



COUNTY OF HUMBOLDT

AGENDA ITEM NO.
C-11

For the meeting of: July 6, 2010

Date: May 10, 2010

To: Board of Supervisors

From: Phillip R. Crandall, Director *PHR*
Department of Health and Human Services-Mental Health Branch

Subject: AGREEMENT BETWEEN HUMBOLDT COUNTY AND TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES INC. (TRTF) FOR FISCAL YEAR 2010-2011

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Agreement between Humboldt County and Transitional Residential Treatment Facilities Inc. (TRTF) for Fiscal Year 2010-2011; and
2. Authorize the Chair of the Board to execute three (3) copies of the Agreement effective July 1, 2010; and
3. Direct the Clerk of the Board to return two (2) copies of the Agreement to Mental Health Branch Administration.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Mental Health Branch of the Department of Health and Human Services has contracted with Transitional Residential Treatment Facilities (TRTF), Inc. since before 1992 to provide transitional living services for mental health clients. This program serves chronically mentally ill adults and allows for

Prepared by Mary Commins, Administrative Analyst II

CAO Approval Charles D. Dillig

REVIEW: Auditor [Signature] County Counsel KR Personnel _____ Risk Manager [Signature] Other _____

TYPE OF ITEM:
 Consent
 Departmental
 Public Hearing
 Other _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT
Upon motion of Supervisor Duffy Seconded by Supervisor neely
Ayes Duffy neely Crandall Leavelle Smith
Nays _____
Abstain _____
Absent _____

PREVIOUS ACTION/REFERRAL:

Board Order No.: D-12, D-11, C-35, C-11, C-19, C-19, D-2
Meeting of: 2/10/09, 7/8/08, 12/5/06, 2/15/05, 6/22/04, 6/9/09

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: July 6, 2010
By: [Signature]
Kathy Hayes, Clerk of the Board

transition from inpatient care to outpatient care and ultimately to independent living. TRTF operates one six-bed short-term residential treatment facility (Meridian), one six-bed adult residential care home (Hestia), and thirty-five Satellite beds. TRTF offers a multi-tier treatment program that moves the client toward independent living through group activities, communication and socialization skills. The facilities are co-ed and serve ambulatory clients aged 18 to 59. This facility serves clients suffering from a major mental illness who are free of communicable diseases, do not require nursing care, and are compatible with other residents. The length of stay varies between programs.

The Satellite program is the final step before independent living. Here clients are responsible for all aspects of the daily life. Staff meets with residents of each Satellite facility on a weekly basis to facilitate house meetings and resolve any problems that may arise from communal living. In addition, TRTF provides follow-up services to ex-residents including making referrals to support agencies to assist clients with vocational or educational goals, crisis counseling, medical referrals, and assistance with SSI, Welfare or legal problems. TRTF also provides an environment where former clients may relax and socialize with old or new friends.

FINANCIAL IMPACT:

The maximum value of this agreement for the one year period is not to exceed a total of Three Hundred Ninety-Five Thousand, Two Hundred Fifty-Two Dollars (\$395,252). Prior year 2009-10 expenditures are \$395,252. TRTF contract expenditure has been included in the proposed budget for FY 2010-11, DHHS-Mental Health Branch Adult Services budget unit 1170-496. Total contract value includes \$323,422 for licensed beds, and \$71,830 for unlicensed beds. Source of funding for these expenditures is State Realignment and Mental Health Services Act revenues. There is no impact to County General Fund.

OTHER AGENCY INVOLVEMENT:

Public Guardian

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Board Discretion

ATTACHMENTS:

1. Agreement between Humboldt County and Transitional Residential Treatment Facilities Inc. (TRTF), for fiscal year 2010-2011 three (3) copies

**AGREEMENT
BY AND BETWEEN
HUMBOLDT COUNTY
AND
TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES (TRTF), INC.
FOR FISCAL YEAR 2010-2011**

This Agreement, made and entered into this 6 day of July, 2010, at Eureka, California, by and between Humboldt County, a political subdivision of the State of California, hereinafter referred to as "COUNTY" and Transitional Residential Treatment Facilities (TRTF), Inc. (*a California Corporation*) hereinafter referred to as "CONTRACTOR," is made upon the following considerations:

WHEREAS, COUNTY through its Department of Health and Human Services (DHHS), Mental Health Branch desires to provide the services of transitional residential treatment; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of itself and/or its clients/patients.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached hereto and incorporated by references.

2. NO TERMS NOT INCLUDED:

This Agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind either of the parties hereto. In

addition, this Agreement shall supersede in its entirety any and all prior agreements of the parties.

3. TERM:

The term of this Agreement shall be from July 1, 2010 and shall continue through June 30, 2011, unless sooner terminated as provided herein.

4. TERMINATION:

A. Breach of Contract -- COUNTY may immediately suspend or terminate this Agreement in whole or in part, where in its sole discretion, the determination is made that there is:

- i. An illegal or improper use of funds;
- ii. A failure to comply with any term of this Agreement;
- iii. A substantially incorrect or incomplete report submitted; or
- iv. Improperly performed service.

