

HUMBOLDT ALCOHOL RECOVERY TREATMENT (HART)

PROGRAM CONTRACT

707-725-9381

The goal of HART is to assist the client participating in the program to recognize his/her level of chemical dependency, acquaint him/her with life problems associated with chemical dependency, and to aid in their recovery.

It is therefore necessary to have the following PROGRAM REQUIREMENTS (In accordance with TITLE 9 CALIFORNIA CODE OF REGULATIONS, DIVISION 4, CHAPTER 3 , Programs for Alcohol & Drug Impaired Drivers)

CORE REQUIREMENTS-Wet & Reckless or VC23140: (6 Weeks) §9851 (a)
1 Intake/assessment, 6 Drug Education Classes at 2 hours each.

CORE REQUIREMENTS-First Offender 3 Month/15 Weeks: §9851 (b)
1 Intake/assessment, 10 Drug Education Classes at 2 hours each and 5 Groups at 2 hours each. 3 Individual Interviews, to be conducted as follows; 1 at Intake, 1 at the Mid point, and 1 at Closing.

CORE REQUIREMENTS-First Offender enhanced 6 Months: §9851 (c)
1 Intake/assessment, 6 Drug Education Classes at 2 hours each, 20 Groups at 1 ½ hours each and 12 -- 15 min. each face-to-face meetings, one every other week.

CORE REQUIREMENTS-First Offender enhanced 9 Months: §9851 (d)
1 Intake/assessment, 6 Drug Education Classes at 2 hours each, 30 Groups at 1 ½ hours each, and a minimum of 17 -- 15 min. each, face to face meetings, one every other week until you complete the groups and education classes.

CORE REQUIREMENTS-Multiple Offender 12/18 Months: §9851 (e)
1 Intake/assessment, 6 Drug Education Classes at 2 hours each, 35 Groups at 1 ½ hours each and 26, 15-minute face to face every other week for one calendar year and/or core requirements are met. *After completion of core requirements, 6 Re-entry groups at 1 hour each, once a month, for the last 6 months are required for completion of the 18-month program.*

DMV Completion Certificates will not be issued until all program requirements, including program length, have been met and all assessed program fees are paid in full.

(Title 9 allows 10 days for processing after attendance is complete and balance is paid in full.) HART must be provided with an accurate California Drivers License or X number before a DL 101 (Completion Certificate) can be issued.

1. Arrive on time to class, group, appointments, and face to faces and **remain present** for the entire scheduled meeting time. Anyone arriving after the appointed time or leaving the appointment will not be given credit for class attendance on that date. All personal care issues must be completed before start of group. §9852 (k), §9854 (k), §9856 (d)
2. All clients are required to sign in at each class/group. Failing to do so will result in no credit for the class or group. §9852(i), §9854(i)
3. Each client is expected to participate in education classes and groups. Participation includes verbal input and attentiveness.
4. Per State Regulations, if you accrue more than the number of absences listed below, we will have no other alternative but to return you to court; or terminate you from the program. §9876

<u>PROGRAM</u>	<u>LENGTH</u>	<u>ABSENCES</u> <u># of unexcused</u>
Wet & Reckless	6 Weeks (12 hrs)	2
First Offender	3 Months (30 hrs)	5
First Offender	6 Months (45 hrs)	7
First Offender	9 Months (61 hrs)	7
Multiple Offender	12 Months (71 hrs)	8
Multiple Offender	18 Months (77 hrs)	10

Each scheduled appointment missed counts as an **unexcused absence** (if not rescheduled 24 hours in advance) and there will be a \$35.00 charge for each appointment missed. If you have 2 scheduled appointments in one day, you can accrue 2 absences in one day.

5. Every class, group, or appointment (program component) missed will have to be made up. The education classes are numbered 1-10. Each week has a different curriculum. Therefore, if a person misses #3, it is a #3 that the person must make up.
6. If the client makes arrangements 24 or more hours before missing, and has a valid reason, there will be a \$25.00 reschedule fee and it will be counted as an excused absence. (Refer to items #5 & #6). However, be aware that, **if you have not attended any scheduled appointments for 21 days, for any reason (holidays included), we will have no choice but to terminate you from the program.** (Refer to item #20.)

