Second Chance, Inc.
Driving Under the Influence Program
Participant Contract

Welcome to Second Chance Driving Under the Influence (DUI) Program. Second Chance DUI Programs understand that getting a DUI and the subsequent consequences can be overwhelming. Second Chance staff are committed to providing you with a positive DUI program experience, we hope you take advantage of the time you will have with us and work towards making this DUI your last DUI.

DUI Programs are governed by the California Code of Regulations Title 9, Division 4, Chapter 3, and Alameda County DUI Program Standards. This contract is designed to ensure you are aware of these regulations and standards to assist you to successfully complete the DUI Program and comply with your court order and/or regain your full driving privileges.

What to Expect: Program Activities

Group Sessions: Group sessions are facilitated by a California Registered or Certified Substance Use Disorder Counselor. Our groups are structured to allow the participants to talk and share ideas and information in order to identify and resolve alcohol or drug related problems; provide an opportunity for participants to examine their own personal attitudes and behavior; and provide support for positive changes in life style to facilitate reduction or elimination of alcohol or drug problems.

Education: Educational topics will focus on: The use and effects of alcohol and other drugs, the nature of addiction to alcohol and other drugs, impairment of driving abilities, skills, and judgment caused by consumption of alcohol or other drugs, alternatives to the abuse of alcohol and the use of illicit drugs, including discussion of how abstinence, additional county requirements, ancillary services, and participation in self-help groups, assist the participant to recognize the effects of chemical dependency and understand the recovery process and, the effects of alcohol or other drug use on the individual, the family, and society.

Face to Faces: The DUI program participant will meet with a counselor individually to discuss their attendance in educational sessions and counseling sessions; identify problems which may be barriers to program completion, including progress in group and other counseling sessions; and evaluate the participant's need for referral to ancillary services.

Alcohol and Drug Use Assessment: Within the first 60 days of participation each participant will complete an assessment of their alcohol and/or drug use. The assessment will be conducted by a California Registered or Certified Substance Use Disorder Counselor. The counselor conducting the assessment will discuss the results of the alcohol and/or drug assessment with the participant and recommend any ancillary services he/she thinks would be potentially beneficial to the participant.

Additional County Requirements: The County of Alameda has mandated that all DUI program participants of the 3, 6, 9, and 18-month programs must attend and complete a MADD Victim Impact Panel Class (VIP), this includes participants who transfer from a county that does not have this requirement. You must provide Second Chance proof of completion prior to program completion, failure to complete the VIP is grounds for dismissal. Second Chance will provide you with a VIP referral form and a class schedule, please read carefully as they have necessary information regarding attendance and payment requirements. You are responsible for scheduling the VIP class or rescheduling a missed class. Any questions, concerns, or disputes regarding the VIP attendance, completion or payment should be addressed to the local MADD office.

Program Structure

	Wet Reckless 23103/23140	3 Month First Offender	6 Month First Offender	9 Month First Offender	18 Month Multiple Offender
Education 2-hour sessions	6	8	8	8	6
Group 1.45-hour sessions	0	8	16	25	30
Face to Face 15-minute sessions	0	3	4	6	26
Reentry 1-hour sessions	0	0	0	0	6

Participant Initial _____

Confidentiality: DUI program participant records are confidential under 42CFR and HIPAA and cannot be disclosed without a release signed by the participant, or as otherwise provided by the law. Furthermore, this consent to release will expire or may be revoked as specified in the Consent to Release form provided at intake. As part of the enrollment process you must fill out a form which asks about your ethnicity, age, income level, and education level, the County and State regulating agencies require this information. The DUI Program has a legal obligation to report suspected child or elderly abuse/neglect (PC-11166), imminent intent to harm self or other, or an act of crime against the program property or personnel. The confidentiality of other program participants is the responsibility of each participant. A violation of another participants program attendance is taken seriously and is grounds for dismissal from the program.

Attendance: Title 9 regulations are very specific regarding DUI program attendance. Attendance at the DUI program must be given a priority.

Late to Activities: Title 9 does not allow for a grace period and those arriving late to activities will not be allowed to stay. This will be considered an absence and will incur an Absence Fee. The missed activity must be made up prior to program completion.

Missed Activity Absence: Last minute emergencies may arise, and the participant may not be able to provide the DUI program with advance notice of their inability to attend a scheduled activity, this is an absence. Absences must be made up prior to program completion and each absence will incur an Absence Fee. Title 9 imposes the following absence regulations by program level, if a participant exceeds the allowable absence for their program level they must be dismissed from the program:

	Wet Reckless	3 Month	6 Month	9 Month	18 Month
Number of Allowable Absences	2	5	7	7	10

Missed Activity Reschedule: When the participant notifies the DUI Program **in advance** that they will miss a scheduled activity this is a reschedule and does not count towards the allowable absences. Reschedules must be made up prior to program completion and each reschedule will incur a Reschedule Fee. You must call in to the Second Chance office **in advance** of missing the activity to receive a reschedule.

