



# MEMBERS HANDBOOK

Revised 5/2024

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## **Phase System**

Fresh Start's member phasing system was developed as a way for all new members to integrate into the Fresh Start sober Living communities in a manner that is conducive to the recovery and safety of all members. All new members are required to phase through each level and adhere to the conditions of each phase in addition to Fresh Start's regular membership rules and agreements. These phases are non-negotiable.

### **Phase One**

Duration: 14 days to review and every 14 days thereafter until phased up.

Curfew: 6:00 PM to 5:00 AM. The only exceptions are ones work schedule or a recovery-based meeting or event at which the member will be accompanied by a phase three member. All exceptions must be approved by the House Manager.

Overnights: No overnight passes are granted.

House Guests: Guests allowed until 9:00 PM in common areas only.

Membership dues must be current, and members must adhere to all Fresh Start's rules and agreements.

### **Phase Two**

Duration: 30 days to review and every 14 days thereafter until phased up.

Curfew: 9:00 PM to 5:00 AM Sunday through Thursday and, 10:00 PM to 5:00 AM Friday and Saturday. The only exceptions are for one's work schedule or a recovery-based meeting or event at which the member will be accompanied by a phase three member. All exceptions must be approved by the House Manager.

Overnights: One overnight pass per week may be approved by the House Manager. 24 hours must elapse between passes. A Special Permissions request must be submitted for any exceptions.

House Guests: Guests allowed until curfew and may be in the members room.

Membership dues must be current, and members must adhere to all Fresh Start's regular rules and agreements.

## **Phase Three (Full Membership)**

Duration: N/A

Curfew: 10:00 PM to 5:00 AM Sunday through Thursday and 11:00 PM to 5:00 AM Friday and Saturday. The only exceptions are for one's work schedule. All exceptions must be approved by the House Manager.

Overnights: Two overnight passes per week. 24 hours must elapse between passes. A special permissions request must be submitted for any exceptions.

House Guests: Guests allowed until curfew and may be in the members room.

Membership dues must be current, and members must adhere to all Fresh Start's regular rules and agreements.

\*Fresh Start General manager and House Managers retain, within reason, a degree of latitude with all phasing guidelines and may use their discretion on an individual and case by case basis.

## New Member Status

Every "new member" entering the Fresh Start sober living program and those residents that violate the conditions of their agreement with Fresh Start sober living are placed on "new member" status. The Fresh Start sober living requires strict adherence to these conditions and all rules and guidelines. While on "new resident" status, you must:

- Attend an AA/NA meeting daily and get a meeting sheet signed.
- Have a sponsor (members are required to maintain a working relationship with a sponsor. It is recommended that each resident be on track to take all "12 steps" within 6-9 months from the date of arrival at Fresh Start sober living).
- Have, attend, and participate in a home group.
- Have and fulfill a service commitment.
- Adhere to a 6:00 PM curfew to allow for "AA/NA" meetings.
- Be employed and/or have satisfied all financial obligations. (Any resident in financial arrears is responsible to pay rent of \$22.00 per day)
- Satisfy all conditions of your agreement with Fresh Start sober living. A client will remain on new member status until all conditions of his/her agreement with Fresh Start sober living are met/satisfied. If at any time a client violates the conditions of his/her agreement with Fresh Start sober living, he/she will automatically be placed on "New Resident" status.

Note: You are encouraged to become thoroughly familiar with all rules and guidelines and the conditions of your agreement with Fresh Start sober living. Ignorance is not an excuse!

## **General House Rules/Requirements/Guidelines:**

You are in a sober living environment. Your success and continuance in this environment is dependent upon your consistent good behavior and cooperation. Disruptive and/or Discourteous behavior will not be tolerated. Any contact with illegal drugs and/or alcohol and/or violation of any of the following rules & guidelines can/will result in eviction. Your signature indicates your understanding and agreement. When in doubt, ask.

