

NOMBRE \_\_\_\_\_ FECHA \_\_\_\_\_  
NAME \_\_\_\_\_ DATE \_\_\_\_\_ VIP # \_\_\_\_\_  
DIRECCION \_\_\_\_\_ CIUDAD \_\_\_\_\_ Z POSTAL \_\_\_\_\_  
ADDRESS \_\_\_\_\_ CITY \_\_\_\_\_ ZIP CODE \_\_\_\_\_ APT # \_\_\_\_\_  
TELEFONO \_\_\_\_\_ NACIMIENTO \_\_\_\_\_ EDAD \_\_\_\_\_  
PHONE: \_\_\_\_\_ BIRTHDATE: \_\_\_\_\_ AGE \_\_\_\_\_  
TRABAJO \_\_\_\_\_ DIRECCION \_\_\_\_\_ TELEFONO \_\_\_\_\_  
EMPLOYER \_\_\_\_\_ ADDRESS \_\_\_\_\_ PHONE # \_\_\_\_\_

COURT \_\_\_\_\_ CASE # \_\_\_\_\_ VIOLATION DATE \_\_\_\_\_  
SEX: MALE \_\_\_\_\_ FEMALE \_\_\_\_\_ TRANSGENDER \_\_\_\_\_ OTHER \_\_\_\_\_ MARITAL  
STATUS \_\_\_\_\_

ETHNICITY: WHITE \_\_\_\_\_ HISPANIC \_\_\_\_\_ BLACK (NON-HISPANIC) \_\_\_\_\_ ASIAN \_\_\_\_\_  
AMERICAN INDIAN \_\_\_\_\_ OTHER (SPECIFY) \_\_\_\_\_

LICENCIA \_\_\_\_\_  
DL LIC. # \_\_\_\_\_ NO. OF DEPENDENTS \_\_\_\_\_

SELF ASSESSMENT: SOCIAL DRINKER \_\_\_\_\_ PROBLEM DRINKER \_\_\_\_\_ ALCOHOLIC \_\_\_\_\_

NOTE: *email* \_\_\_\_\_

DATE      BALANCE      PAID      BALANCE      TERMINATION      RE-INSTatement      COMPLETION

DL 101#:



A Public Service Agency

## Participant's Certification of DUI Program Enrollment or Completion

(Instructions for completing this form are on the reverse side.)

PROGRAM PROVIDER NAME: VALLEY IMPROVEMENT PROGRAMS, INC.	PROVIDER'S ADP LICENSE NUMBER 36-001-02-120
PARTICIPANT NAME: (LAST FIRST MIDDLE)	DRIVER LICENSE NUMBER OR "X" NUMBER

PROGRAM TYPE

- Education Only (23140 CVC Conviction)       First Offender Program \_\_\_ months
- Multiple Offender Program    \_\_\_ 18 months    \_\_\_ 30 months    \_\_\_ 18 of 30 months (IID Restriction only)

ENROLLMENT DATE	DL 107 CERTIFICATE NUMBER	OR	COMPLETION DATE	DL 101 CERTIFICATE NUMBER
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***I certify under penalty of perjury under the laws of the State of California that I have enrolled in, or completed the program as indicated above.***

DATE	PARTICIPANT'S SIGNATURE 	TELEPHONE NUMBER (    )
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## AUTHORIZATION FOR RELEASE OF CONFIDENTIAL RECORDS

I, \_\_\_\_\_, hereby authorize **VALLEY IMPROVEMENT PROGRAMS, INC.** to disclose information and records pertaining to my participation in the program to the following:

- \* The Department of Motor Vehicles.
- \* The Department of Health Care Services
- \* The Department of Behavioral Health-Alcohol and Drug Services.
- \* The appropriate branches of the Judicial System.
- \* My personal attorney.
- \* My personal physician

The disclosure of information and/or records herein authorized is required for the purpose of establishing or determining my status, progress, and/or compliance with the terms and conditions of my participation in the program. Such disclosure shall be limited to information and/or records in regard to my progress and participation in the program.

I understand that this authorization can be revoked by the undersigned at any time except to the extent that action has been taken in reliance thereon. If not earlier revoked, it shall terminate ninety (90) days after my participation in the program has ended. I also understand that despite the codes (California Civil Codes 56.11 and 56.15, and Federal Regulation CFR Section 2.31), confidential information and/or records may be disclosed without my authorization pursuant to state and federal law in the following circumstances:

- \* Pursuant to a proper subpoena or court order.
- \* Reporting child abuse or elder abuse.
- \* Reporting an individual who is a danger to him/herself or a third party.
- \* Reporting the intent to commit a crime on program premises or against program staff.

A photocopy, facsimile or duplicate copy of this authorization shall be as valid as the original.

