

COUNTY OF LOS ANGELES

Public Health

CYNTHIA A. HARDING, M.P.H.
Interim Director

JEFFREY D. GUNZE NHAUSER, M.D., M.P.H.
Interim Health Officer

313 North Figueroa Street, Room 708
Los Angeles, California 90012
TEL (213) 240-8156 • FAX (213) 481-2739

www.publichealth.lacounty.gov



BOARD OF SUPERVISORS

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June 09, 2015

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

37 OF JUNE 9, 2015

Dear Supervisors:

PATRICK OGAWA
ACTING EXECUTIVE OFFICER

**AUTHORIZATION TO EXECUTE MEMORANDA OF UNDERSTANDING
FOR THE DRIVING-UNDER-THE-INFLUENCE PROGRAM
EFFECTIVE JULY 1, 2015 THROUGH JUNE 30, 2025
(ALL SUPERVISORIAL DISTRICTS)
(3 Votes)**

SUBJECT

Authorization to execute Memoranda of Understanding for the provision of adult first and multiple offender Driving-Under-The-Influence program services throughout Los Angeles County.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Interim Director of the Department of Public Health (DPH), or her designee, to execute various Memoranda of Understanding (MOUs), substantially similar to Exhibit I, with the 41 providers listed in Attachment A, for the provision of Driving-Under-The-Influence (DUI) program services, effective July 1, 2015 through June 30, 2020, with an option to extend thereafter for five additional years through June 30, 2025, exercised through written notification from the Interim Director, or her designee, to the provider prior to the end of the MOU term, at no net County cost.
2. Delegate authority to the Interim Director of DPH, or her designee, to execute amendments to the MOUs that: a) reflect non-material and/or ministerial revisions to the MOU's terms and conditions, subject to review and approval by County Counsel; and b) authorize changes to hours of operation and/or service locations; and/or corrections of errors in the MOU's terms and conditions.
3. Delegate authority to the Interim Director of DPH, or her designee, to amend the MOUs, as necessary, to adjust administrative and monitoring fees up to five percent of annual gross DUI

program revenues in accordance with State regulations (i.e., California Code of Regulations Title 9, Division 4, Chapter 3).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The DUI Program is intended to provide awareness to participants of the impact, significance, and consequences of a DUI offense and to assist in the rehabilitation of persons convicted of a DUI as a result of consuming intoxicating liquor or being under the combined effect of liquor and drugs. The DUI program is designed to educate first and repeat offenders and to assist participants in decreasing or abstaining from alcohol and/or drug usage. The overall objective is to decrease the incidence of DUI offenses.

From the inception of the DUI Program, State laws and regulations have placed major responsibility on counties for assuring the programmatic and fiscal integrity of each program. Los Angeles County (County) has met this responsibility through the administration of contracts and MOUs with private agencies licensed by the State Department of Health Care Services (DHCS).

Approval of Recommendation 1 will allow DPH's Substance Abuse Prevention and Control (SAPC) to: 1) execute MOUs for the uninterrupted continuation of DUI Program services with various DUI providers to assist in the rehabilitation of persons convicted of a DUI; and 2) enhance the administration of the DUI Program by expanding the court referral system, conducting an evaluation of the DUI Program system, and increasing monitoring activities. The DUI Program includes: 1) the Wet Reckless program which serves persons convicted of reckless driving with a measurable amount of alcohol in their blood; 2) the First Offender program which serves persons convicted for the first time of a DUI offense who must complete a State-licensed 3-month (AB 541), 6-month (AB 762), or 9-month (AB 1353) program, depending on their blood alcohol level; 3) the Second and Subsequent Offender program which serves second and subsequent DUI offenders who must complete a State-licensed 18-month (SB 38) program; and 4) the Third and Subsequent Offender program which serves third and subsequent DUI offenders who must complete a State-licensed 30-month (SB 1365) program.

Approval of Recommendation 2 will allow DPH to execute amendments to the MOUs that reflect non-material and/or ministerial revisions to the MOU's terms and conditions, authorize changes to hours of operation and/or service locations, and/or correct errors in the MOU's terms and conditions.

Approval of Recommendation 3 will allow DPH to amend the MOUs, as necessary, to adjust administrative and monitoring fees up to five percent of annual gross DUI program revenues in accordance with State regulations (i.e., California Code of Regulations Title 9, Division 4, Chapter 3). Any fee increases will be used to enhance the administration of the DUI Program.

Implementation of Strategic Plan Goals

The recommended actions support Goal 2, Community Support and Responsiveness, and Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

There are no net County costs associated with these actions.

