



September 1, 2022

Department of Health Care Services
Driving-Under-the-Influence Section
P.O Box 997413, MS 2602
Sacramento, CA 95899-7413

via email: DUIProviders@dhcs.ca.gov

To Whom It May Concern:

I write on behalf of the ACLU of Southern California and our client, Amy Ramage, to request investigation of San Luis Obispo County's Driving Under the Influence (DUI) program pursuant to 9 CCR § 9823.1, and to request review of Ms. Ramage's unlawful financial assessment by that program pursuant to 9 CCR § 9879(n).

Our complaint about San Luis Obispo County's DUI program is not based on a single incident or assessment, but on patterns and practices taking place across multiple years, multiple office locations, and carried out by multiple program staff, including managers. The program has maintained the unlawful practices described in this letter since at least 2018, when the County Budget memorialized its plan to "increase client fee collection rates" by "retraining" staff on fee adjustment policies.

Since then, Ms. Ramage has tried repeatedly to enroll in San Luis Obispo County's program but has been unable to because she cannot afford the fees demanded, and the program refuses to provide her with financial accommodations required by law. Ms. Ramage has a single DUI conviction from nearly ten years ago, which prevents her from obtaining a driver's license until she completes a DUI program. San Luis Obispo County's Behavioral Health Department maintains the sole licensed program in the county, where Ms. Ramage resides. Unable to complete the program, Ms. Ramage has struggled with a suspended driver's license since 2013. She has suffered probation violations, jail time, and other criminal consequences in addition to loss of freedom and reduced employment opportunities as a result of her inability to access the program and regain her driver's license.

The ACLU of Southern California's own investigations and efforts to pursue remedial measures have confirmed that the illegal roadblocks Ms. Ramage encountered are systemic and persistent. By denying low-income community members access to programs that they need to move forward with their lives and pursue economic opportunities, while exposing them to criminal consequences that wealthier individuals do not have to confront, San Luis Obispo County's program policies not only violate state regulations governing DUI programs, but also raise serious constitutional concerns. Accordingly, we ask that the Department promptly issue a written notice of deficiency, demand corrective action, and assess a civil penalty, in order to protect Ms. Ramage's legal rights and those of other similarly situated individuals.

I. Summary of Violations

As documented in further detail below, San Luis Obispo County's DUI program (hereinafter "the Program") violates state regulations in multiple ways, including the following:

- Violation of 9 CCR § 9878(c) – Charging additional fees not approved by the Department, including a \$200 enrollment fee as a prerequisite to enrollment;
- Violation of 9 CCR § 9878(d) – Failure to use and equally apply a standardized payment schedule that includes the monthly income level at which participants are eligible to pay no more than \$5 per month and the monthly income level at which participants are eligible for extended payment or reduced program fees;
- Violation of 9 CCR § 9878(f)(1) – Refusal to allow persons whose monthly income is equal to or less than the general assistance benefit level to participate in the program under the terms required by law;
- Violation of 9 CCR § 9878(f)(2) – Refusal to allow persons whose monthly income is equal to or less than 35 percent of the monthly median family income for the county to participate in the program under the terms required by law;
- Violation of 9 CCR § 9878(f)(3) and (g) – Charging unauthorized/prohibited fees, including to participants eligible for reduced fees;
- Violation of 9 CCR § 9879(b) – Failure to post a notice of the right to a financial assessment and appeal rights at each location at which program services are provided, in a location visible to all participants and to the general public;
- Violation of 9 CCR § 9879(c) – Refusal to assess program fee and set payment schedule based on participant's documentation of income;
- Violation of 9 CCR § 9878(f), 9879(d), (h) – Failure to schedule financial assessment interview with participant within five days and to perform that assessment;
- Violation of 9 CCR § 9879(f)(2), (f)(5) – Refusal to accept forms of income documentation approved by regulation; and
- Violation of 9 CCR § 9848(d)(1)(D) – Failure to include in participant contracts a statement that participants may request the DUI program to conduct a financial assessment to determine participant's ability to pay program fee; failure to include fees and payment schedule for participants eligible for reduced or extended payment of fees.