Signature of Participant	Date
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I, \_\_\_\_\_, also hereby authorize **VALLEY IMPROVEMENT PROGRAMS, INC.** to disclose information to my designated representative:

Name \_\_\_\_\_ Relationship \_\_\_\_\_ Phone \_\_\_\_\_  
 Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Such information shall be limited to information relating to payment, scheduling and in the case of emergencies, for the purpose of facilitating treatment. This authorization is guided by the same California Codes and Federal Regulations stated above will terminate at the same time.

Signature of Participant	Date
Signature of Witness	Date

# Informed Consent and Agreement

## Participant Information

Participant Name (Print)

Enrollment:

Pre Conviction  Post Conviction

Address (City, State, Zip)

Phone Number

Driver License Number / X Number

## Mandatory Action Unit Verification

Program Type \_\_\_\_\_ BAC \_\_\_\_\_ Previous Convictions \_\_\_\_\_

Participant Called MAU  Program Called MAU  No Call to MAU

Violation Date \_\_\_\_\_

Comments \_\_\_\_\_

MAU Representative Name \_\_\_\_\_

## Agreement

"I verify I have read and understand the information provided to me on the Informed Consent and Agreement document regarding my DUI program enrollment. I am aware in some instances the DMV-MAU or court may later amend my program service type and in all cases, I am financially responsible for all DUI program services received.

(Initial) \_\_\_\_\_ A "Transfer In" fee in the amount of \$45 may incur if a modification of the program type you are/were initially enrolled in changes.

Participant Signature \_\_\_\_\_

Date \_\_\_\_\_

Program Staff Name (Print) \_\_\_\_\_

Date \_\_\_\_\_

## **Driving Under the Influence (DUI) Program Enrollment Participant Information/Informed Consent and Agreement**

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DUI program services in California must be completed through the Department of Health Care Services (DHCS) licensed DUI program. California's Health and Safety Code (HSC), Division 10.5, Part 2, Chapter 9, Section 11836 establishes the DHCS as having the sole authority to license DUI Programs to provide alcohol or drug recovery services to a person whose license to drive has been administratively suspended or revoked for, or who is convicted of, a violation of Section 23152 or 23153 of the Vehicle Code (VC), and admitted to a program pursuant to Section 13352, 23538, 23542, 23548, 23552, 23556, 23562, or 23568 of the Vehicle Code.

Pursuant to Title 9, California Code of Regulations (CCR), Chapter 3, Section 9848, a DUI program may enroll any person who presents documentation from the court or the DMV verifying his/her arrest or conviction for a DUI violation specified in HSC Section 11836 as referenced above. To ensure timely program enrollment, DHCS will allow several types of documents generated by the DMV or court. (See DHCS acceptable Enrollment Document Matrix)

Although DHCS licenses DUI program services, program requirements are ultimately dependent on offenses specified in California Vehicle Code, and interpreted by the California Department of Motor Vehicles (DMV)-Mandatory Action Unit (MAU), in conjunction with the court of conviction.

When enrolling in a DUI program following arrest for a DUI offense prior to a conviction, the DUI program will enroll you in the most appropriate program type based on the information contained in the enrollment documents you present along with any additional information you are able to provide at that time. DHCS encourages you to contact the DMV-MAU at (916) 657-6525 if you have questions/concerns specific to the type of DUI program you will ultimately be required to complete.

Please note, following your initial DUI program enrollment there may be instances in which DMV's MAU review of your DUI offense/driving history and/or court proceeding may necessitate a modification of the program type you are/were initially enrolled in. In all instances, you are financially responsible for all DUI program services received and/or incurred during your enrollment in a DUI program. (Additional program service fees are identified in the participant contract you will review and sign at the time of DUI program enrollment)

The following consent/agreement and required enrollment documents must be completed and placed in your participant file as required by CCR, Title 9 requirements. As with all documents produced during your DUI program enrollment and participation, you are encouraged to retain copies for your records.

## Program and Company Policies

This is an overview of key sections discussed during your Orientation/Enrollment session. Please refer to this informational sheet or the contract regarding program policy. All policies follow the strict guidelines outlined and established by California Code of Regulations Title 9, and set forth by the State of California Department of Health Care Services and San Bernardino County Department of Behavioral Health Alcohol & Drug Services.

