

IN THE SUPERIOR COURT OF _____ COUNTY

STATE OF GEORGIA

STATE OF GEORGIA,

Case No. _____

v.

Offense(s): _____

Defendant.

LOWNDES COUNTY ACCOUNTABILITY COURT
PARTICIPANT CONTRACT

By way of this contract, you are voluntarily entering into the **Lowndes County Accountability Court** as a special condition of your probation. Read the terms of this contract carefully and initial each part of the contract indicating that you agree to and understand each term.

I, _____, understand that I have been permitted to participate in the **Lowndes County Accountability Court** (hereinafter "LCAC" or "Accountability Court") as a special condition of probation; that I must fully comply with any and all counseling recommendations made by any LCAC treatment provider; and that I must fully comply with each and every part of this contract. I also understand that if I fail to obey and comply with the terms of this contract, I shall be terminated from the LCAC and I will be sentenced for violating my probation within the discretion of the court.

1. _____ I agree to pay _____ per Court session, to the LCAC.
2. _____ I agree not to violate the laws of this State, the United States or any other governmental unit. However, I understand that if I do violate any law, I must report that violation immediately to the LCAC treatment provider and to the State Probation Office.
3. _____ I agree to totally abstain from any use of alcohol in any form.
4. _____ I agree to be gainfully employed insofar as may be possible.
5. _____ I agree to abstain from the use and/or possession of any drugs, legal or illegal. Also, I understand that I must submit any prescriptions for drugs to the LCAC treatment provider for verification and approval prior to use. I further understand that even over-the-counter, nonprescription medications shall not be used without permission of the LCAC treatment provider.
6. _____ I agree not to ingest or consume any substance not for human consumption, including but not limited to synthetic substances such as synthetic marijuana and/or bath salts.
7. _____ I agree to complete an intake assessment at Behavioral Health Services in Lowndes County.
8. _____ I agree to enroll in an outpatient substance abuse treatment program at Behavioral Health Services in Lowndes County.

9. _____ I agree to obey all instructions given to me by the Accountability Court team (including but not limited to the following: Judge, Program Coordinator, Treatment Provider, Probation Office, Law Enforcement Representative, A.D.A., & Public Defender).
10. _____ I shall inform the LCAC treatment provider and the State Probation Office of any change of address, telephone number and employment status.
11. _____ I understand that I am not to leave the State of Georgia for any reason without first obtaining permission from the State Probation Office.
12. _____ I am a resident of the state of Georgia and will remain a Georgia resident while enrolled in the LCAC program
13. _____ I agree to allow the LCAC treatment provider and members of the State Probation Office to visit me in my home or elsewhere at any time.
14. _____ I agree to attend community support group meetings.
15. _____ I agree to give a breath, blood, urine, hair or sweat sample, as requested, for drug and alcohol testing. I agree that I may be responsible for payment for such collection and testing services.
16. _____ I agree to appear for all LCAC hearings, counseling sessions, meetings and community service as required by the LCAC.
17. _____ I understand that should I fail to appear for any LCAC hearings, counseling sessions, meetings and community service as required, a bench warrant will be issued for my arrest.
18. _____ I understand that the LCAC treatment program will last for a minimum of eighteen (18) months, with up to an additional six (6) months of after-care treatment. I understand that the program may last longer if all the requirements of the program and this contract have not been met, but the program will not exceed 24 months without an evaluation and assessment.
19. _____ I understand that the LCAC Judge will make all decisions regarding my participation in the LCAC with input from the LCAC team.
20. _____ I understand that I must abide by all rules contained in the LCAC “Participant Handbook” currently in effect and as amended in the future. The handbook will be provided to me at the first day of treatment.
21. _____ I understand that I cannot possess a firearm or a knife while in the LCAC. I further understand that I am to bring NO weapons of ANY kind to the LCAC Treatment Center or any LCAC related gathering.
22. _____ I agree to support any legal dependents that I may have to the best of my ability. I understand this condition is to include any child support that I may already be paying and may pay in the future.
23. _____ I agree to avoid people or places of disreputable or harmful character. I understand this to include people currently on probation or parole and people with felony convictions, drug users and drug dealers.
24. _____ I agree to submit to any search of my person; my place of residence and curtilage of the residence; my owned, leased, or rented real property and any buildings thereon; my motor vehicle; my papers; and my effects, including but not limited to any cell phone(s). This search may be at any time of the day or night, whenever requested to do so by a probation officer, a law enforcement officer, LCAC counselor, or LCAC treatment staff. I specifically consent that anything seized shall be admissible in any Court as evidence without objection as to the manner in which or basis upon which said search or seizure was made.

