

September 2020

Fairfax County Mental Health Docket Handbook

Participant’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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# Introduction

Welcome to the Fairfax County Mental Health Docket. This handbook provides general information about the Mental Health Docket program and outlines the expectations of all participants. It is the responsibility of the participants to follow all the requirements in this handbook and the direction of the Mental Health Docket Judge and team. Every participant should carefully review this document with an attorney to fully understand what is expected upon entry into the Mental Health Docket. If you have questions about this or any other part of the Docket program, please contact the Mental Health Docket Coordinator.

## Mission Statement

The mission of the Fairfax Mental Health Docket is to enhance public safety by providing cost-effective, research-based interventions through an integrated system of treatment and judicial supervision that results in reduced recidivism and positive participant outcomes.

## Overview of the Mental Health Docket

The Mental Health Docket serves criminal participants who are suffering from a mental illness and are currently involved in the criminal justice system of Fairfax County. In lieu of traditional punishment, the

Docket diverts participants with diagnosed mental illness away from the criminal justice system. As an alternative, participants are required to participate in treatment and judicial supervision. The Docket is divided into three phases and participants who successfully complete the program may have their current charges reduced or dismissed. The Docket is voluntary and a participant can decide not to be involved at any time. However, if s/he chooses to quit (or obtains a sanctioned dismissal) the traditional court process will resume.

While in the program, the participant is required to receive ongoing mental health treatment along with regular supervision from the court and Docket team. The Docket team holds defendants accountable and assists participants to achieve long-term stability, including becoming law-abiding citizens and successful family/community members. Participants must abide by all the conditions and rules of the Mental Health Docket. A private attorney or public defender will continue to represent the participant and his/her legal interests throughout participation in the Docket program.

## Eligibility Criteria

The following are the eligibility criteria for entry into the Fairfax County Mental Health Docket.

Candidates must be:

* Residents of Fairfax County, VA
* 18 years of age or older
* Charged in Fairfax County
* Diagnosed with a serious mental illness as defined by DSM-5
* Assessed at medium to high risk of recidivism as measured by a validated assessment instrument
* Assessed to show a likely connection between the defendant's mental illness and their criminal behavior.

## Mental Health Docket Team

* **Defendant**– The participant is an important part of the team and will play an active role in developing an individualized service plan.
* **Judge** – With team input, the Judge is responsible for reviewing all Docket participant cases, imposing sanctions, establishing the level of supervision within each phase and presiding over court sessions.
* **Commonwealth’s Attorney** - The Commonwealth’s Attorney is responsible for advising the Docket team of relevant information regarding the participant (e.g., new police contact, bond violation filings).
* **Public Defender/Private Attorney** – While the defendant is actively participating in the Mental Health Docket, the Office of the Public Defender shall be appointed to represent the defendant. The fee associated for the Public Defender is waived. The Public Defender acts as an advocate for the participant’s legal interests.
* **Coordinator** - The Coordinator acts as the central contact for any questions, manages the Docket program, and is responsible for tracking all program data.
* **Mental Health Case Managers and Treatment Providers** - The Mental Health Professionals provide mental health assessments and recommendations, follow up on participants to ensure treatment compliance, and provide mental health and substance abuse treatment services, including individual, group, and family counseling, inpatient and outpatient mental health services, inpatient and outpatient substance abuse services, and reports on progress regarding treatment.
* **Probation Officer -** The Probation Officer is responsible for completing assessments, providing supervision, and monitoring cases in accordance with court orders. The P.O. will conduct supervision by way of scheduled and/or unscheduled visits to participants’ residence, treatment provider, or workplace.

## Voluntary Participation

All participants, in consultation with their attorney, will sign a Participant Contract, detailing constitutional and statutory rights voluntarily waived during participation. Participation is voluntary and the participant may withdraw from the program at any time, though withdrawal will result in appearance before the court on the original charge.