- **You will be referred to Court and to the Department of Motor Vehicles if you:**
  - are absent for **21 consecutive days** from your last attendance date.
  - exceed the number of absences allowed for your program.
  - **are physically, or verbally abusive, this includes harassment of any kind, towards staff members or other program attendees.**
  - fail to pay program fees.
  - are under-the-influence of any substance.
- **There is no grace period for arriving late to your scheduled activity, this includes participants attending class or interviews via Telehealth/Zoom. Anyone arriving late, will not be allowed to stay, and will be charged \$25 for an absence or a reschedule. A consistent, structured schedule is an important and required part of any program. It is your responsibility to plan ahead, in order to avoid absences. We recommend you arrive 10-15 minutes early to avoid an absence and additional fees.**
- **Face covers must be worn at all times and must cover mouth and nose.**
- **It is your responsibility to follow your schedule and to contact the Front Office regarding rescheduling, payments, make-up's, leaves of absence, progress reports and file auditing.**
- **Bring your blue/yellow/gray/purple card to each session, this will assist the office in auditing your file and provide additional documentation of your attendance.**
- **\$25 fee will be applied for absences, rescheduling and Leave-of-Absence (LOA).**
- **If you leave the building during class for any reason, you will not be allowed back in class, you will not receive credit and a \$25 fee will be applied to your account for an absence or reschedule.**
- No cell phones.
- No food or drinks.
- **Enrollment Prior to Court Conviction:** It is your responsibility to provide the front office with your court conviction documents or referral. If you are enrolling prior to conviction, it is your responsibility to notify the front office and provide us with court documentation upon conviction. Proof of enrollment notice to court will be delayed pending conviction information.
- **Termination for Non-Compliance of Program Policy:** A termination from the program can result in your restricted license being cancelled, and in most cases, the DMV will not reinstate your driving privileges until you complete the entire required program. There could be potential penalties and actions by your sentencing court for violating program terms that lead to a non-compliance notification to your sentencing court.
- **I have read and understand Program and Company Policies**

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

\_\_\_\_\_  
Client's name

\_\_\_\_\_  
Today's date

\_\_\_\_\_  
Witnessed by

Dear Client,

As you are aware, the Novel Coronavirus (COVID-19) has impacted the daily lives of all Californians. All schools and some businesses are closed with more being affected every day. The latest direction from the Department of Health Care Services (DHCS) allows for the provision of temporary Remote Client Services also known as Telehealth.

To avoid further delay in completing your DUI Program, Valley Improvement Programs, Inc. will begin offering Remote Client Services on June 15<sup>th</sup>, 2020.

Remote Client Services will enable you to continue your DUI classes with a certified counselor via a virtual meeting platform (Zoom) temporarily during the COVID-19 crisis. To participate in Remote Client Services, you must:

- Sign the Client Letter and return it to Valley Improvement Programs, Inc. by email.
- Call the office to be scheduled for your weekly sessions. (You will be emailed a copy of your schedule).
- Register in advance for the session via an email link that will be sent to you prior to the session.
- To receive credit for the session, you must:
  - Attend the session in a private room, free of distractions
  - Stay for the entire session
  - Not be under the influence of alcohol or other drugs during the session

Certain technology is required to participate in this program. You must have either a computer, tablet, or phone with a working microphone, speakers, and a camera (for video meetings). You must also be able to download the free Zoom software onto a computer or download the Zoom application on a tablet or phone.

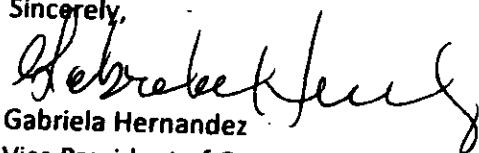
**Please note that it is strongly recommended you begin logging into zoom 5-10 minutes before the scheduled class time to avoid technical difficulties. You must be in your class by the time it starts.**

To take advantage of this unique opportunity and keep your DUI treatment program on track, read the privacy policy on the next page and sign where indicated. Return the signed page via email to: [cs@valleyimprovementprograms.org](mailto:cs@valleyimprovementprograms.org)

You may also fax it into the office at: (909)-481-5368

If you have any questions, please contact the office at: (909)-987-4036

Sincerely,



Gabriela Hernandez

Vice President of Operations

California Association of DUI Programs (CADTP)  
Novel Coronavirus (COVID-19) Response  
Remote Client Services

**Privacy Policy for Remote Client Services**

Valley Improvement Programs, Inc. will provide Remote Client Services (Telehealth) utilizing the Zoom Virtual Meeting Platform. Some personal information such as your name, email address, and computer IP address will be shared with Zoom. Additionally, some meetings may be recorded and uploaded to a cloud for documentation of session completion. To participate in Zoom meetings, you must read and agree to Zoom's Privacy Policy.

Valley Improvement Programs, Inc. will continue to maintain confidentiality as stated in our Confidentiality Policy. Client's will also be held to the Confidentiality Agreement signed upon enrollment.

