**IN THE CIRCUIT COURT OF THE THIRTEENTH JUDICIAL CIRCUIT**

**HILLSBOROUGH COUNTY, FLORIDA**

**CRIMINAL JUSTICE DIVISION**

**STATE OF FLORIDA**,

vs. **CASE NO**.:

**ADULT DRUG COURT**

**DIVISION “Y”**

,

**Defendant.**

**/**

**“RECOVERY COURT” POST-ADJUDICATION AGREEMENT**

**(TRACK #2)**

**1. Charges Against Defendant.**

The defendant has been charged and has entered a plea to the following charge(s) in the above-referenced case:

**2.** **Terms of Sentence.**

The defendant will be permitted to enter a plea of guilty as charged to the following charges and sentence:

The defendant will be required to comply with all conditions of supervision required by Florida Statutes. In addition, the defendant will be required to successfully complete the “Recovery Court Program” described below as a special condition of supervision.

**3. Recovery Court Program.**

The Adult Drug Court Division “Y” program (hereafter, the “Recovery Court Program” or “Program”) provides a therapeutic, treatment-oriented environment coupled with an emphasis on a high level of accountability for the participant (“Participant”). Participants are subjected to a coordinated treatment strategy developed by the drug court team and must participate in the development of their treatment plan. Appropriate treatment plans tailored to the Participant’s needs are determined through an initial assessment by a drug court specialist or treatment provider and subsequent evaluation by a court-approved treatment provider. Participants must review and sign a Recovery Court Post-Adjudication Agreement (the “Agreement”) and attend hearings as required by the Court.

**a.** **Treatment Strategy.**

(1) A Participant’s coordinated treatment strategy will encompass the following:

* 1. *Substance Abuse Treatment* - Substance abuse treatment pursuant to a clinically recommended treatment plan. The treatment plan may be modified as clinically necessary at any phase of the program to include, without limitation, the following types of treatment: detoxification, out-patient, intensive out-patient, residential partial hospitalization, aftercare, and in-jail drug treatment.
  2. *Adaptive Habilitation* - Adaptive habilitation, such as vocation or educational assistance, family therapy, or mental health counseling.
     1. A Participant’s requirements in the Recovery Court program will be adjusted based upon their progress. Factors such as poor performance in treatment, poor accountability, and the need for increased supervision may result in a hearing set by the Recovery Court Judge to determine whether the Participant shall convert to the Phase Structure of the Recovery Court program as outlined in the Recovery Court Handbook.

**b. Incentives and Sanctions.**

The coordinated treatment strategy will include a protocol of incentives to encourage the Participant’s compliance with program rules, as well as sanctions that may be imposed for the Participant’s noncompliance with program rules. The protocol of sanctions may include, without limitation: written assignments, increased community service hours, additional fines, an extended term of supervision, removal from the Recovery Court, and incarceration.

**c.** **Special Conditions of Supervision.**

Additional special conditions of supervision will include the following:

1. *Substance Abuse Evaluation and Treatment*. The Participant shall attend and complete a substance abuse evaluation and all recommended treatment and counseling.
2. *Court Appearances*. The Participant shall attend court hearings as follows:
3. *Bi-weekly Hearings* – Two hearings (i.e., every other week) in the first 30 days of the Participant’s contract to ensure satisfactory engagement.
4. *Quarterly Hearings* – Quarterly hearings on a separate Recovery Court Alternative Track Calendar.
5. *“Next Available” Hearings* – The next available hearing date if the Participant stops going to treatment.
6. *Court’s Discretion* – A hearing any time the Court deems a hearing appropriate.
7. *Prohibited Substances*. The Participant shall not use, possess, or constructively possess any intoxicants (e.g., alcohol); Kratom; or any illegal, synthetic, hallucinogenic, “designer,” or unsafe “recreational” drug, such as “synthetic marijuana” (e.g., Spice, K2, Fake Weed, Yucatan Fire); “synthetic stimulants” (e.g., Bath Salts, Ivory Wave, Purple Wave, Red Dove); MDMA (e.g., Ecstasy, Adam, XTC); MDEA (e.g., Eva); methamphetamines; Speed (e.g., “ice,” “shabby,” “meth,” “chalk”); phencyclidine (i.e., PCP, angel dust, angel dust); OxyContin; LSD; N-bomb; Poopers; Rohypnol, etc. (collectively, “Prohibited Substances”).
8. *Use of Controlled Substances/Medications*. The Participant shall not use, possess, or constructively possess any pain medications, such as opiates, benzodiazepines, or amphetamines (“Controlled Substance Medications”), and shall not use, possess, or constructively possess buprenorphine (Suboxone or Sublocade), methadone, or any other detoxification or maintenance medication not approved by the Court (“Medically Assisted Treatment Medications”), unless first prescribed to the Participant by a medical, dental, or ocular health care provider. The Participant shall be required to inform the medical, dental, or ocular health care provider of the Participant’s participation in the Recovery Court Program prior to the provider’s diagnosis and preparation of any medication prescription for the Participant.
9. [ ] *Mental Health Evaluation and Treatment*. The Participant shall attend and complete a mental health evaluation and all recommended treatment and counseling. [Complete if applicable]
10. [ ] *Community Service Hours*. The Participant shall complete \_\_\_ hours of community service. [Complete if applicable]
11. [ ] *Restitution*. The Participant shall pay restitution in the amount of $ \_\_\_\_\_\_\_\_ at a rate of \_\_\_\_\_\_\_\_ per month to \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. [Complete if applicable]

**4. Participant’s Obligations and Responsibilities.**

Upon acceptance into the Recovery Court Program, the Participant will actively participate in the Program and abide by all Program requirements. After satisfactory completion of all terms of this Agreement, the Participant may seek early termination and successful discharge from the Program, if the Participant is in good standing with the Program, has completed all Program requirements, and has committed no violations of the Program’s conditions or rules.

