

**IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF KOOTENAI**

STATE OF IDAHO,	)	
	)	
Plaintiff,	)	Case No. CR
	)	
vs.	)	
	)	<b>DUI Sentencing and</b>
NAME,	)	<b>Rehabilitation Contract</b>
DOB:	)	
DL:	)	
Defendant	)	
_____	)	

This is a binding contract in the case of \_\_\_\_\_, Kootenai County case number CR \_\_\_\_\_. It is made between the Kootenai County DUI Court Judge, the prosecutor in the case, and the defendant.

As a participant in DUI Court, I agree to the following:

1. Plead guilty to:

- Excessive BAC DUI (I.C. §18-8004C (1).
- Second Offense DUI (I.C. §18-8004,05 (4).
- \_\_\_\_\_

You will complete the following jail sentence as indicated, with the time to be determined by the DUI Court Judge.

- Sixteen (16) days of jail, consisting of two (2) eight hour shifts on the Sheriff's Community Labor Program and fourteen (14) days of unscheduled jail time.
- Other: \_\_\_\_\_

You will start the program by attending the following number of community support meetings in the following number of days:

- 2 meetings per week.

When you begin Phase III you will be ordered to attend the following number of community support meetings in the following number of days:

- 30/30       60/60       90/90      Other: \_\_\_\_\_

**If you have a commercial driver's license, CDL, you will have a one-year suspension of your license upon completion of the DUI Court program.**

- If you are granted a DUI Court restricted permit, you are required to have the ignition interlock on your vehicle for the duration of the permit.
- 2. You agree to pay a monthly DUI Court participant fee of \$30.00 per month while you are in the program.
- 3. You agree to pay a co-payment of \$9.00 per test to the designated drug testing facility while you are in the program.
- 4. Fees may be raised or lowered at the discretion of the court based on funding sources. You will be notified in advance of any changes in the fees.
- 5. Cooperate and be truthful with the DUI Court evaluator and treatment counselors throughout the evaluation, treatment, and aftercare period.
- 6. Complete the comprehensive substance abuse evaluation (by an authorized DUI Court Evaluator) and Level of Service Inventory (LSI) Assessment (from Adult Misdemeanor Probation).
- 7. Sign and agree to the DUI Court Release of Information form.
- 8. You must not violate the law. Minor traffic infractions will not be considered a violation of this contract.
- 9. You must agree to be supervised by a Kootenai County Adult Misdemeanor Probation Officer, and to follow the rules and regulations of that supervision, including all terms of probation.
- 10. You must agree to receive all notices and documents about the DUI Court Program by mail at your home address or at your Post Office Box. This includes notices about DUI Court Hearings, reports about your performance in the program, and reports about violations of the program. You are agreeing that you do not have to be personally served these notices and documents. You agree to notify the Kootenai County Adult Misdemeanor Probation Office and the DUI Court of any changes in your address or telephone number within two court days of the change.
- 11. You must be a Kootenai County resident during the length of your contract.
- 12. Failure to complete the terms of your probation (such as the ignition interlock requirement) could result in your contract being lengthened, to allow for the additional time needed to complete these terms.

13. You must obtain six (6) consecutive months of sobriety prior to graduation. Failure to complete this term of the contract will result in your contract being lengthened, to allow for the additional time needed to complete this term of your contract.

14. The following additional conditions:

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15. You must attend a DUI Court Approved "Victim's Panel" during Phase III of the program. The date will be determined by DUI Court Staff.

16. You agree to waive your speedy trial rights for the duration of the contract.

17. You waive your right to withdraw your guilty plea.

18. You must agree to waive any right to an evidentiary hearing regarding any non-significant contract violations. The Judge decides whether a contract violation is a significant contract violation.

19. Once a significant violation is filed, you are subject to conditions of release.

20. You must agree not to consume alcohol, use controlled substances, or any substances your evaluator or rehabilitation program provider recommends that you not take. The DUI Court may modify this if a physician's recommendation is presented to the Court through the Kootenai County Probation Department.

21. You must agree to submit to the authority of the DUI Court Judge, as a condition of your release on your own recognizance. (This means release without any requirement to post bond).

**YOU MUST AGREE TO THE FOLLOWING TERMS OF PROBATION:**

**DEFENDANT SHALL REPORT** to the Kootenai County Adult Misdemeanor Probation Office @ 501 Government Way (PO Box 9000) Coeur d'Alene ID 83816-9000, (208) 446-1985, **WITHIN THREE (3) BUSINESS DAYS** of today's date in reference to this order.

