

District Court, Adams County, Colorado Court Address: 1100 Judicial Center Drive Brighton, CO 80601	
THE PEOPLE OF THE STATE OF COLORADO, Plaintiff v. _____, Defendant.	
	σ COURT USE ONLY σ Case No. 11CR1635 12CR2955 12CR1145 Division: 8
ADAMS COUNTY DRUG COURT CLIENT CONTRACT AND AGREEMENT	

I, _____, agree to enter the Adams County Drug Court (ACDC), and by doing so, I understand I will have certain obligations and responsibilities. I will have to follow the orders given to me by the judge, my probation officer, and others involved in ACDC.

CLIENT RESPONSIBILITIES

I understand my responsibilities are:

1. I must tell the truth;
2. I must attend all court sessions as required, on time and dress appropriately for such appearances;
3. I must complete a substance abuse evaluation and cooperate with the recommended treatment plan;
4. I must follow the treatment plan developed by the treatment team including any and all aftercare requirements. I may be required to pay for full or partial cost of care, **including responsibility for co-payments after 60 days in the program;**
5. I must obey all laws including traffic and if I engage in any criminal act, probation revocation proceedings may be initiated;

6. I understand that I must self-disclose all law enforcement contacts to my probation officer and the court immediately;
7. I must complete an Education Intake Evaluation and absent extraordinary circumstances, I must have a GED or high school diploma prior to graduation from ACDC;
8. I may not move or change employment without prior team approval;
9. I must obtain a written travel permit from my probation officer before I leave Colorado;
10. I must submit to breathalyzer, urinalysis, or other authorized tests for drugs, alcohol, or intoxicants upon the request of any team member and may be responsible for the costs;
11. I may be required to abide by a curfew and I must comply with curfew as established by the ACDC team. Should curfew be imposed, I will be required to report in each night from my home telephone number and I will be subject to random curfew calls and visits at my residence after said curfew by the community supervision team members (Probation Officer and/or Law Enforcement Officer). I may be placed on Electronic Home Monitoring if necessary to monitor curfew;
12. I will not possess, inject, ingest or otherwise use any alcohol or non-prescribed drug. I will not take any medication, including vitamins or supplements, prescribed or over the counter without prior approval of staff;
13. I will not possess any firearm, explosive or other destructive device, including mace and tasers, knives (with exception of eating utensils), nor any other dangerous weapon while under supervision. You will be advised of the Federal Firearms Act should this pertain to you and agree to comply with the Federal Law as outlined in this Act;
14. I must follow the directives given me and if I fail to do so, sanctions may be imposed upon me which include, but are not limited to:
 - a. Community/Useful Public Service (verification must be provided to probation officer no later than the day prior to the following ACDC docket),
 - b. Increased urinalysis,
 - c. Electronic Home Monitoring,
 - d. Increased reporting to probation or treatment,
 - e. Alteration or imposition of curfew hours,
 - f. 30 day "Performance Contract",
 - g. Termination from ACDC,
 - h. Period of incarceration and I understand that this period will vary depending on if it is a sanction or if it is part of a re-sentence on a probation revocation;
15. I must attend all treatment counseling sessions. I must remain drug free and my failure to do so may result in increased treatment, increased meeting attendance, increased group sessions, increased individual sessions, including any specialized mental or physical health programs I may be involved in and required to attend, and shall remain in a specified residential facility if necessary for treatment purposes, incarceration, termination from ACDC, or other sanctions as deemed appropriate by the ACDC team;

