

**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON  
IN AND FOR THE COUNTY OF CLARK**

<p><b>STATE OF WASHINGTON</b> )</p> <p>_____ )</p> <p><b>v.</b> )</p> <p>_____ )</p> <p><b>DEFENDANT</b> )</p> <p><b>D.O.B.:</b> )</p> <p>_____ )</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>CASE NO.</p>       <p><b>AGREEMENT AND WAIVER OF RIGHTS FOR ENTRY INTO MENTAL HEALTH COURT</b></p>
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I, \_\_\_\_\_ (defendant) hereby ask to participate in the Clark County Mental Health Court (MHC). In consideration of being accepted into MHC, I agree to be bound by the following agreement, stipulations, and waiver of rights. I have made this decision to participate in MHC freely, voluntarily, and knowingly. No one has threatened me or promised me anything other than what is set out in this document.

**A. AGREEMENT: the defendant understands and agrees to the following terms and conditions of participation in Mental Health Court:**

*(initial below)*

\_\_\_\_\_ **1. PARTICIPATION:** I agree to participate in the MHC program until I successfully graduate or until I am discharged, terminated, or voluntarily opt out.

\_\_\_\_\_ **2. LENGTH OF PROGRAM:** I understand the Mental Health Court program may be completed in a minimum of \_\_\_\_ months; however, the length of time of participation in the program is discretionary with the court and may be extended by the court.

\_\_\_\_\_ **3. GRADUATION:** I understand that there are four phases in the program, as outlined in my MHC handbook, and that they must all be completed in order to graduate. I also understand the Graduation Requirements, as outlined in the handbook. I understand that the MHC judge has the sole discretion to determine whether or not I have successfully completed MHC and am eligible to graduate from it.

\_\_\_\_\_ **4. HEARINGS / APPOINTMENTS:** I will appear at all hearings, appointments and other MHC obligations as ordered by the Judge and/or MHC team. I understand that if I miss a court appearance a warrant may be issued for my arrest.

\_\_\_\_\_ **5. TREATMENT:** I will enter and successfully complete all intake appointments, treatment evaluations and treatment requirements that are deemed necessary by the MHC team. I will abide by the rules of the treatment agencies. Within 24 hours of discharge from treatment, I will report to my case manager/probation officer and abide by all conditions and requirements of MHC. I will report to the MHC the first time it holds court following my release from treatment. Further, I understand if I fail to return to court as directed, a warrant may be issued and/or new criminal charges may be filed against me.

\_\_\_\_\_ **6. OBEY LAWS:** I will obey all laws and report and police contact and/or new arrest or criminal proceedings to the court, MHC coordinator, probation officer and/or attorney within 24 hours.

**NOTICE:** I understand that being under criminal investigation, having charges pending, and/or any new criminal conviction may be a basis for termination and/or sanctions.

\_\_\_\_\_ **7. OBEY COURT ORDERS:** I agree to obey by all court orders including but not limited to Sanction Orders, Order to Enter and Complete Treatment and/or No Contact Orders.

\_\_\_\_\_ **8. DRUGS / ALCOHOL:** I will not possess, buy, sell, or consume alcohol, marijuana, or non-prescribed drugs. I will not abuse any over-the-counter medications or mind/mood altering substances for the purpose of avoiding detection through UA, BA, or other alcohol/drug testing means. Doing so may be a basis for termination and/or sanction.

\_\_\_\_\_ **9. PRESCRIPTION MEDICATION USE:** I agree to take any and all medications prescribed to me by a licensed prescriber and will provide copies of the prescription, supporting documentation and prescriber letter to the MHC team. In addition, I will request, whenever possible, that any medication be non-narcotic and/or non-addictive and must be medically necessary and approved by the MHC team.

\_\_\_\_\_ **10. RESIDENCE:** I will reside in a court approved Clark County residence that cannot contain illegal drugs, alcohol, or firearms (unless approved by the court). I will ask permission from the court prior to a change in residence and will inform the court of any changes in my address and phone number at the next scheduled MHC hearing or within 24 hours. I will not spend the night at any address other than the address approved by the Court. Upon request, I will provide my probation officer with the full names of all people with whom I live.

\_\_\_\_\_ **11. RELEASE OF INFORMATION:** I will sign all *Releases of Information* as deemed necessary by MHC; I also waive confidentiality of my medical records and authorize all agencies to discuss my case with the MHC team and the court. I understand that the failure to sign a release of information may result in my termination from the MHC

program. Further, if at any time I revoke or withdraw a release, this too may be a basis for termination.

\_\_\_\_\_ **12. VICTIMS:** I understand that any victims in this case may be contacted and informed of my participation in this program.

\_\_\_\_\_ **13. HONESTY:** I must be truthful in all my dealings with MHC.

