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2
3 IN THE DISTRICT COURT OF THE STATE OF WASHINGTON
4 FOR YAKIMA COUNTY
5

6 STATE OF WASHINGTON,)
7 Plaintiff,) No.
8 vs.)
9) DUI COURT CONTRACT AND ORDER
10 Defendant.) ESTABLISHING COURT COSTS
11) "ORSTCC"
12)

13 **The Defendant understands and agrees to the following obligations, responsibilities and terms
14 of participation in DUI Court:**

- 15 1. I understand there is a DUI Court fee of **\$1800.00**, payable to Yakima County District Court at the
16 Clerk's Office, Room 225, and that I must pay full restitution in the amount of \$_____ to the
17 victim and/or emergency response costs in addition to any other costs incurred while in the DUI
18 Court Program. If I am terminated from DUI Court, the amount of the DUI Court fee and any costs
19 incurred as a result of my participation in the program and required to be paid at the time of
20 termination remains payable to the Court.
- 21 2. I understand that I will be required to sign a separate Fee Agreement.
- 22 3. I have reviewed the "*Yakima County DUI Court Participant Handbook*" and understand the DUI
23 Court described in it, including philosophy of the DUI Court and my obligations and responsibilities
24 as a participant. I agree to follow them as a participant in DUI Court, including any not specifically
25 mentioned in this Contract.
- 26 4. I understand that the DUI Court is a minimum of eighteen months and may be longer. I understand
27 that I must complete Phases 1, 2, 3 and 4 all of which have been explained to me, before I can
28 graduate from the DUI Court.
- 29 5. I will fully cooperate in and satisfactorily complete all treatment assessments administered by the
30 treatment provider for the development of a substance abuse treatment plan.
- 31 6. I will complete the substance abuse treatment plan as approved or modified by the DUI Court to the
32 satisfaction of the treatment provider and the Judge.
- 33 7. I will participate fully in all other programs to which I am referred by the DUI Court Judge or the DUI
34 Court treatment providers, to help me achieve a sober and law abiding life.

- 1 8. I understand that I will be referred for a mental health evaluation to determine if any need for
2 therapy exists. I agree to follow through with any recommended mental health treatment.
- 3 9. I understand that there will be regular and frequent appearances before the DUI Court Judge, at
4 least weekly during the beginning Phase, and that there may be special appearances ordered by
5 the DUI Court Judge and oral notice given to me to appear. I will attend, on time, all DUI Court
6 sessions and treatment sessions as scheduled or ordered. I also understand in that the team will
7 meet on a regular basis to staff my case. I hereby waive any right I may have to attend a staffing
8 session where my case is discussed. I understand and agree that I will meet with t any DUI Court
9 team member as directed.
- 10 10. I will appear at DUI Court sessions, treatment sessions, or other DUI Court appointments in clean
11 and appropriate clothing. Shorts, cut-offs, midriff tops, bare feet and flip flops are not acceptable
12 clothing. Any clothing with drug or alcohol slogans is absolutely prohibited. Further, any clothing
13 with inappropriate sex slogans or deemed inappropriate by the DUI Court Judge or team is also
14 prohibited.
- 15 11. I will not use or possess any alcohol or non-prescribed controlled substances. I will request,
16 whenever possible, that any medication prescribed by a licensed physician for me be non-narcotic
17 and to obtain approval from the treatment agency or case manager for any over-the-counter or
18 prescribed medication prior to using such medication. I also understand and agree that I will not
19 use marijuana, prescribed or not, while in the DUI Court program.
- 20 12. I understand that as a condition of this program that I must live in a clean and sober environment. I
21 understand that I may be required to move into clean and sober housing as a condition of my
22 participation in this court.
- 23 13. I will not associate with or be in the proximity of any person using or possessing alcohol or any
24 controlled substance. This includes not working with any law enforcement agency on drug cases or
25 other such cooperation which may involve contact with illegal drugs and others using and
26 possessing drugs or alcohol.
- 27 14. I understand that there will be regular and frequent random urinalysis tests and other use tests
28 during the DUI Court. I agree to submit to urine, breath, oral swab, or other drug use screening
29 tests whenever requested to do so by the treatment provider, the DUI Court Judge, or any
30 authorized DUI Court agency or officer. Tests can occur at any time.

31 I understand that a missed test may be considered a failed test for drugs. I understand that any
32 attempt to adulterate or falsify a urine test will be considered a failed test.

33 I agree that the DUI Court will rely on the chemical test results obtained in the manner that has
34 been approved by the court. If I dispute the results of the chemical test, I may request a further
confirming test of the original sample provided; however, if I test positive on the confirming test, I
will be obligated to pay the cost of the test and may be terminated from DUI Court based on my
failure to be honest with the court about my alcohol and/or drug use. Chemical test results from
testing methods other than those specifically approved by the DUI Court will not be recognized by
the DUI Court in determining whether a violation occurred.

1 I understand and agree that drug and alcohol testing results in DUI Court may be used by the DUI
2 Court Judge and DUI Court team members to evaluate my progress in DUI Court and failed tests
3 will be the basis for a sanction, up to and including termination from DUI Court. I understand that
4 they will not be used as evidence of a new crime, a violation of probation or in any other manner
5 inconsistent with DUI Court goals.