# The Program

## Program Structure

The program is made up of three phases. Participants must progress and meet all milestones prior to phase advancement. The program length is a minimum of 12 months and participants must complete all three phases to graduate. The treatment plan is designed to meet the needs of each participant. Because of this, the frequency of meetings described for each phase may be adjusted. The treatment plan will describe requirements for each phase of the program.

**Phase I ‐ Orientation:** During this phase, the participant learns about the requirements of the Docket and the role of the treatment team. Participants work with their case manager to develop a treatment plan, participate in mental health and other services as outlined in the case plan, and attend monthly meetings with team members. In this phase, participants must:

* Attend Mental Health Docket biweekly
* Develop a case plan with treatment provider
* Participate in all mental health treatment as prescribed by treatment provider
* Adhere to prescribed medication protocols
* Meet weekly with Court Services staff
* Have random urinalysis screens as determined by the treatment/service plan and remain drug and alcohol free
* Schedule appointment with medical provider
* Actively search for employment, if unemployed and able to work
* If able to work, take steps toward obtaining employment by meeting with an employment specialist or actively seeking work. May seek structured daytime activity as a substitute if approved by treatment team.
* Maintain current employment, if employed
* If unable to work, actively search for and participate in volunteer or other structured prosocial activities
* Have no new criminal charges/convictions after being placed in the program

**Phase II - Stabilization:** During this phase, each participant interacts with members of the treatment team and complies with his or her individualized service plan. In this phase, participants must:

* Attend Mental Health Docket biweekly or less depending upon individual circumstances
* Meet as directed with mental health clinician
* Participate in all mental health treatment as prescribed by treatment provider
* Adhere to prescribed medication protocols
* Meet biweekly with Court Services staff
* Have random urinalysis screens as determined by the treatment/service plan and remain drug and alcohol free
* Have a medical assessment such as but not limited to a physical
* Demonstrate stability with regards to housing and financial management
* Maintain employment, if able to work
* If unable to work, actively search for and participate in volunteer or other structured prosocial activities
* Demonstrate consistent ability to pay court costs or adhere to any payment plan
* Attend support groups as specified in the service plan
* Pay other court-ordered obligations

**Phase III - Maintenance and Community Reintegration:** During this phase, the participant demonstrates continued stability and progress toward achieving treatment goals. In this phase, participants must:

* Attend Mental Health Docket once per month depending upon individual circumstances
* Meet as directed with mental health clinician
* Participate in all mental health treatment as prescribed by treatment provider
* Adhere to prescribed medication protocols
* Meet monthly with Court Services staff
* Have random urinalysis screens as determined by the treatment/service plan and remain drug and alcohol free
* Demonstrate stability with regards to housing and financial management
* Maintain employment, if able to work
* If unable to work, actively search for and participate in volunteer or other structured prosocial activities
* Attend support groups as specified in the service plan
* Develop a Wellness Recovery Action Plan (WRAP)
* Have no new criminalor traffic charges or convictions after being placed in the program

Note: New criminal charges may result in a sanction but will not necessarily prohibit phase advancement or graduation.

The length of the Mental Health Docket program is from 12 to 24 months. It is possible for participants to be involved in the program for longer than 24 months if the treatment team believes this is necessary. The length of the program differs for each participant and is directly related to treatment goals, individual progress, and compliance with Mental Health Docket rules and recommendations.

## Attendance

Attendance is mandatory throughout the Mental Health Docket program. If a participant is ill, s/he must personally speak with the treatment team prior to the appointment and be excused from program activities. If a participant’s illness persists for two or more days, s/he must have a doctor’s excuse verifying the illness. The Mental Health Docket team may at any time request medication information and verification.

In the case of an emergency, participants must call the treatment team immediately if the emergency will affect attendance at any scheduled program activities.

In the event of inclement weather, participants should visit the Fairfax County website at www.fairfaxcounty.gov for program announcements. Participants may also call the treatment team for direction. If Fairfax County General District Court is closed and the participant is scheduled for a court appearance, s/he is not required to appear.

