

STATE OF WISCONSIN

Plaintiff,

**DRUG COURT DIVERSION
CONTRACT**

vs.

CASE NUMBER(S):

Defendant.

I, _____, have carefully read this contract and agree to it.

I. Basic Terms and Length of Contract

The minimum length of this contract is nine (9) months. It may be extended in the Court’s discretion or automatically if its requirements have not been completed. These requirements include completion of substance use treatment and no positive drug or alcohol tests for 90 days before graduation. A missed drug or alcohol test during that period will extend the contract by one week. Two missed tests or positive drug or alcohol test during that period, will extend the contract by 90 days from the date of the first negative test after the last positive or missed test. Any violation in the final phase, as defined in Section II, may result in an extension of contract up to 90 days.

If this contract is successfully completed, the charges in this case will be disposed of as follows:

I understand that failure to successfully complete the contract will result in some period of incarceration. If this contract is not successfully completed, I will be found guilty of the charges to which I have pled, a judgment of conviction will be entered, and I will be sentenced by the judge. The parties have agreed to recommend to the judge that I be sentenced as follows:

II. Sanctions

If I violate a condition of Drug Court Diversion Program, the commissioner may sanction me by revoking my bail for some number of days. This means I will be taken into custody and jailed for the number of the days ordered by the commissioner. Other consequences may be imposed for violating this contract, as well. Violations include dishonesty about use of controlled substances, noncompliance with any rules/requirements, failure to comply with rules of Department of Correction supervision, missed or positive drug/alcohol tests, failure or refusal to produce samples for such tests, missed appointments for treatment or with case management, failure to participate in court-ordered community support meetings, missed check-ins, new

offenses, illegal possession of drugs or paraphernalia, failure to report prescribed medications, failure to maintain employment, schooling or volunteer work (if I am not disabled), failure to follow an opiate contract, use of over the counter drugs containing alcohol, failure to report police contact, threatening or assaultive behavior toward staff, failure to appear at or tardiness for court reviews, and failure to comply with any other requirement imposed by the Court or case management as a part of this program. If a jail sanction is given, it will be imposed immediately at the court review following any violation. I understand I need to make arrangements for work, for child care, and resolve any other conflicts that might interfere with an immediate sanction. Only in extreme circumstances will said sanction be delayed.

III. Confidentiality Waiver

I agree that during this program my treatment records, court reports, and statements I make in treatment may be communicated among Drug Court Team members which consists of the Court Commissioner and representatives of the District Attorney Office, the WI State Public Defenders Office, the WI Department of Corrections, Sheriff's Department, Dane County Clerk's Office, the Drug Court Coordinator (Journey), and case management agencies (Attic Correctional Services and ARC Community Services). Statements I make in Drug Court will not be used against me on criminal charges other than those case or cases covered by this contract. I may revoke this waiver at any time. I understand that if I do so this contract will end, and the case will be disposed of as if I had not successfully completed the contract. If I am sentenced on this charge, I understand the information and statements described above may be used at sentencing on this case, even if I have revoked this waiver.

IV. Pre-court Team Meetings

I understand that before court sessions the drug court team will meet and discuss my case. See section III for description of the drug court team. The meetings may also include interns or other observers approved by the Court Commissioner. I do not object to such persons meeting with the commissioner for this purpose without me or my attorney being present. I do not object to such persons reading and discussing reports regarding my progress treatment.

V. Due Process

I waive any right to due process regarding a determination of a violation, sanction or extension of this contract. This includes the rights to an attorney, notice of any violation, a hearing, a neutral decision maker, confrontation and cross-examination of witnesses, production of evidence at such hearing and appeal. I will still have these rights at a hearing to terminate my contract, but I agree that at a termination hearing the Court may rely upon review reports and other hearsay the Court finds reliable, without objection based on rights of confrontation or cross-examination of witnesses. I understand I may be terminated from Drug Court in the discretion of the Court for violations detailed in Section II or for failure to progress and that a motion to terminate will be filed automatically for tampering with or altering drug or alcohol tests or results or if I am arrested for a violent crime. The court may allow me to continue in the program following arrest for a non-violent drug related crime, in the Court's discretion.

VI. Termination for Extended Absence I understand that if there is a bench warrant or probation warrant that is active for 90 days or more, I will be terminated from the program without notice or a hearing, though I may petition for re-admission.

Dated this _____ day of _____, 20____.

Defendant

Defense Attorney

Assistant District Attorney