\_\_\_\_ 1. **Probation Supervision fees shall be paid** by the defendant, in an amount set by the Judge, each month while under supervision. The first payment is due within thirty (30) days of this date and subsequent payments are due each following month. Fees are payable at the Probation Office, in the amount of \$60.00 per month unless otherwise ordered.

\_\_\_\_ 2. **Fully cooperate** and comply with the DUI Court and Probation Office, and follow any additional terms as they might reasonably require, and be honest and forthright concerning supervision.

\_\_\_\_\_3. **Not evade supervision**, notify the probation office within 48 hours of any address and telephone change, and advise the Probation Office within 24 hours of any law enforcement contact.

\_\_\_\_\_4. **Maintain verifiable, gainful employment** or participate in a vocations/educational program aimed at enhancing persona/community adjustment. A search for employment, if applicable, will be sought in full earnest.

\_\_\_\_\_5. **Submit readily to searches** of his/her person, residence and any property under his/her control, without a warrant, pursuant to probation supervision, at the request of the Probation Office.

\_\_\_\_\_6. **Abstain from using any alcoholic beverages.** You shall not be allowed to keep any alcoholic beverage(s) in your residence, or within your personal control.

\_\_\_\_\_7. **Not use or possess any illegal drug**, and readily submit to breath, urine or blood testing for the presence of drugs or alcohol, as requested by the Probation Office or law enforcement. Test samples shall not be altered/diluted in any way.

\_\_\_\_\_8. **Not be present in an establishment** where the primary business is the sale of alcohol and/or other places prohibited by the Probation Office.

\_\_\_\_\_9. **Complete a DUI Evaluation** and/or satisfactorily participate in and complete the recommended and approved treatment program on a schedule to be set by the Probation Office.

\_\_\_\_\_10. **Attend and satisfactorily complete** approved <sup>†</sup> Alcohol Drug and Information School and/or <sup>†</sup> Victims Panel and/or <sup>†</sup> Other: \_\_\_\_\_.

\_\_\_\_\_11. **Install and use an Ignition Interlock** device on any vehicle that is operated.

\_\_\_\_\_12. **Driving Privileges are suspended for** \_\_ days, commencing on \_\_\_\_\_.

\_\_\_\_\_13. **Restricted/Temporary privileges are granted commencing** \_\_\_\_\_.

\_\_\_\_\_14. **Other:** \_\_\_\_\_.

**This means that the DUI Court Judge may:**

- A. Order you to satisfy additional or different rehabilitation requirements.
- B. Order you to serve more jail days for certain program violations you have committed.
- C. Order you to not leave the area without prior approval from your probation officer, to prevent your treatment program and supervision from being compromised.
- D. Order you to undertake testing of your blood, breath, or urine, at your expense, to determine if you are violating any part of the Sentencing and Rehabilitation Contract.

- E. Order you not to consume alcohol, use controlled substances, or any substances your evaluator or rehabilitation program provider recommends that you not take. (Subject to a physician prescribing a required medication).
- F. Order that you be truthful about every part of your participation in the program.
- G. Order that you not take or purchase anything that may mask, alter, or conceal the results of any alcohol or substance testing.
- H. Order that you not enter or work at certain business establishments that make money from the selling of alcohol.
- I. Order that you not associate with certain individuals or people that your supervising probation officer says you should not associate with.
- J. Order that you be placed on electronic home monitoring for certain contract violations.
- K. Order you to appear at DUI Court Hearings at all necessary times.
- L. Order that you keep the DUI Court and the Adult misdemeanor probation department informed of your address and phone number.
- M. Order that you install an ignition interlock system in your vehicles for certain contract violations.
- N. Order all necessary requirements for achieving the satisfaction of this contract.
- O. Order that you not drive your vehicle, regardless if there is an existing license suspension or not.

**What benefits do I get if I do all of this?**

You get the following benefits:

- 1. Your original guilty plea will not be accepted by the DUI Court Judge, and the Prosecutor will have to reduce the charge to the charge indicated below, and you will plead guilty to that charge.
  - First Offense DUI (I.C. §18-8004,05 (1).
  - Other: \_\_\_\_\_
- 2. You will be placed on supervised probation for a term of six months and then you will be transferred to unsupervised probation, without a probation officer for a term of six months. There will be limited supervision, however, related to aftercare and treatment requirements, as well as monitoring to determine if you have had any subsequent offenses.
- 3. You will receive a suspended jail sentence of:

- Six (6) months in jail, with credit for time served.
- Thirty (30) days discretionary jail are imposed and will be scheduled by the Adult Misdemeanor Probation Office, or Court, for violations of the terms of probation.

