

**AGREEMENT FOR SERVICES OF
INDEPENDENT CONTRACTOR**

BETWEEN

**COUNTY OF SANTA BARBARA
DEPARTMENT OF BEHAVIORAL WELLNESS
AND**

CALIFORNIA PSYCHIATRIC TRANSITIONS, INC

FOR

MENTAL HEALTH SERVICES

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STANDARD TERMS **AND CONDITIONS**

AGREEMENT
FOR SERVICES OF INDEPENDENT CONTRACTOR
(Specific to Contract)

THIS AGREEMENT is made by and between the County of Santa Barbara, a political subdivision of the State of California, and **California Psychiatric Transitions, Inc.** with an address at 9234 Hinton Ave., Delhi, CA (hereafter Contractor) wherein Contractor agrees to provide and County agrees to accept the services specified herein (hereafter Agreement).

WHEREAS, Contractor represents that it is specially trained, skilled, experienced, and competent to perform the special services required by County and County desires to retain the services of Contractor pursuant to the terms, covenants, and conditions herein set forth; and

WHEREAS, this Agreement converts the Purchase Order (CN 24-351) into this Board Contract, but which otherwise cancels, nullifies, and supersedes Purchase Order CN 24-351.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. DESIGNATED REPRESENTATIVE.

Director at phone number 805-681-5220 is the representative of County and will administer this Agreement for and on behalf of County. Aaron Stocking, Director at phone number 209-920-4799 is the authorized representative for Contractor. Changes in designated representatives shall be made only after advance written notice to the other party.

2. NOTICES.

Any notice or consent required or permitted to be given under this Agreement shall be given to the respective parties in writing, by personal delivery or facsimile, or with postage prepaid by first class mail, registered or certified mail, or express courier service, as follows:

To County: Director
 County of Santa Barbara
 Department of Behavioral Wellness
 300 N. San Antonio Road
 Santa Barbara, CA 93110
 FAX: 805-681-5262

To Contractor: Aaron Stocking, Director
 California Psychiatric Transitions, Inc
 9234 Hinton Ave.
 Delhi, CA 95315
 FAX: 209-669-3978

or at such other address or to such other person that the parties may from time to time designate in accordance with this Notices section. If sent by first class mail, notices and consents under this section shall be deemed to be received five (5) days following their deposit in the U.S. mail. This Notices section shall not be construed as meaning that either party agrees to service of process except as required by applicable law.

3. SCOPE OF SERVICES.

Contractor agrees to provide services to County in accordance with EXHIBIT A(s) attached hereto and incorporated herein by reference.

4. TERM.

Contractor shall commence performance on **July 1, 2020** and end performance upon completion, but no later than **June 30, 2021** unless otherwise directed by County or unless earlier terminated.

5. COMPENSATION OF CONTRACTOR.

In full consideration for Contractor's services, Contractor shall be paid for performance under this Agreement in accordance with the terms of EXHIBIT B attached hereto and incorporated herein by reference.

6. INDEPENDENT CONTRACTOR.

It is mutually understood and agreed that Contractor (including any and all of its officers, agents, and employees), shall perform all of its services under this Agreement as an independent Contractor as to County and not as an officer, agent, servant, employee, joint venturer, partner, or associate of County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions hereof. Contractor understands and acknowledges that it shall not be entitled to any of the benefits of a County employee, including but not limited to vacation, sick leave, administrative leave, health insurance, disability insurance, retirement, unemployment insurance, workers' compensation, and protection of tenure. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security withholding and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the County or to this Agreement.

7. STANDARD OF PERFORMANCE.

Contractor represents that it has the skills, expertise, and licenses/permits necessary to perform the services required under this Agreement. Accordingly, Contractor shall perform all such services in the manner and according to the standards observed by a competent practitioner of the same profession in which Contractor is engaged. All products of whatsoever nature, which Contractor delivers to County pursuant to this Agreement, shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Contractor's profession. Contractor shall correct or revise any errors or omissions, at County's request without additional compensation. Permits and/or licenses shall be obtained and maintained by Contractor without additional compensation.

8. DEBARMENT AND SUSPENSION.

Contractor certifies to County that it and its employees and principals are not debarred, suspended, or otherwise excluded from or ineligible for, participation in federal, state, or county government contracts, including but not limited to exclusion from participation from federal health care programs under section 1128 or 1128A of the Social Security Act. Contractor certifies that it shall not contract with a subcontractor that is so debarred or suspended.

9. TAXES.

Contractor shall pay all taxes, levies, duties, and assessments of every nature due in connection with any work under this Agreement and shall make any and all payroll deductions required by law. County shall not be responsible for paying any taxes on Contractor's behalf, and should County be required to do so by state, federal, or local taxing agencies, Contractor agrees to promptly reimburse County for the full value of such paid taxes plus interest and penalty, if any. These taxes shall include, but not be limited to, the following: FICA (Social Security), unemployment insurance contributions, income tax, disability insurance, and workers' compensation insurance.

10. CONFLICT OF INTEREST.

Contractor covenants that Contractor presently has no employment or interest and shall not acquire any employment or interest, direct or indirect, including any interest in any business, property, or source of income, which would conflict in any manner or degree with the performance of services required to be performed under this Agreement. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed by Contractor. Contractor must promptly disclose to the County, in writing, any potential conflict of interest. County retains the right to waive a conflict of interest disclosed by Contractor if County determines it to be immaterial, and such waiver is only effective if provided by County to Contractor in writing.

11. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY.

County shall be the owner of the following items incidental to this Agreement upon production, whether or not completed: all data collected, all documents of any type whatsoever, all photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials, and any material necessary for the practical use of such items, from the time of collection and/or production whether or not performance under this Agreement is completed or terminated prior to completion. Contractor shall not release any of such items to other parties except after prior written approval of County. Contractor shall be the legal owner and Custodian of Records for all County client files generated pursuant to this Agreement, and shall comply with all Federal and State confidentiality laws, including Welfare and Institutions Code (WIC) §5328; 42 United States Code (U.S.C.) §290dd-2; and 45 CFR, Parts 160 – 164 setting forth the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Contractor shall inform all of its officers, employees, and agents of the confidentiality provision of said laws. Contractor further agrees to provide County with copies of all County client file documents resulting from this Agreement without requiring any further written release of information. Within HIPAA guidelines, County shall have the unrestricted authority to publish, disclose, distribute, and/or otherwise use in whole or in part, any reports, data, documents or other materials prepared under this Agreement.

Unless otherwise specified in Exhibit A, Contractor hereby assigns to County all copyright, patent, and other intellectual property and proprietary rights to all data, documents, reports, photos, designs, sound or audiovisual recordings, software code, inventions, technologies, and other materials prepared or provided by Contractor pursuant to this Agreement (collectively referred to as "Copyrightable Works and Inventions"). County shall have the unrestricted authority to copy, adapt, perform, display, publish, disclose, distribute, create derivative works from, and otherwise use in whole or in part, any Copyrightable Works and Inventions. Contractor agrees to take such actions and execute and deliver such documents as may be needed to validate, protect and confirm the rights and assignments provided hereunder. Contractor warrants that any Copyrightable Works and Inventions and other items provided under this Agreement will not infringe upon any intellectual property or proprietary rights of any third party. Contractor at its own expense shall defend, indemnify, and hold harmless County against any claim that any Copyrightable Works or Inventions or other items provided by Contractor hereunder

infringe upon intellectual or other proprietary rights of a third party, and Contractor shall pay any damages, costs, settlement amounts, and fees (including attorneys' fees) that may be incurred by County in connection with any such claims. This Ownership of Documents and Intellectual Property provision shall survive expiration or termination of this Agreement.

12. NO PUBLICITY OR ENDORSEMENT.

Contractor shall not use County's name or logo or any variation of such name or logo in any publicity, advertising or promotional materials. Contractor shall not use County's name or logo in any manner that would give the appearance that the County is endorsing Contractor. Contractor shall not in any way contract on behalf of or in the name of County. Contractor shall not release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning the County or its projects, without obtaining the prior written approval of County.

13. COUNTY PROPERTY AND INFORMATION.

All of County's property, documents, and information provided for Contractor's use in connection with the services shall remain County's property, and Contractor shall return any such items whenever requested by County and whenever required according to the Termination section of this Agreement. Contractor may use such items only in connection with providing the services. Contractor shall not disseminate any County property, documents, or information without County's prior written consent.

14. RECORDS, AUDIT, AND REVIEW.

- A.** Contractor shall make available for inspection, copying, evaluation, or audit, all of its premises; physical facilities, or such parts thereof as may be engaged in the performance of the Agreement; equipment; books; records, including but not limited to beneficiary records; prescription files; documents, working papers, reports, or other evidence; contracts; financial records and documents of account, computers; and other electronic devices, pertaining to any aspect of services and activities performed, or determination of amounts payable, under this Agreement (hereinafter referred to as "Records"), at any time by County, DHCS, CMS, Department of General Services, Bureau of State Audits, HHS Inspector General, U.S. Comptroller General, or other authorized federal or state agencies, or their designees ("Authorized Representative") (hereinafter referred to as "Audit").
- B.** Any such Audit shall occur at the Contractor's place of business, premises, or physical facilities during normal business hours, and to allow interviews of any employees who might reasonably have information related to such Records. Contractor shall maintain Records in accordance with the general standards applicable to such book or record keeping and shall follow accounting practices and procedures sufficient to evaluate the quality and quantity of services, accessibility and appropriateness of services, to ensure fiscal accountability, and to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. All records must be capable of verification by qualified auditors.
- C.** This Audit right will exist for 10 years from: the close of the State fiscal year in which the Agreement was in effect or if any litigation, claim, negotiation, Audit, or other action involving the Records has been started before the expiration of the 10-year period, the Records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular 10-year period, whichever is later.

- D.** Contractor shall retain all records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Agreement, including beneficiary grievance and appeal records identified in 42 CFR § 438.416 and the data, information and documentation specified in 42 Code of Federal Regulations parts 438.604, 438.606, 438.608, and 438.610 for the 10-year period as determined in Paragraph 14.C.
- E.** If this Agreement is completely or partially terminated, the Records, relating to the work terminated shall be preserved and made available for the 10-year period as determined in Paragraph 14.C.
- F.** Contractor shall ensure that each of its sites keep a record of the beneficiaries being treated at each site. Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to Welfare & Institutions Code Section 14124.1 and 42 CFR 438.3(h) and 438.3(u). Contractor shall retain such records for the 10-year period as determined in Paragraph 14.C.
- G.** Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an Authorized Representative to inspect, audit or obtain copies of said records, the Contractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- H.** The Authorized Representatives may Audit Contractor at any time if there is a reasonable possibility of fraud or similar risk.
- I.** Contractor agrees to include a similar right to Authorized Representatives to audit records and interview staff in any subcontract related to performance of this Agreement.
- J.** If federal, state or County audit exceptions are made relating to this Agreement, Contractor shall reimburse all costs incurred by federal, state, and/or County governments associated with defending against the audit exceptions or performing any audits or follow-up audits, including but not limited to: audit fees, court costs, attorneys' fees based upon a reasonable hourly amount for attorneys in the community, travel costs, penalty assessments and all other costs of whatever nature. Immediately upon notification from County, Contractor shall reimburse the amount of the audit exceptions and any other related costs directly to County as specified by County in the notification. The provisions of the Records, Audit, and Review section shall survive any expiration or termination of this Agreement.

15. INDEMNIFICATION AND INSURANCE.

Contractor agrees to the indemnification and insurance provisions as set forth in EXHIBIT C – Standard Indemnification and Insurance Provisions attached hereto and incorporated herein by reference.

16. NONDISCRIMINATION.

County hereby notifies Contractor that County's Unlawful Discrimination Ordinance (Article XIII of Chapter 2 of the Santa Barbara County Code) applies to this Agreement and is incorporated herein by this reference with the same force and effect as if the ordinance were specifically set out herein and Contractor agrees to comply with said ordinance. Contractor shall also comply with the nondiscrimination provisions set forth in EXHIBIT A-1 General Provisions: MHS to this Agreement.

17. NONEXCLUSIVE AGREEMENT.

Contractor understands that this is not an exclusive Agreement and that County shall have the right to negotiate with and enter into contracts with others providing the same or similar services as those provided by Contractor as the County desires.

18. NON-ASSIGNMENT.

Contractor shall not assign, transfer or subcontract this Agreement or any of its rights or obligations under this Agreement without the prior written consent of County and any attempt to so assign, subcontract or transfer without such consent shall be void and without legal effect and shall constitute grounds for termination.

19. TERMINATION.

A. By County. County may, by written notice to Contractor, terminate this Agreement in whole or in part at any time, whether for County's convenience, for nonappropriation of funds, or because of the failure of Contractor to fulfill the obligations herein.

1. **For Convenience.** County may terminate this Agreement in whole or in part upon thirty (30) days written notice. During the thirty (30) day period, Contractor shall, as directed by County, wind down and cease its services as quickly and efficiently as reasonably possible, without performing unnecessary services or activities and by minimizing negative effects on County from such winding down and cessation of services.

2. **For Nonappropriation of Funds.**

i. The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to County by the County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

ii. As permitted by applicable State and Federal laws regarding funding sources, if funding to make payments in accordance with the provisions of this Agreement is delayed or is reduced from the County, State, and/or federal governments for the Agreement, or is not allocated or allotted in full to County by the County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of County to make payments will be delayed or be reduced accordingly or County shall have the right to terminate the Agreement. If such funding is reduced, County in its sole discretion shall determine which aspects of the Agreement shall proceed and which Services shall be performed. In these situations, County will pay Contractor for Services and Deliverables and certain of its costs. Any obligation to pay by County will not extend beyond the end of County's then-current funding period.

iii. Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, County in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced.

3. **For Cause.** Should Contractor default in the performance of this Agreement or materially breach any of its provisions, County may, at County's sole option, terminate or suspend this Agreement in whole or in part by written notice. Upon receipt of notice, Contractor shall immediately discontinue all services affected (unless the notice directs otherwise) and notify County as to the status of its performance. The date of termination shall be the date the notice is received by Contractor, unless the notice directs otherwise.

By Contractor. Any party hereto may terminate this contract at any given time by giving thirty (30) days written notice or should County fail to pay Contractor all or any part of the payment set forth in EXHIBIT B, Contractor may, at Contractor's option terminate this Agreement if such failure is not remedied by County within thirty (30) days of written notice to County of such late payment. During the thirty (30) day period, Contractor shall take steps to minimize negative effects of such termination on County's clients receiving services from Contractor.

- B. **Upon Termination.** Contractor shall deliver to County all data, estimates, graphs, summaries, reports, and all other property, records, documents or papers as may have been accumulated or produced by Contractor in performing this Agreement, whether completed or in process, except such items as County may, by written permission, permit Contractor to retain. Notwithstanding any other payment provision of this Agreement, County shall pay Contractor for satisfactory services performed to the date of termination to include a prorated amount of compensation due hereunder less payments, if any, previously made. In no event shall Contractor be paid an amount in excess of the full price under this Agreement nor for profit on unperformed portions of service. Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. In the event of a dispute as to the reasonable value of the services rendered by Contractor, the decision of County shall be final. The foregoing is cumulative and shall not affect any right or remedy which County may have in law or equity.

20. SECTION HEADINGS.

The headings of the several sections, and any Table of Contents appended hereto, shall be solely for convenience of reference and shall not affect the meaning, construction or effect hereof.

21. SEVERABILITY.

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

22. REMEDIES NOT EXCLUSIVE.

No remedy herein conferred upon or reserved to County is intended to be exclusive of any other remedy or remedies, and each and every such remedy, to the extent permitted by law, shall be cumulative and in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or otherwise.