16. I must attend all scheduled meetings with my Probation Officer. Probation meetings may occur in office or at my home. I will allow the community supervision team (Probation Officer and/or Law Enforcement Officer) to conduct announced or unannounced visits at my residence and respond to reasonable requests;
17. I will not patronize nor be employed in any establishment where alcohol is the main source of revenue. Some include, but are not limited to: liquor stores, bars, night clubs, gentlemen clubs, and gambling establishments;
18. I understand the ACDC team may impose mandates restricting me to have contact with certain individuals. This is determined by the team on a case to case basis;
19. I may not act as a confidential information or undercover agent for any law enforcement agency without written approval from the Chief Judge and the ACDC team;
20. I will cooperate with all other conditions imposed by the ACDC team in order to successfully complete Drug Court;
21. I shall sign a written prior waiver of extradition;
22. I understand that the minimum length of ACDC is 18 months, however, this time may be extended by the Court to allow me additional time to complete the necessary requirements or authorized for early termination based on compliance;
23. I must immediately make payment arrangements with collections to satisfy the balance of \$_____ as a condition of successfully graduating from ACDC. I understand that additional supervision fees may be added if my time in ACDC exceeds 18 months;
24. I agree to attend programming deemed appropriate by staff, this may include parenting, domestic violence, mental health, or other programming available deemed to be beneficial to my ultimate recovery and sustained sobriety;
25. I agree that if and upon revocation from ACDC, I will be re-sentenced to any possible sentence associated with the original plea or verdict;
26. I understand that the ACDC team may make exceptions to any or all of the above conditions upon a showing of exceptional circumstances;
27. I understand that a contempt warrant will be issued with a no bond hold if I fail to appear at my first probation appointment and fail to attend treatment on the Monday following acceptance into ACDC.
28. I understand that failure to comply with any point of this contract may result in a warrant being issued for my immediate arrest and a complaint for revocation of probation filed.

CLIENT TERMS AND CONDITIONS

I understand and agree to comply with the following terms and conditions of ACDC:

1. Contents of the signed Release of Information and Waiver of Confidentiality Form.

2. Contents of the signed Waiver of Rights.
3. Contents of the signed Acknowledgement of Receiving a Copy of the ACDC Client Handbook.
4. Contents of the signed Waiver of Extradition.

CLIENT RIGHTS AND BENEFITS

I understand that:

1. If I successfully complete ACDC my sentence will be deemed completed and the case will be closed;
2. I may talk to an attorney at any time;
3. The Public Defender may be appointed to represent me and give me advice regarding ACDC and the pending case prior to sentencing to probation and ACDC;
4. I understand that the ACDC Judge has the authority to impose a short jail sentence as a sanction for any violation of the terms and conditions of ACDC or probation;
5. After communicating about a specific concern or issue regarding an ACDC client, the ACDC Team may enforce a sanction of immediate use of Electronic Home Monitoring. The ACDC client sanctioned in such a way is liable for all costs and fees associated with such monitoring;
6. I understand that the probation department may institute revocation proceedings for any violations of the ACDC program or my probation;
7. I understand that if I fail to comply with the terms of ACDC a contempt warrant with a no bond hold can be issued by the Court at any time;
8. I may choose to quit ACDC at any time. If I do so, I will be brought before the court for resentencing and be subjected to any possible penalty originally available to the court as determined by the charge, conviction, and circumstances of the case;
9. The staffings and proceedings of ACDC have limitations on confidentiality as outlined in the Release of Information and Waiver of Confidentiality Form.

I understand this agreement and I enter into it voluntarily.

Defendant's Signature

Defense Attorney Signature

Judge's Signature

Chief Deputy District Attorney's Signature

Probation Officer's Signature

Date _____

**ACDC PROGRAM
PRESCRIPTION DRUG USE POLICY**

- A. Participants are expected to inform all treating physicians that he/she is recovering from chemical dependency and may not take narcotic or addictive medications or drugs.
- B. In the event that prescription medications are deemed necessary, participants should make every effort to obtain a non-narcotic alternative, if one is available.
- C. If a treating physician wishes to treat a participant with narcotic or habit forming medications or drugs, the participant must disclose this to the treatment provider and get specific permission from the ACDC team to take such medication.
- D. Participants will be expected to notify their probation officer immediately upon receiving a prescription medication, or if any changes are made to existing prescriptions. Failure to do so will result in a sanction.
- E. Participants with a history of abusing prescription drugs, or who have been prescribed potentially habit-forming medications, may be subject to additional requirements. These may include:
 - 1. Being restricted to one prescribing physician.
 - 2. Agreeing to work with your physician to discontinue use of a potentially habit-forming medication.

Participant Name (printed)

Participant Signature

Date

ACDC Team Signatures:

Judge

Deputy District Attorney

Deputy Public Defender

Probation Officer

Therapist/Treatment Provider

Law Enforcement