## Court Appearance

Fairfax County Mental Health Docket sessions are conducted on the 1st, 3rd, and 5th Fridays of the month at 2:00pm at the Fairfax County Courthouse, Courtroom 2H. unless otherwise noted. If a participant is late to court, s/he is subject to an immediate sanction by the court. All scheduled court appearances are required and participants are asked to dress in appropriate attire and maintain appropriate conduct.

Each participant will be called forward to the podium to speak in front of the Judge individually. Participants are asked to speak in an audible voice when addressing the court. Family members, sponsors, and other supportive persons are encouraged to attend the court sessions. All participants are expected to remain for the whole Mental Health Docket unless notified by the Judge.

## Fees and Court Costs

Treatment fees will be assessed based on individual income. All participant s must complete a financial assessment upon entering the program and prior to entering treatment services. Participants are required to have a payment plan and be making payments on any restitution and/or court cost associated with his/her criminal case in order to graduate from the Mental Health Docket. Participants are not prohibited acceptance, phase advancements or graduation due to inability to pay for fines, restitution or treatment. CSB and the Court have policies in place regarding fee waivers and payment plans.

## Incentives and Sanctions

Throughout the program, incentives and sanctions are given for certain behaviors. As participants progress through the program phases and begin to make positive choices, they receive incentives from the Docket team. Incentives may be received for a variety of behaviors and achievements such as Docket attendance, treatment attendance, progress in treatment, clean drug screens, medication compliance, gaining employment, or sustaining employment. The following are examples of incentives the Court may award:

* Recognition from the court and the Mental Health Docket team
* Certificates of recognition
* Gift certificates and medallions
* Reduction of visits
* Decrease in court appearance

Just as positive behaviors are rewarded, negative behaviors will also be addressed. Poor attendance, lack of participation in treatment or tasks identified in the treatment plan, and positive drug screens are some of the reasons sanctions will be given. Sanctions can consist of but will not be limited to the following:

* Reprimand from the court
* Writing assignment/essays
* Completing a daily log
* Curfew restrictions
* Increased supervision from a Mental Health Docket team
* Increased court appearances
* Home electronic monitoring
* Having to sit in the jury box
* Incarceration
* Termination from Mental Health Docket

## Graduation

In order to graduate from the Mental Health Docket, participants must:

* Successfully complete all treatment phases
* Complete an aftercare plan approved by the Mental Health Docket team
* Have a payment plan in place for all fines and restitutions
* Obtain approval from the Mental Health Docket team to graduate

Upon successful completion of the Mental Health Docket program, participants may expect any one or more of a range of dispositions or outcomes in their cases, including but not limited to dismissal or reduction of the charges or having the case otherwise resolved.

## Termination

The Mental Health Docket team is committed to working with participants to ensure that they successfully complete the program requirements. However, the Docket Judge can expel participants for any reason deemed sufficient by that Judge. ***Reasons for termination can include continued failure to follow program rules and expectations, lack of treatment compliance and/or picking up new offenses while participating in the program.***

Any participant being expelled from the program will have a termination hearing, which will be scheduled on the next available Mental Health Docket. At this hearing, the participant and counsel for the participant will have the opportunity to be heard concerning the proposed termination.

## Participant Expectations

Mental Health Docket participants are expected to comply with the following requirements:

1. The participant will appear in court on all scheduled dates, on time, and dressed appropriately.
2. The participant must attend all meetings and appointments.
3. The participant must tell the truth.
4. The participant will follow the treatment plan as developed with his/her treatment provider.
5. The participant will tell the Mental Health Docket team or the Court before s/he changes address, changes or disconnects his/her telephone number, or changes his/her employment.
6. The participant may be tested for the presence of drugs on a random basis according to procedures established by the Mental Health Docket team. The participant will be given a location and time to report for a drug screen. It is the responsibility of the participant to report to the assigned location at the time given for the test. If the participant misses a screen, refuses a screen, fails to produce urine, produces a diluted or tampered screen, or supplies a sample that is not of sufficient quantity it will be considered a positive test and the participant will be sanctioned accordingly. Any evidence limited solely to personal drug use or simple drug possession found can only be used as a basis for a sanction in the Mental Health Docket and cannot lead to additional prosecution outside of the Mental Health Docket.
7. The participant must be employed, in school, in a training program or performing voluntary community service as required by the Mental Health Docket Judge.
8. The participant will attend community support meetings as directed.
9. The participant will not possess, use, distribute, sell, or have under his/her control any drug or drug paraphernalia, except as authorized by a lawful prescription with prior advanced notice from the Mental Health Docket.
10. The participant will not possess or consume alcohol.
11. The participant will not knowingly associate with persons using, possessing, or distributing a controlled substance except in the context of treatment.
12. The participant will not live with a convicted felon, unless approved by the Mental Health Docket team.
13. The participant will not violate any law and understands that if s/he engages in any criminal act, s/he may be prosecuted for any charges and the new charge may be the basis of his/her exclusion or expulsion from the Mental Health Docket program.
14. The participant must pay all court fees in full prior to graduating from the program.
15. The participant will agree to sign any and all releases of information necessary to monitor his/her progress in the Mental Health Docket program.

# Participant Contract

Participant:

Case No.:

Date:

Charge(s):   
  
Outcome of charges:

I voluntarily agree to enter the Fairfax County Mental Health Docket. I understand and agree that I have certain obligations and responsibilities and will have to follow orders from the Judge, Treatment Team and others involved in the Mental Health Docket Program. I acknowledge that I have consulted with my attorney regarding the legal ramifications of entering into the Mental Health Docket (the "Docket") and that I have reviewed this document with my attorney.

I have carefully read this contract and agree to its terms.

I understand this contract has the following terms and conditions:

1. That the length of the contract is a minimum of 12 months and I agree that I will remain in the program until I successfully complete the terms that are imposed by the Docket or I am terminated from the Docket;

2. That if I successfully complete the Docket, a signed agreement has been agreed to between my attorney, the commonwealth, and myself regarding the disposition of the case.

3. That if I am unsuccessfully discharged from the docket or voluntarily leave the program I will be returned to the regular docket for trial and disposition. I waive any and all conflicts assertions against the Fairfax Commonwealth’s Attorney Office regarding the prosecution of my case.

4. That I waive the right to a due process hearing, confrontation and cross-examination of witnesses, use of subpoenas, speedy trial and appeal with respect to this case and a determination by the Docket of a program or contract violation;

5. That any and all determinations of a Docket or Contract violation will be made by the Docket Judge, in conjunction with information and input from the treatment team and/or others with knowledge of the violations(s);

6. That I will report as directed by the Judge. I will keep appointments for:

a. Court

b. Treatment

c. Case Management

d. Probation

e. Support Groups

f. All other appointments ordered by the Court

7. That I understand that I will appear before the Docket Judge on a regular basis with counsel to report on progress in the program and that I am subject to sanctions for failure to comply with the rules of the program.

8. I will take my medication as prescribed to me by my treatment providers. I will make the Treatment Team aware of all medications that I am prescribed or over-the-counter medications that I am taking.

9. I will allow and cooperate with home visits from my probation officer, case manager and any other designated Docket team member or designated representative.

10. I will obey all city, state and federal laws. If I take part in any criminal act, I may be terminated from the Docket. I will tell the Docket team immediately if I have contact with any law enforcement officer. I understand that I must follow all rules of Fairfax County Probation.

11. I will not use or possess any illegal drugs. I will submit to drug testing when instructed. I understand that if I fail to submit to a drug screen, 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 as if the test provided was positive for illegal substances.

12. I will talk to the Docket team before I make changes in address, phone number or employment.

13. I will comply with all financial obligations, including restitution, fines, Court costs, probation service fees and child support as directed by my probation officer and/or the Docket Judge.

14. I will follow any rehabilitation, educational, vocational, medical, psychiatric, or substance abuse treatment program assigned by the Docket Judge.

15. I will sign all releases of information needed by the Docket, treatment providers, and/or other resource providers. I understand there is a purpose and need for the disclosure of information to inform the Docket 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 programs, my prognosis, and results of my drug and alcohol screens.

