

1
2 **IN THE CIRCUIT COURT OF THE STATE OF OREGON FOR JACKSON COUNTY**

3
4 STATE OF OREGON,
5 vs. Plaintiff
6
7 Defendant

CASE NUMBER: _____

TREATMENT COURT ORDER AS TO COUNTS:

**MENTAL HEALTH COURT
PETITION, WAIVER AND
AGREEMENT**

8
9
10 RELATED CASES:
11 _____
12 _____

13
14 I, _____, respectfully petition the Court for acceptance
15 into the Jackson County Mental Health Court program (herein referred to as "MHC" or
16 "Program"). If this Petition is allowed by the Court, I understand and agree to waive and/or
17 give up the following rights and carry out the contract provisions listed below.

- 18
1. I hereby give up any former jeopardy rights as to all MHC charges, severed charges,
and civil forfeitures.
 - 19
20 2. As to my MHC charges, I hereby give up my right to a speedy trial; right to a jury
21 trial; right to call witnesses and to cross examine the State's witnesses; right to
22 testify; right to remain silent; and right to any motions to suppress or dismiss or
23 demure.
 3. I understand that after entering MHC, my decision to participate is irrevocable and I
cannot opt out of the Program.
 - 24 4. I understand that participation in MHC is for a minimum of 18 months and may be
25 extended per the decision of the MHC Team so that I can successfully complete the
26 Program.
 - 27 5. I understand I will be placed on formal probation until I have completed MHC, and
28 in some agreements, to continue after completion of the Program.

- 1 6. I understand that I must reside in Jackson County for the duration of the Program
2 and will not be allowed to transfer my probation to another county or state.
- 3 7. I understand that any violation of the terms of this agreement, commission of a new
4 crime, or any failure in the Program may result in sanctions including, but not
5 limited to: Community service, individual assignments, electronic monitoring,
6 increased supervision and court appearances, and jail.
- 7 8. I understand that at any time the State may request my termination from the
8 Program for non-compliance or should I cease to meet eligibility requirements. I
9 understand that if I am terminated, my case will proceed directly to sentencing, and I
10 will not be entitled to a show cause hearing. If I entered the program on a suspended
11 sentence, that sentence will be imposed without further delay and may include jail or
12 penitentiary time. I understand that the decision to terminate my participation in the
13 Program is decided by the Court and this decision is irrevocable.
- 14 9. I understand that failing to maintain contact with the Program and its team
15 members or failing to report to the Court as instructed will result in a warrant. By
16 signing this petition, I understand that I may be terminated from the Program if
17 such a warrant is active for more than 180 days. I waive my right to a formal
18 Program termination hearing if the warrant is active for more than 180 days. I
19 understand that, if my participation in the Program is terminated, that I will remain
20 subject to all the terms and conditions of my probation until the Court orders
21 otherwise.
- 22 10. I understand that Oregon law prohibits a lawyer or others from communicating with
23 a judge about a case unless all parties are present. I also understand that in
24 treatment court programs, it is necessary and beneficial for parties to be able to
25 discuss matters involving my case with the Judge and other MHC Team Members
26 when all parties are not present. I freely, voluntarily, and knowingly waive any
27 restriction against the members of the MHC Team, other professional affiliates, and
28 the Court from engaging in conversations about my case. I also consent to the
disclosure of confidential information to all members of the MHC Team as it relates
to my progress in the Program.

PROGRAM AGREEMENT

GENERAL CONDITIONS

1. I will comply with all orders of the Court and directives from any member of the MHC Team.
2. I will be truthful and honest in all communication with the MHC Team and my treatment providers.

- 1 3. I will not frequent places or associate with persons using or possessing controlled
2 substances or committing crimes.
- 3 4. I will not leave Jackson County without permission from the MHC Probation Officer
4 and I understand that out of state travel is generally not approved.
- 5 5. I will not possess firearms or restricted weapons.
- 6 6. I will remain law abiding and will report any police contact immediately to the MHC
7 Team.
- 8 7. I will pay fines, restitution, or other fees as ordered by the Court.

9 10 RESIDENCE REQUIREMENTS

- 11 8. I agree to reside in shelter approved by the MHC Team, within Jackson County.
- 12 9. I hereby permit the MHC Probation Officer or their designee to visit my residence or
13 worksite and consent to the search of my person, vehicle or premises, upon an officer
14 having reasonable grounds to believe that evidence of a violation will be found. I
15 understand that by refusing to answer the door for the Probation Officer, or by my
16 family or roommates refusing to answer the door, I will be in violation of this
17 agreement.
- 18 10. I agree to pursue intermediate and long-term housing options with the help of a case
19 manager. I understand that before I sign a lease or other housing agreement, the
20 MHC Probation Officer will conduct a home visit and background checks on all
21 roommates.
- 22 11. I agree to take any placement recommended for my wellness and safety, including
23 supportive housing, residential treatment, or foster care. I understand that I may not
24 give notice or move out of my placement without approval from the MHC Team.

25 TREATMENT EXPECTATIONS

- 26 12. I will complete one or more diagnostic assessments for the development of my
27 treatment plan, to include mental health and substance abuse assessments.
- 28 13. I will engage in any treatment recommended, including but not limited to,
individual therapy, groups, case management, and skills training. I understand that I
cannot take a passive role in treatment, such as refusing to participate in sessions or
not completing homework assignments.

