



COUNTY OF HUMBOLDT

AGENDA ITEM NO.  
**C-14**

For the meeting of: **July 24, 2007**

Date: **July 9, 2007**

To: **BOARD OF SUPERVISORS**

From: **PHILLIP R. CRANDALL, DIRECTOR  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
MENTAL HEALTH BRANCH**

Subject: **AGREEMENT WITH TRANSITIONAL RESIDENTIAL TREATMENT  
FACILITIES INC. (TRTF) FOR FISCAL YEAR 2007 – 2008**

RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve the Service Agreement with Transitional Residential Treatment Facilities, INC for Fiscal Year 2007-2008; and
2. Authorize the Chair to sign the attached Agreement.

SOURCE OF FUNDING:

Mental Health Fund

DISCUSSION:

The Humboldt County Department of Health and Human Services – Mental Health Branch has had an agreement with TRTF for over the past 20-plus years to provide transitional living services for Humboldt

Prepared by Bill Linn, Administrative Analyst II CAO Approval [Signature]

REVIEW:	Auditor <u>[Signature]</u>	County Counsel <u>[Signature]</u>	Personnel _____	Risk Manager <u>[Signature]</u>	Other _____
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TYPE OF ITEM:

Consent

Departmental

Public Hearing

Other \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor **GEIST**

Seconded by Supervisor **SMITH**

And unanimously carried by those members present,

The Board hereby adopts the recommended action contained in this report.

PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

Dated: July 24, 2007  
Kathy Hayes, Clerk of the Board

County resident adults who have been diagnosed with severe mental illness and require varying levels of supervision. TRTF provides residential, case management and other support services which allows for adults to transition from inpatient care to a less restrictive, but supervised setting with the ultimate goal being to transition the individual to independent living.

TRTF operates a six bed residential treatment facility and a six bed residential care home which provides 24-hour supervision of the residents who require higher levels of supervision and care. The contract provides access to thirty-five beds in satellite facilities for those individuals who can maintain in a lower level of supervised care and are moving toward independent living.

FINANCIAL IMPACT:

The maximum value of this agreement is not to exceed \$399,752.00 in fiscal year 2007-2008 and the expenditures and revenues have been accounted in the adopted Mental Health Branch budget. Revenue for these expenditures comes from the State Department of Mental Health Managed Care allocation, Federal Medi-Cal Funding, and State Realignment Funds.

1170-496

OTHER AGENCY INVOLVEMENT:

Humboldt County Public Guardian

ALTERNATIVES TO STAFF RECOMMENDATIONS:

None recommended.

ATTACHMENTS:

Service Agreement and Amendments between Humboldt County and Transitional Residential Treatment Facilities (3 copies).

PC/DW/bl

**AGREEMENT  
BY AND BETWEEN**

**COUNTY OF HUMBOLDT**

**AND**

**TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES (TRTF) INC.**

**FOR FISCAL YEAR 2007 – 2008**

This Agreement made and entered into this 24 day of July, 2007, at Eureka, California by and between Humboldt County, 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 the Department of Health and Human Services – Mental Health Branch desires to provide residential care services to those Humboldt County adult residents with serious mental illness; and

WHEREAS, CONTRACTOR offers these services; and

WHEREAS, COUNTY wishes to obtain services from CONTRACTOR on behalf of clients of the Mental Health Branch.

NOW THEREFORE BE IT AGREED:

1. DESCRIPTION OF SERVICES:

As set forth in Exhibit A, attached here to 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, 2007 and shall continue through June 30, 2008, unless sooner terminated as provided herein.

4. TERMINATION:

A. Non-Allocation of Funds – This Agreement, and the services to be provided hereunder, are contingent on receipt of funds by COUNTY for this program. Should funding be reduced or eliminated, the services provided and payment therefore shall be adjusted accordingly, or this Agreement terminated by giving CONTRACTOR sixty (60) days prior written notice.

B. 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.

C. 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. If termination is initiated by COUNTY, the date of such termination shall be set by consideration for the welfare of the COUNTY's clients/patients and necessary allowance for notification of COUNTY's clients/patients and CONTRACTOR shall be notified as hereinafter provided. COUNTY may terminate this Agreement without cause upon sixty (60) days written notice.

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  
Department of Health and Human Services  
Attention: Mental Health Branch Director  
720 Wood Street  
Eureka, California 95501

CONTRACTOR: Bill Duncan, Executive Director  
Transition Residential Treatment Facilities, INC.  
PO Box 6299  
Eureka, CA 95502-6299

6. ATTORNEY FEE ON BREACH:

CONTRACTOR and COUNTY each agree that in the event of 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 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:

As set forth in Exhibit B, attached here to and incorporated by references.