- Consumption or possession of beverage alcohol in any form is strictly prohibited.
- Use or possession of illegal drugs in any form is strictly prohibited.
- Use and/or possessions of drugs and/or alcohol will result in immediate eviction. If evicted for drugs and/or alcohol the resident agrees to leave the premises immediately and not return for any reason whatsoever, without permission from the house manager and/or Fresh Start sober living.
- Lying, cheating, and stealing are strictly prohibited. If caught, you will be fined and/or evicted.
- Residents are required to submit to a drug and alcohol screen/test at any time (24/7) it is requested. A refusal and/or failure to provide an adequate sample will be treated the same as a positive test result. Any attempt to cheat/circumvent test will result in a fine/eviction.
- Daily attendance at "12 Step" meetings is strongly encouraged/recommended; the minimum daily attendance requirement is (5) per week. Acceptance meeting attendance is seated & present prior to the serenity prayer, present for all readings as well as the meeting itself up until and after the lord's prayer is concluded. Arrive early, stay late! Men with men, women with women.
- Residents are required to maintain a home group.
- Residents are required to maintain a working relationship with a sponsor. It is recommended that each resident be on track to take all "12 steps" within 6 - 9 months from their date of arrival at Fresh Start Sober Living.
- Residents are required to maintain employment. If at any time a client is/becomes unemployed and is capable of working (not injured or sick), he/she must actively seek employment from 8:00 AM - 5:00 PM Monday through Friday and is not permitted at the house during this time. A resident's employment is prohibited from interfering with their adherence to any of the other terms of this agreement.

- Behavior considered to be a "conflict of interest" (i.e., sponsorship, employment, dating, etc.) between Residents is strictly prohibited. No dating or visitation between residents/homes of fresh start sober living without permission.
  
- Smoking inside any Fresh Start sober living home is strictly prohibited.
  
- Fresh start sober living is Not (at any time) responsible for a resident's personal items/belongings. Residents are responsible for the security and safekeeping of their own personal items/belongings and are to pack and carry their items/belongings when they depart. If for any reason this does not occur, the resident may contact the house manager or fresh start sober living regarding the retrieval/disposition of their personal items/belongings. Fresh Start Sober Living will not store personal belongings for more than seventy-two (72) hours.
  
- Disruptive/Discourteous behavior will not be tolerated and can/will result in eviction.
  
- Guests of the opposite sex are strictly prohibited from entering any fresh start sober living home.
  
- Overnight guests are strictly prohibited.
  
- Guests are not permitted at the house beyond curfew and are only permitted in the common areas.
  
- Guests cannot be under the influence or in possession of drugs and/or alcohol.
  
- New resident curfew is 6:00 PM every night. All other must be in by 10:00 PM Sunday through Thursday and 11:00 PM Friday and Saturday. Residents must adhere to more strict curfews when required (i.e., Parole, Probation, etc.). Failure to return to the house on time can/will result in eviction.
  
- House quiet time is 10:00 PM to 5:00 AM. Any activity (i.e., Lights, TV, telephone conversations, etc.) that disturb another residents' ability to sleep/rest is prohibited.
  
- Evicted Residents are required to leave the premises immediately and not return under any circumstances.
  
- Residents of Fresh Start sober living are discouraged from maintaining relationships with those evicted from Fresh Start sober living program.
  
- House business meetings are held weekly at date/time determined by house manager/Fresh Start sober living and are mandatory for every client. An unexcused absence from any house business meeting can/will result in a fine, or eviction.

- Overnight/Weekend passes are to be submitted to the house manager a minimum of (1) week in advance. Authorization will be granted at the discretion of the House manager and Fresh Start sober living.

- Residents are not permitted in any bedroom other than their own without permission from the residents residing in that room; they must also be accompanied by the permitting residents.

- Thermostat is to be adjusted by the house manager only.

- Washer & Dryer - Be courteous. Clean dryer lint screen before and after every use and do not leave clothes unattended in the washer/dryer.

- Chores are required to be completed daily. The house manager is responsible for chores, assignment and completion. Failure to complete assigned chore can/will result in fine/eviction.

- A good general clean-up of all areas inside and outside the home is always required.

- Beds are required to be made upon awakening. Respective areas are to be kept neat, clean, and picked up always. No slob: you can/will be fined.

- Turn off lights, tv's, radios, fans, etc. when not in use. Exterior doors are required to be locked when entering/exiting, no exceptions.

- Residents are always required to wear appropriate dress in common areas.

Sleeping in common areas is prohibited.

- Kitchen - appliances, countertops, utensils, dishes, pots, pans, etc. will be cleaned and returned to their respective place (immediately) after each use.

