

**LANCASTER COUNTY COURT OF COMMON PLEAS
MENTAL HEALTH COURT**

PARTICIPANT CONTRACT

Name: _____ Date of Birth: _____

Docket No(s): _____

Track: _____

Please review and complete by answering "yes" in the spaces provided next to questions 1 through 38, and sign on the back page. Admission to Mental Health Court is conditioned upon your agreement to every term of the Mental Health Court Participant Contract.

1. I hereby enter into this Mental Health Court Contract, binding myself to its terms. I understand and agree that I am required to comply with the contract specifications as listed below. Additionally, I understand and agree that I am required to comply with the Mental Health Court Rules and Regulations as well as the Rules and Regulations of Adult Probation and Parole Services, as approved by the Court of Common Pleas.

2. I agree that I have entered a guilty plea and/or stipulated to a Parole/Probation Violation on the above-listed case docket number(s).

3. I understand that the validity of this contract is conditioned upon my eligibility for the Mental Health Court Program. If at any time after the execution of this agreement, and in any phase of the Mental Health Court Program, it is discovered that I am, in fact, ineligible to participate in the program, I may be immediately terminated from the program and sentenced at the discretion of the presiding judge. In the case of a guilty plea, I will not be allowed to withdraw my previously entered plea of guilty unless my ineligibility is based on facts or information which should have been known to the prosecutor prior to Mental Health Court admission, or upon constitutional grounds.

4. I understand that participation in Mental Health Court involves a minimum time commitment of twelve (12) months before I am eligible for Graduate Status. I also understand that participation in Mental Health Court includes an aftercare component ranging from twelve (12) months to thirty-six (36) months after I have achieved Graduate Status.

5. I understand that the duration of aftercare is twenty-four (24) months for misdemeanor cases and thirty-six months (36) for felony cases. I also understand that aftercare may be reduced to twelve (12) months for misdemeanor cases and twenty-four (24) months for felony cases if I have no violations during aftercare, I am current on my fines and costs payment plan, and restitution is paid in full.

6. I understand that during the entire course of the Mental Health Court Program, I will be required to attend court sessions as directed and that failing to attend may result in a warrant for my arrest.

7. I understand that Mental Health Court review sessions are formal court proceedings and that I am required to comport myself in court, by both my conduct and dress, accordingly. _____
8. For the purposes of regular Mental Health Court review hearings, I agree to waive my right to have my attorney of record present. _____
9. I understand that after my admission into the Mental Health Court Program, the Mental Health Court Team Member designated as Defense Counsel shall be my attorney and represent my legal interests for the duration of my participation in the program. _____
10. I understand that by participating in a therapeutic and problem-solving court, the presiding judge may initiate, permit, or consider *ex parte* communication while assuming a more interactive role with me, treatment providers, social workers, and the members of the Mental Health Court Team. As a participant of a therapeutic and problem-solving court, I consent to the possibility of *ex parte* communication during my involvement in the Mental Health Court Program. I understand that my case may be discussed without my attorney or the prosecutor present. _____
11. I will report in person, over the telephone, or in writing to my Mental Health Court Probation Officer according to his/her instructions. _____
12. I understand that any false statements, verbal and/or written, made by me to any member of the Mental Health Court Team may result in termination from the Mental Health Court Program. _____
13. I agree not to threaten, harass, intimidate, or abuse in any way any, past or present Mental Health Court participants or any member of the Mental Health Court Team or its representatives. _____
14. I agree to cooperate in an assessment/evaluation for planning an Individualized Supervision/Treatment Plan which may include, but will not be limited to, housing, therapy, drug/alcohol treatment, medications, and structured programming. I agree to attend and comply with all treatment as deemed necessary, including taking medications as prescribed. I agree to sign appropriate Release of Information forms allowing treatment providers to release information as it relates to my individualized treatment plan. _____
15. I understand my treatment plan may be modified by the treatment provider or the Mental Health Court Team as circumstances arise, and I agree to comply with the requirements of any such modifications. _____
16. I will not leave any treatment program without prior approval of my treatment provider and the Mental Health Court Team. I agree to complete all required financial disclosure declarations as necessary to obtain funds for my treatment. If funding is not available, I agree to pay some or all of the costs of my treatment. _____

