

2494 Lake Tahoe Blvd. Ste B5  
South Lake Tahoe, CA 96150  
Phone: (530) 541-4594  
Fax: (530) 542-1226



Tahoe Turning Point, Inc.

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## **Contract for Participation in a Drug Diversion/DUI program**

### I. Components of the DUI Program

#### A. Required Program Activities:

- \_\_\_ Penal Code 1000 - (Drug Diversion, PC 1000) - 3 months: Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 9 weekly counseling groups (18 hours), and 3 individual sessions (.75 hours) = 32.25 hours. Total Cost is \$670.00; down payment is \$250.00, two monthly payments of \$210.00 due at the beginning of each month.
- \_\_\_ 6 Week - Wet Reckless Program – 12 Hours: Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours) = 13.5 hours. Total cost is \$265.00; the down payment is \$132.50, final payment due at the end of 6 weeks.
- \_\_\_ 3-Month First Offender Program: Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 9 weekly counseling groups (18 hours), and 3 individual sessions (.75 hours) = 32.25 hours. Total Cost is \$670.00; down payment is \$250.00, two monthly payments of \$210.00 due at the beginning of each month.
- \_\_\_ First Offender Program (Enhanced 6 months): Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 18 weekly counseling groups (36 hours), and six 15 minute individual sessions (1.5 hours) = 51 hours. Total Cost is \$1,075.00; down payment is \$250.00, five monthly payments of \$165.00 due at the beginning of each month.
- \_\_\_ First Offender Program (Enhanced 9 months): Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 23 weekly counseling groups (46 hours), and thirteen 15 minute individual sessions (3.25 hours) = 62.75 hours. Total Cost is \$1,380.00; down payment is \$250.00, eight monthly payments of \$141.25 due at the beginning of each month.
- \_\_\_ Multiple Offender Program (18 months): Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 26 weekly counseling groups (52 hours), twenty-four 15 minute individual sessions (6 hours), and 6-month (six 1-hour face-to-face sessions one time per month) community re-entry phase = 71.5 hours of counseling + community re-entry. Total Cost is \$1,905.00; down payment is \$250.00, twelve monthly payments of \$137.92 due at the beginning of each month. (One individual counseling session will be provided every other week from the initial date of enrollment)

through the first 12 months of participation, or until completion of the educational and group counseling sessions. The program may charge for additional individual counseling sessions.)

- \_\_\_ Multiple Offender Program (30 months): Complete an intake interview (1.5 hours), six 2 hour education sessions (12 hours), 39 hour weekly counseling groups (78 hours), thirty-nine 15 minute individual sessions (9.75 hours) and a 12-month Community Service & Probative Evidence Monitoring phase (four 1 hour face-to face interviews)= 101.25 hours + Community Service & Probative Evidence Monitoring Phase. Total Cost is \$2,650.00; down payment is \$250.00, eighteen monthly payments of \$133.33 due at the beginning of each month. (One individual counseling session will be provided every other week from the initial date of enrollment through the first 18 months of participation, or until completion of the educational and group counseling sessions. The program may charge for additional face-to-face interviews.)

#### B. Education Classes

These classes are designed to give you information on the legal, medical, and social problems associated with the abuse of alcohol and other drugs. Each class will be conducted by a skilled instructor and will include lectures, discussions and films. A skilled counselor encourages you to share ideas with the group so you may identify and resolve alcohol/drug related problems. Group sessions provide an opportunity for the individual to examine his behavior and personal attitudes as well as provide support for any positive changes.

#### C. Counseling Groups

These sessions provide an opportunity for you to examine you own behavior and personal attitudes and provide support for positive changes. The group is conducted in a manner that encourages you to share ideas and information so you may identify and resolve alcohol/drug related problems.

#### D. Face-to-Face Interviews

The purpose of these sessions is to assess your progress and provide an opportunity to discuss any personal issues that are deterring him from successfully completing the program.

#### E. Alcohol and Drug Assessment

Within the first 60 days of participation, Tahoe Turning Point will help you evaluate his alcohol and/or drug use by an assessment tool. This assessment is the first step towards empowering you to make future decisions to avoid further problems with drugs and alcohol.