\_\_\_\_\_ **14. DRUG TESTING:** I agree to submit to observed urine, breath or other drug and alcohol screening/test whenever requested to do so by the treatment program staff, MHC coordinator, probation officer or the judge. I agree to call the UA testing color line daily, if ordered to do so. Upon notice of any positive, missed, or diluted drug test, regardless of my schedule, I will appear at the next MHC court hearing. I have the right to contest any positive UA drug test and have it sent to the laboratory for additional testing. I must pay up front before the UA sample will be sent for additional testing. This money will be refunded to me if the additional testing on the UA sample is negative. I understand that any UA sample that produces a creatinine level of 20 mg/dl or less will be considered dilute and will be addressed by the court. Dilute UA samples are not valid samples, cannot be challenged, and will result in a sanction

\_\_\_\_\_ **15. ASSOCIATIONS:** I will not associate with any people who are under the influence of, possessing, or using alcohol, marijuana or any illegal drugs. I will not associate with anyone participating in any criminal activity.

\_\_\_\_\_ **16. DISCUSSIONS BY MHC TEAM:** I understand and agree that there will be discussions about my case, my treatment program, and my condition which may take place out of my presence or the presence of my attorney.

\_\_\_\_\_ **17. HOME VISITS:** Upon request, I agree to submit to a search of my person, residence, vehicle or other personal property when asked by my probation officer or any law enforcement officer with MHC Court without notice, and without probable cause or warrant.

\_\_\_\_\_ **18. EMPLOYMENT:** I must tell my probation officer within 48 hours if I become employed, unemployed, or change employment. I understand employment where alcohol, marijuana, and/or drugs is consumed or sold needs to be approved by the MHC team prior to accepting the position. MHC obligations take priority over employment obligations.

\_\_\_\_\_ **19. TRAVEL:** My travel is restricted to Clark County, WA; Cowlitz County, WA; Skamania County, WA; Multnomah County, OR; Clackamas County, OR; and Washington County, OR unless I get prior permission from the MHC team to travel outside these areas. If I am arrested in another jurisdiction I agree to waive any challenges to my extradition.

\_\_\_\_\_ **20. SANCTIONS:** I understand and agree that the MHC Judge may sanction me for non-compliance with any program obligation or rule, any missed program session or MHC hearing, any new law violation, or any failure to abide by any other term or condition of participation in MHC. Sanctions will be imposed at the discretion of the MHC

Judge and during MHC court sessions. The court may impose, but is not limited to, the following sanctions:

- Admonishment or reprimand from the Judge
- Community service work/work crew
- Assignments/written essays
- Additional meeting with my service providers and/or other collaborative community partners
- Increased frequency of court appearances
- Drug testing
- Electronic home monitoring/house arrest
- No phase advancement or return to prior phase
- Confinement in jail
- Termination from MHC and return to regular criminal court for adjudication and sentencing as originally charged

\_\_\_\_\_ **21. WITHDRAWAL WITHIN FIRST 14 DAYS:** I understand that during the first 14 days after acceptance into the MHC that I may voluntarily withdraw from the program. I further understand that during the same time, the MHC Judge may on his/her own initiative, or on recommendation of any other MHC team member or agency, may withdraw me from MHC. In either event this contract for entry into MHC will be null and void, all my constitutional rights will be restored (speedy trial waiver is still effective), and I will be prosecuted for the pending charges(s) in the normal fashion. I understand and agree that my option to voluntarily withdraw from MHC stops after 14 days and after that time I am expected to remain in the MHC until I either graduate or am terminated from the program by the court. I can opt out of the program at any time. However, if more than 14 days has elapsed since entering the program, it will be treated as a termination.

\_\_\_\_\_ **22. TERMINATION FROM MHC FOR NON-COMPLIANCE:** I understand that I may be terminated from further participation in MHC for non-compliances. The MHC Judge, treatment provider or any other MHC team member or agency may request termination for non-compliance. If termination is suggested or recommended, it will be staffed by the MHC team, including the MHC Judge. The MHC Judge will make the final decision in open court after opportunity for me and my attorney, only, to present argument as to why termination should not occur. The MHC Judge will include his/her reasons on the record. The decision of the MHC judge is final and is not subject to direct review or appeal.

\_\_\_\_\_ **23. TERMINATION FROM MHC FOR ABSCONDING:** I understand that if two (2) months elapse after any warrants have issued because of my non-appearance in MHC that I may be terminated from the program and that I hereby waive my right to have any hearings on the issue of termination from MHC.

