

SUPERIOR COURT MENTAL HEALTH COURT OPT- IN INSTRUCTIONS FOR ATTORNEYS

Clark County Mental Health Court serves participants on a combined District/Superior Court docket, which allows the court to supervise cases with both misdemeanor and felony charges. These instructions cover Superior Court cases only.

Step 1 – DEFENSE SCREENING

Interview your client to see if they are interested in Mental Health Court, and if they might qualify. Your client must:

- Have a diagnosed mental health disorder
- Agree to all the conditions of treatment and supervision
- Reside in Clark County

Step 2 – GETTING REFERRED TO MENTAL HEALTH COURT

- Contact the Deputy Prosecuting Attorney (DPA) handling your case. Let them know that you would like to have your client screened for Superior Court Mental Health Court.
- You must provide the DPA with a copy of your client’s mental health assessment showing a diagnosis and treatment need.
 - If your client does not have a recent assessment from a community mental health agency or a 10.77 evaluation, contact the Mental Health Court coordinator at (564) 397-2431 for assistance obtaining an assessment in custody or in the community.
- Attorney and client to completely fill out and sign Superior/District Court of Clark County Therapeutic Specialty Courts – Referral for Pre-Plea screening.
 - Provide the completed referral form to the assigned DPA.
 - The DPA will sign off on the referral if their office approves. Additionally, a supervisor’s signature is required on all domestic violence (DV) cases.
- On all Superior Court Mental Health Court referrals, the Prosecuting Attorney’s Office will send the Mental Health Court team an encrypted email with the entire referral packet. This may include but is not limited to:
 - Referral form signed by all parties
 - Mental Health assessment
 - PA’s checklist
 - Probable cause statement or incident report
 - Criminal History, to also include OJIN, warrants check, and pending charges
 - Restitution and/or victim input
- ***The Mental Health Court team cannot begin screening until the complete packet is received from the Prosecuting Attorney’s Office.***

Step 3 – MENTAL HEALTH COURT TEAM SCREENING

- After the complete referral packet is received, the team’s probation services case manager (PSCM) meets with the potential participant for a screening appointment to conduct a risk/needs assessment and explain the Mental Health Court program requirements. In addition, the PSCM may also assist with housing or other needs required prior to opt-in.
- All staffing of Mental Health Court applicants is completed by the team off docket on Wednesdays at 9:30am. This screening may include input from other collateral parties, with the purpose of ensuring public safety for the community.
 - Defendants and defense attorneys are not required to appear in Mental Health Court while a decision is pending; however, Defense is welcome to attend staffing to give input on behalf of their client. Contact the team coordinator to make arrangements to attend.
 - Defendants are invited and encouraged to observe a Mental Health Court docket while their screening is pending.
- Once a defendant has been screened by the Mental Health Court Team, the coordinator will notify Defense and the Prosecuting Attorney’s Office if the defendant is eligible to participate.
- **The Mental Health Court Docket is held Wednesdays at 1:30pm in Judge Langsdorf’s courtroom 2-4. The Prosecuting Attorney’s Office will cite cases on the docket.** Opt-ins are usually held near the end of the docket. Defense will be notified of this date/time.

Step 4 - OPTING DEFENDANT INTO MENTAL HEALTH COURT

Superior Court Mental Health Court opt-in packets are available on the Therapeutic Specialty Courts’ website: <https://clark.wa.gov/district-court/tsc-forms-and-brochures> under Referral and Opt-In Forms for Attorneys. Please be sure to download and use the CORRECT packet, “Superior Court Mental Health Court Opt-in Packet.”

All completed and signed opt-in documents should be emailed to the Mental Health Court team DPA no later than 3pm one business day prior to opt in. Defense attorneys **must be present** in Mental Health Court with their defendant.

The documents needed for a defendant to opt-in are as follows:

- Superior Court Mental Health Court Agreement (contract)
- Stipulation and Waiver of Rights for Entry into Mental Health Court
- Addendum to Mental Health Court Contract if required by PA’s office as a condition of entry; conditions will be added by the Mental Health Court team.
- Order for Participation in Mental Health Court
- Substitution of Attorney (Once your defendant has opted into Mental Health Court, the Mental Health Court defense attorney will be appointed to the case. The Mental Health Court defense attorney will work with the defendant until they have completed and/or have been terminated from Mental Health Court.)
- Order for Priority Payment of Mental Health Court Fee

QUESTIONS? Contact the Mental Health Court office at (564) 397-2431.