23. TIME IS OF THE ESSENCE.

Time is of the essence in this Agreement and each covenant and term is a condition herein.

24. NO WAIVER OF DEFAULT.

No delay or omission of County to exercise any right or power arising upon the occurrence of any event of default shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence therein; and every power and remedy given by this Agreement to County shall be exercised from time to time and as often as may be deemed expedient in the sole discretion of County.

25. ENTIRE AGREEMENT AND AMENDMENT.

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel. Requests for changes to the terms and conditions of this agreement after April 1 of the Fiscal Year for which the change would be applicable shall not be considered. All requests for changes shall be in writing. Changes shall be made by an amendment pursuant to this Section. Any amendments or modifications that do not materially change the terms of this Agreement (such as changes to the Designated Representative or Contractor's address for purposes of Notice) may be approved by the Director of the Department of Behavioral Wellness. The Board of Supervisors of the County of Santa Barbara must approve all other amendments and modifications.

26. SUCCESSORS AND ASSIGNS.

All representations, covenants and warranties set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

27. COMPLIANCE WITH LAW.

Contractor shall, at its sole cost and expense, comply with all County, State and Federal ordinances and statutes now in force or which may hereafter be in force with regard to this Agreement. The judgment of any court of competent jurisdiction, or the admission of Contractor in any action or proceeding against Contractor, whether County is a party thereto or not, that Contractor has violated any such ordinance or statute, shall be conclusive of that fact as between Contractor and County.

28. CALIFORNIA LAW AND JURISDICTION.

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

29. EXECUTION OF COUNTERPARTS.

This Agreement may be executed in counterparts and each shall be deemed an original, and all shall constitute the same instrument. All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(ies), person(s), or firm(s) and all formal requirements necessary to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, CONTRACTOR hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which CONTRACTOR is obligated, which breach would have a material effect hereon.

30. AUTHORITY.

All signatories and parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, or firms represented or purported to be represented by such entity(s), person(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been fully complied with. Furthermore, by entering into this Agreement, Contractor hereby warrants that it shall not have breached the terms or conditions of any other contract or agreement to which Contractor is obligated, which breach would have a material effect hereon.

31. SURVIVAL.

All provisions of this Agreement which by their nature are intended to survive the termination or expiration of this Agreement shall survive such termination or expiration.

32. PRECEDENCE.

In the event of conflict between the provisions contained in these numbered paragraphs, the provisions contained in the Exhibits, and the provisions contained in Attachments 1 - Admissions Agreement Part 1 and Attachment 2 - Admissions Agreement Part 2, the controlling documents shall be first, the provisions of this document; second, the provisions of the Exhibits; and third, the provisions in the Attachments unless waived by amendment. In the event and to the extent any provisions contained in multiple documents address the same or substantially the same subject matter, but do not actually conflict, the order of precedence shall be the same: first, the provisions of this document; second, the provisions of the Exhibits; and third, the provisions in the Attachments.

33. COMPLIANCE WITH HIPAA.

Contractor is expected to adhere to Health Insurance Portability and Accountability Act (HIPAA) regulations and to develop and maintain comprehensive patient confidentiality policies and procedures, provide annual training of all staff regarding those policies and procedures, and demonstrate reasonable effort to secure written and/or electronic data. The parties should anticipate that this Agreement will be modified as necessary for full compliance with HIPAA.

34. COURT APPEARANCES.

Upon request, Contractor shall cooperate with County in making available necessary witnesses for court hearings and trials, including Contractor's staff that have provided treatment to a client referred by County who is the subject of a court proceeding. County shall issue subpoenas for the required witnesses upon request of Contractor.

35. PRIOR AGREEMENTS.

Upon the effective date, this Agreement supersedes all prior agreements between County and Contractor related to the scope of work contained in this Agreement.

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SIGNATURE PAGE FOLLOWS

SIGNATURE PAGE

Agreement for Services of Independent Contractor between the **County of Santa Barbara** and **California Psychiatric Transitions, Inc.**

IN WITNESS WHEREOF, the parties have executed this Agreement for Services of Independent Contractor to be effective on July 1, 2020.

COUNTY OF SANTA BARBARA:

By: _____
BOB NELSON, CHAIR
BOARD OF SUPERVISORS

Date: _____

ATTEST:

MONA MIYASATO
COUNTY EXECUTIVE OFFICER
CLERK OF THE BOARD

By: _____
Deputy Clerk

Date: _____

CONTRACTOR:

**CALIFORNIA PSYCHIATRIC
TRANSITIONS, INC.**

By: _____
Authorized Representative

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM:

MICHAEL C. GHIZZONI
COUNTY COUNSEL

By: _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

BETSY M. SCHAFFER, CPA
AUDITOR-CONTROLLER

By: _____
Deputy

RECOMMENDED FOR APPROVAL:

ALICE GLEGHORN, PH.D., DIRECTOR
DEPARTMENT OF BEHAVIORAL
WELLNESS

By: _____
Director

APPROVED AS TO INSURANCE FORM:

RAY AROMATORIO, RISK MANAGER
DEPARTMENT OF RISK MANAGEMENT

By: _____
Risk Manager

THIS AGREEMENT INCLUDES THE FOLLOWING EXHIBITS:

EXHIBIT A – MHS STATEMENT OF WORK

EXHIBIT A-1	General Provisions: MHS
EXHIBIT A-2	Institute for Mental Disease
ATTACHMENT 1	Admission Agreement Part I
ATTACHMENT 2	Admission Agreement Part II

EXHIBIT B – FINANCIAL PROVISIONS

EXHIBIT B	Financial Provisions: MHS
EXHIBIT B-1	Schedule of Rates and Contract Maximum: MHS

EXHIBIT C – STANDARD INDEMNIFICATION AND INSURANCE PROVISIONS

EXHIBIT E – PROGRAM GOALS, OUTCOMES, AND MEASURES

EXHIBIT A(s)
GENERAL PROVISIONS
MENTAL HEALTH SERVICES (MHS)
STATEMENT OF WORK

EXHIBIT A-1- MHS
GENERAL PROVISIONS
(Specific to Contract)

The following provisions shall apply to all programs operated under this Agreement, included as Exhibit A-2, as though separately set forth in the scope of work specific to each Program.

1. PERFORMANCE.

- A.** Contractor shall adhere to all applicable County, State, and Federal laws, including the applicable sections of the state Medicaid plan and waiver, in the performance of this Agreement, including but not limited to the statutes and regulations referenced therein and those set forth below. Contractor shall comply with any changes to these statutes and regulations that may occur during the Term of the Agreement and any new applicable statutes or regulations without the need for amendments to this Agreement. Contractor's performance shall be governed by and construed in accordance with, the following:
1. All laws and regulations, and all contractual obligations of the County under the County Mental Health Plan ("MHP") (Contract No. 17-94613) between the County Department of Behavioral Wellness and the State Department of Health Care Services (DHCS), available at www.countyofsb.org/behavioral-wellness, including but not limited to subparagraphs C and F of the MHP, Exhibit E, Paragraph 7, and the applicable provisions of Exhibit D(F) to the MHP referenced in Section 17.D. of this Exhibit, to the extent that Contractor provide Medi-Cal or Medi-Care services to County's clients;
 2. All laws and regulations, and all contractual obligations of the County under the County's Performance Contract (Contract No. 18-95274) between the County Department of Behavioral Wellness and DHCS, available at www.countyofsb.org/behavioral-wellness;
 3. The Behavioral Wellness Steering Committee Vision and Guiding Principles, available at www.countyofsb.org/behavioral-wellness;
 4. All applicable laws and regulations relating to patients' rights, including but not limited to Welfare and Institutions Code Section 5325, California Code of Regulations, Title 9, Sections 862 through 868, and 42 Code of Federal Regulations Section 438.100;
 5. All applicable Medicaid laws and regulations, including applicable sub-regulatory guidance and contract provisions;
 6. California's Mental Health Services Act;
 7. California Code of Regulations Title 9, Division 1, and
 8. 42 C.F.R. § 438.900 *et seq.* requiring provision of services to be delivered in compliance with federal regulatory requirements related to parity in mental health and substance use disorder benefits.
- B.** As applicable, Contractor shall be at all times currently enrolled with the California Department of Health Care Services as a Medicaid provider, consistent with the provider disclosure, screening, and enrollment requirements of 42 CFR part 455, subparts B and E.

- C. As applicable, Contractor shall ensure that any staff identified on the Centers for Medicare & Medicaid Services (“CMS”) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal or County. Contractor shall not employ or subcontract with providers excluded from participation in Federal health care programs under either sections 1128 or 1128A of the Social Security Act.
- D. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with *Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing*.

2. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATIONS.

- A. Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certifications (including, but not limited to, certification as a Short-Doyle/Medi-Cal provider if Title XIX Short-Doyle/Medi-Cal services are provided hereunder), as required by all Federal, State, and local laws, ordinances, rules, regulations, manuals, guidelines, and directives, which are applicable to Contractor’s facility(ies) and services under this Agreement. Contractor shall further ensure that all of its officers, employees, and agents, who perform services hereunder, shall obtain and maintain in effect during the term of this Agreement all licenses, permits, registrations, accreditations, and certificates which are applicable to their performance hereunder. A copy of such documentation shall be provided to Behavioral Wellness QCM Division, upon request.
- B. In the event the license/certification status of any Contractor staff member cannot be confirmed, the staff member shall be prohibited from providing services under this Agreement.
- C. If Contractor is a participant in the Short-Doyle/Medi-Cal program, Contractor shall keep fully informed of and in compliance with all current Short-Doyle/Medi-Cal Policy Letters, including, but not limited to, procedures for maintaining Medi-Cal certification of all its facilities, and the requirements of *Department of Behavioral Wellness’ Policy and Procedure #4.005 – Site Certification for Specialty Mental Health Services*.

3. REPORTS.

- A. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in the Section regarding Training Requirements on an annual basis to the County Systems Training Coordinator. Training materials, competency tests, and sign-in sheets shall be submitted for each training no later than June 15th of each year unless requested earlier by County.
- B. Additional Reports.**
 - 1. Contractor shall maintain records and make statistical reports as required by County and DHCS or other government agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County’s request, Contractor shall make additional reports as required by County concerning Contractor’s activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

2. If applicable, as a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall provide a monthly report to QCM consisting of documentation reviews performed, associated findings, and corrective action. The QA reports shall be received by County no later than 25 calendar days following the end of the month being reported.

4. BACKGROUND CHECKS.

A. Consent to Criminal Background Check, Fingerprinting (42 CFR 455.106, Welf. & Inst. Code § 14043.38). Contractor consents to criminal background checks, including fingerprinting when required to do so by state law. Within 30 days of a request from CMS or DHCS, Contractor, or any person with a 5% or more direct or indirect ownership interest in contractor, shall submit a set of fingerprints in a form and manner determined by DHCS.

B. Mandatory Termination. As determined by DHCS, Contractor may be subject to mandatory termination from the Medi-Cal program for any of the following reasons:

1. Failure to cooperate with and provide accurate, timely information in response to all required Medi-Cal screening methods, including failure to submit fingerprints as required (42 CFR 455.416); or
2. Conviction of a criminal offense related to a person's involvement with Medi-care, Medi-Cal, or any other Title XX or XXI program in the last 10 years (42 CFR 455.416, 42 CFR 455.106).

5. MEDI-CAL VERIFICATION. Contractor shall be responsible for verifying client's Medi-Cal eligibility status and will take steps to reactivate or establish eligibility where none exists.

6. SITE STANDARDS.

A. Contractor agrees to comply with all Medi-Cal requirements, including, but not limited to those specified in the *Department of Behavioral Wellness' Policies and Procedures*, and be approved to provide Medi-Cal services based on Medi-Cal site certification, per *Department of Behavioral Wellness' Policy and Procedure # 4.005 – Site Certification for Specialty Mental Health Services*.

B. For programs located at Contractor's sites, Contractor shall develop and maintain a written disaster plan for the Program site and shall provide annual disaster training to staff that addresses, at a minimum: emergency staffing levels for the continuation of services under the Program, patient safety, facility safety, safety of medication storage and dispensing medication, and protection of client records, as required by this Agreement.

7. CONFIDENTIALITY.

A. Contractor, its employees, agents, or subcontractors agree to maintain the confidentiality of patient records pursuant to: Title 42 United State Code (USC) Section 290 dd-2; Title 42 Code of Federal Regulations (CFR), Part 2; Title 42 CFR Section 438.224; 45 CFR Section 96.132(e), 45 CFR Parts 160, 162, and 164; Title 22 California Code of Regulations (CCR) Section 51009; Welfare & Institutions Code (W&IC) Section 14100.2; Health and Safety Code (HSC) Sections 11812 and 11845.5; Civil Code Sections 56 – 56.37, 1798.80 – 1798.82, and 1798.85; and the Compliance with HIPAA section of this Agreement, as applicable. Patient records must comply with all appropriate State and Federal requirements.

- B. Contractor shall ensure that no list of persons receiving services under this Agreement is published, disclosed, or used for any purpose except for the direct administration of this services under this Agreement or other uses authorized by law that are not in conflict with requirements for confidentiality contained in the preceding codes.
- C. Contractor shall comply with Exhibit F to the MHP to the extent Contractor is provided Personal Health Information (“PHI”), Personal Information (“PI”), or Personally Identifiable Information as defined in Exhibit F of the MHP from County to perform functions, services, or activities specified in this Agreement.
- D. Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under this Agreement, available to County or DHCS at no cost to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.
- E. Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all PHI, PI and PII accessed in a database maintained by County, received by Contractor from County, or acquired or created by Contractor in connection with performing functions, services, or activities specified in this Agreement on behalf of County that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify County of the conditions that make the return or destruction infeasible, and County and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of Exhibit F of the MHP to such PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This paragraph shall also apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

8. CLIENT AND FAMILY MEMBER EMPOWERMENT.

- A. Contractor agrees to support active involvement of clients and their families in treatment, recovery, and policy development.
- B. Contractor shall actively participate in the planning design, and execution of County’s Quality Improvement Program as described in Cal. Code. Regs., Title 9, §1810.440(a)(2)(A).
- C. Contractor shall adopt *Department of Behavioral Wellness’ Policy and Procedures # 4.020 Client Problem Resolution Process*, available at www.countyofsb.org/behavioral-wellness, to address client/family complaints in compliance with beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- D. Contractor shall take a beneficiary’s rights into account when providing services and comply with *Department of Behavioral Wellness’ Policy and Procedure #3.000 Beneficiary Rights*.
- E. Contractor shall obtain and retain a written medication consent form signed by the beneficiary in accordance with *Department of Behavioral Wellness’ Policy and Procedures # 8.009* to the extent Contractor is a “provider” as defined by the MHP.

9. CULTURAL COMPETENCE.

- A.** Contractor shall report on its capacity to provide culturally competent services to culturally diverse clients and their families upon request from County, including:
 - 1. The number of bilingual and bicultural staff (as part of the quarterly staffing report), and the number of culturally diverse clients receiving Program services; and
 - 2. Efforts aimed at providing culturally competent services such as trainings provided to staff, changes or adaptations to service protocol, community education/outreach, etc.
- B.** At all times, the Contractor's Program(s) shall be staffed with personnel who can communicate in the client preferred language, or Contractor shall provide interpretation services, including American Sign Language (ASL).
- C.** Contractor will strive to fill direct service positions with bilingual staff in County's threshold language (Spanish) that is reflective of the specific needs of each region. Contractor percentage goals are calculated based on U.S. Census language data by region: Santa Barbara service area (including Goleta and Carpinteria) – 30%; Santa Maria service area (including Orcutt and Guadalupe) – 48%; and Lompoc service area (including Buellton and Solvang) – 33%.
- D.** Contractor shall provide services that consider the culture of mental illness, as well as the ethnic and cultural diversity of clients and families served; materials provided to the public must also be printed in Spanish (threshold language).
- E.** Services and programs offered in English must also be made available in Spanish, if clients identify Spanish as their preferred language, as specified in subsection B above.
- F.** As applicable, a measurable and documented effort must be made to conduct outreach to and to serve the underserved and the non-served communities of Santa Barbara County.
- G.** Contractor shall establish a process by which Spanish-speaking staff who provide direct services in Spanish or interpretive services are tested for proficiency in speaking, reading, and writing Spanish language.

10. COMPLIANCE PROGRAM

- A.** If Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying County, Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.
- B.** County shall suspend payments to Contractor when it or the State determines there is a credible allegation of fraud. Contractor shall implement and maintain arrangements or procedures that include provision for the suspension of payments to independent contractors for which the State, or County, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a), (a)(8) and 455.23.)
- C.** Contractor shall notify County within 30 calendar days when it has identified payments in excess of amounts specified for reimbursements of Medi-Cal services or when it has identified or recovered over payments due to potential fraud, (42 C.F.R. §§ 438.608(a), (a)(2).) Contractor shall return any overpayments pursuant to Exhibit B, Section V.F (Overpayments) of this Agreement.

11. NOTIFICATION REQUIREMENTS.

- A. Contractor shall maintain and share, as appropriate, a beneficiary health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).) Contractor shall ensure that, in the course of coordinating care, each beneficiary's privacy is protected in accordance with this Agreement all federal and state privacy laws, including but not limited to 45 C.F.R. § 160 and § 164, subparts A and E, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)
- B. Contractor shall immediately notify Behavioral Wellness Quality Care Management (“QCM”) Division at 805-681-5113 in the event of:
1. Known serious complaints against licensed/certified staff;
 2. Restrictions in practice or license/certification as stipulated by a State agency;
 3. Staff privileges restricted at a hospital;
 4. Other action instituted which affects staff license/certification or practice (for example, sexual harassment accusations); or
 5. Any event triggering Incident Reporting, as defined in *Behavioral Wellness Policy and Procedure #28 – Unusual Occurrence Incident Report*.
- C. Contractor shall immediately contact the Behavioral Wellness Compliance Hotline (805-884-6855) should any of the following occur:
1. Suspected or actual misappropriation of funds under Contractor’s control;
 2. Legal suits initiated specific to the Contractor’s practice;
 3. Initiation of criminal investigation of the Contractor; or
 4. HIPAA breach.
- D. For clients receiving direct services from both Behavioral Wellness and Contractor staff, Contractor shall immediately notify the client’s Behavioral Wellness Case Manager or other Behavioral Wellness staff involved in the client’s care, or the applicable Regional Manager should any of the following occur:
1. Side effects requiring medical attention or observation;
 2. Behavioral symptoms presenting possible health problems; or
 3. Any behavioral symptom that may compromise the appropriateness of the placement.
- E. Contractor may contact Behavioral Wellness Contracts Division at bwelcontractsstaff@co.santa-barbara.ca.us for any contractual concerns or issues.
- F. "Immediately" means as soon as possible but in no event more than twenty-four (24) hours after the triggering event. Contractor shall train all personnel in the use of the Behavioral Wellness Compliance Hotline (805-884-6855).

12. MONITORING

- A. Contractor agrees to abide by the *Department of Behavioral Wellness’ Policies and Procedures* referenced in Section 17 (Additional Program Requirements) and to cooperate with the County’s utilization review process which ensures medical necessity, appropriateness, and quality of care. This review may include clinical record review, client survey, and other utilization review

program monitoring practices. Contractor shall cooperate with these programs, and will furnish necessary assessment and Client Service Plan information, subject to Federal or State confidentiality laws and provisions of this Agreement.

- B.** Contractor shall identify a senior staff member who will be the designated Behavioral Wellness QCM Division contact and will participate in any provider QCM meetings to review current and coming quality of care issues.

1. Quality Assurance Requirements.

If applicable, Contractor is permitted up to 2% of Medi-Cal program costs for quality assurance (QA) type activities. Quality assurance type activities include reviewing for compliance with:

- i. Medi-Cal documentation standards as identified in California Code of Regulations Title 9, Chapter 11 and DHCS Mental Health and Substance Abuse Disorder Information Notices;
- ii. Assessment guidelines as identified in the *Department of Behavioral Wellness Policy and Procedure #8.100 Mental Health Client Assessment*.
- iii. Client treatment plan requirements as identified in the *Department of Behavioral Wellness Policy and Procedure #8.101 Client Treatment Plans*.
- iv. Progress note requirements in the *Department of Behavioral Wellness Policy and Procedure #8.102 Mental Health Progress Notes*.

- C.** Contractor shall provide a corrective action plan if deficiencies in Contractor's compliance with the provisions of the MHP or this Agreement are identified by County.

- D.** County shall monitor the performance of Contractor on an ongoing basis for compliance with the terms of this Agreement. County shall assign senior management staff as contract monitors to coordinate periodic review meetings with Contractor's staff regarding quality of clinical services, fiscal and overall performance activity, and provider recertification requirements. County's Care Coordinators, Quality Improvement staff, and the Program Managers or their designees shall conduct periodic on-site and/or electronic reviews of Contractor's clinical documentation.

- E.** Contractor shall allow DHCS, CMS, the Office of the Inspector General, the Comptroller General of the United States, and other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's, and its subcontractors', performance under this Agreement, including the quality, appropriateness, and timeliness of services provided. This right shall exist for 10 years from the term end date of this Agreement or in the event the Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h).) If monitoring activities identify areas of non-compliance, Contractor will be provided with recommendations and a corrective action plan. Contractor shall be liable to County for any penalties assessed against County for Contractor's failure to comply with the required corrective action.

13. NONDISCRIMINATION.

A. State Nondiscrimination Provisions

1. **No Denial of Benefits on the Basis of Protected Classification.** During the performance of this Agreement, Contractor and its subcontractors shall not deny this Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or other protected category and will not use any policy or practice that has the effect of discriminating on such basis.
2. **No Discrimination on the Basis of Health or Protected Classification.** Consistent with the requirements of applicable federal law, such as 42 Code of Federal Regulations, part 438.3(d)(3) and (4), and state law, the Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in Santa Barbara County who require an assessment or meet medical necessity criteria for specialty mental health services. Nor shall Contractor engage in any unlawful discriminatory practices in the admission of beneficiaries, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, gender identity, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap or disability.
3. **No Discrimination against Handicapped Persons.** The Contractor shall comply with the provisions of Section 504 of the Rehabilitation Act of 1973, as amended, pertaining to the prohibition of discrimination against qualified handicapped persons in all federally assisted programs or activities, as detailed in regulations signed by the Secretary of Health and Human Services, effective June 2, 1977, and found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.
4. **Determination of Medical Necessity.** Notwithstanding other provisions of this section, the Contractor may require a determination of medical necessity pursuant to California Code of Regulations, Title 9, Sections 1820.205, 1830.205 and/or 1830.210, prior to providing covered services to a beneficiary.
5. **No Discrimination under State Law.** Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

B. Federal Nondiscrimination Provisions

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
2. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
3. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives

and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. The Contractor shall include the provisions of Paragraphs 13(B)(1) through 13(B)(7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

C. Subcontracts. The Contractor shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

14. COLLABORATIVE MEETINGS.

- A. Behavioral Wellness shall conduct a Collaborative Meeting at least annually, and more frequently, if needed, with Contractor to collaboratively discuss programmatic, fiscal, and contract matters.
- B. As a condition of funding for Quality Assurance (QA) activities, Contractor QA staff shall attend monthly County Quality Improvement Committee (QIC) meetings.

15. TRAINING REQUIREMENTS.

- A. Contractor shall ensure that all staff providing services under this Agreement complete mandatory trainings, including through attendance at County-sponsored training sessions as available. The following trainings must be completed at hire and annually thereafter:
 1. HIPAA Privacy and Security;
 2. Consumer and Family Culture;

3. Behavioral Wellness Code of Conduct;
4. Cultural Competency; and
5. Applicable evidence-based treatment models and programs as agreed between Contractor and County in writing.

16. ADDITIONAL PROGRAM REQUIREMENTS.

- A. **Beneficiary Handbook.** Contractor shall provide the County of Santa Barbara Beneficiary Handbook to each potential beneficiary and beneficiary in an approved method listed in the *Department of Behavioral Wellness' Policy and Procedures # 2.002 Beneficiary Informing Materials* when first receiving Specialty Mental Health Services and upon request. Contractor shall document the date and method of delivery to the beneficiary in the beneficiary's file. Contractor shall inform beneficiaries that information is available in alternate formats and how to access those formats. (1915(b) Medi-Cal Specialty Mental Health Services Waiver, § (2), subd. (d), at p. 26, attachments 3, 4; Cal. Code Regs., tit. 9, § 1810.360(e); 42 C.F.R. § 438.10.)
- B. **Written Materials in English and Spanish.** Contractor shall provide all written materials for beneficiaries and potential beneficiaries, including provider directories, County of Santa Barbara Beneficiary Handbook, appeal and grievance notices, denial and termination notices, and Santa Barbara County's mental health education materials, in English and Spanish as applicable. (42 C.F.R. § 438.10(D)(3).) Contractor shall maintain adequate supply of County-provided written materials and shall request additional written materials from County as needed.
- C. **Policy and Procedure #2.001.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.001 Network Adequacy Standards and Monitoring.*
- D. **Policy and Procedure #2.002.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #2.002 Beneficiary Informing Materials.*
- E. **Policy and Procedure #3.000.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #3.000 Beneficiary Rights.*
- F. **Policy and Procedure #3.004.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 3.004* on advance directives and the County's obligations for Physician Incentive Plans, as applicable.
- G. **Policy and Procedure #4.012.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures # 4.012 Contracted Provider Relations.*
- H. **Policy and Procedure #5.008. Mandatory Trainings.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #5.008 Mandatory Training.*
- I. **Policy and Procedure #8.100.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.100 Mental Health Client Assessment.*
- J. **Policy and Procedure #8.101.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.101 Client Treatment Plans.*
- K. **Policy and Procedure #8.102.** As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #8.102 Mental Health Progress Notes.*

- L. Policy and Procedure #9. As applicable, Contractor shall comply with *Department of Behavioral Wellness' Policy and Procedures #9 Service Triage for Urgent and Emergency Conditions*.
- M. Accessibility. Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for patients with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)
- N. Access to Routine Appointments. Contractor shall provide access to routine appointments (1st appointment within 10 business days). When not feasible, Contractor shall give the client the option to re-contact the County's Access team toll free at (888) 868-1649 and request another provider who may be able to serve the client within the 10 business day standard.
- O. Hold Harmless. Contractor agrees to hold harmless the State and beneficiaries in the event the County cannot or does not pay for services performed by the Contractor.

17. STATE CONTRACT COMPLIANCE.

- A. This Agreement is subject to any additional statutes, restrictions, limitations, or conditions enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner. Either the County or Contractor may request consultation and discussion of new or changed statutes or regulations, including whether contract amendments may be necessary.
- B. To the extent there is a conflict between federal or state law or regulation and a provision in the MHP or this Agreement, County and Contractor shall comply with the federal or state law or regulation and the conflicting Agreement provision shall no longer be in effect pursuant to the MHP, #17-94613 Exhibit E, Paragraph 7(A).
- C. Contractor agrees that DHCS, through County, has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in this Agreement and in accordance with Welf. Inst. Code § 14712(e) or other applicable statute.
- D. The following provisions of the MHP, Exhibit D(F) are hereby incorporated by reference into this Agreement: Paragraphs 5 Subcontract Requirements, 7 Audit and Record Retention, 10 Intellectual Property Rights, 11 Air and Water Pollution, 13 Confidentiality of Information, 17 Human Subjects Use, 19 Debarment and Suspension Certification, 20 Smoke-Free Workplace Certification, 24 Officials Not to Benefit, and 32 Lobbying Restrictions and Disclosure Certification.
- E. The DHCS may revoke this Agreement, in whole or in part, or may revoke the activities or obligations delegated to Contractor by the County, or pursue other remedies permitted by State or Federal law, if DHCS determines that Contractor has not performed satisfactorily. In such event, this Agreement shall be terminated in accordance with the Standard Terms and Conditions paragraph regarding Termination.

EXHIBIT A-2

STATEMENT OF WORK: MHS

Institute for Mental Disease

1. PROGRAM SUMMARY. Contractor provides physician services, nursing, pharmaceutical services, dietary services, and an activity program in an inpatient setting, hereafter, “the Program” to Santa Barbara County residents with serious mental illness (SMI), and serious emotional disturbances (SED). The Program shall be licensed as a Mental Health Rehabilitation Center (MHRC) or a Skilled Nursing Facility (SNF) with a Special Treatment Program (STP) certification. The Program shall be classified as an Institution for Mental Disease (IMD), defined in Title 42, Code of Federal Regulations (CFR) 435.1010, as a hospital, nursing facility, or other institution of more than 16 beds, that is primarily engaged in providing diagnosis, treatment, or care of persons with mental diseases, including medical attention, nursing care, and related services. The Program is headquartered at:

A. 9234 Hinton Ave., Delhi, California.

2. PROGRAM GOALS.

A. Maintain the client’s residential placement at the lowest appropriate level, and/or enable client to successfully move to a lower level of care;

B. Connect clients to social services and community resources;

C. Assist clients to develop independent living skills and psychological and social skills necessary for recovery;

D. Assist clients to manage symptoms;

E. Successfully engage and stabilize clients transitioning from other IMDs, Acute Care Facilities, or other residential settings; and

F. Provide clients with 24/7 in-person supports to manage crisis.

3. SERVICES.

A. Contractor shall provide diagnosis, treatment, or care of clients with mental diseases, including medical attention, nursing care, and related services, in one of the following program types:

1. MHRC means a 24-hour program, licensed by the California Department of Mental Health, which provides intensive support and rehabilitation services designed to assist persons 18 years or older with mental disorders who would have been placed in a state hospital or another mental health facility, develop the skills to become self-sufficient and capable of increasing levels of independent functioning, as defined in Title 9 California Code of Regulations (CCR) §782.34. Services shall include physician, nursing, dietary, pharmaceutical services, a rehabilitation program, and an activity program and shall adhere to the requirements specified in Title 9 CCR, Division 1, Chapter 3.5.

i. 1:1 monitoring is a higher level of client supervision due to danger to self or others, but not meeting the level necessary for hospitalization. An agreement for reimbursement for one-on-one services must be established prior to CPT providing this service. Contractor

shall inform Behavioral Wellness Quality Care Management (QCM) no later than 24 hours by phone (805-681-5113) and in writing (bwellqcm@sbcwell.org) of:

- a. A client's need for initiation of 1:1;
 - b. Any changes in 1:1 status (increase, decrease, or discontinuation); and
 - c. Throughout the duration of the 1:1 monitoring, notes shall be emailed to QCM daily.
2. Skilled Nursing Facility (SNF) means a health facility or a distinct part of a hospital which provides continuous skilled nursing care and supportive care to patients whose primary need is for availability of skilled nursing care on an extended basis. It provides 24-hour inpatient care and, as a minimum, includes physician, skilled nursing, dietary, pharmaceutical services and an activity program, as defined in Title 22 CCR §72103. Services shall adhere to the requirements specified in Title 22 CCR Division 5, Chapter 3.

