

219th DISTRICT COURT

ADULT MENTAL HEALTH COURT AGREEMENT

Defendant's Name: _____ Date: _____

Cause Number (list only one cause number per Agreement): _____

Offense Charged (example: Class B Theft >=\$100<\$750): _____

This offense is a: Misdemeanor Felony

I, the above-named Defendant, wish to participate in the Collin County Adult Mental Health Court ("AMHC"). Before I may be admitted into the AMHC, I understand and agree that I will assume certain obligations and responsibilities. I also understand and agree that I will have to follow orders and instructions given to me by the AMHC which includes the Judge, the Program Coordinator, the Supervision Officer, the Assistant District Attorney, and all other AMHC personnel. I also understand I have the right to refuse participation in the program and have this offense fully prosecuted.

Participation in AMHC

I understand that if I am accepted into the AMHC, I will be supervised by the Collin County Community Supervision and Corrections Department ("CSCD") for a minimum of nine months. During this period, I must abide by all conditions set by the AMHC prosecutor and my Collin County Supervision Officer.

1. **Admission:** If I am admitted to the AMHC, I must remain in the program until I successfully complete it or until I am removed by the AMHC prosecutor.
2. **Removal:** I must fully comply with all program requirements set forth in the Participant Handbook. I acknowledge that I received a copy of the AMHC Participant Handbook, fully understand the requirements as outlined, and agree to abide by all program requirements. If I am removed from the AMHC, or otherwise fail to successfully complete the program, I understand that my case will be fully prosecuted and any information revealed about my case can be used against me.
3. **Completion & Expunction:** Successful completion of the AMHC will result in dismissal of the charge for which I am being admitted to the program. I understand that following this dismissal, I may file a petition to have all records and files relating to my arrest for this offense expunged.

I understand that the State of Texas agrees, upon my successful completion of the AMHC and compliance with all of the conditions set forth above, that the State of Texas will dismiss any charges which have been filed against me in connection with this offense.

Fees, Costs, Restitution

I understand I am responsible for the following fees:

1. **Program Fee:** There is no program fee to participate in AMHC.
2. **Monthly Supervision Fee:** In addition, I agree to pay CSCD a supervision fee of \$55 per month for the AMHC. This CSCD fee cannot be waived and may be subject to change.
3. **Restitution:** I agree to pay all restitution as determined by the AMHC Prosecutor. It is my attorney's responsibility to obtain the correct restitution amount from the trial court prosecutor. The final restitution amount will be confirmed in an email notification sent to my attorney regarding tentative approval for the program.
4. **Other Fees:** I understand there may be other fees association with participation in the AMHC such as class and urine analysis fees.

Waiver of Rights

I have been counseled by my attorney & **agree to waive the following rights** I may have in order to participate in the AMHC:

1. If this case is a felony, my **right to have this case presented to a grand jury** and to be prosecuted by a grand jury indictment; and, I agree that the case may proceed, if it is prosecuted, upon accusation by affidavit and information;
2. Any right I have under Texas Code of Criminal Procedure Article 32.01 or any other law regarding the **presentment of this case to the grand jury within any prescribed time limits**;
3. Any right I may have under the U.S. Constitution or Texas Constitution **to a speedy trial**, and any right I may have **to proceed to trial** of this case during my participation in the AMHC;
4. Any right **to confidentiality of drug treatment records** and information for use by the Court, the District Attorney, the AMHC's Community Partners, CSCD, and my attorney, for the purpose of determining my progress and participation in the program;
5. I agree that the results of any drug test may be used in determining any sanction against me, up to and including removal from the program. I waive any right **to confront and cross-examine any witnesses** concerning results of any confirmed drug test.