B. Without Cause -- This Agreement may be terminated by either party without cause as follows:

i. If terminated by CONTRACTOR, termination shall require sixty (60) days advance written notice of such intent to terminate. The notice shall state the effective date of the termination.

ii. COUNTY may terminate this Agreement without cause upon sixty (60) days written notice; except that COUNTY shall take into consideration the welfare of COUNTY's clients and patients and make allowance for the treatment needs of its clients and patients.

5. NOTICES:

Any and all notice(s) required to be given pursuant to the terms of this Agreement may be given personally or by registered mail addressed to either COUNTY or

CONTRACTOR at the following addresses:

COUNTY: Humboldt County Dept. of Health and Human Services
Attention: Mental Health Branch Director
720 Wood Street
Eureka, California 95501

CONTRACTOR: Attn: Executive Director
TRTF, Inc.
P.O. Box 6299
Eureka, CA 95502

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event any action, suit or proceeding be commenced to complete the performance of this Agreement or to seek damages for breach thereof, it will pay reasonable attorney's fees (including reasonable value of services rendered by County Counsel) to the prevailing party, to be awarded and fixed by the court, and to be taxed as cost and to be included in the judgment thereon rendered.

7. PAYMENT:

COUNTY will reimburse CONTRACTOR for services pursuant to this Agreement not to exceed the maximum amount of \$323,422 for Licensed Residential Beds and \$71,830 for Unlicensed Satellite Housing. All costs incurred above the maximum amount will be the responsibility of the CONTRACTOR. It shall be the responsibility of CONTRACTOR to notify COUNTY in writing, at least six weeks prior to the date upon which CONTRACTOR estimates that the maximum amount will be reached. Specific payment terms and conditions are set forth in Exhibit B, attached hereto and incorporated herein by reference.

If State, Federal or County funding or State Maximum Allowance Rates are reduced or deleted, the maximum reimbursement shall be reduced or deleted.

8. NO WAIVER OF DEFAULT:

The waiver by either party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement.

In no event shall any payment by COUNTY constitute a waiver of any breach of this Agreement or any default which may then exist on the part of the CONTRACTOR. Neither shall such payment impair or prejudice any remedy available to COUNTY with respect to the breach or default. COUNTY shall have the right to demand of the CONTRACTOR the repayment of any funds disbursed to the CONTRACTOR under this Agreement, which in the judgment of COUNTY were not expended in accordance with the terms of this Agreement. The CONTRACTOR shall promptly refund any such funds upon demand.

9. AUDITS:

CONTRACTOR shall be subject to the examination and audit of the State Auditor General for a period of three (3) years after final payment under this Agreement pursuant to Government Code Section 8546.7. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

10. REPORTING:

CONTRACTOR agrees to provide COUNTY with any reports that may be required by County, State or Federal agencies for compliance with this Agreement.

11. MONITORING:

CONTRACTOR agrees to extend to the Humboldt County Mental Health Director, the State Department of Mental Health or their designees, the right to review and monitor records, programs or procedures, at any time, in regards to clients, as well as the overall operation of CONTRACTOR's programs in order to ensure compliance with the terms and conditions of this Agreement.

12. ASSIGNMENT:

Neither party shall assign its obligations under this Agreement without the prior written consent of the other party. Any assignment by CONTRACTOR in violation of this provision shall be void and shall be cause for immediate termination of this Agreement.

13. SUBCONTRACTING:

CONTRACTOR shall not subcontract for any services without prior written approval of COUNTY.

14. RELATIONSHIP OF PARTIES:

It is understood that this is an Agreement by and between two independent contractors and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture, or any other similar association. Both parties further agree that CONTRACTOR shall not be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, retirement benefits, worker's compensation and injury leave or other leave benefits.

15. NUCLEAR FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE:

CONTRACTOR certifies by its signature below that CONTRACTOR is not a Nuclear Weapons Contractor, in that CONTRACTOR is not knowingly or intentionally engaged in the research, development, production, or testing of nuclear warheads, nuclear weapons systems, or nuclear weapons components as defined by the Nuclear Free Humboldt County Ordinance. CONTRACTOR agrees to notify COUNTY immediately if it becomes a Nuclear Weapons Contractor as defined above. COUNTY may immediately terminate this Agreement if it determines that the foregoing certification is false or if CONTRACTOR becomes a Nuclear Weapons Contractor.

16. COMPLIANCE WITH LAWS:

CONTRACTOR agrees to comply with all applicable local, state and federal laws and regulations, including but not limited to the Americans with Disabilities Act. Compliance with the Americans with Disabilities Act, includes, but is not limited to, the following areas:

- A. Whatever written information is provided regarding its programs will also be provided in alternate formats, including Braille, large print audio recording, and electronic formats, upon request.
- B. Enter into contracts or make other arrangements with qualified sign language and oral interpreters to ensure their availability when required for effective communication with persons who are deaf or hard of hearing. The type of aid that will be required for effective communication will depend on the individual's usual method of communication, and the nature, importance, and duration of the communication at issue. In many

circumstances, oral communication supplemented by gestures and visual aids, an exchange of written notes, use of a computer or typewriter, or use of an assistive listening device may be effective. In other circumstances, qualified sign language or oral interpreters are needed to communicate effectively with persons who are deaf or hard of hearing. The more lengthy, complex, and important the communication, the more likely it is that a qualified interpreter will be required for effective communication with a person whose primary means of communication is sign language or speech reading.

