

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

STATE OF FLORIDA,

Plaintiff,

Division: **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.

1. Defendant is currently charged with \_\_\_\_\_  
\_\_\_\_\_.
2. Defendant meets the criteria and is qualified for admission to the \_\_\_\_\_ track of the  
Program.
3. Defendant states that s/he resides in Orange County.

The parties hereto acknowledge and agree as follows:

1. It is in Defendant's best interest to enter into this Drug Court Participation Agreement  
(Agreement). Defendant understands that if s/he violates the Agreement's terms, 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.

2. Defendant has a substance abuse problem and is choosing to participate in the Program. The Defendant understands that the opportunity to participate in this Program is a privilege, not an entitlement. Therefore, the Defendant is requesting placement in the Program. The Defendant understands that if accepted, this Agreement will apply to the Defendant for the duration of his/her time the Program.
3. Defendant freely and voluntarily waives the right to a speedy trial as provided by law.
4. Defendant's with a felony case shall participate in the Program for a minimum period of seven (7) months and a maximum period of three (3) years. Defendant's with a misdemeanor case shall participate in the Program for a minimum period of six (6) months and a maximum period of one (1) year.
5. Defendant agrees to fully participate in recommended outpatient and/or residential substance abuse treatment program(s), which may include detoxification. Progress in any treatment program through that program's treatment phases is conditional upon approval of the judge based on information provided by the Drug Court Team. By signing this agreement the defendant states that s/he understands the program outline and structure of the substance abuse treatment program being recommended including, but not limited to: frequency, duration and location of group and/or individual sessions; frequency of required self-help meetings; frequency of court hearings; and frequency of random drug testing.
6. Defendant agrees to complete the diagnostic treatment evaluation and complete an individualized treatment plan.
7. Defendant will be supervised by his/ her assigned treatment provider case manager and/or the Department of Corrections and/or Orange County Probation.

8. Defendant agrees to sign any and all releases required in order to allow his/her physical and/or mental health information to be released and/or shared with Program personnel, the Court, and any other people necessary for successful completion of this Program. This information is for Program use only.
9. Defendant will not change residence, employment or leave Orange County without first obtaining permission from his/her treatment provider and/or other supervising authority (i.e. State or County probation).
10. 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 s/he may be terminated from the Program and the original prosecution reinstated if the Defendant fails to appear for a court date.
11. Defendant and Defendant's attorney affirm that Defendant is not currently on parole. Defendant and Defendant's attorney also affirm that the Defendant is not on probation for any other offense except those eligible offenses listed in the Administrative Order governing this Program.
12. The 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.
13. Defendant will not use or possess any illegal or 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 treatment provider in advance of the Defendant taking the prescribed medication when possible. Consumption of alcohol is prohibited during program participation. Consumption of marijuana, even with a medical marijuana card, is

prohibited during program participation.

14. Defendant will not own, have in his/her possession, or attempt to purchase a firearm or weapon while participating in this Program.
15. Defendant will not enter any establishment whose primary purpose is to sell alcoholic beverages unless it is for approved employment or other necessary purposes and permission has been granted in advance by the Defendant's treatment provider. Defendant will associate only with law-abiding persons and will not socialize or live with any other Program participants.
16. Defendant shall submit to physical and/or psychological examinations if ordered by his/her probation officer/treatment provider and obtain/maintain counseling or treatment if such is deemed necessary by the officer/provider. Defendant will pay these treatment costs.
17. Defendant agrees to attend self-help meetings such as Narcotics Anonymous or Alcoholics Anonymous as required by his/her treatment plan.
18. Defendant agrees to contact his/her 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 established for him/her by his/her probation officer/treatment provider. Defendant shall pay the cost of said programs and/or evaluations. Defendant shall immediately inform his/her treatment provider or other supervising authority of any change relating to employment, education, or treatment activities.
20. Defendant shall truthfully answer all inquiries and shall follow all instruction from his/her probation officer/treatment provider and hereby grants permission for the officer/treatment provider to visit Defendant's home, place of employment, school, or other location for the purpose of providing adequate supervision.
21. Defendant agrees to submit to frequent and random drug testing. Defendant understands that if

s/he refuses to be tested, misses a test, or fails to provide a urine sample that test will count as a positive (dirty) urine test. Defendant further understands that a positive urine test may result in further sanctions such as more intensive treatment, inpatient treatment, increased meetings, community service, jail time, or discharge from the Program. If the Defendant wishes to challenge the validity of a positive urine test, the Defendant shall pay all costs associated with said challenge through their treatment provider.

22. Defendant can expect to receive incentives when doing well in the Program.
23. Defendant agrees that as a condition of acceptance into the Program, that in the event of noncompliance with the 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 including incarceration. The Court has absolute discretion as to which sanctions, if any, will be imposed for violation of this Agreement.
24. Defendant agrees that s/he may be searched or subject to seizure without the requirement of probable cause or a search warrant at any time during his/her Program participation.
25. Defendant will have imposed a \$900.00 drug court program fee. Fee is to be paid in three equal installments as the client progresses in the program. Failure to make payments may result in a sanction or discharge. Defendants may apply for a reduction in this program fee through their drug court program case manager in accordance with the Orange County Adult Drug Court Program Fee Policy.
26. Defendant shall enter and successfully complete the Program consisting of screening, evaluation, counseling and multiple random urine screens. Defendant shall obey all Program rules and regulations set forth in this Agreement as outlined by the Defendant's treatment provider.

27. 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.

28. Should 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.

\_\_\_\_\_  
Defendant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Attorney for Defendant

\_\_\_\_\_  
Date

**If diversion track:**

\_\_\_\_\_  
Assistant State Attorney

\_\_\_\_\_  
Date

**I understand the conditions of the Drug Court Program 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.**

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Defendant

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Date

Rev. 01/22/2018