

- 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.
- Leave of Absence:
Participant may request a leave of absence (LOA) whenever he/she is unable to attend any scheduled program activities. A LOA 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 LOA processing fee will be assessed for each LOA 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.

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.

FEES FOR SERVICES

The program fee for the Multiple Offender Program is \$2,043.00. 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 participant. 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 3rd 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 as an enrollee in the Multiple Offender Program, I am required to attend a face-to-face counseling session every other week for the first twelve months of the program. Should it become necessary for me to receive more than 26 face-to-face interviews, I will be assessed a fee of \$9.00 for every additional face-to-face interview I receive.
- 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:

Rancho Cucamonga

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

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) interview**, held every other week, will begin on
_____ (Date) at _____ (Time) and will continue for 12
months.

Your monthly **Re-Entry Group** 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.

<u>PHASE I</u>	
Intake/Enrollment:	\$62.00
Assessment:	\$45.00
Interaction Groups:	\$25.00 per hour X (52 hours) = \$1,300.00
Education:	\$16.00 per hour X (12 hours) = \$192.00
Face-To-Face:	\$9.00 per face-to-face X (26 sessions) = \$234.00
<u>PHASE II</u>	
Re-Entry Groups:	\$25.00 per hour X (6 hours) = \$150.00
<u>MONITORING FEES</u>	
County Monitoring Fee:	\$43.00
State Monitoring Fee:	\$17.00
TOTAL PROGRAM COST	\$2,043.00

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

PAYMENT SCHEDULE	
TOTAL PROGRAM FEE	\$ 2,043.00
Down-payment	\$ 192.00
BALANCE DUE	\$ 1,851.00
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

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

1501 West 9th St., Suite B, Upland, CA 91786 (909) 985-2785

Valley Improvement Programs, Inc. Card Transaction Policies

- When making a phone payment, participants will be asked to confirm the name on the card. If the card name is different from the participant's name, the office must confirm cardholder authorization before accepting payment.
- If the cardholder is unavailable for authorization, participants can pay in person with cash or card along with a picture ID.
- **If a participant's card payment is flagged and disputed for fraud by the bank; participant may no longer pay over the phone or online. Card payments must be made in person (if using credit, participant must present a picture ID). Participants will be required to sign a receipt.**
- **Before making your payment using our website's Payment Portal, be prepared with the following information:** program location, VIP issued participant number, program type and payment amount. If you don't know your VIP number, or how much you should pay, please contact your corresponding office for clarification.

X

Participant Signature and Date

I Accept the Card Transaction Policies