

**MISSOULA COUNTY JUSTICE COURT
ROAD DUI TREATMENT COURT**

STATE OF MONTANA, Plaintiff, vs. , Defendant.	Date: Docket No.: Judge Landee Holloway ROAD DUI TREATMENT COURT CONTRACT
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This contract is the Treatment Court Contract (hereinafter "Contract") for

_____, who is hereinafter referred to as "I". "ROAD Court" means the Missoula County Justice Court's DUI Treatment Court. "Team" means the Missoula County Justice Court's DUI Treatment Court Team and includes any of the Team's individual members. If admitted to the program by the Court, I agree to strictly adhere to the obligations stated below and to also waive the rights listed below.

By initialing each of the following provisions, I acknowledge that I read and fully understand its contents.

ROAD Court is Missoula County Justice Court's DUI Treatment Court. The Team includes a Judge, a Court Coordinator, a Deputy County Attorney, a Defense Attorney, a Treatment Provider, a Misdemeanor Probation Officer, and a member of Montana Highway Patrol.

- _____ 1. I have pleaded guilty to or have been found guilty of one or more crimes that will be described in a separate document. I [] have [] have not been sentenced. I further agree to follow all conditions of misdemeanor probation. Whether or not I have been sentenced, I understand that my successful completion of misdemeanor probation is contingent upon my successful completion of ROAD Court.
- _____ 2. The Judge will have personal knowledge of whether I am complying with this Contract. I hereby waive any right to disqualify, challenge, or request recusal of the Judge from my underlying case based upon information gained by the Judge from my participation in ROAD Court.

RELEASE OF INFORMATION

- _____ 3. I will provide confidential personal information to Team members on an ongoing basis. They will use said information to determine my suitability for ROAD Court and my progress (or lack of progress) in ROAD Court.

- _____ 4. I authorize the release of all treatment information to the Team. I will sign a release of information for my medical, mental health, chemical dependency treatment, legal, social service, and educational records so my providers may provide written and/or oral reports to the Team. This is in Compliance with 42 CFR Part-2.
- _____ 5. I will hear confidential treatment information regarding other ROAD Court participants during my involvement with ROAD Court. If I disclose this confidential treatment information, I understand that I may be subject to civil and criminal penalties under state and federal law and may be terminated from ROAD Court.
- _____ 6. I understand that ROAD Court is a part of Missoula County Justice Court which is a Court of Record and all sessions are recorded.

TREATMENT

- _____ 7. Immediately upon acceptance into ROAD Court, I will begin treatment, at the treatment level determined by the ROAD Court treatment provider and the Team.
- _____ 8. I will attend, fully participate in, and complete all treatment, counseling, and education sessions, as scheduled, at my own expense.
- _____ 9. I will participate in and complete all programs as required by ROAD Court, this may include, but is not limited to developing a personal recovery plan, participating in self-help groups, and establishing positive supports.
- _____ 10. If I chose to violate one or more provisions of this contract or the Participant Handbook, the Judge and/or Team may require me to complete additional treatment and/or inpatient treatment.

SUPERVISION

- _____ 11. I will be supervised by ROAD Court's designated misdemeanor probation officer.
- _____ 12. I shall not leave Missoula County, even for day trips, unless I obtain prior approval from the Team. This provision may be modified in writing by the ROAD Court Coordinator based on individual needs.
- _____ 13. I will not change residence without prior approval of the ROAD Court Coordinator and Probation Officer. I will provide notice of any change in my contact information to the ROAD Court Coordinator and Probation Officer at least 24 hours in advance.
- _____ 14. The Team will inform law enforcement that I am a ROAD Court participant. While law enforcement will inform the Team about any contact I have with them, I must nonetheless notify the Treatment Court Coordinator, Defense Attorney, and Probation

Officer within 24 hours of any contact with law enforcement.

