

**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT
IN AND FOR HILLSBOROUGH COUNTY, STATE OF FLORIDA
CRIMINAL JUSTICE DIVISION**

STATE OF FLORIDA

CASE NUMBER:

v.

DIVISION:

DEFENDANT

**MENTAL HEALTH
PRE-TRIAL INTERVENTION AGREEMENT**

This Agreement, entered into this day, by and between the Defendant, Defense counsel, _____, State Attorney, in and for the Thirteenth Judicial Circuit of Florida, by and through his undersigned Assistant State Attorney.

WITNESSETH:

The Defendant has been charged with _____ and it is agreed that the Defendant meets the criteria and qualifications for admission into the Pre-Trial Intervention Program (PTI). The Defendant agrees it is in his or her best interest to enter into this Agreement, consents for the case to be transferred to Circuit Criminal Division "M" for monitoring and further agrees to participate in the program for a period of up to eighteen (18) months.

It is the intent of the parties that the Defendant actively participates in mental health treatment during the term of this Agreement. _____ will develop a treatment plan and monitor the Defendant's compliance with all special conditions of this order. The Gracepoint Mental Health Court Liaison shall ensure that the Mental Health PTI Monthly Report is completed and provided to the supervising officer with copies to the Assistant State Attorney and Defense Attorney. This report is limited to only compliance with the conditions of this contract and will be the only confidential information exchanged (written or verbal) between the Mental Health Court Liaison or other treatment provider and the parties listed below. The exception to the exchange of confidential information is when both the Defendant and the defense attorney consent to the exchange or when information is shared in court staffings and court hearings.

If at any time the Gracepoint Mental Health Court Liaison or other treatment provider believes the Defendant is not in compliance with the conditions of this Agreement or that terms of the Agreement should be readdressed, the Gracepoint Mental Health Court Liaison will notify the undersigned defense attorney and the supervising officer in writing that the Defendant is not compliant with the conditions of the Pre-Trial Intervention Agreement, that the Defendant's condition has deteriorated to the point that an evaluation for a higher level of treatment or possible in-patient care is required, or that the Defendant's Pre-Trial Intervention Agreement should be modified. If the supervising officer believes a violation of this Agreement has occurred, the supervising officer will contact the Assistant State Attorney. The Assistant State Attorney shall review all potential violations prior to a report being submitted by the supervising officer. If the Assistant State Attorney determines the case should be scheduled for a court hearing in Circuit Criminal Division "M" for further assessment of the Defendant and review of the treatment plan, the Assistant State Attorney will direct the supervising officer to file the violation report. Upon the scheduled review hearing, the conditions of this agreement may be modified as necessary to ensure the Defendant's successful completion of the program.

Upon assessment by the Gracepoint Mental Health Court Liaison, the Defendant agrees to fulfill the following special conditions:

1. The Defendant will receive treatment for a mental illness during the pre-trial intervention period. All aspects of the treatment plan will be coordinated by the Gracepoint Mental Health Court Liaison. The Defendant shall be monitored no less than one time every thirty (30) days through home visits or other face-to-face contact.
2. The Defendant shall reside at _____. Residence at this address is contingent on this environment supporting successful completion of Mental Health PTI. Any change in address shall immediately be reported to the Gracepoint Mental Health Court Liaison who will notify the supervising officer, the Assistant State Attorney and Defense Counsel.
3. The Defendant shall receive treatment as recommended by the attending physician and shall take medication as prescribed. The Defendant shall, to the extent possible, participate in programs coordinated by authorized treatment personnel to maintain and improve Defendant's mental health.
4. The Defendant will not consume alcohol, non-prescribed medications, or illicit substances, and may be required to undergo periodic blood or urinalysis. The Defendant will not visit places where illegal substances are sold. The Defendant will not associate with persons engaged in criminal activity.
5. The Defendant stipulates and agrees that in consideration for acceptance into this program, the Defendant waives the right to speedy trial as provided by law and, further, that the Defendant's right to a speedy shall re-vest only upon resumption of prosecution on this pending charge pursuant to Florida Statute Section 948.08.
6. The Defendant stipulates and agrees that this Agreement shall in no way operate as a contract for immunity from prosecution for the charge(s) pending in this case and, further that should the Defendant fail to comply with the terms and conditions of this Agreement, the Agreement may be deemed void at the discretion of the State Attorney, and prosecution may then be reinstated. The Defendant agrees to testify against any person(s), presently charged or not, who has/have participated in the criminal offense which is the basis of this Agreement.
7. The Defendant agrees to be completely law abiding during the term of this Agreement and to notify the supervising officer of any new arrest or contact with law enforcement authorities or any mental health evaluation or hospitalization under the Baker Act.
8. The Defendant agrees not to own, possess or attempt to purchase a firearm or weapon while participating in this program and further agrees to forfeit any firearm involved in this offense to law enforcement authorities and not seek its return.
9. The Defendant agrees to report to the Pre-Trial Intervention Office (813) 975-6524 at 1313 North Tampa Street, Tampa, Florida 33614, within 24 hours of the execution of this contract.
10. Each month the Defendant will make a full and truthful report to the supervising officer on the form provided for that purpose as instructed by the officer.
11. The Defendant will promptly and truthfully answer all inquiries directed to the Defendant by the Court or the supervising officer, and allow the officer to visit in Defendant's home, or elsewhere, and the Defendant will comply with all instructions the supervising officer may give.
12. The Defendant agrees to pay \$40 per month toward the cost of supervision in accordance with Florida

Statute Section 948.09, \$100 to the Clerk of the Court for the Victim Assistance Project, \$12 to the Clerk of Court for processing fee, to pay First Step of Hillsborough County, Inc. the amount of one dollar (\$1.00) for each month of supervision ordered, and to pay a 4% surcharge on all monetary conditions and to pay all said conditions by guaranteed form of payment to the Department of Corrections. The Defendant agrees to completion of all monetary and treatment conditions thirty (30) days prior to the termination of this Agreement.

13. The Defendant may automatically early terminate after nine (9) months if all conditions are met and no violations have occurred during supervision.

_____, State Attorney, Thirteenth Judicial Circuit, by and through his undersigned Assistant, _____, hereby warrants and agrees that, should the Defendant fully meet the terms and conditions of this Agreement as determined by the State Attorney, the charges referred to herein shall be dismissed upon completion of the program. It is stipulated and agreed that the Court may conduct periodic hearings to monitor the Defendant's compliance with treatment, but the State Attorney's decision regarding full compliance in this regard shall be final and shall not be subject to review by any Court. Upon the failure of the Defendant to comply with the above terms, the Assistant State Attorney may request that the case be transferred back to its original division.

Attorney for the Defendant

Date

Assistant State Attorney

Date

ASA Bureau/Division Chief

Date

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

Defendant

Date

CPO

Date

Gracepoint Mental Health Court Liaison

Date

Provider

Date

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STATE'S NOTICE TO CLOSE FILE

THE STATE OF FLORIDA, by and through its undersigned Assistant State Attorney, hereby requests the Clerk to close the file of the above-styled cause, and as grounds would state as follows:

The Defendant has been accepted in the Mental Health Pre-Trial Intervention Program and has waived the Defendant's right to a speedy trial, and the State Attorney has agreed to defer prosecution in this matter pending the successful completion of such program by the Defendant. A copy of the Agreement between the State Attorney and the Defendant is attached hereto.

I HEREBY CERTIFY that a copy of the foregoing Notice has been furnished by hand/mail delivery to _____ Attorney for the Defendant, on this _____.

Respectfully submitted,

STATE ATTORNEY

ASSISTANT STATE ATTORNEY