Participants pay an approved fee to providers to cover program costs. Providers may increase

participant fees through requests to the County approved by DHCS. The fee schedule allows for reduced fees for participants based on ability-to-pay provisions.

On a monthly basis, contracted DUI providers pay SAPC an administrative and monitoring fee that cannot exceed five percent of gross program revenue per year. Current fees are \$21.00 for participants enrolled in the Wet Reckless and First Offender programs and \$46.00 for participants enrolled in the Second and Subsequent Offender and Third and Subsequent Offender programs. SAPC deposits collected fees into three DUI Special Funds accounts: First Offender DUI (AB 541), Second and Subsequent Offender DUI (SB 38), and Third and Subsequent Offender DUI (SB 1365). The Special Funds are used to offset the County's program administrative and monitoring costs.

SAPC also collects fees from the courts for alcohol abuse education and penalty assessments paid by persons convicted of DUI and persons ordered to participate in an alcohol and drug problem assessment program. Collected court fees are used by SAPC for the County's alcohol abuse education and prevention program and for the costs of developing, implementing, operating, maintaining, and evaluating alcohol and drug problem assessment programs.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

DHCS licenses agencies, establishes program regulations, and approves participant fees and fee schedules. The County is responsible for ensuring the provision of DUI program services at the local level.

In 1981, Assembly Bill (AB) 541 (Chapter 940, Statutes of 1981) was enacted, authorizing first offender DUI programs. AB 541 provided for increased penalties for drinking driver offenses. In cases where probation is granted, the new law allowed judges to refer persons convicted of a first offense to a three-month program recommended by SAPC and approved by your Board.

In 1988, Senate Bill (SB) 1365 (Chapter 1041, Statutes of 1987) was enacted, authorizing a DUI program for third and subsequent offenders. SB 1365 provided for a 30-month program, with requirements that the programs provide a variety of treatment services for problem drinkers, alcoholics, chemically dependent persons, and polydrug abusers via lectures, classes, and individual and group counseling.

All providers recommended for an MOU are in compliance with federal and State laws and regulations for DUI services.

County Counsel has reviewed and approved Exhibit I as to form. Attachment A is a list of providers, service sites, and services to be provided.

CONTRACTING PROCESS

In 1978, your Board approved service agreements for the First Offender and Multiple Offender DUI programs in Los Angeles County.

Throughout the years, your Board has approved the renewal of the first, second, and third offender programs.

In 2010, County Counsel conducted a review of the State statute and determined that, since DUI services are governed by statute under Title 9, Rehabilitative and Developmental Services, Division

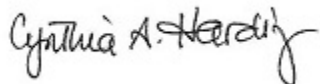
4, a formal contract was not legally required. Accordingly, DPH, in consultation with County Counsel, determined that MOUs could be executed to establish and regulate the design and content of DUI program services provided within Los Angeles County, the requirements for licensure, and roles and responsibilities under the DUI program.

On November 17, 2010, DPH informed your Board of SAPC's intent to replace all DUI program agreements with MOUs. On March 29, 2011, your Board approved the termination of all DUI program agreements, upon issuance of a 30 calendar day advance written notice, to be replaced by MOUs between DPH and the private providers. The MOUs were effective May 1, 2011 through June 30, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to ensure that DUI programs continue without interruption throughout the County.

Respectfully submitted,



Cynthia A. Harding, M.P.H.

Interim Director

CAH:nb
#03242

Enclosures

c: Interim Chief Executive Officer
County Counsel
Acting Executive Officer, Board of Supervisors

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
Substance Abuse Prevention and Control
Driving-Under-the-Influence Providers**

