

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

3
4 STATE OF OREGON,

Plaintiff

5 vs.

6
7 Defendant

CASE NUMBER:

TREATMENT COURT ORDER AS TO COUNTS:

8
9
10 RELATED CASES:

WELLNESS COURT

PETITION, WAIVER AND
AGREEMENT

11
12
13
14 I, _____, respectfully petition the Court for acceptance
15 into the Jackson County Wellness Court program (herein referred to as "Program"). If this
16 Petition is allowed by the Court, I understand and agree to waive and/or give up the following
rights and carry out the contract provisions listed below.

- 17 1. I hereby give up any former jeopardy rights as to all Program charges, severed
18 charges, and civil forfeitures.
- 19 2. As to my Program charges, I hereby give up my right to a speedy trial; right to a jury
20 trial; right to call witnesses and to cross examine the State's witnesses; right to
21 testify; right to remain silent; and right to any motions to suppress or dismiss or
demure.
- 22 3. I understand that after entering the Program, my decision to participate is
23 irrevocable and I cannot opt out of the Program.
- 24 4. I understand that participation in the Program is for a minimum of 12 months and
25 may be extended per the decision of the Program Team so that I can successfully
complete the Program.
- 26 5. I understand I will be placed on formal probation until I have completed the
27 Program, and in some agreements, to continue after completion of the Program.
- 28

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

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

RESIDENCE REQUIREMENTS

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

TREATMENT EXPECTATIONS

12. I will complete one or more diagnostic assessments for the development of my treatment plan, to include mental health and substance abuse assessments.
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 The Program. I agree to
10 sign any subsequent releases deemed necessary by the Court or treatment providers
11 for case 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 Program 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 the Program per federal
21 guidelines 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 Program Team.
- 25 20. I agree to submit to testing as asked by a treatment provider, doctor, probation, or
26 any member of the Program 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
4 dispensaries, or attend gatherings where people are using illegal substances. I
5 understand that I will not be permitted to work on a cannabis or hemp farm. I
6 further understand that I am not to be in frequent contact with, or maintain
relationships with, individuals who are not sober, and I also understand that I am
required to report any significant relationships, including engagements or marriages,
to the Probation Officer, with the understanding that they will review this
individual's personal and criminal history.

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

10
11 OTHER CONDITIONS

12
13 25. I will maintain OHP or other health coverage throughout my time in the Program
14 and will seek help from a case manager if I cannot do this on my own.

15 26. I will obtain a primary care provider within the first 30 days of the Program and will
16 not utilize emergency medical services (urgent care, hospital, ambulance) unless
17 necessary. I agree to notify the Program Team immediately of any visits to urgent
care or the hospital and will provide the complete discharge summary to the Court.

18 27. I agree with the appointment of a fiduciary or payee for my disability benefits if the
19 Program Team determines that such an arrangement is necessary for my safety and
stability.

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

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

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

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

I have read the above statement of the rights that I must waive and/or give up and the agreements I must make. I understand what I have read, and I voluntarily and knowingly give up these rights and enter into these Agreements with the Court.

Petitioner's Signature

Date

Print Name

CERTIFICATE OF COUNSEL

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

I have read the foregoing Affidavit and have discussed with the defendant each section contained therein.

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

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

Attorney for Defendant / OSB #

Date

Print Name