



Live Virtual Services Manual and Contract for the Sonoma County DUI Program

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Introduction

This manual consolidates all policies and procedures for the provision of virtual services by the Sonoma County DUI Program. It ensures adherence to state regulations and compliance with the guidelines set forth in BHIN-24-012, emphasizing a consistent and high-standard approach to virtual counseling and educational sessions.

Compliance with BHIN-24-012

BHIN-24-012 outlines specific requirements for DUI programs offering virtual services, including maintaining a physical site for in-person services, using HIPAA-compliant platforms, and ensuring all virtual and in-person services are synchronized in availability. This notice also mandates the use of electronic signatures to verify participant attendance and counselor interactions during virtual sessions.

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 HIPAA-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.

“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 as defined in this regulation or be convicted of a subsequent DUI offense while enrolled in a DUI program.

California Code of Regulations (CCR) Title 9. Div 4. Chapter 3. Subchapter 4. Participant Standards

Live Virtual Service Contract

Sonoma County Driving Under the Influence Program (SCDUIP) will provide live virtual services utilizing the Zoom meeting platform. Your name, email address, and computer IP address will be shared with Zoom. To participate in Zoom meetings, you must read and agree to Zoom’s Privacy Policy at <https://zoom.us/privacy>.

SCDUIP will maintain confidentiality as stated in our Confidentiality and Privacy policies and adhere to the Release of Information Agreement participants signed upon enrollment into the program. All information obtained during live virtual services is protected by state and federal confidentiality laws and will not be shared without your written authorization except in accordance with the law. There is no video or audio recording during the live virtual service.

I acknowledge that the Sonoma County DUI Program may provide virtual services at its discretion. I further understand that the allowance for Live Virtual Services can expire at the direction of the Department of Health Care Services (DHCS). At this point, participants would transition to in-person services. Participants can opt for in-person or live virtual services.

To receive credit for the session:

1. I will adhere to all confidentiality policies and agree to participate in DUI Program sessions from a private space. I agree to the confidentiality of the names of other program participants and session content. Please refer to Sonoma County Privacy Policy [4.1.3 Use And Disclosure Of Protected Health Information](#) a copy is available upon request. [County of Sonoma Notice of Privacy Practices effective April 1, 2024 \(ca.gov\)](#)
2. I understand and accept the tardiness policy and its consequences. Please refer to section 3(a) of your program contract.
3. I agree to the absence and rescheduling policy. I understand I am expected to log into each session early to address technical difficulties and that no grace period is allowed for tardiness or technical issues.
4. I agree to abstain from alcohol and drugs before and during sessions or while on the premises of the SCDUI Program. I understand the consequences of non-compliance with the sobriety rule. Please refer to section 3(c) of your program contract.

I certify that I have the necessary equipment to participate in live virtual services and have read and understood the Zoom privacy policy. If my equipment is not properly working or I can no longer access the necessary technology, I will immediately contact SCDUIP for alternative options. I understand that either I or SCDUIP can withdraw consent for live virtual services at any time without affecting my future participation in DUI Program services. By signing below, I agree to comply with all program guidelines for the DUI program and virtual services.

Participant’s Printed Name

Counselor’s Printed Name

Participant’s Signature

Date

Counselor’s Signature

Date

LIVE VIRTUAL SERVICES REQUIREMENTS:

The rules listed below are in accordance with guidelines set by the state.

1. Be on time. You will not be let in after the group's start time, and you will not receive credit if you are late or do not stay for the entire session.
2. Please join sessions under your own name. First name and last initial are acceptable.
3. Groups must be confidential in accordance with 42 CFR Part 2, including the confidentiality of other participants in virtual services. No persons, including children, are allowed in the background/room. Screenshots, video recordings, voice recordings, and pictures of program participants are not allowed.
4. Counselors and participants are to attend virtual services in a quiet space without distractions. Distractions may include but are not limited to, driving, taking a walk, cooking, exercising, smoking, eating, or lying down while attending virtual services.
5. Counselors and Participants are not to have faded/blurred backgrounds or virtual backgrounds.
6. Cameras are to be on for the entire duration of the scheduled session. Counselors and Participants must be alert and front-facing during the session.
7. No smoking, no vaping, or chewing tobacco.
8. Be appropriately dressed.
9. You must NOT consume or be under the influence of any amount of drugs or alcohol before or during your DUI session.

Participant's Printed Name

Counselor's Printed Name

Participant's Signature Date

Counselor's Signature Date

Key Program Policies:

Absence Policy: No contact before group = “No Show” Absence. The absence fee is \$25 and will be counted toward your program-allowed absences. Advance notice before group = “Reschedule”, and the fee is \$10. (Talk to your counselor about make-up options, if applicable.)

Allowable Absences: Number of allowed “No Show” absences per program:

Wet/Reckless	2 Absences
FOP 3 Month	5 Absences
FOP 6 Month	7 Absences
FOP 9 Month	7 Absences
MOP 12 Month	8 Absences
MOP 18 Month	10 Absences

Disruptive Behavior: Inappropriate or disruptive behavior in Zoom, on the phone, or in person is not tolerated. This includes rude speech, intimidation, hostile tones, shouting, and physical aggression. Participants will be removed from the session, not given credit, charged a \$10 rescheduling fee, and contacted later with follow-up or termination information.

