

IN THE CIRCUIT COURT OF THE NINTH
JUDICIAL CIRCUIT IN AND FOR OSCEOLA
COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

Division: **FELONY DRUG COURT**

VS.

Case No.: _____

Defendant

DRUG COURT PARTICIPATION AGREEMENT

THIS AGREEMENT is entered into this day, by and between Defendant, _____,
_____, Defendant's attorney, and, if this is a diversion case, ARAMIS D. AYALA,
State Attorney for the Ninth Judicial Circuit, by and through her undersigned Assistant, or, if this is a violation of
probation or post plea case, the court. The parties hereto acknowledge and agree as follows:

1. Defendant is currently charged with _____
_____ in violation of the Florida
Statutes.
2. Defendant meets the criteria and is qualified for admission to the _____
track of the Drug Court Program (hereinafter "Program").
3. Defendant states that s/he resides in Osceola County unless given prior approval to live in a neighboring
county by the Court.
4. It is in Defendant's best interest to enter into this Agreement. Defendant understands that if s/he violates the
Agreement's terms that s/he could be rearrested, returned to his/her previous status, required to post a bond,
be released on his/her own recognizance, be held in jail until his/her next court date, or discharged from the
Program at the Judge's sole discretion.
5. Defendant has a substance abuse problem and is choosing to participate in the Program. The Defendant
understands that if accepted, this Agreement will apply to the Defendant for the duration of his/her time in
the Program.
6. Defendant freely and voluntarily waives the right to speedy trial provided by law.
7. Defendant shall participate in the Program for a minimum period of seven (7) months, maximum period of
three (3) years.
8. Defendant agrees to complete the diagnostic treatment evaluation and agrees to complete an individualized

treatment plan.

9. Based on the results of the Defendant's evaluation, the Defendant will be required to complete the Basic (minimum of 20 group treatment sessions), Moderate (minimum of 35 group treatment sessions) or Intensive (minimum of 50 group treatment sessions) treatment track of the Program. Each track also includes a minimum of 1 individual treatment session per month, 2 approved self-helps per week, random drug testing and at least 120 days of unadulterated drug tests before graduation.
10. All Defendants will be supervised by a Drug Court Case Manager and the Florida Department of Probation & Parole.
11. Defendant agrees to sign any and all releases required in order to allow his/her medical information to be released to Program personnel, the Court, and any other persons necessary for successful completion of this Program. The medical information is for Program use only.
12. Defendant will not change residence, employment or leave the area including Osceola and Orange Counties without first obtaining his/her case manager or probation officer's consent.
13. Defendant shall appear in open court, when and as ordered by the Court and upon proper notification at Defendant's last known address. Failure to appear in court shall constitute a violation of the terms of this Agreement. Defendant acknowledges that he/she may then be terminated from the Program and the original prosecution reinstated if the Defendant fails to appear for a court date.
14. Defendant and Defendant's attorney affirm that Defendant is not currently on parole or probation for any other offense except those eligible offenses listed in the Administrative Order governing this Program.
15. Defendant will not violate any laws. Defendant and Defendant's attorney acknowledge that if the Defendant is in the probation or post plea track of the Program that a new arrest may result in discharge from the Program at the sole discretion of the judge. If the Defendant is a diversion track client, the new arrest may result in discharge or a change of track in the Program.
16. Defendant will not use or possess any alcohol, synthetic substances or illegal substances. Synthetic substances include, but are not limited to Synthetic Marijuana with brand names such as K2, Spice, Blaze, Rex X Dawn, or Synthetic Amphetamines referred to as "Bath Salts". Furthermore, Drug Court participants cannot use substances that contain HU-210, HU-211, JWH-018, JWH- 200, JWH-073, CP-47, or CP-497, MDPV 3 or 4, or any other synthetic compounds that have been identified as being chemically similar to THC, cocaine, amphetamines, or LSD.
17. Defendant shall not consume poppy seeds or any foods containing poppy seeds. The Defendant is responsible for ensuring that he/she does not consume poppy seeds. Consumption of poppy seeds will not excuse a

positive drug test or result in sanctions not being imposed.