SNFs provide a Special Treatment Program (STP) serving clients who have a chronic psychiatric impairment and whose adaptive functioning is moderately impaired. STP services are those therapeutic services, including prevocational preparation and prerelease planning, provided to mentally disordered persons having special needs in one or more of the following general areas: self-help skills, behavioral intervention training, interpersonal relationships, as defined in Title 22 CCR, §§72443, 72445. Services shall adhere to the requirements specified in Title 22 CCR, Division 5, Chapter 3, §§72443-72475.

- B.** Transportation of clients to and from Contractor's facility will be provided or arranged by County.
- C.** Diversion Program. In addition to the services specified in section 3.A above, Contractor shall provide the following services to clients in its Diversion Program:
1. Contractor will provide a daily program structured with the goal of competency restoration. The program will assist clients with rudimentary skills, including Activities of Daily Living and interactive/cognitive groups.
 2. The program will include specific training sessions addressing competency restoration, such as Courtroom Procedures, Penalties and Defenses, Legal Terminology, and various tests that determine competency.
 3. Individual sessions with staff will address the specific needs of clients and regularly assess client's progress toward competency restoration.
 4. Contractor shall comply with mandatory notifications and reports required by Penal Code Part 2, Title 10, Chapter 6, including, as applicable, sections 1370.01(b), 1370.5, and/or 1372.
 5. Once a client's competency is determined by Contractor, the client may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered. Contractor shall cooperate with County to comply with all Court orders and instructions, including court appearances by Contractor staff, at no additional cost to County.
- 4. CLIENTS.** The services described in Section 3 shall be provided to individuals with SMI or SED (hereafter "clients"), as follows:

- A. To be eligible for MHRC services, the client must be considered seriously and persistently mentally disabled, who otherwise would be placed in a state hospital or other mental health facility, and for whom such a setting is the least restrictive alternative available to meet their needs, as specified in Title 9 CCR §784.26.
- B. To be eligible for SNF-STP Program services, the client's condition should be responsive to Program services and prohibitive to placement in a SNF, as specified in Title 22 CCR §72443.
- C. In addition to the criteria specified in section 4. A-D above, clients in the Diversion Program should be declared incompetent to stand trial in accordance with California Penal Code Sections 1367 et seq. and court-ordered to the program with all documentation required by Penal Code Section 1370.01(a)(3).

5. REFERRAL AND ADMISSION PROCESS.

A. Point of Authorization. The designated Point of Authorization (POA) for County is:

IMD Liaison
 Santa Barbara County
 Department of Behavioral Wellness
 300 N. San Antonio Rd, Bldg. 3
 Santa Barbara, CA 93110
 Telephone: 805-681-5372
 Facsimile: 805-681-5224

- B. County POA shall submit a referral packet, described herein, to Contractor, requesting admission for each prospective client.
- C. Contractor shall respond to referrals within five days from the date of receipt of the referral.
- D. Contractor may interview any client referred by County and shall admit clients to Contractor's program unless compelling clinical circumstances exist that contraindicate admission, subject to the admission and authorization criteria described in Section 4-Clients, or if space is not available in the Program.
- E. **REFERRAL PACKET.** Prior to admission, County shall provide, and after admission, Contractor shall maintain within its files (hard copy or electronic), the following documentation for each client:
 1. A client face sheet listing all of the programs that the client has been admitted to over time, and is currently admitted to, including hospitalizations;
 2. A copy of the most recent comprehensive assessment or assessment update;
 3. A copy of the most recent medication record and health questionnaire; and
 4. A copy of the currently valid Client Service Plan (CSP) indicating the goals for client enrollment in the Program and which names Contractor as service provider.
- F. Prior to clients' admissions, county staff shall complete a copy of the contractor's residential admission packet attached hereto as Attachments 1 - Admissions Agreement Part 1 and Attachment 2 – Admissions Agreement Part 2, to be honored by the admitting county, as applicable for each client. The parties agree if any terms contained in the residential admissions packet conflicts with the terms set forth in this Agreement, the terms of this Agreement shall prevail even if an Admissions Agreement provided to the County for a client contains different terms than those

contained in Attachments 1 or 2. In the event and to the extent any provisions contained in Attachments 1 and 2 address the same or substantially the same subject matter or conflict with the terms set forth in this Agreement or its Exhibits A(s), B, B-1, C or E, the order of precedence shall be first, the provisions of the Agreement; second, the provisions of the Exhibits; and third, the provisions in the Attachments.

6. DOCUMENTATION REQUIREMENTS. Contractor shall complete the following documentation and provide to County Point of Authorization within 48 hours of completion:

A. ADMISSION REPORT

1. For MHRCs, Contractor shall complete the following documents upon admission, pursuant to Title 9 CCR § 786.11:
 - i. Contractor shall complete an admission agreement, signed by the client or authorized representative, describing the services to be provided and the expectations and rights of the client regarding program rules, client empowerment, and involvement in the program, and fees. The client shall receive a copy of the signed admission agreement.
 - ii. Contractor shall prepare an initial written assessment of each client within 15 days of admission, unless a similar assessment has been done by the referring agency within thirty days prior to admission.
 - iii. Contractor shall complete a comprehensive individual mental health evaluation, signed by a licensed mental health professional, within 30 days of admission.
2. For SNF-STP programs, Contractor shall complete the following:
 - i. Contractor's physician shall complete a client evaluation including a written report of a physical examination within 5 days prior to admission or within 72 hours following admission, as described in Title 22 CCR § 72303.
 - ii. Contractor's nursing staff shall complete an initial assessment commencing at the time of admission of the client and completed within 7 days after admission, as described in Title 22 CCR § 72311 and § 72471.
 - iii. Contractor's facility staff shall complete an initial evaluation and assessment of client's medical, nursing, dietetic, social, and physical needs within 15 days of admission unless an evaluation has been done by the referring agency within 30 days prior to admission to the facility, as described in Title 22 CCR § 72451(b).
 - iv. Within 45 days of admission, each client admitted shall have a psychological evaluation and assessment by the appropriate discipline, as described in Title 22 CCR § 72451(c).

B. TREATMENT PLAN. Contractor shall complete a treatment plan, signed by a physician, for each client receiving Program services. The treatment plan shall include:

1. Client's strengths and personal recovery goals or recovery vision, which guides the service delivery process;
2. Goals and Objectives which clearly address the mental health condition for which the client is being treated;
3. Goals and Objectives which are observable, measurable, or both and which are designed to increase specific skills, behaviors, or ameliorate the impairments caused by the condition; and

4. Interventions planned to help the client reach their goals.

7. DISCHARGE PLANNING.

A. DOCUMENTATION. Contractor shall coordinate discharge planning with County's designated staff. Prior to discharge, Contractor shall prepare a written discharge summary which shall include an outline of services provided, goals accomplished, reason and plan for discharge, and referral follow-up plans, as specified in Title 9 CCR § 786.15 (f) (MHRC) and Title 22 CCR 72451(d) (SNF/STP). Discharge from the Diversion Program shall be in accordance with Court orders.

B. MEDICATION. Upon discharge, Contractor agrees to provide all County clients with 1) a seven (7) day supply and a prescription for a thirty (30) day supply of all medications prescribed to client at time of discharge; 2) information on the process of obtaining future medications from the appropriate health care facility or provider; and 3) instruction on medication management.

8. STAFF.

A. Contractor shall abide by CCLD staffing requirements for 24/7 coverage with on-call staff as necessary for emergency situations.

1. Contractor shall receive a risk assessment within 24 hours of admission and will administer the risk assessment to client.

B. Program Staff providing direct services to clients shall be trained and skilled at working with persons with serious mental illness (SMI), and shall adhere to professionally recognized evidenced-based best practices for rehabilitation assessment, service planning, and service delivery, and shall become proficient in the principles and practices of Integrated Dual Disorders Treatment. In addition, these staff shall receive Documentation Training in accordance with Behavioral Wellness Mandatory Trainings Policy and Procedure #5.008, as may be amended, available at www.countyofsb.org/behavioral-wellness.

1. Within 30 days of the date of hire, Contractor shall provide, to each Program staff, training relevant to working with high risk mental health clients.

C. Contractor shall ensure that staff providing Medi-Cal Services fall into the following categories:

1. Licensed mental health professional under 9 CCR 1810.223 to include:

- i. Licensed physicians;
- ii. Licensed psychologists;
- iii. Licensed clinical social workers;
- iv. Licensed marriage and family therapists;
- v. Licensed psychiatric technicians;
- vi. Registered Nurse;
- vii. Licensed Vocational Nurse;

2. Waivered/Registered Professional under 9 CCR 1810.254 includes:

- i. An individual who has a waiver of psychologist licensure issued by the Department or has registered with the corresponding state licensing authority for psychologists; and

- ii. Marriage and family therapists or clinical social workers to obtain supervised clinical hours for psychologist, marriage and family therapist or clinical social worker licensure.
- D. Contractor shall ensure that staff identified on the Centers for Medicare & Medicaid Services (CMS) Exclusions List or other applicable list shall not provide services under this Agreement nor shall the cost of such staff be claimed to Medi-Cal.
- E. All staff performing services under this Agreement with access to the Behavioral Wellness electronic medical record shall be reviewed and approved by Behavioral Wellness Quality Care Management (QCM) Division, in accordance with Behavioral Wellness Policy and Procedure #4.015, Staff Credentialing and Licensing.
- F. Contractor shall notify County of any staffing changes as part of the quarterly Staffing Report, in accordance with Section 10.A. Reports Staffing herein. Contractor shall notify bwellcontractsstaff@co.santa-barbara.ca.us within one business day for unexpected termination when staff separates from employment or is terminated from working under this Agreement, or within one week of the expected last day of employment or for staff planning a formal leave of absence.
- G. At any time prior to or during the term of this Agreement, the County may require that Contractor staff performing work under this Agreement undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Agreement. County shall use its discretion in determining the method of background clearance to be used. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless of whether the Contractor's staff passes or fails the background clearance investigation.
- H. County may request that Contractor's staff be immediately removed from performing work under this Agreement for good cause during the term of the Agreement. Upon such request, Contractor shall remove such staff immediately from providing services to the client.
- I. County may immediately deny or terminate County facility access, including all rights to County property, computer access, and access to County software, to Contractor's staff that does not pass such investigation(s) to the satisfaction of the County, or whose conduct is incompatible with County facility access.
- J. Disqualification, if any, of Contractor staff, pursuant to this Section, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Agreement.

10. REPORTS.

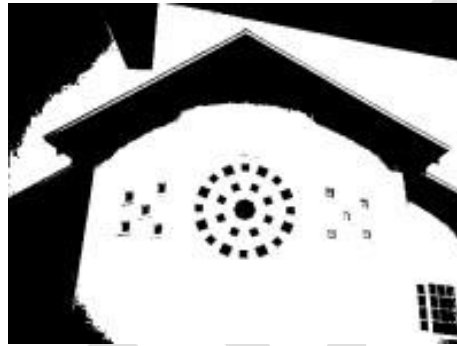
- A. **Programmatic.** Contractor shall submit quarterly programmatic reports to County, which shall be received by County no later than 25 calendar days following the end of the quarter being reported. Programmatic reports shall include:
 - 1. Contractor shall state whether it is or is not progressing satisfactorily in achieving all the terms of this Agreement and if not, shall specify what steps will be taken to achieve satisfactory progress;
 - 2. Contractor shall include a narrative description of Contractor's progress in implementing the provisions of this Agreement, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of Licenses and Certifications, changes in population served and reasons for any such changes;

3. The number of active cases and number of clients admitted/discharged; and
 4. The Measures described in Exhibit E, Program Goals, Outcomes and Measures, as applicable, or as otherwise agreed by Contractor and Behavioral Wellness. Amendments to Exhibit E do not require a formal amendment to this Agreement, but shall be agreed to in writing by the Designated Representatives or Designees. In addition, Contractor may include any other data that demonstrates the effectiveness of Contractor's programs.
- B. Annual Mandatory Training Report.** Contractor shall submit evidence of completion of the Mandatory Trainings identified in Section 23 on an annual basis to the County Systems Training Coordinator. Training materials, competency tests and sign-in sheets shall be submitted for each training no later than June 15th of each year.
- C. Additional Reports.** Contractor shall maintain records and make statistical reports as required by County and the State Department of Health Care Services or other applicable agency, on forms provided by or acceptable to the requesting agency. In addition to reports required under this Agreement, upon County's request, Contractor shall make additional reports as required by County concerning Contractor's activities as they affect the services hereunder. County will be specific as to the nature of information requested and allow thirty (30) days for Contractor to respond.

ATTACHMENT 1

CPT MENTAL HEALTH REHABILITATION CENTER

P.O. BOX 339, DELHI, CA 95315 PH
(209) 667-9304 FAX (209) 669-3978



ADMISSION AGREEMENT

Part I

County Mental Health

Date: 00/00/0000

If any term herein conflicts with the terms set forth in the Agreement between the County and CPT, the terms of the Agreement shall prevail.

RESIDENT NAME-----SOCIAL SECURITY NUMBER DATE OF BIRTH

Last, First----000-00-0000 ----MM-DD-YYYY

CPT FY 20-21 BC

CPT
#

PENDING

PAYMENT AGREEMENT DAILY RATE

- With respect to payment

responsibilities, Placement cost of;

Last, First----000-00-0000---- MM-DD-YYYY shall be reimbursed as follows.

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate set forth in Exhibit B-1 of the Agreement between County and CPT.

At no time will a rate be decreased according to an automatic schedule. Requests for a rate decrease must be submitted in writing to the CPT Director. The Treatment Team will then review the request and must support the rate decrease based on but not limited to: the current level status of the resident, medication/treatment compliance, behavior and program progress. The Medical Director and Facility Director must approve the rate decrease. The Facility Director will then contact your agency with a decision. No rate change will be final until the Facility Director authorizes this change in writing. Effective date of reduction will be the 1st of the next month following request approval. If a Resident leaves temporarily, the holding rate for his/her room is the same as the agreed daily rate.

The signature below is of a person(s) who is authorized to enter into for this Payment Agreement.

√	√	√
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	SIGNATURE	DATE

√	√	√
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) <small>If applicable</small>	SIGNATURE	DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

PAYMENT AGREEMENT

ONE ON ONE

- In order to maintain some residents at this level of care one-on-one supervision is occasionally indicated. The purpose of this service is to maintain placement and reduce the probability of injury to self or others. In this facility, one-on-one supervision has to be medically indicated and approved by the staff psychiatrist. Unfortunately, such supervision cannot be provided at the basic admission rate for services. An agreement for reimbursement for one-on-one services must be established in order for this facility to be able to provide this service. CPT would explain the resident's current behavior and why one-on-one services would be indicated. One-on-one services will be provided until the need no longer exists.

With respect to payment responsibilities, One on

One supervision cost of;

Last, First----000-00-0000---- MM-DD-YYYY shall be reimbursed as follows.
RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$40.00 (FORTY DOLLARS) per HOUR, for 1:1 (one on one) supervision services on an "as needed" basis as determined by medical order of the CPT staff psychiatrist. The signature below is of a person(s) who is authorized to enter into for this Payment Agreement.

PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)

SIGNATURE

DATE

SECONDARY AUTHORIZED PERSON, TITLE (PRINTED)
if applicable

SIGNATURE

DATE

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

Last, First----000-00-0000 ----MM-DD-YYYY

CPT #

PENDING

PAYMENT AGREEMENT

PHARMACY & LABORATORY SERVICES

**THIS PAGE MUST BE COMPLETED AND SIGNED BY AUTHORIZED PERSON(S) PRIOR TO ADMISSION.
A copy of this page will be sent to the vendors to establish services.**

COUNTY MENTAL HEALTH ensures that all medical insurance information (i.e., Medi-Cal or Medicare) for Last, First--000-00-0000-----MM-DD-YYYY is current /active and will be provided to California Psychiatric Transitions prior to admission. **IT IS THE RESPONSIBILITY OF THE PLACING AGENCY TO PROVIDE UP TO DATE INSURANCE INFORMATION AS IT MAY CHANGE.** If the information for Last, First---000-00-0000---MM-DD-YYYY, is not active or not available prior to admission,

COUNTY MENTAL HEALTH

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Will guarantee reimbursement of expenses incurred by:

- **MID-VALLEY PHARMACY #PV0912**
602 SCENIC DRIVE, MODESTO, CA 95350 PH (209) 552-7600 FAX (209) 552-7638
- **CENTRAL VALLEY DIAGNOSTIC LAB #HC0163**
31 ALEXANDER AVE. MERCED, CA 95348 PH (209)726-3846
- **BIO-REFERENCE LABORATORIES #HS0709**
487 EDWARD H. ROSS DR. ELMWOOD PARK, NJ 07407 PH (800)229-5227
- **DIAGNOSTIC LABORATORIES ATTN CASH APPLICATIONS**
6400 PINECREST DR. STE. 100 PLANO, TX 75024-2961 PH (877)235-0377

BILLING INFORMATION (Please Print)		
PLACEMENT AGENCY (Responsible Funding Source)		
MAILING ADDRESS (#/Street/Ste. City, State, Zip)		
BILLING CONTACT NAME	PHONE (EXT)	FAX
ADDITIONAL CONTACT INFORMATION		
CASE MANAGER NAME	PHONE (EXT)	FAX
CONSERVATOR NAME	PHONE (EXT)	FAX
The signature below is of a person(s) who is authorized to enter into this Payment Agreement.		
✓ PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	✓ SIGNATURE	✓ DATE
✓ SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable	✓ SIGNATURE	✓ DATE

RESIDENT NAME----SOCIAL SECURITY NUMBER---- DATE OF BIRTH

Last, First----000-00-0000 ----MM-DD-YYYY

CPT #

PENDING

PAYMENT AGREEMENT
RESPONSIBILITY FOR DAMAGES

This page MUST be completed and signed by authorized person(s) prior to admission.

The resident will be billed for any damages to the facility and/or property, caused by the resident, which are not due to normal "wear and tear". Nonpayment of billed damages will be reason for discharge from this facility.

With respect to payment responsibilities regarding any damages to the facility and/or property caused by:

Last, First----000-00-0000-----MM-DD-YYYY

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

COUNTY

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Will reimburse California Psychiatric Transitions for any damages to the facility and/or property caused by Last, First----000-00-0000 MM-DD-YYYY

The placement agency will be provided with receipts and/or itemized list of damages, labor and cost of repairs. Supportive documentation may be provided upon request.

The signature below is of a person(s) who is authorized to enter into this Payment Agreement.

√ _____ √ _____ √ _____
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

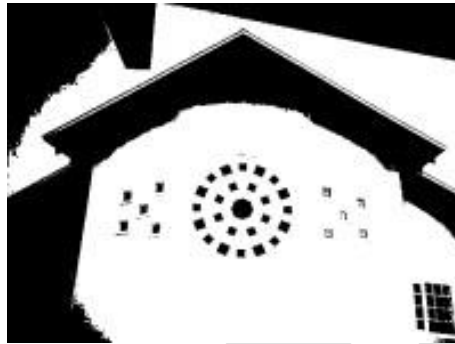
√ _____ √ _____ √ _____
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable SIGNATURE DATE

<small>RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH</small>	<small>CPT #</small>
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

ATTACHMENT 2

CPT MENTAL HEALTH REHABILITATION CENTER

P.O. BOX 339, DELHI, CA 95315
PH (209) 667-9304 FAX (209) 669-3978



ADMISSION AGREEMENT

□ Part II

Regional Center / County Mental Health Agency

Date: MM/DD/YYYY

If any term herein conflicts with the terms set forth in the Agreement between the County and CPT, the terms of the Agreement shall prevail.

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First---000-00-0000 ----MM-DD-YYYY	PENDING

ADMISSION AGREEMENT

PLEASE NOTE: PLACEMENT IN THIS FACILITY DOES NOT CONSTITUTE A CHANGE OF RESIDENCE FOR THE CONSUMER. THE PLACING COUNTY RETAINS RESIDENCY INCLUDING PSYCHIATRIC MEDICAL RESPONSIBILITIES.

Last, First----000-00-0000 ---- MM-DD-YYYY	√	√
<small>RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH</small>	<small>SIGNATURE</small>	<small>DATE</small>
Aaron Stocking Director, CPT	√	√
<small>CALIFORNIA PSYCHIATRIC TRANSITIONS</small>	<small>SIGNATURE</small>	<small>DATE</small>
√	√	√
<small>CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE</small>	<small>SIGNATURE</small>	<small>DATE</small>
√	√	√
<small>PLACEMENT AGENCY(S), TITLE</small>	<small>SIGNATURE</small>	<small>DATE</small>

Basic Services—General

- (a) CPT shall provide, at a minimum, the following basic services; physician, nursing, pharmaceutical, and dietary services. (In accordance to Title 9, chapter 3.5 and submitted Plan of Operations for the Forensic Diversion Program).
 - (b) If a service cannot be brought into CPT with regard to the health and welfare of the resident, CPT shall make necessary arrangements for transportation to and from a service location. (Examples; Non-emergency Medical Appointment, Labs or similar services with direct benefit to the resident).
 - (c) CPT shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.
 - (d) Each resident shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep residents active, and out of bed for reasonable periods of time, except when contraindicated by physician’s orders.
 - (e) Each resident shall be provided with good nutrition and with necessary fluids for hydration.
 - (f) The weight and height of each resident shall be taken and recorded in the resident record upon admission, and the weight shall be taken and recorded once a month thereafter.
 - (g) Each resident shall be provided visual privacy during treatment and personal care.
 - (h) Each resident shall be screened for tuberculosis upon admission, unless a tuberculosis screening has been completed within 90 days prior to the date of admission to CPT.
 - (i) Prior to admission the following labs/tests are required; CBC with differential, VDRL, Lipid Panel with fasting (8) hours, CMP and TSH [all within 6 months and any test deemed necessary based on the safety and welfare of CPT staff and residents].
 - (j) This facility honors “full code” consisting of first aid, CPR, and 911 notification for every resident.
- Basic and any additional services are paid in arrears, and due upon receipt. **All discharges must have a two- week written notice to director**, unless waived by director; placement agency shall be responsible for payment of all days short of two weeks.

<small>RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH</small>	<small>CPT #</small>
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

❑ **DISCHARGE**

Residents discharged from this facility shall (in a planned/scheduled discharge) have all belongings, monies and appropriate medications given to responsible parties (or their representatives) at the time of discharge. In the event that the discharge is not scheduled/not planned, arrangements shall be made to return belongings to the resident's responsible party.

This facility cannot provide any services that can only be provided by law in higher levels of care such as State Psychiatric Hospitals, Health hospitals, Acute Care Psychiatric Health Facilities, serious medical conditions, etc. In addition the following will apply:

- In acute situations (as determined by the MHRC) the county shall make reasonable and timely arrangements for the transfer of the resident to an appropriate level of care.
- The discharge/transfer is necessary for the welfare of the resident and his/her needs cannot be met at this facility
- Based upon a reassessment of the Resident's needs, conducted pursuant to applicable regulations, *California Psychiatric Transitions* shall determine that the facility is not appropriate for the Resident
- The discharge/transfer is appropriate because the resident's health has improved sufficiently so that they no longer need the services of this facility
- The safety of individuals in the facility is endangered by Resident's presence
- The health of individuals in the facility is endangered by Resident's presence
- The facility is ceasing to operate or its use is being changed
- Reassignment of case managers or placement agencies without prior written approval from this facility
- Failure of the Resident to comply with state or local laws
- Failure of the Resident to comply with written general polices of the facility which are for the purpose of making it possible for Residents to live together.

Residents admitted to California Psychiatric Transitions – MHRC, shall maintain their respective; LPS, conservatorship, 6500 or any other legal document, status or hold that has met the admissions criteria outlined in the Plan of Operations pursuant to (Title 9 Chapter 3.5). Any change, lapse, alteration, or discontinued condition of the resident's legal status without reasonable prior notification to California Psychiatric Transitions may be grounds for immediate discharge. It is the sole responsibility of the placing agency, county or governing body to notify and update California Psychiatric Transitions, of any changes as to the legal status of the resident. Failure to do so may result in immediate discharge of the resident.

❑ **VISITING POLICY**

Visiting hours are between 11:30am and 2:00pm daily. If any of the Resident's guests fail to abide by the Facility's rules for visitors, the Resident and Responsible Party or Agent agree, upon the Facility's request, to arrange for the prompt removal of such visitors from the Facility.

NOTICE OF RATE CHANGE

The rates in the contract are in place for a year.

CALIFORNIA PSYCHIATRIC TRANSITIONS is not responsible for any cash resources, valuables or personal property brought into the facility unless these items are delivered to the Director for safeguarding. **CPT shall not be financially responsible for any artificial or prosthetic devise. {Dentures, contact lenses, hearing aids etc.} [See P&P Artificial & Prosthetic Devise].**

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First---000-00-0000 ----MM-DD-YYYY	PENDING

HOUSE RULES

1	Residents of California Psychiatric Transitions (CPT) shall not carry, keep or store any medication while at CPT. All medications, prescribed and over the counter medications (i.e. cough suppressants, nasal inhalers, pain medications, etc.), will be kept and dispensed by designated facility personnel. All medications must be taken as prescribed by the method prescribed (i.e. as a pill, as a liquid, crushed & mixed with applesauce, by mouth, by intra muscular injection, etc).
2	Residents are not permitted to smoke <u>inside</u> the center and where “No Smoking” signs are posted. Residents are permitted to smoke only at designated times in the designated areas that are under the periodic observation of CPT staff. Staff will show you where the designated smoking areas are located. <small>NOTE: Article 7, Physical Plant TITLE 9, DIVISION 1 — DEPARTMENT OF MENTAL HEALTH § 787.00. Fire Safety. Authority cited: Sections 5675 and 5768, Welfare and Institutions Code; Section 3 of Chapter 678 of the Statutes of 1994. Reference: Sections 5675 and 5768, Welfare and Institutions Code.</small>
3	Any alcohol, stimulants, illicit substances, or “drug related paraphernalia” are prohibited on facility property. The use of alcohol, stimulants or illicit substances is prohibited.
4	No resident may be in the possession of property belonging to another resident without first obtaining permission from both the owner of the property and the treatment team.
5	This facility discourages sexual activity among residents in order to protect residents from sexual exploitation. No resident may be in any other resident’s room. Resident’s cannot have visitors in their assigned rooms without the express permission of the facility director. The director or staff may enter resident’s room with or without previous notice. Toilet and shower/bath rooms are limited to one resident at a time. All residents are only allowed to sleep in their assigned beds.
6	All residents are expected to maintain proper grooming and hygiene. Assistance with routine ADL skills will be provided for those residents requiring such assistance. Shoes or sandals must be worn when outside facility buildings. Eligibility for non-essential service outings shall be partially dependent upon satisfactory completion of ADL’s.
7	All residents and staff are expected to use language and behavior that is neither abusive, threatening nor inappropriate to others.
8	All visits are to be scheduled. Visiting hours are between the hours of 11:30 AM and 2:00 PM daily. All visitors must sign in our guest book.
9	Between the hours of dusk to dawn, for protection and safety, all residents must be inside or within a 30 foot perimeter of the residential buildings unless accompanied by staff or if previous arrangements have been made with facility director. All residents on Standing Passes (unsupervised outings into the community) are to sign out prior to leaving on standing passes and sign in upon returning. Destination and duration of the standing pass outings must be clearly stated on the sign out sheet. Residents on standing passes must have met their daily group and ADL requirements prior to being allowed to go on standing passes. Standing passes (unsupervised outings into the community) must be approved by the facility director (or designee).

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

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10	All residents are expected to willingly, with minimal prompts, participate in their rehabilitation by active contribution to the development of their treatment plans and in scheduled program activities.
11	Telephone calls should be limited to reasonable hours and duration. A pay telephone is available to residents.
12	Mail will be delivered to residents on the day it arrives, after it has been sorted and not during group times. Mail is not delivered on Saturdays, Sundays, and holidays. CPT may cover the postage cost of regular class mail at a rate not to exceed one letter per resident per day.
13	Residents and staff may not make any purchases for other residents without the prior consent of treatment team.
14	Residents and staff may not trade, give or sell any items to other residents or staff without prior administrative approval. No perishable food items may be stored in any of the bedrooms. Facility refrigerators may not be used to store resident's personal food or drink items.
15	All residents funds are to be kept in the resident trust account. Funds can be signed out to residents as appropriate needs arise.
16	The resident (or representative) shall be billed for any damages to the facility or property, caused by the resident, that is not due to normal "wear and tear". Non payment of billed damages shall be reason for discharge from this facility.
17	The facility attempts to provide a secure environment by reducing potential stressors such as violent television/video programs, poster, pictures or magazines that promote violence, pornography, military or survivalist items, clothing that promotes the use of illicit drugs or alcohol, etc.
RESIDENT SIGNATURE & DATE	
CPT STAFF SIGNATURE & DATE.	
PLACEMENT AGENCY SIGNATURE & DATE	
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE	

Rules subject to change as deemed appropriate by the facility director.

***653x.** (a) Any person who telephones the 911 emergency line with the intent to annoy or harass another person is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000), by imprisonment in a county jail for not more than six months, or by both the fine and imprisonment. Nothing in this section shall apply to telephone calls made in good faith.

(b) An intent to annoy or harass is established by proof of repeated calls over a period of time, however short, that are unreasonable under the circumstances.

(c) Upon conviction of a violation of this section, a person also shall be liable for all reasonable costs incurred by any unnecessary emergency response.

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

ACKNOWLEDGEMENT OF AUTHORIZED COMMUNICATION(S)

California Psychiatric Transitions is frequently contacted by outside sources regarding the residents; i.e. relatives, friends, previous placements, etc. In an effort to provide therapeutic support as well as absolute confidentiality regarding, **Last, First---000-00-0000 --- MM-DD-YYYY**, please assist us by providing us the name(s), relationship and any pertinent information of individuals/agencies that CPT has permission to speak with regarding this resident. We also ask that you provide any names of individuals/agencies who are NOT okay to speak with.

RE: Last, First---000-00-0000-----MM-DD-YYYY
RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

FROM: County/Regional Center
RESPONSIBLE PLACING AGENCY

APPROVED CONTACTS FOR, **Last, First---000-00-0000 --- MM-DD-YYYY:**

Name (Please Print)	Relationship to CPT Resident	*Comment(s)

Please **DO NOT** share information with the following contact(s) without further consent:

Name (Please Print)	Relationship to CPT Resident	*Comment(s)

The signature(s) below is of a person(s) who can legally authorize contacts.

_____ _____
 CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE (PRINTED) SIGNATURE DATE

_____ _____
 CASE MANAGEMENT, TITLE (PRINTED) SIGNATURE DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH Last, First---000-00-0000 -----MM-DD-YYYY	CPT # PENDING
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☐ TRUST FUND AUTHORIZATION

This page authorizes CPT to deposit resident funds into a CPT resident trust account.

1.

RESIDENT SIGNATURE _____ DATE _____

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE _____ DATE _____

3.

CPT STAFF SIGNATURE _____ DATE _____

4.