Payments: All programs' payments are due on the 15th of each month. We accept Visa and MasterCard money orders and cashier's checks only. Continued non-payment of fees will result in termination. Financial Assessments (a review of your income) are available upon request. **(Payment Line 707-565-7644)**

21-Day Rule: Participants may not miss **21 consecutive days** (including weekends and holidays) of attendance with the program. If this occurs, the participant will be subject to termination. An approved Leave of Absence is the only acceptable absence.

Leave of Absences (LOA): Are requested through your assigned counselor. LOA's need to be pre-approved by the DUI Program Manager. Documentation is required and must match the date range of the time you are away from the program. There is a \$20 fee for LOA's.

All participants should be aware of and follow the SCDUI Program and Live Virtual Services rules. Non-compliance will result in your removal from the session, and you risk termination from the DUI program.

By signing below, I agree that I have read and agree to comply with all program guidelines regarding the DUI program and virtual services.

Participant's Printed Name

Counselor's Printed Name

Participant's Signature

Date

Counselor's Signature

Date

Education and Primary Counselor Contact Information

The contact information below is supported by a live DUI program staff member. To receive credit for attendance, participants are expected to log into the counseling session early to address any technical difficulties.

Education Counselor: _____

Email Address: _____

Telephone: _____

Primary Counselor: _____

Email Address: _____

Telephone: _____

By signing below, I understand that I must abide by all program and virtual services policies and rules to receive credit for attendance. I am in receipt of my counselor information and am to call before scheduled services to address any technical difficulties. I understand that no grace period is allowed for tardiness or technical issues.

Participant's Printed Name

Counselor's Printed Name

Participant's Signature

Date

Counselor's Signature

Date

Policy: Counselor Behavior and Professionalism in Virtual Services

Purpose:

This policy outlines counselor behavior and professionalism expectations while providing virtual services for the DUI program. It is designed to ensure that all interactions uphold the highest standards of conduct in alignment with program rules and legal requirements.

Procedure:

1. Compliance with Laws and Regulations: All counselors must adhere to all applicable laws and regulations governing professional responsibility and conduct. This includes but is not limited to, Section 4992.3 of the Business & Professions Code and Section 13060 of Title 9 of the California Code of Regulations (CCR).

2. Professional Conduct: Counselors are expected always to maintain professionalism during virtual services. This includes:

- Exhibiting respect, fairness, and courtesy to participants.
- Maintaining confidentiality and privacy in accordance with legal and ethical standards.

3. Standards of Practice: Counselors must perform their duties in accordance with the established standards of practice, ensuring competent, ethical, and effective service delivery. This encompasses:

- Counselors will conduct virtual services in a private space, keeping their video turned on for the entire session, and adhere to all rules outlined in the Live Virtual Consent form.
- Appropriate use of technology and virtual platforms, ensuring reliability and security in communications.
- Keeping accurate and complete records of all virtual interactions in compliance with program requirements and privacy regulations.

4. Training and Competency: Counselors will receive training on the technical and ethical aspects of delivering virtual services, including navigating the specific features of the Zoom platform and adhering to online counseling best practices.

5. Monitoring and Enforcement: The program will regularly review counselor adherence to these policies through audits, participant feedback, and supervisory oversight.

By adhering to these guidelines, counselors will uphold the integrity and effectiveness of the DUI program's virtual services, ensuring a supportive and professional environment for all participants.

Policy: Virtual Services Screening

Purpose:

This policy establishes guidelines for screening participants to determine the appropriateness of virtual services within the Sonoma County DUI Program. This will ensure all participants have the necessary resources and capabilities to engage in virtual services effectively.

Procedure:

1. Virtual Services Orientation:

- a. Participants interested in attending virtual services will initially attend an orientation session via the ZOOM platform.
- b. If any connectivity or technical issues arise, the Sonoma County DUI Program will work with the participant to troubleshoot and attempt to resolve them.

2. Participant Screening and Consent for Virtual Services:

- A. During intake, counselors will perform a comprehensive screening to determine each participant's eligibility for virtual services. This assessment will include:
 - a. Evaluating the participant's understanding and ability to utilize the ZOOM platform.
 - b. Confirming reliable access to an internet connection.
 - c. Ensuring availability of appropriate equipment, such as a computer, phone, or tablet with video and audio capabilities.
- B. Following the screening, participants are required to sign a Live Virtual Services Contract. This document confirms that the participant:
 - a. Understands the technology necessary for participating in live virtual services.
 - b. Possesses the required internet services and equipment.
 - c. Agrees to participate in virtual sessions according to the Sonoma County DUI Program guidelines.
 - d. They received their counselor's phone number and email to use if they have any issues with attendance or internet connectivity.

3. Participants must sign the Key Program Policies & the Live Virtual Services Requirements within the Live Virtual Services contract. These documents confirm:

- a. Confidentiality of other participants will be maintained.
- b. Sobriety will be maintained during virtual services or risk termination from the program.
- c. Virtual services will be completed in a quiet space without distractions.
- d. Cameras will be on for the entire duration of the session, and no virtual or blurred background will be used.