18. Defendant will not use or possess controlled substances (including over the counter medications) without a proper prescription. If the Defendant has a prescription, all new and refilled prescriptions must be provided to the Defendant's case manager in advance of the Defendant taking the prescribed medication when possible.
19. Defendant will not own, have in his/her possession, or attempt to purchase a firearm or weapon while participating in this Program.
20. Defendant will not enter any establishment which derives its primary source of income from the sale of alcoholic beverages such as bars, liquor stores, pool halls and nightclubs, unless it is for approved employment or other necessary purposes and permission has been granted in advance by the Defendant's case manager. Defendant will associate only with law-abiding persons.
21. Defendant shall submit to physical and/or psychological examinations if ordered by his/her case manager/treatment provider/probation officer and obtain/maintain counseling or treatment if such is deemed necessary by the case manager /treatment provider/probation officer. Defendant will pay these treatment costs.
22. Defendant will pay for drug testing and treatment costs.
23. Defendant agrees to attend self-help meetings such as Narcotics Anonymous or Alcoholics Anonymous as required by his/her treatment plan.
24. Defendant agrees to contact his/her case manager/treatment provider/probation officer in advance if possible if Defendant is going to be late or miss a scheduled session.
25. Defendant shall attend school or work regularly at a lawful occupation and shall participate in such other programs for evaluation or treatment as are established for him/her by his/her case manager, probation officer, and treatment provider. Defendant shall pay the cost of said programs and/or evaluations.
26. Defendant shall immediately inform his/her case manager or probation officer of any change relating to employment, education, or treatment activities.
27. Defendant shall truthfully answer all inquiries and shall follow all instruction from his/her case manager, probation officer and treatment provider, and hereby grants permission for the case manager/probation officer to visit Defendant's home, place of employment, school, or other location for the purpose of providing adequate supervision. The case manager/probation officer may contact Defendant's employer to verify employment, however, the officer/case manager shall not notify the Defendant's employer of Defendant's participation in the Program and or supervision status.

28. Defendant agrees that he/she may be searched personally, including his/her vehicle, sleeping quarters, and personal property, and any contraband subject to seizure without the requirement of probable cause or a search warrant at any time during his/her Program participation.
29. Defendant agrees to submit to frequent and random drug testing and will pay for said testing. Defendant understands that if s/he refuses to be tested, misses a test, or fails to provide a viable unadulterated sample that will count as positive (dirty) drug test. Defendant further understands that positive drug test could result in further sanctions such as more intensive treatment, inpatient treatment, increased meetings, community service, jail time, or dismissal from the Program.
30. Defendant agrees that as a condition of acceptance into the Program, that in the event of noncompliance with Program conditions (including, but not limited to failure to attend required appointments or counseling, positive urinalysis or failure to show progress in treatment), Defendant freely and voluntarily waives the right to an arraignment hearing, the right to a reading of the Information and consents to the immediate imposition by the Judge of interim legal consequences and immediate sanctions that may include incarceration. The Court has absolute discretion as to which sanctions, if any, will be imposed for violation of this Agreement.
31. Defendant can expect to receive incentives when doing well in the Program
32. Defendant agrees to pay a \$125.00 monthly fee to the Osceola County Drug Court for drug testing and treatment services. Defendant with a hardship may be permitted to use a sliding scale fee based on financial income.
33. Defendant shall pay a one-time drug testing fee and monthly supervision fees to the Florida Department of Probation & Parole.
34. Defendant shall pay an initial \$25.00 administrative fee to the clerk of the court for services rendered.
35. Defendant shall pay five dollars (\$5.00) as a co-payment at each treatment visit to be paid to the assigned treatment provider. If the defendant gets fifteen dollars (\$15.00) behind, s/he will not be allowed into treatment until all treatment fees are caught up.
36. Defendant shall enter and successfully complete the Drug Court Program consisting of evaluation and treatment services and drug testing. Defendant will satisfy all Program requirements and obey all Program rules and regulations.
37. If approved for the diversion track, this Agreement shall in no manner operate as a contract for immunity from prosecution for the charges pending in this case and should Defendant fail to meet the terms of this Agreement, the Agreement may be deemed void at the discretion of the State Attorney and prosecution may then be reinstated.

