

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 negative drug and alcohol tests for 60 days before graduation and completion of substance abuse treatment. A missed drug or alcohol test during this time will result in one week extension, and two misses or a positive test during this period, will cause an extension of 60 days from the date of the first negative test after the last positive or missed test. 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, a judgment of conviction will be entered on the charges to which I have pled and I will be sentenced within the penalties prescribed by law for such offenses. The parties have agreed to recommend to the court that I will be adjudicated and sentenced as follows:

II. Sanctions

Revocation of bail of between one (1) and five (5) days as a sanction and other consequences may be imposed for violating this contract. Violations include missed or positive drug/ alcohol tests, failure or refusal to produce samples for such tests, missed appointments for treatment or with case management, missed check-ins, new offenses, illegal possession of drugs or paraphernalia, failure to report prescribed meds, failure to maintain

employment, schooling or volunteer work (if I am not disabled), failure to abide by an opiate contract, use of poppy seeds or over the counter drugs containing alcohol, lack of honesty, 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 use violation and I understand I need to make arrangements at work and/or for child care and resolve any other conflicts that might interfere with such immediate sanction. Only in extreme circumstances will said sanction be delayed.

III. Confidentiality Waiver

During this program, I agree that my treatment records, court reports and statements I make in treatment may be communicated among the Court, the District Attorney or Public Defender representatives, the Drug Court Coordinator and case management, or in open court. Admissions made in Drug Court will not be used against me on criminal charges other than those in this case. I may rescind this waiver at any time. If I do rescind the waiver, I understand this contract will be terminated. If I am sentenced on this charge, I understand such information may be used at sentencing on this case regardless of such rescission.

IV. Pre-court Team Meetings

I understand that before court reviews a treatment team consisting of representatives from the District Attorney and Public Defender, the Drug Court Coordinator and the Judge will meet and discuss my case. I do not object to such persons meeting with the judge for this purpose without my presence or that of my attorney. I do not object to such persons reading and discussing my review report regarding my progress in treatment.

V. Due Process

I waive any right to due process regarding a determination of a violation, sanction or extension of this contract, including the right to an attorney, notice of any violation, a hearing, a neutral decision maker at same, confrontation and cross-examination of witnesses, and production of evidence at such hearing, and appeal. At a hearing to terminate my contract I retain these due process rights but agree that the Court may rely upon review reports and other reliable hearsay at said hearing without objection on the basis of confrontation or cross examination. I understand I may be terminated from Drug Court in the discretion of the Court for violations detailed in Section II and that I will automatically be terminated for tampering with or altering drug or alcohol tests or results or re-arrest for a violent misdemeanor or felony. Continuation in the program following re-arrest for a non-violent drug related misdemeanor or felony may be allowed in the discretion of the Court.

Dated this _____ day of _____, 20__.

Defendant

Defense Attorney

Assistant District Attorney