**IN THE SUPERIOR COURT OF NEWTON COUNTY**

**STATE OF GEORGIA**

STATE OF GEORGIA )

) CASE NO. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

vs ) CHARGE(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

)

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )

Defendant ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Resource Court Consent Order

**You are voluntarily entering the Resource Court. Please read the terms of this agreement carefully, and initial each term of the contract, sign and date the agreement.**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, understand that I have been permitted, as a (part of my sentence) (condition of bond) in the above-captioned matter, to participate in the Resource Court, and that I must fully comply with the treatment recommendations, supervision guidelines, and other court orders set forth. I also understand that if I fail to comply with said treatment and/or court orders, such violations may subject me to sanctions and/or termination from the Resource Court program.

1. \_\_\_\_\_\_ While participating in the Newton County Resource Court, I am under the jurisdiction of the Court, which holds discretion in revoking all or any portion of the probation time in my case, if applicable.

2. \_\_\_\_\_\_ I will attend all mandated Resource Court sessions. I understand that at the beginning of my participation, unless I have been excused by written order, this may entail weekly reporting.

3. \_\_\_\_\_\_ Should I fail to appear for any Resource Court hearings, counseling sessions, and/or meetings as required, a bench warrant will be issued for my arrest.

4. \_\_\_\_\_\_ I will take my medications as prescribed.

5. \_\_\_\_\_\_ I will enroll and complete any inpatient/outpatient program as ordered.

6. \_\_\_\_\_\_ I will attend the court ordered number of AA/NA or other 12-Step meetings, as applicable, per week and submit proof of attendance as required.

7. \_\_\_\_\_\_ I agree to attend all group and/or individual counseling sessions to which I am assigned. I will be on time for all sessions. Attendance is mandatory, but attendance alone will not satisfy the requirements for successful completion of the program. Poor participation, inattentiveness, chronic lateness, violation of the abstinence requirements, or failure to attend my program assignments will result in my return for judicial review and possible sanction or termination from the program.

8. \_\_\_\_\_\_ I will not use alcohol in any form.

9. \_\_\_\_\_\_ I will stay away from establishments where the primary business is the selling of alcohol.

10. \_\_\_\_\_\_ I will not use any illegal drugs. I will not take over-the-counter medications without the written permission of my counselor, or physician, as some over-the-counter medications will produce a positive reading on drugs screens and contain substances such as codeine.

11. \_\_\_\_\_\_ I will give a breath, blood, urine, hair or sweat sample, as required, for drug testing and may be responsible for payment for such service. I understand that I may be responsible for lab confirmation fees in the event that I contest the validity of a drug test administered by the Resource Court.

12. \_\_\_\_\_\_ I will allow the Resource Court Case Manager, Probation or Compliance Officer, Counselor and Law Enforcement to call or visit me in my home or elsewhere for purposes of monitoring program compliance. I understand that said calls or visits will be unannounced and will occur at the discretion of the Resource Court Case Manager and/or Probation or Compliance Officer.

13. \_\_\_\_\_\_ I will submit to a search of my person, residence, papers, vehicle, and/or effects at any time of day or night without a search warrant, whenever requested to do so by a Probation or Compliance Officer, law enforcement officer, or Resource Court Staff/Treatment Provider upon reasonable cause to conduct the search, and without there being a warrant. I specifically consent to the use of anything seized as evidence in any hearing or disciplinary proceeding. I understand that there is a distinction between reporting drug usage for treatment purposes, which can be used in considering Resource Court sanctions, but cannot be used against me in non-Resource Court proceedings, and having illegal items on my person, in my residence, or vehicle, which can be used against me in other Resource Court proceedings.

14. \_\_\_\_\_\_ I stipulate as an express condition of my participation that any and all drug screening records used by the probation/compliance office reflecting results pertaining to me shall be admissible at any court hearing pertaining to me, if relevant to the issue pending, without the need of laying further foundation and expressly waives any and all objection to such records including, but not limited to, hearsay, chain of custody, and qualification of experts or examiners.

15. \_\_\_\_\_\_ As part of the treatment services, all treatment providers will provide the Court with any necessary reports concerning my diagnostic intake, involvement and participation in assigned classes, assigned counseling or treatment programs, or any non-compliant status.

