

Case No.:

**SPARKS RECOVERY COURT**

IN THE JUSTICE COURT OF SPARKS TOWNSHIP

COUNTY OF WASHOE, STATE OF NEVADA

**SPARKS RECOVERY COURT AGREEMENT AND WAIVER**

**PRE-SENTENCE**

**A. CRIMINAL CHARGES – PROCEEDINGS**

1. I understand that I have been arrested in the Sparks Township and charged by criminal complaint with a misdemeanor offense that is eligible for referral to the *Sparks Recovery Court Program* (hereafter SRC). I hereby agree to give up my right to a bench trial on said charges and plead guilty to the criminal complaint filed in Court based on the negotiations with the State.

2. I further understand that if allowed by statute or other agreement between myself, the State, and the Court, my sentence will be deferred by the Court pending successful completion of treatment. Successful completion is determined by the SRC team pursuant to my plea negotiations. The SRC team is comprised of the Justice of the Peace, the Department of Alternative Sentencing, my treatment provider(s), the District Attorney’s Office, and my SRC attorney. Upon successful completion of the SRC program as ordered by the Court, I understand that I will be allowed to withdraw my guilty plea, the Court will dismiss the criminal charges pending against me in court, and my record in this proceeding will be sealed.

3. I further understand that if I fail to successfully complete the SRC program, then my case will proceed to sentencing, and I will be facing up to a \$1,000 fine and up to six months in the Washoe County Jail.

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3 4. I understand that I will be assigned an attorney for the SRC proceedings  
4 that may not be the same attorney which initially was retained or appointed. I  
5 agree to waive any conflict of interest and agree to allow the assigned SRC  
6 attorney to represent me in the SRC proceedings.

7 5. I understand and agree that successful completion of the SRC program  
8 will require a minimum of 12 months' participation.

9 6. I understand that while participating in the SRC, I will be on supervised  
10 probation, and my compliance with the program will be monitored by the Washoe  
11 County Department of Alternative Sentencing (hereinafter "DAS") pursuant to  
12 their rules and regulations (as set forth in a separate DAS agreement.)  
13

14 **B. WAIVER OF CONFIDENTIALITY**

15 I will sign a consent form waiving confidentiality of any medical treatment or social  
16 service records. If I withdraw consent, I understand that I will be terminated from the SRC  
17 program.

18 I understand that after acceptance into the SRC program, statements made by me to any  
19 SRC team member regarding the specific offense with which I am charged will not be used  
20 against me in any action or proceeding while participating in the treatment court.  
21

22 I further understand that such statements are not confidential and may be used against  
23 me if I attempt to commit perjury at a later date.

24 **C. RULES OF PARTICIPATION**

25 1. I will participate in alcohol and/or other drug treatment as  
directed by the Court including 12-step meetings as set forth in my treatment  
plan, and I agree to be supervised by the SRC team or any other person or entity  
designated by the SRC program. I will provide proof of attendance to my

1 treatment counselor of any 12-step program that I am directed to attend. I will  
2 obey all rules of the SRC program and pay all treatment program fees pursuant  
3 to Section E below.  
4

5 2. I will take urine tests when requested. I understand that the Court  
6 will use an 80-hour test for alcohol metabolites and that I will be held  
7 responsible for a positive test by coming in contact with substances that contain  
8 alcohol even if I do not ingest alcohol. I understand that the Court will  
9 determine if a urine sample is “dilute” and that a dilute test is considered a  
10 positive test and I will be terminated from the SRC program.  
11

12 3. I will obey all city, county, state, and federal laws and be of good  
13 conduct. I will report any arrest or citation to the SRC judge at my next court  
14 date.  
15

16 4. I will attend and fully participate in all treatment meetings, court  
17 hearings, and other scheduled appointments, and I will be on time.  
18

19 5. I will fully participate in treatment and in all other programs to  
20 which I am referred by the Court or the service’s supervisor to help maintain my  
21 sobriety and law-abiding lifestyle.  
22

23 6. I will maintain employment and/or attend an educational program  
24 and/or other program(s) as ordered by the Court.  
25

7. I have or will obtain a GED, high school diploma, or other high  
school equivalency diploma prior to graduation from the SRC program.

8. I will keep the Court, treatment provider, and the DAS informed  
of my current address, telephone number(s) including any pager or mobile  
phone number, and employment, and report any change within two calendar  
days excluding weekends and holidays.

1                   9.       I will obtain permission from the SRC before any overnight  
2 travel.

3  
4                   10.       I agree that I will not use, possess, or associate with persons who  
5 use or possess any controlled substance or illegal drug, including but not limited  
6 to marijuana, heroin, cocaine, and methamphetamine, PCP, or LSD. I will not  
7 use or possess alcohol. I will not use or possess any other drug without the  
8 permission of the SRC Judge. I will not eat foods containing poppy seeds or  
9 take over-the-counter medications prohibited by the Court which may result in a  
10 false positive urine test.

11                   11.       I will submit to random chemical testing to detect the presence of  
12 any prohibited substance including drugs and alcohol. I will be honest with my  
13 treatment provider and the SRC team regarding any use of alcohol, controlled  
14 substance, and/or prescribed over-the-counter medication. I understand that the  
15 results of any such test shall not be utilized by the District Attorney's Office for  
16 any prosecution of criminal charges against me. However, I further understand  
17 and agree that such information may be considered by the Court in determining  
18 whether I should remain in the SRC program.

