

IN THE CIRCUIT COURT FOR ST. MARY'S COUNTY

IN THE MATTER OF

*

State of Maryland

* C-18-CR-

v.

*

ADULT RECOVERY COURT PARTICIPANT AGREEMENT

Initial 1) This agreement between the Defendant, State's Attorney's Office and the Court is conditioned upon the defendant's eligibility for the Adult Recovery Court (SARC) Program. If at any time after the execution of this agreement and in any phase of the SARC Program, the defendant is terminated from the program, the defendant will be subject to be sentenced in accordance with item #27 as outlined below.

Initial 2) The defendant agrees to:

- a. Enter a guilty plea as part of a negotiated written plea agreement or admit to a violation of probation;
- b. Waive the right to a speedy trial;
- c. Waive the right to a preliminary hearing;
- d. Comply with the rules, terms and conditions of the Participants Handbook.

Initial 3) The defendant understands that participation in the SARC involves a minimum commitment of 12-18 months and possibly longer if circumstances warrant.

Initial 4) The defendant understands that during the entire course of the SARC Program, he/she testing, remain clean, sober and law abiding and comply with all supervision requirements. The defendant understands he/she may be responsible to contribute to fees associated with treatment, urinalysis or alcohol monitoring- (SCRAM bracelet).

Initial 5) The defendant understands that sanctions may include, but are not limited to: warnings and admonishments from the bench, extension of program phases, writing an essay, increased frequency of court appearances, increased frequency of drug testing, curfew restrictions, community service, increased community supervision, escalating periods of jail confinement and ultimately, termination from the SARC program.

Initial 6) The defendant understands that he/she will be tested for the presence of alcohol and other drugs, including cannabis (THC) in his/her system on a random and scheduled basis according to procedures established by the SARC team and/or treatment provider, case manager, or DPP agent. He/she understands that he/she will be given a location and time to report for testing. He/she understands that it is his/her responsibility to report to the assigned location at the time given for the test. He/she understands that if he/she is late for a test, misses a test or submits a diluted or adulterated sample it will be considered as a positive and sanctions will be imposed.

Initial 7) The defendant understands that substituting, altering or trying in any way to change his/her body fluids for purposes of testing may be grounds for immediate termination from SARC and may result in criminal charges.

Initial 8) The defendant agrees to not possess alcohol, cannabis, or illicit drugs or drug paraphernalia. He/she will not associate with people who use or possess illicit drugs, nor will he/she be present while others use drugs or alcohol, including cannabis.

Initial 9) The defendant agrees to be drug/alcohol tested at any time by a police officer, probation officer, treatment provider, or at the request of the court and any agency of the SARC.

Initial 10) The defendant understands he/she may not participate in SARC if he/she is a gang member.

Initial 11) The defendant agrees he/she will not leave any treatment program without prior approval of his/her treatment provider or case manager and the SARC team.

Initial 12) The defendant understands that his/her individual course of treatment may include inpatient treatment, mental health treatment, education, vocational/employment training, self-help groups as directed, and/or self-improvement courses such as anger management, parenting, and/or relationship counseling.

Initial 13) The defendant understands that within the time frame directed by the SARC team, he/she will seek employment, job training and/or further education as approved by the SARC team, and that failure to do so may result in sanctions or termination.

Initial 14) The defendant understands that he/she must immediately report the use of any prescribed medications while in the program. Certain narcotic medications though prescribed by a doctor, may impact progress in the program or cause SARC termination, this includes medical cannabis. He/she agrees that in consultation with and concurrence of his/her doctor he/she will seek non- addictive medications and pain management therapy when available. He/she also understands that he/she is restricted from taking any over the counter medications that contain alcohol.

Initial 15) The defendant agrees to execute the Consent for Disclosure of Confidential Substance Abuse Information. He/she understands that any information obtained from this release will be kept apart from his/her Court file.

Initial 16) For the purposes of regular SARC review hearings and staffings, the defendant allows the disclosure of his/her drug/alcohol test results and treatment compliance reports and understands this information may be discussed in open court proceedings.

