

MONTANA THIRTEENTH JUDICIAL DISTRICT COURT, YELLOWSTONE COUNTY

STATE OF MONTANA,) Date: _____
)
 Plaintiff.)
)
) Court of Original Jurisdiction, Judge, and
) Docket No.: _____
 vs.)
)
) Judge Mary Jane McCalla Knisely
 _____)
 Participant/Defendant)
) **IMPAIRED DRIVING COURT CONTRACT**
 _____)
)

This Contract is made and entered into on this date by and between _____, hereinafter referred to as "I", and the Impaired Driving Court Treatment Team, hereinafter referred to as the "Impaired Driving Court." By initialing each paragraph below, I acknowledge that I have read the paragraph and understand its contents.

If you come into the program, the Impaired Driving Court agrees to the following:

1. _____ The program is a voluntary program and your participation is voluntary. The Court will allow you to exit at anytime if you should choose to do so. If you choose to leave the program, then the prosecutor may restore the original charges against you or file a revocation, or the Department of Corrections may file a Report of Violation. This Court will report to your Court of original jurisdiction or your Probation Officer, that you have exited the Court, or you were terminated from the Court; and you could be revoked and re-sentenced by the court in which your case originated as a result.
2. _____ The Impaired Driving Court team meets weekly to determine your progress or lack of progress, the team will recommend incentives and sanctions for you.
3. _____ The court may grant reasonable legal incentives, which could include but are not limited to:
 - a. Less fees;
 - b. Closing the underlying cases;
 - c. Less drug and alcohol testing;
 - d. Less contact with a probation officer; or
 - e. Less court appearances.
4. _____ The court may impose reasonable legal sanctions, which could include but are not limited to:
 - a. Fines;
 - b. Longer time in program;
 - c. House Arrest;
 - d. Impose curfew;
 - e. Short-term jail sanction;
 - f. Dismissed from program; or
 - g. Contempt of court.
5. _____ You can be terminated from the program for any violation of this contract. If terminated, the prosecutor may restore the original charges or file a revocation and you may be resentenced by the court in which your case originated.

6. _____ The team will keep all information about you confidential.
7. _____ The Impaired Driving Court Program is projected to be completed by you within a twelve (12) to eighteen (18) month period, however individual treatment progress may vary and/or be extended as the Court and the Team deem necessary; this may even include an aftercare period.
8. _____ You will be represented by an attorney upon your entrance into the Court even if you had a private attorney before coming into the program. While in the Court, you will be represented by an attorney appointed/assigned to represent all participants in this Court.
9. _____ You will be supervised by a Probation and Parole Officer at the Department of Corrections or you will be supervised by a Probation Officer at Community Solutions, Inc.
10. _____ You will be provided chemical dependency treatment at the appropriate level of care as determined by the Impaired Driving Court Team.
11. _____ You will have a case manager to assist you with life skills and pro-social behaviors.
12. _____ You will graduate from the Impaired Driving Court if all requirements are met and this Court will notify your original sentencing Court or the Department of Corrections of your successful completion and graduation.

If I am admitted to the program, I agree to the following and waive the rights listed below:

1. _____ I will report as directed by the Court. I will be on time and keep all appointments for:
 - a. Court
 - b. Treatment
 - c. SCRAM Compliance Officer
 - d. Probation Officer
 - e. Drug Testing
 - f. Case Management
 - g. Classes
 - h. Support Groups
 - i. All other appointments ordered by the Court.
2. _____ I will pay any fees or restitution including the weekly Impaired Driving Court fee, which helps pay for probation, treatment, and other services.
3. _____ I will complete ACT and be on SCRAM for at a minimum of 90 to 180 days of DUI Court.
4. _____ I will take my medication as prescribed. I will not discontinue medication without permission of the prescribing doctor. I understand some prescription medication will not be approved for Impaired Driving Court and I will be responsible to find an alternative medication.
5. _____ I will not use marijuana, nor will I attempt to obtain a medical marijuana card while I am in the Impaired Driving Court. I will forfeit any prescription I have for marijuana, or destroy my card in order to participate in the Impaired Driving Court.
6. _____ I will sign all authorizations for the release of information needed by the Court, treatment providers, and other resource providers. If I choose not to sign the authorizations, I may not be able to take part in the Impaired Driving Court. (Compliance with CFR42-2.)
7. _____ I understand that information shared in Team meetings, including drug testing results, will be held in strict confidence and may be used in determining my continued suitability for the

program, but may not be used for purposes of criminal prosecution. (Law enforcement personnel will inform the Team of any law enforcement contact I may have during my tenure in this program.)