25. _____ I understand that I am waiving my Fourth Amendment rights and like state constitutional and statutory rights to the extent necessary to effectuate this LCAC Contract.
26. _____ Sanctions will be imposed by the LCAC Judge for noncompliance with the LCAC program requirements. Sanctions may include, but are not limited to the following: imposition of curfews, requiring additional community support group meetings, adding community service, serving in court detention, repeating a program treatment level/phase, issuance of bench warrants, service of jail time, expulsion from the LCAC, revocation of probation, and execution of sentence.
27. _____ Removal from LCAC voluntary or involuntary will result in no less than six months probation detention center or Region Substance Abuse Treatment Facility, or no less than three years in State Prison, or the remaining balance of the probation sentence to state prison as determined by the presiding Superior Court Judge.
28. _____ Upon graduation from the LCAC program, I agree to contact the LCAC team as instructed annually for a period of three (3) years or until my sentence expires, whichever is sooner.
29. _____ I agree to waive any right to any post-conviction remedy including my right to appeal this case to any appellate court.
30. _____ I agree to waive any and all objection to the admissibility of the result(s) of any scientific test conducted by any person who is qualified or duties are to include conducting drug court screens to determine the presence of any alcohol, drugs, or their metabolites in my blood, urine, sweat, hair, saliva, or breath at any probation revocation hearing. I agree to waive any and all objections to the admissibility of the results of any test conducted to determine the presence of alcohol, drugs or their metabolites in my blood, urine, sweat, hair, saliva, or breath at any probation revocation hearing. I further agree and understand said test results will be admitted into evidence without any expert witness testifying regarding said test results. I further agree and understand said test results will be admissible without the actual person who conducted the test being present or testifying at the probation revocation hearing.
31. _____ I agree and consent that any person or entity involved in the LCAC including the State Probation Office, the District Attorney for the Southern Judicial Circuit and his employees, the Public Defender's Office and the LCAC Judge may communicate with the treatment provider, professionals, and staff involved in my drug and alcohol diagnosis and treatment and/or mental health diagnosis and treatment. This consent specifically includes employees of Behavioral Health Services and any LCAC provider and counselors. I consent to the release of and use of any records, information, and testimony of treatment providers, professionals, and staff involved in my drug and alcohol diagnosis and treatment and/or mental health diagnosis and treatment received as a result of my enrollment in the LCAC program in any court proceedings concerning any alleged violation of this LCAC Contract or any alleged criminal conduct. I understand that and agree that this consent to disclosure and use includes the disclosure and use of any communication, diagnosis, treatment, or record which may be privileged or otherwise protected pursuant to O.C.G.A. § 24-9-21 (5), (6),(7), or(8), § 26-5-17, § 37-3-166, § 37-7-166, or 42 U.S.C. § 290dd-2 (also set forth in 42 C.F.R., Part 2), Pub. L. No. 104-191 (known as the Health Insurance Portability and Accountability Act) (also set forth in 45 C. F. R. Parts 160 & 164) or privileged or otherwise protected pursuant to other similar state or federal statutory authority or regulation where said communication, diagnosis, treatment, or record relates to any sort of mental health, drug, or alcohol treatment, diagnosis, or evaluation received by me and provided by or through the LCAC while I am in the LCAC. I understand that I may revoke my consent at any time except to the extent that the LCAC has acted upon such information disclosed. I also understand that if I revoke my consent to the disclosures of information contemplated herein I

will be terminated from the LCAC. Such termination may result in the revocation of my probation in part or in its entirety and may result in my incarceration in the discretion of the Court. I agree that any evidence or information discovered as a result of the disclosure of any said communication, diagnosis, treatment or record shall be admissible as evidence against me without objection as to the manner in which or basis upon which said communication or record was discovered or obtained and without objection on the ground of privilege or privacy laws. I also agree to sign any Releases of Information (or other necessary documents) to allow the above disclosures and communications if said written release is required by any entity or person. I understand that my failure to allow the above disclosures and communications will result in my termination from the LCAC. I also agree that the consent contemplated herein shall end when I graduate from the LCAC as contemplated herein. I agree that if I am terminated from the LCAC the consent contemplated herein will expire after the decision of the Court regarding any probation revocation for my termination and my violations becomes final.

32. I agree to obey these additional orders _____

 _____.

33. _____ I understand that attending and successfully completing the LCAC is a special condition of my probation sentence and that violating any part of this contract may subject me to termination from the LCAC.

34. _____ It has been communicated to me, and I understand, that should I be terminated from the LCAC, the termination hearing will be heard by the same Judge that presides over the LCAC. Should I elect to be terminated from the LCAC, no such pre-termination hearing will be conducted.

I have read or had read to me every line of this LCAC Contract. I have received counsel from an attorney prior to admittance to the LCAC, as evidenced by my signature below. I understand each term and condition of this LCAC Contract, I have received a copy of this LCAC Contract, and I agree to each term and condition of this

LCAC Contract:

Read with/to and explained to Defendant by:

 Signature of Participant Date

 Attorney for Participant Date

Approved:

 Judge of Superior Courts Date
 Southern Judicial Circuit

 Witness/Probation Officer Date

In the Superior Court of _____ County
State of Georgia

STATE OF GEORGIA

vs.

