

# LAWRENCE COUNTY ADULT TREATMENT COURT PROGRAM

430 Court Street, New Castle, PA 16101 Phone: (724) 656-2173 / Fax: (724) 656-1989

TO: \_\_\_\_\_ DOCKET NO. \_\_\_\_\_

## CONDITIONS OF SUPERVISION

1. I understand that the validity of this contract is conditioned upon my eligibility for the Treatment Court Program. If at any time after the execution of this agreement and in any phase of the Treatment Court Program, it is discovered that I am, in fact, ineligible to participate in the program, I may be immediately terminated from the program and sentenced at the discretion of the presiding Judge. In the case of a guilty plea, I will not be allowed to withdraw my previously entered plea of guilty unless my ineligibility is based on facts or information which should have been known to the prosecutor prior to Treatment Court admission, or upon Constitutional grounds.
2. I understand that if I enter this program and fail to complete it, I may be barred from future participation.
3. I understand that participation in Treatment Court involves a minimum time commitment of twelve (12) months, and may include an aftercare component consisting of up to an additional thirty-six (36) months.
4. I will report in person or in writing to my Treatment Court Officer according to his or her instructions.
5. I understand that during the entire course of the Treatment Court Program, I will be required to attend court sessions as directed and that failing to attend will result in a warrant for my arrest. For the purposes of regular Treatment Court review hearings, I agree to waive my right to have my attorney of record present. I understand that my case may be discussed without my attorney or the prosecutor present.
6. I agree to cooperate in an assessment/evaluation for planning an individualized drug treatment program adequate to my needs and agree to execute the Consent for Disclosure of Confidential Substance Abuse Information. I understand that any information obtained from this release will be kept apart from the Court file.
7. 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 may be modified at any time by the treatment provider and/or the Treatment Court Team. I agree to attend all required Treatment meetings and sign appropriate Releases of Information forms allowing Treatment providers to release information as it relates to my individualized treatment plan...
8. I will not leave any treatment program without prior approval of my treatment provider and the Treatment Court Team. I agree to complete all required financial disclosure declarations as necessary to obtain funds for my treatment. If funding is not available, I agree to pay some or all of the costs of my treatment
9. I agree to keep the Treatment Court Team, treatment provider and law enforcement liaison, if any, advised of my current address and phone number at all times and will not change my residence without prior consent from my supervising Treatment Court Officer. My place of residence is subject to Treatment Court approval
10. I will comply with the curfew established by the Treatment Court Team and be available for curfew checks at all times. I will not be out past curfew without prior permission from my probation officer.
11. I will not travel more than 30 miles from my home without receiving permission from my probation officer. I will not travel outside the border of Pennsylvania without written travel permission from my probation officer.
12. I must comply with all local, state, and federal laws. I agree to inform any law enforcement officer who contacts me that I am in Treatment Court. I must immediately notify my supervising Treatment Court Officer of any contact, arrest or investigation by/with a law enforcement agency. I understand that I may not work as a confidential informant with any law enforcement agency while I am participating in the Treatment Court Program, nor may I be made or encouraged to work as a confidential informant as a condition of my full participation in the Treatment Court Program.
13. I will not possess, have control of, or have in my place of residence or vehicle, any contraband such as stolen property, non-prescribed controlled substances, drug paraphernalia, firearms (handguns, rifles, shotguns) or other deadly weapons, including but not limited to: bow and arrow, prohibited offensive weapons, or any instruments of crime. I will submit my person, property, place of residence, vehicle and personal effects to search at any time by a member of the Treatment Court Team or representative based upon reasonable suspicion that I am in possession of contraband.

