

**IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT OF THE STATE OF  
IDAHO, IN AND FOR THE COUNTY OF NEZPERCE**

<p><b>STATE OF IDAHO,</b></p> <p style="text-align: center;"><i>Plaintiff,</i></p> <p style="text-align: center;">v.</p> <p>_____</p> <p style="text-align: center;"><i>Defendant,</i></p> <p>_____</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p style="text-align: right;">CASE NO.     <b>CR-</b> _____</p> <p><b>DEFENDANT’S DRUG COURT WAIVER AND AGREEMENT TO DRUG COURT PARTICIPATION.</b></p>
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If allowed by the Court, I having been advised of my rights, agree to give up those rights and to carry out the agreements listed below:

1. I will admit to the probation violation charged against me and understand that disposition on this violation will be held in abeyance until I complete the Drug Court program.
2. I hereby give up my right to a probation violation hearing on this charge. I give up my right to call witnesses and to cross-examine the State’s witnesses. I also give up my right to testify. I give up my right to contest the stop and/or search and/or the voluntariness of any statement I may have given in my case.
3. I agree that, should I be terminated from the Drug Court treatment program, I will be sentenced by the Court based upon admission to the probation violation that I am charged with. The Court may sentence me immediately or order and Update to the prior Pre -Sentence Investigation Report.
4. I agree to authorize the release of all treatment information to my attorney, the Prosecuting Attorney, the Court, and Probation and Parole. This information shall not be used by the Prosecuting Attorney for any new prosecution, but may be used by the Court to determine my level of participation in the program, to modify my release conditions and/ or to decide to terminate me from the program, and as a factor in determining an appropriate sentence.
5. I agree not to knowingly associate with persons using or possessing controlled substances.
6. I agree not to work with any police agency on drug cases or on cases where I may come into contact with controlled substances. I will provide historical information to a police agency regarding my involvement with controlled substances.
7. I agree to pay a non- refundable participation fee in an amount to be determined based on ability to pay, not to exceed \$300.00 per month. Should I be terminated from the program for any reason, the participation fee will still be due and owing.
8. I agree that any failure of the treatment program, including but not limited to positive drug screening tests, missing treatment, violation of release conditions, commission of a new crime, may result in modification of the treatment program and/ or release conditions, revocations of my release, and/ or termination from the program.
9. I agree to seek and maintain employment or obtain employment counseling, complete high school or obtain a G.E.D. as directed by the Court.
10. I agree to appear in court for any scheduled hearings, regardless of my compliance with the treatment program.

11. I further agree and understand that the length of time of participation in the program is ordinarily twelve months, but the Court may extend the program to allow me additional time to successfully complete my program requirements.

12. I agree to report any change of address and/ or phone number to the Court, Probation and Parole, and to my treatment provider **prior to moving** or as otherwise requested by my probation officer.

13. I waive the right to have a Court Reporter present during drug court sessions and agree to any District Judge Pro Tem appointed by the Supreme Court to preside over drug court.

14. Upon successful completion of the program, the Court shall dismiss the probation violation charged against me. I understand that successful completion of the Drug Court Program does not necessarily fulfill my probation requirements, but fulfills only the requirement imposed upon me that I complete the Drug Court program.

15. I agree that I will maintain at least seven (7) months of continuous sobriety prior to release from the Nez Perce County Drug Court Program.