#### F. Community Re-entry Phase

Last 6 months of the 18-month program:

TTP requires the participant to complete a community re-entry phase, consisting of participation in self-help groups, employment, and other areas of self-improvement.

- TTP will monitor the participant's progress during the community re-entry phase.
- TTP will provide 4 hours of monitoring, which will consist of four 1 hour of face-to-face counseling.
- TTP will not allow the participant to begin the community re-entry phase until the participant has completed the requirements of the first 12 months.

Self-Help Meetings – 6 meetings

The attendance of approved self-help meetings such as Alcoholics Anonymous, Narcotics Anonymous, Secular Organization for Sobriety, or Rational Recovery may be required to increase the individual's knowledge of addiction and recovery oriented support options.

#### G. Community Service

For the 30-month program it is required that you complete 120 hours of community service. This will be monitored by the DUI program manager every three months. It requires that you provide evidence that you have completed those hours in a timely fashion. A minimum of 60 hours are to be completed in the first 18 months of your program and the additional 60 hours are to be completed in the last 18 months of your program. The record must include location, dates, times, number of hours spent, and a signature from the volunteer agency. A record of the community service will be kept in your file. For monitoring purposes, you are required to meet with the DUI Manager or counselor once every 3 months, for a 1 hour of face-to-face interview, in the last 12 months of the program.

#### H. Probative Evidence

As part of the Probative Evidence phase of treatment in the 30 month program, you will also have to demonstrate significant improvement in occupational performance (including efforts to obtain gainful employment), physical and mental health, family relations, and financial affairs and economic stability. This will include bringing to the DUI manager or counselor documents that support these items, including but not limited to: bank statements, evidence of gainful employment, submitted applications, documentation of therapy (individual and/or family), etc. For monitoring purposes, you are required to meet with the DUI Manager or counselor once every 3 months, for a 1 hour of face-to-face interview in the last 12 months of the program (at the same time as the Community Service Monitoring).

## II. Abstinence Policy

All program participants **MUST** comply with the program sobriety regulation. This means that you will not enter any Drug Diversion/DUI program with **ANY** measurable amounts of alcohol or drugs in your system. If you appear on the Tahoe Turning Point premises at any time with any alcohol or drugs in your system you will be automatically returned to court.

Tahoe Turning Point program staff encourage all program participants to maintain total abstinence during their program as a way to explore their relationship with alcohol and other drugs. Abstinence means not consuming alcohol, non-prescribed or illicit drugs anywhere, anytime for any reason.

### III. Attendance

The program shall require each participant to attend all scheduled activities unless you have:

1. Contacted the program and arranged to attend an activity at an alternate time, or
2. Been granted an approved leave of absence (see below)

#### Missed Activities

Attendance at program activities must be given priority and we encourage you not to miss any activity. You will not receive credit if you leave an activity early. If you miss an appointment or activities, it will fall into one of the two categories below.

#### Reschedule

A missed appointment or activity is classified as a RESCHEDULE when you contact his counselor before the appointment or activity is missed.

#### Absence

A missed appointment is classified as an ABSENCE if you fail to reschedule the appointment or activity before the day is missed. If you exceed the allowed number of allowed absences for the program, you will be returned to the court.

#### Program Number of Allowed Absences

- 12 Hour Program: 2 absences
- 30 Hour Program: 5 absences
- 6 Month Program: 7 absences
- 9 Month Program: 7 absences
- 18 Month Program: 10 absences
- 30 Month Program: 15 absences

You must be on time for all appointments and scheduled activities. If you are late you will receive an ABSENCE.

All missed activities will need to be 'made up' within 30 days and prior to the completion of the program. A fee will be charged for each ABSENCE and each RESCHEDULE (when not reschedule within 24 hours of the appointment). Missed activity fees are due as soon as they occur and will be charged to your account. Participants who extend their programs because they

fail to do make ups sessions in time will be charged for each additional face-to-face required to keep their program in compliance.

If you is going to be absent for a period of time which exceeds 3 weeks (21 days), he must request a LEAVE OF ABSENCE. A leave of absence must fit one of the following criteria and must be verified with documentation:

- Military responsibility
- Work responsibilities requiring extended travel
- Extended illness or medical treatment of participant or family member
- Incarceration
- Residential alcohol or drug abuse treatment program
- Extreme personal hardship or family emergency
- Pre-planned vacation (only if participant has made up all absences and is current with fees.)

