

CAUSE NO. _____

STATE OF TEXAS

vs.

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IN THE _____

DISTRICT COURT OF

COLLIN COUNTY, TEXAS

COLLIN COUNTY DISTRICT ATTORNEY
OPIOID TREATMENT PROGRAM AGREEMENT

I, _____, (Defendant) have received the following information from the Collin County District Attorney before entry into the Collin County District Attorney Opioid Treatment Program (DAOTP). I understand that if I am accepted into the DAOTP, I will be supervised by the Collin County Community Supervision and Corrections Department (CSCD) for a minimum of fifteen months. During this period of supervision, I must abide by all reasonable conditions set by the DAOTP prosecutor and my Collin County Supervision Officer. By signing below, I acknowledge that I have discussed this information with my attorney and that I understand the information set forth in this Agreement:

1. I have been arrested for the offense of _____.
2. Before I am admitted to the DAOTP, I have the right to refuse participation in the program and have this offense prosecuted.
3. My attorney has counseled me regarding the penalty range for this offense.
4. If I am admitted to the DAOTP, I must remain in the program until I successfully complete it or until I am removed by the DAOTP prosecutor. I must fully comply with all program requirements set forth in the Phase Descriptions document for the OTP. I acknowledge that I received a copy of the DAOTP Phase Descriptions document, fully understand the requirements as outlined, and agree to abide by all program requirements.
5. If I am removed from the DAOTP, or otherwise fail to successfully complete the program, I understand that my case will be fully prosecuted and any information revealed about my case can be used against me.
6. Successful completion of the DAOTP will result in dismissal of the charge for which I am being admitted to the program. I understand that following this dismissal, I may file a petition to have all records and files relating to my arrest for this offense expunged.
7. I agree to pay the \$500 DAOTP fee through CSCD, which must be paid in full before admittance into the DAOTP. I understand that if the court has determined me to be indigent, this \$500 fee is waived. In addition, I agree to pay CSCD a supervision fee of \$55 per month for the DAOTP. This CSCD fee cannot be waived.
8. I agree to pay all restitution as determined by the DAOTP Prosecutor. It is my attorney's responsibility to obtain the correct restitution amount from the trial court prosecutor. The final restitution amount will be confirmed in an email notification sent to my attorney regarding tentative approval for the program.

9. I understand that any restitution amount of \$200 or less must be paid prior to my admission to the DAOTP, and any restitution amount greater than \$200 must be paid in monthly installments, with the full amount being paid-in-full prior to my graduation from the program.
10. I understand that I must report any change in my employment, financial, or insured status prior to and during my participation in the DAOTP within three (3) days. I understand that changes in my insured status may result in a change of my treatment provider.
11. I have been counseled by my attorney and **agree to waive the following rights** I may have in order to participate in the DAOTP:
 - a. If this case is a felony, my **right to have this case presented to a grand jury** and to be prosecuted by a grand jury indictment; and, I agree that the case may proceed, if it is prosecuted, upon accusation by affidavit and information;
 - b. Any right I have under Texas Code of Criminal Procedure Article 32.01 or any other law regarding the **presentment of this case to the grand jury within any prescribed time limits**;
 - c. Any right I may have under the U.S. Constitution or Texas Constitution **to a speedy trial**, and any right I may have **to proceed to trial** of this case during my participation in the DAOTP;
 - d. Any right **to confidentiality of drug treatment records** and information for use by the Court, the District Attorney, the DAOTP's Community Partners, CSCD, and my attorney, for the purpose of determining my progress and participation in the program;
 - e. I agree that the results of any drug test may be used in determining any sanction against me, up to and including removal from the program. I waive any right **to confront and cross-examine any witnesses** concerning results of any confirmed drug test.
12. I agree to the following mandatory conditions of supervision:
 - a. Commit no further criminal violations;
 - b. Report to a Supervision Officer as directed;
 - c. Report any change in address or change of employment to the Supervision Officer within 48 hours;
 - d. Truthfully answer all questions asked by Supervision Officers;
 - e. Report all contact with police/law enforcement within 24 hours;
 - f. Abstain from the use of alcohol, marijuana, dangerous drugs, any substance prohibited by the Texas Controlled Substances Act, or any other prescription drug not otherwise prescribed to me by a treating physician;
 - g. I agree that I will voluntarily report the use of any illegal drugs, alcohol, or drugs not otherwise prescribed to me;
 - h. I agree to complete a release of information for communication about my confidential information, participation/progress in treatment, and compliance with the provisions of the "Health Insurance Portability and Accountability Act;"
 - i. I agree to complete a screening with a DAOTP approved provider as directed by program administrators prior to my admission to the DAOTP. I understand that failure to attend such screening could result in denial from the program;
 - j. Do not possess any firearms or illegal weapons;
 - k. Reside in Collin County
 - l. Remain within the supervising county (and contiguous counties) unless permitted to depart by the Supervision Officer;
 - m. Pay any restitution amount in-full before graduation from the DAOTP;
 - n. Maintain steady, full-time employment (part-time with approval) insofar as possible; if a

- student, then remain in school;
 - o. Submit a non-dilute random urine sample for drug testing (and/or other approved medical tests) as directed by the Supervision Officer and pay \$10 for such testing;
 - p. If directed by the Supervision Officer, call a designated number daily to determine the days I will submit a sample to test for illicit drug or alcohol use;
 - q. Drive only with a valid Driver's License or Occupational Driver's License and liability insurance.
13. I agree that other conditions may be assessed, as deemed necessary by the Supervision Officer.
14. I understand that sanctions for failure to complete any term of this agreement may be assessed by my Supervision Officer. I understand that sanctions may include but are not limited to increased phone calls/office visits with DAOTP administrators and/or treatment providers; demotion to the previous Phase until released by DAOTP administrators and/or treatment team; increased participation in treatment options, such as inpatient treatment or sober living; increased drug and/or alcohol screenings; additional community service requirements; and removal from the DAOTP.
15. Should there be a violation of this Agreement during my period of community supervision, I agree to:
- a. Appear in court on written notice;
 - b. Enter a plea of no contest or guilty to the above charge; and
 - c. Accept a punishment by agreement with the prosecution or allow the Judge to determine punishment following a contested punishment hearing.
16. I consent to communication between the Collin County District Attorney's Office and the DAOTP's Community Partners. With this consent, I understand that the Collin County District Attorney's Office and its Community Partners shall provide each other with the necessary information (progress reports, assessment information, case information, etc.) to ensure compliance with the terms, conditions, and contract items of the DAOTP. This authorization will remain in effect throughout the course of my participation in the DAOTP, unless revoked by my written notice.
17. I understand that the State of Texas agrees, upon my successful completion of the DAOTP and compliance with all of the conditions set forth above, that the State of Texas will dismiss any charges which have been filed against me in connection with this offense.

I acknowledge that I have received a copy of this Agreement and the conditions of supervision set out therein, and that I fully understand the same. I acknowledge that the foregoing conditions of supervision have been explained to me in full by my attorney. I acknowledge that I understand all of the waivers and conditions included in this Agreement, and by signing below, I hereby voluntarily enter into this Agreement.

Defendant's Printed Name

Defendant's Signature

Date

ASSERTIONS OF DEFENDANT'S ATTORNEY

In representing the Defendant and signing below, I acknowledge that I have read this Agreement and explained it to my client. I have also explained to him/her the nature and consequences of entering into this Agreement. The Defendant understands the conditions of the DAOTP, that failure to comply with the conditions will result in prosecution, and that anything in this Agreement may be used against the Defendant later at trial.

Attorney's Printed Name

Attorney's Signature

Date