I leave my assigned provider or am discharged for non-compliance, I will face severe sanctions, including time in custody. If I have problems or concerns, I agree to contact my case manager/counselor, public defender, or the Team at the earliest opportunity, to discuss and try to remedy the situation. \_\_\_\_\_

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- 21. I understand that during Recovery Services, I will continue to participate in groups as directed by case management/ counseling staff. \_\_\_\_\_
- 22. I understand that my individual course of treatment may include residential treatment, education, and/or self-improvement courses such as anger management, parenting or relationship counseling, and job readiness training. \_\_\_\_\_
- 23. I understand that during the early phases of treatment and recovery, I will be restricted from working or from gaining employment. I further understand that upon being directed by the Team, I will seek employment, job training, and/or further education as approved by the Team, and that failure to do so may result in sanctions or termination. \_\_\_\_\_
- 24. I understand the Team may utilize a variety of tools to respond to my needs and progress throughout the Program. These tools may include incentives, sanctions such as community service, assignments, increased supervision and monitoring, time in custody, and/or therapeutic adjustments as deemed appropriate by the Team. \_\_\_\_\_

**SELF-HELP PROGRAM**

- 25. I will be expected to attend a minimum number of self-help meetings per week in a self-help program approved by the treatment staff (examples include, but not limited to, AA, NA, Smart Recovery). I understand that even if I “double or triple up” on daily meetings, no more than one per day will count toward the requirement. \_\_\_\_\_
- 26. I will obtain a sponsor/mentor from my chosen self-help program who has substantial clean time, is accessible, and will diligently guide me in working the steps. \_\_\_\_\_

**PHASES**

- 27. I understand that I will become eligible to phase up every 12 weeks in Phases 1 through 4 (16 weeks for Phase 1 with Residential). I understand that in order to do so, I must be in good standing, current on program requirements, sanction-free at the time of phase up, and have the following minimum number of days of sobriety:
  - Phase 1: 30.
  - Phase 2: 45.
  - Phase 3: 60.
  - Phase 4 (Recovery Services): 60.
- 28. I agree that once I have completed Phase 3, I will continue in Recovery Services for up to one year. I understand that I can only successfully complete the Program after fulfilling the requirements, and that in order to do so, I must remain substance-free (minimum of 60 days continuous sobriety); test as directed; make all ordered payments toward victim restitution, fines, fees and/or costs; attend group and individual counseling sessions as directed; and be in good standing. \_\_\_\_\_
- 29. I understand additional prerequisites to Recovery Services include:
  - Completion of a personal relapse prevention plan.
  - Completion and timely submission of the Aftercare Review Board packet.
  - Interview by the Team.
  - Demonstrated progress in a self-help program approved by the Team with the assistance of my sponsor/mentor.
  - Maintain employment, schooling, or a combination thereof.
  - Pay rent on time consistently (if applicable).
  - No pending criminal charges.
  - No fees or community service hours owing.

- 30. I understand that if I relapse, slip, falter, or fail in treatment, my treatment plan may be adjusted to monitor my progress. \_\_\_\_\_

**GRADUATION/COMPLETION**

- 31. I understand that completing Recovery Services makes me eligible to participate in a graduation ceremony. This ceremony will occur as close as possible to completion of Recovery Services. \_\_\_\_\_
- 32. I understand that the graduation ceremony is for my benefit and recognizes my progress in treatment and recovery. I may invite family members and friends. I understand that I am required to attend the graduation ceremonies of my peers as a demonstration of support. \_\_\_\_\_
- 33. I understand that my failure to successfully complete and graduate from the Program will result in a violation of supervision and termination from the Program. \_\_\_\_\_

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- 34. I understand that if I do not successfully complete the Program and am terminated, I will be sentenced to either a custodial sanction for the violation or a prison commitment for the underlying offense, depending on the classification of my case. I may be sentenced to custody for the term indicated on the change of plea form. \_\_\_\_\_
- 35. I understand that successful completion of the Program may result in a recommendation for early termination of probation. \_\_\_\_\_

