

Cause Number: _____

The State of Texas

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In the Court

v.

of Montgomery County Texas

Court # _____

**MOTION AND AGREEMENT FOR ENTRY INTO
THE MONTGOMERY COUNTY VETERANS TREATMENT COURT PROGRAM**

COMES NOW _____, (“Defendant”)

the defendant in the above styled and numbered cause and the State of Texas, and requests the Court to allow the above named defendant to participate in the Montgomery County Veteran’s Treatment Court (“VTC”). As grounds for said request the defendant would show the court as follows:

I have been advised of my constitutional right against self-incrimination, and do hereby admit I am the Defendant in the above referenced case. I understand that I knowingly and voluntarily entered into a plea bargain or pre-trial diversion agreement for this criminal charge.

If this motion is approved by the Court I agree to give up my right to a speedy trial. I give up my right to remain silent. I give up my right to contest a stop or search in this case.

I am voluntarily requesting entry into the VTC. I understand that the VTC is not a County Court at Law or Judicial District Court; however, I further understand that the Veterans Treatment Court Presiding Judge (“VTCPJ”) is capable of making administrative decisions related to my case. I recognize that the VTCPJ is able to assign administrative penalties at the discretion of the presiding official. I additionally understand and consent to the VTCPJ making administrative decisions that will affect my welfare and my case within the VTC as the presiding official of the VTC. I am aware that I may be removed from VTC at any time and, if removed, the Montgomery County District Attorney’s office may file a motion to adjudicate on my cases involving deferred adjudication, may file a motion to revoke on my cases involving community supervision, and/or may proceed forward to trial on my cases involving a pre-trial diversion agreement. I understand that when I am removed from the VTC program that my case reverts back to the standard criminal court docket of the originating criminal court that handled the case prior to my admission to VTC. I understand and agree to the program criteria and policies outlined in the VTC Program Manual found on the Montgomery County Official Webpage (www.mctx.org – link at Veterans Services Department Page).

I understand that prescriptions written for marijuana are not considered a lawful prescription. I will provide proof of any medication legally prescribed to me prior to submitting a specimen.

I agree to complete the treatment program to the satisfaction of the VTC. I understand that the VTC may in its discretion extend the treatment program for additional time to allow me to successfully complete my program requirements.

I will not work with any police agency on drug cases or on any cases where I may come into contact with illegal drugs. I will sign all authorizations for the release of information requested by VTC or MCCSCD or the VA. I understand I may terminate this program at any time by petitioning the court for termination. I understand if I voluntarily terminate my participation in VTC, the Montgomery County District Attorney's office may file a motion to adjudicate on my cases involving deferred adjudication, may file a motion to revoke on my cases involving community supervision, and/or may proceed forward to trial on my cases involving a pre-trial diversion agreement. I understand that when I am voluntarily terminate my participation in the VTC program that my case reverts back to the standard criminal court docket of the originating criminal court that handled the case prior to my admission to VTC.

I will attend and participate in any and all programs directed by the VTCPJ, his designee, or the Montgomery County Community Supervision and Corrections Department ("MCCSCD"), which may include, but are not limited to: participation in Alcoholics Anonymous/Narcotics Anonymous meetings, substance abuse treatment, post-traumatic stress disorder treatment, traumatic brain injury treatment, mental health treatment, treatment provided through the United States Department of Veterans Affairs, and/or in-house treatment provided by a private entity.

I agree that as an intermediate sanction for not fulfilling terms and conditions of this agreement, the VTCPJ may order jail time.

I understand that I will have to seek and receive permission from MCCSCD for any out-of-state travel.

I will report to MCCSCD as directed and attend VTC docket at every session thereafter unless otherwise directed by MCCSCD or by the VTCPJ until I am discharged from the VTC program.

I agree that I will not violate the laws of this state, any other state, the United States, or any political subdivision of these jurisdictions while a participant in VTC. I agree that should any such violation occur my participation in VTC may immediately be terminated by VTCPJ.

