ENROLLMENT INFORMATION

Attached is the enrollment packet that you will be required to fill out for your appointment. Please fill out the packet to the best of your ability. The enrollment appointment can be a prolonged process. For that reason, we recommend taking the time to fill out as much of it ahead of time as you can.

Please leave dates and signatures blank until your enrollment appointment.

ENROLLMENT APPOINTMENT

At your appointment you will be required to bring the following:

- **Photo ID**
- **Court Order (Convicted)** – Please ensure that you are enrolling prior to the enrollment deadline stipulated on your court order. Should you attempt to enroll after the deadline you will be sent back to the referring court to obtain a new order.
- **DMV Driving Record (Prior to Conviction or DMV ONLY) –** Must be recently obtained within 30 days of appointment
- **$200 Enrollment Fee** – May be cash, card, or check

At the time of your appointment, please let the office know about any special circumstances or information regarding your program. Some examples may include:

- Enrolling with a referral (Some counties will require you to obtain a referral prior to enrollment)
- Enrolling without a Driver's License #
- Enrolling into a Wet & Reckless program under the age of 21
- Enrolling prior to court conviction
- Enrolling with a concurrent order or intent to run programs concurrently
- Enrolling with an order to expedite

Should you have any questions regarding your paperwork, please contact the office of your appointment:

- VIP – Rancho Cucamonga:
  - Phone: (909)-987-4036
  - Fax: (909)-481-5368
  - Email: cs@valleyimprovementprograms.org
- VIP – Ontario:
  - Phone: (909)-983-3665
  - Fax: (909)-467-3646
  - Email: cson@valleyimprovementprograms.org

Please list any information below that you would like the office to know about regarding your program:

Name: Date:

NOMBRE
NAME _____ FECHA
DATE _____ VIP # _____

DIRECCION
ADDRESS _____ CIUDAD
CITY _____ Z POSTAL
ZIP CODE _____ APT # _____

TELEFONO
PHONE: _____ NACIMIENTO
BIRTHDATE: _____ EDAD
AGE _____

TRABAJO
EMPLOYER _____ DIRECCION
ADDRESS _____ TELEFONO
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 _____

EMAIL _____

NOTES

DATE	BALANCE	PAID	BALANCE	TERMINATION	RE-INSTATEMENT	COMPLETION

STATE OF CALIFORNIA
DMV
DEPARTMENT OF MOTOR VEHICLES

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:	PROVIDER'S ADP LICENSE NUMBER
VALLEY IMPROVEMENT PROGRAMS, INC.	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

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
		( )

DL 804 (REV. 1/2003)

CLIENT INTAKE INFORMATION & ASSESSMENT

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: _____

LEGAL HISTORY:

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 drink 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 seen 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: _____ *Date:* _____

Participant Signature: _____ *Date*: _____

MULTIPLE OFFENDER DUI PROGRAM CONTRACT
(18 months 78 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

Phase I: 12 Months:

- 1 Hour Intake
- 1/2 Hour Assessment
- 12 Hours of Alcohol/Drug Education: 6 sessions: 2 hours duration each.
- 52 Hours of Group Interaction: ☒26, 2-hour group sessions every 2 weeks, or ☐52, 1-hour group sessions weekly
- 6.5 Hours minimum of Individual face-to-face interviews for 15 minutes each, every two weeks until the completion of education and group counseling services.

Phase II: Six Months:

- 6 Hours Community Re-entry groups – 1 hour monthly for six months.

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 $45.00 missed activity fee. *A participant in Phase II of the Multiple Offender program who is absent for two (2) consecutive scheduled program re-entry groups and fails to obtain a Leave of Absence will be automatically terminated and returned to Court*.

- Absences:
  A participant in a Multiple Offender Program shall not be allowed more than ten (10) total absences per period of enrollment. A participant who is absent more than 10 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 $45.00 may be assessed to the participant.

Participant Initials_____

- 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 $45.00 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 $45.00 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 $45.00 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 $45.00. 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 $100.00.