II. Facts Demonstrating Violations

A. The Program Demands That Potential Participants Pay a \$200 Enrollment Fee, Regardless of Ability to Pay

According to the Program's webpage, its flyer and enrollment packet, and communications from Program employees, all persons seeking to participate in the Program must pay a \$200 enrollment fee just to receive an intake interview. The Program actively obstructs low-income persons like Ms. Ramage from enrolling when they cannot afford the initial \$200 fee demanded. This substantial financial barrier to get in the door flouts the income protections in state law.

In March 2022, Ms. Ramage scheduled an enrollment appointment with the Program. The day before her scheduled appointment, Program staff called her. On that call, Ms. Ramage informed Program staff that she was receiving food stamps and was seeking reduced-fee access to the

program. Program staff told Ms. Ramage that if she did not have the \$200 enrollment fee to bring to the appointment, they could not help her. Ms. Ramage understood this to mean that she would not be allowed to proceed with the enrollment appointment without the money. Despite being informed of Ms. Ramage's indigency, the Program staff did *not* tell Ms. Ramage that she could request a financial assessment or waiver of the enrollment fee.

Ms. Ramage previously attempted to enroll in the Program in 2013 and 2018. Program staff also told her at those times that she needed to pay a fee to receive an enrollment appointment. Program staff told her not to make an appointment if she could not afford the fees and instructed her to save up money instead. No Program staff informed Ms. Ramage that she could request a financial assessment or that she might not have to pay the enrollment fee based on her income.

In communications with the ACLU of Southern California and with the public, Program staff have consistently stated that prospective participants must bring a \$200 fee to enrollment in order to proceed. The Program's Driving Under the Influence (DUI) Program flyer states: "Enrollment precedes program participation . . . You **must** bring in . . . the \$200 enrollment fee" (emphasis in original).¹ The Program's website currently states: "All enrollment meetings are conducted during walk-in hours listed below. . . . A \$200 program enrollment fee will be collected at your enrollment appointment."² The Program's "DUI Enrollment checklist," provided as a cover letter to the enrollment application packet, states: "***** \$200 Enrollment fee is due at the time of the enrollment appointment.*****" (emphasis in original).³ None of these publications even suggests that there may be an exception to the enrollment fee requirement if someone is unable to pay it.

The Program's written policies and procedures also demand collection of the enrollment fee before intake without exception. The Program's "DUI Registration and Intake Procedures and Process" state that clerical staff shall "collect down payment" before scheduling the intake appointment.⁴ Similarly, the Program's "COVID DUI Preenrollment Process" directs staff to collect a \$200 payment over the phone before scheduling an intake appointment.⁵ These policies say nothing about access for persons who cannot afford the \$200 payment, nor do they instruct staff to inform prospective clients about their right to seek a financial assessment.

The Program's enrollment fee policies and practices violate state law in several ways.

- *First*, they violate 9 CCR §§ 9878(f)(1) and (g). As your June 10, 2011 letter to DUI program providers (DUI Letter No. 11-01) makes clear, regulations prohibit programs from charging enrollment fees or down payments to individuals like Ms. Ramage whose income level makes them eligible to participate while paying no more than \$5 a month.⁶ Your letter specifies that such unlawful fees, if assessed, must be refunded – yet the

¹ See Exh. B.

² See Exh. A; <https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Drug-Alcohol-Services/Services/Driving-Under-the-Influence-Programs.aspx>.

³ See Exh. G.

⁴ See Exh. H.

⁵ See Exh. I.

⁶As discussed further herein, the Program unlawfully limits reduced-fee access to individuals currently receiving General Assistance, violating the statutory rights of other income-eligible individuals like Ms. Ramage. In non-public communications, the Program has stated that for individuals currently receiving General Assistance, it still assesses an illegal \$10 enrollment fee.