PLACEMENT AGENCY SIGNATURE AND TITLE _____ DATE _____



RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First-----000-00-0000 -----MM-DD-YYYY	PENDING

INFORMED CONSENT

This document is to provide information to the resident regarding medications and treatment. The resident shall be advised of the expected benefits and potential side effects of any new or added or discontinued medication or treatment. These medications are intended to assist the resident in regaining thought processing abilities and lower acute anxiety and/or agitation. Some medications may require several doses to attain maximum benefits, other medications are immediately effective. Most often, side effects of psychotropic drugs fade during continued treatment. Side effects may or may not include; indigestion, nausea, vomiting, diarrhea, constipation, unsteadiness, dizziness, alteration in blood counts, liver function alteration or skin rash. Some medications affect body weight, can initiate tremors, headache, depression, unusual excitement, or irritability. Every effort is made to gain maximum benefit at the lowest dose possible while minimizing discomfort and side effects to improve the likelihood of long term compliance. All psychotropic, with the exception of Clozaril may cause tardive dyskinesia. As with all medications, there are numerous side effects other than those listed here. In specific cases the doctor will indicate the drug and side effects and counsel the resident and/or authorized legal representative directly.

In the event a change in medication or treatment is necessary an Informed Consent for Medication/Treatment form shall be processed, authorized and signed for each and every event as it occurs.

The undersigned hereby acknowledges and authorizes California Psychiatric Transitions Informed Consent procedures.

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

CONSENT/AUTHORIZATION FOR MEDICAL TREATMENT

With Respect To: Last, First----000-00-0000-----MM-DD-YYYY
RESIDENT NAME-----SOCIAL SECURITY NUMBER -----DATE OF BIRTH

As the Resident, Conservator, Agency Representative or Legal Guardian, I hereby give consent to *California Psychiatric Transitions* to provide medical and dental care as prescribed by a duly licensed physician (MD) or dentist (DDS). I authorize California Psychiatric Transitions to monitor medications and treatments including reviewing lab results and medical progress notes.

Prior to final admission the following Medical/Labs and Testing assessment will be required;

- | | |
|------------------------|------------------------------------|
| Tuberculosis Screening | CBC with differential |
| VDRL | Lipid Panel with fasting (8) hours |
| CMP | TSH |

[All within 6 months and any test deemed necessary based on the safety and welfare of CPT staff and residents].

Financial responsibility and agreement information and/or Letter of Guarantee of payment or Purchase of Services (POS) shall also be required.

THANK YOU

1.

RESIDENT SIGNATURE	DATE
--------------------	------

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE	DATE
--	------

3.

CPT STAFF SIGNATURE	DATE
---------------------	------

4.

PLACEMENT AGENCY SIGNATURE AND TITLE	DATE
--------------------------------------	------

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
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AUTHORIZATION FOR PHOTOGRAPH / VIDEO TAPE

I, GIVE PERMISSION FOR CALIFORNIA PSYCHIATRIC TRANSITIONS TO
TAKE AND HAVE IN THEIR FILE, PHOTOGRAPHS, AND/OR VIDEO TAPE OF THIS
RESIDENT TO BE USED FOR ADMINISTRATIVE IDENTIFICATION PURPOSES.

THANK YOU

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

**AUTHORIZATION FOR MEDI-CAL /
MEDICARE INFORMATION**

DATE: _____

**PERMISSION IS HEREBY GRANTED FOR CALIFORNIA PSYCHIATRIC TRANSITIONS TO
COLLECT ALL INFORMATION PERTAINING TO THE MEDI-CAL COVERAGE REGARDING**

Last, First----000-00-0000---- MM-DD-YYYY

RESIDENT NAME----SOCIAL SECURITY NUMBER----DATE OF BIRTH

THANK YOU

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

CPT #

Last, First----000-00-0000 ----MM-DD-YYYY

PENDING

CONSENT/AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

As the Resident, Conservator, Agency Representative or Legal Guardian, I hereby give consent to **California Psychiatric Transitions** to obtain medical information from any health or psychiatric care agency providing service to this person during their residency at **California Psychiatric Transitions**.

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

THE FOLLOWING INFORMATION IS COPIED WORD FOR WORD FROM THE HANDBOOK OF RIGHTS FOR INDIVIDUALS IN MENTAL HEALTH FACILITIES FROM CALIFORNIA OFFICE OF PATIENTS'S RIGHTS APRIL 2004 REVISION.

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

HOW TO REACH YOUR PATIENTS' RIGHTS ADVOCATE

If you have any questions or would like to make a complaint about a possible violation of your rights, please call the advocacy office listed on the back cover of this handbook.

Patients' rights law is composed of a complex and evolving system of statutes, regulations, and court decisions. This handbook should be considered a guide, but it may not accurately reflect all the rights available to persons at all times.

The person in charge of the facility in which you are receiving treatment is responsible for ensuring that all your rights in this handbook are protected. You should be informed of your rights in a language and a manner that you can understand.

- On admission to the facility
- When there is a change in your legal status
- When you are transferred to another unit or facility
- At least once a year

If you believe that your rights may have been denied or violated, please contact your patients' rights advocate, even if your situation is not specifically covered in this handbook.

INTRODUCTION

If you are receiving, either voluntarily or involuntarily, mental health services in one of the facilities listed below, you have the rights outlined in this handbook. Your rights may vary depending on your legal status or the type of facility you reside in. *Your rights may **not** be waived by your parent, guardian, or conservator.* State Hospital

- Acute Psychiatric Hospital
- Psychiatric Unit of General Acute Care Hospital Skilled Nursing Facility/IMD
- Licensed Group Home Adult Residential Facility Licensed Family Home Adult Day Care Facility Psychiatric Health Facility
- Mental Health Rehabilitation Center
- Community Treatment Facility
- 23-Hour Treatment Facility

You cannot be asked to give up any of your rights or threatened into giving them up as a condition of admission or for receiving treatment; however, you may not choose not to exercise a specific right.

ACCESS TO THE PATIENTS' RIGHTS ADVOCATE

You have the right to see a patients' rights advocate who has no clinical or administrative responsibility for your mental health treatment and to receive his or her services. Your advocate's name and telephone number are located on the back cover of this handbook.

You have the right to contact the patients' rights advocate at any time. The facility where you are staying will provide you with assistance to ensure that you can exercise the right. You have the right to communicate with and to receive visits privately from your patients' right advocate or attorney.

WHAT IF YOU HAVE A COMPLAINT

You have the right to complain about your living conditions, any physical or verbal abuse, any threats or acts of cruelty, or your treatment in the facility without being punished for voicing such complaints.

The patients' right advocate is responsible for investigating and trying to resolve complaints about your rights. If the advocate is unable to help you with your concern, your complaint may be referred, with your permission, to another agency that can assist you.

If you are dissatisfied with the advocate's response to your complaint about your rights, your complaint may be referred to the facility director or to your local mental health director on your request.

RIGHTS WHILE YOU ARE INVOLUNTARILY DETAINED

The following text provides information about being involuntarily detained.

72-Hour Hold of "5150"

When a person, as a result of a mental disorder, is a danger to himself/herself or others or is gravely disabled, a peace officer, a member of the attending staff, or another professional person designated by the county may with probable cause take the person into custody and place him or her in a facility for a 72-hour treatment and evaluation.

The facility shall require a written application stating the circumstances under which there is a probable cause to believe that a person is, as a result of a mental disorder, a danger to himself/herself or others or is gravely disabled. If the probable cause is based on the statement of a person other than a police officer, a member of the attending staff, or a professional person, this person shall be liable in a civil action for intentionally giving a statement that he or she knows to be false.

If you were brought into a mental health facility against your will because you were considered to be a danger to yourself, a danger to others, or gravely disabled because of a mental disorder, you may be held up to 72 hours for treatment and evaluation unless the person in charge can establish that you need an additional 14 days of mental health treatment (*Welfare and Institutions Code Sections 5150 and 5250*).

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14-Day Certification for Intensive Treatment or “5250”

If a person is detained for 72 hours under the provisions of Section 5150 of the *Welfare and Institutions Code* and has received an evaluation, he or she may be certified for not more than 14 days of intensive treatment related to a mental disorder or an impairment by chronic alcoholism under the following conditions:

- The professional staff of the facility that provides evaluation services has analyzed the person’s condition and has found that the person is a danger to himself/herself or others or is gravely disabled.
- The person has been advised of the need for, but has not been willing or able to accept, treatment on a voluntary basis.

If you are held beyond 72 hours, you have the right to remain in the hospital for voluntary treatment. If you do not wish to stay voluntarily treatment. If you do not wish to stay voluntarily, you will automatically be scheduled for a certification review hearing, which will occur at the facility where you are staying within four days of the end of your 72-hour hold. You may be represented at this hearing by a patients’ rights advocate or another person of your choice. You can also request to have family members or someone of your choice at the hearing to help explain your circumstances (*Welfare and Institutions Code 5250*). If you want your advocate or facility staff member to telephone someone for you, make this request before the hearing.

***Helpful Hint**

If you request a writ of habeas corpus, you give up your right to have a certification hearing. Talk to your advocate for more details about how the writ process works.

Re-certification for Intensive Treatment of “5260”

If during the 14-day certification you attempted or threatened to take your own life and if you remain an imminent threat of taking your life, your doctor may place you on an additional 14-day hold, which is known as a re-certification. You have the right to request a writ of habeas corpus. **Please note that no hearing will take place for this hold** (*Welfare and Institutions Code Section 5260*).

Additional 30-Day Hold or “5270.1”

In some counties, after you have completed a 14-day period of treatment, you may be held for an additional 30 days if your doctor determines that you remain gravely disabled and you are unwilling to accept voluntary treatment. Another certification hearing will automatically be held. You have the right to have a patients’ rights advocate assist you at the hearing. You also have the right to request a writ of habeas corpus at any time during this period and to have a patients’ rights advocate or attorney assist you at the hearing (*Welfare and Institutions Code Section 5270.1*).

Post Certification for Dangerousness or “5300 et. al.”

If sufficient reason exists at the end of the 14-day certification to believe that you are a danger to others because of a mental disorder, the person who is in charge of the facility may petition the court to require you to remain in the facility for further treatment. This treatment is not to exceed 180 days. You have the right to representation by an attorney and to a jury trial (*Welfare and Institutions Code Section 5300 et. al.*).

Temporary Conservatorship

If the person in charge of the facility where you are staying believes that you may benefit from the services of a conservator because you remain *gravely disabled*, you may be placed on a temporary conservatorship (T-con) for up to 30 days. At the end of 30 days, a hearing will be held to determine whether you remain gravely disabled and whether and whether a one-year conservatorship will be necessary. Your advocate or attorney can assist you with the conservatorship hearing process (*Welfare and Institutions Code Section 5352.1*).

CONFIDENTIALITY

Your record is confidential and can be released only to you or people who are involved in providing you with medical or psychiatric services, except under court order, or as provided by law. However, other specific people may be given access to your records whenever you, your guardian, or your conservator gives express consent by signing a form that authorizes the release of information.

You must also be informed of your right to have or to not have other persons notified if you are hospitalized.

MEDICAL TREATMENT

While you are staying in a facility, you have the right to prompt medical care and treatment.

***Helpful Hints**

- If you don’t feel well or are in pain, let your doctor or a treatment staff member know right away.
- If you have any question about your treatment, talk to your doctor or a treatment staff member or ask your advocate to help you.

RIGHT TO REFUSE TREATMENT

Voluntary Patients

You can refuse any type of medical or mental health treatment, including medications, unless the situation is an emergency (see the “Definitions” section of this handbook for *emergency treatment*).

Involuntary Patients

You have the right to refuse medical treatment or treatment with medications (except in an emergency) unless a capacity hearing is held and a hearing officer or a judge finds that you do not have the capacity to consent to or refuse treatment. The advocate or public defender can assist you with this matter.

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Conservatees

If you are on conservatorship and the judge has granted your conservator power to make mental health treatment decisions, you no longer have the right to consent to or refuse treatment. You should talk with your advocate or attorney for more information. In addition, in some cases, a judge may allow a patient on conservatorship to retain the right to consent to or refuse medical treatment.

All Patients

You have the right to refuse to take part in any research project or medical experiment. You also have the right to refuse electroconvulsive treatment (ECT) or any form of convulsive therapy. However, if a court has determined that you lack the capacity to make this decision, then ECT may be given *without* your consent. An advocate or a public defender can assist you with the hearing process (*Welfare and Institutions Code Section 5326.7*).

MEDICATIONS AND THE INFORMED CONSENT PROCESS

Voluntary Patients

If you are a voluntary adult patient, you have the right to consent to or refuse taking antipsychotic medications (except in an emergency). You may be treated with antipsychotic medications only after the hospital has completed the informed consent process.

Involuntary Patients

If you are being detained against your will, you have the right to refuse treatment with antipsychotic medications unless the situation is an emergency or a hearing officer or a judge has determined that you are incapable of making this decision.

***Helpful Hint**

If your medication interferes with your ability to participate in daily activities or has other unpleasant side effects, let your doctor know.

The Informed Consent Process

Before you give your consent to take any antipsychotic medication, your doctor must first explain to you the following:

1. The reasons for your taking this medication and the benefits that you can expect
2. Your right to withdraw your consent at any time
3. The type and the amount of medication and how often you must take it
4. The common side effects from taking the medication, the effects that you are most likely to experience, and for how long the doctor believes you will need to take the medication
5. Alternative treatments that are available (if any)
6. The potential long-term side effects of taking the medication

***Helpful Hint**

If you are asked to consent to taking medications without being given a full explanation, talk to your advocate.

CAPACITY HEARING FOR MEDICATIONS

A capacity hearing, which is also called a Riese Hearing, may be held to determine whether you may or may not refuse treatment with medications. The capacity hearing will be conducted by a hearing officer at the facility where you are receiving treatment or by a judge in court. The hearing officer will determine whether you have the capacity to consent to or refuse medication as a form of treatment.

You have the right to be represented at the capacity hearing by an advocate or by an attorney. Your representative will help you prepare for the hearing and will answer your questions or discuss concerns that you may have about the hearing process.

If you disagree with the capacity hearing decision, you may appeal the decision to a superior court or to a court of appeal. Your patients' rights advocate or attorney can assist you with filing an appeal.

***Helpful Hint**

If you have any questions about your right to consent to or refuse medications or about the capacity hearing process, talk to your patients' rights advocate or the public defender.

RIGHTS THAT CANNOT BE DENIED

Persons with mental illness have the same legal rights and responsibilities that are guaranteed all other persons by the federal and state constitution and laws unless specifically limited by federal or state laws and regulations (*Welfare and Institutions Code Section 5325.1*).

The Right to Humane Care

You have the right to dignity, privacy, and human care. You also have the right to treatment services that promote your potential to function independently. Treatment must be provided in ways that are least restrictive to you.

***Helpful Hints**

- If you feel that your treatment is too restrictive, talk to your doctor and find out how your treatment can be changed.
- You can also talk to the patients' rights advocate or file a complaint.

The Right to Be Free from Abuse or Neglect

You have the right to be free from abuse, neglect or harm, including unnecessary or excessive physical restraint, isolation, or medication. Medication shall not be used as punishment, for the convenience of staff, as a substitute for treatment, or in quantities that interfere with the treatment program. You also have the right to be free from hazardous procedures.

***Helpful Hint**

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If you believe that you have suffered abuse or neglect in the facility or feel that your treatment is more restrictive than necessary, talk to your advocate or let a staff member know.

The Right to Social Activities and Recreation

You have the right to social interaction and participation in activities within the community or within the facility if you are hospitalized. You have the right to physical exercise and recreational opportunities.