Twenty-One Day Attendance Regulation: Participants in the DUI program are required to request a leave of absence if they are unable to attend any scheduled program activities for 21 days or longer. Participants may request a leave of absence for less than 21 days. Participants who miss program activities for longer than 21 days in a row without an approved leave of absence will be dismissed from the program.

Leave of Absence: A leave of absence (LOA) is available for participants who are unable to attend program activities for a period of time. To request a leave of absence, the participant shall submit to the DUI program a written request for a leave of absence, and any documentation substantiating the need for a leave of absence. The written request shall specify: the name of the participant; the reason for requesting the leave of absence; and the dates of the requested leave of absence. LOA's must be requested in advance and each LOA will incur a LOA Fee. LOA's are granted for:

- Military personnel whose orders or responsibilities require an extended absence.
- Work requires travel for an extended period.
- Extended illness or medical treatment or that of a family member.
- Incarceration or participating in a residential alcoholism or drug abuse recovery or treatment program.
- Extreme personal hardship or family emergency.
- Vacation. A LOA for vacation can only be granted if the participant has made up all absences and paid all outstanding fees.

Participant Initial _____

Payments: DUI programs are regulated to set participant fees at a level sufficient to cover the cost of program services, including each participant's share of personnel and operating expenses incurred by the DUI program in providing program services. DUI program fees are reviewed and approved by the County and State.

Late Payment: The monthly payment is due on the 1st or 15th of each month as specified in the Payment Contract.

Payment Options: Payments can be made by money order, cashier's check, or credit/debit card. Participants will receive a receipt for credit/debit card payments made onsite at Second Chance DUI Program. We do not accept checks for payment.

Financial Assessment: If a participant feels they are unable to make the monthly payment they must request a financial assessment to determine if they qualify for an extended payment plan or if their income is at the General Assistance level.

Failure to Pay: If a payment is more than 15 days delinquent your Group and Education sessions will be suspended for 15 days. Payment must be made within 10 days of the date on the suspension letter to lift the suspension. During the time of a program suspension you must still attend any scheduled Face-to-Face Interviews. A financial reassessment will be conducted if the scheduled payment is delinquent 30 days or more; or prior to dismissal from the program for failure to pay the program fee. If a participant fails to make payments in full and on time without requesting and attending a financial assessment, this is considered failure to pay; and will result in dismissal from the program

Program Sobriety: Title 9 mandates that participants enrolled in the DUI program must maintain program sobriety. Program sobriety means that participants shall not attend program services or activities or be on the DUI program premises while under the influence of any amount of alcohol or drugs. It also mandates that DUI program participants shall not be convicted of a subsequent DUI offense while enrolled in a DUI program. Violation of the program sobriety regulation is grounds for program dismissal.

Program Abstinence: During the period of DUI Program enrollment Second Chance would like to encourage complete abstinence from the use of alcohol and/or illicit drugs as a goal for the duration of participation in the program. Abstinence allows the participant to fully engage in the self-assessment process; to identify areas in the participant's life that may contribute to high risk use of alcohol or other drugs and encourages the participant to create strategies to address these areas. The assessment of the personal use of alcohol and/or illicit drugs leads to a healthy lifestyle and reduces the risk of driving under the influence and other consequences of use.

Program Dismissal: Title 9 dictates that DUI programs must dismiss a participant from the program for the following reasons. Upon dismissal the DUI program must notify the court of referral and the Department of Motor Vehicles of the dismissal.

- Fails to participate in required program activities within 21 days of transfer to another DUI program licensed by the Department.
- Fails to maintain program sobriety.
- Fails to comply with DUI program rules.
- Fails to comply with additional county requirements which have been established by the county alcohol and drug program administrator.
- Fails to attend program services for 21 days or longer without obtaining a leave of absence.
- Exceeds the number of absences allowed in their program level.
- Fails to resume attending program activities within 21 days of the scheduled return from a leave of absence.
- Is physically or verbally abusive or acts in a threatening manner to DUI program staff or DUI program participants.
- Fails to pay his/her program fee assessed, fails to reschedule, and attend a financial assessment.

