IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT OF THE

STATE OF IDAHO, IN AND FOR THE COUNTY OF _____

STATE OF IDAHO,	)	
	)	
Plaintiff,	)	County:_____
	)	Case No.:
-vs.-	)	
	)	APPLICATION TO PARTICIPATE
_____,	)	IN THE MENTAL HEALTH COURT
Full Legal Name	)	PROGRAM
	)	
Defendant.	)	
_____	)	

Except as otherwise provided, a Mental Health Court Application shall not be made until after entry of a guilty plea on new charges or after entry of admissions on a probation violation. Or if after retained jurisdiction upon entry of the Order of Probation with mental health court as a term and condition. **An Application for Mental Health Court shall be made at the time the defendant's case is set for Sentencing and/or Disposition on a Probation Violation so as not to delay the date set for Sentencing or Disposition.**[1]

I hereby apply for admission into the Fifth Judicial District Mental Health Court program. I have read the Fifth District Mental Health Court Handbook. I acknowledge that, as part of the application process:

a. My prior criminal record, if any, will be reviewed to determine whether I am eligible to participate in the Mental Health Court program.
b. I may be required to complete an alcohol/drug screening by an approved treatment provider.
c. I will be required to complete a diagnosis/eligibility evaluation by the Mental Health ACT team Clinician and the Mental Health Court Coordinator.
d. I will be required to provide sufficient justification in a motion for Mental Health Court Screening/Assessment to the District Court Judge in my case to warrant the issuance of the Order for Mental Health Court Screening/Assessment.
e. My application, my prior record, the results of the LSI-R, the results of the alcohol/drug screening, and the results of my diagnosis/evaluation will be reviewed by a Mental Health Court team. Admission into the Mental Health Court program will be at the sole discretion of the Mental Health Court team.

[1] A sentencing judge may Order a Mental Health Court application at the time of sentencing, disposition on a probation violation or at a Rider Review hearing where the sentencing judge has placed a defendant on probation with Mental Health Court as a term and condition of probation without prior application to Mental Health Court for eligibility determination.

IF ACCEPTED INTO THE MENTAL HEALTH COURT PROGRAM, I AGREE TO COMPLY WITH THE FOLLOWING CONDITIONS OF ADMISSION:

1. I have reviewed all requirements contained in the Fifth District Mental Health Court Handbook with my attorney and I understand them. My attorney is aware of the requirements of the handbook as well, and is welcome to attend court proceedings and pre-court staff meetings; however, he/she is not required to do so.
2. I will sign a probation agreement with the State of Idaho Department of Probation and Parole and fully comply with all requirements of probation.
3. I will authorize release of all treatment information to the Mental Health Court team, which may include, but not be limited to the Mental Health Court judge, a representative of probation and parole, the Department of Health and Welfare, and other Mental Health Court team members and treatment providers. This information may be used by the Mental Health Court team to determine my level of participation in and compliance with the Mental Health Court program, to modify my release conditions and/or to decide to terminate my participation in the program. The information may also be used to modify or terminate probation.
4. I will appear in court for all scheduled hearings.
5. I understand, in the event of non-compliance to the requirements of Mental Health Court, the court may take action on a weekly basis, including applying sanctions, whether my attorney is present or not. In the event my attorney is absent, the court shall continue as normally scheduled. I am thus waiving my due process rights in this matter and specifically authorizing the court to discuss my case with those present at staffing or in court, with or without my attorney. By signing below, my attorney and I each agree to allow the court to apply sanctions as the court may deem appropriate without my attorney being present and without an evidentiary hearing. I understand if I am involuntarily discharged from the program, a probation violation report shall be submitted to the court. Thereafter, I will be afforded all rights pertinent to a felony probation violation proceeding under applicable laws.
6. I agree to reside in Twin Falls, Idaho as a requirement of participation.

I understand that any failure on my part to comply with Mental Health Court program requirements may result in the modification or revocation of my probation, including the imposition of sentence.

_____ _____

Defendant's Signature Defense Attorney Signature

DATED this ____ day of _____, _____.

The Mental Health Court Application and Contract shall be e-filed in the defendant's case(s). The judge's clerk shall transmit the referral by email or fax to the mental health court coordinator and counsel of record

.

Defendants Name: _____
Case Number(s):_____

FIFTH JUDICIAL DISTRICT MENTAL HEALTH COURT CONTRACT

(Effective October 19, 2022)

I, _____, as a condition to my acceptance into Mental Health Court hereby agree to accept and abide by the following terms and conditions for Mental Health Court and hereby acknowledge that any waiver of my constitutional or statutory rights is voluntary, knowing, and intelligent and was reviewed and discussed with my attorney. I further understand that before I can be formally accepted into Mental Health Court that I must have: (1) entered a plea of guilty to a qualifying felony offense and (2) a qualifying Mental Health Evaluation. I therefore agree as follows:

1. ATTENDANCE. I shall report in person on the dates and times specified for all court dates; treatment groups; community support meetings; drug or alcohol testing; and any other dates and times specified by the Mental Health Court team or the Mental Health Court Coordinator. I will not leave or attempt to leave the state or my assigned district in an effort to abscond or flee supervision. I will be available for supervision as instructed by Mental Health Court and will not actively avoid supervision. _____