\_\_\_\_\_ **24. DISMISSAL OF CHARGES ON GRADUATION:** I understand that upon compliance and successful completion of the MHC, the prosecutor will move to dismiss the pending charge(s) in this matter with prejudice and the court will dismiss the

charge(s). I understand that it is the MHC Judge's decision to determine that I have successfully completed and earned the ability to graduate. If restitution is outstanding, the charge will not be dismissed. If the court finds that there is an inability to pay restitution, and all other conditions for graduation have been met, I will enter a guilty plea to a misdemeanor and a deferred sentence may be imposed (the State will ask that restitution be the sole condition and no additional sanction.)

\_\_\_\_\_ **25. MHC FEE/COURT COSTS:** I agree to pay a \$ \_\_\_\_\_ non-refundable MHC fee in addition to the ordered fees, costs, restitution and assessments below.

\_\_\_\_\_ **26. RESTITUTION:** I agree to pay restitution in the amount of \$ \_\_\_\_\_ and understand a payment plan may be established while I am in the MHC program.

Total Amount Due: \$ \_\_\_\_\_, on or before \_\_\_\_\_, 20\_\_\_\_\_

I agree and understand that by entering the Clark County Mental Health Court I am bound by the conditions outlined above.

  X   \_\_\_\_\_  
Defendant Date

I have read and discussed this MHC Contract with the defendant and believe the defendant is competent and fully understand the MHC requirements and the contract terms.

\_\_\_\_\_  
Defense Attorney WSBA # \_\_\_\_\_ Date

**Agreed to by:**

\_\_\_\_\_  
Assistant City Attorney/Deputy Prosecuting Attorney Date  
WSBA # \_\_\_\_\_

**So Ordered** this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
JUDGE

**B. STIPULATION, AGREEMENT, AND WAIVER OF RIGHTS: the defendant understands and agrees that he/she is entering the following stipulation, agreement, and waiver of rights in order to participate in Mental Health Court:**

*(initial below)*

\_\_\_\_\_ 1. **CURRENT CHARGES:** I understand that I am charged with the crime(s) of:

\_\_\_\_\_

The maximum penalty is \_\_\_\_\_ years in confinement and a \$\_\_\_\_\_ fine.

The standard range sentence is \_\_\_\_\_, plus \_\_\_\_\_ months of community custody / probation and payment of financial obligations.

\_\_\_\_\_ 2. **RIGHTS:** I understand I have the following important rights that I will be giving up if accepted into Mental Health Court (MHC):

- (a) The right to a speedy and public trial by an impartial jury in the county where the crime was allegedly committed;
- (b) The right to contest the legality of my arrest, the legality of any search and seizure of evidence, and the voluntariness and legality of any admissions or statements I made to the police regarding the crimes charged;
- (c) The right to remain silent before and during trial, and the right to refuse to testify against myself;
- (d) The right at trial to hear and question the witnesses who testify against me;
- (e) The right at trial to testify myself and the right to have witnesses testify for me. These witnesses can be made to appear at no expense to me;
- (f) The right to appeal a finding of guilt after a trial.

\_\_\_\_\_ 3. **WAIVER OF RIGHTS:** I am agreeing to waive (give up) the rights listed above as a condition of my entry into the Clark County Mental Health Court. I stipulate and agree the following conditions of a stipulated bench trial will instead apply if I withdraw or am terminated from MHC for non-compliance or failure to successfully complete the MHC program:

- (a) I waive (give up) my right to a speedy trial and agree that any trial necessary may occur within 60 days from the date of withdrawal or termination from MHC (or 90 days if I am not incarcerated).
- (b) A judge acting alone without jury will determine my guilt or innocence.
- (c) I agree and stipulate that the facts contained in the police reports and/or other

supporting documents are true and correct and I stipulate to their admissibility. I stipulate to the accuracy and admissibility of any field test results, laboratory reports, and other expert testing or examination reports. All of these reports will be entered and used by the judge to determine a finding of guilt.

- (d) I waive the right to present other evidence or witnesses or testimony. I further waive the right to contest the sufficiency of the stipulated police and other evidence reports to prove the offense charged. As a result I understand it is very likely the Judge will find me guilty since the only evidence the Judge will consider are the reports and other materials submitted by the prosecutor.

\_\_\_\_\_ **4. RESERVATION OF RIGHTS:** the following constitutional rights are reserved and can be used if this case results in a stipulated bench trial after termination from MHC:

- (a) The right to be represented by an attorney and if I cannot afford one the right to have one appointed at public expense.
- (b) The right to remain silent, before and during trial, and the right to refuse to testify against oneself without any presumption of guilt or prejudicial inference;
- (c) To be presumed innocent unless each and every element of the offense charged is proved beyond a reasonable doubt at trial.

\_\_\_\_\_ **5. SENTENCING:** I understand and agree that if I am found guilty following a stipulated bench trial, the judge will then sentence me. My sentence will include a term of confinement within the standard range of \_\_\_\_\_ to \_\_\_\_\_ months, as shown above.