Program’s participant contracts specifically state that “the initial registration fee . . . shall not be changed retroactively.”⁷

- *Second*, they violate 9 CCR § 9878(f)(3)(F), by requiring prospective participants whose income is “less than 35 percent of the monthly median family income for the county” to pay a down payment that exceeds the cost of enrolling them in the program. \$200 is double the amount of the down payment required by many providers across the state, including other county-run programs.
- *Finally*, they violate 9 CCR §§ 9878(c) and (g), by charging a fee that is not authorized by statute and approved by the Department of Health Care Services. Regulations state that a DUI program “shall charge only the program fee or any additional fee that has been approved by the Department pursuant to this section of regulation.” 9 CCR § 9878(c). DUI programs may only charge additional fees for ten services specifically enumerated by regulation: leave of absence, returned check, missed activity, rescheduling, transfer-out, transfer-in, reinstatement, duplicate DL 101, late payment fee, and positive drug/alcohol tests. 9 CCR § 9878(g). Registration is not included in this list of “additional services.” However, the Fee Agreement included in the Program’s enrollment packet states: “There is a \$115 registration fee included in the \$200 down payment at the time of intake.”⁸ And the Program intends to increase the registration fee to \$242 in the next fiscal year.⁹ In response to the Program’s regular requests for fee increases, however, the Department has not approved an increase of any registration fee, nor even included a registration fee in the list of authorized fees.¹⁰ The Program’s registration fee is unauthorized and unlawful.¹¹

B. The Program Fails to Conduct Financial Assessments as Required by Law

State law requires DUI programs to conduct a financial assessment of ability to pay program fees for anyone who requests one and to assess fees based on the person’s documented income. *See* 9 CCR §§ 9878(f), 9879(b)-(d), (h). A DUI program must conduct the financial assessment interview within five days of the request. 9 CCR § 9879(h). Our experience and Ms. Ramage’s indicate that the Program systematically fails to comply with this law.

As described further below, Ms. Ramage informed Program staff of her indigency and inquired whether she could receive a fee waiver or reduced fees multiple times; each Program representative she spoke to failed to schedule a financial assessment interview for her or to otherwise direct her to a financial assessment. On June 1, 2022, my office called the Program line to inquire about the process of seeking a financial assessment and to seek one on Ms. Ramage’s behalf. The Program employee that answered our call stated that we would have to

⁷ *See* Exh. C at pp. 15-18; *see also* [https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Forms-Documents/Client-Applications,-Intake-Forms-and-Handbooks/Drug-and-Alcohol-Services-Specific-Forms/Driving-Under-the-Influence-\(DUI\)-Program-Forms/DUI-Enrollment-Packet.pdf](https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Forms-Documents/Client-Applications,-Intake-Forms-and-Handbooks/Drug-and-Alcohol-Services-Specific-Forms/Driving-Under-the-Influence-(DUI)-Program-Forms/DUI-Enrollment-Packet.pdf).

⁸ *Id.* at p.19.

⁹ *See* Exh. J.

¹⁰ *See, e.g.*, Exh. K.

¹¹ Program materials indicate that the Program charges the initial registration processing fee under the authority of Title 8, Chapter 1.5, Section 1211 of the California Code of Regulations. *See* Ex. L. No such regulation exists, however.

send an email to the general address for the Behavioral Health department. On the same day, my office sent a letter requesting a financial assessment and fee reduction for Ms. Ramage to that email address, attaching verification of Ms. Ramage's income.¹² The Program did not conduct a financial assessment interview for Ms. Ramage within five days of this request.

Rather, on June 8, 2022, we received an email stating that the Program was not receiving electronic enrollment submissions and to contact the Program Manager by phone for reduced program fees and information. On June 9, my office called the Program Manager to ask about the process for seeking a financial assessment. The Program Manager stated that there was no reduced fee option available except for individuals receiving General Assistance working on Social Security. She stated that she had to go to a meeting and could not answer further questions. She did not schedule a financial assessment interview for Ms. Ramage. Later that day, the Program Manager sent an email to my office reiterating that the Program offers no reduced fee program and that fee waivers are limited to individuals currently receiving General Assistance; that email did not schedule a financial assessment interview for Ms. Ramage or otherwise direct us to the process for scheduling such an assessment.¹³

On July 20, 2022, my office sent a letter to County and Program representatives, again seeking a timely financial assessment and attaching even further documentation of Ms. Ramage's income.¹⁴ To date, the Program has provided no confirmation that it has performed a financial assessment for Ms. Ramage based on her income, nor even reviewed the income verification documents submitted.