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

STATE OF WASHINGTON
Plaintiff,

vs.

_____,
Defendant

D.O.B.

NO. _____

**PRE-PLEA AGREEMENT AND WAIVER
OF RIGHTS FOR ENTRY INTO MENTAL
HEALTH COURT**

I, _____ (defendant) hereby ask to participate in the Clark County Superior Court Mental Health Court. In consideration of being accepted into Mental Health Court, I agree to be bound by the following agreement, stipulations, and waiver of rights. I have made this decision to participate in Mental Health Court freely, voluntarily, and knowingly. No one has threatened me or promised me anything other than what is set out in this document, any addenda, and the records and materials in my Superior Court file.

Additional Conditions: This contract incorporates by reference the attached Addendum. I have reviewed the attached Addendum and agree to abide by its conditions.

A. AGREEMENT: I understand and agree to the following terms and conditions of participation in the Mental Health Court program:

I. COURT OBLIGATIONS:

(initial below)

_____ **1. PARTICIPATION:** I agree to participate in the program until I am discharged (successfully graduate the program, voluntarily opt out, or am terminated). I understand that Mental Health Court commitments take priority over employment, school,, and/or household obligations.

_____ **2. LENGTH OF PROGRAM:** I understand that the Mental Health Court is a minimum of 12 months in length but may be longer. The length of time of participation in the program is at the court’s discretion and may be extended by the court.

NOTICE—I understand that if I am in the program for 24 months or longer, the Mental Health Court team may meet to consider my progress and whether to keep me in the program.

_____ **3. COMMENCEMENT (GRADUATION):** I understand that there are four phases to the program and that they must all be completed in order to graduate. I understand that I will have to meet the requirements defined in the participant handbook to advance through the phases. I understand the Mental Health Court judge, with input from the team, has the sole discretion to determine whether or not I have successfully completed Mental Health Court and am eligible for commencement.

_____ **4. LAW VIOLATIONS / REPORTING POLICE CONTACT:** I will obey all laws and report any contact with law enforcement personnel to my assigned Mental Health Court defense attorney, my probation services case manager, and/or the Mental Health Court office, within 24 hours.

NOTICE – I understand that I may be terminated if I am charged with a new crime while I am in Mental Health Court. I further understand that Mental Health Court has a zero-tolerance policy when it comes to no-contact-order violations, DUIs, possession with intent to deliver controlled substances or delivery of controlled substances, attempt to elude, other crimes that endanger public safety, and victim crimes. I understand that if I am charged with one of these crimes while I am in the program, I will likely be terminated.

5. HEARINGS: I will appear at all scheduled court hearings or as otherwise ordered by the judge and/or Mental Health Court team. I understand that if I miss a court appearance a warrant may be issued for my arrest and/or I may be sanctioned. I understand that this applies to both in-person and virtual appearances. I understand that any failure to comply with the conditions of this contract or orders of the court may require me to appear on the next scheduled Mental Health Court docket. I also understand that I am required to appear *in person* on the next scheduled Mental Health Court docket if I miss a drug test; fail to provide a negative drug test; am arrested, cited, or charged with a new crime; am asked to leave a court-approved residence or leave a court-approved residence without permission; am notified that there were issues with a home visit; or complete, leave, or am terminated from an inpatient detox or treatment program. I also understand that I am to be on time for court and stay through the entire court proceeding unless I have permission to leave. I understand that it is best to communicate proactively with my attorney, my probation services case manager, and/or Mental Health Court team members if there is a possibility, I may be late for court.

6. RELEASES OF INFORMATION: I will sign all *Informed Consents/Releases of Information* as deemed necessary by Mental Health Court; I also waive confidentiality of my medical and treatment information, drug testing results, medical, mental health, educational, and other counseling evaluations and records as well as my probation/legal/criminal history records and authorize all agencies to discuss my case with the Mental Health Court team and to communicate with and disclose to one another any information they deem necessary to facilitate my participation in the Mental Health Court program. I understand that the failure to sign a release of information may result in my termination from Mental Health Court, and, if, at any time, I choose to revoke or withdraw a release, this too may be a basis for termination from Mental Health Court.