Participant Initial _____

Program Rules:

- Respect other participants confidentiality.
- Treat other participants and staff with respect; understand that inappropriate behavior and uncooperative performance is grounds for program dismissal.
- Be on time for all activities.
- Smoking is not allowed on the premises.
- Food and drinks are not allowed except in designated areas or outside of the building.
- Visitors or children are not allowed in program activities.
- Children are not to be left unattended on the premises at any time.
- No part of the building shall be modified or defaced.
- Appropriate attire is required for all program activities. Wear clean and modest clothing. Do not wear sunglasses in the building.
- Sleeping or closing eyes during program activities may result in an absence.
- All participants are expected to participate in group discussions and respect other participants by listening while they speak.
- Participants who appear to be under the influence agree to submit to breath/drug test or face dismissal.
- Cell phones are to be turned off or put in silence mode while in class.
- Please arrange transportation prior to coming to class.

Reinstatement Following Dismissal: If a participant is dismissed from the program they may reinstate and receive credit for all activities attended and fees paid if that reinstatement occurs no later than two years from the dismissal date. The reinstatement will incur a reinstatement fee at the time of reinstatement and any money owed for services received prior to dismissal will be due at reinstatement.

Program Enrollment Level: When enrolling in a DUI program following arrest for a DUI offense prior to a conviction, the DUI program will enroll the participant in the most appropriate program type based on the information contained in the enrollment documents presented. Second Chance 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.

Following the initial DUI program enrollment there may be instances in which DMV's MAU review of the DUI offense/driving history and/or court proceeding may necessitate a modification of the program type initially enrolled in. In all instances, the participant is financially responsible for all DUI program services received and/or incurred during the enrollment in a DUI program. If allowed by regulations the participant may be able to apply services received from enrollment in one program level into a different program enrollment level.

Program Transfer: Participants who are moving to another area within California may transfer credit for activities completed to another California State approved DUI Program if they are current in fees and pay the required transfer fee. Individuals planning to transfer must schedule an individual appointment to complete the transfer paperwork. Participants who are moving out of State cannot officially transfer to an out of state program and will be dismissed from this DUI Program. It is recommended that participants contact the Court and DMV regarding their out-of-state relocation. If requested, a summary of activities completed at Second Chance DUI Program will be provided if fees are current.

Program Completion: Upon completion of all program activity requirements and all fees owed for services received as well as any additional fees incurred during enrollment, Second Chance DUI program will submit completion documentation to the Department of Motor vehicles and if required to the court of referral.

Participant Initial _____

Grievance Procedures:

I fully understand that Second Chance, Inc. reserves the right to terminate my participation in the program for violations of these obligations. In case of termination, I reserve the right to request an appeal by contacting the Executive Director of Second Chance, Inc. If I am unable to resolve the issue, I may submit a written request for a hearing to the Director of Alameda County Behavioral Health Care Services, (2000 Embarcadero Cove Suite 400 Oakland, CA 94606.) Complaints may also be directed to: Department of Health Care Services Substance Use Disorder Services P.O. Box 997413 MS# 2601 Sacramento, CA 95899-7413 by mail or online at https://apps.dhcs.ca.gov/AutoForm2/Page/AutoForm2.aspx.

Watson Admonition:

Your complete understanding that future DUI events bring you the possibility of injuring and killing others is important for public safety as well as the knowledge that more often County prosecutors bring charges of vehicular manslaughter or murder in DUI fatality cases. The following notice, known as a Watson admonition, states this very clearly.

I understand that alcohol and/or drugs impair my ability to drive and I understand the dangerous consequences of drinking and or using drugs and driving. If I choose to ignore this warning, and drive while under the influence of alcohol/drugs or both, and someone is killed, I understand I may be charged with vehicular manslaughter or murder, the elements of malice in a charge of murder may be implied because I have knowledge of the danger of the conduct and the risk that such conduct poses to the public. (People vs. Watson 30 Cal 3d. 290,179 Cal Rptr. 43.)

I have read this document and agree to attend the DUI Program level I am enrolling in today. I have received a copy of this signed document for my records. I understand that Second Chance DUI program will submit enrollment documentation to the Department of Motor Vehicles and if appropriate the court of referral.

Participant Printed Name: _____

Participant's Signature: _____ Date: _____

Counselor's Signature: _____ Date: _____

Participant Initial _____

Second Chance, Inc.
Driving Under the Influence Program
Participant Contract

CONSENT TO RELEASE DUI PARTICIPANT INFORMATION

I hereby authorize the registrar's office of Second Chance, Inc. to disclose information related to my participation in the First Offender Driving Under the Influence Program to the following:

- The Department of Motor Vehicles
- Alameda County Behavioral Health Care Services
- Other Driving Under the Influence Programs
- My personal physician
- The California Department of Health Care Services
- The appropriate branches of the Judicial System
- My personal attorney

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 Driving Under the Influence Program. Such disclosure shall be limited to information and/or records regarding my progress and participation in the DUI 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 days from the date my participation in the program ends.

