

## **WINDSOR COUNTY DUI Treatment DOCKET Participant Contract**

Participant Name/DOB:

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Docket #(s):

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I, \_\_\_\_\_, agree to enter the Windsor County DUI Treatment Docket (WCDDT). I understand and agree that I will follow all the rules in this contract and in the Participant Handbook and my Probation Conditions. I also agree that I will follow orders given to me by the Judge and my Probation Officer as well as directions from the Treatment Court Case Manager and Treatment Docket Coordinator. I also agree to the following:

1. I understand that my participation in WCDDT is voluntary. I wish to participate in the program; I am not required to join. \_\_\_\_\_
2. I understand that participation in the Program involves a minimum time commitment of eighteen (18) months. \_\_\_\_\_
3. I understand that my participation in the program requires me to be a resident of Windsor County or area's supervised by Harford or Springfield Probation Offices, as part of the terms of my probation. \_\_\_\_\_
4. I agree to follow my treatment plan created by the Treatment Team. I understand the treatment plan may change in response to my progress or lack of progress. I agree to comply with all requirements of the WCDDT including, but not limited to, following my treatment plan and attending all court hearings. Failure to attend a scheduled court hearing, without permission from my Case Manager, may result in the issuance of an arrest warrant. Failure to complete the WCDDT, for any reason, will result in my case being scheduled for a termination hearing and/or a VOP if I am still on probation. \_\_\_\_\_
5. 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. \_\_\_\_\_
6. I will meet with my Probation Officer on a regular basis and will follow all of my conditions of probation which are a condition of my participation in the WCDDT. \_\_\_\_\_
7. I will not possess and/or use alcohol, illegal drugs, or regulated drugs unless prescribed by a physician. I will discuss a plan for non-narcotic, alternative medication with my physician. \_\_\_\_\_

8. I will tell **all** of my medical treatment provider(s) that I am a participant in the WCDDT. I will notify my Case Manager of any medications I am currently taking and the name of the prescribing physician. I will also notify my Case Manager of any over the counter medications I am taking, and the name of the prescribing physician. I will notify my Case Manager **prior to** taking an opiate, narcotic, or benzodiazepine that has been prescribed by my physician. I give permission for the Case Manager to verify my prescriptions and talk to my physician(s). \_\_\_\_\_
9. I understand that participating in this Program requires me to abstain at all times from alcohol, illegal and legal and prescription drugs that are not prescribed to me by my Treatment Provider and pre-approved by the Treatment Team. I will not possess synthetic, illegal or non-prescription drugs or alcohol, or illegal drug or alcohol paraphernalia. \_\_\_\_\_
10. I will not associate with people who use or possess synthetic, illegal or non-prescription drugs, nor will I be present while drugs, synthetic or traditional, or alcohol are being used by others that I am associating with. \_\_\_\_\_
11. I will sign all necessary authorizations to release information. I understand that information about my treatment plan, compliance, progress, and results of alcohol and drug tests may be communicated orally, in writing, and by electronic mail. I understand that releases will expire upon graduation or termination whichever occurs sooner. I will not revoke a current release or fail to execute a new release while participating in the WCDDT. I understand that if I revoke a release or fail to sign a release this may be a ground for termination from the WCDDT. \_\_\_\_\_
12. I agree that if a competency or mental health evaluation has been conducted by the court, the Treatment Team may review the evaluations for the purpose of determining a treatment plan. \_\_\_\_\_
13. I understand for purposes of study, review, or evaluation some otherwise confidential information may be disclosed to third parties. Under no circumstances will researchers disclose my name or other identifying information. \_\_\_\_\_
14. I agree to observed, scheduled and random alcohol and drug testing as part of my treatment plan. I agree that the results of alcohol and drug testing are considered accurate and I waive my right to challenge the test results in any court proceeding. \_\_\_\_\_
15. I agree to the use of electronic monitoring to determine if I have consumed any alcohol and to monitor my whereabouts. \_\_\_\_\_
16. I will not use another person's urine, alter mine for my alcohol/drug tests, or give another participant my urine. If I am caught engaging in this behavior, the test will be considered positive and may lead to discharge from the WCDDT. The test will also be considered positive if I am unable to produce a sample, fail to show up for my test, or if the test shows that the sample is diluted. I also understand that I may not use any device which would substitute another person's urine for my urine. \_\_\_\_\_
17. I understand that the result of any drug tests will not be used against me to bring new criminal charges, but may be used to modify my treatment plan, or for the Treatment Team to issue incentives and sanctions as a response to my behavior. \_\_\_\_\_
18. a). I understand that the result of any alcohol tests can be used against me if the use of alcohol is also involved with other behavior which could be charged as a criminal offense. \_\_\_\_\_

- b). I understand that the result of any alcohol tests can be used against me by my probation officer who may file a VOP for my consumption of alcohol. \_\_\_\_\_
19. I understand that failure to follow any part of the treatment plan may result in a treatment response or sanctions. Examples of possible sanctions are attached to the Participant Handbook. \_\_\_\_\_
20. I understand that incentives are built into the WCDDTD program; incentives may be given for meeting my treatment plan goals. \_\_\_\_\_
21. I will notify the Treatment Team *prior to, or as soon as possible*, of a change of address, phone number, or other contact information *if the change was not planned*. \_\_\_\_\_
22. I will access available health care insurance, state or private, to offset the cost of treatment services and drug testing. I will immediately let my Case Manager know if my health insurance has lapsed, been terminated, or changed. \_\_\_\_\_
23. I agree that I will not act as a confidential informant or otherwise act as an agent for law enforcement in criminal investigations while I am participating in the WCDDTD. \_\_\_\_\_

**Failure to follow any of the conditions set out above may result in discharge from the WCDDTD program as described in the “Discharge from Treatment Court Protocol” and/or the filing of a VOP.**

I have read the above contract or had it read to me, and I understand all of its provisions. I am willing to enter into this agreement with the Windsor County DUI Treatment Docket, and do so by signing below:

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for Participant

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Deputy) State’s Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Treatment Court Judge

\_\_\_\_\_  
Date

\_\_\_\_\_  
Case Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Docket Coordinator

\_\_\_\_\_  
Date