



CAUSE NO. _____

The State of Texas

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In the District Court

v.

of Comal County, Texas

Defendant

Judicial District

**COMAL COUNTY MENTAL HEALTH COURT
PARTICIPANT CONTRACT**

Name: _____ DOB: _____
Address: _____ Cell No.: _____
Email: _____
Emergency Contact: _____
Phone: _____

Please read this carefully and initial each term, indicating you understand the Comal County Mental Health Court policies and procedures and agree to participate under these following terms and conditions of participation in the Comal County Mental Health Court. The Specialty Court reserves the right to modify this agreement with proper notice. By signing this document you are indicating that you voluntarily enter into this Contract and agree to be bound by its terms.

I have chosen to pursue treatment and services in the Mental Health Court (MHC). This agreement is a contract between me and the Judge. I understand that the purpose of the Mental Health Court is to help me stay engaged in treatment for my mental illness so that I can live a better life and remain law abiding. I acknowledge the opportunity to participate in this program is a privilege, not a right. I understand that accountability is an important part of the program. I acknowledge I have been accepted into the Mental Health Court, thus the following terms and conditions will apply to me and I am bound to comply with them) as long as I am a participant in the program: **(initial each term and condition)**

____ 1. Entrance into the Mental Health Court **requires a plea of "guilty" or "no contest" and a minimum of a 12-month term of probation.** If I am granted in from a current term of supervision, I agree to have my term of community supervision or pretrial diversion extended as such to complete the Mental Health Court Program.

_____ 2. ***I agree to pay the Mental Health Court fee, not to exceed \$250.00*** to subsidize program costs. The fee is contingent upon each individual's ability to pay; and is collected at the County Clerk's Office.

_____ 3. Upon entry into the Mental Health Court Program, a Defense Attorney assigned to the Mental Health Docket will advocate for you for the duration of your program participation or you can hire a private attorney at any time during your participation in the Mental Health Court.

_____ 4. Attorney-client privilege is maintained throughout your participation in the MHC. The MH Defense Attorney will not disclose confidential information to the MHC team without your consent. The Attorney will attend and advocate for you throughout all phases of the MHC program, to include at staffing, court reviews and admonishment hearings. You will be entitled to independent counsel unless waived.

_____ 5. I will appear at all Mental Health Court Reviews as instructed by any member of the Mental Health Court team. The Mental Health Court team is comprised of representatives from Comal County Community Supervision and Corrections Department, Defense Attorneys, Court Case Managers, treatment providers, law enforcement and the Judge. I understand that MHC is an open court and that my case will be discussed in front of other participants and any members of the public who may be in attendance. I also understand that court reviews will not be recorded by a court reporter unless I or my attorney so request since reviews are informal and non-adversarial in nature.

_____ 6. I understand that Community Supervision Officers will conduct supervisory contacts concerning me. These contacts may occur at my home, my work, the treatment center, the courthouse, or anywhere deemed necessary, consistent with the confidentiality of my treatment. I will report when and where as directed by the officers. Representatives from the LMHA may also conduct these supervisory contacts.

_____ 7. I will reside in Comal County, Texas or a contiguous county if approved by the Court. Without first notifying and obtaining permission from the Court I will not: 1) change residences; 2) spend the night at any address other than the one that has been approved by the court; 3) travel out of county/state; or 4) change my telephone number; or 5) employment. I will immediately notify my Community Supervision Officer and the Court of any unforeseen changes in residence within 24 hours of a change.

_____ 8. I agree to complete an individualized mental health and substance abuse treatment plan with my treatment provider and to participate in the success of achieving my goals and objectives. Failure to make progress may result in increased treatment or sanctions. Additional groups or individual counseling may be required by the Court. I will provide documentation of attendance to my treatment sessions or groups. I understand that I may be required to pay some or all expenses related to medication, out-patient or residential treatment.

_____ 9. I agree to take medications as recommended by my prescriber. I agree to receive treatment and medications under the care of one prescriber only. I understand refusal or repeated failure to take my medications will result in sanctions being imposed by the Judge.

_____ 10. I understand the MHC encourages the use of non-narcotic, non-addictive medications which my prescriber and medical care doctor will be informed about in writing. Before taking

medication of any kind, I will check with the pharmacist to ensure that it is non-narcotic, non-addictive, and contains no alcohol. If I am prescribed a narcotic or addictive medication, I will notify the Defense attorney and Community Supervision Officer immediately.