After careful consideration of the Recovery Court Program with my attorney, the Participant hereby acknowledges and agrees to the following:

**a.** **Receipt of Handbook.**

[ ] **I HAVE RECEIVED A COPY OF THE THIRTEENTH JUDICIAL CIRCUIT RECOVERY COURT PROGRAM HANDBOOK AND HAVE REVIEWED IT WITH MY ATTORNEY.**

**b. Participant’s Acknowledgements/Agreements.**

[ ] **I ACKNOWLEDGE AND VOLUNTARILY AGREE TO THE FOLLOWING**:

1. *Intent to Comply*. I am seeking admission into the Recovery Court Program, and I do so with the intention of complying with all conditions and obligations imposed upon me by agreement with the State of Florida or by order of the Court.
2. *Evaluation/Treatment Participation*. I will timely participate in any and all evaluations or assessments needed to develop a coordinated treatment strategy to address my substance use disorder and/or mental health treatment needs, as ordered by the Court or as directed by any treatment provider or member of the drug court team (as defined in Thirteenth Judicial Circuit Administrative Order S-2020-009).
3. *Cooperation/Active Participation*. I will fully cooperate and actively participate in treatment, counseling, support groups, and any other court-ordered recommendations of my treatment plan.
4. *Court/Treatment/Other Appearances*. I will appear for all court dates, treatment appointments, community support group meetings, and other scheduled appointments and meetings as ordered by the Court or directed by any treatment provider.
5. *Truthful Answers*. I will answer truthfully all questions posed by the Court, the Department of Corrections, or any other member of the drug court team.
6. *Random Drug Testing*. I will submit to random urine, breath, and other drug or alcohol testing no less than two times per week throughout my participation in the Program or as otherwise directed by the Court.
7. *Prohibited Substances*. I will not use, possess, or constructively possess any Prohibited Substances.
8. *Prescribed Medications*. I will take all medications prescribed for me in the manner prescribed. I will not use, possess, or constructively possess any Controlled Substance Medications or Medically Assisted Treatment Medications without prior approval from my medical, dental, or ocular health care provider.
9. *Third-Party Disclosures*. I will disclose as provided above my participation in the Recovery Court Program to all my medical, dental, and ocular health care providers; urgent care providers; or hospital providers. Where appropriate, I will not use more than one doctor or pharmacy to fill my prescriptions. I will disclose all medications and prescriptions to my supervising officer. I will bring all prescriptions for Controlled Substance Medications with me to each visit with my supervising officer.
10. *Alcohol Establishment Avoidance*. I will not enter any establishment whose primary source of income is the sale of alcohol, including, but not limited to bars, liquor stores, pool halls, or night clubs.
11. *Employment/Education*. Unless excused or modified by the Court, I either will be gainfully employed, participating in a job training program, or enrolled full-time in school, or completing community service hours. I will provide verification documentation upon request and allow the Department of Corrections or any other official acting at the direction of the Court to visit my place of employment or contact my employer.
12. *Change in Residence/Employment*. I will obtain the consent of the Court prior to a change in my residence or employment.
13. *Community Service Hours*. I will complete in a timely manner any community service hour requirements imposed by the Court or agreed upon with the State of Florida.
14. *Consent to Visitation/Searches*. I will allow visitation to my place of residence, and I consent to random searches of my person, possessions, residence, and vehicle by the Department of Corrections, law enforcement, or any other official authorized to conduct a search by the court for purposes of determining compliance with this Agreement and the rules and conditions of the Recovery Court Program.
15. *No New Law Violations*. I will not commit any new law violations while participating in the Recovery Court Program.
16. *Length of Program*. I will remain in the Recovery Court Program until I successfully complete the Program or the Court discharges me from the Program.
17. *Cost of Treatment*. Depending on my personal insurance benefits and/or other available funding, I may be required to pay for all or a part of the cost of my treatment. Full disclosure of the possible costs will be discussed with and provided to me prior to my engagement with the treatment provider.

**c.** **Violations of Supervision.**

A failure to successfully complete the Recovery Court Program, or a failure to comply with any other condition of probation or community control, is a violation of probation/community control. Upon a finding of a violation of probation or community control, the Court may impose any lawful sentence upon me, up to the maximum sentence provided by law.

{Remainder of page intentionally left blank}

**I have read this Agreement and understand all terms and conditions of the Agreement. I also have received a copy of this Agreement.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Defendant/Participant Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Defendant/Participant

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Defense Counsel Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Defense Counsel

Florida Bar No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**On behalf of Andrew H. Warren, State Attorney, the undersigned Assistant State Attorney hereby agrees to all the terms and conditions of this Agreement.**

Signature of Assistant State Attorney Date Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name of Assistant State Attorney

Florida Bar No.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Rev. 08-26-20)