

Delaware Municipal Court

Mission Court

Participation Agreement

Defendant: _____ Case No. (s) _____

Agreement by Defendant for Participation in Mission Court—Guidelines, Rules and Conditions

I have received notice that I am eligible for admission into the Mission Court Program. I desire to participate in the Mission Court and agree to the following:

1. I have been found guilty or pled guilty to an offense in the Delaware Municipal Court and consent to have my case transferred to Mission Court for supervision, sentencing and disposition.
2. I have received a copy of and understand the Delaware Mission Court Participation Agreement and Participant Handbook, which explains the program and outlines in detail the requirements and process of the Mission Court, including sanctions for noncompliance. The Delaware Mission Court Participant Handbook is incorporated here by reference.
3. I understand that I will appear before the Mission Court Judge on a regular basis, which will be at least twice monthly during the initial phase of the program, without my attorney to report on my progress in the program and that I am subject to sanctions for failure to comply with the rules of the program.
4. Upon acceptance into the Mission Court, I understand that I have the right to have my defense attorney in attendance at Mission Court treatment team meetings upon my request. I understand it is my responsibility to notify counsel and arrange his/her attendance.
5. I agree not to commit any further criminal or traffic offenses while participating in the program. I will report any arrest, citation of a violation of the law, conviction or any other contact with law enforcement to my Community Control Officer immediately.
6. I understand that complying with the Mission Court may be a condition of a suspended jail sentence and/or diversion and/or community control/probation and failure to comply with the program guidelines, rules and conditions may result in sanctions, revocation of my community control/probation and incarceration.
7. I will cooperate and comply with my supervision plan and any subsequent or amended supervision plans. The Mission Court Judge will impose requirements on me at time of sentencing or as sanctions for program violations.

8. I will cooperate with all treatment and services outlined in my Mission Court case plans and any subsequent or amended case or treatment plans.
9. I will comply with all financial obligations, including restitution, fines, court costs, probation service fees and child support as directed by my Community Control Officer and the Mission Court Judge.
10. I will provide all information regarding my financial status to my Community Control Officer and my treatment agency to assist in determining my ability to pay specific financial obligations.
9. I understand there is a purpose and need for the disclosure of confidential information to inform the Mission Court of my attendance and progress in treatment. The extent of information to be disclosed will include, but not be limited to, my diagnosis, information about my attendance or lack of attendance at treatment sessions, my cooperation with treatment program prognosis, and my drug and alcohol screens.
10. I understand that my consent to disclose confidential information regarding my attendance and progress in treatment will remain in effect and cannot be revoked until there has been a formal and effective termination from my supervision by the Mission Court.
11. I understand that any disclosure made is bound by Part 2 of Title 42 of the Code of Federal Regulations governing confidentiality of alcohol and drug abuse patient records and that the recipient of this information may re-disclose it only in connection with their official duties.
12. I consent to the release of health, mental health and chemical dependency information as permitted under state and federal law.
13. I agree to enter into and complete outpatient and/or residential substance abuse treatment and counseling, including any aftercare requirements, and to pay the treatment provider for costs not paid by government sources. I agree to attend further counseling as directed by the Mission Court. I further agree to report as scheduled for treatment and to participate in all activities of the treatment program.
14. I understand that the length of the program is determined by my progress and compliance with program guidelines, rules and conditions. I must successfully complete all three (3) phases of the program in order to complete and graduate from the program.
15. I will not leave the State of Ohio without prior written permission of my Community Control Officer.
16. I will not consume alcohol or use any illegal or non-prescribed controlled substances. I will not possess or purchase alcohol and agree to inform any individuals that I reside with that I am prohibited from having alcohol in my residence and will be subject to sanction for violation of this order. For the purpose of the Mission Court, the presence of alcohol in the residence constitutes possession regardless of the ownership of the alcohol in question.