To participate in temporary Remote Client Services, sign the release below and email the signed page to: [cs@valleyimprovementprograms.org](mailto:cs@valleyimprovementprograms.org)

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**Remote Client Services Release**

I (print your name) \_\_\_\_\_, agree to participate in temporary Remote Client Services (Telehealth) at Valley Improvement Programs, Inc. I understand that specific technology is required to participate, and I certify that I have access to the required technology. Additionally, I have read and understand the Zoom privacy policy. I understand that Remote Client Services are being offered on a temporary basis due to the Coronavirus (COVID-19) pandemic, and that once the threat is eliminated, client services will then be available at the DUI Program location only. To receive credit for the session, I understand that I must:

- Attend the session in a private room, free of distractions
- Be in your class by the time it starts
- Stay for the entire session
- Not be under the influence of alcohol or other drugs during the session
- Adhere to the same rules specified in your contract at the time of enrollment

I understand that fees for DUI Program services will apply during this time, and that Valley Improvement Programs, Inc. will provide me with alternate payment options and methods during the Remote Client Services time period.

\*I understand that Valley Improvement Programs, Inc. will not be held responsible for any charges that may be accrued as a result of data overages.

I have read and agree to Valley Improvement Programs, Inc. and Zoom's Privacy Policy.

\_\_\_\_\_  
Name (Print)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Date



# **VALLEY IMPROVEMENT PROGRAMS, INC.**

8540 Archibald Avenue, Bldg., 18, Suite A, Rancho Cucamonga, CA 91730 (909) 987-4036

210 West B Street, Ontario, CA 91762 (909) 983-3665

1589 West 9<sup>th</sup> St., Suite E, Upland, CA 91786 (909) 985-2785

## **Addendum to Privacy Policy for Remote Client Services**

In consistency with the nature of services we provide, and the information used in conducting services, it is necessary for all participants to understand and agree, to keep confidential any personal information generated during groups, lectures, or any activity involving other participants.

In addition to the Remote Client Services Release the following additional rules will be enforced:

- Only the participant shall be present in the room where remote services are being conducted.
- Use of other electronic devices during remote services is prohibited.
- No screenshots allowed.
- Taking a picture of a Zoom/Telehealth activity is prohibited.
- No audio or video recording allowed (in accordance with California's Two-Way Consent Law, perpetrators may face legal consequences up to and including prosecution).

Please be advised that any participant engaging in activities that are perceived to violate the Addendum to Privacy Policy for Remote Client Services, will be dropped from activities without credit, and in some cases, immediately terminated from the program, referred to the court, and possibly have their license, restricted license, or provisional license revoked.

**I have read and agree to Valley Improvement Programs, Inc. Addendum to Privacy Policy for Remote Client Services.**

Name (print) \_\_\_\_\_

Date: \_\_\_\_\_

Name (signature) \_\_\_\_\_

Date: \_\_\_\_\_

# CLIENT INTAKE INFORMATION

Date: \_\_\_\_\_ Driver's License #: \_\_\_\_\_  
Client Name: \_\_\_\_\_ Phone #: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_ Apt. #: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Physical Address: \_\_\_\_\_ Apt #: \_\_\_\_\_  
(If different from mailing address)  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Sex: Male/Female  
Marital Status: \_\_\_ Single \_\_\_ Married \_\_\_ Divorced \_\_\_ Separated \_\_\_ Widowed

**Emergency Contact Name:** \_\_\_\_\_  
**Emergency Contact Number:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
\_\_\_\_\_

## **EDUCATION:**

Years of Education: \_\_\_\_\_ Did You Graduate? \_\_\_\_\_

## **EMPLOYMENT:**

Employer: \_\_\_\_\_ Years: \_\_\_\_\_ Months: \_\_\_\_\_  
What is Your Present Occupation: \_\_\_\_\_  
Describe What You Do: \_\_\_\_\_

## **DUI HISTORY:**

How many DUI's in your lifetime: \_\_\_\_\_  
What was the outcome for each: \_\_\_\_\_

## **COURT INFORMATION:**

Name of Court: \_\_\_\_\_  
Address of Court: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Date of Arrest: \_\_\_\_\_ Court Case #: \_\_\_\_\_

Describe the circumstances surrounding this arrest (Details of what occurred prior, during & after arrest): \_\_\_\_\_  
\_\_\_\_\_

Are You On Probation?	Yes ___	No ___
Are You On a Testing Order?	Yes ___	No ___
Any Outstanding Tickets/Warrants?	Yes ___	No ___
Were You Tested at the Time of Your Arrest?	Yes ___	No ___
Was there a refusal of the test?	Yes ___	No ___

**ALCOHOL ASSESSMENT:**

At what age did you start drinking? \_\_\_\_\_

Do you remember why you took that first drink? \_\_\_\_\_  
\_\_\_\_\_

Is there a family history of alcohol or drug problems (check all that apply)?