17. I understand that I must provide copies of all my prescriptions to my Mental Health Court Probation Officer. Any change in my medication must be communicated to my Mental Health Court Probation Officer within twenty-four (24) hours. I understand that I may be required to bring all of said medications to appointments with my Mental Health Court Probation Officer so a pill count can be conducted. I realize that I am responsible for any discrepancy between the instructed dosage and the actual pill count.
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18. I understand that I must notify all my treatment providers of my prescribed medications, including any certifications for the use Medical Marijuana. I shall communicate any change in my medication and/or certification for the use of Medical Marijuana to all my treatment providers.
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19. I understand that I must live in Lancaster County to participate in Lancaster County's Mental Health Court Program. I understand that I may be subject to discharge from Mental Health Court if I move outside of Lancaster County and am no longer a Lancaster County resident.
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20. I agree to keep the Mental Health Court Team always advised of my current address and phone number at all times and will not change my residence without prior consent from my supervising Mental Health Court Probation Officer. My place of residence is subject to Mental Health Court Team approval.
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21. I understand that my Mental Health Court Probation Officer, or other representative(s) from Adult Probation & Parole Services, may visit my home at any time in order to effectively confirm compliance with the conditions of my supervision, and I agree to cooperate with the efforts of my Probation Officer when he/she does so.
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22. I will not travel more than 30 miles from my home without receiving permission from my Mental Health Court Probation Officer. I will not travel outside the border of Pennsylvania without written travel permission from my Mental Health Court Probation Officer. I understand that travel permits will be issued under limited circumstances.
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23. I must comply with all local, state, and federal laws. I agree to inform any law enforcement officer that contacts me that I am in Mental Health Court. I must immediately notify my supervising Mental Health Court Probation Officer of any contact, arrest, or investigation by/with a law enforcement agency. I understand that I may not work as a confidential informant with any law enforcement agency while I am participating in the Mental Health Court Program, nor may I be made or encouraged to work as a confidential informant as a condition of my full participation in the Mental Health Court Program.
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24. I understand that I may not participate in Mental Health Court if I am currently an affiliated gang member.
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25. I will not possess, have control of, or have in my place of residence or vehicle, any contraband such as stolen property, non-prescribed controlled substances, drug paraphernalia, firearms (handguns, rifles, shotguns) or other deadly weapons, including but not limited to: bow and arrow, prohibited offensive weapons, or any instruments of crime. I will submit my person, property, place of residence, vehicle and personal effects to search at any time by a member of the Mental Health Court Team or representative

(including units of Adult Probation & Parole Services) based upon reasonable suspicion that I am in possession of contraband.

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26. I understand that participating in Mental Health Court requires me to be drug and alcohol free at all times. I will not use alcohol and/or non-prescribed controlled substances (as defined in the Controlled Substance, Drug, Device and Cosmetic Act), or have alcohol and/or non-prescribed controlled substances in my place of residence. I will not associate with people who use or possess controlled substances illegally, nor will I be present while controlled substances are being used or possessed by others illegally. The use of non-prescribed or illegally obtained medications or controlled substances, or any use of medications in violation of Mental Health Court policy, may result in sanctions or removal/termination from the Mental Health Court Program. The use of synthetic marijuana will likely result in immediate discharge from the Mental Health Court Program.
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27. I agree to submit to urinalysis and/or breathalyzer testing on a random basis as directed and according to procedures established by the Mental Health Court Team and/or treatment provider, including on Saturdays and Sundays. I understand that refusal to submit to testing, failure to report for testing, and/or failure to provide a sample for testing will be considered a positive test and a violation of the Mental Health Court Contract and Mental Health Court Rules and Regulations.
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28. I understand that I am responsible for what goes into my body. I agree that I will not take any non-prescribed substances which will indicate a positive result for drugs and/or alcohol during testing by the Mental Health Court Team. This includes, mouthwash, NyQuil, poppyseeds, CBD oil, and/or other substances containing alcohol.
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29. I will not substitute, alter, or try in any way to change my bodily fluids or testing specimen, including attempting to dilute the sample. I understand that providing a substitute or adulterated urine sample may result in my immediate termination from Mental Health Court.
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30. I understand that I may dispute positive test results, but that I will reimburse the court for the cost of laboratory fees sustained upon positive confirmation of drug use, and that any dishonesty and/or false statements made to the Mental Health Court Team may result in a sanction as deemed appropriate by the Mental Health Court Team.
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31. I understand that I am responsible for attending all my Mental Health Court appointments and obligations, and that I am responsible for securing transportation to and from those appointments and obligations.
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32. I agree to abide by the rules and regulations imposed by Mental Health Court and understand that failure to comply may result in sanctions or termination from the program.
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33. I understand that sanctions may include incarceration, increased supervision, increased court appearances, increased drug testing, remaining in a particular phase, demotion to a previously completed phase, written assignments, and/or other sanctions as may be deemed necessary by the Mental Health

Court Team. Failure to complete a sanction or assignment may result in additional sanctions and/or termination from the program.

