

**EXTENDED FIRST OFFENDER PROGRAM CONTRACT (9 months)**

**DRIVING UNDER THE INFLUENCE PROGRAM**

**GOALS:** To increase the level of awareness and acceptance of program participants' drinking or drug abuse and to provide counseling which will encourage participants to take responsibility for their own recovery.

**OBJECTIVES:**

1. To educate each client by providing sufficient information about alcoholism or substance abuse and its impact on the individual, family and community.
2. To motivate each client to understand and accept the responsibility for their own decision to abstain from alcohol and other substance abuse.
3. To support and encourage each client to make appropriate and permanent lifestyle changes that will prevent further DUI offenses.

**PROGRAM REQUIREMENTS:**

**Education:** Eight 2-hour education classes (16 hours total)

**Group:** Twenty-two 2-hour weekly group sessions (44 hours total)

**Individual:** Five individual sessions including one Exit Interview

**Self Help:** Ten Alcoholics Anonymous (AA) or other self-help meetings

**PROGRAM RULES AND REGULATIONS**

1. Attendance is required each week for the duration of the program. There are no earlier completions than **9** months.
2. There are **22** mandatory **group** meetings and **8** mandatory **education** classes. You will be charged for the missed session and it must be made up prior to completion of the program; thereby extending program participation. **Individual** absences must be made up within seven days.
3. If you are more than five minutes late for an individual or group session you will not be given credit for that meeting and it will be considered an absence.
4. Participation is important. You are expected to participate in all group activities and education classes fully. You may be returned to court for inappropriate behavior including that which is a barrier to the participation of others.

**REQUIREMENTS FOR PROGRAM TERMINATION**

1. Exceeding the number of absences allowed in section 9876 (d) Extended First Offender. You get **seven (7)** absences and then you are returned to court on the 8<sup>th</sup> absence.
2. Failure to commence services within 21 days of enrollment or transfer.
3. Anyone arriving for an appointment with the odor of alcohol or showing signs of drinking or drug use will be assessed by program staff, which may include the use of breath testing. If a client is determined to be under the influence of alcohol or drugs they shall be asked to leave, not drive and will be returned to court or terminated from the program (if DMV referral)
4. Failure to maintain program sobriety in accordance with Section 9874. Failure to submit to a breath/urine test.
5. Failure to comply with service provider's rules and regulations.
6. Failure to pay the assessed program fee within 30 days of the due date in accordance with Section 9879, or failure to reschedule a financial interview within the provisions of Subsection 9879(j).
7. Physically or verbally abusive to program staff or other participants.
8. Failure to maintain physical contact with the program for 21 or more consecutive days, without obtaining approval for a leave of absence.
9. Upon adjudication, client discovers they previously enrolled in the wrong program. Client will forfeit all time and fees spent on services already provided and the fees and services will not be transferred to the correct program.
10. DAS shall give credit for services attended prior to dismissal if the participant re-enrolls within two years.
11. Failure to comply with additional County requirements.

**FEES FOR EXTENDED FIRST OFFENDER PROGRAM SERVICES:** see accompanying fee sheet.

The County of San Luis Obispo charges certain fees to those who are referred to this program. The fees are set by County Ordinance and are subject to change from time to time, as the cost of operating the program changes. Usually, fees are updated on an annual basis.

▶ I acknowledge that I have been advised of the current fees, which are listed on the attached sheet. I understand, however, that I will be obligated to pay whatever fees are in effect at the time fees are payable; as explained below.

▶ The initial registration fee shall be as indicated on the attached sheet and shall not be changed retroactively.

▶ If any of the other fees described on the attached sheet are assessed against me, I shall be obligated to pay the amount in effect at the time of assessment, which may be different from the amount shown on the attached sheet.

The undersigned certifies that he/she has read the foregoing and has received a copy of this agreement. The undersigned further agrees that failure to comply with the provisions of this contract will result in referral back to court or other agencies for non-compliance.

\_\_\_\_\_  
Staff signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Registration Date/Intake

**CLIENT NAME:** \_\_\_\_\_

**CLIENT #:** \_\_\_\_\_

**Revision FY08-09**

