



HAYS COUNTY VETERANS TREATMENT COURT

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

CAUSE NO. _____ **CR**

THE STATE OF TEXAS

§

IN THE

VS.

§

VETERANS TREATMENT COURT

§

HAYS COUNTY, TEXAS

PARTICIPANT CONTRACT

1. Rights and Agreements:

a. I understand I have the right to a speedy trial as provided by the Texas Code of Criminal Procedure, Article 1.05, and the 6th Amendment to the United States Constitution. I hereby agree to waive these rights so that I may participate in the Hays County Veterans Treatment Court (herein after referred to as VTC).

b. I hereby agree to waive my rights to expunction of Community Supervision and Corrections Department (herein after referred to as CSCD) and administrative records of the District Attorney’s office as provided by Article 55.01, Texas Code of Criminal Procedure as condition of my participation contract.

c. In accordance with the authority conferred by Chapter 617 of the Texas Health and Safety Code, I hereby agree to voluntarily participate in the VTC for a minimum of twelve (12) months.

d. I voluntarily agree to follow all guidelines as outlined in the VTC Agreement of Participation and to follow all conditions outlined in the Participation Contract and any relevant treatment and action plans developed by the VTC. Failure to satisfactorily complete the program could result in my termination and the case being returned to the Hays County Criminal District Attorney for further prosecution.

2. Participant Contract Conditions:

a. _____ I will commit no offense against the laws of this State, any other state, or the United States.

b. _____ I agree to notify the Community Supervision Officer (CSO) and VTC Program Manager (PM)/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.

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

d. _____ I agree to pay a monthly reimbursement (supervision) fee in the amount of \$60.00 beginning this month and each month thereafter to the CSCD. The 1st payment of \$85.00 is due in advance by Money Order prior to entering VTC and includes a one-time \$25.00 drug testing fee. I

understand that all court, restitution, probation and program associated therapist and required training fees that I owe must be paid prior to my graduation from VTC.

e. _____I agree to report to the VTC in person or via remote video/audio as directed by VTC staff and the CSCD.

f. _____I agree to avoid injurious and vicious habits, specifically, never use alcoholic beverages, non-medically prescribed medications or drugs, controlled substances or any substance or chemical capable of or calculated to cause intoxication, and never to become intoxicated.

g. _____I agree to avoid places where narcotic drugs, marijuana and controlled substances are present, sold or used, and where alcoholic beverages are sold, except for bona fide eating places and will not associate with persons who possess, sell, or use narcotic drugs, marijuana, or controlled substances. I will never enter, remain or be present on the premises of a licensed alcoholic beverage vendor except where the business's primary operation is a grocer, restaurant, or for VTC approved employment.

h. _____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.

i. _____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.

j. _____I agree to permit the CSO and VTC team members to visit me at my home, place of employment, residence and/or elsewhere and answer all questions.

k. _____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 or after promotion to Phase 3. Home visits will also be required as soon as possible after changing my residence. These visits confirm my current home address, living situation, compliance with court directives, and ensure that the VTC knows where and how to get to my home in case of emergency to provide assistance to me and/or my family.

l. _____I agree to notify the CSO and VTC PM/Coordinator as soon as possible of my intent to change address prior to doing so and again within twenty-four hours of any actual change in residence and provide the address location.

m. _____I agree not to relocate outside of my county of residence without explicit permission of the VTC Team and CSO. Furthermore, I may not be outside my county of residence more than twenty-four hours without explicit permission from the VTC Judge through the CSO and VTC PM/Coordinator. The following counties (if listed) are approved for regular travel to and through without further notice unless instructed otherwise by VTC staff:

n. _____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 team and/or CSO, paying any required fees to the CSCD including but not limited to an initial \$25.00 fee.

o. _____I will report any medications prescribed to me to the court and take said medication as prescribed.

p. _____ I agree to complete community service hours, time TBD, for an organization approved by the VTC Judge and designated by the CSCD as directed or if required as a sanction because of non-compliance with program directives.

q. _____ I agree to choose (with court approval), and complete a community service project prior to my graduation. 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:

What I chose to do and why, the effect/benefit to the community, and what benefit I got out of the project. Project examples include volunteering at a VFW or Soldier's Home, teaching a specialized class to youth, cleaning a local park, assisting a local Food Bank, etc.

r. _____ I agree to install a TX DPS approved Deep Lung Device on the motor vehicle I most regularly operate, for a period of time TBD and as directed by the VTC, paying all costs incurred and to never operate a motor vehicle without such device if so ordered by the court.

s. _____ I understand I will be required to install a Drug Patch, SCRAM ankle monitor and/or alcohol detecting breath-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. I also understand that I may be ordered to install any of the same devices at any time after the probationary period based on my program compliance, need for assistance with sobriety, and as directed by the VTC Judge. I agree to follow all rules of use of these devices and agree to pay all costs if required or ordered.

t. _____ I understand that a comprehensive action plan will be developed with my input by the VTC team. This plan is designed to address the reason(s) for my referring charge(s), designate needed substance abuse, mental health and other related treatment and education identified through assessment, protect public safety, and prevent future involvement with the justice system.

u. _____ I agree to participate in and complete any rehabilitative programs as directed by the VTC team. I will submit to, participate and engage in all behavioral health, and drug and alcohol treatment and education programs up to and including residential treatment at the direction of the VTC Team and CSO until satisfactorily discharged from the respective program or therapy. I will provide verification of program completion as needed, and pay any costs if required.

v. _____ I agree to attend all meetings with rehabilitative treatment providers including the Veterans Administration, following all treatment guidelines, rules and instructions as required and provide verification of my attendance to the VTC team and CSO.

w. _____ I understand that if I fail to appear for a scheduled treatment appointment without prior arrangements being made with the provider I will be charged and responsible for paying the provider's appointment "No-Show" fee.

x. _____ I will complete a VTC Panel meeting prior to or at the time of promotion to Phase 3. This Panel will include the VTC PM, Case Manager, and CSO at a minimum and will review progress and planning for successful program graduation. This meeting may coincide with or be replaced by the VTC Team meeting described in Item z below.

y. _____I will complete a Relapse/Recidivism Prevention Plan with my designated treatment provider and present the completed plan to the VTC team as directed. This plan is a requirement for graduation and must be presented as many times as necessary to the satisfaction of the VTC Team.

z. _____I will attend, in person or remotely, a minimum of two (2) VTC team meetings with staff at or near promotion to Phase 3 (program midpoint) and prior to Graduation. These meetings are to review progress and planning for program success, aftercare and to present the Relapse/Recidivism Prevention Plan required for graduation. The VTC Team may require me to attend other meetings as necessary for intervention.

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(s) and that said guilty plea would apply to any future hearings if I do not successfully graduate from the VTC Program.

_____	_____	_____	_____
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. I understand that I am responsible for paying “No-Show” fees to treatment providers should I fail to appear for a scheduled appointment without making prior arrangements with the provider according to the provider’s policy for rescheduling or cancelling appointments.

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