

**SYRACUSE COMMUNITY  
TREATMENT COURT**

Hon. Mary Anne Doherty, Supervising Judge  
Magdalena Postolovska, Resource Coordinator

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**SYRACUSE COMMUNITY TREATMENT COURT CONTRACT**

STATE OF NEW YORK      CITY OF SYRACUSE  
COUNTY OF ONONDAGA      CITY COURT

THE PEOPLE OF THE STATE OF NEW YORK

**JOSE RODRIGUEZ**

The Syracuse City Court, Onondaga County District Attorney and above-named defendant, agree that the following charge(s) will be adjudicated by and disposed of in the SYRACUSE COMMUNITY TREATMENT COURT pursuant to the provisions of this contract.

<u>CHARGE(S)</u>	<u>DR#(S)</u>
PL-220.03, 220.50 (3X)	19-498447
VTL-1212, 511.1, OTHERS	20-447961

1. Defendant hereby voluntarily agrees to enter into Syracuse Community Treatment Court as an alternative to the continued criminal prosecution of the above charges under conditions summarized below and in the Treatment Plan which will be developed upon completion of defendant's evaluation. **Defendant's entering Syracuse Community Treatment Court after successfully completing CARE Court and are deemed to be stabilized, will enter this program in Phase II. Phase I requirements having been achieved in CARE Court to include clean time, completion of program orientation and engagement in treatment services.**
2. Defendant agrees to meet or report to the treatment provider(s) as required and to follow their recommendations.
3. Defendant agrees to random testing for drug or alcohol use.
4. Defendant agrees to return to Syracuse Community Treatment Court periodically as requested by the court and understands that he/she may have to periodically report to the court for a minimum of 12 - 18 months depending on progress.
5. Defendant understands that if he/she misses any court dates, a bench warrant may be issued by the Syracuse Community Treatment Court Judge, and he/she may be terminated from the Syracuse Community Treatment Court by the Treatment Court Judge.

6. Defendant understands that he/she must inform the Syracuse Community Treatment Court and treatment provider immediately of any changes in address and phone number and reside in an approved halfway house or inpatient facility whenever required.
7. Defendant understands that any new arrest while in this court must be reported to the Syracuse Community Treatment Court and may be grounds for immediate termination by the Syracuse Community Treatment Court Judge.
8. Defendant hereby knowingly, and voluntarily agrees that the time spent in the Syracuse Community Treatment Court will be excluded for “speedy trial” purposes. Defendant has been informed by his/her attorney that he/she has a right to a speedy trial and what the effect of this agreement is.
9. Defendant understands that he/she will be required to discuss with treatment providers and the Syracuse Community Treatment Court his/her drug use, and that any statement he/she makes regarding drug use in the Syracuse Community Treatment Court and/or for the purpose of treatment will not be used against the defendant as evidence in any current or future criminal prosecution.
10. Defendant understands that his/her right to file written pre-trial motions will be reserved. Should the defendant be terminated from this program, he/she will have at least 45 days from the termination date to make such motions.
11. Defendant agrees to sign reasonable authorizations for the release of information required by the Syracuse Community Treatment Court. It is understood that any information regarding the defendant’s treatment and progress in treatment identifying the defendant will not be released to persons not working for the Syracuse Community Treatment Court and/or treatment providers without the further authorization of the defendant.
12. Defendant agrees to keep all appointments required and to participate in programs including:
  - a. treatment programs
  - b. counseling programs
  - c. education programs
  - d. vocational programs
  - e. day reporting centers
  - f. other reasonable rehabilitation requirements
13. Defendant agrees that in the event he/she fails to keep any program appointments (in the absence of an explanation satisfactory to the Syracuse Community Treatment Court), fails to comply with any reasonable request or requirement, or tests positive for any non-prescribed drug and alcohol the Syracuse Community Treatment Court may immediately make necessary adjustments in requirements and may impose sanctions including jail time. **Additionally, defendant understands that he/she may be referred to the CARE Court for stabilization at any time during this process if the Treatment Court team feels they are at risk of overdose or death stemming from opiate use and/or continued use of any other mood altering substance. Defendant will be restored to the SCTC after they are deemed stable and will continue in their current Phase until the benchmarks for that Phase are met.** Defendant agrees that if a jail sanction is imposed, they will be held without bail for the duration of the sanction.

14. Defendant understands that if he/she violates any terms of this contract and/or fails to work diligently towards the goals of this program, he/she may be terminated from the Syracuse Community Treatment Court. Upon termination, defendant's case
- a) if pre-plea, will be returned by the Syracuse Community Treatment Court Judge for prosecution outside of the Syracuse Community Treatment Court.
  - b) if post-plea, the Syracuse Community Treatment Court Judge will order a pre-sentence report from Probation, or an update of the prior pre-sentence report, and after receipt of the report impose sentence on defendant.
  - c) if a violation of probation, the Syracuse Community Treatment Court Judge will discharge defendant from probation and impose sentence on the underlying charge.
15. Defendant understands that he/she is required, as a part of this contract, to complete **50** hours of Community Service at an approved location within the community. Said hours need to be documented and submitted to the Court 60 days prior to completion of this contract in order to be considered for graduation.
16. I understand that the staff of the drug court, which may include the judge presiding over my case, will be meeting at regularly scheduled staffing to discuss my ongoing progress and participation in the drug court program, and such meetings may include my substance abuse treatment provider. I understand that my attorney is invited to these meetings and may or may not attend them in his or her discretion. I agree that any non-appearance by my attorney at a staffing shall be deemed a waiver of his or her participation for that particular staffing. I further understand and agree that communications during these staffing's may take place in the absence of myself and my attorney and that the judge may consider such communications.
17. Defendant agrees that there is no right to appeal to any other court a judicial determination by the Syracuse Community Treatment Court Judge of dismissal from the Syracuse Community Treatment Court.
18. The parties to this contract agree that if the defendant complies with the provisions of this contract and treatment plan, including modifications approved by the Syracuse Community Treatment Court Judge, the charges herein above listed will be disposed of as follows:

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Defendant \_\_\_\_\_ Date \_\_\_\_\_

**CERTIFICATION OF ATTORNEY**

I, \_\_\_\_\_ hereby certify that I am attorney of record (or am authorized to appear on behalf of the attorney of record) for the above-named defendant and that I have explained to him/her his/her rights and that he/she has freely and knowingly entered into the within CONTRACT.

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Onondaga County District Attorney

\_\_\_\_\_  
Date

\_\_\_\_\_  
Judge, Syracuse Community Treatment Court

\_\_\_\_\_  
Date