

**ADDENDUM TO CONSENT TO PARTICIPATE IN
KANE COUNTY DRUG REHABILITATION COURT PROGRAM (KCDRC)
(PURSUANT TO 730 ILCS 166/1 et seq.)**

The Kane County Drug Rehabilitation Court team wants you to be successful in drug court and in life. During your drug court probation, KCDRC team members will work hard to support you and the efforts you make towards recovery. The KCDRC team will assist you in obtaining substance abuse treatment, appropriate mental health treatment and access to other needed services. Team members will meet with you regularly to provide encouragement, advice and support. Educational and employment assistance will be provided to you when necessary. Positive recreational and social activities will be provided to you and your family. You will be rewarded when you are in compliance with drug court requirements and held accountable and sanctioned for any violations of drug court rules. It is a goal of the KCDRC to help you satisfy the terms of your probation and to allow you to lead a sober, law-abiding and productive life.

Defendant and the Court agree that all of the following conditions and rules of KCDRC will apply to this case, and defendant waives certain rights as contained within this agreement. (Defendant is to initial each paragraph below.)

I. General Provisions

____ 1. Along with all other terms and conditions ordered by the Court, I understand that in order to be successfully discharged, I must: complete a minimum of 12 consecutive months immediately prior to discharge without the use of any prohibited substances; complete all court ordered treatment requirements; pay all fines, costs, fees, and restitution no later than 30 days prior to the above initial sentencing end date; and maintain acceptable full-time employment with a legally verifiable job or be enrolled full time in an acceptable educational program or have verified documentation of permanent disability benefits.

____ 2. I agree to follow all terms and conditions of KCDRC as well as all terms and conditions contained in the Orders of Probation entered with this Agreement.

____ 3. I agree that the terms, conditions, rules and procedures of the KCDRC program may be changed during the term of my participation, either to comply with changes in the law or to improve the overall success of the program. Such changes will be provided to me in writing. If I am unwilling to follow such changes, I will be offered the opportunity to voluntarily terminate my participation in KCDRC and be sentenced according to the Criminal Code. At that sentencing hearing, either failure to comply with the KCDRC program or substantial compliance by me with the KCDRC program as originally agreed will be given substantial consideration by the Court.

____ 4. I agree that my sentencing end date of KCDRC may be extended, without requiring that a petition be filed to find me in violation of the terms of KCDRC, (a) when such extension is necessary for me to fulfill the discharge requirement of a minimum of 12 consecutive months without use of prohibited substances, (b) as part of a negotiated sanction, or (c) when it is necessary to give me enough time to successfully complete any term of my treatment program. In any event, when a petition or motion is filed, I agree to waive personal service of said motion or petition.

II. Assessments and Treatment:

____ 1. I agree that *prior* to obtaining any prescription medications, I will provide my doctors, dentists or psychiatrists with a letter requesting non-narcotic and non-addictive prescriptions, and to have the letter signed by the medical provider and to return the letter to KCDRC staff within forty-eight (48) hours of obtaining the signature and prescription.

____ 2. I agree to notify KCDRC staff within twenty-four (24) hours of receiving a new prescription or medication from my treating doctor, dentist or psychiatrist, whether or not the prescription is in writing, and whether or not I receive the prescribed medication in the form of samples from my doctor or psychiatrist or from a pharmacy.

____ 3. I agree to take any medications prescribed for me as instructed by all medical providers, including all doctors, dentists, and psychiatrists and will sign releases for each of my medical providers to communicate with the KCDRC staff. I agree to submit to testing to verify medication compliance.

____ 4. I agree to seek non-narcotic and non-addictive alternatives when available throughout my participation in the KCDRC program with the advice of my prescribing medical providers.

III. Use of Alcohol, Drugs, and Other Substances and Testing for their Presence:

____ 1. I agree not to use or possess alcohol or any illegal drug.

____ 2. I agree not to possess or use any prescription drug for which I do not have a valid prescription from a licensed provider to whom I have made full disclosure of my addiction.

____ 3. I agree not to abuse any over-the-counter medication. I understand that abuse is defined as taking dosages in excess of label guidelines, taking an over-the-counter medication designed for a condition which I do not have, and taking an over-the-counter medication in a manner in which it was not designed to be ingested (such as crushing and inhaling a medication designed to be taken orally with liquids).

____ 4. I agree not to intentionally inhale or ingest any mood-altering substance such as paints, glues, gasoline, kerosene, aerosol sprays, any other household or industrial product, any designer, synthetic, or organic substance, whether or not prohibited by any statute or ordinance.

____ 5. I agree not to intentionally or knowingly remain in the presence of any other individual who is using or possessing any illegal drug or prescription drug in an unauthorized manner or any mood-altering substance as listed above.

____ 6. I agree to submit samples for urine, blood, breath, hair or other approved testing for the presence of alcohol and drugs or intoxicating substances of any kind, as often as requested by the KCDRC staff.

____ 7. I agree that if I miss or refuse a drug test, this may be considered by the Judge to be a positive result, and I may be given the same sanctions as I could be given for a positive test result. This includes failure to provide a urine specimen after a reasonable waiting period.

____ 8. I agree that a “dilute” drug test may be considered by the Judge to be a positive result, and I may be given the same sanctions as I could be given for a positive test result.

____ 9. I agree to not use any over-the-counter medication or other substances which may interfere with drug testing and I agree to use only those non-prescription medications approved for use in drug court. I will be provided with a list of approved medications as well as a list of substances I must not use while in the DCDRC program.