7. SENSITIVE INFORMATION / OPEN COURT: I understand that other Mental Health Court participants and members of the community may be in the courtroom during the time my case is reviewed. I also understand the Mental Health Court team will talk about my case in a pre-hearing conference. I understand that I may hear sensitive information during Mental Health Court dockets about other participants and I will respect their privacy.

8. COURT ORDERS: I agree to abide by all oral and written court orders including, but not limited to, memos of disposition, release orders, return-to-court orders, sanction orders, orders to enter and complete residential treatment, and/or no-contact orders.

_____ **9. SANCTION / INTERVENTION RESPONSES:** I understand that Mental Health Court will use a system of rewards and responses (sometimes called “sanctions”) to acknowledge compliance/noncompliance with program goals, rules and/or the court’s orders. Responses may include, but are not limited to:

Writing assignments, Life Story	Calendar / schedules
Verbal reprimands / warnings	Increased court appearances, delay phase up
Referrals to other community programs	Increased services (drug screens, support groups, additional treatment services)
Community service hours	Denial of trip permits
Work crew	Electronic Home Monitoring / GPS
Change in residence / sober living	SCRAM alcohol monitoring
Jail	Motion to Terminate

_____ **10. MHC FEE/COURT COSTS:** I agree to pay a \$_____ non-refundable MHC fee in addition to the ordered fees, costs, restitution, and assessments below.

_____ **11. RESTITUTION:** I understand that the court may order me to pay restitution (if applicable). If known in advance, I agree to pay restitution in the amount of \$_____ and understand a payment plan may be established while I am in the Mental Health Court program. A restitution order may be entered at a later date when the amount requested has been finalized. I also understand that in order to be eligible for a felony dismissal, all restitution needs to be paid prior to program commencement.

_____ **12. DISMISSAL OF CHARGES UPON COMMENCEMENT:** I understand that, upon successful completion of Mental Health Court, the prosecutor will move to dismiss with prejudice the pending charges in this matter and the court will dismiss the charges. I understand that it is the Mental Health Court judge’s decision to determine that I have successfully completed the program and earned commencement. If restitution is outstanding, the charge will not be dismissed. If the court finds that there is an inability to pay restitution, but all other conditions for commencement have been met, I will enter a guilty plea to misdemeanor charges and the court will impose a deferred sentence. The State will not request any additional sanction and the only condition of the deferred sentence will be full payment of the outstanding restitution.

_____ **13. TERMINATION FOR NON-COMPLIANCE:** I understand that I may be terminated from the Mental Health Court program for non-compliance. The Mental Health Court judge, treatment provider, prosecutor, coordinator, or any

other Mental Health Court team member may recommend termination for non-compliance. I understand that I have the right to notice of the basis for termination and a hearing where I may present evidence and argue against termination. I understand that the Mental Health Court judge makes the sole decision regarding termination and will include their reasoning on the record. The decision of the Mental Health Court judge is final and is not subject to direct review or appeal.

_____ **14. TERMINATION FROM MENTAL HEALTH COURT FOR ABSCONDING:**

I understand that if four (4) months elapse after any warrants have issued because of my non-appearance in Mental Health Court that I may be terminated from the program, and I hereby waive my right to have any hearing on the issue of termination from Mental Health Court.

_____ **15. WITHDRAWAL WITHIN FIRST 30 DAYS:**

I understand that during the first 14 days after entry into the Mental Health Court program, I may voluntarily withdraw from the program. I further understand that during the same time, the Mental Health Court judge may on their own initiative, or on recommendation of any other Mental Health Court team member or agency, withdraw me from the program. In either event, this contract for entry into Mental Health Court will be null and void, all my constitutional rights will be restored (with the exception that any 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 the DC ends after 30 days and after that time I am expected to remain in Mental Health Court until I graduate, opt out, or am terminated from the program by the court. I understand that I can opt out of the program at any time. However, if more than 30 days has elapsed since entering the program, it will be treated as a termination.

