

SETTLEMENT AGREEMENT

This Settlement Agreement (hereafter the "Agreement"), entered into this 18th day of May, 2010, is by and between the City of Burlington, a municipality with a charter issued by the State of Vermont (hereafter the "City"), and the Burlington Housing Authority, a Vermont municipal housing authority with a principal office in Burlington, Vermont (hereafter "BHA").

WHEREAS, BHA is in the process of developing a group home to be located at 37 Elmwood Avenue, Burlington, Vermont (hereafter the "Project").

WHEREAS, BHA has applied for and been granted a Certificate of Appropriateness for the Project by the City.

WHEREAS, BHA submitted an application for a Vermont Land Use and Development Permit (hereafter the "Act 250 permit") to District Environmental Commission IV on or about March 26, 2010, which application was processed by the Commission as a minor application under Rule 51.

WHEREAS, no person petitioned for party status and no party requested a hearing on BHA's application within the time provided for such actions under Rule 51.

WHEREAS, the District Environmental Commission issued Land Use Permit No. 4C1231 for the Project on or about April 23, 2010.

WHEREAS, on or about May 10, 2010, the City filed a Motion to Alter with the District Environmental Commission seeking to introduce additional evidence and arguments regarding Criterion 7.

THEREFORE, in order to resolve all outstanding issues between the Parties related to the Project, the City and BHA hereby agree as follows:

(1) Within three (3) calendar days of the execution of this Agreement, the City and BHA shall execute and submit to District Environmental Commission IV the Joint Stipulation attached hereto as Exhibit 1.

(2) The City shall not further contest, appeal, or otherwise oppose in any way the Certificate of Appropriateness issued by the City or Land Use Permit No. 4C1231 granted by the District Environmental Commission IV, unless there is a change in use such that the property is not used as a group home.

(3) BHA acknowledges that the City and Phoenix Houses of New England, Inc., have entered into a Memorandum of Understanding (hereafter "MOU") with respect to the Project, and as to which BHA is not a party. A copy of that MOU is attached hereto as Exhibit 2 for reference purposes only.

(4) Each party represents and acknowledges to the other that this Settlement Agreement, when executed by a duly authorized agent of such party is and shall be the legal, valid and binding obligation of such party, enforceable in accordance with its terms; and each party confirms to the other that all actions required under any legal requirements governing such party have been taken or completed in a manner to properly authorize the execution of this Agreement.

(5) Each party, in consideration of the mutual covenants and promises contained in this Agreement, for themselves and their successors and assigns does hereby remise, release and discharge each other and their successors and assigns, including their respective departments, officers, agents, or employees, of and from all manner of actions, causes of action, suits, debts and sums of money, dues, claims and demands, in law or in equity, arising from or related to the City's issuance of the Certificate of Appropriateness for the Project and/or Land Use Permit No.

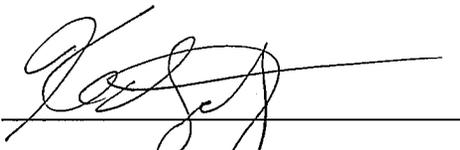
4C1231 which either ever had against each other and their respective departments, officers, agents, or employees from the beginning of the world up until the date of the execution of this Agreement.

IN WITNESS WHEREOF, each party has executed this Agreement through its duly authorized agent as of the date written above.

IN THE PRESENCE OF:

CITY OF BURLINGTON:


Witness

By: 
Duly Authorized Agent

BURLINGTON HOUSING AUTHORITY:


Witness

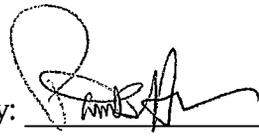
By: 
Duly Authorized Agent

EXHIBIT 1

**STATE OF VERMONT
NATURAL RESOURCES BOARD
DISTRICT ENVIRONMENTAL COMMISSION IV**

Re: Land Use Permit No. 4C1231

JOINT STIPULATION

NOW COME the City of Burlington, Vermont (hereafter the "City") and the Burlington Housing Authority (hereafter "BHA") and hereby stipulate and agree as follows:

WHEREAS BHA is in the process of developing a group home to be located at 37 Elmwood Avenue, Burlington, Vermont (hereafter the "Project").