Defendant/Participant

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Case Number

Offense(s): _____

LOWNDES COUNTY ACCOUNTABILITY COURT
NON-FRATERNIZATION POLICY

Fraternization, in any form, is prohibited in the Lowndes County Accountability Court. This non-fraternization policy prohibits improper interpersonal relationships among program participants and Lowndes County Accountability Court staff. Fraternalization is any relationship that compromises the authority, discipline, integrity and/or morale of the program. Fraternalization detracts from participant sobriety and progress, it is unprofessional, it creates the appearance of favoritism/coercion, and it undermines the organizational goals of the Lowndes County Accountability Court. This policy is implemented in order to prevent activities that could interfere with safety, health, sobriety, and program morale. In addition, this policy protects each participant and staff member from potential harassment claims and/ or lawsuits. Relationships that **appear** to violate any of the standards stated herein may also be prohibited. Violations of this policy will result in disciplinary action and/or sanction.

Prohibited relationships include:

- Participant and participant romances, sexual relationships, dating scenarios, or marriages
- Romances, sexual relationships, dating scenarios, or marriages with participants enrolled at the Lowndes County Accountability Court Treatment Center (i.e., Behavioral Health Services).
- Romances, sexual relationships, dating scenarios, or marriages with participants involved in community support meetings
- Romances, sexual relationships, dating scenarios, or marriages with Lowndes County Accountability Court staff
- Romances, sexual relationships, dating scenarios, or marriages with participants who have graduated from the program within less than 12 months
- Landlord/ tenant relationships
- Roommate or other shared living accommodations not approved by the Lowndes County Accountability Court Team
- Sale or gifting of property (house, automobile, bike, etc.)
- Lending or giving money and/or participating in gambling activities

- Participating in any financial business without permission from the Lowndes County Accountability Court
- Relationships that afford special favors between participants without the Lowndes County Accountability Court’s approval
- General friendliness involving spending time together outside of treatment, meeting, work, or court hours, or any time not approved by the Lowndes County Accountability Court.

I, _____, having requested to participate in the Lowndes County Accountability Court (“LCAC”), understand and agree to abide by the non- fraternization policy as stated herein. With my signature below, I acknowledge that:

- Social contact with any LCAC participant outside of counseling, community support meetings, or court is prohibited unless approved by a staff member or by the Court. This includes personal contact (one-on-one or in a group setting), phone contact, electronic or internet contact, written contact, and any other form of communication.
- Any sexual involvement with any LCAC participant is prohibited under any circumstances.
- LCAC participants may not be employed by the same employer or work together, whether paid or unpaid, without the approval of the Court.
- Providing transportation to any participant is prohibited unless approved by Staff.
- LCAC participants may not loan one another money, clothing or other personal items.
- LCAC participants may not perform, offer to perform, or solicit professional, technical or vocational services for any other participant.

I have read this document or had it read to me and have been given the opportunity to ask any questions I may have. I hereby agree to abide by the above rules as a condition of my participation in the LCAC. I understand that any violation of these rules may result in a sanction up to and including termination from the program. It is my duty to participate and engage in the LCAC for the sole purpose of gaining sobriety and learning and applying healthy coping mechanisms to my daily life. I will remain focused on my sobriety.

 Defendant/Participant’s Signature

 Date

In the Superior Court of _____ County
State of Georgia

STATE OF GEORGIA

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Case Number

vs.

Offense(s): _____

Defendant/Participant

**WAIVER OF RIGHT TO ASSERT SPECIFIED GROUNDS
AS A BASIS FOR MOTION OF RECUSAL**

The defendant, and his/her counsel, acknowledge that as consideration for acceptance and/or continued participation in the Lowndes County Accountability Court (LCAC):

That the above-styled case will be assigned to the substance abuse/mental health court division of Superior court before the presiding Judge of the LCAC; and

That should defendant fail to successfully complete the LCAC and be ejected from said program, that the above-styled case will remain assigned before the presiding Judge of the LCAC, subject to a lawful, timely request to recuse.

That should defendant be deemed by the LCAC team to be unable to participate in the accountability court program and be withdrawn from the program, the above-styled case will remain assigned before the presiding Judge of the LCAC, subject to a lawful, timely request to recuse.

Understanding that the assignment of this case is to the presiding Judge of the LCAC throughout all proceedings until ultimate disposition of the case, irrespective of defendant's success or failure in completing the accountability court program, the defendant hereby waives his/her right to assert as a basis for a motion to recuse the sitting judge:

That judge's personal involvement with the defendant during his/her participation in the accountability court program;

That judge's knowledge, both personal and otherwise, of defendant's compliance or non-compliance with the requirements of the accountability court program; or

That judge's decision to eject the defendant from the accountability court program on the basis of his/her failure to comply with such requirements.

Defendant hereby freely, voluntarily and knowingly waives the right to assert the foregoing as grounds for a motion to recuse and acknowledges that he/she does so having consulted with counsel.

Dated this _____ day of _____, _____, in open court, Lowndes County, Georgia.

Defendant

Attorney for Defendant (or witness if pro se)

Participant in LCAC