Exceptions to the above will only be allowed when:

A Leave of Absence (LOA) has been requested in writing and is approved by the Executive Director. (Refer to item #7 for how to request a Leave of Absence)

OR

You have scheduled and attended a contact 1:1 within 21 days of your last attendance.

If you miss any appointment with the HART Program you must call the Fortuna Office at 707-725-9381 to schedule a make up appointment as soon as possible after the missed appointment.

7. If you are planning/or need to be absent 21 calendar days or more you need to request a leave of absence (LOA). (If a client has not received HART program *services* for more than 21 calendar days, she/he **will** be terminated from the program, unless a leave of absence has been granted). (*Services* are defined as *group or education sessions or counseling appointments* and does not include telephone contact, dropping by the office to make a payment, or walk-ins in which a counseling session is not completed.)

To request a leave of absence, you must submit the following information to us **in writing TWO WEEKS BEFORE** it starts, along with a \$35.00 processing fee:

1. Your name.
2. Reason for the request of a leave of absence.
3. The dates requested for the leave of absence.
4. Documentation showing the need for a leave of absence.
5. In some cases, a personal interview with the Executive Director may be required.

If, however, the situation is an emergency, you must contact the Fortuna HART Office immediately; an emergency leave of absence also requires **documentation** as to the reason you could not give two weeks' notice. Participants who have requested a LOA for a vacation shall only have the LOA granted if the participant has made up all absences and paid all outstanding fees, assessed by the program, prior to the LOA §9876.5 (6).

Time taken for a LOA is not part of program time. When you take a LOA, you are removed from the schedule, whenever possible we will schedule you for the same day/time upon your return but there is no guarantee that your day/time will be available.

8. PROGRAM FEES:

Wet Reckless	\$ 400.00
First Offender (3 Mo./15 week)	\$ 955.00
First Offender (6 Mo.)	\$ 1585.00
First Offender (9 Mo.)	\$ 2160.00
Multiple Offender (12 Mo.)	\$ 2675.00
Multiple Offender (18 Mo.)	\$ 2855.00

9. **PROGRAM FEES WILL BE CHARGED AS ACCRUED. CLIENTS, WHO WISH TO TRANSFER TO ANOTHER PROGRAM, MUST PAY FOR SERVICES THEY HAVE RECEIVED PLUS THE TRANSFER OUT FEE OF \$50.00 BEFORE TRANSFERRING TO THE OTHER PROGRAM.**

10. Program cost by unit

Intake	\$100.00
Assessment	\$ 60.00
Education Classes	\$ 40.00
2 hr. Group	\$ 65.00
1 ½ hr. Group	\$ 40.00
Individual 1:1(15min)	\$ 35.00
Re-entry Group	\$ 30.00

Other fees that may be applied

Missed Activity	\$ 35.00**
Transfer In Fee	\$100.00
Transfer Out Fee	\$ 50.00
Leave of Absence	\$ 35.00*
Late Payment Fee	\$ 35.00
Reschedule Fee	\$ 25.00**
Reinstatement Fee	\$ 75.00
Returned Check	\$ 35.00
Extra/contact 1:1	\$ 35.00

(*fees waived for a documented medical emergency)

(**for each appointment missed or rescheduled)

Each participant in the program is expected to pay as they attend, according to their payment schedule. Payments are due on the 10th of each month. Late payment fees will be posted on the 21st. Those individuals who have health insurance coverage are expected to pay as they go and seek reimbursement on their own through their company.

If you fail to make your scheduled fee payment within thirty (30) days, we may require you to provide income documentation to reassess your monthly payment amount. **You may also request a financial reassessment to see if you qualify for an extended payment plan.** In either case you will need to provide the appropriate documentation within five (5) days, as outlined in Programs for Alcohol and Drug Impaired Drivers Title 9, Section §9879, Subsection h.