WHEREAS, BHA submitted an application for a Vermont Land Use and Development Permit to District Environmental Commission IV on or about March 26, 2010, which application was processed by the Commission as a minor application under Rule 51.

WHEREAS, no person petitioned for party status and no party requested a hearing on BHA's application within the time provided for such actions under Rule 51.

WHEREAS, the District Environmental Commission issued Land Use Permit No. 4C1231 for the Project on or about April 23, 2010.

WHEREAS, on or about May 10, 2010, the City filed a Motion to Alter with the District Environmental Commission seeking to introduce additional evidence and arguments regarding Criterion 7.

THEREFORE, the City and BHA hereby agree as follows:

(1) The City withdraws, with prejudice, the Motion to Alter and any related request to introduce additional evidence in the above-captioned proceeding.

(2) The City will not contest District Environmental Commission IV's determination that the Project will not create an unreasonable burden on the municipality in providing governmental services. Phoenix Houses of New England, Inc., and the City have executed a Memorandum of Understanding addressing operational matters at the Project.

(3) The City shall not further contest, appeal, or otherwise oppose in any way the Land Use Permit No. 4C1231 granted by the District Environmental Commission IV, unless there is a change in use such that the property is not used as a group home.

IN THE PRESENCE OF:

Sandra Blanchard
Witness

CITY OF BURLINGTON:

By: [Signature]
Duly Authorized Agent

BURLINGTON HOUSING AUTHORITY:

Sheryl A. Gattullo
Witness

By: [Signature]
Duly Authorized Agent

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Phoenix Houses of New England, Inc. ("Phoenix House") and the City of Burlington ("City"), effective 5/18/10.

WHEREAS, the City and Phoenix House wish to collaborate to assure that the Phoenix House RISE program at 37 Elmwood Avenue is a well-managed and supervised program and an asset to the community.

WHEREAS, the CITY has agreed to withdraw its Motion to Alter with District Environmental Commission IV regarding the Land Use Permit issued for a group home at 37 Elmwood Avenue.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

A. Phoenix House will operate, manage and supervise the group home at 37 Elmwood Avenue consistent with the following terms:

Program Eligibility

1. Preference will be given to applicants residing in the City of Burlington or previous residents of the City of Burlington.
2. Sex offenders will not be eligible for the program.
3. Individuals with a history of violence or drug dealing or distribution will not be accepted unless an individualized case assessment determines that there is little or minimal risk of repeat offense.
4. Individuals selected for the program must be drug and alcohol free prior to admission.
5. The Applicant Screening Form and Orientation Checklist will be consistent with the RISE Program of Brattleboro, as attached, or any mutually agreed upon modifications as a result of the ongoing discussion with the Phoenix House Community Work Group, or its successor.

Program Operations

1. Residents will have Individualized Recovery Plans.
2. Residents will be expected to work or actively seek employment, unless unable because of a disability.
3. The program will have a full-time program manager and a full-time case manager.
4. Overnight and weekend supervision of the program will be provided by a senior resident unless in the estimation of Phoenix staff more than one senior resident is required.
5. Random urine and/or breath tests will be conducted. A positive test or refusal to take a test will result in discharge from the program.
6. Other Rules and Regulations for the Program will be substantially equivalent to those outlined in the RISE Program of Brattleboro's Program Description and Resident Orientation Manual, a copy of which is attached.

Discharge Notification

1. The Exit/Discharge policy will be consistent with the RISE Program of Brattleboro, as attached.
 2. Notification and discharge for residents who are under the supervision of the Department of Corrections ("DOC") will be in accordance with procedures and protocols established between Phoenix and DOC and shared with the Burlington Police Department.
 3. Each accepted program participant will have a discharge plan that addresses, among other issues, possible discharge prior to successful completion of the program.
- B. Phoenix House and the City acknowledge the existence of the Phoenix House Community Work Group, and Phoenix House and the City agree to work collaboratively through this group. If this group is discontinued Phoenix agrees to the creation of a successor group to provide ongoing advice regarding the Phoenix House Program at 37 Elmwood Avenue. The

City and Phoenix will jointly select the members of the successor group.

C. Any notice or other communication from either party to the other pursuant to this Memorandum of Understanding shall be deemed sufficiently given or communicated if sent by certified mail, with proper postage and registration fees prepaid, addressed to the party for whom intended, at the following address:

For City: City Attorney
City Hall, 149 Church Street
Burlington, VT 05401
802-865-7121

For Phoenix House: Richard Turner, Senior Program Director
99 Ricks Road, Plymouth, VT. 05056

D. Each party represents and acknowledges to the other that this Memorandum of Understanding, when executed by a duly authorized agent of such party is and shall be a legal, valid and binding obligation of such party, enforceable in accordance with its terms; and each party confirms to the other that all such actions required under any legal requirements governing such party have been taken or completed in a manner to properly authorize the execution of this agreement.

Phoenix Houses of New England, Inc.

Richard Turner, V.P. Senior
PROGRAM
DIRECTOR

5-18-2010

Date

Date

City of Burlington

[Signature]
City Attorney

5/18/2010

Date

Phoenix Houses of New England-Brattleboro
R.I.S.E Program
435 Western Avenue
Brattleboro, VT 05301
Intake # 802-463-9851
Phone 802-257-4677
Fax 802-463-9814
e-mail: jhenzel@phoenixhouse.org

Phoenix Houses of New England – Brattleboro

THE R.I.S.E. PROGRAM of Brattleboro

Men's Program
435 Western Avenue
Brattleboro, Vermont 05301

Program Description and
Resident Orientation Manual



R.I.S.E.

Recovery in an Independent, Sober Environment

Overview

At Phoenix House, we believe that the attitudes, understandings and behaviors needed to embrace a long term, sober lifestyle require practice, support, reinforcement, and praise. In an age of managed care, treatment lengths of stay have shrunk considerably of what they were a decade ago. Most people with a history of substance abuse will have limited success in staying sober if they return to an environment that does not support and reinforce the learning's and practices of their brief treatment experience. The RISE program provides a 3 to 24 month Transitional living environment that will allow the client to practice and reinforce the new behaviors that will lead them toward long-term sobriety.

The RISE program is a 26 bed Transitional living program for adult men in early recovery.

The program philosophy is based on a belief that people that have experienced a repeated pattern of drug or alcohol abuse need up to one year in an environment that supports and reinforces a commitment to sobriety, peaceful living, honesty and working together.

The RISE program views each individual from a holistic and individual perspective, addressing family, social, psychological, vocational, and educational issues that are often prevalent in early recovery.

It is expected that each resident will become productively employed and work toward developing sober and independent living skills while living cooperatively as part of a residential community.

The R.I.S.E program is peer led and self-governed community with a resident House manager, Chairperson, Overnight person, Resident coordinator, Treasurer and Co-chair person.

A description of the program and its policies, procedures, rules and regulations are included within.

Admission Criteria

1. All candidates interested in admission into the R.I.S.E program must be referred from an inpatient treatment program, an intensive outpatient treatment program with overnight housing or a shelter and must be at least 21 years of age. The referring counselor may call (802) 463-9851 and schedule an interview for the candidate. If the client has insurance they must be notified and pre-certification must be authorized prior to the assessment. The telephone interview must occur prior to discharge from current placement.
2. All candidates interested in admission into the R.I.S.E. program will need to have the RISE applicant screening form (enclosed) completed and signed. The referring counselor is expected to review the application with the candidate prior to scheduling a telephone interview with R.I.S.E. A candidate will not be interviewed for admission to the program prior to the application being faxed to the RISE intake coordinator.
3. Resident fee's shall be explained during the intake interview process and be available on the Applicant screening form.
4. All accepted candidates must come directly from current programming to the R.I.S.E. program. There can be no over-nights or stop-overs at family or friends.
5. All candidates must be alcohol and drug free prior to admission.
6. All residents are required to pay a rent weekly and dues to the community while a resident of R.I.S.E.
7. All residents will be required to comply with all group, individual and community obligations and the rules and regulations of R.I.S.E.
8. All candidates must possess basic cooperative group living skills and a positive attitude toward recovery. Respect for the rights of other resident's privacy, confidentiality, and sobriety is expected.
9. Residents are responsible for the purchase and preparation of their own meals and personal hygiene supplies. A food pantry is available to residents on site.
10. All rooms are furnished with a bed and dresser. Residents will be expected to bring with them: sheets, pillows and pillowcase, blanket(s), towels, and personal items. Items may be purchased at the RISE Program
11. Telephones are located in the common areas which residents can use for unlimited local outgoing and incoming calls. The number is (802) 257-7113 for men lower level and 257-7182 for men second floor. You should provide this number to anyone you want to have reach you. No collectcalls will be connected to this number. For long distance calls, each resident will need his or her own long distance calling card R.I.S.E staff is prohibited from taking messages for, or disclosing the identity of any resident in the program.

Program Description

1. Phase One

- A. Within the first month you will be expected to accomplish the following:

We require a deposit upon admission. This will cover the first week's rent, the cost of the Substance Abuse Assessment (ASI) and a house key deposit. The balance will be returned at the end of your stay, minus any outstanding debts. The use of General Assistance to pay rent will be accepted for the first two months only. You will be expected to pay rent on a weekly basis.

You will Read, Review and Sign the Orientation Checklist with the Resident Coordinator, Case manager and Director within the first 72 hours at RISE. You will follow all program rules, regulations policies and procedures while a resident of R.I.S.E.

You will participate in the development of your Individualized Recovery Plans with support from your counselor / case manager within seventy-two hours of admission to R.I.S.E. You will work on your recovery goals while at R.I.S.E. Your recovery plans will be reviewed weekly at mandatory case management sessions. You will also be expected to follow the recommendations made during the R.I.S.E intake assessment and clinical team reviews of progress.

You will be encouraged to work towards being a "resident in good standing" which requires residents to meet financial responsibilities, participate in a weekly Case management sessions, life skills and therapy groups. You will complete all assignments provided and actively participate in the peer led community activities and be respectful.

You will attend all monthly Social Gatherings, volunteer to organize monthly gatherings and be available for fund raising activities.

You will be responsible for an assigned house chore to be completed daily.

You will be expected to maintain your room in a neat and appropriate manner as outlined in the rules and regulations. Your cabinet and refrigerator space shall also be maintained as outlined.

You will be responsible for paying rent weekly, to be paid on time. You will also be responsible to pay community dues each week to the resident Treasurer. These community dues will support the resident social gathering provided each month.

You will not be provided an overnight pass for the first thirty (30) days of your stay at R.I.S.E. Out of town court appearances of distances of more than fifty (50) miles or emergency situations may be an exception with prior approval from staff. Residents are required to stay within the Brattleboro area for their first Thirty (30) days, work may be an exception.

You will need to find employment of at least twenty hours per week within your first two (2) weeks at R.I.S.E. You will not be unemployed for more than two (2) weeks at any given time. We discourage working more than forty-five (45) hours per week as it takes time and attention away from recovery. There will be no third shift employment allowed at R.I.S.E.

You will attend a minimum of four (4) AA and or NA meetings a week in the local Brattleboro area.

You will obtain an AA or NA sponsor within four (4) weeks and be expected to utilize his/her support. You will also join a home group in a self help program during this time frame. Other types of self-help groups may be considered as one of the four mandatory meetings with approval from staff.

- B. In the second month of Phase One, residents will be assessed on how well they are able to comply with program expectations, compliance with program rules, regulations/ policies and procedures. Residents will also be evaluated on their progress on their individualized recovery plans and how well they lived cooperatively with others. Advancement to Phase Two will be granted if all requirements of the program have been met, being "in good standing" and a formal written request from the resident is submitted to their counselor / case manager for approval.

2. Phase Two: (Up to an additional four (4) months.)

Phase Two will have the same requirements as Phase One, with the following conditions

1. You can meet two (2) of the AA/NA meeting requirements at out-of-town meetings, still attending a minimum of four (4) per week.
2. Your Recovery Plans will be reviewed and updated addressing on-going recovery issues around lifestyle changes, budgeting, referrals and continuing care planning.
3. There will be more focus on Individual and Family issues, including referrals to individual, group, IOP or family therapy where appropriate.
4. You will attend and participate completely in a weekly therapy groups. You will complete all assignments provided, actively participate in the group process and be on time and respectful.
5. You will be expected to be a peer "buddy" when asked by the resident coordinator.
6. You will be supportive of house projects and participate in volunteer efforts within the R.I.S.E community as well as the Brattleboro community at large when asked.

Residents of R.I.S.E can graduate after successful completion of six months of R.I.S.E providing that they met their goals as outlined in their recovery plans and have a responsible continuing care plan in place and it is the recommendation of the R.I.S.E clinical team.

If a resident wishes to enter Phase Three at R.I.S.E, they would need to complete a formal written request in their fifth month and submit it to their case manager for review and consideration. Staff will review written requests which will look at the resident's ability to follow through with recovery goals, compliance with RISE rules, regulations/ policies and procedures, involvement in R.I.S.E community projects, holding a house position and maintaining a positive "modeling" behavior while a resident of R.I.S.E.

A resident, at any time, can be placed back to phase one or discharged due to their inability to follow through with any of the program expectations outlined in Phase II and non compliance to R.I.S.E rules, regulations, policies and procedures. This decision would come from the Recovery team and reviewed with the Director.

3 Phase Three (Up to an additional six (6) months.)

Phase Three will have the same requirements, as Phase One and Two with the following conditions:

1. You will continually maintain a "good standing" status within the community and around financial responsibility, dues, chores and modeling behavior.
2. You will be expected to find full-time employment unless involved in the educational system i.e. college, Vocational training etc. Here a balance between work, schooling and training will be maintained.
3. You will be expected to maintain either a checking or savings account with a personalized budget.
4. You will participate in the Phase I or II group co-facilitation. You will be responsible for the presentation of recovery topics and manage group norms.
5. You will focus on re-entry issues such as community supports, housing, high risk factors and the importance of developing and following continuing care plan.

For those residents accepted into Phase Three the following opportunities will be provided:

1. You will be granted one additional day, per month, for an overnight pass. This additional night will be dependent on the resident's commitment to Phase III, following their recovery plan goals and supported by his/her case manager and the R.I.S.E recovery team.
2. You may be considered for an extended pass from R.I.S.E, greater than three days, provided you submit a Comprehensive Recovery/ Safety Plan around your desired destination to your counselor / case manager for review. Final approval will be determined by the R.I.S.E clinical team.

A resident, at any time, can be placed back to phase II or be discharged due to their lack of responsibility in following through with any of the expectations outlined in Phase III. This decision would come from the Counselor/ Case manager, R.I.S.E Clinical team and reviewed with the Director.

ONGOING DURING ALL PHASES

1. Random urine and/or breath tests may be requested at any time during your stay at R.I.S.E. If the results are positive or you refuse to take a required drug/ alcohol test, you will be immediately discharged. (see discharge policy)
2. You will be required to participate in All Phases of the R.I.S.E Recovery and Prevention Program. This includes weekly groups, individual case-management involvement with self-help groups and peer support
3. You will attend the weekly Monday night house meeting and daily check-in meetings unless working or in therapy during these times.

4. You will be responsible for obtaining and taking any prescribed medication, which you bring with you. You are responsible for the appropriate management of prescribed medication(s) which will be kept secure and monitored by your case manager. Any unauthorized medication or prescription vials found in a resident's room would be subject to immediate discharge. (see medication policy)
5. You will be up and awake at 8:30 am each day and maintain a clean environment, including completing your assigned chores in a satisfactory and timely fashion. You will be available for additional duties as needed, e.g., snow removal or work on the house or grounds.

Policies and Procedures

Sexual Harassment

It is the policy of Phoenix House and the R.I.S.E. program that all residents shall be able to enjoy an environment free from all forms of discrimination, including sexual harassment.

Sexual harassment is a form of misconduct that undermines the integrity of the residential environment. No resident, either male or female, should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal or physical. No person shall threaten or insinuate, either explicitly or implicitly, that a resident's refusal to submit to sexual advances will adversely affect the resident in any way. Sexual harassment does not refer to occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is personally offensive, that lowers morale and that, therefore, interferes with the environment. Each resident has a responsibility to insure the residence is free of sexual harassment.

Probationary Warning Policy

Residents of RISE will be expected to follow the policies, rules and regulations of the house. A violation of the policies, rules or regulations will result in expulsion or a Behavior Awareness Slip. Behaviors or actions resulting in getting a Behavior Awareness Slip include but are not limited to the following examples:

- Compliance with Phoenix House and R.I.S.E. rules, regulations, policies and procedures
- Not keeping up with financial responsibilities
- Missing or being late to Therapy / Case management or Recovery/ Prevention groups
- Not attending, participating or completing Recovery / Prevention group assignments
- Not doing assigned chores or contracted chore for another resident
- Not meeting R.I.S.E. standards for clean room and kitchen / cabinet space
- Not attending and or documenting minimum (4) AA/NA meetings per week
- Not meeting R.I.S.E. work requirements
- Curfew violation or failure to return to facility without an approved overnight pass
- Belligerent, intimidating or inappropriate forms of communication to residents, staff
- Not involved in the R.I.S.E. community, volunteer work
- Inappropriate behavior outside of R.I.S.E., criminal, high risk behavior
- Other: _____

R.I.S.E. reserves the right to refuse overnight passes, restrict residents to the R.I.S.E. facility, limit activity away from R.I.S.E., mandate attendance at additional AA/NA meetings or the utilization of

other therapeutic interventions tools that would support a learning experience around the inappropriate behavior identified.

Agreed Actions to address Inappropriate Behaviors (including timeframes and measurable results are as follows:

This is to notify you that we are placing you on probation and will expect to see these areas of concern corrected within the period so stated. You may request a meeting with your counselor / case manager and the Director within that time period to address these or any issues. If these concerns are not corrected within the timeframe provided, you could be asked to leave the R.I.S.E. program. If you receive another behavior awareness slip for the same offence you could be subject to immediate discharge from the R.I.S.E. program.

Medication Policy

Residents under medical treatment protocols that require special attention and monitoring by Phoenix House staff are subject to exclusion based on the lack of staff availability for such assistance. Case by case decisions will be made at the point of screening for admission to R.I.S.E.

The R.I.S.E Program will accept residents with physical and/or psychotropic medications under the following conditions:

1. Clients referred to the program with a prescription must have a minimum of two weeks of medication on them at the time of admission and must have followup appointments arranged with a psychiatrist for medication management .
2. All medications that individual(s) are prescribed should be disclosed during the intake screening interview.
3. All medications shall be logged in the R.I.S.E medication book.
4. Staff will determine what medication(s) may be kept in the resident's possession. All other prescription medications will be kept locked in the staff office.
5. Medication management will be monitored in the presence of your case manager, accounted and signed for in the Medication log
6. All residents must report any over the counter medication to staff when brought into the R.I.S.E facility. There is no sharing of any medication, prescribed or otherwise among residents.
7. Any violation of the medication policy will result in immediate discharge.
8. The use of Medication Assisted therapy for substance abuse issues will be allowed provided individuals meet the following conditions: a signed release from the prescribing physician and attendance in individual and group therapy.

Personal Possession Policy

Though all attempts will be made to keep the facility safe and secure, **Phoenix houses of New England is not responsible for the security of residents' personal possessions, i.e. money, jewelry, electronics etc..** Residents are advised not bring items of value into the premises and do so at their own risk. Residents must remove all personal possessions from the facility upon discharge from the program. Any personal items left behind by a resident will be donated to charity after two weeks.

Phoenix House reserves the right to search a resident's room at any time to ensure the safety of the program and facility.

Exit / Discharge Policy

1. Prior to leaving the program, residents will complete a continuing care contract with their case manager and be approved by the R.I.S.E clinical team.
2. Residents will meet with the R.I.S.E. Director upon discharge in order to satisfy all administrative issues such as fee payments, return of house key and other property. There will be a charge for a lost key.
3. Residents will be responsible for providing staff a forwarding address.
4. Rooms will be cleaned before leaving.
5. Staff or the House chairperson may monitor a resident while gathering personal belongings when discharging from R.I.S.E.