	Provider	Provider Address	Executive Director	Service Site	SPA	SUP	SERVICES TO BE PROVIDED			
							Wet Reckless	First Offender (3, 6, 9-Month)	Second and Subsequent Offender (18-Month)	Third and Subsequent Offender (30-Month)
1	A BETTER CITIZEN FOUNDATION, INC	3130 South Harbor Blvd., Suite 530 Santa Ana, CA 92704	Cherine Child	12100 Carson St., Suite E Hawiiian Gardens, CA 90716	7	4	x	x	x	x
				44746 N. Beech Avenue Lancaster, CA 93534	1	5	x	x		
				8623-A Garvey Ave Rosemead, CA 91770	3	1	x	x	x	x
2	ADAPT - AWARE ZONE, INC.	143 South Glendale Ave., Suite 103 Glendale, CA 91205	Grace Lewitt	143 S. Glendale Ave., Suite 103 Glendale, CA 91205	2	5	x	x		
				14128 Whittier Blvd Whittier, CA 90605	7	4	x	x		
3	ADAPT PROGRAM, INC.	1644 Wilshire Blvd., Suite 303 Los Angeles, CA 90017	Ronald E. Webster	1644 Wilshire Blvd., Suite 303 Los Angeles, CA 90017	4	1	x	x	x	x
4	ALCOHOL DRUG COUNCIL - HIGH GAIN PROJECT	1424 Fourth Street Suite 205 Santa Monica, CA 90401	Jayne K. Wise	1424 4th St., Suite 205 Santa Monica, CA 90401	5	3	x	x	x	x
5	ALHAMBRA SAFETY SERVICES	926 East Garvey Ave. Monterey Park, CA 91755	Nancy Wu	926 E. Garvey Ave., #A Monterey Park, CA 91755	3	1	x	x		
6	A-LOS ANGELES DRIVER EDUCATION CENTER	147 South San Vicente Boulevard Beverly Hills, CA 90211	Daniel W. Haynesworth	147 N. San Vicente Blvd Beverly Hills, CA 90211	5	3	x	x		
7	ANDERSON COUNSELING AND EDUCATION	7336 South Painter Avenue Whittier, CA 90602	Bret G. Anderson	7336 S. Painter Ave Whittier, CA 90602	7	4	x	x		
8	AVALON-CARVER COMMUNITY CENTER	4920 South Avalon Boulevard Los Angeles, CA 90011	Lawrence E. Rodgers	4920 S. Avalon Blvd Los Angeles, CA 90011	6	2	x	x		
9	BEHAVIORAL HEALTH SERVICES, INC.	15519 South Crenshaw Boulevard Gardena, CA 90249	Shirley Summers	15519 Crenshaw Blvd Gardena, CA 90249	8	2	x	x		
				1318 N. Avalon Blvd Wilmington, CA 90744	8	4	x	x		
				1334 Post Ave Torrance, CA 90501	8	4	x	x		
				9100 S. Sepulveda Blvd., Suite 105 Westchester, CA 90045	5	2	x	x	x	x
10	BEHAVIORAL SYSTEMS SOUTHWEST	6411 Hollywood Blvd., 2nd Floor Hollywood, CA 90028	Ryan Diaz	6411 Hollywood Blvd., 2nd Floor Hollywood, CA 90028	4	3	x	x	x	x

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
Substance Abuse Prevention and Control
Driving-Under-the-Influence Providers**

	Provider	Provider Address	Executive Director	Service Site	SPA	SUP	SERVICES TO BE PROVIDED			
							Wet Reckless	First Offender (3, 6, 9-Month)	Second and Subsequent Offender (18-Month)	Third and Subsequent Offender (30-Month)
11	CALIFORNIA DIVERSION PROGRAMS, INC.	21054 Sherman Way, Suite 205 Canoga Park, CA 91303	Amanda Valdez	21054 Sherman Way, Suite 205 Canoga Park, CA 91303	2	3	x	x		
12	CASA DE HERMANDAD, INC.	11750 West Pico Boulevard Los Angeles, CA 90064	David Abelar	11750 W. Pico Blvd West Los Angeles, CA 90064	5	2	x	x		
13	CENTER FOR COUNSELING AND EDUCATION, INC.	7120 Topanga Canyon Boulevard Canoga Park, CA 91303	Wendie Warwick	7120 Topanga Cyn. Blvd Canoga Park, CA 91303	2	3	x	x	x	
14	CITY OF PASADENA PUBLIC HEALTH DEPARTMENT	1845 N. Fair Oaks Ave., Room 1110 Pasadena, CA 91103	Steve Mermell	1845 N. Fair Oaks Ave Pasadena, CA 91103	3	5	x	x		
15	COVINA VALLEY TRAFFIC SAFETY PROGRAM	3130 South Harbor Blvd., Suite 530 Santa Ana, CA 92704	Cherine Child	453 E. Arrow Hwy., Suite 1 Azusa, CA 91702	3	1	x	x		
16	DIAL EDUCATION CENTER, INC.	3540 Wilshire Boulevard, Suite M1 Los Angeles, CA 90010	Won K. Lee	4325 W. Sunset Blvd., #209 Los Angeles, CA 90029	4	1	x	x		
				6306 York Blvd Highland Park, CA 90042	4	1	x	x		
				3540 Wilshire Blvd., Suite M1 Los Angeles, CA 90010	4	2	x	x		
				11631 Victory Blvd., Suite 104 North Hollywood, CA 91606	2	3	x	x		
17	DIVERSION SAFETY PROGRAMS, INC.	6606 Pacific Boulevard, Suite 215 Huntington Park, CA 90255	Richard Jacinto	6606 Pacific Blvd., Suite 215 Huntington Park, CA 90255	7	1	x	x		
18	DRIVER BENEFITS PROGRAM, INC.	2370 West Carson Street, Suite 150 Torrance, CA 90501	William J. Wickline	2370 W. Carson St., Suite 150 Torrance, CA 90501	8	4	x	x	x	x
19	DRIVER SAFETY AWARENESS PROGRAM, INC.	16909 Parthenia Street, Suite 103 North Hills, CA 91343	Darline H. Meskiel and Renee Warren	16909 Parthenia St., #103 North Hills, CA 91343	2	3	x	x		