Failure to provide documentation of income within five (5) days of the request will result in requiring you to pay the standard monthly payment amount. Failure to make either the standard or extended payment monthly amount will result in suspension from the program for 2 weeks (You will continue to be responsible for required attendance at Face-to-Face Meetings). If finances are not taken care of within the suspension time you will be terminated from the program.

11. The payment schedule will be **extended** for a participant, who can document, as outlined in Title 9 §9879 (f), that their household income is equal to or less than (35%) of the monthly median family income for Humboldt County (see financial arrangements). This **will not reduce the total Program fee, only the monthly payment amount.**

The program fee for those that **can document** an Income of \$310.00 or less per month will be \$5.00 (five) per month, plus \$5.00 (five) per absence, and \$5.00 to transfer. **New documentation will be required on either a monthly or quarterly basis (Humboldt County GR is good for 3 months) to remain on the indigent fee.**

12. Extended payment and indigent clients are expected to meet the same standards of attendance as everyone else. Failure to comply will result in termination from the program.
13. **HART WILL WITHHOLD THE DMV COMPLETION CERTIFICATE UNTIL THE ASSESSED PROGRAM FEE IS PAID IN FULL.** (Title 9 allows 10 days for processing after attendance is complete and the balance is paid in full §98781(i)).
14. While we, at the Humboldt Alcohol Recovery Treatment program recognize that it is a negative experience to be arrested for drinking and driving and having to go through the courts, jail, etc., we assume no responsibility whatsoever for your situation. It is, therefore, a policy that any person exhibiting verbal or physical abuse towards the HART Staff or other clients will be terminated from the program. §9886 (8)
15. Dress code for attendance to all program services will be enforced. Articles that promote mind- or mood-altering substances, as well as apparel that disrupts or distracts from the group process, smelling strongly of marijuana or other mind-altering substances is not appropriate and will result in dismissal from the class or group and you will receive an absence.
16. Anyone suspected of being under the influence of alcohol or other drugs will be given a Sobriety test and if the results are positive, ejected from class and terminated from the program. An attempt will be made to find appropriate transportation for the individual in question. If any person refuses transportation and attempts to drive under the influence from the program site, HART has no option but to report the incident to the police! If you feel that you are terminated in error for drug, use you may, at your own expense, have a test run at a DHS licensed lab. Test must be run within 24 hours of eviction from program. §9874

If you are taking any medications, you are required to provide a copy of the prescription or some other form of verification from your doctor at enrollment or at the first appointment following the receipt of the prescription.

17. **No use of tobacco products or vaping** allowed in any portion of the buildings

in which HART services are provided.

If you are attending at a site that doesn't allow smoking (i.e. a school campus) then you **will not** be allowed to smoke anywhere on or near the campus. If you are found smoking on campus or in front of the campus, you will be asked to leave. You will lose credit for the class and be charged for the absence.

18. Each client is responsible for reading the posted client's rights statement, the Title 9, California Code of Regulations, Section §9879 (b), and our nondiscrimination notice. HART assumes no responsibility for the results of client failing to do so.
19. Failure to comply with program requirements will result in termination from the HART program. **Termination for those clients who are referred by court constitutes a referral back to their sentencing court. It is the courts' choice if they wish to re-refer you back to HART.**
20. Reasons for Dismissal of Participants §9886
 - (A) The DUI program shall dismiss from the program any participant who:
 - (1) Fails to participate in required program activities within 21 days of transfer to another DUI program licensed by the Department;
 - (2) Fails to maintain program sobriety in accordance with §9874;
 - (3) Fails to comply with DUI program rules;
 - (4) Fails to comply with additional county requirements which have been established by the county alcohol and drug program administrator and approved by the Department in accordance with 9860;
 - (5) Fails to attend program services for 21 days or longer without obtaining a leave of absence in accordance with Section 9876.5. The section shall not apply to multiple offenders in the last six months of the 18-month program;
 - (6) Exceeds the number of absences allowed in Section 9876(d);
 - (7) Fails to resume attending program activities within 21 days of the scheduled return from a leave of absence; or
 - (8) Is physically or verbally abusive or acts in a threatening manner to DUI program staff or DUI program participants.
 - (9) We rent space from other agencies for some of our sites. Out of consideration for those agencies and their clientele we must ask that you refrain from interacting with them, **ESPECIALLY WHERE MINORS ARE INVOLVED**. Our continued use of these facilities is contingent upon this. We wish to continue providing services to our clients in these satellite offices, so be respectful. Anything else will be grounds for immediate dismissal.