- _____ 11. I will be responsible for what goes into my body that may affect my drug test results. I must report any and all medications, prescribed or over-the-counter, to my treatment provider and the MHC team prior to taking the medication.
- _____ 12. I understand that I will be required to attend all scheduled appointments given to me by my Community supervision officer, case manager, counselor, prescriber or other treatment providers.
- _____ 13. I understand that if I should fail to appear for any MHC court reviews, prescriber appointments, case management or counseling sessions, or required groups or meetings without prior communication with a Mental Health Court Coordinator or Community Supervision Officer, I may be called to appear in court early or a bench warrant may be issued for my arrest.
- _____ 14. I understand that during the early phases of treatment and recovery, I may be limited or not allowed to work or gain employment. However, within time and as directed by the MHC team; I will seek employment, job training and/or further my education as approved by the MHC team. If I am already employed, I need to disclose my employment information and provide proof of employment. Participants are encouraged to work as allowed or consistent with my treatment needs.
- _____ 15. I agree not to change my educational or employment status without the approval of the MHC team. I agree to immediately notify my Community Supervision Officer immediately if my educational or employment status changes due to circumstances beyond my control.
- _____ 16. I understand and agree to the search of my person, property, place of residence, vehicle or personal effects at any time with or without a warrant and with or without reasonable cause. This search can be conducted by a Law Enforcement Officer or MHC staff. I specifically consent to the use of anything seized, as evidence in my MHC reviews.
- _____ 17. I understand that I may be required to provide urine or hair samples at any time during my participation in the program. Failure to provide a timely, valid sample may result in sanctions or possible unsuccessful discharge from the program. Payment of any drug testing fees are the responsibility of the participant to include confirmations on contested presumptive positive tests.
- _____ 18. I agree to immediately report any relapse of alcohol or illegal drug use to my Defense Attorney and Community Supervision Officer.
- _____ 19. I will not use alcohol, illegal drugs, synthetic drugs (K2, Spice, Bath Salts, etc.) or medications not prescribed to me. Also, I will not share any of my own legally prescribed medications with others.

- _____ 20. I will not use prescription drugs without a valid prescription and will disclose to the MHC team prior to taking the medications except in case of an emergency, disclosure can be the next day. I must disclose to the prescriber writing the prescription that I am a participant in the Mental Health Court.
- _____ 21. I will not enter an establishment whose primary purpose is to sell alcoholic beverages, nor will I remain at a location where alcohol is the main item for sale or consumption.
- _____ 22. I will not unlawfully use or possess a firearm or other weapon, and I will disclose the presence of any weapons possessed by anyone in my household. I understand that participation may include removal of any firearms or weapons from my household.
- _____ 23. I will not violate the law or associate with any person engaged in criminal activity or affiliate with gang members.
- _____ 24. I understand that statements made by me to any MHC team member regarding drug use will not be used against me for further prosecution of a new offense, but may be used to assess the need for further treatment or appropriate sanction.
- _____ 25. I agree to promptly and truthfully answer all questions asked by any member of the MHC Team.
- _____ 26. I consent to allow information concerning me to be given to all Mental Health Court team members as needed to carry out official tasks for the program. Includes but not limited to: drug testing, group attendance, medical and psychiatric treatment, appointment compliance and overall program progress.
- _____ 27. I agree to fully participate in the program as outlined in the 5-phases of the MHC. Advancement to a higher phase will be conditional upon recommendation of the MHC team and final approval of the MHC Judge.
- _____ 28. I will not commit any criminal law violations. If/when contacted by law enforcement, I shall report such contact to my Defense Attorney and Community Supervision Officer within 24 hours regarding any potential charges and the receipt of any new citations. I understand that any new offenses may result in my discharge from the Mental Health Court.
- _____ 29. I can be recognized publicly by the Judge and the MHC team for progress and achievements. I will receive a certificate to acknowledge my accomplishments and advancement to the next phase.
- _____ 30. I understand that I can participate in the Mentor Program and Alumni Association. I will be trained to mentor incoming participants. Participate in the Mentor Program and Alumni Association may include meetings, fundraisers and social activities that support current and past participants.
- _____ 31. I am required to attend the Specialty Court Commencement Ceremony as an active participant in the MHC Program and upon successful completion of the MHC I will be required to participate in the commencement ceremony as a graduate.

_____ 32. I understand if I fail to comply with treatment, program requirements or conditions of community supervision, I will be sanctioned. Sanctions may include: verbal admonishment, increased drug testing, additional community service hours, written assignments, increased supervision, incarceration, or termination from the program. Clinical responses may include entering a residential treatment facility, increased treatment sessions or groups. I understand that I will be required to comply and fulfill any sanctions imposed.

_____ 33. I agree to follow all rules and requirements in the Mental Health Court as outlined in this agreement and the handbook. I understand that I will be required to follow the instructions given in court by the Judge and I must comply with the treatment plan developed for me and with the terms and conditions of my community supervision, pretrial diversion, or order on conditions of bond. I must complete all tasks as ordered by the MHC Judge. I understand the MHC Judge can add or change any condition of this agreement. I agree to follow all instructions given to me by any MHC team member.

_____ 34. If it is claimed that I have failed to comply with the rules or requirements of the Mental Health Court, I give up the right to a hearing or an attorney and agree to proceed with imposition of any non-jail sanction except removal from Mental Health Court. Before I can be terminated from Mental Health Court, I am entitled to a full hearing with counsel. Jail sanctions will be decided with counsel present.

_____ 35. If I complete my treatment, program requirements and conditions of my community supervision or pretrial diversion, I will be successfully discharged from the Mental Health Court and terminated from community supervision. If I have unsatisfied conditions of community supervision, for example restitution, I may be transferred to traditional community supervision to complete my conditions.

_____ 36. If I fail to satisfactorily complete the Mental Health Court, the Court will discharge me from the program and it will be at the Judge's discretion to revoke my term of supervision and sentence me in accordance with the provisions of the law or transfer my case to traditional community supervision.

I understand and accept the contents of this agreement which I have read or had read to me and agree to be bound by and follow all conditions.

Participant

Date

Defense Attorney

Date

District Attorney

Date

Judge Deborah Wigington
Mental Health Court Judge

Date