- _____ 15. Upon reasonable suspicion that I have violated the terms of my sentence, I will comply with law enforcements request to search my person, my possessions, home, and vehicle without a warrant.
- _____ 16. I will not use or possess any prohibited substance or reside in a home where any prohibited substances are possessed. If I use or possess a prohibited substance, I will report that use or possession to the ROAD Court Coordinator, Defense Attorney, and my Probation Officer within 24 hours.

DRUG/ALCOHOL TESTING

- _____ 17. I understand that I will be monitored for drugs and alcohol for the entirety of my participation in ROAD Court. The frequency of this monitoring depends on the phase I am in and my progress in ROAD Court. I agree to comply with this monitoring.
- _____ 18. I understand I must call the UA test line daily (depending on phases) and I will report between the agreed upon time to provide a drug sample.
- _____ 19. Upon request by any member of the Team, I will provide a proper sample (including but not limited to blood, hair, breath, saliva, perspiration, or urine) to be tested for the presence of alcohol or drugs. I will appear for testing as directed by ROAD Court and understand each sample will be observed.
- _____ 20. If I fail to provide a test sample, miss a test, provide a sample of insufficient quantity, alter a test sample, tamper with an alcohol monitoring device, tamper with a drug test, and/or produce a diluted or adulterated drug test, ROAD Court will consider the test positive and may sanction me accordingly.
- _____ 21. I understand a Prohibited Substance includes alcohol, marijuana, illicit drugs, medication not prescribed to me, designer drugs, and any other mind-altering substances.
- _____ 22. If I use a Prohibited Substance, I will disclose and admit the use prior to testing. If I fail to disclose use, test positive, and deny my use, the test will be sent to a lab for confirmation. If the lab confirms that the test was positive, I am required to pay the additional testing cost and will be sanctioned accordingly.
- _____ 23. I will not use any mood-altering substances unless prescribed to me by a physician.
- _____ 24. I will not use or possess medical marijuana or knowingly associate with anyone who does.
- _____ 25. I will not purchase or possess any “designer drugs” (e.g. bath salts, Kratom) that can be purchased legally over the counter without a physician’s prescription. I will not ingest any substance that states “not for human consumption” or any variation of not for human consumption.

- _____ 26. I will not use or possess alcohol, illicit drugs, or drugs that I don't have a current prescription for. I will not knowingly associate with persons who use or possess alcohol, illicit drugs, or drugs not prescribed to them.
- _____ 27. I will use prescription medication only as directed by the prescribing physician. I will advise each prescribing physician that I am a participant in a substance abuse treatment program. I will confirm with my physician or medical professional that each prescription medication or over-the-counter medication that I consume is non-addictive and does not contain alcohol. I will inform the Court Coordinator and Probation Officer of every prescription medication that I am prescribed and/or over-the-counter medication that I consume.
- _____ 28. I will not eat any foods containing poppy seeds, hemp seeds, or alcohol (like vanilla extract, baked Alaska, cherries jubilee, etc); drink "non-alcoholic" beers (like O'Doul's, Sharps); take over-the-counter medications (like Sudafed or Nyquil); use mouthwashes (like Listermint and Cepacol); use herbal/homeopathic medications, pseudo-ephedrine, colognes, perfumes, body sprays, insecticides, or any adulterant that may result in a positive drug test.
- _____ 29. I have read and understand the medication and alcohol policy in the participant handbook. I understand that using medications, even with a prescription, could exclude me from participation in, or trigger my termination from, ROAD Court. If I am medically required to take a mood-altering medication, this may suspend my "clean time" in ROAD Court.

