IN THE SUPERIOR COURT OF NEWTON COUNTY

STATE OF GEORGIA

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| STATE OF GEORGIA | \* | Case No. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
|  | \* |  |
|  | \* |  \_\_\_\_\_\_\_\_\_\_\_\_ Term, \_\_\_\_\_\_\_\_\_\_ |
| vs. | \* |  |
|  | \* | Charge(s):  |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, | \* |  |
| Defendant | \* |  |

**NEWTON COUNTY ADULT FELONY DRUG COURT PROGRAM CONTRACT**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, request to enter the Newton County Adult Felony Drug Court and enter into a binding agreement with the State of Georgia.

I understand that the State of Georgia agrees to dismiss or offer a reduced sentence to the above-stated charges provided I comply with and agree to the following terms and conditions:

1. \_\_\_\_\_\_\_ I will not use or possess any drugs (legal or illegal) or drug paraphernalia. I will submit any prescription for drugs to the Felony Drug Court Treatment Provider for verification and approval. I will not use over-the-counter, non-prescription medications without the permission of the Drug Court Treatment Provider.

2. \_\_\_\_\_\_\_ I will not use alcohol in any form.

3. \_\_\_\_\_\_\_ I will participate in and complete inpatient/outpatient substance abuse treatment and counseling.

4. \_\_\_\_\_\_\_ I will sign any releases/waivers that may be necessary for the Felony Drug Court Treatment Provider/Team to discuss my treatment and progress through drug court.

5. \_\_\_\_\_\_\_ I understand that the Drug Court Program will last 18-24 months or longer if all requirements of the program have not been met.

6. \_\_\_\_\_\_\_ I will pay $200.00 per month for each month that I am a participant in the Newton County Felony Adult Drug Court Program.

7. \_\_\_\_\_\_\_ I will give breath, blood, urine, hair, and/or sweat samples for drug testing, as required. I understand that I will be responsible for lab confirmation fees in the event that I contest the validity of a drug test administered by a Felony Drug Court official, and the test result is confirmed as positive.

8. \_\_\_\_\_\_\_ I will attend the court-ordered number of support groups per week and submit proof of attendance as required.

9. \_\_\_\_\_\_\_ I will not violate the law. However, if I do violate the law, or if I have any contact with a law Enforcement officer, I will immediately report it to the Felony Drug Court Staff and my Probation Officer (if applicable). I understand such violations may result in termination from the Drug Court program.

10. \_\_\_\_\_\_\_ I will not possess or attempt to possess a firearm or knife exceeding three inches (3”) in blade length while in the Drug Court program. I understand that I am not to bring any weapons of any kind to Drug Court reviews, probation appointments, counseling sessions, and meetings.

11. \_\_\_\_\_\_\_ While in the program, I will be gainfully employed full-time or enrolled full-time in high school or some form of post-secondary education, unless the Drug Court Judge approves otherwise.

12. \_\_\_\_\_\_\_ I will obey all instructions of the Drug Court Judge, Staff, Treatment Provider, and Law Enforcement officer. I will also obey all instructions and reporting requirements of the Probation Office (if I am also on probation).

13. \_\_\_\_\_\_\_ I will provide the Felony Drug Court Staff and my Probation Officer (if applicable) my current contact information (i.e., address, home/cell telephone numbers, and work telephone number) and schedule. I will immediately notify the Felony Drug Court Staff and my Probation Officer (if applicable) of any change in my contact information and/or schedule.

14. \_\_\_\_\_\_\_ I will not leave the State of Georgia (for any reason) without first filing a written leave request and obtaining permission from the Drug Court Team and Probation Office (if applicable).

15. \_\_\_\_\_\_\_ I will be responsible for my own transportation and will appear for all Drug Court reviews, counseling sessions/meetings, and probation appointments (if applicable) as required.

16. \_\_\_\_\_\_\_ I understand that a pick-up order/drug court hold (and/or arrest/bench warrant) may be issued for my detention and arrest if I fail to appear for a required Drug Court review, probation appointment, counseling session, meeting, or any other program violation.

17. \_\_\_\_\_\_\_ I will support any legal dependents that I may have to the best of my ability.