- Refrigerator - Mark food/leftovers with name/date when initially placed in the refrigerator.

- Be accountable/responsible and communicate. Accountability and communication eliminate the need for excuses with house manager.

- A violation of any one of the rules & guidelines can/will result in a fine or eviction. Fines range from as little as \$25.00, up to a full \$50.00 the equivalent of an entry/reentry fee).



## **Drug Screen/Test Policy**

I understand that I can be tested for drugs and/or alcohol at any time, for any reason, per my agreement with Fresh Start sober living. I am aware and have full knowledge that the person(s) administering the test(s) are my peers and not medical personnel. I am also aware that if I test positive, refuse compliance, or attempt to cheat/circumvent the test in any way, I will be evicted from the Fresh Start sober living house and required to leave the premises immediately. My signature below indicates my understanding and consent.

## **Emergency Plan for Overdose**

1. Call 911 Immediately.

2. Check for signs of overdose.

Signs of overdose, which often results in death if not treated:

Face is extremely pale and/or clammy to the touch.

His/her body is limp.

Fingernails or lips have a blue or purple cast.

He or she cannot be awakened from sleep or is unable to speak.

Breathing is very slow or stopped.

3. Administer naloxone (Narcan).

4. Monitor the person's response and wait for EMTs near front door or obvious entrance.

## **Members Narcan Training and Evacuation Procedures**

I have been trained in the use of Naloxone (Narcan), the emergency plan for overdose and have been made aware of the evacuation plan and meeting location in the event of fire or other disaster.

## Resident Rights

- 1 To be treated with consideration and respect, without discrimination in eligibility determination.
- 2 To know, by name, the staff members working in the Recovery House.
- 3 To give informed consent for services.
- 4 To privacy and individuality, to be treated with consideration, and respect as it relates to your recovery program.
- 5 To submit grievances, if needed, to house manager.
- 6 To make reasonable requests to support your recovery program.
- 7 To obtain information regarding Fresh Start Inc. and its relationship to other healthcare related institutions when you are referred for services or programs.
- 8 To be afforded the opportunity to participate in planning your recovery program and to refuse to participate in human subject experimental research.
- 9 To be free from verbal, mental, physical, and sexual harassment, or abuse.
- 10 To have access to house policies and procedures that apply to the residents in the house.
- 11 To establish a Release of Information (ROI) to approve the release of any information to an individual or entity outside of Fresh Start Inc. when required, except as otherwise provided by law.
- 12 To be assured that Federal Regulations are being applied in all disclosures of any confidential information as applicable. Confidential information, without the residents, expressed consent, can be disclosed in the following cases:
  - a. Resident's death – information can be given to the next of kin or others with the next of kin's permission
  - b. Suspected child abuse/neglect
  - c. Threats made by a resident toward self and/or others (the threatened party(ies) and the police will be notified).
  - d. Court order
  - e. Resident's medical emergency
- 13 To be fully informed as evidenced by your written acknowledgment before or at the time of admission and during your residency at Fresh Start Inc., of the rights and responsibilities set forth herein and of all rules and regulations governing client conduct and responsibilities, and client grievance procedures.

## **Rental Agreement**

The Fresh Start Sober Living House requires a \$50.00 administrative entry fee and \$330 for your first two weeks.

Membership is \$165.00 weekly or \$710.00 monthly. Rooms are by the week/month only. Members - specifically those in arrears - can make daily monetary payments in any sum/amount. To make a payment, see the house manager or use the payment button on our website ([freshstartrecovery-maine.org](http://freshstartrecovery-maine.org)) and ensure receipt is provided. Payments can also be made by credit/debit card, cash, or money order at our office (100 Center Street in Bangor). Each week begins on Sunday and ends on Saturday. A membership arrearage can/will result in eviction. No refunds will be given on any payments.

I realize that the Fresh Start Sober Living house for which I am applying for membership requires complete abstinence from drugs and/or alcohol. Any use of drugs and/or alcohol is strictly prohibited and will result in immediate eviction from our residence(s). Disruptive and/or discourteous behavior within our residence or community will not be tolerated and can/will result in eviction from our residence. Finally, a member's inability to maintain employment and pay his/her dues in a timely manner can/will result in eviction from our residence. By initialing/signing, I acknowledge agreement to the terms stated, and hereby waive my right(s) to normal due process afforded by the local landlord-tenant laws.