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
Substance Abuse Prevention and Control
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							Wet Reckless	First Offender (3, 6, 9-Month)	Second and Subsequent Offender (18-Month)	Third and Subsequent Offender (30-Month)
20	DRIVER SAFETY SCHOOLS, INC	2511 South Barrington Avenue, Second Floor, Suite #200 Los Angeles, CA 90064	Joanne Gorby	4240 Overland Avenue Culver City, CA 90230	2	2	x	x		
				2511 S. Barrington Ave., 2nd Floor, Suite 200	5	2	x	x	x	x
				6740 Kester Ave., 2nd Floor, Suite 206 Van Nuys, CA 91405	2	3	x	x	x	x
21	DUI PROGRAM OF SFV	7120 Topanga Canyon Boulevard Canoga Park, CA 91303	Wendie Warwick	7120 Topanga Cyn. Blvd Canoga Park, CA 91303	2	3	x	x		
22	EAST LOS ANGELES ALCOHOLISM COUNCIL, INC.	916 South Atlantic Boulevard Los Angeles, CA 90022	Charles Garcia	916 S. Atlantic Blvd Los Angeles, CA 90022	7	1	x	x	x	x
23	ESCUELA LATINA DE ALCOHOL DEL ESTE DE L.A., INC.	6606 Pacific Boulevard, Suite 215 Huntington Park, CA 90255	Rebecca J. Belot	4532 E. Whittier Blvd., Suite 210 East Los Angeles, CA 90022	7	1	x	x		
24	HARBOR AREA HIGH GAIN PROGRAM, INC.	315-A East 11th Street Long Beach, CA 90813	Robert Saucedo	315-A E. 11th Street Long Beach, CA 90813	8	4	x	x	x	x
25	HIGH ROAD PROGRAM	250 N. Westlake Blvd., Suite 210 Westlake Village, CA 91362	Bill D. McVay	14430 Sherman Way Van Nuys, CA 91405-2340	2	3	x	x	x	x
				700 S. Arroyo Parkway Pasadena, CA 91105	3	5	x	x	x	x
				44823 Date Avenue Lancaster, CA 93534	1	5			x	x
26	INGLEWOOD SUBSTANCE ABUSE	400 South La Brea Avenue Inglewood, CA 90301	Maria Sanchez	400 S. La Brea Ave., Suite 203 Inglewood, CA 90301	8	2	x	x		
27	KIM'S DRIVING SCHOOL	3306 Venice Boulevard Los Angeles, CA 90019	Emmanuel Young Moon Kim	3306 Venice Blvd Los Angeles, CA 90019	4	2	x	x		
28	KOREAN COMMUNITY SERVICES, INC.	8633 Knott Avenue Los Angeles, CA 90019	Ellen Ahn	4416 W. Beverly Blvd Los Angeles, CA 90004	4	2	x	x		
29	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCE OF EAST SAN GABRIEL AND POMONA VALLEYS, INC.	4626 North Grand Avenue Covina, CA 91724	Cheryl Ruedi	4626 N. Grand Avenue Covina, CA 91724	3	5	x	x	x	x
30	NORTHEAST VALLEY HEALTH CORPORATION	1172 North Maclay Avenue San Fernando, CA 91340	Kimberly Wyard	1036 N. Maclay Ave San Fernando, CA 91340	2	3	x	x	x	

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
Substance Abuse Prevention and Control
Driving-Under-the-Influence Providers**

