

STATE OF WISCONSIN,

STATEMENT AS TO NEGOTIATED
PLEA AND DIVERSION CONTRACT

Plaintiff,

vs.

Case No. XX-XX-XXXX

Defendant X

Defendant.

AGREEMENT AS TO DISPOSITION OF CHARGES

I, Noah Wishau, Assistant District Attorney for Racine County, state that I have entered into a negotiated plea and contract to resolve charges in the above-entitled matter as follows:

The defendant has requested entry into the Drug Court Program (hereinafter referred to as "Program") as part of the disposition of pending criminal charges. The Drug Court Team has found the defendant to be a suitable candidate for this Program. Should the defendant be terminated from the Program, the defendant will return to the sentencing court for imposition of sentence following revocation proceeds.

PLEA AND SENTENCING CHARGES:

TOTAL POSSIBLE SENTENCES:

SENTENCE RECOMMENDATION BY THE PARTIES ON PLEA AND SENTENCE
CHARGES:

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DIVERSION CONTRACT

1. The defendant agrees to waive the right to confidentiality of the treatment records, medical records and dental records obtained in connection with the Drug Court program and agree to communication of same to and between the defendant's treatment providers, the Court and Treatment Court Team.
2. The defendant agrees to inform health care providers, including doctors and dentists of the defendant's participation in Drug Court and receiving treatment for an addiction.

3. The defendant agrees that information relevant to the progress and participation in treatment may be discussed and that statements made by the defendant to treatment providers are for treatment and not for any other purpose including use in any other criminal proceeding or investigation in which the defendant is either a potential witness or suspect.
4. That after completion of this contract, successfully or unsuccessfully, the Court will seal the above treatment reports.
5. That the waiver of confidentiality of treatment records is limited to the length of this contract.
6. The defendant agrees to waive the right of an attorney, confrontation, cross-examination of witnesses and appeal, with respect to a determination of sanction resulting from a program violation. However the defendant does maintain all due process rights for revocation and/or termination of the program.
7. The defendant agrees to waive the right to dispute the findings of any laboratory reports submitted to the Court.
8. The defendant understands that the following violations may result in a jail sanction:
 - a. A positive UA or BA;
 - b. Possession or use of alcohol or controlled substances without a prescription;
 - c. Tardiness or failure to appear for court, a UA or BA, a case management meeting, a check-in or treatment appointment;
 - d. Refusal to take a chemical test;
 - e. Falsifying or attempting to falsify a drug test;
 - f. Being charged with a new criminal offense or failing to report a new arrest to my case;
 - g. Failing to report to case management any prescribed medication that the defendant is taking;
 - h. Possession of weapons without prior approval;
 - i. Not being honest about drug or alcohol use;
 - j. Engaging in any threatening or assaultive behavior towards staff or other participants;
 - k. Violating any other requirement expressly imposed by the Court or case management.
9. The defendant understands that repeated contract violations may result in a jail sanction, extension of my contract, termination from program, or such other sanctions as the Court deems appropriate.
10. The defendant must pay all required fees before being eligible to graduate, and if the defendant is terminated from the program any unpaid fees owe will be added to the court cost assessed against the defendant's criminal case.

11. The defendant understands that to graduate from the program, the defendant must remain drug and alcohol free for a minimum of three months prior to graduation.

Dated _____

RACINE COUNTY DISTRICT ATTORNEY

XXXXXX

Assistant District Attorney

ATTORNEY'S STATEMENT

As attorney for the defendant, I certify that the above Agreement is a full, true, and correct statement of the negotiations. I further certify that I have fully and correctly informed the defendant of all of the terms of the negotiated plea as above stated. I have advised the defendant that this Agreement is not binding on the court. I have also advised the defendant as to the ramifications of the Diversion Contract portion of this Agreement, and the potential for the diverted charges to be either dismissed or entered into the record based upon the defendant's success or failure in the Program. The defendant understands that the sentencing court may, upon entry of conviction for the diverted charges, sentence the defendant to the maximum penalties authorized for said matters. Finally, I have discussed the Program with the defendant to specifically include the rights waived by the defendant and the confidentiality issues raised upon entry into the Program.

Dated _____

Attorney for Defendant

DEFENDANT'S STATEMENT

I have read the foregoing document and I have discussed it with my attorney. I fully understand this Agreement. The above Agreement is a complete, true, and correct statement of the agreement between the State and myself. I have no reservations about what I am pleading to and

I confirm that there are no other agreements than what is set forth in this document. I have been advised that the Agreement is not binding on the court. I further agree to follow all conditions imposed upon me by the sentencing court, the Treatment Program , and the Department of Probation and Parole while in the Program. I understand that if I am discharged from the Program based upon unsuccessful participation in the Program that the diverted charges will be entered into the record and I will precede to the appropriate court for imposition of sentence on those charges.

Dated _____.

Defendant X