Participant Initials_____

FEES FOR SERVICES

The program fee for the Multiple Offender Program is $2,240.00. If your income qualifies for the General Assistance Grant level in San Bernardino County of $486.00 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 $2,481.00 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 $60.00 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 $10.00 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:

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 *P*rogram 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.

PHASE I

Intake/Enrollment: $90.00
Assessment: $60.00
Interaction Groups: ..... $27.00 per hour X (52 hours) = $1,404.00
Education: ..... $17.00 per hour X (12 hours) = $204.00
Face-To-Face: ..... $10.00 per face-to-face X (26 sessions) = $260.00

PHASE II

Re-Entry Groups: ..... $27.00 per hour X (6 hours) = $162.00

MONITORING FEES

County Monitoring Fee: $43.00
State Monitoring Fee: $17.00
TOTAL PROGRAM COST $2,240.00

ADDITIONAL PROGRAM FEES:

Duplicate DL101/Research $40.00
Transfer Out (In County/Out of County) $45.00
Transfer Out Fee if on General Assistance Benefit Level $5.00
Returned check $45.00
Missed Activity Fee $45.00
Rescheduling Fee $45.00
Rescheduling Fee (for Missed Activity) General Assistance Benefit Level ..... $ 5.00
Leave of Absence Processing Fee $45.00
Reinstatement $60.00
Reinstate if on General Assistance Benefit Level $10.00
Transfer-In Fee (In County/Out of County) $100.00

PAYMENT SCHEDULE	
TOTAL PROGRAM FEE	$ 2,240.00
Down-payment	$ 200.00
BALANCE DUE	$ 2,040.00
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

FOR PROGRAM USE ONLY:
PARTICIPANT COPY
Effective: 02/24/26
☐ Emailed ☐ In Person

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

Valley Improvement Programs, Inc. Credit 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 card holder 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. Card payments must be made in person (if using credit, participant must present a picture ID). Participants will be required to sign a receipt.**

Signature: _____ **Date:** _____

Participant Signature

I accept the Card Transaction Policies

California DUI Murder a.k.a. The Watson Murder Rule!

Posted on May 26, 2010 by attorney Gabriel Dorman

In California, a DUI resulting in the death of another human being is known as a "Watson Murder." The "Watson Murder" or "Watson Murder Rule" originated with the case of People v. Watson, in which a multiple DUI offender's prior convictions were used to prosecute him for second-degree murder under the legal theory of "implied malice".

"Implied Malice" second-degree murder can best be summarized as follows: "I know what I am doing is dangerous to human life, but I don't care, I am going to do it anyway!"

In 1981 the California Supreme Court, in the landmark case of People v. Watson, held that someone who causes a fatal accident as a result of driving drunk can be found guilty of second degree murder based on a theory of “Implied malice”. As a result, nearly all courts in California require the signing of a "Watson Advisement" as part of DUI sentencing as a way to make prosecution of a potential subsequent second degree murder case by DUI easier to prosecute.

"Watson Murder" prosecutions are generally, but not exclusively, applied to individuals with prior DUI convictions. An individual's prior conviction(s) often makes it are easier to prove "implied malice" because their prior conviction puts them on notice of the inherent dangers of drinking and driving. In almost all cases, the person has already attended alcohol educations classes where they learned about the dangers of drinking and driving. As such, what the person may not have known the first time they got a DUI, cannot be said for the second or subsequent DUI. Prosecutors will also use prior attendance at DUI schools to prove that the defendant was expressly made aware of the dangers of driving drunk including the potential for killing someone.

As a matter of fact, in an effort to make future Watson Murder prosecutions easier, all California courts, including all Los Angeles and Orange County DUI courts, require a defendant to sign a waiver advising them of the dangers of DUI and the potential consequences if they do it again and hit and kill someone in the process. The advisement is referred to as 'The Watson Advisement" which states as follows:

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.

This way, if that person happens to drink and drive again, and in the process, hits and kills someone with their car, there is a signed notice on file with the court acknowledging they knew it was dangerous but did it anyway ...implied malice has been established for purposes of a "Watson Murder".

