



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 Rehabilitative Treatment Plan. Failure to satisfactorily complete the program could result in my 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 report as directed in person to the VTC and the CSCD.

c. _____ I agree to pay a supervision fee in the amount of \$60.00 per month 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.

d. _____ 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.

e. _____ I agree to avoid persons or places of disreputable or harmful character including 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.

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 VTC approved employment.

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 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.

k. ____ 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.

l. ____ 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.

m. ____ 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.

n. ____ 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.

o. ____ 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.

p. ____ 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.

q. ____ 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.

r. ____ 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.

s. ____ 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.

t. _____ 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:

What I chose to do and why, the effect/benefit to the community, and 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.

u. _____ 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.

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

w. _____ 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.

x. _____ 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 completed 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