

IN THE DISTRICT COURT OF THE SECOND JUDICIAL DISTRICT  
IN AND FOR THE COUNTY OF NEZ PERCE

|                 |   |                           |
|-----------------|---|---------------------------|
| STATE OF IDAHO, | ) |                           |
|                 | ) |                           |
| Plaintiff,      | ) | CASE NO. CR               |
|                 | ) |                           |
| vs.             | ) | APPLICATION AND AGREEMENT |
|                 | ) | FOR DUI COURT ADMISSION   |
| ,)              | ) |                           |
|                 | ) |                           |
| Defendant.      | ) |                           |
| _____           | ) |                           |

APPLICATION & AGREEMENT TO PARTICIPATE  
IN THE NEZ PERCE COUNTY DUI COURT

I hereby apply for admission into the Second Judicial District Court DUI (Driving Under the Influence) COURT program.

I have been charged with and have pleaded guilty to operating a motor vehicle while under the influence of alcohol, drugs or other intoxicating substances, and I have an alcohol and/or drug problem. I desire to retain or regain driving privileges in the State of Idaho.

I further understand that if admitted to the Nez Perce County DUI Court I must comply with the following:

- A. Complete all evaluations, including an alcohol/drug screening, as required by the DUI court team.
- B. Report on a weekly basis to my coordinator and/or probation officer regarding treatment and alcohol use.
- C. Perform random alcohol/drug testing.
- D. Participate in alcohol/drug treatment as required.
- E. Participate in counseling classes, as required.
- F. Attend all doctor appointments and take medications, as prescribed if any.
- G. Appear in court for all scheduled hearings.
- H. Attend Alcoholics Anonymous and/or Narcotics Anonymous meetings as directed by the court, including at least one meeting per day in my first thirty (30) days in DUI Court.

DUI Court representatives will review my application, my prior criminal record, if any, the results of the alcohol/drug assessment, and any other evaluations. Admission into the Nez Perce County DUI Court program will be at the sole discretion of the DUI Court team.

IF ACCEPTED INTO THE DUI COURT PROGRAM, I AGREE TO COMPLY WITH THE FOLLOWING CONDITIONS OF ADMISSION:

I will authorize release of all information and records, pertaining to my criminal history if any, and my mental and physical health, counseling and treatment records to the DUI Court team which may include, but not be limited to, my attorney, the prosecuting attorney, the DUI Court judge, a representative of probation, the Department of Health and Welfare, designated mental health personnel, and other DUI Court team members and treatment providers. The team will use this information confidentially to determine my level of compliance with the DUI Court program, to modify my release conditions and/or to decide to sanction me or terminate my participation in the program, and my probation officer if any, can use the information to modify, violate or revoke my probation. The information will not be used by the prosecuting attorney for the prosecution of a new crime.

*(Initial each applicable statement after you have read it or it has been read to you)*

1. \_\_\_ I will comply with all requirements listed in the above application.
2. \_\_\_ I want a Public Defender. \_\_\_ I waive my right to an attorney.  
\_\_\_ My attorney is \_\_\_\_\_.
3. \_\_\_ I have an alcohol and/or drug problem and I need help. I voluntarily agree to participate in and successfully complete the Nez Perce County DUI Court consisting of four (4) phases will take from sixteen (16) to twenty (20) months to successfully complete. I understand that this is a zero tolerance DUI Court and the Judge expects me to complete it successfully and graduate.
4. \_\_\_ I will appear on time and dressed appropriately for court on all scheduled court dates. I will see my coordinator and/or probation officer and other DUI Court Team members on time for all appointments as directed.
5. \_\_\_ I agree to attend, participate in and complete treatment, therapy, counseling, educational and other requirements of the DUI Court, probation agreement, treatment providers or counselors.
6. \_\_\_ I will submit to alcohol and/or drug testing as often as directed by the coordinator, probation officer, treatment providers or by the Judge. If I miss a test or try to dilute or alter the specimen, it will be considered a positive (dirty) test and will result in sanctions. I understand that sanctions may include time in custody, increased

treatment sessions, increased testing, community service and such other sanctions as may be deemed appropriate by the DUI treatment court team. A list of sanctions is attached to this agreement.

7. \_\_\_ If I am taking any over-the-counter or prescription medications, I must immediately notify my coordinator or probation officer, and treatment provider and provide verification of a prescription, including the prescribed dosage. I will only take the recommended dosage of any prescription medication. I have received a list of medications and substances that will show as a positive test for illicit substances and I understand I cannot take these medications or substances while in DUI Court. I will present my DUI Court medical information card to any medical care provider that I see while I am in DUI Court. Should a medical condition require that I take narcotic medication, I may have my sober/clean time suspended until I am no longer taking or am no longer affected by the narcotic medication.