CALIFORNIA DUI MURDER a.k.a. THE WATSON MURDER RULE!
"THE WATSON ADVISEMENT"
ACKNOWLEDGMENT

I _____ have received a copy of California's DUI Murder a.k.a. Watson Murder Rule. By signing below, I attest that I have read and understand The Watson Advisement.

Client Printed Name: _____ Date: _____

Client Signature: _____ Date: _____

Witness Signature (VIP Representative): _____Date: _____

VALLEY IMPROVEMENT PROGRAMS, INC.
PROGRAM AND COMPANY POLICIES

This is an overview of key sections discussed during your Orientation/Enrollment appointment. Please refer to this informational sheet or your copy of the contract regarding program policy. Valley Improvement Programs, Inc. policies follow the strict guidelines established by California Code of Regulations Title 9, set forth by the State of California Department of Health Care Services.

- **You will be terminated from the program and referred to Court and to CA DMV if:**
  - You have been absent for **21 consecutive days** from your last attendance date.
  - Exceed the number of absences allowed for your program.
  - **Are perceived to be physically or verbally abusive, this includes perceived harassment of any kind towards staff members or other program attendees.**
  - Fail to pay program fees established and approved by the county.
  - Are under the influence of alcohol or other drugs.
- **There is no grace period for arriving late to your scheduled activities, this includes participants attending Live Virtual Services or interviews via Telehealth/Zoom. Those arriving late will not be allowed to attend their scheduled activity and will be charged a $45.00 absence or rescheduling fee.**
- **You are responsible for your program schedule. Please contact the front office regarding rescheduling, payments, absences, leaves of absence, progress reports and file auditing.**
- You will remain on a class/interview roster until all your program activities have been completed including make-ups.
- For in-person activities, bring your blue/yellow/grey/purple attendance card to each session. This will assist the office in auditing your file and provide additional documentation of attendance.
- **A $45 fee will be applied** for absences, rescheduling, and leaves of absence (LOA).
- If you exit the building during class, or leave your Zoom session for any reason, you will not be allowed back into class, you will not receive participation credit, and a $45 fee will be applied to your account.
- **No cell phones or use of other electronic devices allowed in class (except those used to participate in Live Virtual Services during Zoom).**
- **No food or drinks allowed during in-person services.**
- **Enrollment prior to court conviction:** Provide the front office with a copy of your court order, minute order, or referral, upon conviction. Notification of enrollment to the sentencing court will be delayed pending conviction documentation.
- **Termination for non-compliance of program policies:** Termination from the program can result in the loss of your restricted license, and in most cases, CA DMV, will not reinstate your driving privileges until you have completed the required program. There may be additional penal actions by your sentencing court for violating program policies.

I have read, understand, and agree to follow Valley Improvement Programs, Inc. Program Policies.

Client's signature: _____ Printed name: _____ Date: _____

Witnessed by: _____

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

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.

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 $100.00 may incure if a modification of the program type you are/were initially enrolled in changes.

Participant Signature

Date

Program Staff Name (Print)

Date

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

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

VALLEY IMPROVEMENT PROGRAMS, INC.

8540 Archibald Ave. Building 18 Suite A, Rancho Cucamonga, CA 91730 ▪ (909)-987-4036
210 W B Street, Ontario, CA 91762 ▪ (909)-983-3665

Release Authorization for Email Correspondence

I (participant name) _____, hereby authorize **Valley Improvement Programs, Inc. (VIP)** the email disclosure of information and/or records for the purposes of establishing or determining my status, progress, and/or compliance with the terms and conditions of my participation in the program.

I understand that to receive email correspondence from **VIP** I must provide my preferred email address. I understand that it is my responsibility to update my email address accordingly. I understand that VIP will not be held responsible for my personal information once it is emailed to my email address on record. I also understand that to receive the following information via email correspondence I must request email notification.