- C. If the Contractor operates a hotline to take telephone calls of an emergency nature, the Contractor shall ensure that it provides equivalent service for persons who use TTY's including providing direct-connection service for TTY users with hotline operators, without requiring TTY users to call through a third party operator, such as through the state or local Telecommunication Relay procedures, and provide the training necessary to ensure effective communication by Hotline staff with direct-connection callers using TTY's, as well as the training necessary to respond to callers who use the Telecommunication Relay Services.
- D. Survey facilities used as shelters or designated as potential shelters – or for counseling, job training, education, clothing or household provisioning, or other aspects of programs- to ensure that adequate arrangements are available for potential clients and family members with disabilities,

including adults and children who have mobility impairments, who are blind or have low vision, and who are deaf or hard of hearing.

- E. Have written procedures and modify, as appropriate, eligibility criteria, to ensure that no person with a disability is turned away from a shelter or otherwise denied the opportunity to benefit from the services of the Contractor's program on the basis of disability.
- F. Have written procedures to ensure that persons with disabilities who use service animals are not denied or discouraged from participating in Contractor's program, are able to be housed and served in an integrated environment, and are not separated from their service animals while participating in the program even if pets are normally not permitted in the facilities where such programs are conducted. The procedures will not unnecessarily segregate persons who use service animals from others but may take into account the potential presence of persons who, for safety or health reasons, should not be in contact with certain types of animals.
- G. Have written procedures to ensure that reasonable modifications are made to the Contractor's program when necessary for a client or family member with a disability to participate in such Programs, unless doing so would fundamentally alter the nature of the program.
- H. Have written policies to ensure that despite any "drug-free" policy of the Contractor's program, persons with disabilities who use medication prescribed for their use are able to continue using such medication while participating in such Programs or being housed in a shelter.

CONTRACTOR agrees that all professional level persons employed by CONTRACTOR have met applicable professional licensure requirements pursuant to the Welfare and Institutions and Business and Professions Codes.

CONTRACTOR further agrees to comply with any applicable federal, state or local licensing standards, any applicable accrediting standards and any other applicable standards or criteria established locally or by the State or Federal governments.

17. VENUE AND APPLICABLE LAW:

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute arising hereunder or relating to this Agreement shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to Code of Civil Procedure Sections 394 and 395.

18. REFERENCE TO LAWS AND RULES:

In the event any law, regulation or policy referred to in this Agreement is amended during the term hereof, the parties agree to comply with the amended provision as of the effective date of such amendment.

19. NONDISCRIMINATION:

A. Consistent with the requirements of applicable federal or state law, CONTRACTOR will not engage in any unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual

preference or mental or physical handicap.

B. During the performance of this Agreement, CONTRACTOR and its subcontractors will not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, mental or physical handicap, medical conditions, marital status, age, sexual preference or sex. CONTRACTOR and its subcontractors will comply with the Disabilities Act of 1990, the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, CCR, Section 7285 et seq.). CONTRACTOR will ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990, set forth in Chapter 5, Division 4 of Title 2, CCR, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR and its subcontractors will give written notice of their obligation under this clause to labor organizations with which they have a collective bargaining or other agreement.

C. CONTRACTOR will 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 Welfare Agency, effective June 2, 1977, and

found in the Federal Register, Volume 42, No. 86, dated May 4, 1977.

D. CONTRACTOR will include the nondiscrimination and compliance provisions of this Agreement in all subcontracts to perform work under this Agreement.

20. RECORDS:

CONTRACTOR shall maintain statistical, clinical and financial records in the manner provided by the State Health and Welfare Agency and make such records available to COUNTY as required by the Humboldt County Mental Health Director, and the California State Health and Welfare Agency.

A. Fiscal Records -- if applicable, CONTRACTOR shall maintain accurate records of its costs and operating expenses. Such records of costs, expenditures and reimbursements shall be maintained for at least five (5) years from the close of the State's fiscal year during which services were provided, or until audit findings are resolved, whichever is later. Such records shall be open to inspection by the Humboldt County Mental Health Director, the Humboldt County Auditor-Controller, the Humboldt County Grand Jury, the State Controller, the State Director of the Department of Mental Health or any of their designees.

B. Clinical Records -- if direct patient or client treatment services have been provided, CONTRACTOR shall maintain accurate and legible clinical/medical records in accordance with the Humboldt County Mental Health Medical Records Policy and Procedures. CONTRACTOR shall maintain medical records for at least seven (7) years from the close of the

State's fiscal year during which services were provided, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. All such records shall be considered confidential patient records in accordance with California Welfare and Institutions Code, Section 5328, regarding patient confidentiality. Clinical records shall contain sufficient detail to make possible an evaluation by the Humboldt County Mental Health Director or designee or the State Department of Mental Health, and shall be kept in accordance with the rules and regulations of the California Code of Regulations, Title XXII.

