



**406<sup>TH</sup>  
JUDICIAL DISTRICT ADULT DRUG COURT PROGRAM  
PARTICIPATION AGREEMENT**

**The State of Texas vs.** \_\_\_\_\_

Cause/Booking No(s):

Related Charge(s):


You have been admitted as a participant into the 406<sup>th</sup> Drug Court Program (“the program”). In this program you are under the supervision of the 406<sup>th</sup>, the Drug Court Committee (“the Committee”) and, if applicable, the community supervision officers assigned to the program. For some who have not been court ordered into the program, at first, the program is voluntary. If you agree to participate in and comply with every term of the program, initial each of the following paragraphs as you read them or as they are explained to you and sign and date at the end of the agreement. These terms are as follows:

- 1.) I agree to participate in the program in an effort to eliminate my use of any controlled substance or other dangerous drug, ***including alcohol***, and I understand that said participation may eventually include intensive outpatient treatment, detoxification, and/or residential treatment placement if the Court deems such measures as necessary for me. CLIENT INITIALS\_\_\_\_\_
  
- 2.) I will report, in person, as directed and follow any instructions of my case manager and community supervision officer, if applicable. CLIENT INITIALS\_\_\_\_\_
  
- 3.) My home address is \_\_\_\_\_, in Webb County, Texas and I am presently (employed) (unemployed). If I do not have a home address, a description of where I may most frequently be found is required on the line above. If I intend to change my address I will appear in person at the program’s office and provide such notice of my move date and my new address in writing to my case manager or the director not later than seven days before the intended

change; if the change is unintended, I will appear at the program's office on the first business day after the change and provide written notice of my new address and a reason for the unintended nature of my move. I further understand that if I plan to move outside of Webb County I must first get permission from the Court to do so. The seven days is not a grace period but a deadline to report a new address in writing. Additionally, if an overnight temporary stay lasting past 2am occurs more than once a month, such location will also be considered an alternative address for you and must be reported to your case manager. CLIENT INITIALS\_\_\_\_\_

- 4.) My Phone No(s) and all internet addresses and identifiers and all other unique communication numbers or address are as follows:

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If I intend to change any of these internet addresses or numbers, I will appear in person at the program's office and provide such notice seven days before such changes are made and supply my case manager or the director not later than seven days before the intended change with my new information, and I will confirm the information the next business day after the change is complete; if the change is unintended, I will appear at the program's office on the first business day after the change and provide written notice of my new information and a reason for the unintended nature of my change. CLIENT INITIALS \_\_\_\_\_

- 5.) I will appear at all Court proceedings regardless if directed by the Judge or by any of its agents. Notice of my appearance date may be by phone or mailed to me at my above provided address, unless I have given written notice of a new home address in the manner described above, in which case I understand it will be mailed to the new address. If I do not appear in court as directed, I understand a warrant may be issued for my arrest.
- 6.) I will conduct myself in a manner that will not create a danger to myself or the community. I agree that I will not violate the laws of this state, or any other state of the United States, or any other subdivision of these jurisdictions during this period of deferment. I will notify by case manager or community supervision officer, if applicable, immediately if I am arrested by any law enforcement agency. I understand that should any such violations occur, the program may revoke this agreement. Any new felony or misdemeanor charge, especially ones involving a weapon or violent conduct, may result in termination from the program. CLIENT INITIALS\_\_\_\_\_
- 7.) I will abide by the terms and conditions of my Community Supervision/Pre-Trial Diversion, if any, and the program and agree to comply with any additional requirements as stated in the conditions

of community supervision or Pre-Trial Diversion, which ever apply to you, and those stated in the Participant Handbook and the Policies and procedures manual of the program. CLIENT INITIALS\_\_\_\_\_

- 8.) As a participant in the program, I will submit my person, property, vehicle, place of residence and personal effects to random searches for narcotics, drugs, alcohol or other contraband at any time, with or without a search warrant by a Community Supervision officer and/or a peace officer. As a participant in the program, I understand that I do not have nor will I be allowed to exert a right of refuse such searches. CLIENT INITIALS \_\_\_\_\_
- 9.) I understand my daily travel is limited to Webb County. I understand any travel beyond this county, out of state, or overnight must be approved and a travel permit issued by, my case manager, 72 hours prior to the event, and my community supervision officer, if applicable, must also approve and has signed off on such a permit.
- 10.) If I am not gainfully employed, upon entering Phase 2 of the program, I must actively seek employment that is not counterproductive to recovery. I especially will not seek out employment, or maintain such employment, if already employed at a business whose primary service is or includes serving alcoholic beverages such as liquor stores, bars, cantinas, night clubs and gentlemen’s clubs. I understand that the staff will make reasonable efforts to help me secure appropriate employment such as the Court ordering attendance in employment counseling, GED prep courses, further education as part of the program and/or any other job training or educational program deemed necessary by the Court. If I am on community supervision, I am required to obtain permission from my community supervision officer prior to changing employment. If I lose my job, I must notify my community supervision officer within 72 hours.
- 11.) I agree to pay fees up to \$\_1000.00\_\_\_\_\_ as directed by the Court or by a Community Supervision officer of the Court, to cover the cost of my participation in the program, of which \$50 are due within 30 days of admission into the program by money order to “the 406<sup>th</sup> Drug Court Program.” I also agree to restitution, if any, and fines arising from potential sanctions, in my charges in monthly installment installments as directed by the Court, which may or may not be postponed until Phase 2. Payments should be made at the Community Supervision Office, located at 1110 Victoria St., in Suite 102. I understand that unless I have completely paid all my programs fees, I may not be allowed to graduate. I further understand my failure to pay my fine, costs, restitution and/or supervision fees as directed by the Court may result in my account balance being submitted to a collection agency. CLIENT INITIALS\_\_\_\_\_
- 12.) I will abstain from the unlawful possession, use and sale of controlled substances and other dangerous drugs, and drug paraphernalia. ***I will not possess or consume alcoholic beverages.*** I will not consume poppy seeds or any food products containing poppy seeds. I will not consume

