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

**HILLSBOROUGH COUNTY, FLORIDA**

**CRIMINAL JUSTICE DIVISION**

**STATE OF FLORIDA**,

vs. **CASE NO.:**

**DIVISION: “W”**

,

 **Defendant.**

 **/**

**DRUG PRE-TRIAL INTERVENTION PROGRAM AGREEMENT**

**1. Charge(s) Against Defendant.**

 The defendant has been charged with the following charge(s) in the above-referenced case:

**2. Drug Pre-trial Intention Program – Admission, Completion, and Discharge.**

The Office of the State Attorney and Defense Counsel for the Defendant agree that the Defendant meets eligibility criteria for admission into the drug pretrial intervention program, as established by Florida Statutes and Administrative Order of the Thirteenth Judicial Circuit (the “DPTI Program”). The Defendant seeks admission into the DPTI Program and hereby agrees to fully participate in the program and comply with all of the conditions and rules imposed by this Drug Pre-trial Intention Program Agreement (“Agreement”).

 The pretrial intervention period will last 18 months. The Office of the State of Attorney will defer prosecution of the above-referenced case(s) while the Defendant is in the DPTI Program. If the Court finds at any time while the Defendant is in the DPTI Program that the Defendant has failed to comply with any condition or obligation required by the program, this Agreement, or court order, the Court may order the Defendant unsuccessfully discharged from the program. If the Court unsuccessfully discharges the Defendant from the program, the Court will enter an order transferring the above-referenced case(s) to the regular standard criminal division assigned pursuant to Administrative Order of the Thirteenth Judicial Circuit. Upon unsuccessful discharge from the program, the Office of the State Attorney may resume prosecution of the case(s).

At the end of the 18-month pretrial intervention period, the Court shall consider the recommendations of any treatment providers and the Office of the State Attorney as to disposition of the pending charges. The Court shall determine, by written finding, whether the Defendant has successfully completed the DPTI Program. The Court shall dismiss the charges upon a finding that the Defendant has successfully completed the program. If the Court finds that the Defendant has not successfully completed the DPTI Program, the Court may order the Defendant to continue in the program for additional education and treatment, which may include treatment programs offered by licensed service providers or jail-based treatment programs, or the Court may enter an order unsuccessfully discharging the Defendant from the program and transferring the above-referenced case(s) to the regular standard criminal division assigned pursuant to Administrative Order of the Thirteenth Judicial Circuit. Upon unsuccessful discharge from the program, the Office of the State Attorney may resume prosecution of the above-referenced case(s).

After satisfactory completion of all phases of treatment set forth in this Agreement, the Defendant may seek early termination and successful discharge from the program if the Defendant is in good standing with the program, has completed all program requirements, and has committed no violations of the terms and conditions of the Agreement or program rules. The Court has discretion to grant or deny the Defendant’s motion for early termination and successful discharge from the program.

**3. Drug Pre-Trial Intervention Program – Terms and Conditions.**

The Division “W” DPTI Program provides a therapeutic, treatment-oriented environment coupled with an emphasis on a high level of accountability for the participant accepted into the program (“Participant”). Participants are subjected to a coordinated treatment strategy developed by the drug court team as defined in the Thirteenth Judicial Circuit Administrative Order S-2020-009 (“DPTI 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 attend regularly scheduled status hearings and case reviews.

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

The Participant’s coordinated treatment strategy will encompass the following five phases:

* **Phase I: Stabilization, Assessment, and Engagement**
* **Phase II: Individualized Treatment and Participation**
* **Phase III: Treatment Compliance and Social Habilitation**
* **Phase IV: Personal Maintenance and Relapse Prevention**
* **Phase V: Consistent Compliance and Transition to Termination of Supervision**

The Participant’s advancement from one phase to the next is not automatic and will be determined by the Court after review of the Participant’s progress in the program. 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. A detailed description of the phases, the requirements of each phase, and the requirements to advance in phases is attached to this Agreement as Exhibit “A”.