Mother\_\_\_\_ Father\_\_\_\_ Siblings\_\_\_\_ Grandparents\_\_\_\_ Other\_\_\_\_ None\_\_\_\_

Have you ever had **too** much to drink? \_\_\_\_\_ How many times? \_\_\_\_\_

Have you ever made a significant change in the amounts or frequency of your alcohol/drug use?  
\_\_\_\_\_

Have you ever tried/used drugs? \_\_\_\_\_ If yes, what & how often? \_\_\_\_\_

Have you ever been concerned with your drinking/drug use? \_\_\_\_\_

Have you ever taken a drink first thing in the morning to relieve a hangover? \_\_\_\_\_

Have you ever taken drugs first thing in the morning to relieve a hangover? \_\_\_\_\_

Have you ever been treated for alcohol/drug abuse? \_\_\_\_\_

Outpatient \_\_\_\_\_ Residential \_\_\_\_\_

When? \_\_\_\_\_ Where? \_\_\_\_\_

Any alcohol/drug related hospitalizations or emergency room visits: \_\_\_\_\_

Have alcohol/drugs had a negative impact on your relationships? \_\_\_\_\_

*(Divorce, break-ups, lost time with partner/children, friendships, domestic violence, etc.)*

Explain: \_\_\_\_\_  
\_\_\_\_\_

Have alcohol/drugs had a negative impact on your employment? \_\_\_\_\_

*(Late work, missed work, hangovers, fired, working under the influence, etc.)*

Explain: \_\_\_\_\_  
\_\_\_\_\_

**SOCIAL INFORMATION:**

Do You Make Friends Easily? \_\_\_\_\_

What are your hobbies?  
\_\_\_\_\_  
\_\_\_\_\_

How do you spend your free time?  
\_\_\_\_\_  
\_\_\_\_\_

What do you wish you had more time for?  
\_\_\_\_\_  
\_\_\_\_\_

Describe the type of person you think you are?  
\_\_\_\_\_  
\_\_\_\_\_

**MEDICAL HISTORY:**

Health: Good \_\_\_\_\_ Fair \_\_\_\_\_ Poor \_\_\_\_\_

Do you have a medical condition that could affect your completion of this program?

Yes \_\_\_\_\_ No \_\_\_\_\_

Please Explain: \_\_\_\_\_

Have you ever been diagnosed with a mental health issue? \_\_\_\_\_

When & what for: \_\_\_\_\_

Have you ever spent a night in the hospital for any reason? \_\_\_\_\_

If yes, explain: \_\_\_\_\_

**MEDICATIONS:**

NAME OF MEDICATION	DOSAGE	FREQUENCY
--------------------	--------	-----------

NAME OF MEDICATION	DOSAGE	FREQUENCY
--------------------	--------	-----------

NAME OF MEDICATION	DOSAGE	FREQUENCY
--------------------	--------	-----------

NAME OF MEDICATION	DOSAGE	FREQUENCY
--------------------	--------	-----------

**DRINKING PATTERN:**

*If you do not drink, please answer based on your drinking pattern from before.*

On average, how many days do you drink? \_\_\_\_\_

On average, how many drinks do you drink? \_\_\_\_\_

Did you use at the following places (check all that apply):

Weekends only: \_\_\_\_\_ Daily: \_\_\_\_\_ Working around the house: \_\_\_\_\_

During work: \_\_\_\_\_ Before work: \_\_\_\_\_ After work: \_\_\_\_\_ Watching TV: \_\_\_\_\_

Attending sports: \_\_\_\_\_ Alone: \_\_\_\_\_ Other: \_\_\_\_\_

**MAST TEST**  
Michigan Alcoholism Screening Test

Select the best choice of the suggested alternative answers for each question and put a CHECK MARK on the choice in the column along the right side of the sheet.

		YES	NO
1.	Do you feel you are a normal drinker?		
2.	Have you ever awakened in the morning after some drinking the night before and found that you could not remember a part of all of the evening before?		
3.	Does your wife, husband, parent, or other near relative ever worry or complain about your drinking?		
4.	Can you stop drinking without a struggle after one or two drinks?		
5.	Do you ever feel bad about your drinking?		
6.	Do friends or relatives think you are a normal drinker?		
7.	Do you feel you have to limit your drinking to a certain time of day or to certain places?		
8.	Are you always able to stop drinking when you want to?		
9.	Have you ever attended Alcoholics Anonymous meetings?		
10.	Have you ever gotten into fights after drinking?		
11.	Has drinking ever created problems between you and any family member?		
12.	Has your spouse, parent, or any relative ever gone to anyone for help about your drinking?		
13.	Have you ever lost friends because of drinking?		
14.	Have you ever gotten into trouble at work because of your drinking?		
15.	Have you ever lost a job because of drinking?		
16.	Have you ever neglected your obligations, your family, or your work for two or more days in a row because you were drinking?		
17.	Do you drinking before noon often?		
18.	Have you ever been told you have liver trouble?		
19.	After heavy drinking, have you ever had Delirium Tremens (D.T.'s) or severe shaking?		
20.	After heavy drinking, have you ever heard voices or seen things that were not there?		
21.	Have you ever gone to anyone for help regarding your drinking?		
22.	Have you ever been a patient in a psychiatric hospital ward of a general hospital where drinking was part of the problem?		
23.	Have you ever been see at a psychiatric or mental health clinic, gone to a doctor, social worker, or clergy for help with an emotional problem?		