38. If approved for the diversion track, Aramis D. Ayala, State Attorney, Ninth Circuit, by and through her undersigned Assistant, hereby, warrants and agrees that should Defendant successfully fulfill the terms and conditions of this Agreement for the diversion track, such success to be determined by the State Attorney, the charges referred to herein shall be dismissed. The State Attorney, however, may determine that Defendant is not in compliance and if so, may at any time:

- a. Prosecute Defendant for the offense; or
- b. Void this Agreement should it be determined that Defendant has a prior record of adult criminal conviction.

39. Should the Defendant successfully fulfill the terms and conditions of the Agreement for the violation of probation or post plea track, such success to be determined by the Drug Court Team, and comply with all other special and standard conditions of probation, the Court will give due consideration to the early termination of probation. In the event the Drug Court Team determines that the defendant is not in compliance, the Defendant shall be deemed to have violated the terms and conditions of probation.

I understand the conditions of my deferred prosecution and agree that I will comply with said conditions. The conditions have been read to me and explained to me by my attorney and I fully understand them and the charges against me. I have received a copy of this Agreement.

Defendant

Date

Attorney for Defendant

Date

If diversion track:

Assistant State Attorney

Date

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JUDICIAL CIRCUIT IN AND FOR OSCEOLA
COUNTY, FLORIDA

STATE OF FLORIDA,

Plaintiff,

Division: **FELONY DRUG COURT**

VS.

Case No.: _____

Defendant

ORDER PLACING DEFENDANT INTO DRUG COURT PROGRAM

THIS matter came before the Court upon Defendant's acceptance into the Drug Court Program (hereinafter "Program"). Defendant is currently charged with _____
_____ in violation of the Florida Statutes. Defendant and, if a diversion case, the State or, if this is a violation of probation or post plea case, the court, have entered into a Drug Court Participation Agreement (hereinafter referred to as "Agreement") dated _____. The original Agreement shall be placed in the Court file. After being fully advised in the premises, it is hereby ORDERED as follows:

1. Defendant freely and voluntarily waives the right to a speedy trial as provided by law.
2. Defendant shall abide by the terms of the Agreement. Defendant shall participate in the Program for a minimum period of seven (7) months, maximum period of three (3) years.
3. Defendant shall complete a diagnostic evaluation and complete an individualized treatment plan.
4. Defendant shall be supervised by a drug court case manager and Florida Department of Probation & Parole.
5. Defendant shall satisfy all Program requirements and obey all Program rules and regulations.
6. Defendant shall sign all releases required in order to allow his/her medical information to be released to Program personnel, the Court, and any other person's necessary for successful completion of the Program.
7. Defendant shall not change residence, employment or leave the area including Osceola and Orange Counties without first obtaining his/her case manager or probation officer's consent.
8. Defendant shall appear in open court, when and as ordered by the Court and upon proper notification at his/her last known address. Failure to appear in court shall constitute a violation of the terms of the Agreement and this Court Order, and Defendant may be terminated from the Program and the original prosecution reinstated.
9. Defendant shall not violate any laws.
10. Defendant will not use or possess any alcohol, synthetic substances, or illegal substances as outlined in the

Agreement.