Conditions of Supervision

During the period of supervision, I will abide by all conditions set by the AMHC Judge, AMHC prosecutor, Program Coordinator, Supervision Officer, and treatment providers. I agree that other conditions may be assessed, as deemed necessary by the Supervision Officer. I agree to the following mandatory conditions of supervision:

1. **Reporting:** I will report to my Supervision Officer as directed and truthfully answer all questions asked by my Supervision Officers; and:
 - a. I must report any change in my employment, financial, or insured status prior to and during my participation in the AMHC within three (3) days. I understand that changes in my insured status may result in a change of my treatment provider;
 - b. Report any change in address or change of employment to the Supervision Officer within 48 hours;
 - c. Remain within the supervising county (and contiguous counties) unless permitted to depart by the Supervision Officer;
2. **Fees:** I will pay any required program, supervision, and/or restitution fees in full before graduation from the AMHC.
3. **Standard Conditions:**
 - a. I will not commit any further criminal violations;
 - b. I will report all contact with police/law enforcement within 24 hours;
 - c. I will abstain from use of alcohol, marijuana (including CBD and Delta-8 THC products), dangerous drugs, any substance prohibited by Texas Controlled Substances Act, or any other prescription drug not otherwise prescribed to me by a treating physician;
 - d. I will voluntarily report the use of any illegal drugs, alcohol, or drugs not otherwise prescribed to me;
 - e. I will submit a non-dilute random urine sample for drug testing (and/or other approved medical tests) as directed by the Supervision Officer and pay \$10 for such testing;
 - f. I will submit to a psychological assessment and/or chemical abuse evaluation when requested to do so by the Supervision Officer;
 - g. I will cooperate with mental health treatment providers as recommended;
 - h. I will take all mental health medications as prescribed by my prescribing psychiatrist/physician;
 - i. I will complete treatment requirements as outlined by the treatment plan;
 - j. If directed by the Supervision Officer, call a designated number daily to determine the days I will submit a sample to test for illicit drug or alcohol use;
 - k. I will drive only with a valid Driver's License or Occupational Driver's License and liability insurance;
 - l. I will not possess any firearms or illegal weapons;
4. **Release of Information:** I agree to complete a release of information for communication about my confidential information, participation/progress in treatment, and compliance with the provisions of the "Health Insurance Portability and Accountability Act";
5. **Screening:** I agree to complete a screening with an AMHC approved provider as directed by program administrators prior to my admission to the AMHC. I understand that failure to attend such screening could result in denial from the program;
6. **Employment:** Maintain steady, full-time employment (part-time with approval) insofar as possible; if a student, then remain in school.

Sanctions & Violations

I understand that sanctions for failure to complete any term of this Agreement may be assessed by the AMHC and/or my Supervision Officer. I understand that sanctions may include but are not limited to increased phone calls/office visits with AMHC administrators and/or treatment providers; demotion to the previous Phase; increased participation in treatment options, such as inpatient treatment or sober living; increased drug and/or alcohol screenings; additional community service requirements; jail sanctions; and removal from the AMHC program.

Should there be a violation of this Agreement during my period of participation in the program, I agree to:

1. Appear in court on written notice;
2. Enter a plea of guilty to the above charge; and
3. Accept a punishment by agreement with the prosecution or allow the Judge to determine punishment following a contested punishment hearing.

Communications

I consent to communication between the Collin County District Attorney’s Office and the AMHC’s Community Partners. With this consent, I understand that the Collin County District Attorney’s Office and its Community Partners shall provide each other with the necessary information (progress reports, assessment information, case information, etc.) to ensure compliance with the terms, conditions, and contract items of the AMHC. This authorization will remain in effect throughout the course of my participation in the AMHC, unless revoked by my written notice.

DEFENDANT’S ACKNOWLEDGEMENTS

I acknowledge that I have received the following information from the Program Coordinator before entry into the Collin County Adult Mental Health Court (AMHC). My attorney has counseled me regarding the penalty range for this offense. I acknowledge that I have discussed this information with my attorney and that I understand the information set forth in this Agreement. I acknowledge that I have received a copy of this Agreement and the conditions of supervision set out therein. I acknowledge that the foregoing conditions of supervision have been explained to me in full by my attorney and I understand all of the waivers and conditions included in this Agreement, and by signing below, I hereby voluntarily enter into this Agreement.

Defendant’s Printed Name

Defendant’s Signature

Date

ASSERTIONS OF DEFENDANT’S ATTORNEY

In representing the Defendant and signing below, I acknowledge that I have read this Agreement and explained it to my client. I have also explained to him/her the nature and consequences of entering into this Agreement. The Defendant understands the conditions of the AMHC, that failure to comply with the conditions will result in prosecution, and that anything in this Agreement may be used against the Defendant later at trial.

Attorney’s Printed Name

Attorney’s Signature

Date