## **MARR Policy Guidance – Employment of Residents**

This policy guidance covers the NARR Version 3.0 Standard Principle A – Standard 2G

– Policy surrounding the conditions around employing or entering into a paid work agreement with residents.

Policy:

It is the policy of (INSERT Name of organization) to ensure the following conditions are met if the residence provider employs, contracts with or enters into a paid work agreement with residents:

- Paid work arrangements are completely voluntary.
- Residents do not suffer consequences for declining work.
- Residents who accept paid work are not treated more favorably than residents who do not.
- All qualified residents are given equal opportunity for available work.
- Paid work for the operator or staff does not impair participating residents' progress towards their recovery goals.
- Paid work is treated the same as any other employment situation.
- Wages are commensurate with marketplace value and at least minimum wage.
- The arrangements are viewed by a majority of the residents as fair.
- Paid work does not confer special privileges on residents doing the work.
- Work relationships do not negatively affect the recovery environment or morale of the home.
- Unsatisfactory work relationships are terminated without recrimination that can impair recovery.

## LD 597

**Today (9/19/2023) LD 597 becomes law** and MARR members may take full advantage of the law.

### **What does the law do?**

LD 597 permits operators to circumvent the usual eviction process if certain requirements are met.

### **How does it work?**

LD 597 allows MARR-certified recovery residence operators to adhere to a strict set of standards to utilize the permitted actions for referring residents who demonstrate protracted resistance to recovery work and become a danger to fellow residents. In other words, an operator can refer/transfer/discharge a resident without going through the usual lengthy eviction process.

The language of the bill includes, "...A MARR-certified recovery residence with a discharge and transfer policy approved under this section may discharge or transfer a resident in accordance with that policy if the discharge or transfer is necessary for the resident's welfare, the resident's needs cannot be met at the recovery residence or the health and safety of other residents or recovery residence employees are at risk or would be at risk if the resident continues to live at the recovery residence."

### **When would the law apply?**

MARR operators have seen situations where a resident experiences recurrence and refuses to accept a referral for a higher and needed level of care. In these rare instances, they may continue to drink, use, or inject in their rooms in the presence of a roommate who is desperately trying to remain sober. House managers and operators may be powerless to convince the person in active disease to accept a referral. This situation can and has continued for weeks and months as the operators moves through the legally permitted removal process.

While the legal case is moving through the system, the person continues to be a danger to themselves and others. The Social Model of recovery, so vital to the success of all the residents are weakened. It takes weeks after the situation is resolved to return balance and a healthy recovery environment to an affected recovery home.

## Fresh Start Inc. Referral/Transfer/Discharge Policy

By signing our Membership Agreement and acknowledging receipt of our Members Handbook all members agree to abide by our MARR approved Referral/Discharge/Transfer policy outlined on this page.

Members who produce a positive UA for any substance that they do not have a current valid prescription for are in violation of our rental agreement and subject to discharge, transfer, or referral. Other serious violations including but not limited to violence, threats of violence, theft, or other criminal conduct will likely result in discharge or transfer. How these situations are handled is at the administrative staff's discretion.

Fresh Start staff will make all reasonable efforts to retain a member when it is safe to do so if the member is honest and cooperative. These efforts will include initiating a behavioral contract when appropriate, transporting the member to a local hospital, clinic, or detox for medical clearance, suspending the members housing, or creating a safety plan for the member.

Fresh Start will assist members who relapse in finding a safe place to go during any suspension of housing (usually 3-5 days) to allow for the member to return with negative UA results.

Members who refuse to cooperate with a referral or transfer plan or refuse to agree to and sign a behavioral contract will be asked to leave immediately and be given 15-30 minutes to collect some or all their belongings. A member who appears to be intoxicated or becomes disruptive or aggressive will be asked to leave the property **immediately**. If a member is asked to leave the property, they may not return without the permission of a staff member.



Maine Association of  
Recovery Residences  
75 Bishop Street, Suite 18, Portland ME 04103  
www.mainerecoveryresidences.com

## PLEASE POST

# GRIEVANCE PROGRAM

For the protection of all persons, this recovery residence provides a free Grievance program for anyone who experiences a problem within the house and cannot settle the issue through normal channels.