16. \_\_\_\_\_\_ I will not violate the law. However, if I do violate the law, I will report it immediately to the Resource Court Coordinator and Probation or Compliance Officer, if applicable

17. \_\_\_\_\_\_ I will not own or carry weapons of any kind. I will not be in a vehicle containing any weapon. I will not commit or threaten to commit any acts of violence. I will not bring weapons of ANY kind to any treatment center, to court or counseling sessions, or probation or compliance appointments.

18. \_\_\_\_\_\_ While in the program, I will be gainfully employed, enrolled in a vocational or educational program or otherwise seeking stable employment or income, unless the Judge approves otherwise.

19. \_\_\_\_\_\_ I will obey all instructions of the Resource Court Judge, Coordinator, Reentry Liaison, and/or Probation or Compliance Officer.

20. \_\_\_\_\_\_ I will immediately inform the Resource Court Coordinator of any change in contact information such as address and telephone number or changes in income and/or employment status. I will not leave the State of Georgia for any reason without first obtaining permission from the Resource Court and my Probation or Compliance Officer, if applicable.

21. \_\_\_\_\_\_ I will be responsible for my own transportation and will appear for all Resource Court hearings, treatment, counseling, meetings and probation or compliance appointments as required and comply with any sanctions imposed.

22. \_\_\_\_\_\_ I understand that the Resource Court program will last up to 24 months, or longer if all requirements of the program have not been met.

23. \_\_\_\_\_\_ I will support any legal dependents that I may have to the best of my ability.

24. \_\_\_\_\_\_ I will avoid people or places of disreputable or harmful character. This may include people currently on probation or parole or people with felony convictions, drug users and drug dealers.

25. \_\_\_\_\_\_ I understand the court will impose sanctions for program violations that include, but are not limited to curfews, additional AA/NA or 12-Step meetings, community service, in court detention, repeat of a program treatment level, issuance of bench warrants, jail time, and expulsion from the program requiring me to serve my sentence in confinement.

26. \_\_\_\_\_\_ I will follow all other program rules and participation guidelines of which I am informed.

27. \_\_\_\_\_\_ Failure to satisfy any of the previously stated terms of this agreement will result in my case being returned to the Court for appropriate action(s).

28. \_\_\_\_\_\_ I will pay $0 per month for each month that I am a participant in the Resource Court program. I further agree to permit the Resource Court to seek reimbursement for any and all program fees and costs from funds I may be eligible to receive from Social Security, Medicaid or other similar income assistance programs.

29. \_\_\_\_\_\_ I will abide by a curfew, which requires me to be at my home and/or approved place of residence at a designated time each day, including weekends, unless I am at work, am involved in an emergency, and/or have approval from the Resource Court Coordinator.

30. \_\_\_\_\_\_ I will sign any releases/waivers that may be necessary for (and agree to allow) the Resource Court to check my criminal history – both during program participation and after program participation.

31. \_\_\_\_\_\_\_ I understand that a pick-up order/court hold, and/or arrest/bench warrant may be issued for my detention and arrest if I fail to appear for a required Resource Court review, probation or compliance appointment, counseling session, meeting or other court-ordered appointment.

32. \_\_\_\_\_\_\_ I understand that certain egregious program violations, as outlined in the Participant Handbook, may result in flash incarceration. I understand that I will not be entitled to a hearing prior to flash incarceration but will be granted a hearing in a timely manner.

33. \_\_\_\_\_\_\_ I agree to follow all instructions, rules, and guidelines in the Participant Handbook. I understand that the Participant Handbook is incorporated into this Contract by reference and is a part of this Contract. I further understand that the Participant Handbook may change while I am in the program and that I may receive a new handbook prior to my program completion. I understand that I am to follow the terms of the most recently distributed version of the Handbook.

34. \_\_\_\_\_\_ I agree to obey any special orders per the attachment(s) and/or as listed here:

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Defendant (signature) Date Prosecutor (signature) Date

*Contract review/advisement of legal rights by:* *Contract approved by:*

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Defense Attorney (signature) Date Resource Court Judge (signature) Date

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Resource Court Coordinator (signature)Date