COUNTY will reimburse CONTRACTOR not to exceed the maximum amount of \$ 399,752.00. All costs incurred above the maximum amount will be the responsibility of the provider, if the provider does not notify COUNTY in writing sixty (60) days prior to the date when CONTRACTOR estimates that the maximum amount will be exceeded.

In order to obtain the continued services of CONTRACTOR, County may adjust the maximum amount through an amendment.

8. NO WAIVER OF DEFAULT:

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 Auditor General for a period of three (3) years after final payment under this Agreement (Government Code 8546.7). CONTRACTOR shall be responsible for obtaining the audit and the audit shall be at CONTRACTOR's expense. CONTRACTOR shall hold COUNTY harmless for any liability resulting from said audit.

10. REPORTING:

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

11. MONITORING:

CONTRACTOR agrees to extend to the Humboldt County Mental Health Branch 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.

CONTRACTOR agrees that all professional level persons employed by CONTRACTOR have met applicable professional licensure requirements pursuant to the WIC 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 is deemed to be made in Humboldt County, California and the parties agree that venue shall be in the courts of Humboldt County, California. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

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 sub contractors 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 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 there under (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 may 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 Branch 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 Branch 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 agency-based services have been provided, CONTRACTOR shall maintain accurate and legible clinical/medical records in accordance with the Humboldt County Mental Health Branch 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 with services were provide, 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 (18<sup>th</sup>) 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:

CONTRACTOR agrees to protect the confidentiality of all patients in conformance with, but not limited to, the California Welfare and Institutions Code, Section 5328 and as appropriate Title 45 of the Code of Federal Regulations, Section 205.50.

22. INSURANCE REQUIREMENTS:

THIS CONTRACT/AGREEMENT SHALL NOT BE EXECUTED BY COUNTY and the CONTRACTOR is not entitle to any rights, unless certificates of insurances, or other sufficient proof that the following provisions have been complied with, and such certificate(s) are files with the Clerk of the Humboldt County Board of Supervisors.

Without limiting CONTRACTOR's indemnification provided herein, CONTRACTOR shall and shall require any of its subcontractors to take out and maintain, throughout the period of this Agreement, the following policies of insurance placed with insurers 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, employees or subcontractors.

A. Comprehensive or Commercial Liability Insurance at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001), in an amount of \$3,000,000 per occurrence. If work involves explosive, underground or collapse risks, XCU must be included. If a general aggregate limit is used, either the general aggregate shall be \$5,000,000. Said policy shall contain, or be endorsed with, the following provisions:

- (1) The COUNTY, its officers, employees and agents, 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, agents, and employees.

- (2) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium to COUNTY by certified mail.
  - (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 insurance policies including breach of warranties, shall not affect coverage provided to COUNTY, its officers, employees, and agents as additional insureds.
- B. Automobile liability insurance with coverage at least as broad as Insurance Services Office form CA 0001 06092, Code 1 (any auto), for vehicles used in the performance of this Agreement with minimum coverage of not less than \$1,000,000 per accident combined single limit (CSL). Such policy shall contain or be endorsed with the provision that coverage shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of premium) to COUNTY by certified mail.
- C. Workers' Compensation and Employer's Liability insurance meeting statutory limits of the California Labor Code which policy shall contain or be endorsed to contain a waiver of subrogation against COUNTY, its officers, agents, and employees and provide for thirty (30) days prior written notice in the event of cancellation.
- D. Professional liability insurance/errors and omission coverage in an amount no less than \$3,000,000 combined single limit (CSL). If insurance is written on a claim made basis, CONTRACTOR agrees to maintain such insurance in effect for at least three (3) years following completion of performance under this Agreement.
- E. Environmental Impairment Liability coverage appropriate for the hazardous materials/waste activity contemplated in the agreement. One million dollars

(\$1,000,000) per claim; and two million dollars (\$2,000,000) annual aggregate. The retroactive date (if any) is to be no later than the effective date of this agreement.

- (1) The policy shall not be canceled or materially reduced in coverage without thirty (30) days prior written notice (10 days for non-payment of the premium) to COUNTY by certified mail.
- (2) 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.

F. 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 shall notify CONTRACTOR in writing and CONTRACTOR shall have thirty (30) days from the date of written notification to cure such lapse to COUNTY's reasonable satisfaction. If CONTRACTOR does not cure such lapse, COUNTY may, in addition to other remedies under this Agreement, suspend or terminate this Agreement. All coverages shall be with insurance carriers acceptable to COUNTY.