A MARR Grievance Facilitator is an independent and impartial person who investigates complaints that haven't been solved by the organization complained against. This person can help solve disputes between two parties. It is a free service.

Contact with the Grievance Facilitator is confidential and will not be disclosed without permission. The Facilitator for this residence is:

**Kara Shamsi**

**(978)-333-6459**

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Name of Mediator

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Phone Number

*Additionally contact with your Grievance Facilitator can be made by e-mailing  
**Facilitator@mainerecoveryresidences.com***

If you have further questions about this service, you may contact the Maine Association of Recovery Residences (MARR) at the address listed at the top of this notice.



## Financial Transparency Clause

**Fresh Start Inc. is committed to transparency in all financial matters. We believe that openness fosters trust among our stakeholders, including donors, employees, and the community. As such, we pledge to:**

**Public Disclosure:** Upon request, we will provide copies of our three most recently filed annual information returns (IRS Form 990) and our application for tax-exemption. Additionally, we encourage transparency by posting these documents on our website<sup>1</sup>.

**Honest Communication:** We will be honest in our solicitation materials and clear in our communications with donors about how their contributions are used.

**Conflict of Interest Policy:** Our board and staff will annually review our conflict of interest policy, ensuring transparency in decision-making.

**Executive Compensation:** The full board will be aware of and approve the compensation of our executive director/CEO.

**Timely Financial Reports:** Our board will review timely financial reports and the IRS Form 990 before filing.

**Sound Financial Management:** We will adopt sound financial management policies, including internal controls, to ensure accountability.

**Expense Policies:** Clear expense policies will outline who is accountable for expenditures, including reasonable travel expenses.

**Tax-Exempt Status:** We will transparently communicate our tax-exempt status on our website.

**Third Party Payments:** All third party payments will be disclosed to members upon deposit to their account.

## Nondiscriminatory Statement

Fresh Start Sober Living is committed to providing equal access and nondiscriminatory services to all individuals. We adhere to state and federal laws that prohibit discrimination based on race, color, national origin, religion, sex, disability, or familial status. Our facilities are open to everyone seeking recovery, and we strive to create an inclusive and supportive environment for all residents.

## ADDRESSING NEIGHBOR CONCERNS POLICY

It is crucial to the long-term success of any person in recovering to adopt new skills when dealing with difficult people, especially those who may not understand recovery. One of the most important parts of being in our recovery homes, is adopting certain pro-neighbor attitudes and behaviors – along the lines of, “love thy neighbor as thyself.” even if those same behaviors and attitudes are not returned. New Foundations takes our Good Neighbor Policy profoundly serious in part to combat NIMBY (not in my back yard). We can show our neighbors that we are assets to the community. We are not “drug houses” or “trap houses”, but rather look at us as good neighbors, and contributing members to society.

Below, lists the code of conduct you agree BEFORE moving forward in our program. If this is not something you’re comfortable with, please let us know.

You represent yourself in such a manner of excellence and humility. Be proud where you are, but humble in your attitude toward others. Not everyone appreciates the steps you’ve taken or obstacles you’ve overcome to get here.

You represent Fresh Start Sober Living. Even though you will successfully transition on, we plan to be here to continue our mission, for generations. Think and act beyond yourself. You represent people in recovery everywhere. The stigma of addiction remains, despite decades of public education. Although community members support your recovery, people still struggle with a sober living facility being in their neighborhood.

Demonstrate the strength and character it takes to change for the better. Our goal is to show, through our actions, we are good people with a bad illness, and that we deserve a chance, not judgement.

Do not travel in groups larger than 3-4 people while walking locally.

Be aware of the space you take up, give up space to others on the sidewalk, hallways, etc.

Volunteer to be of help in any way you can. Look for ways to chip in, whether at home or out in public.

Keep your voices lowered and be aware of subject matter. This is just as important on the deck and smoking area, which should NOT be in the front of the home.

At meetings –silence phones, pay attention, learn from the people who have long-term sobriety. Use “Please” and “Thank you”. Listen.

If a neighbor confronts you, please do not engage or give them a reason to call the police. You are to contact Fresh Start Admins at 207-481-8201. Do not engage or get into an argument.