8. _____ I understand that my chemical dependency treatment records are confidential and protected from disclosure by Federal regulation (42 CFR) and may not be disclosed by Team members to any other entity. (I do understand that Team members are obligated to report child abuse or neglect, danger to self or others and in such matters, and may be required to disclose information to the proper authorities in cases of medical necessity.)
9. _____ I understand that I will hear confidential information regarding other Court participants during Court hearings and that this information is not to be disclosed or discussed with individuals outside the Treatment Court. I further understand that disclosing confidential treatment information is subject to civil and criminal penalties under State and Federal law and is grounds for termination from the Impaired Driving Court Program.
10. _____ I understand that I may revoke my consent for the disclosure of my records at any time, except to the extent that action has been taken in reliance upon it, and that this consent will expire automatically upon my termination or graduation from the program. Should I revoke this consent before my termination from or graduation of the program, revocation of my consent will result in my immediate termination from the Impaired Driving Court.
11. _____ I will abide by the terms and conditions of my suspended/deferred sentence and/or the terms and conditions of my conditional release/parole as a part of my participation in the Impaired Driving Court.
12. _____ I will not leave Yellowstone County without permission from the Court and a travel permit from my probation officer.
13. _____ My probation officer will come to my home and visit. If there is a reasonable suspicion of illegal activity, the probation officer will search me, my vehicle, any property under my control, or my residence. If I deny any search, I could be sanctioned immediately by the Department of Corrections, or terminated from the program. The probation officer can direct law enforcement to conduct a search.
14. _____ I will obey all city, state, and federal laws including the Controlled Substances Act. If I take part in any criminal act, I may be terminated from the Impaired Driving Court. I will tell my probation officer immediately if I have law enforcement contact.
15. _____ I will not use or possess any illegal drug, prescription drug without a prescription, or alcohol. I will submit to drug and alcohol testing on a regular basis. If I do use mood-altering substances, I will tell my probation officer within 24 hours of using and/or disclose before testing. If I failed either, I will pay the additional costs to confirm testing.
16. _____ I will not tamper, dilute, or falsify a urine test. If I fail to provide a urine sample or a sample of enough quantity by the designated time, it will be treated as positive drug or alcohol test.
17. _____ I am responsible for knowing what causes a positive on drug and alcohol tests and avoiding those items including but not limited to over the counter medications, personal hygiene products, and food items.

18. _____ I will not associate with anyone who uses mood-altering substances. Furthermore, I will not associate with those set forth by the Sentencing Court, the Department of Corrections and or the Montana Board of Pardons and Parole. I will not go into bars or casinos.
19. _____ I will tell the probation officer and the Impaired Driving Court Coordinator when I change my address, phone number, or employment. I will comply with all rules of my probationary sentence.
20. _____ I will not own or carry weapons of any kind. I will not be in a vehicle containing any weapon. I will not commit or threaten to commit any acts of violence.
21. _____ I will follow any rehabilitation, educational, vocational, medical, psychiatric, or substance abuse treatment assigned by the court.
22. _____ I will work or be involved in an education program unless excused by the team.
23. _____ I understand that immediate action may take place by the Department of Corrections or my misdemeanor probation officer if I:
 - Do not keep an appointment ordered by the court (if unexcused);
 - Do not participate in treatment;
 - Test positive on drug or alcohol testing; or
 - Violate court orders or break the law.
24. _____ If I commit a violation of this contract that justifies my arrest, the Judge may order an arrest warrant, establish bond, or issue an order for show cause.
25. _____ When I am in the court room or meeting with my treatment providers, probation officers, or any other team member:
 - I will dress appropriately according to program rules;
 - I will not talk or disrupt Court proceedings;
 - I will not bring my cell phone to the Courtroom;
 - I will not bring food or drink into the Courtroom;
 - I will stay until the Judge dismisses me;
 - I will not use profanity;
 - I will be on time; and,
 - I will be courteous and respectful.
26. _____ I will be supervised by the Impaired Driving Court Program until Graduation or until further ordered by the Court. I understand and agree that I will acquiesce to an extension of jurisdiction by my sentencing Court, in order to allow enough time for me to complete this contract and graduate from the program.
27. _____ I understand that throughout the term of this Contract, the Impaired Driving Court Judge will have personal knowledge of my compliance and I hereby waive any right to disqualify or request recusal of the Judge, including disqualification for cause, based on the Judge's personal knowledge, if such knowledge was provided by the Team.
28. _____ This Contract constitutes the entire and only agreement I have with the Impaired Driving Court and I have no other deals, bargains, promises or understandings, whether written or verbal, which may alter this agreement.

I understand that I am charged with the offense or the probation violation of:

(1) _____

(2) _____

_____ In addition to the above conditions, I understand that the sentence from my original Court of jurisdiction, and/or the Department of Corrections agreement not to seek revocation of my conditional release or probation, is dependent upon my successful completion of the Impaired Driving Court and I fully understand that I may face revocation of my sentence, conditional release, or probationary period should I fail to graduate from the Court.

I have read this entire Contract, initialed each paragraph, indicating my understanding of its contents and have discussed it fully with my attorney. I fully understand the terms of this Contract and what is expected of me. I freely and voluntarily agree to abide by all of the terms and conditions of this Contract and understand the consequences of my failure to do so. I represent that at the time of execution of this document, I am not under the influence of alcohol or any other drug.

Participant/Date

_____, Impaired Driving Court attorney for _____, have fully advised him/her of all of the terms of this Contract and to the best of my knowledge, I believe that he/she is entering into this contract freely and that no improper promises, threats or other inducements have been made to him/her.

Attorney for Participant/Date

Prosecutor/Date

ORDER

The conditions and Contract above are hereby Ordered in these matters:

Dated this ___ day _____, 20____.

Impaired Driving Court Judge

cc: Prosecutor, Defense Atty, Probation Officer, Treatment, Coordinator, Participant