4. You will receive a suspended fine as indicated below, and payment of the required costs at time of sentencing

- \$500.00 fine.
- \$\_\_\_\_\_ fine.

**What happens if I break my contract?**

The DUI Court judge will schedule a hearing to consider what to do for breaking the contract. If the violation is not a significant violation of the contract, then the DUI Court judge can impose the penalties listed above, such as jail time, electronic home monitoring, or changing your rehabilitation requirements, or other appropriate penalties to be determined by the DUI Court staff.

The DUI Court Judge may extend the length of your Sentencing and Rehabilitation Contract for certain program violations (i.e. relapses, or other repeated program violations), or to ensure that all terms of your probation are met. If the DUI Court Judge finds that your violation is a significant violation of the Sentencing and Rehabilitation Contract, the Judge will either allow you to withdraw your plea of guilty to the original charge and sentence you pursuant to the Sentencing and Rehabilitation Contract or simply sentence you on the charge you have previously plead guilty to, and may sentence you to the maximum extent provided by law.

**I acknowledge that I have read a copy of the NOTIFICATION OF RIGHTS AND PENALTIES FOR VIOLATIONS OF DRIVING UNDER THE INFLUENCE. I have had it explained to me; and I fully understand its content, and I have received a copy.**

\_\_\_\_\_  
**Defendant's signature**

\_\_\_\_\_  
**Date**

**How long does the Contract last?**

Your contract will last for a maximum term of twelve (12) months or as stated above. Your sentencing date is «GraduationDate» at 3:00 pm.

**By Signing Below, you, the prosecutor, and the DUI Court Judge are agreeing to the terms of this contract, and it will become a binding agreement.**

\_\_\_\_\_  
**Defendant**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Prosecutor**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Judge**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Defendant's Attorney (if any)**

\_\_\_\_\_  
**Date**

## **ETG/Drug Testing DUI Court Client Contract**

Recent advances in the science of alcohol detection in urine have greatly increased the ability to detect even trace amounts of alcohol consumption. In addition, these tests are capable of detecting alcohol ingestion for significantly longer periods of time after a drinking episode. Because these tests are sensitive, in rare circumstance, exposure to non-beverage alcohol sources can result in detectable levels of alcohol (or its breakdown products). In order to preserve the integrity of the DUI Court testing program, it has become necessary for us to restrict and/or advise DUI Court participants regarding the use of certain alcohol-containing products.

It is **YOUR** responsibility to limit your exposure to the products and substances detailed below that contain ethyl alcohol.

It is **YOUR** responsibility to read product labels, to know what is contained in the products you use and consume and to stop and inspect these products **BEFORE** you use them. **Use of the products detailed below in violation of this contract will NOT be allowed as an excuse for a positive test result. When in doubt, don't use, consume or apply.**

**Cough syrups and other liquid medications:** DUI Court participants have always been prohibited from using alcohol-containing cough/cold syrups, such as Nyquil. Other cough syrup brands and numerous other liquid medications, rely upon ethyl alcohol as a solvent. DUI Court participants are required to read product labels carefully to determine if they contain ethyl alcohol (ethanol). All prescription and over-the-counter medications should be reviewed with your probation officer before use. Information on the composition of prescription medications should be available upon request from your pharmacist. Non-alcohol containing cough and cold remedies are readily available at most pharmacies and major retail stores.

**Non-Alcoholic Beer and Wine:** Although legally considered non-alcoholic, NA beers (e.g. O'Doul's®, Sharps®) do contain a residual amount of alcohol that may result in a positive test result for alcohol, if consumed. DUI Court participants are **not** permitted to ingest non-alcoholic beer or non-alcoholic wine.

**Food and Other Ingestible Products:** There are numerous other consumable products that contain ethyl alcohol that could result in a positive test for alcohol. Flavoring extracts, such as vanilla or almond extract, and liquid herbal extracts (such as Ginkgo Biloba), could result in a positive screen for alcohol or its breakdown products. Communion wine, food cooked with wine, and flambé dishes (alcohol poured over a food and ignited such as cherries jubilee, baked Alaska) must be avoided. Read carefully the labels on any liquid herbal or homeopathic remedy and do not ingest without approval from your probation officer.

**Mouthwash and Breath Strips:** Most mouthwashes (Listermint®, Cepacol®, etc.) and other breath cleansing products contain ethyl alcohol. The use of mouthwashes containing ethyl alcohol can produce a positive test result. DUI Court participants are required to read product labels and educate themselves as to whether a mouthwash product contains ethyl alcohol. Use of ethyl alcohol-containing mouthwashes or breath strips by DUI Court participants is not

permitted. Non-alcohol mouthwashes are readily available and are an acceptable alternative. If you have questions about a particular product, bring it in to discuss with your probation officer.