- Proof of Enrollment Duplicate
- Proof of Completion Duplicate
- Progress Report
- Payment Receipts
- Class Schedule
- Class ID and PW

Participant Name: _____ Date: _____

Participant Signature: _____ Date: _____

Valley Improvement Programs, Inc. (VIP) Live Virtual Services (LVS) Policies and Procedures

Definitions

"Virtual Services means the provision of synchronous counseling services by a licensed DUI program via real-time video over the internet. DUI programs are required to utilize a HIPPA-compliant platform when providing virtual services."

"Electronic Signature means a digital version of a conventional handwritten signature. DUI programs utilizing electronic signatures must require a digital certificate to verify the identity of the signer, ensuring that the signature is authentic and cannot be forged. Electronic signatures may also be used to record relevant information, such as the date and time a document was digitally signed."

In utilizing electronic signatures, programs must ensure compliance with applicable laws and regulations governing digital transactions and electronic signatures to ensure both client confidentiality and the security of the document signing software.

Valley Improvement Programs, Inc. provides In-Person, Hybrid and Live Virtual Services/Zoom. Some personal information such as your name, email address, and computer IP address will be shared with Zoom.

Valley Improvement Programs, Inc. maintains confidentiality for LVS as stated in our Confidentiality Policy. Clients must abide by the Confidentiality Agreement signed upon enrollment.

Participants must be screened to determine if virtual services are appropriate. Screening shall include the participants' access and understanding of the following:

- Maintain confidentiality, in accordance with 42 CFR Part 2, including the confidentiality of other participants in Live Virtual Services.
- Missing more than two LVS sessions due to technical difficulties will disqualify a participant from LVS program services.
- Internet service and connectivity.
- Equipment, i.e., computer, phone, or tablet with video and audio capabilities, a comfortable chair and desk.
- A designated private space free of distractions to participate in LVS sessions.

- Zoom Application
- Access to receive the HIPPA compliant electronic signature JotForm

Participants that do not meet the LVS screening criteria will be given an in-person program schedule. * PER TITLE 9, §9852, 9854 NO CREDIT FOR ATTENDANCE SHALL BE GIVEN UNLESS THE PARTICIPANT ATTENDS THE ENTIRE SESSION AS SCHEDULED. Participants are asked to log in to an LVS session 10 - 15 minutes early to secure connectivity, resolve minor technical difficulties, and secure attendance credit. Participants screening results will be documented in the participant case folder.

VIP does not offer remote technical support or trouble shooting. By selecting LVS sessions, participants understand the inherent risk of technical difficulties and that attendance credit will not be given if the participant is dropped from their LVS session. Participants are instructed to contact their corresponding program office number or customer service email for assistance during business hours.

Business Hours Contact:

- Rancho Cucamonga Office: Monday – Thursday 9am – 8pm, Friday – Saturday 8am – 1pm (909)987-4036 or cs@valleyimprovementprograms.org
- Ontario Office: Monday – Thursday 9am – 8pm, Friday – Saturday 9am – 1pm, (909)983-3665 or cson@valleyimprovementprograms.org

VIP prioritizes the integrity of our program services. Counselors providing In-Person and LVS must comply with all laws and regulations governing Professional Responsibility, Unprofessional Conduct, and Standards of Practice while providing LVS, including, but not limited to, VIP's Code of Conduct, Staff Confidentiality Agreement, SUD certifying agencies' Code of Ethics, Section 4992.3 of the Business & Professions Code, Section 13060 of Title 9 of the CCR, and with 42 CFR Part 2 accordingly.

Counselors and participants must join LVS sessions in a private setting free of distractions. The setting background should appear neutral or professional. No virtual or blurred backgrounds are allowed. Counselors must observe VIP's dress code. Per Title 9, §9852. (4)(g) The instructor must be present during the entire session. Counselors and participants shall attend LVS sessions alone in a secure area without other people or distractions.

Participants in either in-person or LVS sessions must observe appropriate dress attire, i.e., no clothing that displays drug, alcohol, sexual innuendo, or vulgar text will be allowed, no ski masks, sunglasses or hats that cover the face are allowed. LVS sessions must mirror in-person sessions. Per Title 9, §9852 (3)(k), 9854 (6)(k), No credit shall be given for attendance unless the participant attends the entire session as scheduled.