21. CONFIDENTIALITY OF RECORDS:

In the performance of this Agreement, CONTRACTOR may receive confidential information. CONTRACTOR agrees to protect the confidentiality of all DHHS clients and patients in conformance with, but not limited to, the California Welfare and Institutions Code Sections 827, 5328, and 10850, the California Confidentiality of Medical Information Act, California Health & Safety Code sections 1280.15 and 130203 as applicable, the United States Health Information Portability and Accountability Act of 1996 ("HIPAA") and the United States Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("HITECH Act"), and their implementing regulations, including as appropriate Title 45 of the Code of Federal Regulations Section 205.50.

22. INSURANCE REQUIREMENTS:

- a. THIS CONTRACT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitled to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are filed with the Clerk of the Humboldt County Board of Supervisors.
- b. Without limiting CONTRACTOR'S indemnification obligations provided for herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement and any extended term thereof, the following policies of insurance placed with insurers authorized to do business in California and with a current A.M. Bests rating of no less than A:VII or its equivalent against injury/death to persons or damage to property which may arise from or in connection with the activities hereunder of CONTRACTOR, its agents, officers, directors employees, licensees, invitees, assignees or subcontractors:
1. Comprehensive or Commercial General Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$1,000,000 per occurrence for any one incident, including, personal injury, death and property damage. If a general aggregate limit is used, either the general aggregate

limit shall apply separately to this project or the general aggregate shall be twice the required occurrence limit.

2. Automobile/Motor liability insurance with a limit of liability of not less than one million dollars (\$1,000,000) combined single limit coverage. Such insurance shall include of all "owned", "hired", and "non-owned" vehicles or coverage for "any auto".
3. Workers Compensation and Employer's Liability Insurance providing worker's compensation benefits as required by the Labor Code of the State of California. Said policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees. In all cases, the above insurance shall include Employers Liability coverage with limits of not less than one million dollars per accident for bodily injury and disease.
4. Professional liability insurance/errors and omission coverage in an amount no less than Two Million Dollars (\$2,000,000) for each occurrence (Four Million Dollars (\$4,000,000) general aggregate). Said insurance shall be maintained for the statutory period during which the professional may be exposed to liability. Contractor shall require that the aforementioned professional liability insurance coverage

language be incorporated into its contract with any other entity with which it contracts for professional services.

5. Insurance notices sent to:

County of Humboldt

Attn: Risk Management

825 5th Street, Room 131

Eureka, CA 95501

- c. **Special Insurance Requirements.** Said policies shall unless otherwise specified herein be endorsed with, the following provisions:
- (1) The Comprehensive General Liability Policy shall provide that the COUNTY, its officers, officials, employees and volunteers, are covered as additional insured for liability arising out of the operations performed by or on behalf of CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the COUNTY, its officers, officials, employees, and volunteers. Said policy shall also contain a provision stating that such coverage:
- a. Includes contractual liability.
 - b. Does not contain exclusions as to loss or damage to property caused by explosion or resulting from collapse of buildings or structures or damage to property underground, commonly referred to "XCU Hazards".
 - c. Is primary insurance as regards to County of Humboldt.
 - d. Does not contain a pro-rata, excess only, and/or escape clause.

- e. Contains a cross liability, severability of interest or separation of insureds clause.
- (2) The policies shall not be canceled, non-renewed or materially reduced in coverage without thirty (30) days prior written notice being provided to COUNTY and in accordance with the Notice provisions set forth under Section 5. It is further understood that CONTRACTOR shall not terminate such coverage until it provides COUNTY with proof satisfactory to COUNTY that equal or better insurance has been secured and is in place.
 - (3) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the insurer's liability.
 - (4) For claims related to this project, the CONTRACTOR'S insurance is primary coverage to the COUNTY, and any insurance or self-insurance programs maintained by the COUNTY are excess to CONTRACTOR'S insurance and will not be called upon to contribute with it.
 - (5) Any failure to comply with reporting or other provisions of the Parties, including breach of warranties, shall not affect coverage provided to COUNTY, its officers, officials, employees, and volunteers.
 - (6) CONTRACTOR shall furnish COUNTY with certificates and original endorsements effecting the required coverage prior to execution of this Agreement by COUNTY. The endorsements shall be on forms as

approved by the COUNTY'S Risk Manager or COUNTY Counsel. Any deductible or self-insured retention over \$100,000 shall be disclosed to and approved by COUNTY. If CONTRACTOR does not keep all required policies in full force and effect, COUNTY may, in addition to other remedies under this Agreement, take out the necessary insurance, and CONTRACTOR agrees to pay the cost of said insurance. COUNTY is also hereby authorized with the discretion to deduct the cost thereof from the monies owed to CONTRACTOR under this Contract.

- (7) COUNTY is to be notified immediately if twenty-five percent (25%) or more of any required insurance aggregate limit is encumbered and CONTRACTOR shall be required to purchase additional coverage to meet the aggregate limits set forth above.

23. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

a. CONTRACTOR shall indemnify, defend and hold harmless COUNTY and its officers, officials, employees and volunteers, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with CONTRACTORS duties and obligations under this Agreement and any amendments hereto.

b. COUNTY shall indemnify, defend and hold harmless CONTRACTOR and its officers, officials, employees and volunteers,

from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which are caused by any negligent or willful acts of misconduct or omissions (either directly or through or by its officers, agents or employees) in connection with COUNTY's duties and obligations under this Agreement and any amendments hereto.

c. Notwithstanding paragraphs a and b, in the event that CONTRACTOR and COUNTY are both held to be negligently or willfully responsible, CONTRACTOR and COUNTY will bear their proportionate share of liability as determined in any such proceeding. Each side will bear their own costs and attorney's fees.

d. Acceptance of insurance, if required by this Agreement, does not relieve CONTRACTOR from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by CONTRACTOR's operations regardless if any insurance is applicable or not.

24. MEDIA RELEASE:

All press releases and informational material related to this Agreement shall receive approval from COUNTY prior to being released to the media (television, radio, newspapers, Internet). In addition, CONTRACTOR shall inform COUNTY of requests for interviews by media related to this Agreement prior to such interviews taking place. COUNTY reserves the right to have a representative present at such interviews. All notices required by this provision

shall be given to the Director of the Humboldt County Department of Health and Human Services or his designee.

25. PROTOCOLS:

Both parties recognize that a number of protocols must be negotiated to make this Agreement specific. In regard to all such protocols, they shall be agreed to by COUNTY and the Humboldt County Mental Health Director and CONTRACTOR.

26. DRUG FREE WORKPLACE CERTIFICATION:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

A. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

B. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355(b), to inform employees about all of the following:

- i. the dangers of drug abuse in the workplace,
- ii. CONTRACTOR's policy of maintaining a drug-free workplace,
- iii. any available counseling, rehabilitation and employee assistance programs, and
- iv. penalties that may be imposed upon employees for

drug abuse violations.

C. Provide as required by Government Code Section 8355(c) that every employee who works on the Agreement:

- i. will receive a copy of CONTRACTOR's drug-free policy statement, and
- ii. will agree to abide by the terms of CONTRACTOR'S statement as a condition of employment on the Agreement or grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and CONTRACTOR may be ineligible for award of future state contracts if the Department determines that any of the following has occurred: (1) CONTRACTOR has made a false certification or, (2) violates the certification by failing to carry out the requirements as noted above.

27. PATIENTS' RIGHTS:

The parties to this Agreement shall comply with applicable laws, regulations and State policies relating to patients' rights.

28. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE:

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law also applies to children's services

that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where Women, Infants and Children Program ("WIC") coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.

By signing this Agreement, CONTRACTOR certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

29. UTILIZATION REVIEW:

COUNTY, through its Mental Health Director, may designate a person(s) to perform a utilization and/or professional standards review of all patients for which it is expected to make reimbursement.

30. ADMISSION PRIORITY:

CONTRACTOR shall provide COUNTY with periodic reports of openings in CONTRACTOR's facility and agrees to be ready, willing and able to give priority to the admission of COUNTY-linked patients.

31. COST REPORT:

CONTRACTOR shall submit an unaudited end of the fiscal year final cost report

summarizing all costs incurred providing services for COUNTY-linked patients during the fiscal year. This will occur no later than ninety (90) days following the close of the fiscal year. Final Cost Report shall meet the specifications of the mandated cost reporting requirements of COUNTY, pertaining to that fiscal year.

32. DETERMINATION OF ABILITY TO PAY:

If so directed by the Humboldt County Mental Health Director, CONTRACTOR shall, determine clients share of cost using the State's Uniform Method of Determining the Ability to Pay, relaying to COUNTY the results of such determination. This shall be done any time there is a demonstrable change in patient/clients financial status but no less than annually. CONTRACTOR avers that inability to pay shall be no bar to CONTRACTOR's services. However, CONTRACTOR further agrees that unwillingness to pay may bar services (except in emergencies) following consultation with COUNTY. COUNTY agrees to provide training in the determination of ability to pay.

33. AMENDMENT:

This Agreement may be amended at any time during the term of this Agreement upon the written mutual consent of both parties.

34. ADMISSION POLICIES:

The patient population to be served is adults with mental illness in need of long-term treatment. In order for proper reimbursement:

A. All referrals to CONTRACTOR must be authorized by the Humboldt County Mental Health Director or designee.

B. The final admission decision shall rest with CONTRACTOR.

C. If admission is denied, the Humboldt County Mental Health Director or designee shall be immediately notified and shall be informed of the reasons leading to the denial.

D. Policies and procedures for admission shall be written by CONTRACTOR based on this Agreement. Policies include a provision that patients are accepted for care without discrimination on the basis of race, color, religion, gender, national origin, age, sexual preference, or physical or mental disability.

E. In recognition of the fact that clients are referred by Humboldt County Mental Health and that Humboldt County Mental Health has specific responsibilities for long-term case coordination, CONTRACTOR agrees to participate in and accept the overall care plan for patients, including but not limited to discharge planning and timeliness for discharges as a condition of acceptance of the client for admission.

F. CONTRACTOR may have copies of client treatment plans upon request.

35. HIPAA COMPLIANCE: COVERED ENTITY TO COVERED ENTITY

COUNTY and CONTRACTOR each consider and represent themselves as covered entities as defined by the U.S. Health Information Portability and Accountability Act and agree to use and disclose protected health information as required by law

COUNTY and CONTRACTOR acknowledge that the exchange of protected

health information between them is only for treatment, payment and health care operations.