I also understand that despite the codes (California Civil Codes 56.11 and 56.15, and Federal Regulation 42 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 an individual who is a danger to him/herself or a third party.
- Reporting child abuse or elder abuse.
- 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

_____
(Parent, guardian, or authorized representative if participant is a minor, under conservator ship, etc.)

I have read all six pages of this DUI agreement. I have had a chance to ask any questions I want to. I understand this contract and agree to follow its conditions.

_____ _____
Signature of Participant Date

_____ _____
Authorized Staff Signature Date

Participant Initial _____

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- My personal physician
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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 Driving Under the Influence Program. Such disclosure shall be limited to information and/or records regarding my progress and participation in the DUI program.

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Signature of Participant Date

_____ _____
Authorized Staff Signature Date

Participant Initial _____

Second Chance
Driving Under the Influence Programs
Payment Contract

Participant Printed Name: _____

Late Payment: The monthly payment is due on the 1st or the 15th of each month as specified in the Payment Contract.

Payment Options: Payments can be made by money order, cashier's check, or credit/debit card. Participants will receive a receipt for each payment received for credit/debit card payments made onsite at Second Chance DUI Program.

Financial Assessment: If a participant feels they are unable to make the monthly payment they must request a financial assessment to determine if they qualify for an extended payment plan or if their income is at the General Assistance level. I understand that a financial reassessment will be conducted if my scheduled payment is delinquent 30 days or more; or prior to dismissal from the program for failure to pay the program fee.

Failure to Pay: If a participant fails to make payments in full and on time without requesting or attending a financial assessment this is considered failure to pay; and will result in dismissal from the program.

Payment Structure

	Wet Reckless	3 Month	6 Month	9 Month	18 Month
Down Payment	$ 100	$ 91	$ 100	$ 100	$133
Monthly	$80 x 1 month	$ 98.33 x 3 months	$ 115 x 6 months	$107.50 x 9 months	$ 108 x 12 months
Total	$ 180	$ 395	$ 560	$ 745	$ 1429

Additional Fees: Charged and due when incurred

Absence or Reschedule of Group or Education	Absence for Face to Face 18 Month	Absence for Face to Face Wet Reckless, 3,6, & 9-Month	Reinstatement after Dismissal
$ 20	$10	$5	$ 60

Payment Schedule

Total Program Fee	$
Down Payment Paid	$
Balance Due	$
Monthly Payment Amount	$

Monthly Payments Begin On: _____ for _____ months.

1. I have read this document and agree to attend and provide payment as outlined in the above payment schedule for the DUI Program level I am enrolling in today at the Second Chance DUI Program.
2. The Second Chance Program allows a participant to pay in advance of services to be provided. Refunds shall be provided for any fees paid in advance for services not provided.
3. I have received a copy of this signed document for my records.
4. I am liable for the total program fee, as well as, any additional fees, which the program is approved to assess.
5. I understand that if I fail to pay for program services received the amount of money owed to Second Chance may be sent to a collection agency.
6. I understand and agree that the Department of Motor Vehicles completion certificate will not be issued until all program fees and any additional fees accrued during my enrollment have been paid in full.

Participants Signature: _____ Date: _____

Program Staff Signature: _____ Date: _____

Second Chance, Inc.

Face to Face

As per T9 Section 9858 (a) (b) Face to Face must be a minimum of 15 minutes

Client Name:_____ **Date:** _____

Time In: _____ **Time Out:** _____

1. **Monitor payment of fees,**

☐ Fees Current ☐ Client Past Due $_____

Discussion regarding past due amount and plan of action:

_____

2. **Discuss and encourage participant attendance in educational sessions and counseling sessions,**

Progress in group and educational sessions is ☐ **positive** ☐ **there is some concern**

☐ Absence from scheduled sessions. Has used _____ of _____ allowable absences.

Discussion regarding progress in group and education, plan of action for absences and make ups.

_____

_____

3. **Discuss and identify problems which may be barriers to program completion, including progress in group and other counseling sessions,**

☐ Client is on track with program requirements ☐ Client is behind on certain requirements

Client ☐ **has** ☐ **has not** adjusted their Alcohol/Drug Use in high risk situations.

Clients last use of alcohol/drugs was: _____ ☐ Client has agreed to try to abstain for program duration.

Discussion regarding barriers to completion and plan of action.

_____

_____

4. **Evaluate the participant's need for referral to ancillary services,**

☐ Based upon assessment or previous discussions during face to faces client was referred to:

_____

Outcome of referral provided: _____

☐ New referral to: _____

Client Signature: _____ Date: _____

Counselor Signature: _____ Date: _____