



**KENTUCKY SPECIALTY COURT
AGREEMENT OF PARTICIPATION**

_____ District/Circuit Court
Criminal Branch
_____ Division
Specialty Court

Name: _____ ID Number _____ DOB _____

I, _____ as a participant in Specialty Court, agree to comply with all terms and conditions of this Agreement of Participation. This Agreement of Participation shall continue in force and effect from its effective date until my release after completion of all requirements of Specialty Court or until I am otherwise terminated or discharged.

I. GENERAL AGREEMENT OF PARTICIPATION

1. Drug Treatment or Counseling: I agree to attend Specialty Court treatment and participate in group, family, or individual counseling as directed by Specialty Court. _____

2. Program Related Costs: I understand that no fees will be imposed for my participation in Specialty Court. I agree, however, to be responsible for payment of court ordered fines, fees, restitution and costs associated with my treatment, drug test confirmations, or other required services. _____

3. Violations of the Law: I agree not to violate any state or federal laws and I agree to report any violations or arrest to Specialty Court staff within 12 hours. _____

4. Informants/Disclosure of Information: I agree that I shall not act as an informant while participating in Specialty Court. I understand that an informant is an undisclosed person who confidentially volunteers material information of law violations of third persons to law enforcement or to others for use by law enforcement. I further agree to notify Specialty Court staff in the event I am asked to be an informant while participating in Specialty Court. I also understand that I will not be required or asked to disclose information on any third parties, including other Specialty Court participants, as a condition of entry or continued participation in Specialty Court. _____

5. Confidentiality: I understand that Specialty Court participation is confidential and I agree not to disclose any information about other Specialty Court participants including, but not limited to, the identity of any participant. I agree that members of the Specialty Court team may share information concerning my treatment and participation in Specialty Court with one another and with outside agencies involved in my treatment. I acknowledge that the counselor/client and psychotherapist/patient privileges do not apply. _____

I understand that the confidentiality of alcohol and drug abuse participant records maintained by Specialty Court is protected by federal law and regulations. I further understand that generally, the Specialty Court may not disclose to a person outside Specialty Court that a participant attends Specialty Court, or disclose any information identifying a participant as an alcohol or drug abuser unless: the participant consents in writing; the disclosure is between Specialty Court personnel; no patient-identifying information is provided; the disclosure is made to medical personnel in a medical emergency, or to qualified personnel for research/audit/program evaluation, or to outside organizations that provide services to the Specialty Court program or participant; the disclosure is made pursuant to court order; the disclosure is about a crime committed or threatened to be committed by a participant either on program premises or against program personnel; or, the disclosure is about suspected child abuse or neglect. I understand that a violation of the federal law and regulations by a program is a crime and may be reported to appropriate authorities. _____

I further understand that in accordance with federal confidentiality laws and regulations, the Specialty Court program will comply with: KRS 620.030 requiring the reporting of a child who is dependent, neglected, or abused; KRS 209.030 requiring the reporting of an adult who has suffered abuse, neglect, or exploitation; and, KRS 209A.100 or 209A.110 requiring the reporting by a professional as defined in KRS 209A.020 of an adult who has suffered abuse or neglect inflicted by a spouse. Federal law and regulations do not protect any information about suspected child abuse or neglect from being reported under state law to appropriate state or local authorities.

6. Future Court Proceedings: I understand that any statements or disclosures I make during the course of my participation in treatment, counseling, or court proceedings related to continued addictive behavior, as well as information learned as a result of such statements or disclosures, shall be inadmissible as evidence against me for the purpose of obtaining new criminal charges. I also understand, however, that such information may be used for the purpose of determining appropriate sanctions if said disclosures or admissions are in violation of Specialty Court rules. I further understand, if I am terminated or discharged from Specialty Court, that the results of any testing, the reason for my termination or discharge, and any statements related to continued addictive behavior I made during the course of Specialty Court shall not be used to file new criminal charges, with the exception of probation violation charges on the original offense.

I understand that in the event I am terminated from Specialty Court, further criminal court proceedings on the underlying charges (the charges associated with my entry into Specialty Court) may be conducted as a result of my termination. I authorize and agree that in the event of my termination, Specialty Court staff may disclose information to the court via testimony or requested records regarding my termination from Specialty Court, including any relevant reasons for the termination, but only for use at any such resulting criminal court proceedings.

7. Scheduled Appearances: I agree to appear as scheduled for all Specialty Court sessions and for all other appointments related to Specialty Court. I also agree to be responsible for my own transportation to all Specialty Court sessions and appointments.

8. Housing: I agree to obtain and maintain stable housing approved by Specialty Court and to allow Specialty Court and law enforcement officers and/or probation officers to conduct home visits at any time, with or without notice.

9. Employment, Education, and Job Training: I agree to maintain employment approved by Specialty Court and attend any education or job training programs to which I am referred. I agree to inform Specialty Court regarding any change in employment status.

10. Site Visits: I understand that site visits to my home and to my place of employment will be conducted by Specialty Court and/or law enforcement authorities, with or without notice, and I agree to fully cooperate with these visits.

11. Curfew: I agree to abide by the curfew set by Specialty Court and I understand that my failure to abide by the curfew may result in sanctions.

12. Appropriate Behavior Among Participants: I agree to respect the opinions and feelings of other Specialty Court participants and not to make verbal or physical threats of abuse toward Specialty Court staff or other participants. I understand that my failure to engage in appropriate behavior may result in a variety of sanctions, including termination.