18. \_\_\_\_\_\_\_ I will allow approved Felony Drug Court Staff/Law Enforcement officer to call my employer and/or visit me at my home and/or place of employment for purposes of monitoring program compliance. I understand that said calls/visits will be unannounced and will occur at the discretion of Felony Drug Court Staff/Law Enforcement officer.

19. \_\_\_\_\_\_\_ I will submit to a search of my person, residence, papers, vehicle, and/or effects at any time of day or night without a search warrant, whenever requested to do so by a probation officer, law Enforcement officer, or Drug Court Staff/Treatment Provider without there having to be probable cause to conduct the search, and without there being a warrant. I specifically consent to the use of anything seized as evidence in any hearing or disciplinary proceeding. (I understand that there is a distinction between reporting drug usage for treatment purposes (which can be used in considering drug court sanctions, but cannot be used against me in non-drug court proceedings pursuant to O.C.G.A. § 15-1-15) and having illegal items on my person, in my residence, or vehicle (which can be used against me in other non-drug court proceedings)).

20. \_\_\_\_\_\_\_ I will not knowingly associate with any person engaged in criminal activity and I will avoid people or places of disreputable or harmful character – this includes people currently on probation or parole and people with felony convictions, drug users, and drug dealers, but does not include attendance at Drug Court sessions or Narcotic’s/Alcoholic’s Anonymous meetings.

21. \_\_\_\_\_\_\_ I will not go to establishments (such as bars or clubs) in which alcoholic beverages are the primary item sold.

22. \_\_\_\_\_\_\_ I will abide by a curfew, which will be set by Felony Drug Court Judge/staff (and of which I will be notified in writing). This curfew will require me to be at my home (and/or approved place of residence) at a certain time each day, including weekends, unless I am at work, am involved in an emergency, and/or have approval from the Felony Drug Court Coordinator.

23. \_\_\_\_\_\_\_ I will follow all other program rules of which I am informed.

24. \_\_\_\_\_\_\_ I have received a copy of the Felony Drug Court Participant Handbook and will follow the instructions, rules, and guidelines contained in it. I understand that the Participant Handbook is incorporated into this Contract by reference and is a part of this Contract. I further understand that the Participant Handbook may change while I am in the program and that I may receive a new handbook prior to my program completion. I understand that I am to follow the terms of the most recently distributed version of the Handbook.

25. \_\_\_\_\_\_\_ I agree to allow the Felony Drug Court Judge to impose sanctions for violations of this contract or other instructions given to me by the Drug Court Judge/Staff/Treatment Provider. I understand that possible sanctions include but are not limited to a curfew, community service, in court detention, repeat of a program treatment level, issuance of a bench warrant/pick up order/drug court hold, jail time, and termination from the program requiring my case to be placed on the regular court calendar for disposition.

26. \_\_\_\_\_\_\_ I will sign any releases/waivers that may be necessary for (and agree to allow) the Felony Drug Court Treatment Staff to check my criminal history – both during program participation and after program participation.

27. \_\_\_\_\_\_\_ I understand that I may be terminated at the sole discretion of the Felony Drug Court.

28. \_\_\_\_\_\_\_ I waive any right to ask the Court or any other court to withdraw the guilty plea entered pursuant to this contract for any reason.

29. \_\_\_\_\_\_\_ I understand that all prior negotiations, understandings, and agreements concerning the disposition of my pending case(s) are merged into this final contract and are accordingly extinguished.

30. \_\_\_\_\_\_\_ I agree that if any one or more of the provisions or parts of a provision contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such determination shall not affect any other provision or part of a provision, but this contract shall be reformed and construed as if such invalid, illegal, or unenforceable provision or part of a provision had never been contained herein.

Defendant acknowledges that he/she has reviewed this contract with his/her attorney, understands the terms and conditions of this contract, and has received a copy of the contract. \_\_\_\_\_\_ (initial)

Defendant further acknowledges that he/she has reviewed the Participant Handbook with his/her attorney, understands the instructions, rules, and guidelines found in the Handbook, and has received a copy of the Handbook. \_\_\_\_\_\_ (initial)

By their signatures below, the parties agree to be bound by the terms and conditions of the foregoing Felony Drug Court contract (a total of four pages, with an attached contract addendum).

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defendant (signature) Date Prosecutor (signature) Date

*Contract review/advisement of legal rights by:*  *Contract approved by:*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Defense Attorney (signature) Date Felony Drug Court Judge (signature) Date