____ 10. I agree to the presumptive admissibility in any proceeding of the results of any positive drug/alcohol tests.

____ 11. I agree that I will be allowed to review a copy of the written report of my confirmatory laboratory test for any positive result.

____ 12. I understand my prescriptions from all medical providers, including doctors, dentists, and psychiatrists will be monitored by KCDRC staff throughout my participation in the program.

____ 13. I agree that any prescribed psychotropic or medically assisted treatment for addiction medications I receive will be based on medical necessity as determined by a treating physician with expertise in addiction psychiatry, addictions medicine or a closely related field.

____ 14. I agree to provide regular written reports from my medically assisted treatment prescribing physician as often as directed by the KCDRC staff.

____ 15. I understand that at any time I may be incarcerated by the court for a safety detention if it is determined that I am a risk to myself or the public due to my substance abuse.

____ 16. I agree that a safety detention incarceration may continue, at the discretion of the Judge, until recommended treatment becomes available.

IV. Cooperation with Judge and Drug Court Staff:

____ 1. I agree to attend all regularly scheduled court appearances, as well as all other required court appearances as ordered by the Judge or as directed by KCDRC staff. I agree that failure to attend court appearances may result in the issuance of a warrant, and that upon my arrest the Judge may impose immediate sanctions, and that those sanctions may include immediate incarceration in the Kane County Jail.

____ 2. I agree to permit KCDRC staff to visit me at my residence and employment or anywhere else necessary to perform their duties.

V. Violations, Sanctions, and Termination from KCDRC:

____ 1. I agree that the Judge at staffing may, without prior notice, receive evidence including but not limited to reports or proffers from the drug court professionals, that:

- a) I am not benefiting from education, treatment, or rehabilitation; or
- b) I have engaged in criminal conduct, whether or not that conduct has resulted in charges against me, which makes me unsuitable for the program; or
- c) I have otherwise violated the terms and conditions of the program or sentence; or
- d) I have been charged with a new offense in any jurisdiction in which the criminal conduct is alleged to have occurred after my entry into KCDRC.

____ 2. I agree that an alleged violation of the KCDRC the rules will result in an immediate hearing to determine if a sanction is appropriate.

____ 3. I agree that if I relapse there may be a therapeutic adjustment in my treatment to a higher level of care including residential treatment, structured living arrangements, additional counseling or treatment sessions.

____ 4. I agree that upon receipt of evidence or proffers that I have been discharged unsatisfactorily from treatment, have used illegal substances or have violated any term of my drug court probation and my personal safety or the safety of the community is at risk as a result of my behavior, the judge may issue a warrant for my arrest without any prior notice to me and without the filing of a written petition to revoke bail or probation.

____ 5. I agree that the total cumulative jail time I may serve over the course of my KCDRC participation is limited to 180 actual days. I understand that time I serve on the case before pleading guilty and being ordered to complete the program is not included in the calculation of the 180-day maximum.

____ 6. I agree that if I reach the maximum total incarceration time for sanctions, and have further rule violations, I will be terminated from participation in KCDRC and my case will be set for sentencing hearing under the Criminal Code, unless I request to remain in the program and agree to waive the maximum incarceration time.

____ 7. I agree that time spent on electronic home monitoring, house arrest, or GPS monitoring is not considered jail time and is not included in the calculation of my 180-day maximum incarceration time.

____ 8. I agree that during my participation in KCDRC, if the Judge orders a sanction, I will have the right to file or have my attorney file a Motion to Reconsider Sanction. I have the right to be represented by an attorney at the hearing on the Motion to Reconsider Sanction. A form "Motion to Reconsider Sanction" will be provided to me in the KCDRC handbook and is available in the courthouse library.

____ 9. I agree, the Judge will not involuntarily terminate me from KCDRC, unless I have been given notice in writing of the alleged violation(s) and have an opportunity to defend against the alleged violation(s). The following circumstances may result in my involuntary termination:

- a) I am not benefiting from education, treatment, or rehabilitation; or
- b) I have engaged in criminal conduct, whether or not that conduct has resulted in charges against me, which makes me unsuitable for the program; or
- c) I have otherwise violated the terms and conditions of the program or sentence; or
- d) I have been charged with a new offense in any jurisdiction in which the criminal conduct is alleged to have occurred after my entry into KCDRC.

____ 10. I agree that I may at any time, for any reason, request to be voluntarily terminated from participation in the KCDRC program. A request to voluntarily terminate from KCDRC may constitute a violation of my probation sentence.

____ 11. I agree that if I am terminated from KCDRC, whether voluntarily or involuntarily, my case will be set for a sentencing hearing under the Criminal Code. I understand that any hearings regarding my termination or sentencing subsequent to termination will proceed before the KCDRC judge. The fact that the KCDRC judge may have knowledge of my participation in KCDRC will not automatically disqualify the KCDRC judge from presiding over these hearings.

____ 12. I understand that I may be subject to neutral discharge from KCDRC if I have remained substantially compliant with the KCDRC program rules, but after having exhausted reasonable efforts, I am unable to complete program requirements to qualify for a successful discharge. A neutral discharge shall terminate my sentence and discharge me from further proceedings in the original prosecution.

____ 13. I agree that all successful and neutral discharge decisions shall be made by the KCDRC team collaboratively.

Defendant _____ General Number _____

Defendant

Name (Print or Type)

Defense Counsel

Assistant State's Attorney

Date

Date

Judge

Date

Signature of Interpreter (If Applicable)