

## Davis County Drug Court Agreement

State of Utah v. \_\_\_\_\_

Case No. \_\_\_\_\_

1. I understand that I plead guilty to the following offense(s) in Davis County or \_\_\_\_\_ County:
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2. I hereby agree to waive my right to trial. I understand that my plea to said charge(s) will be held in abeyance by the Court pending successful completion of my treatment program and other conditions imposed by the Drug Court. I understand that if I fail to complete the treatment program or other conditions imposed by the Drug Court, my plea will be accepted by the Court and I will be subject to sentencing. I also agree to waive any statutory time periods of issues which may occur because of my participation in the Drug Court Program.

3. I understand and agree that the Court has the discretion to terminate me from the Drug Court program if I am convicted of a new crime or my failure to successfully complete Drug Court.

4. I further understand that if I successfully complete the Drug Court Program as ordered by the Court, that the Court will dismiss or reduce the above criminal charge(s) pending against me in the Second District Court.

5. I understand that upon the dismissal of the above criminal charge(s) by the Court that the County Attorney may not prosecute those charges in the future and that I may be in a position to file a motion to have the record of my initial arrest expunged by the Court.

6. I agree to satisfactorily complete a diagnostic evaluation for my drug treatment program as ordered by the Court and I hereby authorize the release of all treatment information by the provider to this Court, the Davis County Attorney, the Davis County Public Defender and Drug Court personnel, including any urinalysis test results or other drug testing method with the understanding that such information shall not be utilized by the County Attorney for any prosecution of criminal charges against me. I further understand and agree, however, that such information may be considered by the Court in determining whether I should remain in the Drug Court Program or be subjected to sanctions by the Court.

7. I agree to complete the treatment program to the satisfaction of the Court.

8. I understand and agree that the Drug Court Program is projected to be completed within a 15-month period; however, I further understand and agree that the Court may extend the program for an additional 21 months to allow me to successfully complete my requirements.

9. I understand and agree that any failure on my part to successfully complete the treatment program as ordered by the Court, such as missing treatment appointments, or any failure on my part to abide by the terms of this agreement, requirements of Drug Court, or orders of the Court, may result in a hearing before the Court which can result in a modification of my treatment program or Court imposed sanctions, including jail time and/or expulsion from Drug Court. Further, I understand and agree that if the treatment provider makes the subjective determination that I am not sufficiently engaging in treatment, that I may be terminated from the drug court program.

10. I understand that drug testing is an integral part of the Drug Court program. If I fail to test on a scheduled date, fail to produce a test sample or test positive for any drug I may be sanctioned by the Court. Furthermore, I understand that the Court uses a SYVA machine for drug testing and an ETG testing procedure for alcohol. Due to the nature of those testing procedures and the program itself, I agree and understand that any positive test on those machines or methods will be conclusive for the purposes of Drug Court and no retesting or appeal will be considered.

11. I agree to keep the treatment provider and the Court advised of my current address and telephone number at all times during the treatment program and during my supervision by the Court. I also agree to keep the treatment provider and the Court advised of the name, address and phone number of my current employer at all times during the treatment program and during my supervision.

12. I agree to report any contact I have with a law enforcement agency to the law enforcement officer designated by the Drug Court within 24 hours of such contact.

13. I understand and agree that if I drop out of the treatment program that the fee set by the Court is still due and owing and funds previously paid by me are not refundable. I further understand that I will be required to pay for periodic drug tests. I have been advised that the current fee is fifteen (\$15.00) dollars per test, but that may be subject to change.

14. I understand that the Drug Court is based on an inter-disciplinary sharing of information concerning my drug use. The Public Defender may be required to disclose attorney/client privileged communication. In order to participate in Drug Court, I waive the attorney/client privilege. I also understand the Public Defender has an ethical obligation to zealously advocate my interests. Drug Court participation may violate this duty of zealous advocacy. Therefore, I waive the requirement of zealous advocacy. I understand that once in the Drug Court program the public defender will represent me; however, I may request the presence of a private attorney at any time. If I fail to make such request, I understand that I am consenting to the representation of the Public Defender.

15. I agree to be subject to search and seizure of my person, body fluids, living quarters and vehicle at the request of Drug Court personnel, without the necessity of showing any cause whatever.

16. I agree that while under the supervision of Drug Court to further adhere to the following conditions:

- a) To not have in my possession or under my control alcoholic beverages or frequent places where alcohol is being consumed.
- b) To notify any medical or dental treatment provider of my participation in the Drug Court Program and to obtain a Drug Court letter of authorization **prior** to receiving any medication, unless in an emergency situation.
- c) To notify treatment and Drug Court Law Enforcement personnel prior to filling any prescriptions.
- d) To obtain and maintain verifiable employment or be involved with educational enhancement unless waived by Drug Court personnel.
- e) To not possess or have under my control, at my residence, or in my vehicle any firearm during the term of Drug Court supervision.
- f) To obtain permission for any extended or out of State travel prior to said travel.
- g) To not date, cohabit or otherwise fraternize with other Drug Court participants. Married couples or those cohabitating prior to entry may be granted the right to continue their relationship; however significant problems may require review of that status.

17. I understand and agree to pay any and all fees associated with the Drug Court Program including \$250.00 Drug Court fee, drug testing fees and any fines and restitution that are due and owing, including those previously ordered by the Court. I further understand and agree that failure on my part to pay these fees could result in untimely graduation from the Drug Court Program.

18. The defendant and State agree that upon request of either party, the defendant will participate in an EyeDetect exam to monitor compliance with the terms of this agreement. The results of such exam will not be dispositive, but will be one of the factors the State, defendant and court can consider in addressing any potential sanctions.

### **Consent for Disclosure of Treatment Information**

**I hereby consent to communication between my treatment provider and the Court, the Davis County Attorney, the Davis County Public Defender, the Davis County Sheriff's Office personnel representing the Work Center and Drug Court personnel.**

**The purpose of and need for this disclosure is to inform the Court and other named parties of my eligibility and/or acceptability for substance abuse treatment services and my treatment attendance, prognosis, compliance and progress in accordance with the Drug Court monitoring criteria.**

**Disclosure of this confidential information may be made only as necessary for and pertinent to hearings and/or reports concerning my participation in the Drug Court.**

**I understand that this consent will remain in effect and cannot be revoked by me until there has been a formal and effective termination of my involvement with the Drug Court for the**

**case named above, such as the discontinuation of all court supervision upon my successful completion of the Drug Court requirements or upon sentencing for violating the terms of my Drug Court involvement.**

**I understand that any disclosure made is bound by Part 2 of Title 42 of the Code of Federal Regulations, which governs the confidentiality of substance abuse patient records, and the recipients of this information may redisclose it only in connection with their official duties.**

I have read the above statements of the rights that I will waive and the conditions by which I will abide and to which I am entitled if I am accepted into the Drug Court Program. I understand what I have read and do hereby knowingly give up these rights and enter into this agreement with the Court in support of my petition for admission to the Davis County Drug Court Program.

\_\_\_\_\_  
Defendant's Signature Date

\_\_\_\_\_  
Attorney for Defendant Date