



DC# _____

OFFICER _____

STATE OF FLORIDA,
Plaintiff
VS.

In the Circuit Court
Of Hernando County, Florida

Defendant

Case No. _____ CFMA

DRUG OFFENDER PRE-TRIAL INTERVENTION CONTRACT

It being alleged that you _____ have committed the offense of _____

against the State of Florida on or about the _____ day of _____, 20____, and it further appearing after an investigation of the offense and into your background, that at this time, the interest of the State of Florida, and your interest will best be served by the following procedures.

In addition, for the purpose of this Program, the Defendant admits his/her guilt of the crime for which he/she is charged; said admission can be used against him/her in the event of future prosecution.

The Parties agree that the first step in rehabilitation is to the admission of his/her wrong-doing.

THEREFORE,

On the authority of The Circuit Court in and for the Fifth Judicial Circuit, Hernando County, Florida, and F. S. 948.08, prosecution in this matter for said violation will be deferred for the period of 24 months from this date, provided you abide by the conditions hereafter specified in this contract and order. This program is a minimum of one year on Supervision by the Florida Department of Corrections by Florida Statute.

1. The defendant agrees to make a full and truthful report to the Pre-trial Intervention Program Officer, not later than the fifth day of each month on the form provided for that purpose. (unless an alternate date is approved by the PTI Program Officer)
2. A.) The defendant agrees to pay to the Department of Corrections the sum of **\$50.00** per month for **Cost of Supervision** by the fifth day of each month unless otherwise waived in compliance with Florida Statutes 948.091. B.) In addition, **\$2.00** per month **DOC Training and Equipment Fee**, for any months Cost of Supervision is not waived, and C.) **\$1.00** per month for each month of supervision (\$24.00) to **First Step, Inc.**, of the Fifth Circuit. (all DOC payments will have an additional 4% surcharge)
3. The defendant agrees not to change residence or employment or leave the county of residence without first procuring the consent of the Pre-trial Intervention Program Officer.
4. The defendant agrees to not possess, carry or own any weapons or firearms during the contract period without first securing the consent of the Pre-trial Intervention Program Officer.
5. The defendant agrees to refrain from violation of any law.
6. The defendant agrees to refrain from any consumption of alcohol, and will not visit any establishment where the primary business is the sale and dispensing of alcoholic beverages (bars), and will not consume/possess illegal drugs. The defendant agrees to take prescription medication only as prescribed.

7. The defendant agrees that he/she will work diligently at a lawful occupation and support dependents to the best of their ability.
8. The defendant agrees to answer truthfully all inquiries/questions by the Pre-trial Intervention Program Officer and allow visits at home, employment, school or elsewhere and carry out any instructions given.
9. You will make you best effort to obtain a High School Diploma or GED as determined if necessary by the Pre-trial Intervention Program Officer.
10. The defendant agrees to perform 25 hours of public service as directed by the Pre-trial Intervention Program Officer.
11. The defendant agrees to submit to urinalysis, breathalyzer or blood test at any time requested by the Pre-trial Intervention Program Officer to determine possible use of alcohol, drugs or controlled substances. The defendant agrees to be responsible for payment of such tests. \$65.00 (plus 4% surcharge)
12. The defendant will be evaluated for alcohol/substance abuse within 45 days of being placed in this program at a treatment provider approved by the Pre-trial Intervention Program Officer and will complete any treatment deemed necessary by the provider on the first attempt. The defendant will be drug tested monthly.
13. The defendant agrees to pay restitution to the victim, _____ in the amount of \$ _____, plus a 4% surcharge, at the rate of \$ _____ per schedule per month.
14. The defendant agrees to pay Court Costs and FDLE Fee of \$518.00 to the Hernando County Clerk of Court, 20 N. Main St. Room #136, Brooksville, FL 34601. (Defendant may perform community service hours in lieu of court fines and fees at \$10.00 per hour at Pre-trial Intervention Program Officer approved site.)
15. Other conditions as specified: \$50.00 Public Defender Fee, \$100.00 Public Defender Lien
 \$100.00 Cost of Prosecution
16. _____ Cost of Investigation. (payable to the Hernando County Clerk of Court)
17. XX The defendant agrees that if the defendant violates this contract in an egregious nature as determined by the Department of Corrections, the defendant can be placed directly on the next Felony Court Docket for immediate action.

Additional conditions:

The Court may, during the period of deferred prosecution, revoke or modify the conditions of your deferred prosecution by: Referring your case back to the Court to prosecute for this offense, if you violate any of these conditions.

If you comply with these conditions during that period of deferred prosecution, the Court will dismiss the charge(s).

By signing this deferred prosecution contract, the defendant _____ withdraws and/or waives his/her right to a Speedy Trial for the period of his/her diversion under the Constitution and Laws of Florida and the United States of America in the cause for which prosecution is being deferred. Further, that he/she understands the contract and will abide by conditions in this contract.

HERNANDC COUNTY CIRCUIT JUDGE, _____	DATE:
DEFENDANT'S ATTORNEY, _____	DATE:
DEFENDANT, _____	DATE:
PROBATION OFFICER, _____	DATE: