

**ALTO DRIVING UNDER THE INFLUENCE PROGRAM
WET/RECKLESS CONTRACT**

This service agreement contract is made between _____ and
(Client)

**ALTO COUNSELING CENTER
585 Auto Center Bldg B
Watsonville, CA 95076**

A. BACKGROUND:

ALTO Counseling Center is County and State approved to provide a Wet and Reckless Program. ALTO must report to the Court or the referring agency regarding each client's completion or failure to complete the program.

B. TERMS OF AGREEMENT:

ALTO Counseling Center agrees to provide you with the following required services:

1. Intake
2. 1 AOD Assessment
3. 6 Education Classes
4. A list of the date, time, and location of program activities you are scheduled to attend.

C. ATTENDANCE AND PARTICIPATION POLICIES:

I understand I must attend the above activities. More than two (2) absences will result in termination from the program.

1. Missed Activities

Missed activities must be made up. All missed Individual activities must be rescheduled. You must contact the reception desk to reschedule. A Missed Activity Fee will be assessed.

2. Tardiness

If you are late, you will not be allowed to participate in the activity. It will count as an absence and a Missed Activity Fee will be assessed.

3. 21-Day Rule

You must attend activities regularly. You will be terminated, Failed-to-Complete from the program if 21 days lapsed and you fail to attend at least an Education Class, or the Individual session

D. LEAVE OF ABSENCE:

If you are going to be absent for 21 days or longer from scheduled program activities, you must request a written Leave of Absence and provide documentation prior to your leave. Leave of Absences for less than 21 days are also permitted. The Program Coordinator or a Program Assistant must approve your Leave of Absence request. You must continue to make fee payments during your Leave of Absence. A Leave of Absence Fee will be assessed. Leaves of Absence are granted for the following reasons only.

- Military duty
- Illness or medical treatment
- Work travel
- Incarceration
- Residential Treatment
- Vacation
- Extreme personal hardship or family emergency

E. TRANSFER TO ANOTHER PROGRAM:

In the event that you request a transfer to another program, all fees for services rendered must be paid in full in order for ALTO to issue the transfer paperwork. A transfer fee will be assessed.

F. PROGRAM SOBRIETY:

A goal of the program is to encourage complete abstinence for the duration of the program. Program sobriety means the absence of any measurable amount of alcohol or illicit drugs on your part when driving a motor vehicle or when on ALTO program premises. You will face termination from the program if you are convicted of another DUI while enrolled at ALTO. If you are suspected of being under the influence of alcohol and/or drugs while in attendance of a program activity, you will be asked to leave and your case will be reviewed for termination. Failure to comply will result in immediate termination from the program. To contest the accusation you may provide results of a chemical test taken within 24 hours and paid for at your own expense.

G. REASONS FOR TERMINATION FROM THE PROGRAM:

1. More than two (2) absences per enrollment period.
2. Exceeding 21 days between program activities.
3. Failure to begin program participation within 21 days of transfer from an approved service provider.
4. Failure to observe program sobriety.
5. Conviction of another DUI.
6. Failure to comply with service provider rules and regulations.
7. Non-payment of assessed fees after suspension for failure to pay.
8. Failure to attend and/or reschedule a financial assessment.
9. Acts or threats of violence and/or disruptive behaviors.

If you are terminated from the program, you shall forfeit all fees paid to the program for services rendered. You will not receive credit for completed activities if you do not re-enroll in a licensed DUI program within 2 years of termination. If re-instated, you will be responsible for the following:

1. Fees for services rendered prior to termination
2. Reinstatement Fee

H. GRIEVANCE PROCEDURES:

You have the right to appeal if you feel you were been discriminated against, in any way. The appeal process begins by speaking with the ALTO Program Manager. Should a meeting with the Program Manager fail to resolve your concerns, you may appeal to the Director of ALTO, and then to the Executive Director of Encompass Community Services. When those appeals have been exhausted, concerns may be directed to the County Alcohol and Drug Programs DUI Coordinator or the State Department of Health Care Services, DUI Program Branch.

I. FEES:

The fee for the ALTO Wet/Reckless Program is \$328. This includes an Intake fee of \$127, a State fee of \$10, and County Administrative/Monitoring Fee of \$26.

1. I agree to pay the following fees as outlined:

a. Intake (including State and County fees)	\$163
b. 1 AOD assessment	\$ 21
b. 6 2-hour Education Classes @ \$24 each	<u>\$144</u>
Total	<u>\$328</u>

2. Additional Fees

a. Bad Check Fee	\$30.00
b. Leave of Absence Approval	\$20.00
c. Late Payment Fee	\$25.00
d. Missed Activity 15 minute interview	\$20.00
e. Missed Activity-Education	\$20.00
f. Re-Instatement Fee	\$75.00
g. Transfer Fee	\$45.00
h. Búsqueda de archivo	\$15.00

Services will not be denied because of inability to pay. State regulations allow for a fee waiver or an extended payment plan if certain criteria are met. Fee Waiver agreements are outlined in the Payment Plan.

I fully understand the requirements, responsibilities required of me and agree to maintain compliance with this contract, and all agreements entered into at the time of my enrollment in the ALTO Wet and Reckless Program.

Client Signature

Date

Counselor Signature

Date

Revised: 8/1/19