17. I will not enter any bars or establishments whose primary source of income is derived from the sale of alcohol.
18. **I will submit to random, frequent, and observed drug and/or alcohol testing upon request and follow the protocol for drug testing as outlined in the Delaware Mission Court Handbook, which is incorporated here by reference.** Upon request I am required to immediately submit to the drug/alcohol test. Any refusal will be considered a positive result and I will be sanctioned immediately. Immediate notification to the court will occur should I test positive. Any and all test results will be immediately reported to the Judge. I will be subject to immediate graduated sanctions upon a positive test as outlined in the Delaware Mission Court Handbook.
19. I understand that testing may include instant urinalysis drug screens, SCRAM, portable breathalyzers, use of scientifically validated technology for ethyl alcohol, and/or other devices that are deemed reliable.
20. I understand that random test selection is monitored utilizing the I-Samson software program.
21. I understand that I am required to call the I-Samson automated phone line daily to determine if I am selected for testing.
22. I understand that when I test using the I-Samson system I will be tested for my primary substance of dependence, as well as for a sufficient range of commonly abused substances.
23. I understand that if I fail to submit to a drug/alcohol screen, submit the sample of another person, tamper with the urine specimen, if the urine is diluted, or if I fail to provide a sufficient quantity of urine, I will be sanctioned immediately as if the test provided was positive for illegal substances.
24. I understand that if I fail to submit to a breathalyzer test or if I fail to provide a sufficient breath sample, I will be sanctioned as if the test was positive for alcohol.
25. I will take all prescription medications as prescribed and report all medications prescribed by the next business day to the Community Control Office and provide documentation of all prescribed medications.
26. I will keep all appointments with my Community Control Officer and attend all court hearings as scheduled.
27. I will keep the Mission Court Community Control Officer and treatment team informed of my current address and telephone number at all times. I will notify my Community Control Officer and treatment provider prior to changing residences and telephone numbers.
28. I will not associate with anyone known to be actively involved in the sale or use of illegal drugs.

29. I will not associate with any persons who have a criminal background and/or persons who could influence me to engage in criminal activity without prior permission of my Community Control Officer.
30. I will notify my Community Control Officer of any individuals residing in my residence whom are currently being supervised by any Community Control agency.
31. I will not purchase, possess, own, use or have under my control any firearms, ammunition, dangerous ordinances or weapons, including chemical agents, electronic devices used to immobilize, pyrotechnics and/or explosive devices.
32. I agree to a search without warrant of my person, motor vehicle, or place of residence by my Community Control Officer.
33. I will work regularly at a lawful occupation to the best of my ability. When out of work, I will notify my Community Control Officer immediately of any employment changes.
34. I understand that I am subject to house arrest and curfew with or without electronic monitoring, which includes ankle bracelet radio frequency units, continuous alcohol monitoring units, and global positioning satellite [GPS] units as described.
35. I understand that if I am ordered to wear a continuous alcohol monitoring unit or electronic monitoring unit as a sanction that I am required to comply with the financial obligations attached to the wearing of the equipment and not consume any alcohol.
36. I understand that I will graduate from the program upon completing my treatment and case plan; satisfying all three phases of the Delaware Mission Court; satisfying all costs and fees owed to the court; paying any restitution; and preparing a Petition to Graduate. I further understand that attendance at the Delaware Mission Court graduation is mandatory.
37. I understand that should I violate the terms of the Delaware Mission Court, which include the treatment and case plans, a Hearing will be scheduled for termination from the program. Upon a finding by the Judge that I should be terminated from the Delaware Mission Court, a conviction may be entered, if applicable, or any jail sentence and fines may be immediately imposed.

DEFENDANT ACKNOWLEDGES THAT HE/SHE HAS READ AND UNDERSTANDS THIS AGREEMENT, FREELY AND VOLUNTARILY RELINQUISHES THE RIGHTS DISCUSSED HEREIN, AND AGREES TO ABIDE BY ALL THE RULES AND CONDITIONS OF THE DELAWARE MISSION COURT.

Defendant's Signature

Date

Witness

Date

cc: Defendant