

- f. _____ I agree not to associate with persons who possess, sell, or use narcotic drugs, marijuana, or controlled substances; and to not associate with persons who have been convicted of a felony.
- g. _____ I will report any and all medications prescribed to me to the court.
- h. _____ I will never enter, remain or be present on the premises of a licensed alcoholic beverage vender except where the business's primary operation is a grocer, restaurant, or for employment obligations.
- i. _____ I agree to attend all meetings with rehabilitative treatment providers including the Veterans Administration, following all treatment guidelines, rules and instructions, and as required providing verification of my attendance to the VTC team and Community Supervision Officer.
- j. _____ I agree to remain suitably employed as far as possible. Should I become unemployed during the term of this contract, I will register with the Texas Workforce Commission.
- k. _____ I agree to permit the Community Supervision Officer and VTC team members to visit me at my home, place of employment, residence and/or elsewhere and answer any and all questions.
- l. _____ I understand that I will have at least two (2) required home visits by VTC staff. Once within the first 45 days of program entry, and once just prior to, and as a requirement for promotion to Phase 3. These visits allow the court to confirm your current home address, living situation, compliance with court directions, and ensure that the court knows where and how to get to your home in case of emergency to provide assistance to you and/or your family.
- m. _____ I agree to notify the Community Supervision Officer and VTC Program Manager/Coordinator within twenty-four hours of any law enforcement contact, or after any questioning or charge violating any law, stating the offense charged and the jurisdiction where the charge is filed.
- n. _____ I agree to notify the Community Supervision Officer and VTC Program Manager/Coordinator within twenty-four hours of any change in residence, stating the address of my new residence.
- o. _____ I agree not to relocate outside of _____ County, Texas without written permission of the Veterans Treatment Court Team and Community Supervision Officer. Furthermore, I may not be outside my County of residence more than twenty-four hours without written permission from the Community Supervision Officer.
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- p. _____ I agree to submit to drug and alcohol evaluation/rehabilitation up to and including inpatient treatment at the direction of the VTC Team and Community Supervision Officer, and to participate in such treatment until satisfactorily discharged from the program and pay all costs.
- q. _____ I agree to submit to urine/blood/breath/saliva and/or hair analysis, for the detection of illegal drugs, prescription medications and/or alcohol at the direction of the VTC and/or the Community Supervision Officer, paying any required fees to the CSCD including but not limited to an initial \$25.00 fee.
- r. _____ I agree to complete TBD hours of community service for an organization approved by the VTC judge and designated by the CSCD if required by the court as a sanction because of my non-compliance with court directions.
- s. _____ I agree to complete a Community Project of my own choosing (with court approval) during my VTC enrollment. I will choose a project based on my interests and abilities that will benefit my local

community and report the intended project in court during Phase 1 of my enrollment. The Project will be completed, verified, and reported in court during Phase 2/3 prior to my graduation. The report will include:

- 1) What I chose to do and why
- 2) The effect/benefit to the community
- 3) What I got out of the project and how it benefitted me

Project examples could be: volunteering at a VFW or Soldier's Home, teaching a class to Boy Scouts/high school students, cleaning a local park, etc.

t. _____ I agree to install a Texas Department of Public Safety approved Deep Lung Device on the motor vehicle I most regularly operate, for a period of _____ months, paying all costs incurred and to never operate a motor vehicle without such device if so ordered by the court. I agree to the use of any device for the purpose of the detection of alcohol in my system following all rules and paying all costs.

u. _____ I understand that my acceptance and entrance into the VTC program based on false information that I provide is grounds for removal.

v. _____ I understand I may be required to install a SCRAM or Soberlink substance use monitoring device at the start of my VTC program for a probationary period based on treatment evaluation and/or the nature of my offense as determined by the VTC Team.

w. _____ I agree to participate in any rehabilitative programs as directed by the VTC team and/or Community Supervision Officer paying all costs for the program until satisfactory completion providing verification of completion to the team.

3. Acknowledgment and Understanding:

a. I acknowledge that I have read and understand my responsibilities/conditions and listed duties.

b. I voluntarily agree to abide by each and every condition in this contract and all program rules as outlined in the VTC Agreement of Participation.

c. I understand my participation in the VTC Program is voluntary and I may remove myself from the program at any time without cause. I understand if I do not successfully complete the VTC Program or comply with the conditions of this agreement, the VTC may modify my treatment program or a hearing may be scheduled which may result in termination from the program resulting in a new sentencing hearing.

d. I hereby understand and agree, if I successfully complete the VTC Program per Health & Safety Code 617.001(b), the case filed against me will be dismissed and I will be able to file for an expunction upon the dismissal of the case.

e. After reviewing this contract, I voluntarily request entry into the VTC Program. I understand that entry into the program requires I plead guilty to my criminal offense.

Participant Date

Participant's Attorney Date

Assistant District Attorney Date

Judge Date



HAYS COUNTY VETERANS TREATMENT COURT

County Court at Law, No 2
712 S. Stagecoach Trl. #2292
San Marcos, TX 78666
512-878-6677

PARTICIPATION AGREEMENT

Participant: _____ DOB: _____ Cause: _____

If accepted for enrollment into the Hays County Veterans Treatment Court (VTC) program, I hereby agree to the following stipulations:

1. **Honesty:** I agree to be honest with the VTC Team, and I understand that information I disclose about the offense I am charged with committing and/or information about my mental health and/or my alcohol and drug use will not be used against me in future prosecutions or punishment hearings. I also understand that my acceptance into VTC based on false information that I provide is grounds for my immediate removal from the program.