**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, an extended term of participation in the program, removal from the program, and incarceration for contempt of court.

**c.** **Conditions of the DPTI Program.**

Additional conditions of the DPTI Program 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 as set forth in the DPTI Program Phases or as ordered by the Court. The Participant’s supervision level will be adjusted based on the Participant’s compliance with the program.
3. *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”).
4. *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. Prior to the health care provider’s diagnosis and preparation of any medication prescription for the Participant, the Participant shall
5. inform the health care provider that the Participant has a substance use disorder, is in recovery, and is participating in the DPTI Program, which does not permit the Participant to take narcotic or addictive medications;
6. request the health care provider to consider whether a non-narcotic alternative is available to address the health condition for which treatment is sought and inform the Court in writing that no such alternative is available; and
7. give the health care provider a Problem Solving Court’s Physician Form, which is available on the Court’s Judicial Directory Forms page.

 The Participant then must contact his or her supervising probation officer *immediately* and provide him/her a copy of the prescription. The Participant shall take any medications prescribed EXACTLY as prescribed. The Participant’s use of the medication shall be monitored by a physician with training in addiction psychiatry or addiction medicine. The Participant will be responsible for paying all costs associated with monitoring his or her use of such medication.

1. [ ] *Mental Health Evaluation and Treatment*. The Participant shall attend and complete a mental health evaluation and all recommended treatment and counseling. [Complete if applicable]
2. [ ] *Community Service Hours*. The Participant shall complete \_\_\_ hours of community service. [Complete if applicable]
3. [ ] *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 DPTI Program, the Participant will actively participate in the program and abide by all program requirements and terms and conditions of this Agreement.

After careful consideration of the DPTI Program with my attorney, I hereby acknowledge and agree to the following:

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

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

1. *Intent to Comply*. I am seeking admission into the DPTI 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 DPTI Court Team.
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 DPTI 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, which use is subject to the conditions set forth in paragraph 3.c.(4) above.
9. *Third-Party Disclosures*. I will disclose as provided above my participation in the DPTI 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, 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. I will notify my assigned Department of Corrections supervising officer of the change within five business days, and I will file an appropriate “Designation of Current Mailing and E-Mail Address” form with the Clerk of Court within ten days of the change.
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 DPTI Program.
15. *No New Law Violations*. I will not commit any new law violations while participating in the DPTI Program.
16. *Length of Program*. I will remain in the DPTI 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.
18. *Costs of the DPTI Program.* I also agree to pay the following costs:
	1. Cost of Supervision - in the amount of $40.00 per month of supervision ordered, pursuant to section 948.09, Florida Statutes.
	2. State Attorney’s Office Costs of Prosecution - in the amount of $100.00.
	3. Public Defender Application Fee - in the amount of $50.00 (as applicable).
	4. Clerk of the Court Costs of Investigations - in the amount of $130.00 to the Hillsborough County Sheriff’s Office and/or $130.00 to the Tampa Police Department (as applicable).
	5. Clerk of the Court Processing Fee - in the amount of $12.00.
	6. Department of Corrections Drug Testing Fee - in the amount of $30.00.
	7. Hillsborough County Drug Fund Fee - in the amount of $100.00.
	8. First Step of Hillsborough County, Inc. Fee - in the amount of $1.00 per month of supervision ordered.
	9. Department of Corrections Supervision Surcharge - in the amount of 4% per payment made to and through the Department of Corrections.
19. *Payment of Costs.* I will pay the above-referenced costs in subparagraph (18) by guaranteed form of payment to the Department of Corrections.
20. *Deadline for Payment of All Costs of Program.* I agree to complete all monetary, community service, and treatment cost requirements 30 days before the termination of this Agreement. Court costs may be converted to community service hours, at the discretion of the Court, at a rate of $15.00 per hour.

{Remainder of Page Intentionally Left Blank}

**I have read this Agreement and understand and agree to 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.:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Bureau/Division Chief Date Signed

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

Printed Name of Bureau/Division Chief

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