The Right to Education

You have the right to participate in appropriate programs of publically supported education.

The Right to Religious Freedom and Practice

You have the right to religious freedom and practice.

***Helpful Hint**

Your right to practice your religion cannot be denied by anyone. You may not be pressured in any way to participate in religious practices, and you do not have to accept a visit from a clergyman of any religion unless you want to. As soon as possible after you are admitted to a facility, you should let the staff know whether you have any special religious needs.

The Right to Be Free from Discrimination

You have the right to receive mental health services without discrimination on the basis of race, color, religious, sex, national origin, ancestry, age, marital status, physical or mental disability, medical condition, or sexual orientation.

***Helpful Hint**

Talk with a staff member or your advocate if you have any concerns about discrimination.

RIGHTS THAT MAY BE DENIED WITH GOOD CAUSE

Unless the facility's staff and the doctor have good cause to do so, you cannot be denied any of the following rights:

Clothing

You have the right to wear your own clothes (except as prohibited by law in some state hospitals).

Money

You have the right to keep and be allowed to spend a reasonable sum of your own money or personal funds for canteen expenses and small purchases.

Visitors

You have the right to see visitors each day.

***Helpful Hint**

Please check with the facility where you are staying for more details on visiting times and policies.

Storage Space

You have the right to have access to storage space for your personal belongings.

Personal Possessions

You have the right to keep and use your own personal possessions, including your own toilet articles.

Telephone

You have the right to have reasonable access to a telephone both to make and receive confidential calls or to have such calls made for you.

***Helpful Hint**

If telephones are not place where you can make private phone calls, ask a facility staff member whether you can have privacy when making your call.

Mail

You have the right to receive mail and unopened correspondence.

Writing Materials

You have the right to have letter-writing materials, including stamps, made available to you.

GOOD CAUSE

Good cause for denying any of the rights means that the professional person in charge has a good reason to believe that allowing a specific right would cause:

1. Injury to that person or others; or
2. A serious infringement on the rights of others; or
3. Serious damage to the facility;

And there is no less restrictive way to protect against those occurrences.

Your rights cannot be denied as a condition of admission, a privilege to be earned, a punishment, a convenience to staff, or a part of a treatment program. A denial of a right can be made only by the person authorized by law or regulation to do so, and this denial must be noted in your treatment record. If one of your

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**CALIFORNIA
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rights is going to be denied, a staff member must inform you. Any denial of a right must be reviewed on a regular and ongoing basis. Once good cause no longer exists, your right(s) must be restored.

*Helpful Hint

If you feel that you have had a right unfairly denied or you would like a right restored, you can talk to your advocate or a staff member or file a complaint.

DEFINITIONS

Advocate. The person mandated by state law to ensure that mental health patients maintain their statutory and constitutional rights.

Antipsychotic Medication. Any medication that is customarily prescribe for the treatment of mental disorders, emotional disorders, or both.

Capacity. A determination of whether a person is:

- Aware of his or her situation;
- Able to understand the risks, benefits, and alternatives to the proposed treatment; and
- Able to understand and knowingly and intelligently evaluate information as it concerns giving consent and to otherwise use rational thought processes to participate in treatment decisions.

Conservator. A person who is appointed by a court to take care of a patient, his or her property, or both when the patient is considered to be gravely disabled as a result of a mental disorder or an impairment by chronic alcoholism. A conservator may be a public agency representative or a private person. A conservator may make decisions about a patient’s treatment, placement, and finances.

Emergency Treatment. A situation in which action to impose treatment over a person’s objection is immediately necessary for the preservation of life or the preservation of serious bodily harm to the patient or to others and it is impractical to first gain consent from the patient.

Gravely Disabled. A person who is unable, by reason of a mental disorder, to provide for his or her own food, clothing, or shelter. A person is not gravely disabled if someone else is willing and able to provide these basic necessities.

Hearing Officer. A superior court judge, a court-appointed commissioner or referee, or a court-appointed hearing officer who makes decisions in mental health certification review and capacity hearings.

Imminent. About to happen or ready to take place.

Informed Consent. A process by which a patient is informed of any antipsychotic medications that have been prescribed to him or her and the patient’s consent is obtained. The informed consent form states that the patient was informed about the prescribed medication(s), including the type of medication, the quantity, the benefits or side effects of the medication, and the other forms of treatment that are available. The mental health facility is also require to keep the signed consent form in the patient’s record.

Petition for Writ of Habeas Corpus. A legal request for release from a facility or an institution that a patient can file himself or herself or with the help of an attorney, an advocate, or a facility staff member. If accepted, the writ will entitle a patient to a hearing in a superior court.

Probable Cause. The amount of evidence that justifies issuing a 14-day certification. The mental health facility must establish specific facts that would reasonably lead someone to believe that a person is dangerous to himself, herself, or others or is gravely disabled.

Merced County Patients’ Rights Advocate Address and Telephone Number

300 E. 15th Street
Merced, CA 95340
(209) 381-6876
(800) 736-5809

If you are unable to reach your patients’ rights advocate you may contact:

Office of Patients’ Rights (916) 575-1610
Office of Human Rights (916) 654-2327

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
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CPT CONTRABAND LIST

The following is a list of items that are not allowed in the facility, along with items that will be secured with client accessibility during designated times. This safety protocol will be implemented facility wide.

Restricted Items:

- Illicit Drugs
- Glass Products
- Pepper Spray
- Matches/Lighters
- Solid Red or Blue Clothing (Forensic Program)
- Compact Glass Mirrors
- Loose Tobacco
- Electronic Devices with recording capabilities
- Cell phones
- Alcohol/Alcohol based Products
- Knives
- Explosives
- Weapons
- Televisions (Smart type w/ Internet capabilities)
- Metal Nail Files
- Loose weights/dumb bell style
- Fingernail/Toenail Clippers

Accessible Items that will be secured:

- Nail Polish/Remover
- Needles (Arts/Crafts Type)
- Hair Curlers
- Hair Dryers
- Curling Irons/Flat Irons
- Access to cash in the amount of \$ 25.00
- Televisions
- Razors

*The accessible items that will be secured may not be restricted absent a showing of good cause, documented in the resident's record and approved by Dr. Hackett and/or Dr. Turpin or their designee.

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

DISTRIBUTION OF AGREEMENT

COMPLETE THE APPROPRIATE SECTION, EITHER SECTION 1 & 2 OR SECTION 3 & 4, DO NOT COMPLETE BOTH

SECTION 1 & 2

Last, First----000-00-0000-----MM-DD-YYYY

Has received a copy of this completed admission agreement as indicated by signature below.

1.

RESIDENT SIGNATURE DATE

2.

CPT STAFF SIGNATURE DATE

SECTION 3 & 4

Last, First----000-00-0000 ----MM-DD-YYYY

Has chosen not to sign for a copy of this admissions agreement as evidenced by the staff signature and witness signature below.

3.

CPT STAFF SIGNATURE AND TITLE DATE

4.

WITNESS DATE

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

California Psychiatric Transitions

Notice of Privacy Practices

THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR HEALTH INFORMATION IS IMPORTANT TO US.

OUR LEGAL DUTY

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect April 14, 2003, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at a time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made changes. Before we make significant changes in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

USES AND DISCLOSURES OF HEALTH INFORMATION

We use and disclose health information about you for treatment, payment, and healthcare operations. For example:

Treatment: We may use or disclose your health information to a physician or other healthcare provider providing treatment to you.

Payment: We may use and disclose your health information to obtain payment for services we provide to you.

Healthcare Operations: We may use and disclose your health information for treatment, payment or healthcare operations, and you may give us written authorization to use or disclose your health information to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

To Your Family and Friends: We must disclose your health information to you, as described in the Patient Rights section of this Notice. We may disclose your health information to a family member, friend, or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

Persons Involved in Care: We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with and opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

CPT #

Last, First----000-00-0000 ----MM-DD-YYYY

PENDING

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

Marketing Health-Related Services: We will not use your health information for marketing communications without your written authorization.

Required by Law: We may use or disclose your health information when we are required to do so by law.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

National Security: We may disclose to the military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials; health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to a correctional institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

PATIENT RIGHTS

Access: You have the right to look at or get copies of your health information, with limited exceptions. (You complete a medical records release form to obtain access to your health information. You may obtain a form by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies and staff time. If you request copies, we will charge you a minimum of \$30.00 or \$2.50 for each page after (12) twelve pages for staff time to locate and copy your health information, and postage if you want the copies mailed to you. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)

Disclosure Accounting: You have a right to receive a list of instances in which our business associates or we disclosed your health information for purposes other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before April 15, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. **{You must make your request in writing.}** Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why the information should be amended.) We may deny your request under certain circumstances.

Aaron Stocking, Director
California Psychiatric Transitions
P.O. Box 339
Delhi, CA 95315
Phone: (209) 667-9304
Fax: (209) 669-3978

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

CALIFORNIA PSYCHIATRIC TRANSITIONS
MENTAL HEALTH REHABILITATION CENTER
P.O. Box 339, Delhi, CA 95315

As part of the federal Health Insurance Portability and Accountability Act of 1996, known as HIPAA, California Psychiatric Transitions has created this Notice of Privacy Practices. This Notice describes California Psychiatric Transitions' privacy practices and the rights to you, the individual; have as they relate to the privacy of your Protected Health Information (PHI). Your PHI is information about you, or that could be used to identify you, as it relates to your past and present physical and mental health care services. The HIPAA regulations require that California Psychiatric Transitions protect the privacy of your PHI that we have received or created.

Acknowledgement of Receipt of Notice of Privacy Practices

California Psychiatric Transitions
P.O. Box 339
Delhi, CA 95315

- I hereby acknowledge that I received a copy of California Psychiatric Transitions' Notice of Privacy Practices. I further acknowledge that a copy of the current notice will be posted in the reception area, and that I will be offered a copy of the Notice of Privacy Practices should there be any amendments.

SIGNATURE

DATE

If not signed by the person receiving services, please indicate:

- Relationship:
 Parent or Guardian of Minor.
 Legal Authorized Representative or Conservator of an adult receiving services.
 Beneficiary or personal representative of a person having received services.

Name of person receiving services: **Last, First----000-00-0000 ---- MM-DD-YYYY**

REFUSED TO SIGN Date: _____

RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

**ADDENDUM TO THE
CALIFORNIA PSYCHIATRIC TRANSITIONS
MENTAL HEALTH REHABILITATION CENTER (MHRC)
ADMISSION AGREEMENT**

RE: Last, First----000-00-0000-----MM-DD-YYYY
RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH

FROM: County/Regional Center
RESPONSIBLE PLACING AGENCY

WHEREAS, California Psychiatric Transitions Mental Health Rehabilitation Center (“CPT”) and _____ (“Placement Agency”) entered into that certain written Admission Agreement, dated _____ (“Admission Agreement”) for purposes of providing mental health rehabilitation services, including medical monitoring and routine health care, to the aforementioned Resident. The undersigned, being all of the parties to the foregoing Admission Agreement, by their respective signatures hereby acknowledge and agree as follows:

1. Placement Agency Representations and Warranty: The Placement Agency hereby represents and warrants to CPT the following:
 - 1.1 Placement Agency has shared with CPT all available information about Resident, including relevant social, medical and educational history, behavior problems, court involvement and other specific characteristics of Resident before placement with CPT and shall promptly share additional information to CPT when obtained.
 - 1.2 Placement Agency has conducted a background check of Resident and has provided written notice to CPT if the Resident has been convicted of a crime other than a minor traffic violation. Placement Agency has provided written notice to CPT if examination of arrest records has determined that there is a possible danger to CPT employees and personnel, CPT patients and/or any third parties located on or surrounding CPT’s location.
 - 1.3 Placement Agency represents and warrants that Resident:
 - 1.3.1. Has not been registered as a sex offender, as defined by California Penal Code Section 290 et seq;
 - 1.3.2. Has not been convicted for violating California rape laws as defined under California Penal Code 261 et seq.,
 - 1.3.3. Has not been convicted for sexual battery under California Penal Code 243.3;
 - 1.3.4. Has not been convicted for engaging in lewd acts with or involving minors, as defined under California Penal Code 288, California Penal Code 311 and Penal Code 314.
2. Indemnification. Indemnification language is included in the Agreement between the County and CPT at Exhibit C.

RESIDENT NAME-----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First----000-00-0000 ----MM-DD-YYYY	PENDING

**CALIFORNIA
PSYCHIATRIC
TRANSITIONS**

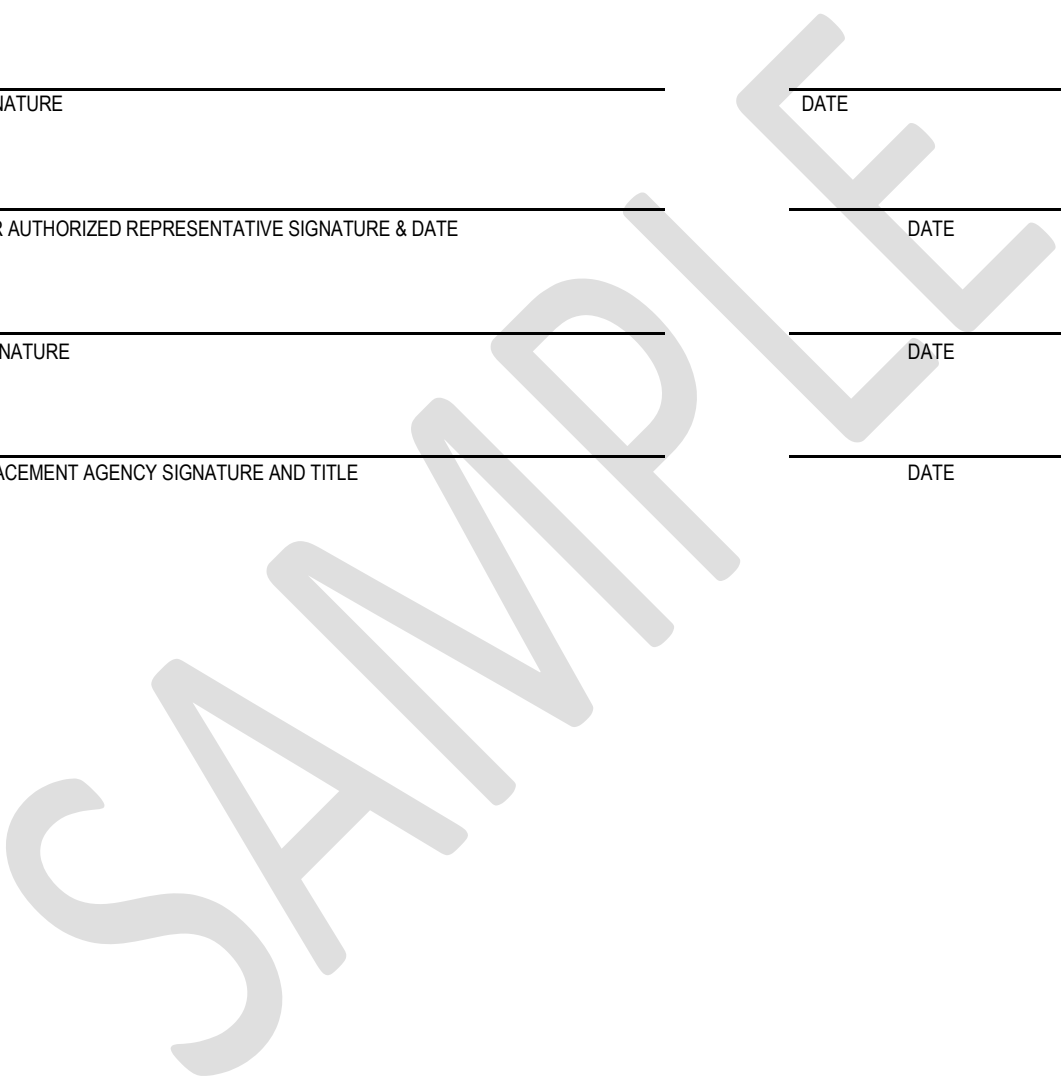
3. Confirmation of Term. The County agrees to the terms set forth in this Admission Agreement to the extent that they do not conflict with the terms set forth in the Agreement and its exhibits between the County and CPT. In the event and to the extent any provisions contained in the Admission Agreement address the same or substantially the same subject matter or conflict with the terms set forth in the Agreement or its Exhibits A(s), B, B-1, C or E, the order of precedence shall be first, the provisions of the Agreement; second, the provisions of the Exhibits; and third, the provisions in this Admission Agreement.