Rules and Regulations

A VIOLATION OF THE FOLLOWING FIRST EIGHT RULES WILL RESULT IN IMMEDIATE AND NON-NEGOTIABLE DISCHARGE.

1. **THERE WILL BE NO DRUG OR ALCOHOL USE AT ANY TIME BY ANY RESIDENT WHILE IN THE R.I.S.E. PROGRAM.**
2. Violation of the medication policy will result in immediate discharge.
3. Any form of gambling with stakes, including but not limited to; Races, poker, or sporting events is not permitted while in the R.I.S.E. program.
4. Smoking is not permitted anywhere within the R.I.S.E facility. Smoking is allowed outside at a designated smoking area only.(see smoking policy)
5. There will be no sexual or romantic involvement between residents while in the R.I.S.E. program. There will be no sexual contact with a guest while on the premises. There will be no sexual harassment of any resident (see Sexual Harassment Policy).
6. There will be no violence (physical or verbal), threats of violence, or any behavior, which undermines the cooperative atmosphere of the facility. Guns or other weapons are not allowed on the premises.

7. There will be no criminal or illegal activities by residents while at R.I.S.E. This includes, but is not limited to theft, driving without a license, riding with someone without a license, possessing stolen property, etc.
8. A refusal to meet with staff or take a urine test when requested will be considered sufficient grounds for dismissal.

A violation of the following rules can result in expulsion from the R.I.S.E. program, a Behavior slip, denial of overnight passes, or other sanctions.

9. Residents are required to maintain their room on a daily basis, i.e. making of bed, clothes hung up and off floor and no eating of meals in rooms at any time. Rooms are limited to the furniture provided by RISE, there is to be no personal furniture brought into the facility at anytime. Rooms are to be maintained as a safe and hazardous free environment, surge protectors are to be used at all times and smoke detectors are not to be tampered with or immediate termination from program will occur.
10. Quiet hours are from 10:00 p.m. to 7:00 a.m. Curfew is at 11:00 p.m., Sunday thru Monday. Each resident will return to the facility before curfew unless they are working and have a curfew extension/or have an overnight pass. The building is locked at curfew and unlocked at 5:30 a.m.
11. The kitchen will be closed from 10:00pm till 5:30am each day. Residents are required to clean up after the preparation and cooking of food.
12. Overnight pass requests will be submitted in writing to the house chairperson at least twenty-four (24) hours in advance. All overnight passes must be signed by the house chairperson and approved by their case manager before being granted. Passes will not be granted if a resident has a behavior slip, has not kept up their financial responsibilities or has not provided coverage for their chores. Residents are to post their approved passes on the structure board before leaving. There is a two-night limit on overnight passes even on Holidays. There may be an exception to this for residents in Phase 3.
13. The television in the lower level can be on between 8:30 a.m. and 5:00 p.m., Monday through Friday given it is educationally related, i.e. news, Discovery channel etc. The televisions on the first and second floors are to be off from 8:30am to 5:00pm Monday thru Friday. No televisions will be on during any AA/NA, group meetings in the building. There are to be no televisions in individual resident's rooms.
14. There will be a monthly mandatory community social gathering held on the twentieth (20th) of each month; all residents will be required to attend. The Annual Alumni Gathering would be an exception to this rule of the 20th.
15. Visiting is available between 10:00am and 9:00pm Monday through Friday. Visitors must be with resident at all times and can only be in the dining room or basement areas. Visitors are not allowed in resident rooms. Visitors must sign in and out in the visitor log. This policy includes former residents. Visitors are not to use resident computers.
16. Visitors who appear intoxicated and/or drug affected will be asked to leave R.I.S.E. facility immediately.

R.I.S.E. APPLICANT SCREENING FORM

The R.I.S.E applicant screening form is to be filled out by the person making the application to the R.I.S.E Program and his/her Case Manager, Social Worker, or Advocate. After the applicant has read the *Program Description and Resident Orientation Manual*, the following shall happen:

1. The screening form is to be completed in its entirety, dated, signed and then faxed to the Intake coordinator at the R.I.S.E program for review. The applicant's Case manager / Social Worker will also need to include the applicants most recent Drug and Alcohol Assessment along with this application.
2. The Intake coordinator will then schedule a telephone interview after reviewing the contents of the application being provided and required releases to speak with key individuals in the applicant's network are provided.
3. After the telephone interview process has been completed, and all collateral reports and releases have been received, the applicant's information will be reviewed by the R.I.S.E clinical team and recommendations will be determined.
4. After the Clinical team has approved the applicant for admission with recommendations, the applicant will be informed of these recommendations and upon agreement a date will be assigned for admission into the R.I.S.E program. Admission will be based on bed availability and compliance with all recommendations made by the R.I.S.E the clinical team and Director.
5. Admission times to R.I.S.E are on Mondays thru Thursdays between 10:00 a.m. - 11:00 a.m. and 1:00 p.m. - 2:00 p.m. unless otherwise approved by RISE staff.

R.I.S.E APPLICANT SCREENING FORM

Fax # 802-463-9814

Client fee's on Admission \$125.00

Assessment \$50.00, Rent \$65.00, Key deposit \$10.00

Name: _____ Date: _____ Date of Birth: _____
Referred By: _____ Case Manager /SW _____
Phone # _____ Discharge Date: _____

Did your Case Manager/ SW review the R.I.S.E orientation packet with you understanding all R.I.S.E Policies, Procedures and Fee's? Yes No
If a Female, are you Pregnant? Yes No Do you have Children? Yes No

History of Substance Use: (list substance , amount, last use and method of use)

History of prior treatments for Chemical dependency (include individual counseling, detox and inpatient programs, when and where)

History of prior treatments for any Psychiatric Condition(s). (Include when and where)

Have you had any suicide attempts? Yes No If yes, How Many and When?

Please list all current medications taken at this time. (Please include name, amount and for how long)

Are you on Probation, Parole, FSU or Pre-Sentence at this time? Yes No what? _____
Do you have any pending charges? Yes No what they are:

Please list all Criminal Convictions in order of last to first. (Please include dates of all criminal convictions)

Are you on a Disability? Yes No If yes, what type and for what?

Do you have a Private Insurance or on Medicaid Yes No if yes, what Type? _____

Are you employed, if not can you work? Yes No

I have read the RISE Orientation Manual and Resident Fee's _____
* _____ Date _____ Applicant Signature _____

Phoenix R.I.S.E Program Orientation Checklist

We here at R.I.S.E would like to welcome you to Transitional living. To ensure that you have been provided with accurate information around transitional living, its policies, procedures and other valuable information, we have developed this checklist. Please read and check the following:

_____ I have read and understand the R.I.S.E Program Description and Resident Orientation Manual with its Rules, Regulations and Resident Fees

_____ I have read and understand the Patient Bill of Rights

_____ I have read and understand House policies such as:

- Fire /disaster /Workplace Threats /Medical policies
- Medication policy
- Random Urine screens - Breathalyzer / Collection policy
- Discharge policy
- Phone policy
- Resident Grievance procedure
- Weapons Policy
- Smoking Policy
- Resident reporting of suspected Alcohol or Drug use.
- Resident confidentiality
- Resident Sign – in / out Policy

_____ I have completed a tour of the House and understand:

- Where my living space and bathrooms are located
- Where my kitchen / cabinet space is located
- Location of food(s) provided by Food bank
- Laundry facilities
- Locations and times of House meetings
- Location and times of House AA meetings
- Location and time of RISER meeting
- Curfew / Quiet times / Out of Bed times
- Security of building (have a house key)
- Behavior Awareness slips

_____ I have read and understand my responsibilities around Assigned House Chores:

- Individual chore descriptions
- Location of "chore list"

I have read, understand, and agree to abide by all the rules, regulations, policies and procedures of the R.I.S.E Halfway Housing Program

Resident Signature Date

Resident Coordinator Date

Case Manager Date

Program Director Date