

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.
_____ /

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

_____. Defendant

and, if a diversion case, the State, 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. It is in Defendant's best interest to enter into the Agreement and the 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 the 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 shall participate in the Program for a minimum period of seven (7) months and a maximum period of three (3) years.
5. Defendant shall fully participate in the outpatient substance abuse treatment program, which involves three (3) treatment phases and an Aftercare component. Advancement to a higher phase will be conditional upon approval of the judge based on information provided by the Drug Court Team.
6. Defendant shall complete the diagnostic treatment evaluation and complete an individualized treatment plan.
7. Defendant will be supervised by his/ her assigned treatment provider and/or the Department of Corrections.
8. Defendant shall 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. 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 he/she may be terminated from the Program and the original prosecution reinstated if the Defendant fails to appear for a court date.
11. 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.

12. Defendant shall not own, have in his/her possession, or attempt to purchase a firearm or weapon while participating in this Program.
13. Defendant shall 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.
14. 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.
15. Defendant shall attend self-help meetings such as Narcotics Anonymous or Alcoholics Anonymous as required by his/her treatment plan.
16. Defendant shall contact his/her probation officer/treatment provider in advance, if possible, if Defendant is going to be late or miss a scheduled session.
17. 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.
18. 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.

19. Defendant shall 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.
20. Defendant can expect to receive incentives when doing well in the Program.
21. 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.
22. 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.
23. 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.

24. 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.

25. Drug court is offered in lieu of incarceration with the Department of Corrections for probation violators and post plea defendants.

DONE AND ORDERED this _____ day of _____, 20____.

Circuit Judge

Copies to:
Court file

Revised 01/22/2018