I will appear in my originating court as directed by that court or by MCCSCD. I will appear in the Montgomery County Veterans Court as directed by the VTCPJ or by MCCSCD. If I do not appear in court as directed I understand a warrant will be issued for my arrest.

After evaluation by the VA I can represent to this Court that I meet the eligibility requirements set forth in Texas Government Code Sec. 124.002.

I agree that I will:

1. Commit no offense against the laws of this State, any other state, or the United States.
2. Avoid injurious habits, along with persons and places of disreputable or harmful character, as determined by the MCCSCD.
3. Permit the Montgomery County Community Supervision officer to visit me at my home or elsewhere and permit any peace officer to stop me or visit me to determine whether or not I am in violation of any part of this contract including law violations.
4. Remain within the limits of the State of Texas, unless given permission to leave by the MCCSCD.
5. Report any changes in employment or home address to the MCCSCD in writing within five (5) days of each such change. The Defendant understands that any move involving a new home address that is not in Montgomery County or a contiguous county may result in removal from the VTC.
6. Pay program fees as directed by the VTC or by MCCSCD to cover the cost of participation in the VTC pre-trial intervention program. The total of these fees will not exceed \$1000.00 and may be reduced or waived by the VTCPJ depending on the result of a financial study. A financial study will only occur if requested and the results of that study will be considered by the VTC and MCCSCD in determining if fees are to be lowered or waived. A financial study will not necessarily result in any changes to fees. The following fees are required unless further action is taken by the VTC:
 - a. A supervisory fee of sixty dollars (\$60.00) to the MCCSCD monthly during the term of community supervision.
 - b. Urinalysis (UA) tests.
7. Abstain from the use or possession of alcoholic beverages and/or prohibited controlled substance;
8. Stay out of places where the primary business is the sale and consumption of alcohol on the premises unless specifically authorized to do so by the MCCSCD or VTCPJ;
9. Defendant will submit to a drug screening for the purpose of determining whether or not he/she is using or is under the influence of alcohol, narcotic drugs, marijuana, or any other impairing substance and shall pay for the required tests. Detection of any controlled substance or alcohol shall be a violation of VTC. Refusal to comply or false/tampered samples will be counted as failures. Breath test or blood test refusals are not allowed.
10. Submit to alcohol and drug evaluations required by the MCCSCD. If indicated by the test results, the Defendant will submit to counseling as recommended by MCCSCD and provide proof of successful completion.
11. Submit to mental, drug, alcohol, and other evaluations by the United States Department of Veterans Affairs (VA). If indicated by the test results, the Defendant will submit to

counseling and other treatment as recommended by the VA and provide proof of successful completion.

12. Attend all scheduled counseling sessions and, in the event a counseling session cannot be attended, to notify the appropriate VA representative in a timely manner.
13. Complete community service hours as ordered by the court through the Defendant's judgment(s), if any.
14. Pay all fines, supervision fees, lab fees, appointed attorney fees and restitution as ordered by the criminal judgment(s), if any.
15. I understand that the VTCPJ may impose sanctions for not fulfilling the terms of this agreement. These sanctions may include inpatient treatment through a treatment facility. Violations of these conditions can result in discharge from the VTC program and also constitute a violation of bond which subjects the Defendant to being arrested on these charges, and I agree to the admissibility of these violations at any future trial or criminal hearing involving the above cause number(s).
16. Report any violation of this agreement immediately to MCCSCD.

Defendant

The undersigned attorney for the defendant also agrees to allow his client to communicate with the VTC program defense counsel.

Attorney for Defendant: _____

Printed Name: _____

Telephone: _____

Address: _____

Agreed to, and approved by the Montgomery County District Attorney's Office. Furthermore after review of the charges pending in this case and the evaluation made by the VA to determine defendant's eligibility for VTC, the State of Texas stipulates that defendant meets the eligibility requirements set forth in Texas Government Code Sec. 124.002.

Assistant District Attorney
Montgomery County, Texas