**FOR COUNSELOR USE ONLY:**

Date assessment was conducted: \_\_\_\_\_ Counselor's Name: \_\_\_\_\_

SCORING: 0-4 points = NON-ALCOHOLIC    5-6 points = SUGGESTS ALCOHOLISM    7 or more points = INDICATES ALCOHOLISM

Assessment Results: \_\_\_\_\_

Were the results of the assessment discussed with participant? YES \_\_\_\_\_ NO \_\_\_\_\_ Date Discussed: \_\_\_\_\_

Comments: \_\_\_\_\_

\_\_\_\_\_

Counselor Signature: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

**FIRST OFFENDER NINE MONTH EXTENDED DUI PROGRAM CONTRACT**  
(9 months 64 Hours)

This contract is entered into as of the date set forth herein by and between Valley Improvement Programs, Inc., hereinafter referred to as "PROGRAM," AND \_\_\_\_\_ hereinafter referred to as "PARTICIPANT."

IT SHOULD BE UNDERSTOOD THAT THESE RULES AND REGULATIONS GOVERNING THIS CONTRACT ARE SET FORTH BY THE COUNTY OF SAN BERNARDINO, DEPARTMENT OF BEHAVIORAL HEALTH-ALCOHOL AND DRUG SERVICES, AND BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES. "PROGRAM'S" ROLE IS TO ASSURE THAT EACH PARTICIPANT ADHERES TO THE REQUIREMENTS AS SET FORTH. THE PARTICIPANT AGREES TO ABIDE BY SAID RULES.

**PROGRAM REQUIREMENTS**

- 1 Hour Intake
- 1/2 Hour Assessment
- 12 Hours of Alcohol/Drug Education: 6 sessions; 2 hours duration each.
- 48 Hours of Group Interaction:    24, 2-hour group sessions, or  
   48, 1-hour group sessions.
- 2.25 Hours of Individual one-to-one interviews: 15-minutes each for 9 sessions
- 15-Minute Exit Interview

**PROGRAM RULES/PARTICIPANT RESPONSIBILITY**

- Attendance:  
The Participant is required to attend all assigned Program activities and arrive timely to ensure signing in prior to the beginning of the scheduled activity. Late participants will not be permitted to attend the scheduled activity and will be assessed a \$25.00 missed activity fee.
- Absences:  
A participant in a First Offender Nine (9) - Month Extended Program shall not be allowed more than seven (7) total absences per period of enrollment. A participant who is absent more than 7 times will be terminated from the Program. Rescheduling an activity 24 hours or more before the activity will not count as an absence. A rescheduling fee of \$25.00 will be assessed to the participant.
- Make Ups:  
Participants are required to make up all absences before receiving a Notice of Completion (Department of Motor Vehicles Form DL101). Make-up sessions must reflect the type of session that the participant missed, and may not be utilized in such a way that accelerates the Program. A \$25.00 fee is assessed for all missed activities.

Participant Initials \_\_\_\_\_

- Leave of Absence:

Participant may request a leave of absence whenever he/she is unable to attend any scheduled program activities. A leave of absence is requested by submitting a written request to the Program and providing proper documentation that substantiates the need for the leave of absence. A \$25.00 leave of absence processing fee will be assessed for each leave of absence requested. A leave of absence may be granted for the following reasons only:

- Military responsibilities requiring an extended absence
- Work responsibilities requiring travel for an extended period of time.
- Extended illness or medical treatment of participant or family member
- Incarceration or participating in a residential alcohol or drug abuse recovery or treatment program.
- Extreme personal hardship or family emergency (not including financial hardship)
- Pre-planned vacation (only if all missed activities are made up and fees are not delinquent).
- Time missed while on a leave of absence shall not be counted as participation time.

- Dress Code:

Appropriate dress is required in accordance with Program policy. Failure to meet the dress code will result in dismissal from the scheduled activity and the need to make-up the missed activity at a cost of \$25.00 to the participant

- Program Sobriety/Abstinence

All Program participants must comply with the Program sobriety regulations as defined in Subsection 9874 of Title 9 of the California Code of Regulations.

The DUI program shall determine whether the participant is under the influence of drugs or alcohol by either: requiring the participant to submit to testing with a chemical device designed to determine if an individual is under the influence or if two or more staff members documenting the behavior in the participant's program record. Title 9 Section 9874 (c) (2).

If the DUI program determines that the participant is under the influence of drugs or alcohol, the DUI program shall advise the participant that he/she may obtain a drug test at his/her own expense in order to refute the determination of being under the influence of drugs. Title 9 Section 9874 (e) (1). If the participant chooses to obtain a drug screening, it must be conducted by a clinical laboratory licensed by the Department of Health Services and must be conducted within 24 hours of the DUI program determination that participant was under the influence.