PARTICIPATION AND COMPLIANCE

- _____ 30. I will be honest, respectful, and forthright in all my statements to the Team.
- _____ 31. I will pay supervision fees to Missoula Correctional Services. I will also pay my treatment fees unless covered by insurance. These costs and fees are subject to change.
- _____ 32. I understand that I cannot use work as an excuse for noncompliance with ROAD Court requirements. It is my responsibility to schedule work around Court, probation, and treatment requirements.
- _____ 33. I will inform each employer of my involvement in ROAD Court and agree that any member of the Team may speak to my employer if necessary. My employers will not be contacted by the Team unless the Team has staffed the issue and provided notice to me in advance unless public safety or emergent circumstances mandate immediate contact.
- _____ 34. I am required to complete individual face-to-face and telephonic meetings with the ROAD Court Coordinator.
- _____ 35. I will appear personally and on time for all scheduled ROAD Court hearings, appointments, and therapy sessions. I will be sanctioned for unexcused absences.
- _____ 36. I must obtain prior approval from the Team before I can miss or be late to ROAD Court. I must obtain prior approval from the ROAD Court Treatment Provider before I can miss

or be late for a treatment session, even in case of illness.

- _____ 37. I will dress appropriately for ROAD Court and treatment sessions. I will not wear clothing that bears violent, racist, sexist, drug- or alcohol-related themes; clothing that promotes or advertises alcohol or drug use; or gang colors, gang clothing, sunglasses, bandanas, or hats.
- _____ 38. I will not bring food or drinks into ROAD Court hearings. I will silence my cell phone and place it in the basket before Court begins.
- _____ 39. I will refrain from using profanity or glorifying use of drugs or alcohol. I will not make racist, sexist, sexual, violent, or offensive comments. I will not engage in abusive, aggressive, or offensive behavior, or use insulting language or physical gestures. ROAD Court will sanction me for this type of behavior.
- _____ 40. I will keep ROAD Court Coordinator, Defense Attorney, and Treatment Provider informed of my contact information, including address and telephone numbers. I agree to provide notice of any changes in my contact information at least 24 hours in advance.
- _____ 41. I will complete all ROAD Court assignment on the date and time as ordered.
- _____ 42. I will abide by every condition in my court ordered sentence. Sanctions will be given accordingly.
- _____ 43. I will not sexually harass any Treatment Court Participant, any Team member, or any Treatment Provider. I understand that sexual harassment is any unwanted comment, gesture, writing, physical contact, or innuendo that is sexual in nature.
- _____ 44. I will not fraternize, or becoming romantically involved, with any other ROAD Court Participant or any member of the Team without prior permission ROAD Court as this type of fraternization is not conducive to a healthy treatment environment.
- _____ 45. I will not enter any bar, casino, liquor store, or business whose primary business is the sale of alcohol or gaming.
- _____ 46. I understand that I am to obey all laws.
- _____ 47. I will always use a seatbelt when traveling in a motor vehicle and will always transport children in child safety seats that are appropriate for their age, height and weight.
- _____ 48. I understand that driving while my license is suspended or revoked violates the ROAD Court Contract. It is my responsibility to ensure that I may legally drive before doing so. If not, I may be subjected to incarceration, additional penalties, additional sanctions, and increased license suspension periods.
- _____ 49. I understand that as a holder of a probationary driver license, my license is restricted to **essential driving only**. This means I am only to drive to and from my residence and: my regular place of employment, or in search of employment, a school or educational institution in which I am currently enrolled, a location, business, or establishment for purposes related to maintenance of the household, a chemical dependency

assessment, education course, or treatment program, as required. Driving to and from extracurricular activities is not allowed. **Recreational driving is NOT allowed.**

- ____ 50. I understand that driving without insurance violates the ROAD Court Contract. It is my responsibility to ensure that my vehicle is properly insured. If not, I may be subjected to incarceration, additional penalties, and additional sanctions.
- ____ 51. I will appropriately address my transportation needs by relying on properly licensed friends and family members, walking or bicycling or taking public transportation.