II. TREATMENT:

(initial below)

_____ **1. TREATMENT / SERVICES:** I will enter into and successfully complete all behavioral health treatment evaluations, intakes, and group and individual therapy sessions, and I will complete all treatment/case plan objectives. This includes, but is not limited to, substance use disorder and mental health treatment. I will also attend any/all educational programs and other services recommended by my treatment agency and/or ordered by the court. I will abide by all rules/regulations set by each service agency and all conditions and requirements imposed by the court. I understand that if I am sick and have a treatment obligation of any kind, I need to either show up

and be sent home by the treatment professional or have medical documentation excusing me from services (see medical contact section). I further understand that if I am discharged from any treatment agency unsuccessfully, or leave a residential treatment program prior to discharge, I will report that information to my attorney, treatment case manager, and/or the Mental Health Court office within 24 hours and report to the next Mental Health Court docket to explain the circumstances.

2. RANDOM DRUG / ALCOHOL TESTS: I agree to submit to randomized and observed urine, breath, oral swab, sweat patch, or other drug/alcohol/substance tests whenever requested to do so by the treatment program staff, the judge, or any Mental Health Court team member. I understand that any attempt on my part to alter, mask, or tamper with any type of substance testing may result in violation/sanctions or termination. I further understand that I must provide a sample when my color is called on the drug testing color line and that the sample must be sufficient to test. I understand that an invalid or insufficient sample will be treated as a positive test and may result in violation/sanctions. I understand that a dilute sample (under 20 mg/dl creatinine level) will be treated as a positive test and may result in violation/sanctions. I understand that failure to leave a sample will be treated as a positive test and may result in violation/sanctions. I understand that I have the right to contest any presumptive positive drug test that is not GC/MS or LC/MS tested and have it sent to the laboratory for confirmation testing. I understand that a confirmed positive test for alcohol, marijuana, controlled substances, or non-prescribed medications is considered a violation, may result in a court response, and will likely restart my documented court sobriety time which may affect my ability to progress through the phase system. I understand that I am responsible for what I put in my body and will avoid foods, beverages, medications, and other things that may produce positive drug/alcohol /substance test results. I further understand that the Mental Health Court team will treat a positive test as a violation and the judge may sanction me accordingly, regardless of the source of the positive test.

III. HEALTH CARE CONTACT:

(initial below)

1. HEALTH CARE SERVICES: I will report all health care appointments and receipt of health care services to my case manager, the Mental Health Court office, and/or my attorney if requested. If directed, I will provide a copy of the health care provider form and all related records, including, but not limited to, discharge paperwork, aftercare instructions, and test results to my case manager, the Mental Health Court office, and/or my attorney. I understand that a failure to provide this paperwork in a timely manner

may result in a violation/sanction. Further, I agree to sign any health care-related releases of information requested by the Mental Health Court team or judge.

2. ABSENCES / FAILURES TO COMPLY: I understand that if I miss any treatment service, drug test, court hearing, or court-ordered event or sanction, or if I fail to comply with any court order or condition of this contract for medical or health reasons, I will seek appropriate medical attention and I will provide the same documentation described in the above “Health Care Services” section to the Mental Health Court team. I understand that if I don’t seek medical attention and I don’t provide the required paperwork, my absence or failure to comply may not be excused and may be treated as a violation and sanctioned. I also understand that this section applies to any absence or failure to comply related to a family or household member’s medical situation.

3. PRESCRIPTION MEDICATIONS: I will request, whenever possible, that any medication prescribed by a licensed health care provider be non-narcotic/non-addictive. Any time a health care provider prescribes me medication, I will frankly discuss my substance use history, any medication-assisted treatment I am engaged in, and my participation in the Mental Health Court program. I will take all medications as prescribed. I understand that taking prescription medication in a manner other than according to the prescription may result in a violation/sanction. I agree to only take medication prescribed to me and understand that taking medication prescribed to someone else is a violation of this contract. I agree to medication counts. I will seek approval from the Mental Health Court team or my treatment case manager for any over-the-counter or prescribed medication prior to using such medication. I understand that prescriptions section of the health care provider form must be filled out by the prescriber whenever I am prescribed medication.