A participant directed to leave the facility with the determination that he/she is under the influence of alcohol or other drugs shall be counseled to arrange for transportation to the participant's place of residence at the participant's expense. Law enforcement will be called if a participant chooses to drive.

Participant Initials \_\_\_\_\_

### **EXTENSION**

Should the participant's attendance necessitate requesting an extension of time for date to return to court with a Notification of Completion (DL101), the participant shall be responsible for obtaining the extension from the sentencing court.

### **TERMINATION FOR PROGRAM NON-COMPLIANCE**

A participant shall be terminated and referred back to the sentencing Court/Probation for the following reasons:

- Fails to participate in required program activities within 21 days of transfer to another Driving Under Influence Program licensed by the Department;
- Fails to maintain program sobriety;
- Fails to comply with Driving-Under-the-Influence program rules;
- Fails to obtain a leave of absence, in accordance with Section 9876.5, when the participant is unable to attend any scheduled program services for 21 days or longer;
- Exceeds the number of allowed absences without a leave of absence approved in accordance with Section 9876.5;
- Is physically or verbally abusive or acts in a threatening manner to program staff or other program participants;
- Fails to resume attending program activities within 21 days of scheduled return from LOA.

A participant may be terminated and referred back to sentencing Court/Probation for the following reason:

- Fails to pay his/her program fees assessed in accordance with the requirement of Section 9879;

Any overpayment of fees shall be refunded to the participant within 90 days of the date of dismissal.

### **TRANSFERS**

A participant who transfers **out** to another State licensed DUI Program shall be assessed a transfer out fee of \$25.00. This requires that the participant enroll within 21 days of the transfer request and no exceptions will be made for failure to enroll within 21 days. All current/outstanding fees must be paid in full before the Program will complete the transfer request. Any overpayment of fees shall be refunded to the participant.

A participant who transfers **into** the Program from another State licensed DUI Program shall be assessed a transfer in fee of \$45.00.

Participant Initials \_\_\_\_\_



**FEEES FOR SERVICES**

The Program fee for the First Offender Nine (9) - Month Program is \$1,649.00. If your income qualifies for the General Assistance Grant level in San Bernardino County of 365.00 monthly, all Program services will be provided for \$5.00 per month, plus any additional fees incurred by participants. If your monthly family income is \$1,848.06 or less you are eligible for an extended payment schedule. You have the right to request a financial assessment in order to determine eligibility for the extended payment schedule or the General Assistance Grant level fee of \$5.00 per month.

- I am requesting a financial assessment
- I am NOT requesting a financial assessment

**The DUI program may withhold the participant's Notice of Completion certificate until the assessed program fee, and any additional fees assessed have been paid in full. Title 9 Section 9878 (i)**

Participant Initials\_\_\_\_\_

**REINSTATEMENT**

Any participant terminated from this Program may reinstate a sentencing Court/Probation order. A reinstatement interview must be scheduled and a \$50.00 fee will be assessed for each reinstatement. **Any fees owed at termination must be paid, as well as the reinstatement fees, before reinstatement is completed**

**GRIEVANCE**

If a participant believes service has been denied based on race, color, religion, sex, place of origin, heritage or mental or physical handicap, or if the participant has complaints about policies, procedures, facilities, or the conduct of staff, notification of these grievances may be addressed to the Program Director of this Program; San Bernardino County, Department of Behavioral Health, Access Unit at 303 E. Vanderbilt Way 3<sup>rd</sup> Floor, San Bernardino, CA. 92415-0026, or call (888) 743-1478 or the State of California Department of Health Care Services at (916) 322-2964.

**REFUNDS**

If a participant is transferred or terminated from the DUI program, a calculation of fees paid will be completed. The DUI program shall refund to the participant any program fee paid in advance for services the participant did not receive. Refunds to participants who have been dismissed from the program shall be issued within ninety days from the date of dismissal.