	Provider	Provider Address	Executive Director	Service Site	SPA	SUP	SERVICES TO BE PROVIDED			
							Wet Reckless	First Offender (3, 6, 9-Month)	Second and Subsequent Offender (18-Month)	Third and Subsequent Offender (30-Month)
31	REHABILITATION ALCOHOL PROGRAM	2055 North Garey, Suite 2 Pomona, CA 91767	Christine Kesse	2055 N. Garey Street, Suite 2 Pomona, CA 91767	3	1	x	x		
32	RIGHT ON PROGRAMS	522 East Broadway Ave., Suite 101 Glendale, CA 91205	Sheri Marshall	401 S. Glenoaks Blvd, Suite 201 Burbank, CA 91502	2	5	x	x	x	x
				522 E. Broadway Avenue., Suite 101 Glendale, CA 91205	2	5	x	x	x	x
33	SAFETY CONSULTANT SERVICES, INC.	9928 Flower, Suite 101 Bellflower, CA 90706	Gloria V. Mullendore	2904 S. Main Street Los Angeles, CA 90007	6	1	x	x	x	x
				4120 Tweedy Blvd South Gate, CA 90280	7	1	x	x	x	x
				24506 1/2 Lyons Ave Newhall, CA 91321	2	5	x	x	x	x
				5518 Long Beach Blvd Long Beach, CA 90805	8	4	x	x	x	x
				13501 E. Whittier Blvd Whittier, CA 90605	7	4	x	x	x	x
34	SAFETY EDUCATION CENTER, INC.	1515 West Cameron Avenue, Building C, Suite 300 West Covina, CA 91790	Terry Ann Meeker	18700 Sherman Way, Suite 118 Reseda, CA 91335	2	3	x	x	x	x
				1515 W. Cameron Ave., Bldg C, Suite 300 West Covina, CA 91790	3	1	x	x	x	x
				844 N. Hollywood Way Burbank, CA 91505	2	5	x	x	x	x
35	SAN GABRIEL VALLEY DRIVER IMPROVEMENT, INC.	1700 West Cameron Ave., Suite 108 West Covina, CA 91790	Korvyn Gomez and Ramon Beltran	1700 W. Cameron Ave., Suite 108 West Covina, CA 91790	3	1	x	x		
				25 S. Raymond Avenue, Suite 112 Alhambra, CA 91801	3	5	x	x		
36	SELF - IMPROVEMENT AND ALTERNATIVE MEASURES, INC. (S.I.A.M.)	3450 West 43rd Street, #217 Los Angeles, CA 90008	Kevin K. Williams	3450 West 43rd Street, #217 Los Angeles, CA 90008	6	2	x	x	x	
37	SHIELDS OF FAMILY	11601 South Western Ave. Los Angeles, CA 90047	Kathryn Icenhower, Ph.D.	9307 S. Central Ave Los Angeles, CA 90002	6	2	x	x	x	x

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 Substance Abuse Prevention and Control
 Driving-Under-the-Influence Providers**

	Provider	Provider Address	Executive Director	Service Site	SPA	SUP	SERVICES TO BE PROVIDED			
							Wet Reckless	First Offender (3, 6, 9-Month)	Second and Subsequent Offender (18-Month)	Third and Subsequent Offender (30-Month)
38	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	11500 Paramount Blvd. Downey, CA 90241	Nick Gillie and Karl L. Calhoun	13205 South St. Cerritos, CA 90703	7	4	x	x		
				11500 Paramount Blvd Downey, CA 90241	7	4	x	x	x	x
39	TWIN PALMS RECOVERY CENTER	218 North Glendora Avenue City of Industry, CA 91744	Craig French	218 N. Glendora Avenue City of Industry, CA 91744	3	1	x	x	x	x
				3574 Lexington Avenue El Monte, CA 91731	3	1	x	x	x	x
40	W & G ENTERPRISES	12560 Central Avenue Chino, CA 91710	Aaron Watkins	1355 S. Redondo Ave., Suite 2 Long Beach, CA 90804	8	4	x	x		
41	W & G ENTERPRISES	1931 North Gaffey Street, Suite D San Pedro, CA 90731	Aaron S. Watkins	1931 N. Gaffey St., Suite D San Pedro, CA 90731	6	4	x	x		
				17420 South Avalon Blvd., Suite 210 Carson, CA 90746	8	2	x	x		



MEMORANDUM OF UNDERSTANDING

BY AND BETWEEN

**COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL**

AND

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE PROGRAM PROVIDER
LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES**

**TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN
LOS ANGELES COUNTY**

July 2015

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES (“COUNTY”)
AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM
PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS
ANGELES COUNTY**

This Memorandum Of Understanding (MOU) is made and entered into effective July 1, 2015 by and between the County of Los Angeles Department of Public Health Substance Abuse Prevention and Control (hereafter “COUNTY”) and _____ (A Los Angeles County DUI Program Provider), (hereinafter “PROVIDER”), which is a DUI treatment program licensed by the State of California Department of Health Care Services (hereinafter “DHCS”) to provide DUI Program services in Los Angeles County based on the following representations and statements of purpose.

