

East End Regional Intervention Court

Hon. Deborah E. Kooperstein
Hon. Helen J. Rosenblum

Hon. Allen M. Smith
Hon. William H. Price Jr.

Drug Treatment Court Contract

State of New York
County of Suffolk

THE PEOPLE OF THE STATE OF NEW YORK,

Plaintiff,

Case No.

-against-

Defendant.

The East End Regional Intervention Court, Suffolk County District Attorney and above named defendant, agree that the defendant shall plead guilty to the following charge(s) in the East End Regional Intervention Court pursuant to the provisions of this contract.

<u>CHARGE(S):</u>	<u>PLEA OF GUILTY TO:</u>	<u>AGREED SENTENCE:</u>
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

1. Defendant hereby voluntarily agrees to enter into East End Regional Intervention Court program as an alternative to being sentenced in the above plea under conditions summarized below and in the Treatment Plan which will be developed upon completion of defendant's evaluation.

Defendant's initials Attorney's initials

2. Defendant agrees to meet or report to the treatment provider(s) as required and to follow their recommendations.

3. Defendant agrees to random testing for drug or alcohol use and understands that failure to provide a urine sample or breathalyzer test may be considered by the Court to be the equivalent of a positive test result.

4. Defendant agrees to return to the East End Regional Intervention Court periodically as requested by the court and understands that he/she may have to periodically report to the court for a minimum of twelve (12) months depending on progress.

5. Defendant understands that if he/she misses any court dates, a bench warrant may be issued and he/she may be released from the program and the case reinstated for sentencing.

6. Defendant understands that if he/she is on parole or probation and violates the terms of such, he/she will be in violation of this contract and subject to sanctions and/or possible termination from the program by the Court.

7. Defendant understands that he/she must inform the court and treatment provider(s) immediately of any changes in address and phone number and reside in an approved halfway house or inpatient facility whenever required.

8. Defendant understands that any new arrest while in this program must be reported to the court and may be grounds for immediate termination from the program. Failure to report a new arrest within 10 days may also be grounds for immediate termination from the program.

9. Defendant understands that he /she will be required to discuss with treatment providers and the court his/her drug use and that any statement he/she makes regarding drug use in the treatment program and/or for the purposes of treatment will not be used against the defendant as evidence in any current or future criminal prosecution, however it shall be admissible in the event of a termination proceeding.

10. Defendant understands that Drug Treatment Court is an open court and that his/her case will be discussed in front of other defendants and members of the public that may be in attendance.

11. Defendant understands that if he/she violates any terms of this contract and/or fails to work diligently towards the goals of this program, defendant's may be sentenced by the Court and agrees that there is no right to appeal to any other court from a conviction or sentence of the local Criminal Court or County Court.

12. Defendant agrees to sign reasonable authorizations for the release of information required by the court. It is understood that any information regarding the defendant's treatment and progress in treatment identifying the defendant will not be released to persons not working for the court and/or treatment providers without the further authorization of the defendant.

13. Defendant agrees to keep all appointments required and to participate in programs including:
 1. treatment programs
 2. counseling programs
 3. education programs
 4. vocational programs
 5. day reporting programs
 6. other reasonable rehabilitation requirements _____

14. Defendant agrees that in the event he/she fails to keep any program appointments (in the absence of an explanation satisfactory to the courts), fails to comply with any reasonable request or requirement , fails to comply with the rules of the treatment providers, tests positive for any non-prescribed drug, including alcohol, or any prescribed drug that he/she does not have the permission of the court to take (with the exception of emergency situations, in which case the use of such drugs shall be disclosed on the next business day), or fails to comply with any other provisions set forth in the contract, the court may immediately make necessary adjustments in requirements and may impose sanctions including jail time and/or termination from the program. A sanction or termination is solely at the discretion of the Drug Treatment Court Judge, following a hearing. _____

15. Defendant agrees that in the event a termination hearing is held a) hearsay evidence is admissible for purposes of establishing a violation of the contract; b) the standard of proof is a preponderance of the evidence and; c) rules applicable to violation of probation hearings (CPL 410.70(3) and/or suppression hearings (CPL 710.60) are applicable. _____

16. Defendant agrees to allow Drug Court personnel to search their person as well as their home and/or vehicle. _____

17. The defendant understands that the Court may , at its sole discretion, place certain limitations, restrictions and guidelines on the social activities of Defendant(s). This may include, but shall not be limited to; restricting interaction between Defendant(s) and active drug/alcohol users, imposing curfews, restricting Defendant's access to certain locations, limiting Defendant's attendance at social events and/or gatherings, taking control over Defendant's employment status and directing Defendant(s) not to engage in certain actions or activities when it relates to Defendant(s) rehabilitative process. _____

18. Any sanctioned time will not count toward defendant's break out time. _____

19. Defendant understands that the use of narcotic pain relievers is prohibited, unless administered or prescribed as a result of a medical emergency. Should a defendant required pain management due to a medical condition, injury or surgical procedure not resulting from a medical emergency, he/she must request the administration or prescription of a non-narcotic pain reliever. _____

20. The parties to this Contract agree that if the defendant complies with the provisions of this Contract and their treatment plan, including modifications approved by the court, the convictions herein above listed will be disposed of as follows:

Defendant

Date

CERTIFICATION OF ATTORNEY

I, _____, hereby certify that I am attorney of record (or an authorized to appear on behalf of the attorney of record) for the above-named defendant and that I have explained each and every provision of this Contract (numbered 1-20) to him/her, his/her rights and that he/she has freely and knowingly entered into the within CONTRACT.

Defense Attorney

Date

Suffolk County District Attorney

Date

East End Regional Intervention Court Judge

Date

I. NON - COMPLIANCE

The following are some examples of non-compliance that may result in court ordered sanctions or termination from the program:

1. Failure of defendant to keep mandated treatment appointment dates with service provider.
2. Failure of defendant to keep all scheduled court appearance dates.
3. Failure of defendant to consistently remain drug free as evidenced by repeated positive lab results demonstrating drug use.
4. Failure of defendant to lead a law abiding life as a result of re-arrest/conviction.
5. Failure of defendant to follow instructions of the judge and/or treatment provider.

II. SANCTIONS

The following is a list of some court-ordered sanctions that may be imposed as a result of non-compliance:

1. In court verbal admonishment
2. Essays
3. Increased urinalysis frequency
4. Increased court reporting schedule
5. Extending defendant/client treatment period or period under Drug Treatment Court program
6. Weekend work program
7. Financial penalties
8. Period of incarceration to encourage compliance with drug court mandates

III. TERMINATION

Termination from the drug treatment court program is subject to the discretion of the Drug Treatment Court Judge following a hearing.

I have read , understood and received a copy of conditions of non-compliance and resulting sanctions.

Signature of Defendant Date

Signature of Judge Date