

# Morgan County Pretrial Intervention Program

## Agreement

Participant: \_\_\_\_\_ Case No: \_\_\_\_\_

1. **Admission of guilt and waiver of rights:** For entry into the program the District Attorney, at his discretion, will require the participant to either enter a plea of guilt to the charges pending against the participant, or to other charges as agreed, or to execute a signed statement admitting his/her guilt. This statement shall be admissible in any criminal trial. Adjudication of these charges will be withheld until the participant either successfully completes the program or is revoked. By entering a guilty plea the participant waives the right to a trial, to call and confront witnesses, to offer evidence and testimony on his/her behalf, and his/her right to have the State prove his guilt beyond a reasonable doubt. Further, the participant waives the right to a direct appeal, to file for post conviction relief, to assert a claim of indigency for any agreed upon monies to be paid by the participant, to assert the right to a speedy trial in this case, to have a pre-sentence investigation and report filed with the sentencing court unless requested by the District Attorney. The participant agrees that entry into the program tolls any statute of limitations. If the participant does not successfully complete the program, any plea agreement with the District Attorney with regard to these charges will be set aside; however, all waivers of rights will remain in full force and effect.

2. **Do not violate any federal, state or local law:** Participant will be required to obey all federal, state and local laws. Violation of any law may, at the discretion of the District Attorney, result in expulsion from the program or modification of the terms and conditions of the program. The participant's arrest on new charges may result in termination from or modification of the program without regard to the final disposition of the new charges.

3. **Comply with the terms of any supervised release imposed by any court of competent jurisdiction or by the program director.** Participant shall provide copies of court orders or other documents verifying compliance with other programs upon request of the program director.

4. **Comply with all registration and living restrictions:** Participant shall comply with all registration and restrictions regarding residency and employment required by statute, court order or the program director.

5. **Provide proof of U. S. Citizenship or Resident Alien status:** Upon request of the program director the participant shall provide adequate proof of U. S. citizenship or Resident Alien Status. The District Attorney will notify Federal authorities of any individual who is illegally present in the U. S.

6. **Comply with other court orders:** The participant shall comply with the terms of any protection from abuse order, restraining order, no contact order, no trespass order, or any other court order prohibiting acts of violence or harassment, including pendent lite or temporary orders issued by any court of competent jurisdiction.

7. **Notify the District Attorney and Clerk of the Court of any change in address or telephone number:** Participant shall keep the District Attorney and Clerk of the Court informed of his/her correct mailing address (where he/she receives mail), physical address (where he/she actually lives) and telephone number. If electronic monitoring is required, the participant may be required to obtain service and maintain a land-line telephone at his/her own expense.

**8. Report to the District Attorney as directed:** Participant will be monitored by the District Attorney's office and may be supervised by other service providers as required for admission into the program. Participant is required to report to the program director and others as directed. Failure to comply will be deemed a violation of the terms of this agreement and may result in participant's termination from the program at the discretion of the District Attorney.

**9. Provide documentation regarding criminal history, education, training, employment, family history, medical or psychiatric treatment, wages and income history:** Upon request of the program director the participant shall provide these documents.

**10. Maintain employment:** Participant is required to find suitable employment based upon his/her health, ability, education, and training; taking into consideration available employment opportunities. Unless specifically waived, participant shall be gainfully employed or actively seeking employment. Participant shall notify the program director in the event of any change in employment or employment status.

**11. Completion of High School, certified vocational training or obtaining G.E.D.:** Unless specifically waived, participant will be required to complete high school, obtain a G.E.D., or complete a certified vocational training course prior to completion of the program.

**12. Support of dependents:** Participant shall be in compliance with any court ordered child support payments or putting forth his best effort to become compliant.

**13. Disclosure of all medications and submission to substance abuse tests:** Participant shall submit a list of all medications being taken by participant and shall immediately notify the program director of any changes in that list. Participant may be subjected to random, unannounced drug screens. The participant will be responsible for paying the costs of these screens. Failure to submit to a drug screen, diluted or insufficient samples will be considered as a failed screen or a positive screen for which the participant may be terminated from the program at the discretion of the District Attorney.