\_\_\_\_\_ **6. OTHER CONSEQUENCES:** I understand that there are other consequences of being found guilty, including the following:

- (a) **Financial:** In addition to sentencing me to confinement, the judge will order me to pay \$500.00 as a victim's compensation fund assessment. If this crime resulted in injury to any person or damage to or loss of property, the judge will order me to make restitution, unless extraordinary circumstances exist which make restitution inappropriate. The amount of restitution may be up to double my gain or double the victim's loss. The judge may also order that I pay a fine, court costs, attorney fees and the costs of incarceration.
- (b) **Crime Related Restrictions:** The judge may impose crime related restrictions on my activities, including a restriction that I have no contact with the victim(s) of the crime. Any violation of a condition of my sentence is punishable by additional confinement or other sanctions.
- (c) **Community custody:**

**SENTENCES OF NOT MORE THAN 12 MONTHS (LOCAL JAIL):** The judge may order me to serve up to one year of community custody, but only if the crime I have been convicted of falls into one of the offense types listed in the following chart.

**SENTENCES OF MORE THAN 12 MONTHS (PRISON):** If the total period of confinement ordered is more than 12 months, and if the crime I have been convicted of falls into one of the offense types listed in the following chart, the court will sentence me to community custody for the term established for that offense type unless the judge finds substantial and compelling reasons not to do so. If the crime I have been convicted of falls into more than one category of offense types listed in the following chart, then the community custody term will be based on the offense type that dictates the longest term of community custody. If the period of earned release awarded per RCW 9.94A.728 is longer, that will be the term of my community custody.

<b>OFFENSE TYPE</b>	<b>COMMUNITY CUSTODY TERM</b>
Serious Violent Offenses	36 months
Violent Offenses	18 months
Crimes Against Persons as defined by RCW 9.94A.411(2)	12 months
Offenses under Chapter 69.50 or 69.52 RCW (not sentenced under RCW 9.94A.660)	12 months
Offenses involving the unlawful possession of a firearm where the offender is a criminal street gang member or associate	12 months

During the period of any term of Community Custody ordered by the court, I will be under the supervision of the Department of Corrections, and I will have restrictions and requirements placed upon me, including additional conditions of community custody that may be imposed by the Department of Corrections. My failure to comply with these conditions will render me ineligible for general assistance, RCW 74.04.005(6) (h), and may result in the Department of Corrections transferring me to a more restrictive confinement status or other sanctions.

If I violate the conditions of my community custody, the Department of Corrections may sanction me up to 60 days confinement per violation and/or revoke my earned early release, or the Department of Corrections may impose additional conditions or

other stipulated penalties. The court also has the authority to impose sanctions for any violation.

- (d) **Right to Possess or Own Firearm:** I may not possess, own, or have under my control any firearm unless my right to do so is restored by a superior court in Washington State, and by a federal court if required.
- (e) **Immigration Consequences:** If I am not a citizen of the United States, a finding of guilty to an offense punishable as a crime under state law is grounds for deportation, exclusion from admission to the United States, or denial of naturalization pursuant to the laws of the United States.
- (f) **Right to Vote:** I will be ineligible to vote until that right is restored in a manner provided by law. If I am registered to vote, my voter registration will be cancelled.
- (g) **Suspension of Public Assistance:** Government assistance may be suspended during any period of confinement and during any time I am a fugitive or not in compliance with the terms of supervision.
- (h) **DNA Testing:** I will be required to have a biological sample collected for purposes of DNA identification analysis. I will be required to pay a \$100.00 DNA collection fee for offenses.

I have read or had read to me this Petition, Agreement, and Waiver of Rights for Entry into the Clark County Mental Health Court. My attorney has fully explained and discussed all of the above paragraphs with me. I understand them all and agree to them to enter into MHC. I have made this decision freely and voluntarily. No one has threatened me or promised me anything other than what is contained in this document. I have no further questions to ask my attorney or the judge.

\_\_\_\_\_  
Defendant

The above provisions have been [ ] read in full by the defendant [ ] read in full to him by myself or the interpreter. I have reviewed and discussed this Petition, Agreement, and Waiver of Rights with the defendant and believe that the defendant is competent and understands it.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Counsel for Defendant, WSBA # \_\_\_\_\_

Approved and Agreed:

\_\_\_\_\_  
Deputy / Prosecuting Attorney, WSBA# \_\_\_\_\_

**Interpreter's Declaration:** I am a certified or registered interpreter, or have been found otherwise qualified by the court to interpret in the \_\_\_\_\_ language, which the defendant understands. I have interpreted this document for the defendant from English into that language. I certify under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct.

Signed at (city) \_\_\_\_\_, (state) \_\_\_\_\_, on (date) \_\_\_\_\_.

\_\_\_\_\_  
Interpreter

\_\_\_\_\_  
Print Name