23. HOLD HARMLESS/INDEMNIFICATION AGREEMENT:

Pursuant to Government Code section 895.4, the parties to this Agreement shall indemnify, defend and hold harmless the other parties hereto and their officers, agents, and employees, from any and all claims, demands, losses, damages, and liabilities of any kind or nature, including attorney's fees, which arise by the virtue of its own acts or connection with its duties and obligations under this Agreement and any amendments hereto.

Acceptance of insurance 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 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 interview 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 County Department of Health and Human Services or his/her 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 Mental Health Branch Director and CONTRACTOR.

26. DRUG FREE WORKPLACE CERTIFICATION:

By signing this Agreement, CONTRACTOR hereby certifies that CONTRACTOR will comply with 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 nor, (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 TABACCO 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 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 Branch 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 opening 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 Mental Health Branch Director of COUNTY, 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 to unwillingness to pay may bar services (except in emergencies) following consultation with COUNTY. COUNTY agrees to provide training in the determination to pay.

33. EQUIPMENT:

- A. Title to nonexpendable personal property acquired with COUNTY, State and/or Federal funds while a subcontractor in the operation of the COUNTY Mental Health Program shall be vested with the COUNTY. CONTRACTOR shall notify COUNTY within 30 days of acquisition should the equipment be purchased during the term of this Agreement. Should the purchase of a vehicle occur, title to the vehicle shall stay with COUNTY but CONTRACTOR will be obligated to register the vehicle and pay the appropriate fees until the vehicle is returned to the possession of the COUNTY. Such COUNTY owned equipment replaced by CONTRACTOR shall revert to COUNTY Purchasing Agent.
- B. Upon termination of this Agreement, and if no superseding agreement is executed by CONTRACTOR and COUNTY, CONTRACTOR agrees to return said equipment to COUNTY within thirty (30) days of termination.

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 Branch Director.
- B. The final admission decision shall rest with CONTRACTOR.

- C. If admission is denied, the Humboldt County Mental Health Branch 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, sex, national origin, or physical or mental disability.
  
- E. In recognition of the fact that clients are referred by Humboldt County Mental Health Branch and that Humboldt County Mental Health Branch 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.

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

ATTEST:

KATHY HAYES  
Clerk of the Board of Supervisors of the  
County of Humboldt, State of California  
By:

Nicole Turner

COUNTY OF HUMBOLDT

Bonnie Feely  
Chair, Board of Supervisors

APPROVED AS TO LEGAL FORM:

[Signature]  
County Counsel

CONTRACTOR

Chris Hunt  
Name

APPROVED AS TO ACCOUNTING  
FORM:

Michael J. Giarne  
Auditor-Controller

President  
Title

APPROVED AS TO INSURANCE:

Kimberly A. W.  
Risk Manager

Don Baltzley  
Name  
Vice President  
Title

[Two corporate officers must sign.]



## EXHIBIT A

### AGREEMENT BY AND BETWEEN COUNTY OF HUMBOLDT AND TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES (TRTF), INC. FOR FISCAL YEAR 2007 – 2008

#### Scope of Services

Transitional Residential Treatment Facilities, (TRTF) Inc., operates one six bed, short term residential treatment facility named Meridian, one six bed adult residential care home named Hestia, and thirty-five satellite beds. TRTF offers a multi-tier treatment program that moves the client toward independent living through group activities 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. The facilities are all co-ed and all persons seeking admission shall be between the ages of 18 – 59, ambulatory and suffering from a serious mental illness. The length of stay varies between programs and the specific needs of the client.

Residential programs will be staffed twenty-four hours a day. Duties include security of the residents and facility, crisis intervention, supervising morning routing, and providing supportive individual and group counseling as needed.

Meridian is alcohol and drug free. Upon admission clients agree to abstain from the use of these substances. N.A., A.A., and substance abuse counseling are encouraged in conjunction with the treatment program.

Taking medication as prescribed is required. TRTF works with the client to reduce as much as possible, the client's dependence on medication and to teach alternative methods of dealing with life stressors. TRTF does not advocate the elimination of all medications, but support the reduction to minimum therapeutic levels whenever possible, working closely with the prescribing physician to achieve this goal.