8. \_\_\_ The DUI Court team will confidentially discuss my case and my progress. During DUI Court, I will hear confidential information. I promise to respect and protect the confidentiality rights of others and not discuss this information with non-DUI Court members.

9. \_\_\_ I voluntarily waive my rights to separate notice and hearing and right to appeal on civil contempt for any violation of this Agreement or the Judge's orders in the DUI Court. I understand the Judge will give me an opportunity in DUI Court to explain a violation before ordering any sanction unless I am immediately incarcerated for using drugs or alcohol.

10. \_\_\_ The Judge in this case, after review, will sign and enter this contract as a Court Order. I understand that any violation of the Judge's orders, drug court rules, the Case Plan, any probation agreement, or any law, including without limitation, having a dirty UA or failing a breathalyzer test, manipulation of alcohol or drug tests, missing appointments, noncompliance with treatment directives, or any other violation of the Judge's orders, can result in the Judge sentencing me to jail as a sanction for each violation and/or ordering me to serve any discretionary or suspended jail time I may have in any criminal cases. My violations could also become a basis for violation or revocation of probation.

11. \_\_\_ If on probation I will comply with all conditions of probation and my probation agreement. My probation officer may ask the Court for revocation of my probation for any violation of my probation agreement or the DUI court judge's orders, including use of alcohol, illegal drugs or substances banned by DUI Court. I have reviewed those terms and conditions which are attached to this contract.

12. \_\_\_ I will be responsible for my own transportation and will appear **ON TIME** for all DUI treatment court sessions, counseling sessions and meetings as required. Lack of transportation is **NOT** an acceptable excuse to miss or be late for any DUI treatment or DUI Court related activity.

13. \_\_\_ I understand that the priority of the Nez Perce County DUI Court is to protect and act in the best interests, safety and welfare of the citizens of this community and me. The Judge and the DUI Court Team will attempt to help me to control my alcohol or drug problem, and comply with the terms of my DUI Court contract.

14. \_\_\_ I understand that I will be immediately expelled from DUI court for drinking and driving.

15. \_\_\_ Disposition after successful completion of DUI Court in this matter will be the dismissal or reduction of the charge which makes me eligible for DUI Court.

16. \_\_\_ If I want to retain or regain driving privileges in the State of Idaho. I must show that:

A. I am staying sober and drug-free; I have completed all treatment and am continuing in after-care; and I can operate a motor vehicle safely and responsibly and am not otherwise prohibited from driving.

B. I am obeying all orders of the DUI Court, and I have completed my treatment plan including such phases as directed by the court, and I have fully complied with this agreement.

C. I understand that my driving privileges will be suspended for one year, the first forty-five days of which shall be absolute and that thereafter, I may apply for a restricted permit to drive. The granting of the restricted permit is within the discretion of the court and should such license be granted, I will be required to have an interlock device on any vehicle that I drive. I will abide by the terms and conditions of any suspension of my driving privileges and any restricted permit.

D. If a restricted permit to drive is granted by the Court, I understand and agree that I will only drive to and from the locations designated on the permit. I understand that to mean that I am not permitted to stop at any location in between unless there is an emergency. Should there be an emergency, I will immediately report that incident to my probation officer.

17. \_\_\_ I agree to pay DUI Court fees and probation supervision fees at the current rate and I understand that those fees are subject to change during my DUI Court participation. I also understand that I am responsible for the cost of treatment which shall be paid directly to the treatment provider. All fees and treatment costs are to be paid on a bi-weekly or monthly basis and I understand that I will not be promoted or graduated until my fees, court costs and any applicable restitution are paid in full.

18. \_\_\_ This Agreement is made subject to the rules and policies of the Nez Perce County DUI Court of the Second Judicial District of the State of Idaho, on file in the Nez Perce County Courthouse. I hereby declare that I have read carefully this

Agreement, or had it read to me, that I understand it, that I agree to all of its provisions, and, that I voluntarily sign my name below in the presence of the Court and acknowledge receiving a copy thereof.

19. \_\_\_I understand that in order to graduate, I must be sober and drug free for at least thirteen (13) months, no exceptions. If I relapse, I understand that my sober and drug free time will restart at zero (0) and I will not graduate until I have attained at least thirteen (13) months of continuous sobriety.

DUI Court Participant \_\_\_\_\_ Date \_\_\_\_\_

Date of Birth\_\_\_\_\_ Driver's License No. \_\_\_\_\_

My attorney (if any) \_\_\_\_\_ Date \_\_\_\_\_

Probation Officer \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_THE COURT ACCEPTS THIS APPLICATION AND AGREEMENT AND HEREBY MAKES IT AN ORDER OF THE NEZ PERCE COUNTY DUI COURT.