The CONTRACTOR agrees to adhere to the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement as of the day and date first above written.

ATTEST:

KATHY HAYES

Clerk of the Board of Supervisors of the County of Humboldt, State of California

By: Jikki Turner

APPROVED AS TO LEGAL FORM:

By Karen Roebuck
County Counsel

APPROVED AS TO INSURANCE:

Jenna Smith
Risk Manager

COUNTY OF HUMBOLDT:

C. J. Anderson
Chair, of the Board of Supervisors

CONTRACTOR:

Chris
Name

Vice President
Title

Carla P. Douglas
Name

Secretary/Treasurer
Title

[Two corporate officers must sign.]

EXHIBIT A

AGREEMENT BY AND BETWEEN HUMBOLDT COUNTY AND TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES (TRTF), INC FISCAL YEAR 2010-2011

SCOPE OF SERVICES

1. Service Location

Facility Name: Transitional Residential Treatment Facilities, Inc.
Mailing Address: P.O. Box 6299
City and Zip Code: Eureka, CA 95502-6299

2. Contract Monitor

Name and Title: Mental Health Branch Program Manager
Doug Rose-Noble LCSW
Organization: Department of Health and Human Services,
County of Humboldt
Street Address: 720 Wood St.
City and Zip Code: Eureka, CA 95501

3. Description of Services

Summary Description: Transitional Residential Treatment Facilities, (TRTF) Inc. operates one six (6) bed, short term licensed residential treatment facility named Meridian, one six (6) bed adult licensed residential care home named Hestia (Part A), and thirty-five (35) unlicensed satellite beds (Part B). TRTF offers a multi-tier treatment program that moves the client toward independent living through group activities, communication, socialization skills, Independent Living Skills instruction, and teaching the client to take responsibility for their life and what happens to them.

A. Licensed Residential Facilities: Meridian and Hestia

4. Service & Staffing Standards:

The CONTRACTOR shall provide:

- Crisis intervention, and provide access to supportive individual and group counseling as needed
- Supervised morning routine, including medication administration and assistance to access daily rehabilitative activities for residents, as appropriate
- Continuous observation, assessment and supervision
- Food service- three nutritional meals daily and between meal nourishment and snacks. Special diets will be prepared as prescribed by a physician
- Assistance in cleaning personal living quarters and with laundry as needed

- Linkage to the prescribing physician to reduce , as much as possible, the clients dependence on medication and to teach alternative methods of dealing with life stressors
- Encouragement to clients to engage in community based recovery programs.
- Assistance, if needed, in planning, arranging and/or providing transportation to medical, dental, and clinical appointments
- Support transition of clients to least restrictive level of care in conjunction with COUNTY staff
- Support residents to obtain permanent, low cost housing by assisting with Section 8 housing application
- Or encourage staff to participate in training to learn wellness and recovery bases principles and practices.
- Notification, as needed/required to appropriate persons/agencies regarding client needs

5. Service Requirements

CONTRACTOR shall ensure adherence to the following:

A. Service Levels

- Provide adequate and appropriate staff services, twenty-four hours per day to care for clients diagnosed with a severe mental illness, and a safe environment for clients living in the licensed treatment facility.
- Maintain Facility to serve COUNTY referred LPS-conserved clients or COUNTY approved clients

B. Service Authorization

- Services are pre-authorized in writing by the COUNTY. Persons receiving services under this Agreement must receive prior approval of the Humboldt County Deputy Director, Department of Health and Human Services Mental Health Branch or her/his authorized representative.
- CONTRACTOR evaluates potential residents of TRTF and reserves the right to deny placement to any client they feel would not fit into the population or does not meet placement criteria.
- TRTF is not licensed for and will not provide nursing care.
- CONTRACTOR will write reason for refusal and sign authorization form when declining to accept clients for placement in licensed or unlicensed facility.

C. Admission Criteria

- Humboldt County residents receiving services from Humboldt County Health and Human Services Mental Health Branch ages 18-59, ambulatory and diagnosed with a Serious Mental Illness.
- COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR'S facility. All admissions shall be subject to screening procedures and standards mutually agreeable to CONTRACTOR and COUNTY.
- Prior to placement, all residents must have in place some form of medical insurance or provision for medical care and treatments including payment arrangements.

- Licensed residential facilities are drug free environments. Upon admission clients agree to abstain from the use of illegal substances. Community supports such as N.A., A.A and substance abuse counseling are encouraged in conjunction with the treatment program.
- Clients are required to take prescribed medication.

E. Access to Services

Assist COUNTY to assess clients for placement in TRTF facilities.