14. I understand that I may not participate in Treatment Court if I am currently an affiliated gang member.
15. I understand that any false statements verbal or written made by me to any member of the Treatment Court Team may result in termination from the program.
16. I agree not to threaten, harass, intimidate or abuse in any way any member of the Treatment Court team or its representative.
17. I understand that while in Treatment Court my focus must be on my recovery. As a result, I agree not to be romantically involved with other Treatment Court participants or with any member of the Treatment Court Team.
18. I understand that participating in Treatment Court requires me to be drug and alcohol free at all times. I will not associate with people who use or possess drugs, nor will I be present while drugs are being used or possessed by others.
19. I agree to submit to urinalysis and/or breathalyzer testing on a random basis as directed and according to procedures established by the Treatment Court Team and/or treatment provider. I understand that refusal to submit to testing, failure to report for testing, and/or failure to provide a sample for testing will be considered a positive test and will be charged \$50. This will also be a violation of number 18 of the Treatment Court Contract.
20. I will not substitute, alter, or try in any way to change my bodily fluids or testing specimen, including attempting to dilute the sample.
21. I understand that I may dispute positive test results, but that I will reimburse the court for the cost of laboratory fees sustained upon positive confirmation of drug use.
22. I am responsible for what goes into my body. Before taking medication of any kind, prescribed or over-the-counter, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive and contains no alcohol. I will inform all treating physicians that I am a recovering addict and that I may not take narcotic or addictive medications. If a treating physician wishes to treat me with narcotic or addictive medications, I must disclose this to my treatment provider and probation officer and get specific permission from the Treatment Court Team to take Prior to using such medication, prescribed or over-the-counter, I will register the medication with my treatment provider and with the Treatment Court Team.
23. I understand that during the early phases of my treatment and recovery, I may be precluded from working or gaining employment. I further understand that within the time directed by the Treatment Court Team, I will seek legitimate employment, job training and/or further education as approved by the Treatment Court Team.
24. I understand that I must pay all fines, costs, restitution and fees associated with my participation in Treatment Court. I will do so by establishing a payment plan with the Collections Department.
25. I agree to inform the Lawrence County Domestic Relations Office and/or the Lawrence County Children & Youth Agency of my participation in Treatment Court as long as I have open cases with such agencies.
26. I agree to abide by the rules and regulations imposed by the Treatment Court Team and understand that failure to comply may result in sanctions or termination from the program. I understand that sanctions may include but are not limited to time in custody, increased supervision sessions, increased drug testing, remaining in a particular phase, reduction to a previously completed phase, and/or such other sanctions as may be deemed appropriate by the Treatment Court Team.
27. I understand that upon entering the Adult Treatment Court Program I am waiving my right to be sentenced within ninety (90) days from entering a plea of guilty or stipulation to a parole/probation violation. This waiver is required to meet the time commitments of the Treatment Court Program and by entering the Program I am seeking to complete the Phases and Aftercare requirements and to earn a dismissal and expungement of my offense(s) as set forth in paragraph 31 below.
28. I understand that I may choose to voluntarily withdraw from Treatment Court. If I do so, I may be sentenced up to the maximum penalty allowed for the underlying offense(s) and at the discretion of the presiding Judge.
29. I understand that my failure to successfully complete and graduate from the Lawrence County Court of Common Pleas Adult Treatment Court Program will result in the imposition of the previously deferred sentence and/or will result in a violation of my probation/parole. I understand that my failure to complete Treatment Court cannot be a basis for the withdrawal of my previously entered guilty plea or my stipulation to my probation/parole violation. I understand that any attempt to withdraw my guilty plea or my stipulation to my probation/parole violation would be prejudicial to the Commonwealth. Any sentence imposed shall be at the sole discretion of the presiding judge.

30. After graduation from the Treatment Court Program, I understand that I will be required to participate in the Treatment Court Aftercare Program. The length of this program is based on the criminal charges for which I am being supervised, up to one (1) year for misdemeanors and up to three (3) years for felonies. I agree to participate in and meet the requirements of Aftercare. I understand that failure to comply with and complete the Aftercare Program requirements may result in the imposition of previously deferred sentencing for my previously entered guilty plea or stipulation to my probation/parole violation, and may result in the imposition of a sentence up to the maximum penalty allowed at the sole discretion of the presiding Judge.
31. Upon successful graduation of the Treatment Court Program, the successful completion of the Aftercare Program and payment in full of all fines, costs and restitution, the criminal charges filed against me will be dismissed. Further, the District Attorney's Office will agree to seek to expunge the pertinent charges as previously agreed, subject to court approval. For probation/parole violations, upon successful completion of the Treatment Court Program, the remaining term of supervision may be terminated. I further understand that probation/parole violations cannot be expunged.
32. Failure to pay all fines and costs in full will result in the participant's /graduate's case being referred to the Collections Enforcement Unit and may reflect negatively upon the expungement of the charges.

### **FINANCIAL REQUIREMENTS**

- A. When directed by my Treatment Court Officer I will enter into a payment plan to pay my court ordered fines, court costs, restitution, administrative fees of \$25 per month and a \$600 program fee.
- B. I may be sanctioned or violated for failure to comply with payment of my court ordered financial obligations.
- C. I am responsible to make all payments consistently and once a wage assignment has been issued, I am responsible to make all payments until my employer deducts it from my pay check completely.
- D. I must report any changes in address or employment within 72 hours to the Collections Department.
- E. It is my responsibility to submit requests to waive past supervision fees to the Collections Department. A waiver form must be completed detailing the reasons for inability to pay pursuant to Act 35 of 1991 and accompanied by appropriate supporting documentation. An itemized list of circumstances and factors for the waiver of supervision fees is available upon request. Any request for waiver must be submitted within 30 days of its' effective date.
- F. All restitution payments must be up to date and participant must have must be paid prior to any charges being dismissed.
- G. Following graduation it is my responsibility to continue making payments in accordance with my payment plan on any remaining fines and costs. Failure to comply with my payment plan may result in contempt of court and the following sanctions may apply: violation of probation/parole supervision, suspension of driver's license, report to a credit bureau, report to a collections agency resulting in a 25% increase in your balance, issuance of a bench warrant, or incarceration.

### **ACKNOWLEDGEMENT BY PARTICIPANT**

**I hereby acknowledge that I have read, or have had read to me the foregoing rules, regulations and special conditions of my Treatment Court supervision. Further, I understand that the Adult Treatment Court Program is constantly improving and therefore it may be necessary for me to review and sign updated contracts. I am willing to enter into this agreement to participate in the Lawrence County Court of Common Pleas Adult Treatment Court Program.**

During the course of supervision, if I believe that my rights as a probationer/parolee have been violated by an employee of Lawrence County Adult Probation and Parole Services, I may file a written complaint to his/her immediate supervisor who will investigate the complaint and respond in writing. If I feel the need for further appeal, I am to proceed in a similar fashion according to the chain of command in the department.

SIGNATURE OF PARTICIPANT

DATE

WITNESS

DATE