1. _____ DATE _____
RESIDENT SIGNATURE

2. _____ DATE _____
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

3. _____ DATE _____
CPT STAFF SIGNATURE

4. _____ DATE _____
PLACEMENT AGENCY SIGNATURE AND TITLE



RESIDENT NAME----SOCIAL SECURITY NUMBER ---- DATE OF BIRTH	CPT #
Last, First---000-00-0000 ----MM-DD-YYYY	PENDING

EXHIBIT B
FINANCIAL PROVISIONS

EXHIBIT B
FINANCIAL PROVISIONS- MHS
(Specific to Contract)

(Applicable to programs described in Exhibit A-2)

(With attached Exhibit B-1 Schedule of Rates and Contract Maximum: MHS)

This Agreement provides for reimbursement for services up to the Maximum Contract Amount, reflected in Section II below and Exhibit B-1-MHS. For Medi-Cal and all other services provided under this Agreement, Contractor shall comply with all applicable requirements necessary for reimbursement in accordance with Welfare and Institutions Code (WIC) §§14705-14711, and other applicable Federal, State and local laws, regulations, rules, manuals, policies, guidelines and directives.

I. PAYMENT FOR SERVICES

- A. Performance of Services.** Contractor shall be compensated on a cost reimbursement basis, subject to the limitations described in this Agreement and all exhibits hereto, for provision of the Units of Service (UOS) or other deliverables as established in Exhibit B-1-MHS based on satisfactory performance of the services described in the Exhibit A(s). The rates set forth in Exhibit B-1 of this agreement shall be honored by Contractor for the Term of the Agreement.
- B. Non-Medi-Cal Billable Services.** County recognizes that some of the services provided by Contractor's Program, described in the Exhibit A(s), may not be reimbursable by Medi-Cal, and such services may be reimbursed by other County, State, and Federal funds to the extent specified in Exhibit B-1-MHS and pursuant to Section I.F (Funding Sources) of this Exhibit B MHS. Funds for these services are included within the Maximum Contract Amount.
- C. Limitations on Use of Funds Received Pursuant to this Agreement.** Contractor shall use the funds provided by County exclusively for the purposes of performing the services described in Exhibit A(s) to this Agreement. Violation of this provision or use of County funds for purposes other than those described in the Exhibit A(s) shall constitute a material breach of this Agreement.
- D. Funding Sources.** The Behavioral Wellness Director or designee may reallocate between funding sources at his/her discretion, including to utilize and maximize any additional funding or Federal Financial Participation (FFP) provided by local, State, or Federal law, regulation, policy, procedure, or program. The Behavioral Wellness Director or designee also reserves the right to reallocate between funding sources in the year end cost settlement. Reallocation of funding sources does not alter the Maximum Contract Amount and does not require an amendment to the Agreement.
- E. Beneficiary Liability for Payment.**

 - 1. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments. (Cal. Code Regs., tit. 9, § 1810.365 (a).)

2. Contractor shall not hold beneficiaries liable for debts in the event that County becomes insolvent; for costs of covered services for which the State does not pay County; for costs of covered services for which the State or County does not pay to Contractor; for costs of covered services provided under a contract, referral or other arrangement rather than from the County; or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary. (42 C.F.R. § 438.106 and Cal. Code Regs. tit 9, § 1810.365(c).)
3. Contractor shall not bill beneficiaries, for covered services, any amount greater than would be owed if the Contractor provided the services directly. (42 C.F.R. § 483.1 06(c).)

H. DHCS assumes no responsibility for the payment to Contractor for services used in the performance of this Agreement. County accepts sole responsibility for the payment of Contractor in the performance of this Agreement per the terms of this Agreement.

II. MAXIMUM CONTRACT AMOUNT

The Maximum Contract Amount of this Agreement shall not exceed **\$350,000** for FY 20-21 during the term of this agreement. Notwithstanding any other provision of this Agreement, in no event shall County pay Contractor more than this Maximum Contract Amount for Contractor's performance hereunder without a properly executed amendment.

III. PER DIEM RATE.

- A.** County agrees to reimburse Contractor at a Per Diem Rate during the term of this Agreement, as specified in Exhibit B-1. "Per Diem Rate" means a daily rate paid for reimbursable IMD Services for a client for the day of admission and each day that services are provided excluding the day of discharge. The Per Diem Rate shall be inclusive of all services defined in this Agreement, except for transportation services on the day of admission and discharge to and from Contractor's facility.
- B.** Contractor shall be reimbursed for a day of service, at the Per Diem rate, when the client meets admission and/or continued stay criteria, documentation requirements, treatment and discharge planning requirements, as described in Exhibit A(s), and occupies a bed at 12:00 midnight. A day of service may also be reimbursed by County if the client is admitted and discharged during the same 24-hour period provided that such admission and discharge is not within 24 hours of a prior discharge, as approved by County.

IV. ACCOUNTING FOR REVENUES

- A.** Accounting for Revenues. Contractor shall comply with all County, State, and Federal requirements and procedures, including, but not limited to, those described in California Welfare and Institutions Code (WIC) Sections 5709, 5710 and 14710, relating to: (1) the determination and collection of patient/client fees for services hereunder based on Uniform Method for Determining Ability to Pay (UMDAP) (2) the eligibility of patients/clients for Medi-Cal, Medicare, private insurance, or other third party revenue, and (3) the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder.
- B.** Grants, and any other revenue, interest, and return resulting from services/activities and/or funds paid by County to Contractor shall also be accounted for in the Operating Budget.

C. Internal Procedures. Contractor shall maintain internal financial controls which adequately ensure proper billing and collection procedures. Contractor shall pursue payment from all potential sources in sequential order, with Medi-Cal as payor of last resort. All fees paid by or on behalf of patients/clients receiving services under this Agreement shall be utilized by Contractor only for the delivery of service units specified in the Exhibit A(s) to this Agreement.

V. BILLING AND PAYMENT PROCEDURES AND LIMITATIONS

A. Submission of Claims and Invoices.

1. Submission of Claims and Invoices for Non Medi-Cal Services. Contractor shall submit a written invoice within 10 calendar days of the end of the month in which non-Medi-Cal services are delivered that: i) depicts the actual costs of providing the services less any applicable revenues; ii) states the amount owed by County, and iii) includes the Agreement number and signature of Contractor's authorized representative. Actual cost is the actual amount paid or incurred, including direct labor and costs supported by financial statements, time records, invoices, and receipts. Invoices shall be delivered to:

financecbo@sbcbswell.org

Santa Barbara County Behavioral Wellness

ATTN: Accounts Payable

429 North San Antonio Road

Santa Barbara, CA 93110-1316

2. The Program Contract Maximums specified in Exhibit B-1 and this Exhibit B are intended to cover services during the entire term of the Agreement, unless otherwise specified in the Exhibit A(s) to this Agreement (such as time-limited or services tied to the school year). Under no circumstances shall Contractor cease services prior to June 30 due to an accelerated draw down of funds earlier in the Fiscal Year. Failure to provide services during the entire term of the Agreement may be considered a breach of contract and subject to the Termination provisions specified in the Agreement.

B. Withholding of Payment for Non-submission of Service Data and Other Information. If any required service data, invoice or report is not submitted by Contractor to County within the time limits described in this Agreement or if any such information is incomplete, incorrect, or is not completed in accordance with the requirements of this Agreement, then payment shall be withheld until County is in receipt of complete and correct data and such data has been reviewed and approved by Behavioral Wellness Director or designee. Behavioral Wellness Director or designee shall review such submitted service data within sixty (60) calendar days of receipt.

C. Withholding of Payment for Unsatisfactory Clinical Documentation. Behavioral Wellness Director or designee shall have the option to deny payment for services when documentation of clinical services does not meet minimum Federal, State, and County written standards.

D. Claims Submission Restrictions.

1. 12-Month Billing Limit. Unless otherwise determined by State or federal regulations (e.g. Medi-Medi cross-over), all original (or initial) claims for eligible individual persons under this Agreement must be received by County within 12 months from the month of service to avoid denial for late billing.

2. No Payment for Services Provided Following Expiration/Termination of Agreement. Contractor shall have no claim against County for payment of any funds or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.
- E. Claims Certification and Program Integrity. Contractor shall certify that all UOS entered by Contractor into MIS for any payor sources covered by this Agreement are true and accurate to the best of Contractor's knowledge.
- F. Overpayments: Any overpayments of contractual amounts must be returned via direct payment within 30 days to the County. County may withhold amounts from future payments due to Contractor under this Agreement or any subsequent agreement if Contractor fails to make direct payment within required timeframe.

VI. AUDITS AND AUDIT APPEALS

- A. Audit by Responsible Auditing Party. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with State and, as applicable, Federal law including but not limited to WIC Sections 14170 et. seq., authorized representatives from the County, State or as applicable Federal governments (Responsible Auditing Party) may conduct an audit or site review of Contractor regarding the mental health services/activities provided under this Agreement.
- B. Settlement. Settlement of the audit findings will be conducted according to the Responsible Auditing Party's procedures in place. In the case of a State Medi-Cal audit, the State and County will perform a post-audit Medi-Cal settlement that is based on State audit findings. Such settlement will take place when the State initiates its settlement action which customarily is after the issuance of the audit report by the State and before the State's audit appeal process. However, if the Responsible Auditing Party stays its collection of any amounts due or payable because of the audit findings, County will also stay its settlement of the same amounts due or payable until the Responsible Auditing Party initiates its settlement action with County. If an audit adjustment is appealed then the County may, at its own discretion, notify Contractor but stay collection of amounts due until resolution of the State administrative appeals process.
- C. Invoice for Amounts Due. County shall issue an invoice to Contractor for any amount due to the County after the Responsible Auditing Party issues an audit report. The amount on the County invoice is due by Contractor to County thirty (30) calendar days from the date of the invoice.
- D. Appeal. Contractor may appeal any such audit findings in accordance with the audit appeal process established by the Responsible Auditing Party performing the audit.

- E.** Notwithstanding any other provision contained herein, County and Contractor agrees that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions applicable to such entities.

The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Agreement. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions.

EXHIBIT B-1- MHS
SCHEDULE OF RATES AND CONTRACT MAXIMUM
(Applicable to programs described in Exhibit A2)

MHRC	
Level 1	\$400/Day
*1:1 Monitoring	\$40.00/Hour
DISRUPTIVE BEHAVIORAL UNIT (DBU)	
Level 1	\$850/Day
*1:1 Monitoring *	\$40.00/Hour
DIVERSION	
Level 1 (IST)	\$575/Day
Level 2	\$475/Day
1:1 Monitoring	\$40.00/Hour
CLIENT INCIDENTAL COST	
Maximum \$1,000 per client	Actual Cost
FY 20-21 - TOTAL MAXIMUM CONTRACT AMOUNT NOT TO EXCEED:	\$350,000

CONTRACTOR SIGNATURE: _____

FISCAL SERVICES SIGNATURE: _____

Upon review of client’s case by Contractor’s admitting psychiatrist, Contractor shall notify County which level and program Contractor proposes placing the client in. If County agrees with the proposed placement and a bed is available, Contractor shall proceed with the admission process. Following admission, Contractor shall notify the County’s IMD Liaison via fax prior to moving County clients between the programs and levels specified above. County hereby rejects any additional or conflicting rates appearing on an Admission Agreement subsequently submitted by Contractor to County unless made by an amendment to the Agreement signed by the Board of Supervisors.

EXHIBIT C
STANDARD
INDEMNIFICATION
AND
INSURANCE PROVISIONS

EXHIBIT C
INDEMNIFICATION AND INSURANCE REQUIREMENTS
(Specific to this Agreement)

INDEMNIFICATION

Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless County and its officers, officials, employees, agents and volunteers from and against any and all claims, actions, losses, damages, judgments and/or liabilities arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person or entity and for any costs or expenses (including but not limited to attorneys' fees) incurred by County on account of any claim except where such indemnification is prohibited by law.

NOTIFICATION OF ACCIDENTS AND SURVIVAL OF INDEMNIFICATION PROVISIONS

Contractor shall notify County immediately in the event of any accident or injury arising out of or in connection with this Agreement. The indemnification provisions in this Agreement shall survive any expiration or termination of this Agreement.

INSURANCE

Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
2. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation:** as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.
4. **Professional Liability (Errors and Omissions)** Insurance appropriate to the Contractor's profession, with limit of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

If the Contractor maintains higher limits than the minimums shown above, the County requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available

insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured** – County, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
2. **Primary Coverage** – For any claims related to this Agreement, the Contractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.
3. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
4. **Waiver of Subrogation Rights** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
5. **Deductibles and Self-Insured Retention** – Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
6. **Acceptability of Insurers** – Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum A.M. Best’s Insurance Guide rating of “A- VII”.
7. **Verification of Coverage** – Contractor shall furnish the County with proof of insurance, original certificates and amendatory endorsements as required by this Agreement. The proof of insurance, certificates and endorsements are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The Contractor shall furnish evidence of renewal of coverage throughout the term of the Agreement. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
8. **Failure to Procure Coverage** – In the event that any policy of insurance required under this Agreement does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to terminate the Agreement. Maintenance of required insurance coverage is a material element of the Agreement and

failure to maintain or renew such coverage or to provide evidence of renewal may be treated by County as a material breach of contract.

9. **Subcontractors** – Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors.
10. **Claims Made Policies** – If any of the required policies provide coverage on a claims-made basis:
 - i. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
 - ii. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
 - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of contract work.
11. **Special Risks or Circumstances** – County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

EXHIBIT E

PROGRAM GOALS, OUTCOMES AND MEASURES*

Program Evaluation		
Program Goals	Outcomes	CPT (all outcomes are in %)
		Residential / Inpatient
1. Reduce mental health and substance abuse symptoms resulting in reduced utilization of involuntary care and emergency rooms for mental health and physical health problems	A. Incarcerations / Juvenile Hall	≤5
	B. Psychiatric Inpatient Admissions	≤10
	C. Physical Health Hospitalizations	≤10
	D. Physical Health Emergency Care	≤10
2. Assist clients in their mental health recovery process and with developing the skills necessary to lead independent, healthy and productive lives in the community.	A. Stable/Permanent Housing	N/A
	B. Engaged in Purposeful Activity	N/A
	C. Of those who discharged (#dc = denominator): % who transitioned to a higher level of care	≥15
	D. Of those who discharged (#dc = denominator): % who transitioned to a lower level of care (or graduated/discharged bc care no longer needed or medical necessity not met)	≥85
	E. Incidents requiring a higher level of supervision	≤5
	F. Percent of clients who “showed improvement” on the Milestones of Recovery (MORS)	N/A

*Amendments to this Exhibit E may be made by written agreement by the parties and do not require a formal amendment to the Agreement.