IV. CONDUCT:

(initial below)

1. SUPERVISION CONDITIONS: I agree to comply with all conditions of supervision if I am on probation or community custody. I understand that the Mental Health Court team collaborates with other agencies (District Court Probation Services, Clark County Work Crew, WA State Department of Corrections (DOC), Washington State Department of Children, Youth, & Families (DCYF) social workers, other jurisdictions, etc.) as it relates to releases of information. I understand that the purpose is to holistically help me achieve all of my goals and comply with all agencies’ and programs’ conditions.

2. DEPARTMENT OF CORRECTIONS (DOC) REPORTING: If I am also currently on WA State DOC supervision, I will report in person to DOC within 24 hours following my discharge from a residential treatment facility or after serving a jail violation. I understand that the failure to appear or report in person may result in additional violations from DOC and/or the court. I also understand that I must get permission to travel outside of Clark County, WA, if I am on DOC supervision.

3. RESIDENCE / TRAVEL / OVERNIGHTS: I will reside in Clark County, Washington, in a residence that is drug, alcohol, and firearm free, and approved by the court. Without first obtaining permission from the Mental Health Court judge, 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) and travel outside of Clark, Cowlitz, Skamania, Multnomah, Washington, and Clackamas counties. I understand that the court or the Mental Health Court team may require the names and dates of birth of anybody that I ask permission to live, spend the night, or travel with. I also understand that a condition of the court granting my request may be that I sign a release of information. I understand that travel, overnight-stay, or curfew-extension requests will not be granted while I am in Phase 1 barring exceptional circumstances. I also understand that the Mental Health Court judge may require me to live in court-approved sober support housing (such as an Oxford House) as condition of entry into the program or at any time during my participation in the program.

4. FIREARMS/WEAPONS: I will not possess, use, control, or own any firearms or any other illegal weapons, nor will I reside where firearms are present, unless I have the court's prior permission. I understand that the court may also restrict my ability to possess, use, control, or own other potentially deadly weapons, including, but not limited to, bladed weapons, and club-like weapons.

5. ELECTRONIC MONITORING: I understand that electronic monitoring (e.g., a SCRAM device or GPS monitoring of my location) may be a condition of my participation in Mental Health Court. I agree to comply with any electronic monitoring that the court orders. I understand that I can be sanctioned for a violation of electronic monitoring or for tampering with the monitoring device. I understand that I am financially responsible for any loss of or damage to a monitoring device.

6. CONDITIONS OF RELEASE: I understand that this contract and the orders of the court serve as my conditions of release. I further understand that, if I fail to comply with any condition of this contract or any court order, the court may modify my conditions of release. Modifications of conditions of release may include, but are not

limited to, increased reporting, electronic monitoring, and/or revocation of my release (including being held without bail). I understand that I have a right to a hearing regarding changes to my conditions of release. I agree that, if the court issues a warrant for my arrest for non-compliance with the program, and I am arrested or turn myself in, I can be held without bail pending appearance on the next scheduled in-custody Mental Health Court docket.

7. SEARCH OF PERSON / CAR / HOME: Upon request, and without notice and without probable cause and/or warrant, I agree to submit to a search of my person, residence, vehicle and/or other personal property and surroundings when asked by any Mental Health Court team member, or law enforcement or probation/community custody officer partnered with the Mental Health Court program.

8. ALCOHOL/DRUGS: I understand that long-term recovery is the primary focus of this program. I agree that I will not possess, buy, sell, or consume any alcohol, marijuana, controlled substances, or non-prescribed drugs. I will not abuse any over-the-counter medications or use mind/mood altering substances (including synthetic/designer substances). I will not use substances in order to mask drug use through drug testing. I understand and agree that any possession, use, buying, or selling by me of alcohol, marijuana, controlled substances, or non-prescribed medication will be considered a violation of the program rules and may be treated as a positive drug test violation and restart my court sobriety time and/or result in a sanction. I understand that the court must approve any employment that involves working for a business that sells alcohol, controlled substances (including marijuana), or controlled substance analogs such as spice or kratom.

9. DRIVING: I understand that I am not allowed to drive without a valid driver's license and insurance. I agree to follow all DOL licensing restriction or requirements when driving, if applicable. I understand that traffic infractions (such as a speeding ticket) are law violations and must be reported to the team. I also understand that I may be sanctioned for traffic infractions. If I am in Mental Health Court on a felony driving offense, I understand that any failure to comply with this section of the contract or being charged with a criminal traffic offense will likely result in my termination from Mental Health Court.

