

COURT-ORDERED CONDITIONAL RELEASE PLAN FOR (Name of Acquittee)

The signatures at the end of this conditional release plan indicate that I understand that I have been found not guilty by reason of insanity for ____, pursuant to Virginia Code Section 19.2-182.2, and I am under the continuing jurisdiction of the _____ Court as a result of that finding. Pursuant to Virginia Code Section 19.2-182.7, the ____ Community Services Board will be responsible for the implementation and monitoring of my conditional release plan. The undersigned parties and I have reviewed this conditional release plan and agree to follow the terms and conditions.

A. GENERAL CONDITIONS

- 1) I agree to abide by all municipal, county, state, and federal laws.
- 2) I agree not to leave the Commonwealth of Virginia without first obtaining the written permission of the judge maintaining jurisdiction over my case and the ____ Community Services Board (CSB). I further understand that, pursuant to § 19.2-182.15 *Code of Virginia*, I may be charged with a class 6 Felony if I leave the Commonwealth of Virginia without the permission of the Court.
- 3) I agree not to use alcoholic beverages.
- 4) I agree not to use or possess any illegal drugs or prescribed medications unless prescribed by a licensed physician for me.
- 5) I understand that I am under the legal control of the judge maintaining jurisdiction over me and the under the supervision of the CSB (and/or CSB designee) implementing my conditional release plan. I agree to follow their directives and treatment plans and to make myself available for supervision at all reasonable times.
- 6) I agree to follow the conditions of my release and conduct myself in a manner that will maintain my mental health.
- 7) I understand that, even if it is not my fault or the result of any specific violation of conditions, I may be returned to a state hospital if my mental health deteriorates. I further understand that, if I am hospitalized in the custody of the Commissioner while on conditional release, my conditional release is considered revoked unless I am voluntarily admitted.
- 8) I agree to pay for all treatment services on a fee schedule set by the CSB and/or other community providers.
- 9) I agree that I will not own, possess, or have access to firearms and/or other illegal weapons of any kind. I further agree not to associate with persons or places that own, possess, or have access to firearms and/or other illegal weapons of any kind.
- 10) Prior to and after discharge on conditional release, I agree to release all information and records concerning my mental health and my compliance with the conditions of release to the supervising CSB, other community providers, attorney, and other participating parties.

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- 11) I agree to participate in 30-40 hours per week of structured activities while I am on conditional release. These weekly activities (and any changes) must be approved in advance by the CSB.

B. SPECIAL CONDITIONS

- 1) I agree to reside where authorized by the supervising CSB. Initially, I agree to reside at the following:

(Name of family member, name of placement, type of residential placement, or self)___

Address ___

Phone ___

If, at any point during the conditional release, I choose not to live at the above location or am asked to move out, then the supervising CSB will evaluate the situation and recommend an alternative living placement. The supervising CSB will coordinate any changes in my residence. If I choose not to reside at the CSB recommended placement, I shall be considered to be in noncompliance with the conditions of release. Any change in residence requires notification to the court by the supervising CSB. I agree to be financially responsible for the cost of my living arrangements/residential placement(s).

- 2) I will receive approximately \$___ per month in ___ benefit funds or earn a salary upon discharge from the hospital. I agree to apply for entitlements and health insurance for which I may be eligible in the community.
- 3) I agree that I will participate in structured daytime activities for the duration of my conditional release, i.e., employment, volunteer work, school, club house, AA, NA, other special groups, etc.

My initial plan is the following:

Type of daytime activity/ies: ___

Frequency of daytime activity/ies: ___

- 4) Staff at the supervising CSB (or CSB designee) will provide case management for me. I agree to meet with my case manager for the purpose of monitoring compliance with the conditions of release. The name and phone number of my case manager is:

Name and phone number of case manager:_____

Duration of case management contacts: _____

Frequency of case management office visit contacts: ___

Frequency of case management home visits contacts: _____

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5) I agree to work with the CSB staff responsible for conducting ongoing assessments of my mental status and associated risk factors. I understand that this may be conducted as part of case management visits, individual therapy appointments or a separate meeting as directed by the CSB. The CSB will provide qualified staff persons for the purpose of conducting mental status and risk factor assessments. The responsible person is ___ and the frequency of my mental status assessment and risk assessment will be ___.

6) When applicable, I agree to participate in individual therapy or supportive counseling with treatment staff of the supervising CSB (or CSB designee). The initial schedule for my individual therapy is:

Duration of Therapy: ___

Frequency of Individual Sessions: ___

Location of Therapy Sessions: ___

7) I agree to take psychotropic medication as recommended by my treating psychiatrist. I agree to meet with my treating psychiatrist (or psychiatrist's designee) at the supervising CSB (or CSB designee) for the purposes of monitoring my psychotropic medications and to have my prescriptions renewed and refilled. I will participate in psychiatric treatment for the duration of conditional release.