2. **Strategic Action Plan:** I will attend, participate in, and complete all treatment and counseling ordered by the Judge as a condition of my bond, to include but not limited to detoxification, residential treatment, inpatient treatment, outpatient treatment, aftercare and relapse prevention treatment, counseling, support group attendance, cognitive behavioral classes, and any supplementary treatment, counseling or education considered essential to attaining goals listed on my action plan. I understand that depending upon my income, I may be responsible for some or all treatment costs.

3. **Abstinence from Alcohol and Drugs:** I agree that I will not possess and/or use alcohol and illegal drugs. I will use prescription medication only as prescribed for me by a physician. I further agree to inform any treating physician or dentist of my substance abuse dependency, and that I should not take any narcotic or addictive medications or drugs and should request non-narcotic alternatives. Furthermore, if a treating physician determines that narcotic or addictive medications or drugs are necessary, I must disclose this to my treatment provider(s) and Veterans Court case manager. The Veterans Court Team will determine my continued program participation. Before taking medication of any kind, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive and contain no alcohol. I will list any and all over the counter and prescription medication names to my treatment provider and probation officer prior to submitting to any drug or alcohol screens. I further agree to submit to frequent and random testing for the presence of alcohol and drugs as directed by the Judge, and to pay any required fees for testing.

4. **Disputing positive screening test results:** I understand that I may dispute positive test results, but that I will be responsible for payment in advance for the drug testing confirmation costs. If positive drug use is confirmed, the sanction will be more stringent than if I had been honest about having used alcohol or drugs.

5. **Commit No New Offenses:** I will not violate laws, and understand that any violation or arrest must be reported to the Judge within 48 hours. I understand that an arrest or citation for a criminal offense that occurs during the course of the program will be considered a violation of

program rules, and that the court need not await disposition of new criminal offenses before implementing sanctions on the case already pending in Veterans court.

6. **Make All Scheduled Appearances:** I will appear or report as scheduled to Veterans Court proceedings, hearings, treatment, counseling sessions and meetings with case manager(s). I will arrange for my own transportation and understand that lack of transportation is not an excuse for missing any scheduled event.

7. **Maintain Employment and/or Education:** I will maintain appropriate full time employment or full time status as a student, or will attend any education or job training programs to which I am referred. I will report any change in status to the Judge within 48 hours.

8. **Housing:** I will maintain stable housing considered appropriate by the Veterans Court Team for my recovery.

9. **Payment of Fees:** I agree to pay all Court ordered financial obligations.

10. **Field Visits:** I understand that Veterans Court case manager(s) and/or other Veterans Court personnel may conduct field visits to my residence, place of employment and other areas I may inhabit or frequent. I understand that as a program participant I may be subject to periodic home visits by court personnel which may be either be announced ahead of time or unannounced. For the purpose of home visits, I agree to waive any Fourth Amendment Search and Seizure claims, and I agree to cooperate fully with court personnel in the event that a home visit is conducted. I understand that failure to fully cooperate with a home visit will be considered a violation of program rules and will make me subject to potential sanctions.

11. **Appropriate Behavior:** I agree to respect the opinions and feelings of other program participants and understand that verbal or physical threats or abuse will not be tolerated.

12. **Respect for the Court:** I will use appropriate language in court, such as addressing the Judge by saying "Yes your Honor" and "No Your Honor." I will not lean on the court bench or use inappropriate language in court. I will not bring food, drinks, gum, tobacco or recording devices to court.

13. **Cellular Telephone or Pagers:** I agree to make sure that all cell phones and pagers are turned off while in Court, treatment, counseling, and meetings.

14. **Dress Code:** I understand and agree to dress appropriately for Court and for any meetings required while in the Veterans Court program.

15. **Disclosure of Program Information for Review:** I understand that, for the purposes of data collection or review of this program, some otherwise confidential information may be disclosed to third parties. Statistical information will not include my name, address or personal identifying information.

16. **Confidentiality of Veterans Court participation:** I understand that my enrollment in the Veterans Court Program will be a matter of public record, and that the Veterans Court proceedings are open to the public, and the rules of confidentiality do not apply there. I understand that the Veterans Court Team and other treatment providers will make reports to the Judge concerning my progress in treatment. I have signed a release of information to facilitate

this exchange of information. I agree to release information and permit communication with outside agencies to assist in fulfilling my requirements of the program. I will not disclose information regarding any other Veterans Court participants and agree to maintain their confidentiality.

17. Travel: I understand that I must notify court coordinators of my county/counties of residence and work upon entering the program. When travelling within Texas during the course of the program I will notify court personnel in advance of my travel plans, including the county/counties that I intend to be visiting. Before leaving the state or the country I understand that I am expected to notify court coordinators and my attorney, and that explicit permission of the court is required before leaving the state. I understand that the court must be informed of my destination, the length, and the purpose of my trip before engaging in interstate or international travel.

18. Statute of Limitations/Speedy Trial: I understand that by entering the Veterans court program I am waiving any future claims regarding speedy trial or statute of limitations issues on the case or cases under which I am being accepted into the court. I understand that I will not be permitted to raise objections pertaining to timeliness or speedy trial on cases which have remained pending pursuant to admission in the Veterans court program.

19. Sanctions: I understand that I must abide by the conditions ordered by the Judge of the Veterans Court including my individual treatment plan. Failure to comply may result in sanctions including, but not limited to, admonishment, verbal reports, written reports, increased drug/alcohol testing, increased treatment requirements, jail time or involuntary termination from the program.

Participant's Signature

Date

Judge's Signature

Date