- e. They have been notified of the consequences for violating any program rules pertaining to virtual services.

A copy of the signed Virtual Services Consent Form will be maintained in the participant's program file as part of their official records. Available up to 4 years after completion of program or close of case in accordance with 9 CCR 9866. Records are confidential in accordance with government code 6254(C) And 6254.1(B)

[eCFR :: 42 CFR Part 2 -- Confidentiality of Substance Use Disorder Patient Records](#)

Policy: Virtual Services Impairment Identification and Management Policy

Effective Date:

Scope: This policy applies to all DUI counselors and additional program staff facilitating, monitoring, and managing virtual services.

Definitions:

- **Program Sobriety:** As defined in 9 CCR § 9874, program sobriety means that participants must not attend virtual services while under the influence of any amount of alcohol or drugs.

Procedure:

1. Identification of Impairment:

- If a DUI Counselor observes a participant displaying signs of possible insobriety (e.g., sleeping, disruptive behavior, belligerent or otherwise appears unable to pay attention and participate in program services or activities), the counselor will immediately contact a second DUI program staff member to join the virtual session as an observer.
- The observing staff members will assess the participant's behavior according to the indicators listed in 9 CCR § 9874, Ch. 3 of the Driving under the Influence Enforcement Manual may include:
 - a. Sleeping
 - b. Disruptive
 - c. Belligerent
 - d. Unable to pay attention or participate in program services or activities.
 - e. Slurred or rapid speech
 - f. Impaired coordination
 - g. Body tremors
 - h. Paranoid hallucination
 - i. Muscle rigidity
 - j. Confused, disordered or dizzy appearance.
 - k. Agitated behavior
 - l. Lethargy, stupor or blank stare.

2. Documentation:

- If two or more DUI staff members confirm signs of impairment, they must document in writing their observations in the participant's file, noting specific behaviors and symptoms indicative of alcohol or drug use.

3. Immediate Actions if Under the Influence:

- Participants determined to be under the influence will be asked to leave the virtual service session immediately. Participants will not receive credit for the session.

4. Opportunity for Dispute:

- Participants may refute the determination of being under the influence by obtaining an independent drug test at their expense.
- The DUI Program shall accept the test results provided:
 - a. The drug screening test was conducted by a clinical laboratory licensed by the Department of Health Services pursuant to Section 1265 of the Business and Professions Code; and
 - b. The drug screening test was conducted within 24 hours of the time that the DUI program or his/her staff determined that the participant was under the influence of drugs.

5. Further Consequences:

- As per 9 CCR § 9874(g), the DUI Program shall dismiss the participant pursuant to Section 9886 if the DUI program determines that the participant has used alcohol or illicit drugs.

6. Non-Discriminatory Practice:

- The DUI program will not dismiss a participant for using medication prescribed by a licensed physician and used according to the prescription guidelines unless it impairs participation (e.g., falling asleep, unable to pay attention, etc.).

7. Record Keeping:

- All interactions, observations, decisions, and communications related to the impairment must be documented in the participant's record to ensure transparency and compliance with regulatory requirements.

Policy: Connectivity Issues During Virtual Services

Purpose:

This policy outlines the Sonoma County DUI Program's procedure for addressing connectivity issues experienced by participants during virtual counseling sessions.

Procedure:

1. Connectivity Issues Lasting One Minute or Less:

- If a participant experiences a disconnection or other connectivity issues that last one minute or less during a virtual session, the participant will be allowed to continue once connectivity is restored.
- The participant will be required to remain in the session for an additional minute beyond the scheduled session time to discuss the connectivity issue with the counselor.
- Credit for attending the session will be granted provided the participant completes the additional minute of session time to address any concerns related to the connectivity issue.

2. Connectivity Issues Exceeding One Minute:

- If a participant experiences connectivity issues that last longer than one minute, per Title 9 CCR § 9854 (k), no credit shall be given unless the participant attended the group counseling session as scheduled.
- The participant will be removed from the session and recorded as a "reschedule" for that session.
- The participant will not be charged for the rescheduled session.
- The counselor will document the reasons for the participant's removal from the session and the exact time of removal.
- The counselor must communicate with the participant regarding the removal from the session and offer any needed technical support to prevent future issues.

3. Persistent Connectivity Issues:

- If connectivity issues persist over a consecutive 21-day period or surpasses the allowed absences you will be at risk of termination in accordance with Title 9 CCR § 9886(5)(6).
- If connectivity issues persist over multiple sessions, counselors are responsible for documenting incidents and outcomes and providing the necessary support to address any concerns related to technical disruptions.
- Counselors will offer the participants an in-person Zoom tutorial appointment to address and potentially resolve these issues.
- The counselor will document whether the participant accepts or declines this appointment in the participant's file.

Conclusion

This manual reaffirms our commitment to providing high-quality, compliant live virtual services. This is designed to ensure all staff and participants are well-informed and supported in their interactions within the DUI program's virtual setting. For any questions or further information, staff can contact the program manager or refer to the DUI Virtual Services FAQ.