**Hand Sanitizers:** Hand sanitizers (e.g. Purell®, Germex®, etc.) and other antiseptic gels and foams used to disinfect hands contain up to 70% ethyl alcohol. Excessive, unnecessary or repeated use of these products could result in a positive urine test. Hand washing with soap and water are just as effective for killing germs.

**Hygiene Products:** Aftershave and colognes, hair sprays and mousse, astringents, insecticides (bug sprays such as Off®) and some body washes contain ethyl alcohol. While it is unlikely that limited use of these products would result in a positive test for alcohol (or its breakdown products) excessive, unnecessary or repeated use of these products could affect test results. Participants must use such products sparingly to avoid reaching detection levels. Just as the court requires DUI Court participants to regulate their fluid intake to avoid dilute urine samples, it is likewise incumbent upon each participant to limit their use of topically applied (on the skin) products containing ethyl alcohol.

**Solvents and Lacquers:** Many solvents, lacquers and surface preparation products used in industry, construction, and the home, contain ethyl alcohol. Both excessive inhalation of vapors, and topical exposure to such products, can potentially cause a positive test result for alcohol. As with the products noted above, DUI Court participants must educate themselves as to the ingredients in the products they are using. There are alternatives to nearly any item containing ethyl alcohol. Frequency of use and duration of exposure to such products should be kept to a minimum. A positive test result will not be excused by reference to use of an alcohol-based solvent. If you are in employment where contact with such products cannot be avoided, *you need to discuss this with your probation officer.* Do not wait for a positive test result to do so.

**Herbal Medicines and Remedies:** Shall not take any health supplements or herbal pills, powders or “remedies” including but not limited to Kratom.

**Diluted Urine Samples:** Diluted urine samples will be viewed as a positive urine sample and you will be sanctioned. The following is a guideline to follow to avoid having a diluted sample. Allow your urine to naturally accumulate. The average person creates 2 to 3 ounces per hour—we need only 1.5 ounces, eat a healthy, solid-food high in protein meal at least one hour before testing, do not drink more than 1 caffeinated beverage before giving your sample, do not drink more than 12 ounces of a water-based beverage within two hours of your sample, do not use herbs or supplements to try and beat your drug test. We are aware of these attempts, and look for them as they are a major cause of dilution.

## **Remember! When in doubt, don't use, consume or apply.**

1. I understand I will be tested for the presence of drugs in my system on a random basis according to procedures established by the DUI Court Team.

2. I understand that I will be given a location and time to report for my drug test.
3. I understand that it is my responsibility to report to the assigned location at the time given for the test.
4. I understand that if I am late for a test, or miss a test, it will be considered as a positive test for drugs/alcohol and that I may be sanctioned.
5. I understand that if I fail to produce a urine specimen or if the sample provided is not of sufficient quantity, it will be considered as a positive test for drugs/alcohol and that I may be sanctioned.
6. I have been informed that the ingestion of excessive amounts of fluids can result in a diluted urine sample and I understand that my urine sample will be tested to ensure the sample is not dilute.
7. I understand that if I produce a dilute urine sample it will be considered as a positive test for drugs/alcohol and that I may be sanctioned.
8. I understand that substituting or altering my specimen or trying in any way to modify my body fluids for the purposes of changing the drug testing results will be considered as a positive test for drugs/alcohol and will result in sanctioning and may be grounds for immediate termination from drug court.

**I HAVE READ AND UNDERSTAND MY RESPONSIBILITIES:**

\_\_\_\_\_  
PARTICIPANT

\_\_\_\_\_  
DATE

CLERK'S CERTIFICATE OF SERVICE

I hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_, that a true and correct copy of the foregoing was hand-delivered, mailed by regular U.S. Mail, postage prepaid, Interoffice Mail, or faxed to:

- Prosecutor - «Judge»- «City»
- Defendant
- Defense Attorney - «DefenseCounsel»- «Address1»
- DUI Court Coordinator – [rwickham@kootenai.idcourts.net](mailto:rwickham@kootenai.idcourts.net)
- Adult Misdemeanor Probation – [kcmp@kcgov.us](mailto:kcmp@kcgov.us)

**JENNIFER LOCKE**  
**CLERK OF THE DISTRICT COURT**

BY: \_\_\_\_\_, Deputy

SAMPLE