F. Service Goals

- To minimize inappropriate or unnecessary state and local acute hospitalization to the extent clinically appropriate by providing quality 24-hour services.
- To modify patient's dysfunctional maladaptive behavior patterns and develop daily living skills which will enable them to live in less restrictive, more independent settings.
- CONTRACTOR shall adhere to COUNTY'S individualized client plans to reduce the lengths of stay in order to transition clients to less restrictive levels of care in a timely manner, as appropriate.
- Develop service plans in concert with COUNTY for clients that will include utilization of community resources, referrals to alcohol and other drug treatment programs and mental health services, including individual and group counseling.
- As a result of residing at TRTF, each individual will experience an enrichment of life, which may be evidenced in a variety of ways:
 - Ability to interact in the community in a socially acceptable manner
 - An increased awareness of resources in the community that are available for the resident's information, recreation, transportation and medical/psychiatric care
 - Development of personal hygiene, grooming, and household living skills
 - Ability to attain the greatest degree of independence possible through the use of a comprehensive network of support and community resources.

G. Discharge Criteria

- Client has achieved level of recovery stability as determined by client, caregiver/family member when appropriate, and provider as measured by and including symptom management, recognition of triggers of relapse, active participation in a wellness plan, and identification of a personal support system.
- Client formally declines services, leaves anytime or becomes ineligible.
- All discharges shall be reviewed with, and approved in writing by, the Humboldt County Deputy Director, Department of Health and Human Services Mental Health Branch or her/his authorized representative.

H. Performance Measures

- 90% of clients will complete a Wellness and Recovery Action Plan (WRAP) within the first 90 days of admission, and a copy shall be provided to COUNTY.
- 90% of clients will not be re-hospitalized within 30 days of admission to TRTF.

- CONTRACTOR will have no more than one refusal to admit on consecutive admission request.

I. Reporting

CONTRACTOR shall provide COUNTY with monthly report containing the following information in regard to the prior month. The following data may be reported via invoice or supplemental report, as needed.

1. Documentation of Services Rendered shall include:
 - Client Name
 - Dates of Admission/Discharge
 - Services provided
 - (i.e. Mental Health Services, Case Management, Enhanced Services, Increased Supervision, Independent Living Skills, Rehabilitation, Community Involvement, Medication Management, Vocational Counseling, etc.)
 - Program attendance/participation
 - Identify if client has completed Wellness Recovery Action Plans (WRAP)
2. Documentation of COUNTY client referrals for admission which were denied.
 - Client Name
 - Reasons for declined admission

Reports shall be submitted by the 10th day of the month following the month in which service were rendered.

CONTRACTOR shall provide COUNTY, upon request, with yearly client treatment plans. Plans will be updated on an as needed basis when change in client functioning.

CONTRACTOR and COUNTY understand that additional reporting may be necessary on a weekly, monthly and quarterly basis.

Reports shall be submitted to:

Humboldt County Department of Health and Human Services
Mental Health Branch- Fiscal Services Unit
507 F St.
Eureka, CA 95501

J. Licensing

CONTRACTOR shall maintain current licenses and/or certifications, as follows:

- Community Care licensure and Certificates of Insurance to be submitted to Mental Health Branch.
- Maintain a license to operate residential care facilities in good standing and in accordance with the State licensing regulations as set forth in Title 22, Division 6, Chapters 1, 2 and 3;

- Non compliance with certification requirements may result in immediate de-certification of the facility.
- K. Additional Provisions
- CONTRACTOR will notify COUNTY of any current or anticipated difficulty in providing service, or if the services do not appear to result in the anticipated benefit to the client.
 - Maintain weekly contact with Comprehensive Community Treatment (CCT) Team Lead;
 - Augmented services provided by CONTRACTOR such as extraordinary staffing requests, residents requiring special medical attention waivers or treatments, and other enhanced services may be negotiated on an individual basis.

L. Contractor Policies

TRTF reserves the right to implement that following policies:

- Acceptance and retention of appropriate clients;
- Admission is voluntary. Residents may leave anytime

TRTF will not accept or retain persons:

- With active communicable tuberculosis, staphylococcus or other communicable diseases
- Who would not fit into the population or does not meet placement criteria
- Who are not Humboldt County residents

B. Unlicensed Satellite Housing

4. Service & Staffing Standards:

CONTRACTOR shall:

- Rent apartments singly or in clusters in a single building. Units will be studios or one-bedroom apartments with individual bathrooms, kitchens and storage space for clothing and other personal items.
- Multiple bedroom apartments in which clients share a bathroom and kitchen are also permissible, but each client must have his or her own room, with storage space.
- Notification, as needed/required, to appropriate persons/agencies regarding client needs

A. Service Levels

- A minimum of thirty five (35) COUNTY referred LPS-conserved clients or COUNTY approved clients;

B. Service Authorization

- Services are pre-authorized in writing by the COUNTY. Persons receiving services under this Agreement must receive prior approval of the Humboldt County Deputy Director, Department of Health and Human Services Mental Health Branch or her/his authorized representative.

C. Admission Criteria

- Humboldt County residents receiving services from Humboldt County Health and Human Services Mental Health Branch ages 18-59, ambulatory and diagnosed with a Serious Mental Illness.
- Clients must meet Mental Health Services Act (MHSA) Full Service Partnership (FSP) criterion.
- COUNTY and CONTRACTOR shall work cooperatively to admit clients to CONTRACTOR'S facility. All admissions shall be subject to screening procedures and standards mutually agreeable to CONTRACTOR and COUNTY.
- Clients placed in the scattered site housing units will be able to maintain their activities of daily living, including medication compliance, personal hygiene and daily maintenance of living quarters without the need for twenty-four hour supervision.