VIP's Live Virtual Services (LVS) Policies and Procedures Acknowledgement

I _____ have read and agree to comply with VIP's LVS Policies and Procedures. I understand that VIP offers In-Person, hybrid (a combination of in-person and LVS), and LVS program services. I understand that LVS is not a guaranteed option and can be rescinded. I understand that LVS screening may determine that in-person program services are more suitable for me. I understand that it is my responsibility to secure the equipment and technology to participate in LVS, I understand that I will not receive session credit unless I attend the entire session as scheduled, I understand that after two missed LVS sessions due to technical difficulties, I will no longer qualify for LVS program sessions. Furthermore, I understand that it is my responsibility to secure the necessary and appropriate environment to participate in LVS sessions.

Participant Name: _____ Date: _____

Participant Signature: _____Date: _____

Counselor Name: _____ Date: _____

Counselor Signature: _____ Date: _____

Valley Improvement Programs, Inc. (VIP) Confidentiality Agreement

I _____, (the undersigned) agree to maintain confidentiality in accordance with 42 CFR Part 2, including confidentiality of other Live Virtual Services participants, I understand that all matters concerning any participant at VIP, are strictly confidential and are governed by Title 9 Regulations, the Health and Safety Standards, 42 CFR Part 2 and the HIPPA regulations.

I understand that any information obtained in connection with in-person, or Live Virtual Services group sessions, educational sessions, or other program services shall not be released to any agency or person. I further understand that other than session participants, session counselors, and designated program representatives, i.e., office staff, I must attend in-person and Live Virtual Services sessions alone. I understand that virtual and blurred backgrounds are not allowed.

I understand that video recording, audio recording, pictures, or screenshots of in-person and Live Virtual Services sessions are a direct violation of program confidentiality and will result in immediate termination. Violation penalties may include legal consequences of up to 3 years in jail, and/or a $2500 fine.

I understand that participants engaging in the above mentioned or any activities that are perceived to be in violation of VIP's Confidentiality Agreement, HIPPA Compliant Zoom Platform Confidentiality Policy Release, 42 CFR Part 2, VIP Program Policies, or Contract Policies, will be removed from the session without attendance credit, charged a $45 absence or rescheduling fee, and in some cases, immediately terminated from the program, referred to the sentencing court, and potentially have their license, restricted license, or provisional license revoked by the California Department of Motor Vehicles.

Valley Improvement Programs, Inc. (VIP) Confidentiality Agreement Acknowledgement

Participant Name: _____ Date: _____

Participant Signature: _____ Date: _____

Counselor Name: _____ Date: _____

Counselor Signature: _____ Date: _____

Valley Improvement Programs, Inc. (VIP) Live Virtual Services (LVS) Contract

Please carefully review the following rules and information pertaining to VIP's LVS. This LVS contract is in addition to the participant program contract and is used to meet the expectations and requirements of LVS.

I _____, elect to participate in LVS program services via HIPPA compliant Zoom utilizing HIPPA compliant signature platform JotForm at VIP. I understand that VIP offers LVS, in-person, and hybrid (a combination of both LVS and in-person sessions). I understand that specific technology is required to participate; a computer, tablet, or smart phone with audio and video capability. I certify that I have access to the required technology and platforms. Additionally, I have read VIP's Confidentiality Policy. I understand that LVS provisions are offered on a temporary basis as allowed by CA Department of Health Care Services (DHCS) and San Bernardino County Department of Behavioral Health Services. I Understand that I must meet the required criteria at enrollment to participate in LVS program services.

