

**LEVEL I
FIRST OFFENDER DUI CONTRACT**

This agreement is made on _____ day of _____, 20____ between NORTH COAST DRIVERS, INC. and _____.

NORTH COAST DRIVERS, INC., dba **LUCKY DEUCE DUI/DDP**, agrees to provide monitoring of client's progress and to furnish reports to the Court and DMV as needed. The program is a minimum of 3 months, includes: intake interview; 16 hrs. group; 14 hrs alcohol ed.; three face to face interviews and three A.A. meetings (or approved alternative).

The enrollment fee covers all assigned aspects of the program. Fees for additional program services are: **\$25.00** for any Missed Activity, Leave of Absence, or Late Payment; **\$30.00** for any Returned Check; **\$40.00** for Transfer Out; **\$50.00** for Dismissal/Reinstatement; **\$10.00** for Duplicate Certificates; **\$19.00** for each face to face beyond three. In the event any of these fees are raised, a 30 day notice will be posted before they go into effect.

1. Conditions of participation: Maintain **PROGRAM SOBRIETY** (you shall not attend program services or be on the program premises while under the influence of any amount of alcohol or drugs, or be convicted of a subsequent DUI offense while enrolled in the program). **Total abstinence is a goal, not a requirement.**

2. Program assignments are as follows:

A. Participation in 3 face to face interviews of not less than 15 minutes each. Any missed face to face **must be made up** and a missed activity charge assessed.

First face to face appointment: 5-12

B. Participation in **EIGHT GROUP MEETINGS**, two hours each. Client is assigned to _____ Group, meeting from 9:00am to 11:00am

on: 5-5, 5-19, 6-2, 6-16, 6-30, 7-14, 7-28, 8-11.
Tardiness beyond five minutes is considered an absence. All absences must be made up and a missed activity charge assessed.

C. Participation in **SEVEN EDUCATION CLASSES**, two hours each. Client is assigned to _____ class, meeting from 10:00am to 12:00pm at _____

on 5-12, 5-26, 6-9, 6-23, 7-7, 7-21, 8-4.
Tardiness beyond five minutes is considered an absence. All absences must be made up and a missed activity charge assessed.

D. Attendance at Alcoholics Anonymous (or approved alternative) once a week for **THREE WEEKS. ATTENDANCE TO START IMMEDIATELY.**

There are a total of 15 sessions, your first meeting is on 5-5 at 3:00pm.

3. Program rules are as follows:

Maintain **PROGRAM SOBRIETY** (you shall not attend program services or be on the program premises while under the influence of any amount of alcohol or drugs, or be convicted of a subsequent DUI offense while enrolled in the program). **Total abstinence is a goal not a requirement.**

Submit to a chemical test as required by program staff.

No sleeping, threatening, belligerent or disruptive behavior. Participants dismissed for physically or verbally abusive behavior towards program staff or other participants will not be accepted back into the program.

Attend A.A. meetings (or approved alternative) once a week for three weeks **STARTING IMMEDIATELY.** _____

Complete all program assignments: intake; three face to face interviews; 16 hours of group meetings; 14 hours of alcohol education; and A.A. attendance (or approved alternative) **1XWK** for three weeks (attendance to **START IMMEDIATELY**).

Failure to attend first program activity within 21 days of enrollment will result in dismissal from program.

No one may be absent for more than 21 days. Attendance at group, alcohol education, or face to face **within 21 days of last program activity IS REQUIRED.**

No one will be allowed more than **five** absences. All absences must be made up.

Attendance records may be signed by authorized persons only (secretary/group leader).

All "Leaves of Absence" **must be requested in writing three weeks in advance except in cases of emergency and MUST BE approved by the County, and all conditions adhered to and verified, and attendance resumed as scheduled.** LOA for **vacation** shall be granted **only** if all absences have been made up and payments are current. Length of program shall be extended to compensate for length of Leave of Absence.

Declaration of resignation will result in dismissal from program.

4. I agree to pay \$ 600 in installments as provided in Fee Payment Agreement. Payments **must** be kept current as agreed to in this contract. I understand that if I am 15 days late with my payment, a financial reassessment may be conducted and that if I fail to do so, or my financial situation is unchanged and I fail to make my required payment, I may be suspended from further program activities for up to 45 days. If payments are not brought current within that time I shall be dismissed from the program. **State legislation provides withholding DMV Notice of Completion (DL 101) until all program fees have been paid in full.** In the event of dismissal or transfer, a refund will be issued for the unused portion of any advance payments.

5. I further understand that violation of any of these rules and regulations will result in my case being returned to court for non-compliance. **If "self-referred"** (not referred by court or probation), I will be dismissed from the program for non-compliance and the length of time before I may request reinstatement is: 1 month for 1st dismissal; 2 months for 2nd dismissal; 3 months for 3rd or subsequent dismissal.

6. In the event of non-compliance I understand that I will not receive credit for services attended if I am not re-enrolled **within 2 years** of dismissal.

7. I understand that should I relocate while participating in the program I may request transfer to another State Approved program, and that it is my responsibility to initiate the action. Failure to complete transfer within 21 days from last program activity will result in dismissal from the program for non-compliance. Fees for all services **must be paid** prior to transfer, or transfer shall be withheld.

Client's Signature _____

8. In the event of non-compliance, a "Notice of Non-Compliance" will be sent to DMV. If referred to the program by Court or Probation, "Notice of Return to Court" will be sent to: the referring Court, D.A., client's attorney and to the client. Copies are available to Probation and DDP coordinator upon agency request.