C. The Program Fails to Provide Notice of the Right to a Financial Assessment

The Program conceals that participants have the right to request a financial assessment, violating 9 CCR § 9879(b). That regulation provides that DUI programs must “post a notice at each location at which program services are provided, in a location visible to all participants and to the general public,” stating:

- “(1) A participant may request the DUI program to conduct a financial assessment, in accordance with this regulation, to determine his/her ability to pay the program fee.
- (2) The DUI program shall not deny services to a participant if, based on the results of a financial assessment, the DUI program determines that the participant is unable to pay the full program fee as shown on the standardized payment schedule.
- (3) A participant may request the Department to review a financial assessment conducted by the DUI program, in accordance with this regulation. To do so, the participant shall submit a written request to the Driving-Under-the-Influence Program Branch, Department of Alcohol and Drug Programs, 1700 K Street, Sacramento, CA 95811.” *Id.*

There is no posted notice consistent with this regulation readily visible to the public at the Program's Paso Robles or Atascadero locations. Moreover, since the COVID-19 pandemic, the Program has offered services online, through its website and Zoom, while failing to post the

¹² See Exh. D.

¹³ See Exh. E.

¹⁴ See Exh. F.

notice mandated by 9 CCR § 9879(b) anywhere visible to the public online.¹⁵ The Program’s website says nothing about financial assessments. Its flyer, posted online, also includes no information about financial assessments. Nor does the enrollment packet posted online include information about requesting a financial assessment or the right to request Department review of a financial assessment. In all these ways, the Program violates 9 CCR § 9879(b).

D. The Program’s Enrollment Packet and Participant Contracts Violate the Law

The Program also fails to include information about financial assessments and fee adjustments in its participant contracts as required by law. Worse, the Program demands that participants waive the right to a financial assessment in order to enroll.

Pursuant to 9 CCR § 9848(d)(1)(D), participant contracts must include “a statement that the participant may request the DUI program to conduct a financial assessment to determine the participant’s ability to pay the program fee.” The Program’s contracts do not include this statement. Instead, the Program requires participants to sign a fee agreement that states: “By signing this Agreement, I acknowledge that I have waived my right to an initial 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.”¹⁶

The Program’s webpage and County officials both state that prospective participants must fully complete and submit the Program’s enrollment packet in order to receive an intake appointment to enroll.¹⁷ The fee agreement containing the waiver of the right to request a financial assessment is included in the enrollment packet. Thus, the Program demands that prospective participants complete a waiver of their rights to an initial financial assessment as a prerequisite to enroll, vitiating regulations that require all DUI programs to provide notice of the right to request a financial assessment and to provide such assessments on request.

Further, the Program’s contracts do not provide fee information required by law. State regulations mandate that participant contracts must list “program fees, additional fees, [and] payment schedule,” 9 CCR § 9848(d)(1)(D), and require programs to use and equally apply a standardized payment schedule that includes the monthly income level at which participants are eligible to pay no more than \$5 per month and the monthly income level at which participants are eligible for extended payment or reduced program fees, 9 CCR § 9878(d). However, the fee schedule included in the Program’s enrollment packet and participant contracts provides no information about these income-based eligibility levels, nor the fee amounts and payment schedule for reduced/extended payment fees.

¹⁵ See Exh. C at pp. 8-9; <https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Drug-Alcohol-Services/Services/Driving-Under-the-Influence-Programs.aspx>.

¹⁶ *Id.* at p. 19. Although the Program’s Fee Agreement states that services will not be denied based on inability to pay, this statement is sandwiched between a paragraph stating, “Non-payment of fees is a violation of this contract and probation status” and the waiver of the right to request a financial assessment.