**14. Consent and submit to searches by state or local law enforcement officers:** Participant agrees and specifically consents to allow any state or local law enforcement officer or agency to enter any premises under the participant's control or to detain the participant or any vehicle under the participant's control for the purpose of searching their person, and any property, premises or vehicle under participant's control. Participant agrees that these searches may be conducted at any time of the day or night for the purpose of searching for and seizing any contraband, any other evidence of a criminal offense or any evidence that the participant has violated the terms of the Pretrial Intervention Agreement or Program. Participant agrees and does hereby expressly waive the requirement of a search warrant, probable cause and reasonable suspicion that a crime is being or has been committed by the participant in order for any search set forth herein to occur.

**15. Pay restitution as directed:** It is the goal of the program to make victims whole for the crime which was committed against them. Participant shall pay restitution to any victims involved in his/her case. A schedule for the payment of restitution will be set up for the participant by the program director. The payment schedule will be set as aggressively as possible to insure the total debt is paid in a timely and consistent manner.

**16. Pay administration fees as directed:** Participant will be required to pay an Administration fee in the amount of \$\_\_\_\_\_ in order to enter the program. This fee may be accessed once for each case in which the participant is being monitored and is non-refundable. Although due at the time of application, the program director, in her discretion, may accept this fee in installment payments approved by the District Attorney. A projected cost disclosure form will be provided to participant which will provide an estimate of program costs and fee schedules. No applicant will be denied admission into the program based solely on the inability to pay this fee.

**17. Pay supervision fees as directed:** The participant will also be required to pay a monthly monitoring fee in the amount of \$\_\_\_\_\_ to the program director. These costs will also be included in a projected program cost disclosure form.

**18. Pay an Offender Database Maintenance Fee:** Participant's name and other relevant information regarding his/her charge(s) and entry into the program will be entered into a statewide offender database which is maintained by the Office of Prosecution Services. Participant will be required to pay a one time \$7.00 maintenance fee at the time of application to cover the costs of data entry and record maintenance.

**19. Pay court costs and court ordered monies as directed:** Unless otherwise ordered by the Court, court costs will be collected in each case that is accepted in the program. These costs will be collected by the Clerk of the Court and will be included in the projected cost disclosure provided to the participant.

**20. Complete treatment, counseling, self-help or aftercare programs as directed:** Participants may be required to enroll in, successfully complete and provide proof of completion of any program required by the program director. The participant will be responsible for paying the costs of any program required by the program director. The cost of these programs will be included in the projected cost disclosure provided to the participant.

\_\_\_\_\_  
Signature of Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Participant

**CERTIFICATION**

Sworn to and subscribed before me on this, the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

**Attachment A**

1. It is expressly agreed between the Participant and the Morgan County District Attorney's Office, as evidenced by the Agreement previously executed by the said parties, that the Participant will pay all amounts specified below as part of the Pretrial Intervention Program, and said payments shall be on the following terms and conditions:

- \_\_\_\_\_  \$ \_\_\_\_\_ administration fee
- \_\_\_\_\_  \$ \_\_\_\_\_ monthly supervision fee
- \_\_\_\_\_  \$ \_\_\_\_\_ counseling and/or required classes (estimated)
- \_\_\_\_\_  \$ \_\_\_\_\_ restitution (if applicable) to: \_\_\_\_\_
- \_\_\_\_\_  \$ \_\_\_\_\_ court costs (estimated)
- \_\_\_\_\_  \$ \_\_\_\_\_ attorney's fees (estimated)
- \_\_\_\_\_  \$ \_\_\_\_\_ drug testing (estimated)
- \_\_\_\_\_ \$ 7 OPS database fee
- \_\_\_\_\_ \$ 5 V.O.C.A.L. fee
- \_\_\_\_\_ \$ \_\_\_\_\_ Total amount owed

- \_\_\_\_\_ 2. Participant agrees to pay the above-mentioned application fee and monthly supervision fee through the District Attorney's Office.
- \_\_\_\_\_ 3. Participant further agrees to pay the provider of any required counseling or required classes directly through that program.
- \_\_\_\_\_ 4. Participant also agrees to pay restitution (if applicable), court costs, and attorney's fees through the Morgan County Clerk's Office. These fees must be paid each month before the Participant arrives for monthly supervision.
- \_\_\_\_\_ 5. Participant will pay the Morgan County Community Corrections Program for any required drug testing.

\_\_\_\_\_  
Signature of Participant

Date: \_\_\_\_\_

\_\_\_\_\_  
Attorney for Participant