16. I will cooperate and comply with my supervision plan and any subsequent or amended supervision plans. The Docket Judge will impose requirements on me at time of sentencing or as sanctions for program violations. I understand that by entering into the Docket I am waiving certain constitutionally-guaranteed rights to which I might otherwise be entitled. Those rights include, but are not limited to:

a. Waiver of any objection to the Docket Judge receiving communication regarding participant's treatment, progress and rules violations;

b. Waiver of the right to contest the results of drug and alcohol testing results at review hearings;

c. Waiver of the right to remain silent and not to incriminate myself at the review hearings regarding violations of the rules of the Docket; and

d. Waiver of the right to freely associate with other persons who, in the sole discretion of the Docket, interfere with or impede my recovery.

17. I understand that immediate action may be taken if I:

a. Don't keep an appointment ordered by the Docket Judge (unexcused absences);

b. Don't comply with instructions from treatment providers or Docket team members;

c. Test positive for any non-prescribed drugs;

d. Violate Court orders or break the law.

18. I shall be subject to sanctions which may be imposed by the Docket Judge in furtherance of treatment. Sanctions shall be imposed by the Docket Judge as a result of non-compliance or a violation of a Docket rule. I am aware that the Docket Judge and the treatment team will be alerted to all such infractions. Sanctions may range in severity depending on the seriousness of the participant's non-compliance or rule violation. Sanctions may include, but are not limited to:

a. More frequent appearances before the Docket Judge;

b. More frequent appearances before the probation department;

c. Increased testing of breath, blood or urine for drugs or alcohol;

d. Increased group and/or meeting attendance;

e. Verbal admonishment from the Judge;

f. Written reports;

g. Community service work;

h. One or multiple days seated in the Courtroom;

i. Electronic monitoring;

j. Jail time;

k. Termination from the Docket; and/or

1. Formal probation violation.

19. I will cooperate with all treatment and services outlined in my Docket treatment plan and any subsequent or amended treatment plans.

20. 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 phases of the program in order to complete and graduate from the program.

21. When I am in the Courtroom I will dress and act appropriately. I will be on time for Court. I will be supervised by the Docket team UNTIL FURTHER ORDERED BY THIS COURT.

22. I understand the behavioral health docket is required to enter participant and program information into the Drug Court Database as prescribed by the Office of the Executive Secretary. This database is secure and only authorized users have access to the information it contains. The database also maintains all federal confidentiality regulations, so all personal information will be kept private. This information can be used in the future by the Supreme Court of VA to track and develop statistics about how well drug treatment courts work. These summary statistics may be released to the public but will never include any information that identifies individual participants in a behavioral health docket program. My signature indicates that I give permission to allow my information to be used for the purposes stated above.

23. I have received and read the Participant Handbook. I fully understand the requirements of participation in the Docket and have had an opportunity to ask questions of my attorney.

24. I agree to the special conditions as follows:

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THIS AGREEMENT, THAT I FREELY AND VOLUNTARILY RELINQUISH THE RIGHTS DISCUSSED HEREIN, AND THAT I AGREE TO ABIDE BY ALL THE RULES AND CONDITIONS OF THE MENTAL HEALTH DOCKET PROGRAM.

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Participant Signature Participant Printed Name

I hereby certify that the above-named Participant was provided ample time to read and/or understand this Contract, and that I was present and advising the Participant concerning the waivers contained herein, the terms and conditions of participation in the Mental Health Docket and the consequences of the Contract’s execution.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Attorney Signature Attorney Printed Name

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Commonwealth Attorney Signature Commonwealth Attorney Printed Name

This Court finds that the defendant’s decision to execute this Contract and waive the rights to identified herein was made voluntarily and intelligently with an understanding of the nature and consequences of such execution and waiver and does hereby accept such Participant into the Fairfax County Mental Health Docket.

Entered this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 201\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Judge Tina Snee, Fairfax County Mental Health Docket

Fairfax County General District Court