Psychotropic medications: ___

Location of meetings with psychiatrist: ___

Frequency of meetings with psychiatrist: ___

8) I agree to submit to periodic blood or urine analysis as directed by treatment staff of the supervising CSB for the purposes of monitoring psychotropic medication compliance and tolerance.

9) I agree to receive recommended medical treatment for the duration of my conditional release. My current medical conditions and providers are listed below:

My current medical condition(s) is: ___

Name and office location of medical provider(s): ___

10) I agree to participate in the following substance abuse service(s):

Type of substance abuse service(s): ___

Provider and location of substance abuse service(s): ___

Frequency of substance abuse service(s): ___

Duration of substance abuse service(s): ___

11) I agree to submit to random and/or periodic breathalyzer, blood or urine analysis as directed by treatment staff of the supervising CSB for purposes of monitoring alcohol consumption, illicit drug use and/or other prohibited substances. Drug/alcohol screens will be given for the duration of

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conditional release. When indicated, I agree to a full drug panel screening. I further agree to pay any lab fees associated with this screening. Detection of any illicit substances, detection of alcohol use, or refusal to participate in these screenings shall constitute noncompliance with the conditional release plan. The screening schedule is as follows:

Frequency of SA screening: ____

Duration of SA screening: ____

- 12) If applicable, I agree to be assessed by a vocational rehabilitation counselor and to follow the recommendations made from this assessment. The vocational assessment may be provided by treatment staff of the supervising CSB or can be conducted by another agency designated by the CSB.
- 13) I agree that, if cannot attend a meeting or session as required by this conditional release plan, I will provide advance notice by calling the person. If I am unable to contact that person, I must contact one of the following individuals:

Alternative contact #1: ____

Phone #: ____

Alternative contact #2: ____

Phone #: ____

- 14) I am responsible for arranging transportation between home and activities required under this conditional release plan. I may arrange for rides through family or friends. Lack of transportation may not be accepted as an excuse for missing activities specified by this conditional release plan.
- 15) I agree to additional special conditions that may be deemed necessary by the supervising CSB in the future.

NOTE TO CSB: Other special conditions should be added here as appropriate to the individual acquittee and their special management needs in the community. Delete this note when you have completed the plan.

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** I have read or have read to me and understand and accept the conditions under which the Court will release me from the hospital. I fully understand that failure to conform to the conditions may result in one or more of the following:

- Notification to the court of jurisdiction;
- Notification of the proper legal authorities;
- Modification of the conditional release plan pursuant to § 19.2-182.11;
- Revocation of conditional release and hospitalization pursuant to § 19.2-182.8;
- Emergency custody and hospitalization pursuant to § 19.2-182.9;
- Charged with contempt of court pursuant to § 19.2-182.7; or
- Arrest and prosecution

** I understand that my conditional release plan is part of a court document and could potentially be accessed by the public.

Signature of Acquittee

Date

Signature of Witness for Acquittee's signature

Date

Signature of NGRI Coordinator or designee for CSB

Date

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C. COMMUNITY SERVICES BOARD

1. The ___CSB will coordinate the conditional release plan. As of the beginning of the conditional release plan, the designated case manager is:

Name: ___
Title: ___
Community Services Board: ___
Address: ___
City, State, Zip: ___
Phone: ___ FAX: ___

2. The CSB shall provide the court written reports no less frequently than once every six months, to begin six months from the date of the conditional release, in accordance with § 19.2-182.7. These reports shall address the acquittee's progress, compliance with conditions of release, and adjustment in the community. Additionally, a copy of all 6-month reports shall be sent to

**Office of Forensic Services
DBHDS
P.O. Box 1797
Richmond, VA 23218**

**PHONE: (804) 786-8044
FAX: (804) 786-9621**

3. The CSB shall provide Forensic Services Section of DBHDS with monthly written reports for the first twelve consecutive months on conditional release. The monthly reports will address the acquittee's progress, compliance with conditions of release, and adjustment in the community. These reports are due to the Forensic Services Section at the above address no later than the 10th day of the month following the month to be reported.
4. Pursuant to § 19.2-182.11, the CSB understands that the court of jurisdiction must approve any proposed changes or deviations from this conditional release plan.
5. The CSB shall immediately provide copies of all court orders and notices related to the disposition of the acquittee to DBHDS, Forensic Services Section, at the above address.

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D. SIGNATURES

This conditional release plan has been developed jointly and approved by the following community services board and hospital staff:

Signature

Date

Name
Title
Community Services Board

Signature

Date

Name
Title
Community Services Board

Signature

Date

Name
Title
Facility

Signature

Date

Name
Title
Facility

Signature

Date

Name
Title
Facility

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**E. Community Services Board
Recommendations and Comments**

This is an opportunity for the supervising Community Services Board staff to provide recommendations and comments to the Forensic Review Panel. Please indicate the CSB's support for or against conditional release and an explanation for the CSB's position:

—

Signature/Print Name

Title/CSB

Date

_____	_____	_____
_____	_____	_____
_____	_____	_____