9. LUCKY DEUCE DUI/DDP will, upon completion of all program requirements and payment of all program fees, issue a "Notice of Completion" (DL-101) to DMV & client within 10 days of completion. If referred by Court/Probation, copies will be sent to those agencies also. Copies are available to D.A., attorney and DDP coordinator upon agency request.

I ACKNOWLEDGE THE ABOVE CONTRACT, and have discussed it with a LUCKY DEUCE DUI/DDP staff member, and fully understand each item. With my signature below, I agree to abide by all terms and conditions set forth in this contract.

Executed this _____ day of _____ 20_____

in the City of WILLITS, County of MENDOCINO

CLIENT SIGNATURE

Approved this _____ day of _____ 20_____

in the City of WILLITS, County of MENDOCINO

STAFF SIGNATURE

FEE PAYMENT AGREEMENT (Without Financial Assessment)

By signing this agreement, I acknowledge that I have waived my right to a financial assessment conducted in accordance with the California Code of Regulations, Chapter 3, Division 4, Title 9, and agree to pay the total program fee. I also understand and agree to the condition that the Department of Motor Vehicles completion certificate shall not be issued until all program fees have been paid in full.

I understand that:

1. I am liable for the total program fee as well as any additional fees which the program is approved to assess, (make-up, transfer, reinstatement, etc.).
2. The total program fee shall be paid within the mandated duration of participation or the extended payment plan if requested of and granted by the program.

I also understand that a financial reassessment will be conducted:

1. Upon my request;
2. If two or more consecutive scheduled payments are missed; or
3. Prior to dismissal from the program for failure to pay the program fee.

PAYMENT SCHEDULE

TOTAL PROGRAM FEE	\$ 600 ⁻
Downpayment	\$(300 ⁻)
BALANCE DUE	\$ 300⁻

PAYMENTS WILL BE DUE ON THE 15th DAY OF THE MONTH; THERE WILL BE 3 MONTHLY PAYMENTS OF \$ 100⁻ STARTING ON 6-15. DUE TO NUMERICAL ROUNDING OF THE MONTHLY PAYMENT AMOUNT, THE FIRST/FINAL PAYMENT WILL BE \$ 100⁻.

Signature of Participant	Date
Signature/Title of Program Representative <u>(Counselor)</u>	Date
Name of Program LUCKY DEUCE DUI/DDP	License No.

10/01/93

CLIENT HAS NOT PROVIDED VERIFICATION OF INCOME AND CHOOSES TO MAKE PAYMENTS AS SCHEDULED ABOVE. CLIENT HAS BEEN ADVISED THAT THEY MAY AT ANY TIME REQUEST FINANCIAL REASSESSMENT PROVIDING VERIFICATION, AND IF ELIGIBLE, SHALL BE ASSIGNED LOWER PAYMENTS PER EXTENDED PAYMENT PLAN.

LUCKY DEUCE DRINKING DRIVER PROGRAM (DDP)
CLIENT CONFIDENTIALITY AGREEMENT

I, _____ recognize that as a result of my relationship with Lucky Deuce, that I will acquire confidential information regarding the identity or treatment of other clients. I recognize that the well being of other clients and the Lucky Deuce Program requires that client confidentiality and anonymity be strictly observed.

I understand that Federal law strictly prohibits the disclosure of such information except in the following cases:

The client consents in writing.

The disclosure is made under an appropriate court order.

The disclosure is made to medical personnel in a medical emergency, or to qualified personnel for research, audit or program evaluation.

Federal law and regulations also do not protect any information about a crime committed by a client either at the program or against any person who works for or receives services at the program or about any threat to commit such a crime.

Federal laws and regulations do not protect any information about suspected child abuse or neglect from being reported under State law to appropriate state and local authorities.

I agree to abide by all pertinent Federal and State regulations regarding client confidentiality at all times. I also understand that the foregoing obligations regarding client confidentiality are permanent and will not terminate when I am no longer associated with the Lucky Deuce Program.

In accordance with the above, I agree to consult with a Lucky Deuce staff member if I perceive that mine or another client's confidentiality is not being adequately protected.

I will not release any information that reveals the identity of a client who is receiving or has received services at Lucky Deuce. I also understand that this protection extends to client family members, friends or others who may also be participating in the client's DDP program.

I agree to hold harmless and defend Lucky Deuce, its employees, agents and representatives from any and all claims that may arise as a result of any of my actions which may violate Federal or State client confidentiality regulations.

Client // _____

_____ Date

Lucky Deuce Representative/Witness _____

_____ Date

CONSENT FOR RELEASE OF INFORMATION

I, _____ authorize LUCKY DEUCE to disclose to DMV, the referring Court, District Attorney, and County Probation, and my Defense Counsel, a report on program participation.

The purpose or need for such disclosure is to provide the above named with program progress, attendance, attitude and my current status with the program.

In the event that I should transfer to another approved program before completion of all program requirements, I authorize transfer of all program records, information and data gathered during my participation in Lucky Deuce to the authorized program that I may request transfer to.

I understand that my records are protected under Federal Confidentiality Regulations and cannot be disclosed without my written consent unless otherwise provided for in the regulations. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it (e.g., probation, parole, etc.) and that in any event this consent expires automatically as described below.

Specification of the date, event, or condition upon which this consent expires:

UPON COMPLETION OF ALL PROGRAM ASSIGNMENTS AND NOTIFICATION OF SAME TO ABOVE MENTIONED PARTIES.

Executed this _____ day of _____, 20____.

Signature of Participant

Signature of Witness