TRTF agrees that all forty-seven (47) beds referred to above shall be made available to the COUNTY for the benefit of COUNTY patients, and agrees to provide treatment services as described below, to all COUNTY patients placed in its facilities. The services TRTF will provide for fiscal year 2007-2008 specifically are:

**CONTRACTOR shall offer the following services to COUNTY clients as appropriate.**

- Lodging
- Food Service – Three nutritional meals daily and between meal nourishment and snacks. Special diets will be prepared as prescribed by a physician

- Assistance in meal planning and preparation as needed for residents in satellite facilities
- Laundry facilities and assistance as needed
- Assistance in cleaning personal living quarters as needed
- Assistance, if needed, in planning, arranging and/or providing transportation to medical, dental, and clinical appointments
- A service plan that will include utilization of community resources
- Notification, as needed/required to appropriate persons/agencies regarding client needs
- Continuous observations, assessment, and supervision
- Client advocacy, as needed
- Case management services

### **Contractor Policies**

TRTF reserves the right to implement the following policies with regard to its residential clients:

- Acceptance and retention of appropriate clients;
- Admission to a TRTF program is voluntary. Residents may leave anytime; and
- TRTF will not admit persons who are not Humboldt County residents

TRTF will not accept or retain persons:

- With active communicable tuberculosis, staphylococcus or other communicable diseases;
- Who required inpatient care in a health facility;
- Who require more care and supervision than is provided by the facility; or
- Who have needs, which are in conflict with other clients or the program services offered.

TRTF is not licensed for and will not provide nursing care.

**CONTRACTOR shall offer the above described services to the following client population(s) only:**

- Humboldt County residents receiving services from Humboldt County Department of Health and Human Services – Mental Health Branch, ages 18 – 59, ambulatory and suffering from a serious mental illness.

**These services are expected to benefit the client(s) in the following way(s):**

- 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.

**CONTRACTOR shall provide COUNTY with reports documenting the services rendered on a monthly basis. CONTRACTOR will notify COUNTY of any current or anticipated difficulties providing services, or if services do not appear to be providing the anticipated benefits to the client.**

Reports shall be submitted by the 10<sup>th</sup> day of the month following the month in which services were rendered. Reports shall be submitted to:

Humboldt County Department of Health and Human Services  
Mental Health Branch  
Attention: Fiscal Services  
720 Wood Street  
Eureka, CA 95501

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

- Community Care Licensing and certificates of insurance.

Current copies will be kept on file with Department of Health and Human Services – Mental Health Branch Administration.

**EXHIBIT B**

**AGREEMENT BY AND BETWEEN  
COUNTY OF HUMBOLDT  
AND  
TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES, INC. (TRTF)  
FOR FISCAL YEAR 2007 – 2008**

**PAYMENT AGREEMENT**

Payment for services pursuant to this Agreement shall not exceed \$399,752.00 per fiscal year for the following services:

- Residential Care/Treatment in Hestia a six bed residential treatment facility
- Residential Care in Meridian a six bed residential care home
- Access to 35 beds in satellite facilities
- Case management services

COUNTY will not reimburse CONTRACTOR for any amount that exceeds the maximum specified in this provision. 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. 4A

As compensation for full and complete performance of all services as described in Exhibit A, CONTRACTOR shall be paid as follows in Fiscal Year 2007/2008:

<u>Month</u>	<u>Amount</u>
July 2007	\$44,771
August 2007	\$32,271
September 2007	\$32,271
October 2007	\$32,271
November 2007	\$32,271
December 2007	\$32,271
January 2008	\$32,271
February 2008	\$32,271
March 2008	\$32,271
April 2008	\$32,271
May 2008	\$32,271
June 2008	\$32,271

CONTRACTOR agrees that it will not reduce the number of beds available to County, or otherwise change or reduce the level of services available to COUNTY, without

providing at least 30 calendar days advance notice to COUNTY. If agreed upon services become unavailable or are reduced, whether with or without notification and approval by COUNTY, monthly payment amounts will be reduced up to the maximum amounts as outlined below, depending on the services not being provided to the COUNTY's reasonable satisfaction:

**B-1: Residential Care/Treatment in Hestia, a six bed facility and Meridian, a six bed facility:**

Payment to CONTRACTOR shall be reduced by \$2,017.00 per bed, per month, for each bed that becomes unavailable to the COUNTY in either facility, up to a maximum amount of \$12,102.00 per facility, per month.

**B-2: Satellite Placements up to 35 beds:**

Payment to CONTRACTOR shall be reduced by \$110.00 per bed, per month for each bed that becomes unavailable to the COUNTY up to a maximum amount of \$3,872.00 per month.

**B-3: Case Management Services:**

Payment to CONTRACTOR shall be reduced by \$89.75 per person, per month when case management services are unavailable to residents placed by COUNTY, up to a maximum amount of \$4,195.00 per month.