\_\_\_THE COURT DENIES THIS APPLICATION.

Dated this \_\_\_ day of \_\_\_\_\_ 20\_\_\_.

\_\_\_\_\_  
Judge

| Violations / Behaviors:              | Sanctions include but not limited to:  |
|--------------------------------------|--|
| Missed drug / alcohol tests          | <ul style="list-style-type: none"> <li>* Community Service</li> <li>* Increased drug / alcohol testing</li> <li>* Electronic Monitoring</li> <li>* Jail</li> </ul>   |
| Tampering with drug / alcohol tests  | <ul style="list-style-type: none"> <li>* Increased D&amp;A testing</li> <li>* Community Service</li> <li>* Jail</li> <li>* Possible Termination</li> </ul>   |
| UA/BAC positive for drugs or alcohol | <ul style="list-style-type: none"> <li>* Increased drug / alcohol testing</li> <li>* Increased support meetings</li> <li>* Increased treatment</li> <li>* Treatment phase adjustment</li> <li>* Writing assignments / journaling</li> <li>* Immediate arrest / jail sentence up to three days</li> </ul> |
| Missed meeting with probation        | <ul style="list-style-type: none"> <li>* Add or adjust curfew</li> <li>* Community Service</li> <li>* Phase adjustment</li> <li>* Jail</li> </ul>  |
| Missed treatment meetings            | <ul style="list-style-type: none"> <li>* Increased treatment</li> <li>* Increased support meetings</li> <li>* Phase re-adjustment</li> <li>* Community service</li> <li>* Writing assignments / journaling</li> <li>* Jail</li> <li>* Possible termination</li> </ul>                                    |
| Missed support groups                | <ul style="list-style-type: none"> <li>* Electronic home monitoring</li> <li>* Make up meetings</li> <li>* Adjust curfew</li> <li>* Jail</li> </ul>  |
| Inappropriate behavior at treatment  | <ul style="list-style-type: none"> <li>* Community Service</li> <li>* Written apology</li> <li>* Jail</li> <li>* Possible termination</li> </ul>   |
| Confessing to use / relapse          | <ul style="list-style-type: none"> <li>* Written assignments / journaling</li> <li>* Adjustment of treatment</li> <li>* Jail</li> </ul>  |

|  |   |
|--|---|
| Curfew Violation                               | * Community service<br>* Electronic home monitoring<br>* Jail                                 |
| Driving without privileges                     | * Fines<br>* Electronic home monitoring<br>* Curfew<br>* Jail<br>Possible termination         |
| Other new arrest / offense                     | * Fines<br>* Community service<br>* Electronic monitoring<br>* Jail<br>* Possible Termination |
| New arrest for impaired driving                | * Termination   |
| Leave residential treatment without permission | * Warrant issues for arrest<br>* Phase adjustment<br>* Jail<br>* Termination                  |
| Missed DUI Court appearance                    | * Warrant issues for arrest<br>* Jail<br>* Possible termination                               |
| Forging support group attendance cards         | * Jail<br>* Possible termination  |

DUI COURT PROBATION TERMS AND CONDITIONS

◇ I understand that I am on supervised probation as a condition of DUI Court and that supervised probation is a freedom and alternative to incarceration and additional penalties.

◇ I agree to be directed and supervised by Court Services Officers from Nez Perce County Court Services.

◇ I understand that I am responsible for my success or failure and to be successful requires full ownership of all my choices, a willingness to do right, acceptance of help, and commitment.

◇ I understand and agree to the following terms:

**Initials                      Conditions of DUI Court Supervision**

- \_\_\_\_\_ 1. I understand that I am required to obey all laws whether Federal, State, or Local.
- \_\_\_\_\_ 2. I shall not change my residence without first notifying my Court Services Officer.
- \_\_\_\_\_ 3. I shall report regularly in person, by phone, or in writing as required by my Court Services Officer.
- \_\_\_\_\_ 4. I shall not evade supervision. I understand that home, employment, school, and field visits are a necessary part of probation and that failure to cooperate or to allow entry is considered a probation violation.
- \_\_\_\_\_ 5. I shall not bring any weapons onto the Court Services office premises at any time.
- \_\_\_\_\_ 6. I shall report **ANY** contact I have with Law Enforcement to my Court Services Officer within twenty-four (24) hours of said incident. This includes all infraction, misdemeanor, and felony crimes whether I am present, questioned, involved, or arrested for said crime or incident.
- \_\_\_\_\_ 7. I shall not make false statements to my Court Services Officer which I know to be false.
- \_\_\_\_\_ 8. I shall be responsible for payment of DUIC Court fees to be collected by District Court.
- \_\_\_\_\_ 9. I understand that I am to obey any and all terms set forth by the DUIC Court.
- \_\_\_\_\_ 10. I understand that noncompliance with any term or condition may result in immediate sanctions, dismissal from the DUI Court program, a probation violation, or return to disposition on the DUI or other diverted charges.