10. HONESTY: Honesty and accountability are the cornerstones of long-term recovery and build a foundation of trust and respect. I acknowledge this and agree to be honest, truthful, and accountable with the Mental Health Court team. I understand

that a failure to be honest, truthful, and accountable will hinder my long-term recovery and may result in my receiving sanctions or being terminated.

_____ **11. TIMELINESS:** I understand that it is important to be on time for all required appointments, court, and other activities and that being late may have consequences, including a violation/sanction. If I am late for treatment, I understand that I might not be allowed to attend my counseling session and I will be considered non-compliant. I understand that it is best to communicate proactively with my treatment counselor and/or Mental Health Court team members if there is a possibility, I may be late for treatment, court, or any related commitments.

_____ **12. RELATIONSHIPS:** I understand that I am not allowed to have contact with any charged co-defendants or uncharged co-conspirators in my case. I also understand that I am not to have any contact with the victim(s) of the charges of my case unless specifically permitted by the Court.

_____ **13. BEHAVIOR:** I agree to behave in an appropriate and respectful manner in all court hearings and during all Mental Health Court-related activities. I understand that a failure to do so may result in a violation/sanction.

PRETRIAL AGREEMENT and ADDENDUM (if applicable) MUST BE PROVIDED AT OPT-IN.

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

 X

Defendant

Date

I have read and discussed this Mental Health Court contract with the defendant and believe the defendant is competent and fully understands the Mental Health Court requirements and the contract terms.

Attorney for Defendant, WSBA # _____

Date

Agreed to by:

Attorney for Plaintiff, WSBA # _____

Date

So Ordered this ____ day of _____, 20 ____.

SUPERIOR COURT JUDGE

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

STATE OF WASHINGTON
Plaintiff,

vs.

_____,
Defendant

D.O.B.

NO. _____

**STIPULATION AND WAIVER OF RIGHTS
FOR ENTRY INTO MENTAL HEALTH
COURT**

B. STIPULATION AND WAIVER OF RIGHTS (SUPERIOR COURT): the defendant understands and agrees that he/she/they is entering the following stipulation, agreement, and waiver of rights in order to participate in the Clark County 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.

The standard sentence range is based on the crime charged and my criminal history. Criminal history includes prior convictions and juvenile adjudications or convictions, whether in this state, in federal court, or elsewhere. If I am convicted of any new crimes before any sentencing that occurs, or if any additional criminal history is discovered, the standard sentence range may increase. Even so, my entry into this program is binding.

(initial below)

_____ **2. RIGHTS:** I understand I have the following important rights that I will be giving up if accepted into the Mental Health Court program:

- (a) The right to a speedy and public trial by an impartial jury in the county where the crime was allegedly committed; the right to trial within sixty (60) days following the commencement date, as defined in CrR 3.3, if I am incarcerated; the right to trial within ninety (90) days following the commencement date, as defined in CrR 3.3, if I am not incarcerated.
- (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.

(initial below)

_____ **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 Mental Health Court for non-compliance or failure to successfully complete the Mental Health Court 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 Mental Health Court (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.

(initial below)

_____ **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 Mental Health Court:

- (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.

(initial below)

_____ **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, and could be up to the maximum sentence, as shown above.

(initial below)

_____ **6. OTHER CONSEQUENCES:** I understand that there are other consequences of being found guilty, including (but not limited to) the following:

- (a) **Financial:** The judge may require me to pay costs, fees and assessments authorized by law. The judge may also order me to make restitution to any victims who lost money or property as a result of crimes I committed. The maximum amount of restitution is double the amount of the loss of all victims or double the amount of my gain.
- (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:** The judge may place me on community custody/ probation for up to five years if I am sentenced for a domestic violence offense or under RCW 46.62.5055 or up to two years for all other offenses and impose conditions of probation. If the court orders me to appear at a hearing regarding my compliance with probation and I fail to attend the hearing, the term of probation will be tolled until I appear before the court on the record. If I am already on probation, parole or any type of similar supervision for any crime, a finding of guilty could be a violation of that case/those cases.

