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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 any in order to successfully complete and graduate from DUI Court. If I am  
19 terminated from DUI Court, the amount of the DUI Court fee and any costs incurred as a result of  
20 my participation in the program and required to be paid at the time of termination remains payable  
21 to the Court. Payment of the DUI Court fee, restitution and/or costs incurred must occur according  
22 to the following schedule:  
23
  - Payment of no less than \$600.00 during phase 2, failure to pay the minimum of \$600.00 will  
24 prevent advancement to phase 3.
  - Payment of no less than \$600.00 during phase 3, failure to pay the minimum of \$600.00 will  
25 prevent advancement to phase 4.
  - Payment of the remaining balance during phase 4 and prior to graduation, failure to pay the  
26 entire balance owed will prevent you from graduating from the program.
- 27 2. I have reviewed the "*Yakima County DUI Court Participant Handbook*" and understand the DUI  
28 Court described in it, including philosophy of the DUI Court and my obligations and responsibilities  
29 as a participant. I agree to follow them as a participant in DUI Court, including any not specifically  
30 mentioned in this Contract.
- 31 3. I understand that the DUI Court is a minimum of eighteen months and may be longer. I understand  
32 that I must complete Phases 1, 2, 3 and 4 all of which have been explained to me, before I can  
33 graduate from the DUI Court.
- 34 4. I will fully cooperate in and satisfactorily complete all treatment assessments administered by the  
treatment provider for the development of a substance abuse treatment plan.

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

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

8 I understand and agree that urinalysis results in DUI Court may be used by the DUI Court Judge  
9 and DUI Court team members to evaluate my progress in DUI Court and failed tests will be the  
10 basis for a sanction, up to and including termination from DUI Court. I understand that they will not  
11 be used as evidence of a new crime, a violation of probation or in any other manner inconsistent  
12 with DUI Court goals unless I voluntarily sign a separate waiver and authorization of such  
13 information to another supervising court or agency, in which case the terms of that release and  
14 authorization will control.

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

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

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

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

1 18. I understand and agree that a part of the DUI Court includes the use of sanctions by the Judge for  
2 non-compliance, including any failure to abide by any treatment program rule, any positive  
3 urinalysis test, any missed treatment session or Court hearing, any new violation of the law, or any  
4 failure to abide by any other term or condition the "DUI Court Contract" or court order. Examples  
5 of types of sanctions are day detention, work crew, writing essays, additional court attendance,  
6 phase changes, performance of community service, confinement in jail or termination from DUI  
7 Court and prosecution of the case and alcohol monitoring bracelet or portable breath test device,  
8 which may have GPS capability. Sanctions will be imposed at the discretion of the DUI Court  
9 Judge during DUI Court appearances.

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

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

24 21. I understand that if I voluntarily sign a separate waiver and authorization of DUI Court information  
25 to another supervising court or agency, the terms of that release and authorization will control.  
26 I understand I may limit any such release of DUI Court information to my progress in DUI Court  
27 and/ or urinalysis results. I should only sign any such release after conferring with my attorney or  
28 the DUI Court Defender.

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

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

\_\_\_\_\_

Defendant

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

Counsel for Defendant, WSBA #

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