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34. I understand that I must pay all fines, costs, restitution, and fees associated with my participation in Mental Health Court. I will do so by establishing a payment plan with the Collections Enforcement Unit. I understand that any restitution must be paid in full prior to charges being dismissed or reduced for participants who entered Mental Health Court on the diversion and modified tracks. Failure to pay all fines and costs in full may result in the participant's/graduate's case being referred to the Collection Enforcement Unit.
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35. I understand that I may choose to voluntarily withdraw from Mental Health Court. If I do so, I may be sentenced up to the maximum penalty allowed for the underlying offense(s) and at the discretion of the presiding judge.
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36. I understand that my failure to successfully complete and graduate from the Mental Health Court Program will result in the imposition of the previously deferred sentence and/or will result in a violation of my probation/parole. I understand that my failure to complete Mental Health Court cannot be a basis for the withdrawal of my previously entered guilty plea or my stipulation to my probation/parole violation. I understand that any attempt to withdraw my guilty plea or my stipulation to my probation/parole violation would be prejudicial to the Commonwealth. Any sentence imposed shall be at the sole discretion of the presiding judge.
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37. After graduation from the Mental Health Court Program, I understand that I will be required to participate in the Mental Health Court Aftercare Program. The length of the Aftercare Program will be between twelve (12) months and twenty-four (24) months for participants charged with misdemeanor offenses, and between twenty-four (24) months and thirty-six (36) months for participants charged with felony offenses. The Aftercare Program includes court reporting, appointments with my Mental Health Court Probation Officer, drug testing, and ongoing treatment. I agree to participate in and meet the requirements of Aftercare. I understand that failure to comply with and complete the Aftercare Program requirements may negatively affect my expungement as well as result in a sanction(s), imposition of the previously deferred sentence against me, and/or the finding of a violation of probation or parole and the imposition of a sentence up to the maximum penalty allowed at the sole discretion of the presiding judge. I agree to participate in and meet the requirements of Aftercare.
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38. I understand that if I enter this program and fail to complete it, I may be barred from future participation in Mental Health Court.
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39. Upon successful completion of the program and any required aftercare:
- a. Those individuals who entered the program on the diversion track will have their criminal case(s) dismissed. Those charges may be eligible for expungement.
 - b. For participants completing the modified track, the more serious offense(s) will be dismissed, and supervision of the remaining offense(s) will end.

- c. For those individuals who entered the program on the non-diversion track or on probation/parole violations, any remaining term of supervision will be terminated.

c.1. I Any required hearings regarding the potential early termination of probation as required by Act 44 of 2023, which amended Sections 9754(b), 9763(b)(1), (2), (11), 9771(a), (b), (c) and enacted Section 9774.1 of Title 42 of the Pennsylvania Consolidated Statutes, (hereinafter, "Act 44"), shall be conducted at the appropriate time during the defendant's appearance at a regularly scheduled session of Treatment Court.

I understand that, if I am on probation for the offense(s) for which I have been admitted to Treatment Court, that any violation of the Requirements, Rules, and/or Regulations of Treatment Court will constitute a violation of the terms of my probation. In exchange for my participation in Treatment Court, I agree, that in such situations, I will waive my right to any required preliminary violation (Gagnon I) hearing. I understand that an expedited formal violation (Gagnon II) hearing will be conducted during the first available regularly scheduled session of Treatment Court. At such hearing, I will be afforded all applicable rights, including the right to be represented by legal counsel.

I hereby acknowledge that I have read, or have had read to me, the foregoing rules, regulations and special conditions of my Mental Health Court supervision. Further, I understand that the Mental Health Court Program is constantly improving and therefore it may be necessary for me to review and sign updated contracts. I am willing to enter into this agreement to participate in the Lancaster County Court of Common Pleas Mental Health Court Program.

Participant's Signature

Date

Participant's Attorney

Date

Attorney for the Commonwealth

Date

Mental Health Court Judge

Date