- 1 14. I will work with a licensed medical provider for medication management and agree
2 to adhere to all prescribed medication regimens. I agree to not discontinue any
3 medications on my own and understand that concerns about medication compliance
4 may be addressed by frequent blood draws and/or recommendation for long-acting
5 injections.
- 6 15. I hereby authorize release of all mental health and substance abuse treatment
7 information to the Court as provided in the Specialty Court Consent. I understand
8 that any such information shall not be utilized by the State for prosecution but may
9 be considered by the Court in deciding if I may remain in MHC. I agree to sign any
10 subsequent releases deemed necessary by the Court or treatment providers for case
11 and care coordination.

12 ABSTINENCE FROM DRUGS AND ALCOHOL

- 13 16. I agree to abstain from all mind- and mood-altering substances for the duration of
14 the Program, including illicit drugs, nonprescribed medicines, alcohol, marijuana,
15 and any products intended for intoxication, such as Kratom, synthetic marijuana,
16 bath salts, etc.
- 17 17. I will consult with the MHC Team before requesting a prescription for
18 benzodiazepines, hypnotics or other sedatives, opioids, or amphetamine-based
19 medications.
- 20 18. I understand that medical marijuana is not permitted in MHC per federal guidelines
21 and that there is no exception to this rule.
- 22 19. I will not abuse any prescribed or over-the-counter medications. I will not take
23 anything that includes alcohol, dextromethorphan (cough suppressant), or
24 ephedrine-based products without the permission of the MHC Team.
- 25 20. I agree to submit to testing as asked by a treatment provider, doctor, probation, or
26 any member of the MHC Team. Refusals to submit to testing, or to follow
27 instructions for testing notification, will be considered positive tests.
- 28 21. I will not consume any products containing poppy seeds or alcohol (e.g. mouthwash,
hand sanitizer, breath spray) as they may cause false positive results. I understand
that a false positive test, under these circumstances, will not be excused as I have
been informed of this policy.
22. I understand that tampering with drug tests, including excessive fluid consumption
or use of products intended to mask substances, will result in a consequence greater
than the consequence for admitting to substance use.

1 23. I agree to change “people, places and things” as it relates to my sobriety and
2 wellness, and will not associate with known substance users, or frequent places
3 where alcohol is the chief item of sale (bars, clubs, liquor stores), cannabis
dispensaries, or attend gatherings where people are using illegal substances. I
understand that I will not be permitted to work on a cannabis or hemp farm.

4 24. I agree to not work with any police agency on cases where I may encounter illegal
5 drugs. I understand I am not prevented from voluntarily providing historical
6 information regarding my previous involvement in substance-related or criminal
7 activity.

8 OTHER CONDITIONS

9
10 25. I will maintain OHP or other health coverage throughout my time in MHC and will
11 seek help from a case manager if I cannot do this on my own.

12 26. I will obtain a primary care provider within the first 30 days of MHC and will not
13 utilize urgent care or hospital emergency rooms unless medically necessary. I agree
14 to notify the MHC Team immediately of any visits to urgent care or the hospital and
will provide the complete discharge summary to the Court.

15 27. I agree to obtain a payee for any disability benefits if the MHC Team decides it is
16 necessary for my safety and stability.

17 28. I agree to participate in any additional classes or activities as decided by the MHC
18 Team, which may include classes on criminal thinking, wellness groups, and
community-based recovery groups.

19 29. I will be responsible for maintaining my schedule, attending appointments and
20 groups on time, and setting up transportation. I agree to work with a skills trainer if I
21 am struggling in these areas. If I unable to meet my requirements due to medical or
22 physical conditions, I agree to notify and work with my health care and treatment
23 providers and follow any recommendations.

24 30. I will return phone calls to the MHC Team and my treatment providers within 24
25 hours. If I cannot afford a phone, I will work with a case manager to obtain one
26 through a government program. I agree to activate and check my voicemail
27 frequently.

28 31. I understand I will be required to find productive things to do, outside of my
treatment. This may include working with supported employment/education
services, vocational trainings, volunteer work, or working at the Compass House. I
agree to actively participate in these or any other self-sufficiency related activities
recommended.

1 **I have read the above statement of the rights that I must waive and/or give up and**
2 **the agreements I must make. I understand what I have read and do hereby**
3 **voluntarily and knowingly give up these rights and enter into these Agreements**
4 **with the Court.**

5
6 _____
7 Petitioner's Signature

_____ Date

8
9 _____
10 Print Name

11 _____
12 Street Address

City

State

Zip Code

Phone

13
14
15 **CERTIFICATE OF COUNSEL**

16 The undersigned, as attorney for the above-named defendant, certifies as follows:

17 I have read the foregoing Affidavit and have discussed with the defendant each section
18 contained therein;

19 I have fully explained to the defendant each statutory provision cited in the foregoing
20 Affidavit, and it is my opinion that the defendant comprehends and understands the laws
21 applicable in this matter.

22 To the best of my knowledge and belief, the statements, representatives and declarations
23 made by the defendant in the foregoing Affidavit are in all respects accurate and true.

24 _____
25 Attorney for Defendant / OSB #

_____ Date

26 _____
27 Print Name
28