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.

OFFENSE TYPE	COMMUNITY CUSTODY TERM
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.

(a) **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.

(b) **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.

(c) **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.

(d) **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.

(e) **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 Mental Health Court. 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: _____

Attorney for Defendant, WSBA # _____

Approved and Agreed:

Attorney for Plaintiff, WSBA# _____

I find the defendant's stipulations, agreement, and waiver of rights to be knowingly, intelligently, and voluntarily made. Defendant understands the charges and the consequences of the stipulations, agreements, and waivers.

Dated: _____

Judge

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 _____

STATE OF WASHINGTON,
Plaintiff,

vs.

_____,
Defendant.

DOB: _____

NO. _____

**ADDENDUM TO MENTAL
HEALTH COURT CONTRACT**

In addition to the terms and conditions included in the Clark County Superior Court Mental Health Court Contract, the defendant understands and agrees to abide by the below conditions.

- Comply with any / all current no contact, protection, and/or restraining orders with the strict understanding that any violations are immediate cause for termination discussion.
- Have no contact with: _____.
- Electronic Home Monitoring or GPS monitoring to start within _____ days of opt-in or release from custody for a minimum period of _____ or until further order of the court.
- Alcohol monitoring through SCRAM or other device to start within _____ of opt-in or release from custody for a minimum period of _____ or until further order of the court.
- Move into court-approved sober supportive housing immediately within 72 hours of opt-in or release from custody.
- Resolve any outstanding legal obligations in another court / jurisdiction within set timeframe:

- Engage in the following services:
 - Medication Management DV-MRT
 - Thinking for a Change Anger Management
 - Decision Points - DUI Level 1
 - Level 2
- Obtain an evaluation and comply with any recommended treatment for the following:
 - Substance Use Disorder
 - Domestic Violence
- Engage in Mental Health treatment services at _____
- Upon opt-in I will be placed on the Low Risk/High Needs track. I understand that the Court may move me to the High Risk track based upon performance and reassessment of risk level, and this could affect my reporting requirements.
- Other: _____

I have read or had read to me this Addendum to the Mental Health Court Contract and have fully discussed it with my attorney. I understand the additional conditions contained in this document and understand that a violation of one of these conditions may result in sanction(s) and/or termination from the Mental Health Court Program. I knowingly and voluntarily agree to abide by the terms of this Addendum.

_____ Date: _____
Defendant

I have read and discussed this Addendum to the Mental Health Court Contract with the defendant and believe the defendant is competent and understands and voluntarily agrees to the terms of this Addendum.

_____ Date: _____
Defense Attorney, WSBA # _____

Agreed to by:

_____ Date: _____
Deputy Prosecuting Attorney, WSBA # _____

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

STATE OF WASHINGTON
vs
_____,
Plaintiff
Defendant

NO. _____

ORDER FOR PARTICIPATION IN
MENTAL HEALTH COURT

Defendant _____ having agreed to the terms in the Mental Health Court contract and having met the criteria for entry, now therefore it is:

ORDERED that the Defendant shall abide by the terms and conditions set out in the Mental Health Court contract.

DATED this _____ day of _____, 20____.

SUPERIOR COURT JUDGE

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

STATE OF WASHINGTON

Plaintiff,

vs.

NO. _____

_____,

Defendant

**ORDER SUBSTITUTING
ATTORNEY**

I. ORDER

IT IS HEREBY ORDERED that Christina Phelan (Bar #45274) is substituted for:

_____, as attorney for the above-named defendant
upon entering the Mental Health Court.

DATED this _____ day of _____, 20____.

SUPERIOR COURT JUDGE

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

STATE OF WASHINGTON

Plaintiff,

vs.

_____,
Defendant

NO. _____

**ORDER FOR PRIORITY PAYMENT OF
MENTAL HEALTH COURT FEE**

Clerk's action required

IT IS HEREBY ORDERED that the Defendant's Mental Health Court fee of \$150.00 in the above-entitled case shall be a priority payment.

DATED this _____ day of _____, 20__.

SUPERIOR COURT JUDGE

Presented by:

Approved to form and content:

Attorney for Defendant

W.S.B. # _____

Deputy Prosecuting Attorney

W.S.B. # _____