**MISCELLANEOUS RULES**

- 36. As a condition of participation in the Program, I agree to the search of my person, property, place of residence, vehicle, or personal effects (including electronic devices) at any time with or without warrant, and with or without reasonable cause, when required by a probation officer, or other law enforcement officer. \_\_\_\_\_
- 37. I agree to execute the Authorization for Release and Exchange of Confidential Health Information (HIPAA) – Collaborative Court Programs (Confidential) (SDSC Form #CRM-254). I understand that any information obtained from this release will not be accessible to the general public in accordance with court procedure. \_\_\_\_\_
- 38. I will not knowingly possess drugs, other mind-altering substances, alcohol, or drug or alcohol paraphernalia. I will not associate with people who I know use or possess drugs, nor will I knowingly be present where drugs or alcohol are being used by others. \_\_\_\_\_
- 39. I understand that I may not knowingly possess any weapons while I am participating in the Program. I will dispose of all weapons in my possession and disclose the presence of any weapons possessed by anyone else in my household. Failure to dispose and/or disclose may result in termination and possible prosecution for illegal possession of any weapon. \_\_\_\_\_
- 40. If I bring small children to court, I will also have someone with me who can care for them if necessary. \_\_\_\_\_
- 41. I agree to inform any law enforcement officer who contacts me that I am a treatment court participant. \_\_\_\_\_
- 42. I understand that I may not work as a confidential informant with any law enforcement agency while I am a participant, nor may I be required to or encouraged to work as a confidential informant as a condition of my full participation in the Program. \_\_\_\_\_
- 43. I will immediately report all law enforcement contact to my case manager, and to my probation officer and/or law enforcement Team members. \_\_\_\_\_
- 44. I will keep the Team and case manager advised of my current phone number, employment, and other contact information at all times. I understand that my place of residence and any subsequent change of address is subject to approval (prior to moving). \_\_\_\_\_
- 45. If I wish to leave San Diego County or change my residence for any reason, I will obtain my treatment provider's approval in writing, advise my case manager, request a travel pass from Probation, and then seek approval of the Team at least two weeks in advance. \_\_\_\_\_
- 46. I understand that participation in the Program is a privilege, not a right, and that it is an opportunity to obtain information, skills, services, and associations to help me change my life and fulfill my potential. I promise to give the Program my honest and best effort. \_\_\_\_\_
- 47. I will not engage in any romantic or physical relationships with staff, sponsors, mentors, or any other Program participants. \_\_\_\_\_

I have read, understood, and initialed each item above and any attached addendum, and everything on the form and any attached addendum is true and correct.

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Participant

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**DUTIES AND RESPONSIBILITIES OF THE TEAM**

In consideration of the promises made by the above-referenced participant, the Team (by and through its individual members) does agree to:

1. Closely monitor the participant's progress and sobriety in order to provide structure and incentives to remain drug, alcohol, and crime free.
2. Assess, evaluate, and guide the participant into and through appropriate treatment for substance abuse, mental health, education, and rehabilitation.
3. Encourage and facilitate understanding of the disease of addiction, and competency in the skills and tenets of a strong and life-long recovery program.
4. Coordinate and provide services which will assist the participant in meeting needs, obtaining guidance, and fulfilling his or her potential.
5. Consider each case on individual merits and circumstances, while remaining consistent within guidelines.
6. Hold all participants accountable for their own behavior, and to respond in a therapeutically appropriate manner.
7. Treat participants with due dignity and respect, and to listen with an open mind.
8. Keep Team members current and trained in all facets of maintaining the highest caliber and most enduringly successful Program.
9. Be supporters and demand accountability, but never be enablers.
10. Help form bonds that encourage participants to return to the Program (after completion) to mentor new participants and demonstrate what can be accomplished by honestly working the Program.

Date: \_\_\_\_\_

\_\_\_\_\_  
Judge of the Superior Court

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Deputy District Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Deputy City Attorney

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Deputy Public Defender

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Case / Program Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Probation Officer

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature of Interpreter