TRANSITIONAL RESIDENTIAL  
TREATMENT FACILITIES INC  
BUDGET  
FY 2007-2008

SALARIES AND  
BENEFITS

Salaries	\$	317,074.00
Health Insurance	\$	24,000.00
Unemployment Insurance	\$	6,752.00
F.I.C.A.	\$	23,737.00
Workers Comp	\$	12,890.00

**TOTAL SALARIES AND  
BENEFITS**

**\$ 384,453.00**

Food	\$15,000.00
Household Expense	\$9,503.00
Insurance	\$13,620.00
Maintenance	\$5,000.00
Miscellaneous	\$1,836.00
Office	\$3,000.00
Professional Expense	\$5,770.00
Rent	\$154,980.00
Client Transportation	\$15,520.00
Utilities and Communication	\$40,000.00
Recreation	\$1,000.00
Staff Development	\$8,335.00
Equipment	\$1,655.00
<b>TOTAL OPERATING EXPENSES</b>	<b>\$275,219.00</b>

Client Fees	\$259,920.00
County Contract	\$399,752.00
<b>TOTAL INCOME</b>	<b>\$659,672.00</b>

**TOTAL BUDGET \$ 659,672.00**

BROKER COPY

NH

**STATE  
COMPENSATION  
INSURANCE  
FUND**

P.O. BOX 420807, SAN FRANCISCO, CA 94142-0807

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

ISSUE DATE: 08-14-2008

 GROUP:  
 POLICY NUMBER: 1534518-2008  
 CERTIFICATE ID: 3  
 CERTIFICATE EXPIRES: 08-10-2007  
 08-10-2008/08-10-2007

 COUNTY OF HUMBOLDT  
 DEPT OF HEALTH & HUMAN SERVICES  
 720 WOOD ST  
 EUREKA CA 95501-4413

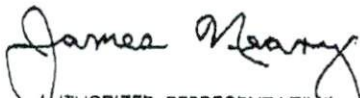
NH

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

  
 AUTHORIZED REPRESENTATIVE

  
 PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: \$1,000,000 PER OCCURRENCE.

ENDORSEMENT #2085 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 08-10-2004 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

 ENDORSEMENT #2570 ENTITLED WAIVER OF SUBROGATION EFFECTIVE 2008-08-14 IS ATTACHED TO AND FORMS A PART OF THIS POLICY. THIRD PARTY NAME:  
 COUNTY OF HUMBOLDT

EMPLOYER

 TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES,  
 INC. (A MUTUAL BENEFIT NON PROFIT CORP)  
 PO BOX 8288  
 EUREKA CA 95502

(REV. 2-05)

 [B10,NA]  
 PRINTED : 09-14-2008

# ACORD CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER**  
 REHABILITATION & RECOVERY INSURANCE AGENCY, INC.  
 22 BATTERY STREET, SUITE 503  
 SAN FRANCISCO, CA 94111  
 PHONE :415-956-2130/FAX : 415-956-2944

Serial # 100516

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS; UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**  
 TRANSITIONAL RESIDENTIAL TREATMENT FACILITIES, INC.  
 P.O. BOX 6299  
 EUREKA, CA. 95502-6299

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: MARKEL INSURANCE COMPANY	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

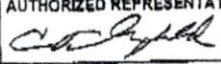
**COVERAGES**  
 THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDITIONAL INFO	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	8502SS298338	6/10/07	6/10/08	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A		<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	1002SS298339	6/10/07	6/10/08	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A		<b>EXCESS/UMBRELLA LIABILITY</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$	4602SS298365	6/10/07	6/10/08	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$ \$ WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$
B		<b>OTHER</b> <b>PROFESSIONAL LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	LS034667	08/23/06	08/23/07	\$1,000,000 - PER OCCURRENCE \$3,000,000 - AGGREGATE

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS  
 THE COUNTY OF HUMBOLDT, ITS OFFICERS, EMPLOYEES AND AGENTS ARE NAMED AS ADDITIONAL INSURED AS THEIR INTEREST MAY APPEAR REGARDING OPERATIONS OF THE NAMED INSURED (SEE ATTACHED CG-2026)

\*10 DAY NOTICE OF CANCELLATION FOR NON-PAYMENT OF PREMIUM.

**CERTIFICATE HOLDER**  
 HUMBOLDT COUNTY, DEPT OF HEALTH & HUMAN SERVICES, MENTAL HEALTH BRANCH  
 720 WOOD STREET  
 EUREKA, CA 95501

**CANCELLATION**  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL \*30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES  
 AUTHORIZED REPRESENTATIVE  




POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY  
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - DESIGNATED  
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
Humboldt County, Dept. of Health & Human Services, Mental Health Branch
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.