### **RELEASE CONDITIONS**

During my release from custody and participation in the Drug Court Program, I, the defendant, shall comply with the following release conditions:

1. Remain on release on my own recognizance or bond
2. Reside at: \_\_\_\_\_
3. Report to my designated drug/ alcohol counseling center(s) for evaluation and treatment as directed by my case worker(s).
4. Submit to random urinalysis testing at my own expense.
5. Maintain regular contact with my attorney.
6. Appear for all court dates, including a drug court first appearance scheduled for Court Room #1 on \_\_\_\_\_ at 5:00 p.m.
7. Remain in Nez Perce County, except for employment, court, or family visitation purposes upon permission of the probation officer.
8. Commit no law violations.
9. Not use or possess any non-prescribed substances(s) nor take a prescribed substance in any other way except as designated by my physician. I understand that I will be asked to give written permission for my prescribing physician to share information about my use of prescription medications with the Drug Court team.
10. Not use or possess any substances intended to alter the results of tests of my blood, breath, or urine.
11. Not consume or possess alcohol, or enter into any establishment where the primary source of income is the sale of alcoholic beverages.
12. I understand that noncompliance with the conditions of the Drug Court program may result in sanctions including, but not limited to, written assignments, Community Service,

increased attendance at counseling or AA/NA meetings, electronic monitoring, and jail without bond.

Upon my acceptance by the Court into the Drug Court Program, I shall report to the Idaho Probation and Parole Department and be on probation subject to the following additional conditions:

1. I shall report to and be available for contact with my probation officer, counselor, and treatment provider.
2. I shall not use, possess, or sell any illegal controlled substance or drug paraphernalia.
3. I shall obey all geographic restrictions set forth by the Drug Court Judge or probation officer and shall not change residence without first obtaining written permission from the supervising officer.
4. I shall be prohibited from possessing a firearm or ammunition or any other item believed by my probation officer to be a weapon.
5. I consent to interviews in my residence upon request of my counselor, treatment provider, or probation officer.
6. I shall respect and obey all laws and comply with any lawful request of the supervising officer or an agent of Probation and Parole.
7. I shall seek and maintain employment, or a program approved by the supervising officer and shall not change employment without first obtaining written permission from the supervising officer.
8. I agree and consent to the search of my person, automobile, residence, and/ or real or any other property at any time and at any place by any agent of Probation and Parole.
9. I will comply with I.C. §20- 225, which authorizes a cost of supervision fee.
10. I shall submit to polygraph testing and bear the cost of each test.

#### **TERMINATION POLICY**

Termination from the Drug Court Program may result from a violation of policy, including but not limited to the following:

1. Failure to attend court hearings or abide by court orders;
2. Repeated failure to attend treatment sessions or meetings with the probation officer;
3. Repeated positive urinalysis/ breath analysis tests;
4. Re- arrest during the treatment program;
5. Any circumstances necessitating the issuance of a bench warrant; and/or
6. Inability of the defendant/ client to regularly participate in treatment, testing (UA/ BA) and/ or review hearings with the Court.

The decision whether or not to terminate an individual from the Drug Court Program rests solely with the Drug Court judge, guided by input from the prosecuting attorney, defense counsel, probation officer and

treatment provider. The above list is not exclusive. Other circumstances may justify termination of a defendant from the Drug Court Program.

Upon termination, the Court will proceed to review the facts contained in the police report on the defendant's arrest. Based upon those facts, the Court will impose a sentence based upon the defendant's previously entered guilty plea.

**DEFENDANT'S ACCEPTANCE**

I have read or had read to me this Waiver and Agreement and the Drug Court Termination Policy.

I understand that I am only eligible to participate in the Nez Perce County Drug Court program once.

I have read or have had read to me the police report of my arrest (INITIAL HERE: \_\_\_\_\_) and I understand that I have pled or will plead guilty to the crime I am charged with.

I understand my obligations and the rights I must give up in order to participate in the Drug Court Program.

I agree to abide by the terms and conditions of the Drug Court Program. I enter into this agreement freely and voluntarily after consultation with my attorney.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Prosecuting/Deputy Prosecuting Attorney

\_\_\_\_\_  
Attorney for Defendant

APPROVED by the Court this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

\_\_\_\_\_  
Judge

**Certificate of Mailing**

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, copies of the foregoing Order were mailed, postage prepaid, or sent by facsimile or interoffice mail to:

Prosecuting Attorney

Probation & Parole

Defense Counsel