To receive attendance/participation credit, I understand that I must comply with the following:

- NO DRIVING ALLOWED.
- Login to my LVS session 10 – 15 minutes early.
- Attend LVS session alone.
- Joining a session while out with others or in public is prohibited.
- Sign in using my full name on file.
- No smoking, drinking, or eating allowed during LVS session.
- Wear appropriate dress attire, i.e., fully clothed, no alcohol, drugs, sexual or derogatory paraphernalia, no visible undergarments or pajamas, no ski-masks or face covers are allowed.
- Complete and submit the HIPPA compliant electronic signature JotForm in the Zoom Chat Box launched at the beginning of the LVS/Zoom session. The electronic signature form must be completed in its entirety. **No exceptions.**
- Complete the Zoom poll launched by the counselor. The poll must be completed in its entirety.
- Be on time with the video and audio function on for the entire session.
- Remain upright and in a seated position facing the camera for the entire session, no laying down in bed.
- Virtual or blurred backgrounds are prohibited.
- I may not attend an LVS session under the influence of any amount of alcohol or other drugs.

- I must adhere to the rules and regulations as specified in my participant program contract at the time of enrollment including VIP's Confidentiality Agreement in accordance with Title 9 Code of Regulations and 42 CFR Part 2.
- The use of other electronic devices during LVS services is prohibited.
- Taking a picture or screenshot of an LVS via Zoom session is prohibited and will result in program termination.
- In accordance with CA Two-Way Consent Law, no audio or video recording is allowed. Violation penalties may include legal consequences of 3 years in jail, and/or a $2500 fine.
- Disruptive or perceived threatening behavior will result in dismissal from LVS session and potentially program termination.
- Participants must attend LVS sessions free of distractions or other people in the room with participant. Violation penalties will result in session dismissal and program termination.
- No smoking/vaping breaks.
- Missing more than two LVS sessions due to technical difficulties will result in an all In-Person program schedule.

Valley Improvement Programs (VIP) Live Virtual Services (LVS) Contract Agreement

I _____, have read and agree to comply with VIP's Live Virtual Services Contract. I understand that VIP offers in-person, hybrid (a combination of both LVS and in-person sessions) and LVS program services. Furthermore, I understand that violating VIP's Live Virtual Services contract may result in penalties including program dismissal, and in some cases legal consequences of 3 years in jail, and/or a $2500 fine.

Participant Name: _____ Date: _____

Participant Signature: _____ Date: _____

Counselor Name: _____ Date: _____

Counselor Signature: _____ Date: _____

Live Virtual Services (LVS) Screening

Participants electing Live Virtual Services via HIPPA compliant Zoom Platform must be screened for LVS compatibility upon enrollment.

Please utilize the following questionnaire to determine if the participant is a suitable candidate for LVS sessions. Discuss the results of the screening with participant and document in participant file.

*Participants that do not qualify for LVS sessions can request to screen again when the impeding issues are resolved.

Screening Questionnaire, Please Indicate:

- Does participant have reliable internet access? Yes, ___ No ____
- Does participant have the necessary technology/equipment, i.e., computer, smart phone, or tablet with video and audio capabilities? Yes, ___ No ____
- Does participant have access to a quiet private area with a comfortable chair and desk/table to participate in LVS sessions? Yes, ____ No ____
- Does the participant have an email? Yes, ___ No ____
- Is the participant able to download the Zoom application? Yes, ___ No ____
- Does the participant have access to a quiet restricted area with appropriate upright seating for at least two (2) uninterrupted hours? Yes, ___ No ____
- Does participant have a basic understanding of the required technology? Yes, ___ No ____
- Does participant verify it is their choice to utilize LVS for some or all their program services? Yes, ___ No ____
  Does participant understand that missing more than two LVS sessions due to technical difficulties will result in an all in-person schedule? Yes, ____ No ____
- Does participant understand and agree to sign the LVS Contract Agreement? Yes, ___ No ____
- Does participant assume full responsibility to secure the necessary technology, equipment and environment to participate in LVS? Yes, ____ No ____

Live Virtual Services (LVS) Screening Agreement

Participant Name: _____ Date: _____

Participant Signature: _____ Date: _____

Office Representative Name: _____ Date: _____

Office Representative Signature: _____ Date: _____

FOR OFFICE USE ONLY

Does the participant qualify for LVS program services? _____
Additional Comments: _____
_____
_____