To request a LEAVE OF ABSENCE, you shall submit to the program a written request for the absence, and any documentation substantiating the need for the leave. The written request shall specify:

- Your name,
- The reason for requesting the leave of absence, and
- The dates of the leave of absence

Tahoe Turning Point shall require you to request prior approval for all leaves of absence, unless unable to do so due to circumstances beyond your control. If you requests retroactive approval for a leave of absence, in addition to the information listed above, the request for leave of absence shall explain the circumstances that prevented you from requesting prior approval. Prior to program completion, Tahoe Turning Point requires you to make up all scheduled program activities missed while on a leave of absence. Time missed while on a leave of absence shall not be counted as participation time.

#### IV. Program Rules

- Visitors or children are not allowed in program activities
- Children are not to be left unattended on Tahoe Turning Point premises
- Waste and cigarette butts are to be place in the proper receptacles
- No part of the building shall be modified or defaced
- Appropriate attire is required for all Tahoe Turning Point activities, no sunglasses or hats while indoors.
- Sleeping or closing eyes during program activities may result in an absence
- All participants are expected to participate in the group discussions and to respect other participants
- Participants who appear under the influence agree to submit to a Breathalyzer/drug test or face dismissal

Tahoe Turning Point Shall Dismiss Any Participant Who:

- Fails to participate in the required program activities within 21 days of transfer to another DUI program licensed by the Department of Health Care Services
- Fails to maintain program sobriety, including conviction of a subsequent DUI
- Fails to comply with DUI program rules
- Fails to comply with additional county requirements which have been authorized by the County Alcohol Program administrator and approved by the Department of Health Care Services.
- Fails to obtain a Leave of Absence, in accordance with the above, when a participant is unable to attend any scheduled programs services for 21 days or longer.
- Exceeds the number of absences allowable without an approved Leave of Absence
- Fails to resume attending program activities within 21 days of the scheduled return from a leave of absence
- Is physically or verbally abusive to program staff or other program participants
- Fails to pay, within 30 days of the date due, the program fee assessed in the initial intake or fails to reschedule and attend a financial assessment interview. Tahoe Turning Point shall not dismiss you if he pays his assessment program fee instead of rescheduling and attending a financial assessment review.

The following are actions, circumstances or conditions which may result in eviction from the facility:

- The use or possession of alcohol or other altering drugs. Clients must submit to chemical testing when requested by Tahoe Turning Point. Legitimate prescription medications are allowable.
- Physical abuse or threatening behavior towards staff or other clients.
- Possession of firearms, knives, and/or potential weapons.
- Non-fulfillment of agreed participation and or financial obligations.

Use of tobacco products are prohibited within 20 feet of the building.

Tahoe Turning Point will not give credit for services attended prior to dismissal if the participant has not been enrolled in a DUI program for a period of two years or longer. Tahoe Turning Point will give credit for services attended prior to dismissal if:

1. The dismissal occurred less than two years prior to re-enrollment; and
2. The DUI program who provided the services verifies in writing that the services were provided to the participant.

## V. Program Transfer

Tahoe Turning Point shall inform a participant transferring to another licensed DUI program that he/she shall enroll and attend a face-to-face interview, an educational session, or a group

counseling session in the new program within 21 days from the date of transfer from the sending program.

The following requirements apply to interprogram transfers:

1. Written notice of transfer shall be provided to the court of conviction
2. The sending program shall provide the receiving program with a completed transfer form approved by the Department
3. The receiving program shall not accept any transferee that who cannot enroll and commence participation services within 21 days following the date of last activity with transfer from the sending program.
4. The receiving program shall notify provide the sending program written notice of the transferee's enrollment or non-enrollment in the receiving program within 10 days of the transfer deadline specified in (3) above.
5. The sending program shall notify the Department of Motor Vehicles and the court of conviction if the transferee does not enroll in the receiving program.
6. The receiving program shall notify the court of conviction and the Department of Motor Vehicles of your subsequent completion of or dismissal from the program.