2. MEDICATIONS. I understand that psychiatric treatment including medication management will be provided by the Mental Health Court provider only. I will take psychiatric medications as prescribed and will comply with all treatment and medication recommendations. I will discuss any medication side effects with my provider. I understand that seeking or receiving psychiatric care from other sources will be subject to sanction up to and including termination. _____

3. MEDICATION MANAGEMENT. I will provide a list of all physicians and pharmacies used for non-psychiatric treatment. I understand that the use of additional doctors or pharmacies without prior approval will result in sanction by the court. I agree to inform my treating physician that I am dependent or addicted to narcotics and /or illegal drugs and/or alcohol and will request that my physician prescribe to me non-narcotic medications if medically reasonable. _____

4. CONDUCT. I will not make threats towards other participants or staff or behave in a violent manner. I understand that violent, threatening, provoking, discriminatory, or inappropriate sexual behavior will not be tolerated and may result in a sanction or termination from the Mental Health Court program. _____

5. CONTROLLED SUBSTANCES / ALCOHOL I shall not purchase, possess, or consume any ethyl alcohol, illegal drugs, designer synthetic drugs, prescription drugs without a valid prescription, drug paraphernalia or mood altering chemicals or substances. Any prescription or over-the-counter medication use must be immediately reported to the Mental Health Court team for review. Abuse of or failure to report prescriptions or over the counter medications will result in a sanction. _____

6. TESTING. I agree to attend and participate in all required drug and /or alcohol testing as directed by the Mental Health Court team. I understand that if my test sample is insufficient or

dilute that my test sample may be deemed a positive test. If the results of the test indicate an adulterant has been used to interfere with the results, that test will be deemed to have been positive. Participants must provide a urine specimen within 60 minutes of the request or within the time allotted by any drug testing agency. _____

7. CONFIDENTIALITY. I agree to maintain the confidentiality of participants and of information disclosed in treatment. If a Mental Health Court Participant breaks confidentiality, the circumstances involved will be carefully examined by the Mental Health Court Staff and possible Court Sanctions may be applied which may include Termination from the Mental Health Court Program. _____

8. CURFEW. I agree to comply with and obey any curfew that may be imposed by the Mental Health Court Staff. _____

9. RESIDENCE. I will reside in a location approved by Mental Health Court. Any change of my residence must first be approved by the Mental Health Court team. I will notify my probation officer and the Mental Health Court Coordinator of any involuntary move from my residence within 24 hours. _____

10. LAWS AND COOPERATION. I shall respect and obey all laws and shall comply with any lawful request of Mental Health Court or any law enforcement officer or agent of the Department of Probation & Parole. I understand that if I should receive new criminal charges during my participation in Mental Health Court for an offense that occurred before or after my acceptance into Mental Health Court that such an occurrence could result in my termination from Mental Health Court. I will notify the Mental Health Court Coordinator and my Probation Officer of any law enforcement contact within 24 hours. _____

11. TRANSPORTATION. I understand that it is my responsibility to provide transportation for myself to attend treatment; court appearances and any other requirements of Mental Health Court. Further I will not operate a motor vehicle without a valid license, registration, insurance (and interlock device if applicable). _____

12. ASSOCIATIONS. I will not associate with anyone who is committing a law violation; who is on probation or parole; or who is a convicted felon without first obtaining permission from the Mental Health Court team. Participants are required to provide a list of all associates (first and last names) to the Mental Health Court Probation Officer for approval. I will also not associate with any group or individual as ordered by Mental Health Court. _____

13. TRAVEL. I shall not leave this State or the Fifth Judicial District without first obtaining written permission from Mental Health Court. _____

14. EMPLOYMENT / EDUCATION. I shall seek and maintain gainful, verifiable, full-time employment (if applicable within the limits of a documented disability), be enrolled as a fulltime student or participating in such programs as approved by Mental Health Court. I understand that a change of employment or education shall not occur without prior written permission of Mental Health Court. _____

15. SEARCH AND SEIZURE. I agree and consent to the search and/or seizure of my person, automobile, residence, real property, and any other property (including electrical devices), at any time, and at any place, by any law enforcement officer, peace officer, or probation officer and hereby knowingly, intelligently and voluntarily waive my rights under the Fourth Amendment and the Idaho constitution concerning searches. _____

16. WEAPONS / CONTRABAND. I shall not purchase, carry, own or have in my possession or control any firearm, ammunition, explosives, archery equipment, projectiles or weapons of any type. I will not reside at any location where firearms are present. I will not possess or control any law enforcement or surveillance equipment, including but not limited to, scanners, video surveillance, handcuffs or handcuff keys. _____

17. COURT COSTS. I shall pay any and all Mental Health Court Fees as directed by the Mental Health Court Judge. I understand that graduation from Mental Health Court is conditioned on the payment of all Mental Health Court fees, court fines and restitution. The Mental Health Court Judge may waive Mental Health Court fees at the court's discretion. _____