I. GUIDING LAWS AND PRINCIPLES

- California Code of Regulations (“CCR”) Title 9, Division 4, Chapter 3 establishes and regulates DUI program services provided within the State of California and the requirements for general administration, licensure, program standards and participant standards.
- The objectives of the State’s DUI program are to: (1) reduce the number of repeat DUI offenses by individuals who complete a DHCS approved and licensed DUI program and (2) provide participants an opportunity to address problems related to the use of alcohol and other drugs.

II. PURPOSE

The purpose of this MOU between COUNTY and PROVIDER is to outline the roles and responsibilities of the COUNTY and PROVIDER that fall under the category of DUI services specified in CCR Title 9, Division 4, Chapter 3.

III. PROVIDER RESPONSIBILITIES

1. PROVIDER agrees to provide DUI program services to individuals residing in Los Angeles County that are convicted of DUI and ordered by the Los Angeles County Court system to enroll in DUI program services. Out of county residents may also be served upon approval by court or county of jurisdiction.
2. PROVIDER’s services will be in compliance with CCR Title 9, Division 4, Chapter 3 and shall be consistent with PROVIDER’s application for licensure that was recommended by the COUNTY and approved by DHCS.

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES (“COUNTY”)
AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM
PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS
ANGELES COUNTY**

3. PROVIDER shall maintain a valid DUI program license from DHCS to operate as a licensed provider at each respective site where DUI program services are provided.
4. PROVIDER’s services shall include those described in Attachment I, Additional Requirements and Services To Be Provided, attached to this MOU hereto and incorporated herein by reference.
5. PROVIDER shall agree and make provisions for providing DUI program services as described herein to participants who cannot afford to pay program fees per CCR Title 9, Division 4, Chapter 3 §9878 and Health and Safety Code §1187.4(b)(2).
6. PROVIDER shall provide the COUNTY and DHCS access to all programmatic and fiscal records (e.g., cost reports) necessary to conduct COUNTY monitoring and DHCS approved activities, including evaluation of services and fees owed by PROVIDER to the COUNTY. Said access shall not conflict with any local, state or federal confidentiality regulations.
7. PROVIDER shall provide the COUNTY and/or DHCS access to all records related to the provision of services under this MOU as required, to investigate any complaint or grievance that may be claimed against PROVIDER.
8. PROVIDER shall participate and cooperate in the COUNTY’s electronic reporting system (ERS). For the purpose of reporting data, PROVIDER will enter participant information directly into the COUNTY’s ERS via the Internet. In order to access ERS, PROVIDER shall provide a computer and monitor with Internet access and shall provide all necessary maintenance to ensure that the computer and Internet connectivity are up-to-date and in good operational order at all times. PROVIDER shall also ensure that adequate security measures are taken.
9. PROVIDER shall utilize the COUNTY’s ERS to submit all participant information on the Drinking Driver Program Intake/Change Status Form, including, but not limited to, the following: date of enrollment, date of completion and change of status. PROVIDER shall use the ERS to

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES (“COUNTY”)
AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM
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SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS
ANGELES COUNTY**

generate the Summary of Services/Remittance Report, verify administration and monitoring fees, and submit to COUNTY electronically.

10. PROVIDER shall pay the COUNTY administration and monitoring fees. The approved fees are \$21.00 for participants enrolled in the Wet Reckless (SB1176), First Offender [i.e. Three (3) Month (AB541), Six (6) Month (AB762), and Nine (9) Month (AB1353)] programs; and \$46.00 for program participants enrolled in the Eighteen (18) Month (SB38) Second and Subsequent Offender and Thirty (30) Month (SB1365) Third and Subsequent Offender programs.
11. PROVIDER may elect to pay the COUNTY administration and monitoring fees owed for General Relief clients. If PROVIDER chooses not to pay COUNTY for administration and monitoring fees for General Relief clients, PROVIDER will be allowed to subtract these owed fees from its monthly payments to COUNTY if it provides documentation for these clients.
12. PROVIDER shall submit payment of fees to the COUNTY within thirty (30) days of the previous reporting month. Non-payment of these fees to the COUNTY by the specified date may result in removal from the DUI program referral list.
13. PROVIDER shall submit cost reports to the COUNTY within sixty (60) days of the close of the fiscal year (e.g., August 30). Non-submission of cost reports within the specified time period may result in removal from the DUI program referral list.
14. PROVIDER shall inform the COUNTY thirty (30) days prior to closure of a DUI program. In the event of a program closure, PROVIDER shall make immediate and appropriate plans to transfer or refer all participants to other DUI providers for continuing service and to remit all participant files to the COUNTY.

IV. COUNTY RESPONSIBILITIES

1. COUNTY shall conduct monitoring of programs a minimum of two (2) times per fiscal year using the standard monitoring procedure/instrument developed and approved by DHCS in compliance with §11837.6 of the Health and Safety Code.