19                   12.       I agree that the Court will rely on a presumptive chemical test  
20 result. I may request a further confirming test but if I test positive, I will not  
21 only be responsible to pay the cost of the test, but diversion may be terminated  
22 based on my failure to be honest with the Court about my drug use.

23                   13.       I understand that my person, residence, and vehicle(s) are subject  
24 to search and seizure at any time day or night without a warrant by any peace  
25 officer to determine the presence of alcohol or a controlled substance.

1                   14. I understand that this list of SRC rules is not exhaustive and that  
2                   the Court may add requirements at any time.

3  
4     **D. VIOLATIONS AND SANCTIONS**

5                   1. I understand that a violation of any SRC rule is Contempt of the  
6                   Court's order and will result in sanctions which may include unsuccessful  
7                   termination from the program.

8                   2. I understand that failure to fully participate, failure to appear,  
9                   positive urine tests, and other program failures will result in sanctions being  
10                  imposed against me which may include being in custody pending a SRC  
11                  program termination hearing or summary termination from the SRC program.

12                  3. I understand that any attempt to falsify a urine test is grounds for  
13                  immediate termination from the SRC program and immediate sentencing on the  
14                  criminal charges against me. I understand that a missed test will be considered a  
15                  test which is positive for drugs and will be subject to the same sanctions as a test  
16                  which actually tested positive for drugs.

17                  4. I understand that a failure to appear for a court date or any other  
18                  breach of this Agreement will result in an immediate bench warrant.

19                  5. I understand and agree that the Court has the discretion to  
20                  terminate me from the SRC program if I am arrested and formally charged with  
21                  a new crime while I am participating in the SRC program or if I fail to  
22                  participate to the Court's satisfaction.

23                  6. I understand that any threat, violence, or misconduct at or against  
24                  an SRC team member, including the treatment provider and fellow participants,  
25                  will result in sanctions up to and including termination from the program.

7.     Minimum Sanctions are as Follows:

1	Missed court appearances	Bench warrant/jail
2	Missing appointments with DAS	Bench warrant/jail
3	Missed support meetings	Increase number of meetings/make-up
4	Missed treatment (1 <sup>st</sup> offense)	Admonition/8 hours of community service
5	Missed treatment (2 <sup>nd</sup> offense)	Community service/sentence to jail up to 3 days
6	Missed drug test (considered positive)	Sentence to jail up to 3 days
7	Positive drug test	If honest, sentence up to 3 days jail
8	Tampered drug test	Termination
9	Inappropriate behavior at facility	Reprimand/essay/jail/community service/termination
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11	Violation of court order	Reprimand/jail
12	New criminal charges	All sanctions available determined on charges and disposition
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14	Failure to perform sanctions	Increase sanction up to 1-3 days in jail
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1 Noncompliance with treatment plan 8 hours of community service/phase back  
2 modification of treatment plan

3 Forged 12-step meetings Termination

4 Dishonesty Termination

5 **E. PAYMENT FOR THE SRC PROGRAM**

6 1. I understand and agree that I am responsible for the payment of  
7 my treatment and supervision fees in the SRC program unless other  
8 arrangements are made and approved by the SRC team.

9 2. I understand and agree that I may be required to apply for  
10 Medicaid to determine my eligibility. If Medicaid determines that I am eligible  
11 to receive benefits, I understand that my treatment services will be paid for by  
12 Medicaid and I will be required to periodically report to Medicaid to maintain  
13 coverage.

14 3. I understand and agree that the SRC program is a minimum of 12  
15 months but may be longer depending on my individual progress; I will be  
16 obligated to pay the additional treatments costs, if I am ineligible for Medicaid,  
17 of \$25 per treatment session while in Phase I, II, III and IV of the SRC program.  
18 The number of treatment sessions will decrease as I progress through the  
19 Program.

20 4. I understand and agree that I will be obligated to pay supervision  
21 fees to DAS of \$40 per month.

22 5. I understand and agree that I will be obligated to pay court fees to  
23 the SRC program in the amount of \$20 per month.

24 6. I understand that if I have completed the counseling requirements  
25 of the SRC program but have not completed payment on any amounts owed to

1 the Court, the county, the treatment provider, or restitution to the victim, I will  
2 not graduate until all fees and restitution are paid in full.

3  
4 7. I understand and agree that after I have completed the counseling  
5 requirements and I still owe money to the Court, the county, the treatment  
6 provider, or restitution to the victim, the criminal charges against me will not be  
7 dismissed until I have paid off all amounts owed.

8 8. I understand that if I am terminated from the SRC program for a  
9 violation of any rule that I will still be required to pay any amounts owed to the  
10 Court, the county, or the treatment provider. If a jail sentence is imposed, the  
11 remaining balance owed will still be required to be paid and the Court will use  
12 its contempt of court power to enforce this Order.

13  
14 I have read and understand the Sparks Recovery Court Agreement and Waiver, and I  
15 agree to abide by all the terms and conditions stated within these documents. I have had the  
16 opportunity to discuss this Agreement with legal counsel.

17 DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

18  
19  
20 \_\_\_\_\_  
21 Defendant

22  
23 \_\_\_\_\_  
24 Attorney for Defendant  
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