18. BUDGET. Participants are required to maintain an accurate working budget and to follow the financial advice and/or directions of the Mental Health Court team. Participants are expected to submit their budget to the Mental Health Court team for review upon request and for each change in phase. Any expenditure in excess of $200.00 must be preapproved by the Mental Health Court Coordinator or Probation Officer. _____

19. PROBATION. Compliance with all terms and conditions of probation listed in your Judgment of Conviction and / or Probation Order is a requirement of Mental Health Court. _____

20. **HONESTY.** Participants shall be truthful in all communications with the Mental Health Court team. I shall not cheat, tell any lie, or exaggerate or minimize my statements, conduct or actions in anyway. I understand that a key component of my recovery is honesty, responsibility and accountability for my conduct, behavior and actions. _____

21. EVALUATION AND PROGRAM PLAN. I shall meaningfully participate in and successfully complete any treatment, counseling or other programs deemed beneficial and as directed by the Mental Health Court program. _____

22. CLIENT CONSENT TO EX PARTE COMMUNICATION. As a participant in the Fifth Judicial District Mental Health Court, I have been informed that under ordinary circumstances, a prosecuting attorney is not permitted to communicate with me about my case without the consent of my lawyer or an order from a court. I have also been informed that my defense attorney is not permitted to communicate with a judge without the prosecuting attorney being present. However, because of the nature of the Fifth Judicial District Mental Health Court and the Mental Health Court team's frequent need to make decisions regarding my participation, I consent to and authorize the State's attorneys to communicate with me without my lawyer being present during my participation in the Fifth Judicial District Mental Health Court program. I also consent to and authorize my lawyer to communicate ex parte with the judge regarding my participation in the Fifth Judicial District Mental Health Court program. _____

23. ADDITIONAL RULES. I understand that additional requirements may be imposed upon me. All additional rules will be explained to the participant and/or provided in writing. Additional rules may include but are not limited to No Contact Orders, Community Service, Work Detail, Written Reports, Payment Agreements, Reporting, Jail, etc. I further understand that I could be expelled from Mental Health Court if I breach any express term or condition of this contract or if in the opinion of the Mental Health Court staff I am not satisfactorily progressing through the Mental Health Court program, the treatment phases or if I am not doing what is expected of me. _____

I have read, or have had them read to me, the above agreement. I understand and accept these conditions of supervision. I agree to abide by and conform to them and understand that my failure to do so may result in my termination from the Mental Health Court Program.

_____	_____
Defendant's Signature	Defense Attorney Signature
_____	_____
Date	Date

Idaho Department of Health & Welfare
Authorization for Disclosure

Please complete and return this form to a Department of Health and Welfare office.

Available in Spanish. We provide interpreter services at no cost. Call 2-1-1 or 1-800-926-2588 for interpretation assistance. Disponible en espanol. Proveemos servicios de intérprete sin costo alguno. Llame al 2-1-1 ó al 1-800-926-2588 para obtener la ayuda de un intérprete.

CLIENT INFORMATION

Client Name: _____ Date of Birth: _____ Phone: (____)_____
(First, MI, Last)

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

REQUESTOR/PARENT/GUARDIAN INFORMATION (To be completed if authorization is being made by someone other than the subject of the information. Please provide documentation of your authority).

Name (if different than client): _____ Phone: (___)_____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

AUTHORIZATION DETAILS AND PURPOSE: *I authorize the* Idaho Department of Health and Welfare, Division of Behavioral Health, 823 Harrison St. Twin Falls, ID 83301 *to send/disclose and receive my confidential health information with the following individual, organization, or business for the purpose of case management and coordination, collaborative staffing, and providing services to me or my family*;

Name of business : _____

Address: _____ City: _____ State: _____ Zip Code: _____

TYPE OF INFORMATION TO BE DISCLOSED/RECEIVED: Psychological testing, psychological evaluation, psychiatric assessment, mental health diagnosis, substance use diagnosis, and medication list.

This authorization will expire upon _____

- *I understand that, at my request, a copy of the completed and signed authorization form will be made available to me. I understand that I may revoke this authorization in writing, at any time, except to the extent that action has been taken in reliance upon this authorization. I may submit my written statement of revocation to a Department of Health and Welfare office. I understand that the person or entity who receives my confidential information may not be required to prevent unauthorized use or disclosure.*
- *I understand that this authorization, unless expressly limited by me in writing, will extend to all aspects of my treatment including testing and/or treatment for sexually transmitted diseases, AIDS, or HIV infection, alcohol and/or drug abuse and mental health conditions.*
- *I understand that my signature on this form is not required for treatment, payment, health care operations, enrollment, or eligibility for benefits, and that a copy of this authorization shall be as valid as the original. I understand that information disclosed pursuant to this authorization may be re-disclosed by the recipient and no longer be protected by applicable law, unless the disclosure is prohibited from re-disclosure under 42 C.F.R. part 2.*

Requester/Parent/Guardian's signature: _____ Date: _____

Client's signature (if required): _____ Date: _____

Your signature must be notarized if we are unable to verify your identity and you submit this request by mail.