¹⁷ See Exh. A; <https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Drug-Alcohol-Services/Services/Driving-Under-the-Influence-Programs.aspx> (“Before enrollment in the DUI Program you must be prepared with . . . [a] [completed DUI Program application](#). . . . **Please note:** DUI program application packets are processed on a first come/first served basis. Only fully completed application packets will be processed.”).

E. The Program Fails to Provide Financial Accommodations According to Law

If a person's monthly income is equal to or less than the county's General Assistance benefit level, a DUI program cannot charge that person more than \$5 per month in program fees. *See* 9 CCR § 9878(f)(1). If the person's monthly income is greater than the General Assistance benefit level but equal to or less than 35% of the monthly median family income for the county, a DUI program must offer: (1) a reduction in program fees; or (2) an extended payment plan for program fees. *See* 9 CCR §§ 9878(f)(2)-(3). Importantly, these regulations do not require actual enrollment in General Assistance but rather use the benefit level as a benchmark for one of the two reduced fee categories.

However, Program employees, including managers, have variously stated that the Program offers no reduced fee program and that prospective participants must show specific documentation that they are currently receiving General Assistance to qualify for any financial accommodation:

- In December 2021, Ms. Ramage called the Program to inquire about a fee waiver and was informed there were no reduced or sliding scale fees.
- In March 2022, Program staff called Ms. Ramage after she scheduled an enrollment appointment and asked if she only received food stamps. Ms. Ramage confirmed that she only received food stamps. Program staff informed Ms. Ramage that she would not qualify for the fee waiver unless she received General Assistance.
- On May 10, 2022, Ms. Ramage called the Program yet again to try again to make an enrollment appointment. Ms. Ramage had recently done research and found out that DUI programs are required to offer reduced fees based on income. Ms. Ramage told the Program staff she reached over the phone that she was homeless and that they could not deny her services because she couldn't pay. Program staff told Ms. Ramage that receiving food stamps was not enough to qualify for reduced fees and that she had to be on General Assistance.
- On June 1, 2022, my office called the Program and explained that we were working with a client seeking reduced fees on the basis that her income is lower than the threshold for General Assistance eligibility. The Program staff who answered our call stated that they did not do that in their program.
- On June 9, 2022, my office called the Program Manager and asked how to get our client access to a fee waiver or reduced fees. The Program Manager informed us that nothing like that exists within the Program, except for individuals currently receiving General Assistance who are working on Social Security. She emphasized that the reduced fees are not available for individuals receiving other forms of governmental assistance, but only for those currently receiving General Assistance.
- On June 9, 2022, the Program Manager sent my office an email stating the following: "We do not offer a reduced fee program. The waiver is approved with documentation from the Department of Social Services showing that the individual is currently receiving General Assistance (GA) for the month of application. The individual is only eligible for the waiver for each month they qualify for GA according to the monthly printout they need to provide to the DUI program."¹⁸

¹⁸ Exh. E.

The Program thus directly violates 9 CCR § 9878(f)(1) by denying income-eligible individuals like Ms. Ramage reduced fees on the illegitimate basis that they are not currently receiving General Assistance. The Program also violates 9 CCR § 9879(c) by refusing to assess program fees and set a payment schedule based on a participant's documentation of *income* rather than receipt of a specific benefit. Similarly, the Program violates 9 CCR §§ 9879(f)(2)(A) and (f)(5) by refusing to accept documentation of eligibility for other income-based public assistance as proof of eligibility for reduced fees. Finally, the Program violates Health and Safety Code 1187.3, which requires a county that has an approved alcohol and drug education program to “make provision for persons who can document current inability to pay the program fee, in order to enable those persons to participate.”