13. Voluntary Termination: I understand that I may petition Specialty Court to terminate my participation from this program at any time. I further understand that if the Specialty Court determines that my termination request is knowingly and voluntarily made, the Specialty Court judge may grant my request and terminate me from the program and my case will be docketed on a criminal motion hour for further proceedings before the appropriate circuit or district court. _____

14. Sanctions: I understand that failure to abide by the conditions and rules of Specialty Court, including my individual program plan, may result in sanctions and/or an increased level of treatment. These sanctions include, but are not limited to: admonishments from the Specialty Court judge, community service, increased program requirements, home incarceration, imprisonment in a detention facility, and termination from Specialty Court. _____

15. Community Service: I understand that I may be required to perform community service as a component of my participation in Specialty Court. I understand that my engagement in community service activities shall not be deemed employment for any purpose, and I shall not be deemed an employee or agent of any entity for which I perform community service as a component of my participation in Specialty Court. I understand that neither Kentucky Specialty Court nor the Administrative Office of the Courts will be liable for accidents, or medical health, or other costs I may incur while engaged in community service, and that accordingly I will be responsible for all such costs and expenses associated with any injury I may suffer as the result of an accident. _____

II. URINE DRUG SCREENING AGREEMENT OF PARTICIPATION

16. Possession or Use of Drugs:

- a) I agree not to possess or use alcohol or any other form of drugs, any type of synthetic/designer drugs or ingredients, including but not limited to, herbal compounds used in the making of synthetic/designer drugs or supplements that may result in mood/cognitive alterations. When medications are prescribed by a physician, I agree to notify Specialty Court **prior** to filling said prescription.
- b) I agree not to be in environments where drugs are used, possessed, manufactured or sold.
- c) I agree not to ingest poppy seeds and understand that if there is a positive test, poppy seeds will not be accepted as a defense and applicable sanctions will be enforced. _____

17. Medical Issues:

- a) I agree to seek medical attention when appropriate and to use the Specialty Court medical verification forms. I agree to report all prescribed medications to Specialty Court staff prior to filling the prescriptions and agree that such medications will be taken in accordance with such prescriptions. I further agree, upon the request of Specialty Court, to take any action or execute any documents, authorizations and releases necessary to allow Specialty Court to obtain any information necessary from any health provider.
- b) I agree to disclose the intended use of any over the counter medications to Specialty Court prior to obtaining and/or ingesting them. I further agree not to ingest any over the counter substances (i.e. mouthwash, cough syrup, etc) containing alcohol. _____

18. Drug Testing Process:

- a) I agree to submit to frequent and random drug screens upon the request of Specialty Court. I understand that a copy of the instant or lab drug test results shall be prima facie evidence of the test's validity and content (the drug test results are enough evidence to prove the use of drugs without needing any other proof) and that any chain of custody or confidentiality claims to the test are to be waived.

- b) I agree and understand that drug tests performed by facilities or individuals other than the Kentucky Specialty Court drug testing contracted vendor, staff, or team will not be admissible in Specialty Court proceedings.
- c) I agree to access the drug testing notification system daily and to be present at the designated testing location during the designated testing hours when randomly selected to do so.
- d) I agree that I must produce a valid picture ID in order to be allowed to test.
- e) I agree to adhere to the following collection protocol:
 - 1. I agree to remove any coats and/or heavy garments and empty all contents from my pockets prior to entering the collection area.
 - 2. I agree that a collection technician of the same gender will accompany me into the collection room.
 - 3. I agree to wash my hands before providing a specimen.
 - 4. I agree to shift my clothing, raising shirts/undershirts above the navel, rolling up long-sleeves above the elbow, and lowering pants and undergarments to mid-thigh. Clothes must be left in place until collection is completed.
 - 5. Before receiving the specimen cup, I agree to start voiding then stop voiding. The collector will then provide a specimen cup.
 - 6. I agree to ensure the collection technician has an unobstructed view of urine flowing from my urethra into the collection cup.
- f) I agree to provide at least 30 ml of urine. If I cannot provide the required amount of urine in the time allotted, I understand this will be considered an infraction subject to program consequences.
- g) I understand that ingestion of excessive amounts of fluids can result in a diluted urine sample, and I understand that my urine sample will be tested to ensure the sample is not diluted. I understand that if I produce a diluted urine sample, it may be considered as a positive test for alcohol or other drugs and that I may be subject to program consequences.
- h) I understand that tampering with or adulterating drug screens is a criminal offense in Kentucky and may result in sanctions and/or criminal charges. _____

19. Sanctions: I understand that failure to abide by the terms and protocols stated herein may result in sanctions and/or an increased level of treatment. These sanctions include, but are not limited to: admonishments from the Specialty Court judge, community service, increased program requirements, home incarceration, imprisonment in a detention facility, and termination from Specialty Court. _____

I HAVE READ OR HAVE HAD READ TO ME THIS AGREEMENT OF PARTICIPATION, AND UNDERSTAND ALL OF ITS TERMS, CONDITIONS, AGREEMENTS, AND WAIVERS. I EXPRESSLY AGREE, FREELY AND VOLUNTARILY, TO ACCEPT AND ABIDE BY ALL THE TERMS AND CONDITIONS HEREIN, AND OFFER MY SIGNATURE BELOW IN SUPPORT OF MY REQUEST TO ENTER SPECIALTY COURT.

_____, 2_____
Date

Defendant/Participant

_____, 2_____
Date

Specialty Court Staff