Initial 17) The defendant understands that his/her failure to successfully complete and graduate from the SARC program will result in the commencement of sentencing proceedings without trial as per the sentencing agreement. He/she understands that failure to complete SARC will not be a basis for withdrawing any previously entered guilty plea. The defendant understands that completion of the program does not occur until sentencing, even though graduation may occur on an earlier date. Therefore, should the defendant violate any of the rules and requirements of the program, including testing positive for alcohol, cannabis (THC) and/or illicit substances, or incurring new charges, the defendant will be considered

to have not successfully completed the program for purpose of the sentencing provisions.

Initial
18) The defendant understands that periods of incarceration may be used as a sanction for violations of the requirements of the program.

Initial
19) The defendant agrees to sign consents to authorize his/her treatment provider and any physicians or mental health providers to share relevant information concerning their care of him/her.

Initial
20) The defendant agrees to provide his/her current address and phone number, update it as needed and respond to his/her case manager in a timely manner when contacted.

Initial
21) The defendant acknowledges that he/she has received, read and understands the Participants Handbook.

Initial
22. The Defendant consents that the SARC Judge may initiate permit and consider ex parte communications in conformance with the established protocols for the operation of the SARC program.

Initial
23. The Defendant is encouraged to consult with counsel before entering the SARC. The Defendant has a right to have retained or appointed counsel present at all hearings. If SARC Staff is recommending a sanction involving jail or termination from the program, the Defendant is entitled to notice, an opportunity to be heard and representation by retained or appointed counsel. The Public Defender's Office represents all SARC participants upon entering the program, and is part of the SARC team, is present for all team meetings and court hearings and may be utilized by the participant in any sanction hearing. If SARC Staff is recommending a sanction not involving jail or termination, it is unlikely that postponements would be granted for the Defendant to obtain counsel.

Initial
24. The Defendant understands that if a termination petition is filed, he/she will be granted a hearing in accordance with Maryland law.

Initial
25. The defendant understands he/she is waiving earned compliance credits (if applicable): Pursuant to the Annotated Code of Maryland, Correctional Services Article Sec. 6-117, a person who is on supervised probation may earn a twenty (20) day reduction of the period of active, supervised probation for every month that a probationer:

- a. has no new arrests,
- b. has not violated the conditions of a no contact order,
- c. is current on the payment of all court ordered restitution, costs, fines and/or fees,
- d. is current on completing all conditions of supervision

These credits may be awarded back to the defendant by the court if the defendant's behavior and compliance in the program supports awarding the credits back.

A person on supervised probation may consent to remain on active, supervised probation even if that probationer earns enough compliance credits to be transferred to abatement status. If a probationer waives his/her right to be transferred to abatement status while in SARC, that probationer remains on active, supervised probation until he/she graduates successfully from SARC, the probationary period imposed by the court expires, or a violation of probation is filed. By signing this agreement, the defendant is waiving his/her

right to earn compliance credits and is waiving his/her right to have his/her probation transferred to abatement status. The defendant is agreeing to have his/her probation remain in active status unless or until he/she graduates from SARC, his/her probation expires or his/her probation is violated.

Initial **26. The defendant understands he/she will be under Parole and Probation Pretrial supervision and subject to any applicable fees.**

Initial **27. All parties agree that if the defendant does successfully complete the SARC program requirements, obey all laws and graduates from the program, then the State's Attorney at sentencing will recommend a sentence consistent with the negotiated sentencing agreement as outlined below. The defendant agrees and understands that if he/she does not successfully complete the program and fail to graduate or are convicted of new offenses while in the program, then he/she will be sentenced and subject to active incarceration within the confines of the agreement below.**

The defendant is pleading guilty/admitting violations of probations in the below cases.

DEFENDANT ADMITS VIOLATION OF PROBATION IN _____

DEFENDANT PLEADS GUILTY IN _____

SENTENCE RECOMMENDATION:

If the Defendant successfully completes the SARC program as outlined above, the State agrees to

In the event the Defendant does not successfully complete the SARC program as outlined in paragraph 27 above, the Defendant

Defendant	Date	State's Attorney	Date
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Defense Counsel	Date	Judge	Date
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