

**STATE OF WISCONSIN,**

**Plaintiff,**

**GREEN COUNTY ADULT DRUG  
COURT CONTRACT**

**vs**

**Case No:** \_\_\_\_\_

\_\_\_\_\_  
**Defendant**

I, \_\_\_\_\_, 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 300 days 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 upon formal admittance into the Green County Adult Drug Court, the Green County Court will impose a program fee of \$40 to enroll and \$10 per week, which I must pay before my first treatment session and continue paying thereafter. I will also pay the cost of drug screening fees. At least fifty percent of all fees are required to be paid before advancing to phase five. Full payment of all fees must be made before I will be approved for graduation.
3. 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;
4. That I will remain clean, sober, and law abiding during my participation in the Green County Adult Drug Court.
5. That violations of Green County Adult Drug Court Policies and Procedures may result in revocation of my bail or a probation hold for each violation, which may include, but are not limited to the following:
  - a. A positive Urinalysis or Breath Test
  - b. Possession or use of alcohol, synthetic cannabinoid, or controlled substance;
  - c. Tardiness or failure to appear for court, a Urinalysis or Breath Test, 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 firearms or other dangerous weapons;
  - i. Dishonesty;
  - j. Engaging in any threatening or assaultive behavior towards staff or other participants;

- k. Violating any other requirement expressly imposed by the Court or case management;
  - l. Failing to comply with treatment recommendations;
  - m. Failing to comply with supervision rules, curfew rules, or other rules imposed by the Treatment Court;
  - n. Failing to report any police contact within 24 hours to the Drug Court Coordinator;
  - o. Failing to submit to any random searches of my person, residence, or vehicle, as requested by any member of the Green County Adult Drug Court team, which request for random search is supported by reasonable suspicion of criminal activity;
6. That revocation of my bail, without Huber privileges, or a probation hold, as a sanction can be imposed forthwith unless I present a compelling reason for delay;
7. That I will not use prescription or over the counter medications without the Green County Adult Drug Court team's approval. That I will take only prescription medication that has been prescribed for me by a physician and that has been approved by the Green County Adult Drug Court team.
8. That I will use only one primary care physician, one hospital or clinic, and one pharmacy while participating in the Green County Adult Drug Court. I will not take any narcotic or addictive medication or drug without specific permission from the Green County Adult Drug Court team.
9. That I will advise all treating medical professional with whom I seek treatment that I have a history of addiction to controlled substances.
10. That I will disclose to any law enforcement agent with whom I have contact that I am a participant in the Green County Adult Drug Court;
11. That I will not take actions to negatively impact the sobriety of another participant in the Green County Adult Drug Court;
12. That I will make every effort to not associate with people who use or possess controlled substances, nor shall I be present at any private residence where other persons are using controlled substances.
13. That I understand that the Assistant State Public Defender on the Green County Adult Drug Court team does not and cannot represent me on matters that arise after my admission to the treatment court. If I desire legal counsel, I may apply for or hire a private attorney for termination proceedings or proceedings thereafter.
14. That during certain phases of treatment and recovery I may be prohibited from being employed. When directed, I will seek employment, job training, or further education. When appropriate, I will participate in vocational programming as described, defined, or developed in my individual case plan.
15. That I waive the right to confidentiality of my treatment records obtained in connection with the Green County Adult Drug Court program and agree to communication of same to and between my treatment providers, the Green County

- Adult Drug Court Coordinator, the Green County Adult Drug Court team, the Court, and my probation agent, if any;
16. That I waive the right to dispute the findings of any certified laboratory reports submitted to the Court;
  17. 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, as promulgated in the Green County Adult Drug Court Program Policy And Procedure Manual;
  18. That I will be required to attend pro-social programs or support groups such as Alcoholics Anonymous, Narcotics Anonymous, or other pro-social programs or activities acceptable to the Green County Adult Drug Court team;
  19. That to graduate from the program, I must remain drug and alcohol free for a minimum of three consecutive months prior to graduation.
  20. 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.
  21. That I may be terminated from the program for continued violations of Drug Court rules, or for instances of conduct as identified in the Green County Adult Drug Court Program Policy And Procedure Manual.
  22. That if I am terminated from Drug Court, such records or statements may not be used at my sentencing hearing, however the District Attorney's Office will have the right to disclose how long I was in Drug Court, that I was terminated from Drug Court, as well as any other relevant information the District Attorney's Office knows of through information channels other than treatment records or statements made in Drug Court;
  23. That I agree to execute a consent for disclosure of confidential health and medical and non-health information. I understand that members of the Green County Adult Drug Court team may require me to provide very personal information. This may include, but is not limited to, drug and alcohol use, my criminal record, education and work history, family history, medical information, physical and sexual abuse history, and psychiatric information. Failure to maintain a current consent form on record for each treatment provider shall be grounds for termination from the Green County Adult Drug Court.
  24. That I understand that information and documents received through any consent for disclosure of confidential health and medical and non-health information may be copied and shared between members of the Green County Adult Drug Court team, which consists of: Green County Adult Drug Court Judge, Green County Adult Drug Court Coordinator, Green County Human Services, Wisconsin Department of Corrections, Green County District Attorney's Office, Office of the State Public Defender, and law enforcement members;

25. 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;
26. That after completion of this contract, successfully or unsuccessfully, the Court will seal the above treatment reports, with the exception of any transcripts of open court proceedings;
27. That the waiver of confidentiality of my treatment records is limited to my term of involvement in the Green County Adult Drug Court;
28. That I understand 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 about personal drug or alcohol use are not for any other purpose including any other criminal proceeding or investigation in which I am either a potential suspect or witness, and that in all other respects my treatment records will be kept confidential, except as follows:
  - a. Such information that may not be considered confidential is as follows:
    1. General Information that does not personally identify me;
    2. Information pertaining to a medical emergency;
    3. Information that must be released pursuant to a valid court order;
    4. Information regarding a crime perpetrated during the course of my participation in the treatment program, while on program premises, in Court or staffing, or against team personnel;
    5. Information pertaining to child abuse or neglect, sexual assault, or death to an individual;
    6. Information for the purposes of research or audits;
29. That I understand that people other than treatment court team members may observe a Green County Adult Drug Court team meeting, with the understanding that such meetings are confidential;
30. That I understand that the Green County Adult Drug Court Judge may initiate, permit, engage in, or consider ex parte communication with members of the treatment court team at team meetings/staffing, or by written documents provided to all members of the Green County Adult Drug Court team. I understand that this means that even when I and my attorney are not present, the Green County Adult Drug Court Judge may discuss me or review any information about me that could affect my participation in treatment court.
31. For the purposes of treatment court review hearings, I agree to waive my right to have my attorney of record present but I may nonetheless retain private counsel for the purposes of in court hearings. I understand that my private counsel will not be allowed to participate in the Green County Adult Drug Court team meetings. I understand that my case may be discussed without my attorney or the prosecutor present. It is my responsibility to contact my attorney if I have a legal question or a legal issue arises that I am unclear about and for which I need legal clarification.
32. A copy of this agreement shall be filed with the Court in the case(s) identified on the first page of this agreement.

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Dated this \_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Craig R. Nolen/Laura M. Kohl  
Assistant/District Attorney  
State Bar No: 1053447/1079345

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
Attorney for the Defendant  
State Bar No: \_\_\_\_\_

\_\_\_\_\_  
Probation Agent