D. Access to Services

- Assist COUNTY with triage of Residential Care placements;
- CONTRACTOR monitors clients and immediately notifies COUNTY when client behaviors and/or psychiatric functioning become problematic to the extent that their housing could be in jeopardy.

D. Discharge Criteria

- Residency in unlicensed transitional beds will be limited to twelve to eighteen months. Exceptions may be considered on a month to month basis with approval in writing by the Humboldt County Deputy Director, Department of Health and Human Services Mental Health Branch or her/his authorized representative.
- Client has achieved level of recovery stability as determined by client, caregiver/family member when appropriate, and provider as measured by and including symptom management, recognition of triggers of relapse, active participation in a wellness plan, and identification of a personal support system.
- Client moves to independent housing.
- CONTRACTOR will work with COUNTY to move clients into independent housing as soon as reasonably possible.
- CONTRACTOR may allow client to assume full financial responsibility for client's current housing.
- All discharges shall be reviewed with, and approved in writing by, the Humboldt County Deputy Director, Department of Health and Human Services Mental Health Branch or her/his authorized representative.

F. Termination of Tenancy

- CONTRACTOR will liaison with the landlord and assist the client in remedying any lease violations and in taking such measures as may be appropriate to avoid eviction.
- CONTRACTOR will only seek termination of a client's tenancy as a last resort and after multiple attempts for corrective action. CONTRACTOR will contact and work with Humboldt County Mental Health staff to avoid termination.

G. Service Goals

- Provide the client(s) with the greatest degree of independent living possible, while maintaining stability through a sufficient, comprehensive network of support and community resources.

H. Performance Measures

- CONTRACTOR shall ensure the condition of the housing meets California building code and meets all applicable state and federal regulations at the beginning of placement and as needed.
- CONTRACTOR shall provide the client with a sub-lease or occupancy agreement that is in easily understandable language and maintain a copy of such document as part of the client's file.
- Thirty percent of clients will be allowed by CONTRACTOR to assume responsibility for the primary lease, or assisted to find affordable permanent housing within one year of residency at Unlicensed Satellite Housing.

I. Reporting

CONTRACTOR shall provide COUNTY with monthly report containing the following information in regard to the prior month. The following data may be reported via invoice or supplemental report, as needed.

- CONTRACTOR will maintain a current list of client addresses.
- COUNTY will be notified within five days of client address changes.
- CONTRACTOR will provide landlords with phone numbers that allow them to access Mental Health staff, seven days per week, in order to access supports and services to prevent potential disruptions in housing.

Reports shall be submitted by the 10th day of the month following the month in which service were rendered.

CONTRACTOR and COUNTY understand that additional reporting may be necessary on a weekly, monthly and quarterly basis.

Reports shall be submitted to:

Humboldt County Department of Health and Human Services
Mental Health Branch- Fiscal Services Unit
507 F St.
Eureka, CA 95501

EXHIBIT B

AGREEMENT BY AND BETWEEN
COUNTY OF HUMBOLDT
AND
TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES, INC. (TRTF)
FOR FISCAL YEAR 2010-2011

PAYMENT AGREEMENT

CONTRACTOR shall be paid as follows:

- A. **Licensed Residential Facilities:** Payment for Residential Facilities (Meridian/Hestia) services pursuant to this Agreement shall not exceed Three Hundred Twenty-Three Thousand, Four Hundred Twenty-Two Dollars (\$323,422.00) for the following services:
- Licensed Residential Care/Treatment in Hestia a six (6) bed residential treatment facility and
 - Licensed Residential Care in Meridian a six (6) bed residential care home

B. **Unlicensed Satellite Housing:** Payment for services pursuant to this Agreement shall not exceed Seventy-One Thousand, Eight Hundred Thirty Dollars (\$71,830.00) for the following services:

- Access to thirty five (35) beds in unlicensed satellite facilities

COUNTY will not reimburse CONTRACTOR for any amount that exceeds the maximum specified in this provision for the services described in Exhibit A, Scope of Services. All costs incurred above maximum will be the responsibility of the provider.

If State, Federal or County funding is reduced or eliminated, COUNTY may, by amendment reduce the maximum amount payable under the Agreement.

- Reimbursement for licensed Residential Care/Treatment Facility will be paid monthly at the rate of \$26,951.83 per month.
- Reimbursement for Unlicensed Satellite Housing will be paid monthly at the rate of \$5,985.83 per month.

C. **Utilization:**

- CONTRACTOR will provide roster of clients and bed utilization report for previous month by the 10th of every month.
- CONTRACTOR agrees to notify COUNTY of any vacancies immediately.

D. **Cost Settlement:**

CONTRACTOR shall submit an unaudited end of the fiscal year final cost report summarizing all costs incurred providing services for COUNTY clients during the fiscal year. This will occur no later than ninety (90) days following the close of the fiscal year. Final Cost Report shall meet the specifications of the mandated cost reporting requirements of COUNTY, pertaining to that fiscal year. If it is determined that the cost reported by CONTRACTOR is less than the actual payments made by COUNTY, CONTRACTOR shall reimburse COUNTY for the overpayment.