6 15. I understand and agree that as a condition of participation in DUI court I give up certain rights I
7 enjoy under the 4th amendment of the U.S. Constitution and Article I, Section 7, of the Washington
8 State Constitution relating to warrantless searches of my person, property, location, place of
9 residence, vehicle, personal effects, or any other place or object in which I claim a right or interest. I
10 understand that my residence will be subject to unannounced home visits by the DUI Court
11 designee(s) and that a walkthrough of my home may be conducted by said designee(s) to ensure
12 compliance with program requirements. Searches of my person, property, location, vehicle,
13 residence, or personal effects are subject to warrantless search if I am suspected of violating
14 program requirements and the search is likely to yield evidence of the suspected violation. I
15 understand that if I am required to carry a portable breath test device, this device will report GPS
16 location information to the DUI Court program. I also understand evidence seized under this
17 provision is admissible as evidence in any proceeding, whether or not the proceeding involves the
18 offense with which the search was originally made.

19 16. I will reside in Yakima County and understand that I am prohibited from leaving Yakima County for
20 any reason, including day trips, without arranging for permission in advance from my DUI Court
21 treatment provider and/or the DUI Court Judge. I will immediately advise the DUI Court probation
22 officer of any proposed or actual change of residence or phone number, including any
23 disconnection of phone service. I also agree to have voicemail set up on my phone and to be
24 accessible by team members at any time.

25 17. I understand that I may be required by the DUI Court Judge to actively seek and maintain
26 employment or employment training or fulltime education or fulltime homemaking for children. I
27 agree to tell my employer that I am a participant in the DUI Court and to tell them that members
28 of the DUI Court team may contact them. I will immediately advise my DUI Court treatment
29 provider and case manager of any change in employment.

30 18. I understand that if I do not have a high school diploma or GED at the time of entry into the DUI
31 Court that I may be required by the DUI Court Judge to participate in educational programs to
32 obtain a GED or ESL equivalent as a condition of my graduation.

33 19. I understand that if my license is suspended, I must actively participate in steps to getting my
34 driver's license reinstated.

20. I understand and agree that a part of the DUI Court includes the use of sanctions by the Judge for
non-compliance, including any failure to abide by any treatment program rule, any positive drug and
alcohol test, any missed treatment session or Court hearing, any new violation of the law, or any
failure to abide by any other term or condition the "*DUI Court Contract*" or court order. Examples
of types of sanctions are day detention, work crew, writing essays, additional court attendance,
phase changes, performance of community service, confinement in jail or termination from DUI

1 Court and prosecution of the case and alcohol monitoring bracelet or portable breath test device,
2 which may have GPS capability. Sanctions will be imposed at the discretion of the DUI Court
3 Judge during DUI Court appearances.

4 21. Arrests for new violations of law will be handled outside of DUI Court but will also be immediately
5 considered by the DUI Court Judge to evaluate my participation in DUI Court and as the basis for
6 any sanction, including termination from DUI Court.

7 22. I have read, understand and signed the "*Consent for Disclosure of Confidential Substance Abuse*
8 *Information: DUI Court*" which was previously filed, or which accompanies this DUI Court Contract.
9 I agree to sign other releases of confidentiality necessary to monitor my participation and progress
10 in DUI Court programs and to allow all DUI Court team members or agencies to have and share
11 complete access to all diagnostic and treatment information, all medical, mental health and other
12 counseling records, all educational records, and all employment records and information. I
13 understand that this information is only available to DUI Court team members and that they cannot
14 use any such confidential or medical treatment information for any purpose other than DUI Court
15 except as otherwise stated in the DUI Court Stipulation and Waiver Agreement and/or the Informed
16 Consent and Authorization for Release of Information. If I withdraw any release or consent for DUI
17 Court purposes, I understand that I will be terminated from the DUI Court.

18 23. The Statement of Defendant on Plea of Guilty and any addendum(s) is incorporated herein by
19 reference.

20 I have read or have had read to me this DUI Court Contract. I understand it and offer it in support of my
21 request to enter DUI Court. I have made this decision freely and voluntarily. No one has threatened
22 me or promised me anything other than what is set out in this Contract and the Stipulation and Waiver
23 Agreement.

24 _____
25 Defendant

26 The DUI Court Contract has been [] read in full by the defendant [] read to the defendant by myself
27 or the interpreter. I have reviewed and discussed and discussed the above provisions with the
28 defendant and believe that he/she is competent and understands them.

29 _____
30 Counsel for Defendant, WSBA #

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The above DUI Court Contract is found to have been entered knowingly and voluntarily by the defendant and is APPROVED.

DATED this _____ day of _____, _____.

JUDGE

Approved for Entry:

Deputy Prosecuting Attorney, WSBA # _____

Interpreter's Certification

I am a certified interpreter or have been found otherwise qualified by the court to interpret in the _____ language which the defendant understands, and I have translated this entire document for the defendant from English into that language. The defendant has acknowledged his/her understanding of both the translation and the subject matter of this document. I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Date and Place Signed

Interpreter