## VI. Program Fees and Payments

The particular program determines the program fee. Payments are due on the **first Monday of each month**. You will be assessed a late charge for any late payments made after the 10th of the month. If any payments are overdue, you may be placed in a suspension status. If you take no action to rectify an overdue account, you will be referred back to court and/or DMV for nonpayment of fees. You will be charged a fee for any missed appointment or scheduled activity (RESCHEDULE or ABSENCE). No one will be denied services because of their documented inability to pay. If an individual is going to be unable to make any payment on time or in full, please contact the financial department immediately.

You can request a financial assessment of the payment schedule. You will be required to provide documented evidence of financial hardship (on the Financial Hardship Form) resulting from either the fee level or payment schedule.

It is your responsibility to contact Tahoe Turning Point to request a financial assessment. Failure to make payments in full and on-time (or make other arrangements) will be viewed as an unwillingness to pay program fees and may result in the dismissal of you from the program and a referral back to court and/or DMV.

All program fees must be paid in full before completion paperwork is processed and released to you and the DMV. Participants reinstating into a program will pay fee based on a line per line itemization of the remaining services needed for completion, based on the current rates at the time of reinstatement. You will also pay an additional fee for the reinstatement. The final payment must be a cashier's check, money order, cash or credit card. Tahoe Turning Point will not accept a personal check for the last payment.

Additional Fees Can Include:

Missed activity	\$ 40.00
Rescheduling	\$ 25.00
Transfer Out	\$ 67.50
Transfer In	\$ 67.50
Reinstatement	\$ 50.00
Duplicate DL 101	\$ 15.00
Leave of Absence	\$ 25.00
Late Payment	\$ 25.00
Drug Testing	\$ 30.00

## VII. Complaints and Grievances

- All grievances and complaints shall be reported by the complainant to a person in a supervisory capacity per the Client Grievance Procedures. All staff members of Tahoe Turning Point, Inc. who serve in a supervisory capacity are responsible for reporting all complaints and grievances utilizing the chain of command structure. Complaints will be treated with discretion and will be promptly and thoroughly investigated. All complaints and grievances should be put in writing.
- If a client has a complaint or grievance regarding any part of admission, treatment, or discharge, the client may make his or her views known to the counselor or staff member on duty. If this action fails to satisfy the problem, the client may bring the complaint to the Outpatient Coordinator. The Outpatient Coordinator shall act on the grievance within five (5) working days. If this action fails to satisfy the problem, the client may bring the grievance to the Executive Director.
- The Executive Director shall conduct an inquiry that may include inspection of client records, interviews with the staff, and interviews with the client and any other pertinent individual. Federal confidentiality regulations shall be observed at all times during this inquiry. This inquiry shall take no more than fifteen (15) working days at which time the client shall be presented with a written report of the inquiry findings and any decision reached.
- If this action fails to satisfy the problem, then the client has recourse to meet with the Tahoe Turning Point, Inc. Board of Directors at its next scheduled meeting. The Board shall respond in writing to the client regarding findings and a decision within fifteen (15) working days after meeting with the client.
- No client or person seeking access to treatment will be denied treatment because a grievance has been filed. Tahoe Turning Point, Inc. will take no adverse actions against a client or

person for filing a grievance. A signed copy of any previous information will be included in the client chart.

If you wish to file a complaint about a licensed, certified AOD drug service provider OR a registered or certified counselor you can do so via mail, fax, or by using the online Complaint Form on the website DHCS (<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>). Please complete the Complaint Form and submit online. You may also print the form and mail or FAX to:

Department of Health Care Services  
Substance Use Disorder Services  
P.O. Box 997413  
MS# 2601  
Sacramento, CA 95899-7413  
Fax form to: (916) 445-5084

#### VIII. Program Completion

After you has completed the program and paid all fees, you will receive proof of completion. The courts will be notified of completion by Tahoe Turning Point as required. You are also responsible for following any specific instructions from the court pertaining to program completion.

By signing below, you are verifying that you have read this contract and it has been clearly explained to you by a Tahoe Turning Point staff.

\_\_\_\_\_

Client Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Signature of Tahoe Turning Point Professional

\_\_\_\_\_

Date