11. Defendant will not use or possess any controlled substances (including over the counter medications) without a proper prescription as outlined in the Agreement.
12. Defendant shall not consume poppy seeds or any foods containing poppy seeds as outlined in the Agreement.
13. Defendant shall not own, have in his/her possession, or attempt to purchase a firearm or weapon while participating in this Program.
14. Defendant shall not visit any establishment which derives its primary source of income from the sale of alcoholic beverages such as bars, liquor stores, pool halls and nightclubs as outlined in the Agreement.
15. Defendant will associate only with law-abiding persons.
16. Defendant shall submit to physical and/or psychological examinations if ordered by his/her case manager, probation officer or treatment provider and obtain counseling or treatment if such is deemed necessary by the case manager, officer, or provider. Defendant shall pay the treatment costs.
17. Defendant shall attend pro-social activities such as Narcotics Anonymous, Alcoholics Anonymous or schooling as required by his/her treatment plan.
18. Defendant shall contact his/her case manager/probation officer/treatment provider in advance, if possible, if Defendant is going to be late or miss a scheduled session.
19. Defendant shall attend school or work regularly at a lawful occupation and shall participate in such other programs for evaluation or treatment as are established for him/her by his/her case manager, probation officer, or treatment provider. Defendant shall pay the cost of said programs and/or evaluations.
20. Defendant shall immediately inform his/her case manager or probation officer of any change relating to employment, education, or treatment activities.
21. Defendant shall truthfully answer all inquiries and shall follow all instruction from his/her case manager, probation officer or Drug Court Liaison officer (Law Enforcement Officer). Defendant shall allow his/her case manager probation officer and Drug Court Liaison Officer (LEO) to visit his/her home, place of employment, school, or other location for the purpose of providing adequate supervision. The case manager, or probation officer may contact Defendant's employer to verify employment, however, the case manager/officer shall not notify the Defendant's employer of Defendant's participation in the Program and or supervision status.
22. Defendant shall submit to frequent and random drug testing. If Defendant refuses to be tested, misses a test, or fails to provide a viable unadulterated sample, that test will count as positive (dirty) drug test. Defendant shall be subject to further sanctions such as more intensive treatment, inpatient treatment, increased meetings,

community service, jail time, or dismissal from the Program if positive drug test is given.

23. Defendant agrees that as a condition of acceptance into the Program, that in the event of noncompliance with Program conditions (including, but not limited to, failure to attend required appointments or counseling, positive urinalysis or failure to show progress in treatment), the Defendant freely and voluntarily waives the right to an arraignment hearing, the right to a reading of the Information and consents to the immediate imposition by the Judge of interim legal consequences and immediate sanctions including incarceration. The Court has absolute discretion as to which sanctions, if any, will be imposed for positive drug test or any other violation of the Agreement.
24. The Defendant can expect to receive incentives when doing well in the Program.
25. Defendant may be searched personally, including his/her vehicle, sleeping quarters, and personal property and any contraband is subject to seizure without the requirement of probable cause or a search warrant at any time during his/her Program participation.
26. Defendant shall pay a \$125.00 monthly fee to the Osceola County Drug Court for drug testing and treatment services. Defendant with a hardship may be permitted to use a sliding scale fee based on financial income.
27. Defendant shall pay one time drug testing fee and costs of supervision to the Florida Department of Probation & Parole.
28. Defendant shall pay an initial \$25.00 administrative fee to the clerk of the court for services rendered.
29. Defendant shall pay five dollars (\$5.00) as a co-payment at each treatment visit to be paid to the assigned treatment provider. If the defendant gets fifteen dollars (\$15.00) behind, he/she may not be allowed into treatment until all treatment fees are caught up.
30. Defendant shall enter and successfully complete the Drug Court Program consisting of evaluation and treatment services and drug testing.
31. All conditions set forth in the Agreement are hereby ordered.

DONE AND ORDERED this _____ day of _____, 2018.

Circuit Judge

Copies to:

Defendant
State Attorney
Counsel for Defendant
Drug Court Coordinator
Case Managers
Treatment Provider