- \_\_\_\_\_ 11. I shall not use or possess any illegal controlled substances or mind altering drugs without a prescription from a doctor. Further, a special card is provided to me in the welcome packet to notify any physician I see that I am enrolled in an addiction program. This card must be presented to all treating physicians for their consideration in prescribing pain medications or other controlled substances. Written documentation of all prescriptions must be presented to the Court Services Officer and the treatment counselor immediately upon receipt.
- \_\_\_\_\_ 12. I shall be responsible for a twenty-five (\$25) dollar monthly supervision fee payable at District Court.
- \_\_\_\_\_ 13. Non-payment of fines, costs, fees, by the deadlines could result in civil orders, collections, bench warrants, extended probation or other Court sanctions. In addition, phase advancements or graduation from DUI Court may be delayed for non-payment of financial obligations to District Court and to the Court Services department.
- \_\_\_\_\_ 14. I shall maintain verifiable employment at all times or be actively searching for employment (unless disabled or retired, or with the permission of the DUIC Court team). Attending school full-time or a combination of work and school may substitute for this requirement. I may be referred to Job Service or Vocational Rehabilitation at the discretion of the DUI Court team.
- \_\_\_\_\_ 15. I may be asked to disclose financial documentation of income and expenses at the discretion of the Court Services Officer.
- \_\_\_\_\_ 16. I agree to complete any treatment program or requirement set forth by the DUI Court or counselor. I shall accept any recommended changes or adjustments deemed necessary by the DUI Court team or counselor. Further, I shall attend community support groups as ordered and provide proof to the Court Services Officer and the Court.
- \_\_\_\_\_ 17. I shall notify my Court Services Officer of any firearms that are kept in my residence or in my possession. I shall not possess or keep firearms or ammunition in my residence, including the garage and outbuildings as long as I am a participant in the Nez Perce County DUI Court.
- \_\_\_\_\_ 18. I shall not purchase, possess, transport or consume alcoholic beverages, and enter no business establishment whose main purpose is the sale of alcoholic beverages. **I will keep my residence alcohol free.**
- \_\_\_\_\_ 19. I shall voluntarily submit to random evidentiary testing as directed, for the presence of drugs or alcohol, with or without probable cause. I will agree to and will sign the drug testing information form.

- \_\_\_\_\_ 20. I shall voluntarily submit to reasonable random search and seizure of my residence, vehicles and personal property under my control, at the discretion of the Court Services Officer.
- \_\_\_\_\_ 21. If ordered to complete community service hours, I agree to pay \$0.60 per hour workers compensation to the Court **prior** to beginning said community service hours. I agree not to perform community service hours before the workers compensation is paid, and I further agree that I may only perform community service hours at sites that are **approved in advance** by the Court Services Officer.
- \_\_\_\_\_ 22. The DUI Court team or the Court Services Officer has the discretion to impose Electronic home monitoring. If ordered, I shall be responsible for the setup fee and daily rates payable to the probation department.
- \_\_\_\_\_ 23. Victim restitution, if any, shall be paid to the Court as directed.
- \_\_\_\_\_ 24. Under conditions stipulated by the Court, the Court Services Officer may have the discretion to serve an Agent's Warrant and take me into custody where I shall remain until seen by the DUI Court Judge.
- \_\_\_\_\_ 25. I may request a re-confirmation of any positive urine drug test but will be responsible for the cost. In addition, if EtG alcohol urine tests are implemented, I agree to pay the cost of such test.
- \_\_\_\_\_ 26. I shall be responsible for the cost of any additional services ordered by the Court to include Ignition Interlock and various devices for electronic home monitoring for alcohol detection.
- \_\_\_\_\_ 27. I agree to comply with any curfew ordered by the Court. Failure to do so may result in sanctions. **Phase I curfew is 10:00 p.m.; Phase II curfew is 11:00 p.m.; Phase III curfew is 12:00 a.m.** The DUI Court team may adjust these times to respond to violations. Any exceptions to these times must be **pre-approved** by the Court Services Officer or the DUI Court team.
- \_\_\_\_\_ 28. I agree not to enter casinos or any business establishment whose main purpose is gambling.
- \_\_\_\_\_ 29. DUI Court clients are forbidden from working in establishments whose main purpose is the sale and serving of alcoholic beverages. Members of DUI Court must engage in a verifiable job search until other suitable employment is secured. A time limit for securing new employment may be set at the discretion of the DUI Court team. Any deviation from this requirement must be approved by the Court and the DUI Court team.