The Program's communications also strongly suggest that it is violating 9 CCR §§ 9878(f)(2)-(3). Although my office and Ms. Ramage explained to Program staff that she is indigent and provided documentation verifying that her income is below 35% of the monthly median family income in the county, no Program representative ever informed us that Ms. Ramage could be eligible for an extended payment plan. Rather, the Program Manager indicated to my office in her June 9 communication that the *only* financial accommodation the Program offers is the fee waiver for those currently receiving General Assistance. There is no indication on the Program's website or in its enrollment packet that the Program offers either the reduced fee or extended payment accommodations required by law—even though both publications include a schedule of required fees.¹⁹

In all these ways, the Program also violates 9 CCR § 9878(d), which requires programs to use and “equally apply” a standardized payment schedule that includes the monthly income level at which participants are eligible to pay no more than \$5 per month and the monthly income level at which participants are eligible for extended payment or reduced program fees.

F. The Program Charges Additional Service Fees Unauthorized by Law

Regulations provide that if a prospective DUI program participant is eligible for the maximum program fee of \$5 per month, the program is only permitted to assess the following additional fees: \$5 for each rescheduling, \$10 for each reinstatement after a participant's dismissal, and \$5 for a transfer to another licensed DUI program provider. *See* 9 CCR § 9878(f)(1)(C).

As previously noted, the Program has stated in non-public communications that even persons eligible for the \$5 per month fee must pay an enrollment fee of \$10. This additional fee is unauthorized. Moreover, the policies reflected in the Program's materials and on its website do not distinguish additional fees based on income level. According to the fee agreement in the enrollment packet, the Program may charge any participant additional fees including \$42 for a missed meeting, \$27 for a Leave of Absence, and \$81 for transfer or reinstatement; the Program's website provides a schedule of slightly higher service fees: \$44 for a missed meeting, \$28 for a Leave of Absence, and \$88 for transfer or reinstatement.²⁰ There is no indication that the fees assessed by the Program are different for low-income people as required by state law.

¹⁹See Exh. A; Exh. C at pp. 19-20; <https://www.slocounty.ca.gov/Departments/Health-Agency/Behavioral-Health/Drug-Alcohol-Services/Services/Driving-Under-the-Influence-Programs.aspx>.

²⁰*Id.*

III. Relief Requested

For all the reasons stated above, we request that the Department conduct a thorough investigation into San Luis Obispo County's DUI Program within ten days pursuant to 9 CCR § 9823.1(b), As San Luis Obispo County's Behavioral Health Department is the sole provider of licensed DUI programs in the county, the problems identified here likely affect a significant number of people. The Program's repeated and continued violations, even after multiple attempts by Ms. Ramage and our office to come to a resolution, warrant a notice of deficiency pursuant to 9 CCR § 9824, corrective action pursuant to 9 CCR § 9825, and civil penalties pursuant to 9 CCR § 9827. We urge you to take these accountability measures even if the Program provides you with superficial evidence of compliance on paper, given the evidence provided here documenting how Program staff in practice unlawfully misinform and deny services to low-income community members.²¹

A. The Program's Violations Are Class B Deficiencies

The Program's violations documented here are Class B compliance deficiencies. A Class B deficiency is any deficiency relating to the operation or maintenance of the program which has a direct relationship to the physical health, mental health, or safety of the program participants or the general public. 9 CCR § 9823(c). The Program's violations prevent low-income residents like Ms. Ramage from fulfilling requirements of probation, reinstating their driver's licenses, providing for themselves and their families, and gaining employment. Without proof of completion of a DUI program, Californians who have DUI convictions face indefinite license suspension by the DMV and significant criminal penalties. These consequences endanger the physical and mental health of individuals who cannot afford the program and their families.

For Ms. Ramage, the Program's yearslong denial of DUI programming based on her poverty directly led to a spiral of negative health outcomes. Ms. Ramage suffered probation violations for failure to enroll in a DUI program and further criminal penalties for driving on a suspended license. Ms. Ramage spent time in jail because of these violations. All the while, she struggled to find and hold a job to provide for herself without a valid driver's license. Without employment, Ms. Ramage was even less able to afford DUI program fees. Trapped in this cycle of poverty, Ms. Ramage reports feeling severe despair, stress, and depression. Ms. Ramage believes that the inability to get back on the road after one DUI conviction nearly a decade ago has directly contributed to her continued poverty and homelessness.

