



Program Agreements and Expectations

- I agree to abide by any and all of the conditions/rules/expectations set forth by my case manager, outlined in the program manual, the conditions of my bail, and/or the conditions of my community supervision.
- I agree that violence of any kind will not be tolerated and will be grounds for my immediate termination.
- I agree to attend all treatment sessions, support groups, probation appointments, and any other appointments as required by my Case Manager.
- I agree to maintain absolute sobriety and to submit to alcohol and drug testing as requested by my case manager. I understand that I am responsible for abiding by the prescription drug and over the counter (OTC) guidelines outlined in the program manual.
- I agree to abide by the travel rule and not leave the state without prior permission from the Program Coordinator, and to keep my case manager informed of my current address and phone number.
- I understand the program fees and my financial responsibilities associated with the program and that I can speak to my case manager about any difficulties in meeting my financial obligations during my participation in the program.
- I acknowledge that my case manager has reviewed with me my right to privacy, policies regarding confidentiality, and instances in which information about my participation in the program will be shared with the various individuals and agencies involved in my participation in the program.
- I understand that my participation in this program is voluntary.
- I understand that I have the right to discontinue this program at any time and proceed through the court system and/or with my community supervision. I agree that if I choose to voluntarily discharge myself, I will discuss it with my case manager, the program coordinator, as well as my attorney and/or probation agent so that I understand the consequences of discharge.
- I understand that I have the right to review with counsel, at my expense, the merits of my case and the diversion program requirements and guidelines prior to making the decision to participate.
- I understand that I may be unsuccessfully discharged from the program if I fail to comply with the program requirements, fail to complete the recommended treatment, violate the conditions of my probation and/or bail, or commit a new criminal offense.
- I have reviewed the participant information with my case manager, been given a copy of the participant manual, fully reviewed all program information, and understand that by signing this document I verify that I agree to abide by all requirements.

Participant Date

Case Manager/Witness Date



Financial Agreement 3rd OWI

- To participate in the Washington County OWI Diversion Program there is a total program fee of \$900.
- This includes the cost of the Intoxicated Driver Program (IDP) assessment, which is normally \$265.
 - Completion of the IDP assessment and the recommended treatment is a requirement of the OWI Diversion Program. Any client seeking an exception to this must discuss it with their case manager and have it approved by the program coordinator.
- Once a client decides they wish to participate in the program, and have their first appointment after admission, a \$300 fee will be due.
 - If the client already paid the IDP assessment fee, they will owe \$35 at their first appointment
- All 3rd OWI participants must agree to have their cash bond given to Elevate, Inc. upon their conviction. The Washington County Clerk of Courts will manage this transaction.
- If the initial \$300 program fee equals more than the total \$900.00 total program fee, Elevate, Inc. will refund the client for any amount over \$900.
- If a client submits a urine drug screen or oral fluid test with a preliminary positive result during an appointment, denies use, but the sample is confirmed positive by the lab, the client will be charged \$35 per instance.
- If a client submits a positive preliminary breath test during an appointment it will result in a fee of \$5. Any client required to submit a mandatory re-test the same day will not incur an additional charge.
- Clients are responsible for all costs associated with treatment, ignition interlock device, legal fees/fines, and/or probation.
- Any clients experiencing financial hardship and unable to pay program related fees should discuss it with their case manager and/or the program manager.
- The Department of Corrections may also be able to assist with some of the OWI offense-related costs if a client is experiencing financial hardship. This can be discussed with each client’s probation agent as needed.
- Clients are responsible for paying all program fees before completion of the program.

I certify that I have reviewed the financial agreement with my case manager:

Participant Signature	Print Name	Date
-----------------------	------------	------

Witness Signature	Print Name	Date
-------------------	------------	------



Drug and Alcohol Testing Protocol

- All clients agree to submit to alcohol and drug testing as required throughout their participation in the diversion program.
- Testing will be conducted via urine drug screen (UDS), oral fluid test (OFT), fingernail and preliminary breath test (PBT).
- Testing typically occurs during scheduled appointments, however, all clients are subject to random testing at the request of their case manager throughout their participation in the program.
- Test may be randomly witnessed.
- Clients are encouraged to report any substance use since their last appointment prior to testing.
- Any diluted sample is considered an attempt to tamper with the test results and will be considered a positive test.
- Any preliminary positive UDS or OFT will be sent to a laboratory for confirmation.
- All clients must read, understand, and agree to abide by the over the counter drug policy and the controlled substance/narcotic prescription policy during their participation in the program.
 - In short, this indicates that all clients must inform their case manager of any new over the counter medication during their appointment. Clients must also report any changes in or any new prescription medications. Clients are required to bring in any new prescription medication to be verified by their case manager.
 - Clients are expected to bring in all narcotic and controlled substances in weekly or as designated by the case manager for a medication count. Prescriptions medications must be brought in the original container and have the prescription label attached. The case manager and client will count medications to ensure that all doses are accounted for.
- Any failed tests and dishonesty about substance use will be included in program reports to Washington County Circuit Court and/or the Department of Corrections.
- If a client is unable or unwilling to provide a specimen during their appointment or leaves Elevate prior to testing, the test(s) will be considered a refusal and count as though the test was positive.
- If a client misses an alcohol or drug test due to a missed appointment, they will have 24 hours to make up that appointment.
 - Clients are responsible to contact their case manager if they expect to miss an appointment and need to reschedule.
 - Failure to contact their case manager when missing an appointment and/or failure to make up any missed tests within 24 hours will be considered noncompliance with the program requirements.

I certify that I have read, reviewed, understand, and agree to the drug and alcohol testing procedures with my case manager:

Participant Date

Case Manager/Witness Date