(B) The DUI program may dismiss a participant who fails to pay his/her program fee assessed in accordance with the requirements of Section 9879 or fails to reschedule and attend a financial assessment interview in accordance with the provisions of Subsection 9879(j). However, the DUI program shall not dismiss a participant, who has completed all required program services, for failure to pay program fee.

21. If you feel that you have been terminated in error or treated unfairly the grievance policy is as follows:

- a. Talk with your counselor about the situation
- b. If not satisfied with resolution, put in writing and talk with the Program Director.
- c. If the grievance still exists, make an appointment to talk with Executive Director
- d. If it is felt that further action is needed you may contact:

Humboldt County AOD
Administrative Analyst
720 Wood St.
Eureka, CA 95501
707-476-4054

Department of Health Care Services
Licensing & Certification Division
DUI Licensing & PRA Section
P.O Box 997413, MS 2602
Sacramento, California 95899-7413
Office (916)322-2964 /Fax: (916)440-5229

Termination for those clients, who are DMV referred, will be dismissal from the program. §9886
When a proof of enrollment has been filed with DMV, a non compliance form must be issued to DMV upon termination. DMV will decide if you are or will be eligible for a restricted license.
If you choose to re-enroll, following termination, a re-enrollment fee will be charged and you WILL be required to pay up to 100% of your balance at termination before you may re-enroll.

Attendance credit for program services provided will be valid for 2 years from termination date.
§9886 (f) After 2 years, all program credit is lost.

Watson Admonishment:

"I understand that being under the influence of alcohol a drug, or both, impairs my ability to operate a motor vehicle. That it is extremely dangerous to human life to drive under the influence of alcohol, drugs or both. If I continue to drive while under the influence of alcohol, drugs, or both, and as a result of my driving someone is killed, I can be charged with murder."

X _____
Client signature

X _____
Date

Program Representative

Date

I have requested to sign up in the following program:

___ Wet Reckless ___ First Offender 3 Month Program (15 week)

___ First Offender 6 / 9 Month Program ___ Multiple Offender 12 / 18

I realize if I sign up for the wrong program because of lack of, or incorrect documentation I will be charged for all sessions attended.

I have requested to attend at the location and on the day and time listed below:

Drug Education Class: _____.

AOD Group: _____.

Time: _____.

Time: _____.

Day Attending: _____.

Day Attending: _____.

Counselor: _____.

Counselor: _____.

Location: _____.

Location: _____.

I understand that the utmost consideration will be given to my preference in creating my schedule and that I will be given a copy of my schedule at the end of orientation. If circumstances necessitate changes to the schedule, such as make ups for missed appointments, and/or any additional sessions needed for completion of program requirements, I will be notified by mail.

PRINT STAFF NAME

X _____
PRINT CLIENT NAME

STAFF SIGNATURE

X _____
CLIENT SIGNATURE

DATE

X _____
DATE

THE HART OFFICE STAFF ARE NOT AVAILABLE FRIDAY-SUNDAY!

**FORTUNA MAIN OFFICE HOURS ARE: MONDAY-THURSDAY 9:00AM-4:00PM
HART TELEPHONE NUMBER IS (707) 725-9381
AFTER OFFICE HOURS YOU MAY LEAVE A MESSAGE.**

CLIENT# _____