diet pills or any weight loss medications. I will not use salvia, morning glory seeds or any other mood altering or hallucinogenic substance.

- 13.) If I experience chronic pain requiring use of a prescription medication (opiate, narcotic and/or benzodiazepine medications), I am required to notify my physician of my present participation in a program for drug dependency and request an alternative non-narcotic, non-addictive medication within a week of receiving the prescriptions for such medicine. I also must disclose all presently prescribed medications to the program upon entering the program. I understand that I must immediately discontinue all narcotic and/or potentially addictive medications that have not been prescribed by a doctor, licensed by the State of Texas, who has knowledge of my addiction and this program. CLIENT INITIALS \_\_\_\_\_
- 14.) I will submit to random witnessed UA, chemical and/or other types of testing throughout the entirety of my participation in the program. I will be required to call the program every morning, seven days a week, including on holidays, to learn if I must report for testing. If a sample is not provided on the set day for a test, an automatic positive will be counted against me and I may lose all my sobriety days in the program which are counted and required for promotion and graduation and I may be sanctioned accordingly. CLIENT INITIALS \_\_\_\_\_
- 15.) I will show up for, cooperate with, participate in and complete all rehabilitative, medical, psychological and/or psychiatric diagnostic evaluations, examinations, assessments, tests, treatments, programs and/or counseling as directed by my case manager and/or community supervision officer, if applicable, or the Court, especially those designed to determine the extent and level of my involvement with chemical abuse or dependency. CLIENT INITIALS \_\_\_\_\_
- 16.) I agree to sign all releases necessary to further the treatment aims of the program, including but not limited to releases allowing the program to review all diagnostic and treatment information. CLIENT INITIALS \_\_\_\_\_
- 17.) I will show up for and participate in such cognitive skill building, educational, counseling, and/or treatment programs that I am directed to attend by the program, Community Supervision, if applicable, and/or by a treatment provider, which will facilitate crime-free behavior and a productive demeanor, including but not limited to following all treatment plans developed by your treatment provider. CLIENT INITIALS \_\_\_\_\_
- 18.) I will perform all hours of community service required of me during the phase the hours are required, and will perform all hours of community service assigned as a sanction.

- 19.) I will attend self-help meetings such as Alcoholics Anonymous (“AA”), Cocaine Anonymous (“CA”), Narcotics Anonymous (“NA”) meetings or an alternative to the same, and agree in writing to allow the program to receive information regarding my compliance;
- 20.) I will participate in the “Let’s All Rise to the Challenge” and the “Courts in School Programs” as directed by the Court. CLIENT INITIALS \_\_\_\_\_
- 21.) I will adopt a drug-free lifestyle, and make such social adjustments and changes as necessary to remain a drug-free and crime-free behavior. CLIENT INITIALS \_\_\_\_\_
- 22.) I will not knowingly supply false information to the program, the community supervision department, if applicable, nor the Court. CLIENT INITIALS \_\_\_\_\_
- 23.) I will support my dependents, if any, and assume all my legal obligations for them. CLIENT INITIALS \_\_\_\_\_
- 24.) I will avoid persons and places of disreputable or harmful character, including all persons, other than a family member of mine, who I know or have reason to know, are active members of a criminal street gang, are those that possess, sell or use controlled substances or other dangerous drugs or are those which have been convicted of a felony or drug offense before; and all places where controlled substances or other dangerous drugs are possessed, sold or used. Additionally, I will avoid a business whose primary service is or includes serving alcoholic beverages such as liquor stores, bars, cantinas, night clubs and gentlemen’s clubs. I understand that I may have to associate with recovering individuals who would fall under the above definition of possessing a disreputable or harmful character at the program’s office, the courthouse and at group treatment sessions, but I will immediately depart from such company when I exit such places. CLIENT INITIALS \_\_\_\_\_
- 25.) If I am under community supervision, I will not own, use and/or possess any firearms, items that closely resemble firearms, lethal weapons, explosives and/or ammunition. Hunting is prohibited. Firearms and/or lethal weapons are prohibited in my residence and/or property. CLIENT INITIALS \_\_\_\_\_
- 26.) I acknowledge that in order to recover from any form of drug and alcohol addiction, avoiding places where alcohol is sold is prudent to my recovery. CLIENTS INITIALS \_\_\_\_\_
- 27.) I acknowledge that I can be a customer at a restaurant or grocery store that sells alcohol but may not be in the bar area or liquor aisle, or within five feet of the bar, if no such designated area is marked off in such restaurants nor my I order, purchase, share nor receive any alcoholic beverage. CLIENTS INITIALS \_\_\_\_\_