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES (“COUNTY”)
AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM
PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS
ANGELES COUNTY**

- a. COUNTY is authorized to represent the interests of COUNTY and DHCS in carrying out the terms and conditions of this MOU. With proper identification, the COUNTY will be allowed the right to inspect, review and monitor PROVIDER’s facilities, program, procedures, and programmatic and financial records during normal business hours to ensure compliance with COUNTY and DHCS regulations and the terms of this MOU.
 - b. COUNTY shall monitor PROVIDER to ensure compliance with the regulations contained in the requirements outlined in CCR, Title 9, Division 4, Chapter 3, and CCR, Title 9, Division 4, Chapter 8, and by those additional requirements which may be established by the COUNTY as approved by DHCS.
 - c. COUNTY shall monitor PROVIDER to ensure that approved DUI programs do not utilize other funds administered by DHCS for program operations and to ensure that PROVIDERS do not utilize participant fees for purposes other than DUI program activities.
 - d. COUNTY shall evaluate PROVIDER (and all DUI providers) periodically for system effectiveness and quality of service.
 - e. COUNTY shall investigate complaints and grievances received by COUNTY against DUI program providers, and shall refer such complaints and grievances to DHCS as needed.
2. COUNTY shall ensure that there are sufficient licensed programs within the COUNTY to meet the DUI service needs of COUNTY residents. The COUNTY’s determination of any need for additional DUI programs in Los Angeles County shall be in compliance with the criteria established in CCR, Title 9, Division 4, Chapter 3, §9805.
 3. COUNTY shall assure the DHCS Licensing Branch in writing of the programmatic and fiscal integrity of the DUI programs the COUNTY has recommended for licensure.
 4. COUNTY shall continue to provide a list of approved AB 541, SB 38, and SB 1365 DUI programs to all Los Angeles Court locations, referral agencies, and other interested parties by program level (i.e., AB 541, SB 38, and SB 1365).

MEMORANDUM OF UNDERSTANDING

**BY AND BETWEEN THE COUNTY OF LOS ANGELES (“COUNTY”)
AND**

**A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM
PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE
SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS
ANGELES COUNTY**

5. COUNTY shall continue its role as liaison between the Courts and other agencies within the COUNTY on regulations and requirements in CCR, Title 9, Division 4, Chapter 3.

V. GENERAL TERMS:

1. The term of this MOU is effective on July 1, 2015 through June 30, 2020. The County shall have the sole option to extend the term for the five additional years through June 30, 2025. The option and extension shall be exercised at the sole discretion of the Interim Director through written notification from the Interim Director, or her designee, to the provider prior to the end of the term. This MOU may be terminated at any time with or without cause by either party upon giving at least thirty (30) days prior written notice thereof to the other party.
2. This MOU may be amended by mutual written consent of both parties via an amendment to this MOU.
3. COUNTY retains the right to amend this MOU when revisions are required based on changes in State regulations and/or Health and Safety Code as referenced hereinabove or as needed for DUI program services changes. Such amendments shall become effective upon execution by both parties.
4. Each party will appoint a person to serve as the official contact and coordinate the activities to be provided under this MOU. Unless otherwise provided for under this MOU, all notices to the COUNTY’S and PROVIDER’S contact shall be directed as indicated below:

The PROVIDER contact for this MOU is:

Name and Title:
Program Name:
Program Address:
Telephone No.:
FAX No.:
E-mail:

The COUNTY contact for this MOU is:

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ANGELES COUNTY**

The following parties hereby agree and consent to all terms and conditions provided
under this MOU:

(NAME OF DUI PROGRAM)

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION
AND CONTROL

(NAME AND TITLE OF AUTHORIZED
SIGNEE)

WESLEY FORD, M.A., M.P.H.
DIRECTOR
SUBSTANCE ABUSE PREVENTION
AND CONTROL

MEMORANDUM OF UNDERSTANDING

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A LOS ANGELES COUNTY DRIVING UNDER THE INFLUENCE (“DUI”) PROGRAM PROVIDER LICENSED BY THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES TO PROVIDE DRIVING UNDER THE INFLUENCE PROGRAM SERVICES IN LOS ANGELES COUNTY

ADDITIONAL COUNTY REQUIREMENTS AND SERVICES TO BE PROVIDED

I. SERVICE DEFINITIONS/REQUIREMENTS

As applicable, PROVIDER shall refer participants and provide the following services for those program levels (First Offender, 18-Month Second and Subsequent Offender, and 30-Month Third and Subsequent Offender) and in the geographic locations for which they hold a valid license issued by DHCS:

1. Three (3) Month (AB541), First Offender Programs: Refer participants to six (6) alcohol or other drug related self-help group meetings approved by COUNTY. Participants must attend in person and are to attend no more than one (1) group meeting per day.
2. Six (6) Month (AB762), First Offender Programs: Refer participants to thirteen (13) alcohol or other drug related self-help group meetings approved by COUNTY. Participants must attend in person and are to attend no more than one (1) group meeting per day.
3. Nine (9) Month (AB1353), First Offender Programs: Refer participants to nineteen (19) alcohol or other drug related self-help group meetings approved by COUNTY. Participants must attend in person and are to attend no more than one (1) group meeting per day.
4. Eighteen (18) Month (SB38), Second and Subsequent Offender Programs: Refer participants to twenty-six (26) alcohol or other drug related self-help group meetings approved by COUNTY. Attendance is expected during the first twelve (12) months of the program. Participants must attend in person and are to attend no more than one (1) group meeting per day.
5. Thirty (30) Month (SB1365), Third and Subsequent Offender Programs: a. Refer participants to one hundred thirty (130) alcohol or other drug related self-help group meetings approved by COUNTY. Participants must attend at least one group meeting on a weekly basis for the duration of the program. Participants must attend in person and are to attend no more than one (1) group meeting per

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day. b. Require participants to complete a minimum of one hundred and twenty (120) hours to a maximum of three hundred (300) hours of community service. Participants are to maintain a compendium of evidence of performance of voluntary community service during the entire last twelve (12) months of the SB1365 program.

6. Consequence for Violating Program Sobriety: PROVIDER shall refer those participants dismissed from the program pursuant to CCR Title 9, Division 4, Chapter 3, Section 9886(a)(2) for violating program sobriety (as defined in Section 9874) to one (1) additional biweekly self-help group meeting that participants are required to attend in person for the duration of the program as a condition of reinstatement. This shall be increased to one (1) additional weekly self-help group meeting for the duration of the program for subsequent program sobriety violations. However, in no case shall a participant be required to attend more than three (3) self-help group meetings per week.

Participants dismissed for violating program sobriety who are completing alternative activities to self-help group meetings shall be required to complete an average of an additional forty-five (45) minutes of activities weekly for the duration of the program as a condition of reinstatement. This shall be increased to an average of an additional ninety (90) minutes weekly for subsequent program sobriety violations. However, in no case shall a participant be required to complete more than five (5) hours of additional activities per week.

II. SELF-HELP GROUP MEETINGS APPROVED BY COUNTY:

Alcoholics Anonymous
Celebrate Recovery
Christ Powered Recovery
Cocaine Anonymous
Crystal Meth Anonymous
Free N One
Marijuana Anonymous
Narcotics Anonymous
SHARE! The Self-Help and Recovery Exchange
SMART Recovery
SOS – Secular Organization for Sobriety

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Woman for Sobriety

III. ALTERNATIVES TO SELF-HELP GROUP MEETINGS

1. Alternative Activities

A participant may complete alternative activities if:

- a. The participant informs PROVIDER that he/she disagrees with sectarian principles advocated by a self-help group, and non-sectarian groups are not available or accessible to the participant; OR
- b. PROVIDER determines that the participant would not benefit from attending self-help groups for reasons such as language or social barriers.

If participant meets either of these conditions, participant may complete an alternate activity or activities, as determined by PROVIDER, as described in the California Code of Regulations, Title 9, Section 9860(b), Subsections (2), (3), (4), (6), and/or (7). However, participant may not meet the community service activity (Subsection 2) by providing service for the PROVIDER.

2. Participant Notification

PROVIDERS shall include Additional County Requirements in their participant contracts.

3. Participant Compliance

Participants shall maintain an attendance log (“court card”) signed by the group leader. The PROVIDER shall confirm and note compliance during face-to-face interviews. At the conclusion of the program, the attendance log shall become part of the participant’s case file.

PROVIDER shall require participants to submit documentation of completion of alternative activities. Such documentation shall be at a minimum signed confirmation of attendance at meetings, workshops, etc., on letterhead or form if

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appropriate; or the actual report, etc. that was to be completed. The documentation shall become part of the participant’s case file.

IV. TYPE OF SERVICE(S) AND LOCATION(S) TO BE PROVIDED BY PROVIDER:

1. Wet Reckless
 - A.
 - B.
 - C.
2. First Offender Programs (3, 6 or 9 Months):
 - A.
 - B.
 - C.
3. Second and Subsequent Offender Programs (18-Months):
 - A.
 - B.
 - C.
4. Third and Subsequent Offender Programs (30-Months):
 - A.
 - B.
 - C.