INCENTIVES AND SANCTIONS

- ____ 52. If I comply with this Contract, the ROAD Court Judge may provide me incentives for my compliance.
- ____ 53. If I do not comply with this Contract, the ROAD Court Judge may impose sanctions for my non-compliance.
- ____ 54. If I breach any provisions of this contract, the ROAD Court Judge or the Judge who sentenced me in my underlying case may issue a bench warrant for my arrest.
- ____ 55. ROAD Court has a designated defense attorney. The designated defense attorney's representation will be limited and non-traditional in that he or she will protect my legal rights with respect to treatment compliance and potential sanctions. If I receive a report of violation for non-compliance with ROAD Court's Contract, I am entitled to a contested hearing before the Judge before a sanction may be imposed. If the Judge finds that I have violated ROAD Court's Contract, the Court may impose sanctions including jail time.
- ____ 56. If I violated the ROAD Court contract and believe I may be sanctioned, I will contact ROAD Court's designated defense attorney so she can adequately represent my interests at the Team's Staffing and during ROAD Court Hearings.

REQUIREMENTS FOR GRADUATION

- ____ 57. As recommended or required by ROAD Court, I will attend self-help groups, recreation activities, workshops, parenting courses, and other activities organized by the Team. I understand my graduation from ROAD Court will be delayed if I have not completed ALL required courses and activities.
- ____ 58. I am responsible for fulfilling all Graduation Requirements, as more specifically set out in my Participant Handbook, unless the Team waives specific requirements.
- ____ 59. I will seek and maintain employment or obtain employment counseling. I will also complete high school or obtain a GED as directed by ROAD Court.

TERMINATION

- _____ 60. If I receive a notice of a Contract Violation that could result in my termination from ROAD Court, I am entitled to a contested termination hearing before the Judge. ROAD Court's designated defense attorney will represent me at that hearing unless I retain my own counsel.
- _____ 61. If, after the termination hearing, the Judge finds that I have failed to comply with this Contract, the Judge may terminate me from ROAD Court.
- _____ 62. If I cannot be located, ROAD Court may hold a termination hearing in my absence.
- _____ 63. If I am terminated from ROAD Court or withdrawal from ROAD Court my case will be referred back to the Court I was originally sentenced in to be re-sentenced.
- _____ 64. If I am terminated from ROAD Court, ROAD Court's designated defense attorney will no longer represent me.

TERM OF CONTRACT

- _____ 65. The term of this Contract ends when I graduate ROAD Court, am terminated from ROAD Court, or when the Court loses jurisdiction over my case.
- _____ 66. This contract is the only contract I have with ROAD Court. There are no other deals, bargains, promises or understandings, whether written or otherwise, which change or alter this agreement.
- _____ 67. I have also read, and reviewed with legal counsel, ROAD Court's Participant Handbook, have had an opportunity to ask any questions I have about the Participant Handbook, and agree to abide by the Rules listed therein.

STATEMENT AND ACKNOWLEDGEMENT OF PARTICIPANT

I, _____, have read and initialed each paragraph of this contract. I have had adequate time to discuss this contract fully with the Treatment Court Defense Attorney. I understand the terms of this contract and what is expected from me. I freely and voluntarily agree to abide by the terms and conditions of this contract, and I understand the consequences of my failure to do so.

DATED this _____ day of _____, 20_____.

Participant

STATEMENT OF ACKNOWLEDGEMENT OF ATTORNEY

I, _____, Defense Attorney, have fully advised _____ regarding all of the terms and conditions of this contract. I believe he / she understands the contract. I further believe that he / she is entering into this contract out of his / her own free will, and that neither the Treatment Court Team nor any peace officer has made any promise, threat, or other improper inducement to cause him / her to enter into this contract.

DATED this _____ day of _____, 20_____.

Defense Attorney

STATEMENT OF APPROVAL TREATMENT COURT JUDGE

I, Landee Holloway, Treatment Court Judge, have determined that the Treatment Court Defense Attorney has advised the participant of all of the terms and conditions of this contract. I believe the participant fully understands his / her duties and responsibilities as set forth in the contract. I hereby approve this contract this _____ day of _____, 20____.

Hon. Landee Holloway
Missoula County Justice Court Treatment Court Judge

Sentencing Judge

So ordered on this date