28.) I understand that, no matter what the circumstance, I am not to drive any motor vehicle without a valid driver's license. I understand that if I am either witnessed by any member of the committee or Court staff or if I am charged with Driving under Suspension while I am participating in the program I will be terminated from the program. CLIENT INITIALS \_\_\_\_\_

29.) Other Special Conditions: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
CLIENT INITIALS \_\_\_\_\_

30.) I will fully participate in and successfully complete all of the phase requirements of this program as listed in the Participant Handbook and the policies and procedures manual.  
CLIENT INITIALS \_\_\_\_\_

31.) I understand if I do not follow or I choose to violate one or more of terms of this agreement, the Court can choose to impose sanctions rather than termination my involvement. I must abide by those sanctions as ordered by the judge, and if no timeframe is given in which to fulfill those sanctions they must be completed within two weeks, or I may be sanctioned further or terminated from the program. Additionally, in response to such violations, the Court may also revoke my bond and, when found, detain me on a court ordered warrant until such time the Court decides to reinstate my bond or I may be terminated from this program. Finally, in response to such violations, if I am in the program on a direct referral or on pre-trial diversion, the Webb County District Attorney's office may choose to then revoke this agreement, petition to lift my bond and prosecute the original charges levied against me. CLIENT INITIALS \_\_\_\_\_

32.) In addition, I understand that if I fail to contact the program for 14 consecutive days, I will be placed on absconder status, which may result in my arrest and unsuccessful termination from the program, and if I do not report to a termination hearing, I may be automatically terminated from the program without an additional hearing date. CLIENT INITIALS \_\_\_\_\_

33.) If I have not been court ordered into the program, I understand that I have a 14-day opt out period after admission into the program where I can choose to withdraw from the program without the need of a termination hearing. If I choose to opt out, I understand that any fees already paid to the program would then be forfeited and I would be returned back to the regular criminal court system where prosecution may proceed against me. CLIENT INITIALS \_\_\_\_\_

34.) I understand that while I am in the program the criminal charges pending against me will be stayed. The charges against me listed above will not be presented to a grand jury for an indictment, or they have already been indicted, they will be reset for non-trial settings as long as I am in

compliance with the program. And since this stay is to my benefit, I waive any rights I may have to a speedy trial in the above listed charges or to have an indictment returned by a grand jury on my charges within the time limits established under Article 17.151 Texas Code of Criminal Procedure, the Texas or United States Constitution, or any other statute. CLIENT INITIALS \_\_\_\_\_

35.) Should I successfully complete and graduate from the program, if the charges pending against me have not resulted in a conviction, the Webb County District Attorney's Office will file a **Motion to Dismiss** if a cause number is listed above; or will agree to Not Accept those charges For Prosecution, if a booking number is listed above. If I am currently under community supervision or deferred adjudication the Webb County District Attorney's Office will move to have my supervision **Terminated Early** and agree to close my case as "Successfully Completing Probation." However, I understand that if I have been convicted of a DWI charge or certain other charges based off of intoxication, sexual abuse or a repeated drug-free zone finding the above offer is **non-applicable**. CLIENT INITIALS \_\_\_\_\_

36.) In consideration of the opportunity to participate in the program, I agree to release, waive, discharge, and not sue Webb County, its officers, employees and servants, including but not limited to the Webb County District Courts and the program's staff and volunteers from all claims, demands or causes of action of any kind whatsoever arising out of my participation in the program. This agreement does not create a warranty, either expressed or implied, other than what is stated within its terms. CLIENT INITIALS \_\_\_\_\_

I have read or had read to me the above conditions of the program and I fully understand them and agree to follow them. I fully understand the penalties involved should I, in any manner, violate them.

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*Defendant Signature*

Date

I hereby certify that I am the attorney of record for the above-named defendant, and I have explained to my client his/her rights and that he/she freely and knowingly executed the foregoing. I have no reason to believe that my client is incapable of understanding the terms and conditions of this agreement.

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*Defendant Attorney*

Date

I agree to extend the above benefits to the above-referenced defendant for so long as Defendant is in compliance with the above terms and conditions.

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*Assistant District Attorney for Drug Court Program*

Date

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*Presiding Judge*

Date

**YOU ARE COURT ORDERED TO ATTEND COURT EVERY WEEK UNTIL FURTHER NOTICE FROM THE COURT.**