Participant Initials\_\_\_\_\_

**ADDITIONAL INFORMATION:**

- Upon successful completion of this State licensed DUI Program, including payment of all Program fees, this Program will issue a Notification of Completion form (DL101).
- I understand that regardless of my DMV or Court outcome, I am financially responsible for services rendered and that fees will not be refunded to me.
- I understand that in the event that I enroll in the Program before my court date, it will be my responsibility to provide the Program with the court referral papers as soon as I go to court. The court will not be notified of enrollment or any other action until the Program receives my court referral papers.
- I understand that this contract may be amended at a later date to include additional county requirements, when approved by the State of California Department of Health Care Services in accordance with Title 9, Chapter 3, Division 4 and San Bernardino County Board of Supervisors.
- I declare that to my knowledge, the DUI Program in which I am presently enrolling is the program required by my Court and/or DMV case, and that my enrollment is based solely on the information I have provided to the DUI agency which shall bear no responsibility if that information is incorrect. I declare that there are no other criminal or administrative matters pending against me that would require that I take another program. Therefore, should I complete this present Program and receive a Certificate of Completion and/or DL 101, it is my responsibility to notify the DUI Program if I am sentenced to another Program based on this violation.
- I understand I will not receive financial or activity credit for services rendered should I return to the DUI Program 24 months or longer from the date of my Program dismissal. I also acknowledge that this Program is only required to maintain my file 48 months from the date of transfer to another DUI program; date of dismissal from the program; or date of issuance of a Notice of Completion Certificate.

Participant Initials \_\_\_\_\_

**LOCATION OF SERVICES (PLEASE CIRCLE ONE):**

Ontario

Valley Improvement Programs, Inc.  
210 W B St,  
Ontario, CA 91762

**Rancho Cucamonga**

Valley Improvement Programs, Inc.  
8540 Archibald Ave., Bldg. 18, Ste. A  
Rancho Cucamonga, CA 91730

Upland

Valley Improvement Programs, Inc.  
1589 W 9th St E,  
Upland, CA 91786

**SCHEDULE OF SERVICES**

Your **group session** assignment is \_\_\_\_\_ (Day) beginning \_\_\_\_\_ (Date)  
at \_\_\_\_\_ (Time).

Your **education session** assignment is \_\_\_\_\_ (Day) beginning \_\_\_\_\_ (Date)  
at \_\_\_\_\_ (Time).

Your **individual fifteen-minute (15) interviews**, will begin on  
\_\_\_\_\_ (Date) at \_\_\_\_\_ (Time) and will continue for 9 sessions.

Your **exit interview** will be held on \_\_\_\_\_ (Date) at \_\_\_\_\_ (Time).

I have read and understand the rules and requirements as set forth. I also understand this contract may be amended at a later date to include additional Program requirements that have been approved by the San Bernardino County, Department of Behavioral Health, Alcohol and Drug Services – Administration.

**This contract has been explained to me and I have received a copy for my records.**

**I understand that being under the influence of alcohol or drugs, or both, impairs my ability to safely operate a motor vehicle. Therefore, it is extremely dangerous to human life to drive while under the influence of alcohol or drugs, or both. If I continue to drive while under the influence of alcohol or drugs, or both, and as a result of my driving, someone is killed, I can be charged with murder.**

\_\_\_\_\_  
Participant Name

\_\_\_\_\_  
Participant Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Counselor Signature

\_\_\_\_\_  
Date

Attached to this contract is the Fee/Schedule Payment Agreement

**FEE BREAKDOWN & FEE PAYMENT AGREEMENT**

By signing this agreement, I agree to pay the total Program fee. I understand that I will be terminated from this DUI Program for failure to pay the Program fee.

I also understand that a financial assessment will be conducted:

1. Upon my request;
2. Monthly if I qualify for the General Assistant Benefit Level.

Intake/Enrollment:.....	\$62.00
Assessment:.....	\$45.00
Interaction Groups:.....	\$25.00 per hour X (48-hours) = \$1,200.00
Education:.....	\$16.00 per hour X (12- hours) = \$192.00
Face-To-Face:.....	\$9.00 per 15-minute interview X (10 F2F's or 2.25-hours) = \$90.00
<b><u>MONITORING FEES</u></b>	
County Monitoring Fee:.....	\$43.00
State Monitoring Fee:.....	\$17.00
<b>TOTAL PROGRAM COST .....</b>	<b>\$1,649.00</b>

**ADDITIONAL PROGRAM FEES:**

Duplicate DL101/Research .....	\$10.00
Transfer Out (In County/Out of County) .....	\$25.00
Transfer Out Fee if on General Assistance Benefit Level.....	\$5.00
Returned check .....	\$25.00
Missed Activity Fee .....	\$25.00
Rescheduling Fee .....	\$25.00
Rescheduling Fee (for Missed Activity) General Assistance Benefit Level .....	\$ 5.00
Leave of Absence Processing Fee .....	\$25.00
Reinstatement .....	\$50.00
Reinstate if on General Assistance Benefit Level .....	\$10.00
Transfer-In Fee (In County/Out of County).....	\$45.00

<b>PAYMENT SCHEDULE</b>	
<b>TOTAL PROGRAM FEE</b>	\$ 1,649.00
Down-payment	\$ 192.00
<b>BALANCE DUE</b>	\$ 1,457.00
Weekly, Bi-Weekly, Monthly Payment Amount (Circle One)	\$
Payment 1 of _____ payments is due by _____, with a final payment due on _____.	
Signature of Participant	Date
Signature/Title of Program Representative	Date