Prohibitively high DUI program fees also negatively impact the general public by making our communities and roads less safe. It is critical that DUI education be accessible to those with alcohol and drug-related driving violations both to treat substance use disorders and promote safe driving. Public health and public safety demand that ability to pay provisions in state law be rigorously enforced. The lives of participants, their families, and their communities rely on it.

B. Corrective Action Required

It is the Department's responsibility to "require that each program . . . provide for payment of the costs of the program by participants at times and in amounts commensurate with their ability to

²¹ As the Department can confirm through a review of its records, most of the Program's quarterly reports indicate enrollment of *zero* persons eligible to pay no more than \$5 a month.

pay in order to enable [them] to participate.” Health and Safety Code § 11837.4(b)(2). Accordingly, we respectfully request that the Department require the following corrective action pursuant to 9 CCR §§ 9824(f) and 9825:

- A fee waiver for Ms. Ramage and assurances that she will be enrolled and allowed to complete the Program under terms affordable to her, consistent with applicable regulations;
- Elimination of the \$200 enrollment fee;
- Establishment of policies and procedures to ensure that any request for a financial assessment is lawfully processed within five days;
- Removal of the waiver of the right to request a financial assessment from the Program’s enrollment packet and fee agreement;
- Publication of the following on the Program’s website and in its enrollment packet and contracts:
 - “A statement that the participant may request the DUI program to conduct a financial assessment to determine the participant’s ability to pay the program fee,” 9 CCR § 9848(d)(1)(D);
 - Information concerning how a person may request a financial assessment;
 - The notice concerning financial assessments and Department review required by 9 CCR § 9879(b); and
 - A standardized payment schedule that includes the monthly income level at which participants are eligible to pay no more than \$5 per month and the monthly income level at which participants are eligible for extended payment or reduced program fees, along with the adjusted fees (including limited fees for “additional services”) to be paid by participants eligible for such financial accommodations;
- Publication of the notice required by 9 CCR § 9879(b) in a location readily visible to the public in all of its office locations;
- Issuance of an e-mail directive to all Program staff:
 - Clarifying the applicable law;
 - Prohibiting further demands for the \$200 enrollment fee;
 - Instructing staff to provide potential participants with accurate information about the reduced fee and extended payment accommodations required by law, and how to request them from the Program;
 - Instructing staff to provide financial evaluations *based on income* (not merely on receipt of General Assistance), within five days of request;
 - Specifying that staff shall require no further documentation of income than what is required by 9 CCR § 9879(f), emphasizing that documentation of eligibility for other means-tested public assistance is sufficient for demonstrating eligibility for the Program’s fee waiver pursuant to 9 CCR §§ 9879(f)(2)(A) and (f)(4);
- Refunds of all unlawfully-charged enrollment, program, and additional service fees; and
- Retraining of all Program staff on the corrective actions above and relevant law.

C. Review of Financial Assessment

As described above, Ms. Ramage has requested a financial assessment multiple times and through my office has provided to the Program documentation of her income pursuant to

9 CCR § 9879(f)(2)(A).²² However, Program staff have used incorrect criteria to assess Ms. Ramage's financial situation and determined that she is not eligible for reduced fees. Various Program staff, including the Program Manager, have informed us that Ms. Ramage is not eligible for reduced fees because she is not currently receiving General Assistance. Without a fair financial assessment compliant with state law, Ms. Ramage continues to be denied affordable access to services due to her poverty. Accordingly, we request that you review whatever inadequate financial assessment the Program has conducted for Ms. Ramage and issue a notice of deficiency based on how that assessment was performed.

Thank you for your consideration of this letter. Pursuant to 9 CCR § 9824(k), we respectfully request that the Department notify us in writing of the results of its investigation. In the meantime, we would be happy to discuss this matter further and to aid the Department with its investigation in whatever way we can.

Sincerely,



Adrienna Wong
Sr. Staff Attorney, ACLU of Southern California
Counsel for Amy Ramage

²² See Exhs. D & F.