



REQUEST FOR INFORMATION

RFI Number: 16-78018-000
“Statewide Transitional Residential Program Services”

January 31, 2017

You are invited to review and respond to this Department of State Hospitals (DSH) Request for Information (RFI).

DSH is seeking to better understand the marketplace and the potential Contractor pool for a Statewide Transitional Residential Program that would be directly contracted by DSH's Forensic Conditional Release Program Operations.

1. DESCRIPTION OF SERVICES

A. Definition/Background/Purpose

1) Definition

The Statewide Transitional Residential Program (STRP) is a 90-120 day residential treatment service contracted by the DSH for Forensic Conditional Release Program (CONREP) Patients. An STRP program is comprised of a Board and Care facility licensed as a non-medical Community Care Facility operated in conjunction with a structured psychiatric residential treatment program.

2) Background

DSH, CONREP provides supervised treatment and monitoring for 600-700 individuals discharged from DSH hospitals on conditional release. A vital component to providing outpatient mental health treatment is for the DSH to have adequate supervised residential treatment facilities for individuals to transition from inpatient treatment to community based treatment. In Fiscal Year 2013/14 CONREP programs had a total of 48 beds in our STRP system, but loss of a significant contractor reduced the total to 17 beds in Fiscal Year 2015/16. Simultaneously, rising real estate values have reduced the number of board and care beds available to DSH CONREP Patients.

The CONREP population includes: Not Guilty by Reason of Insanity (Penal Code (PC) 1026), Mentally Disordered Offenders (both PC 2964 parolees who have served a prison sentence and PC 2972 who are civilly committed for at least one year after their parole period ends), felony Incompetent to Stand Trial (PC 1370, court approved outpatient placement in lieu of state hospital placement), Mentally Disordered Sex Offenders (MDSOs) (Welfare and Institutions Code (WIC) 6316), and Sexually Violent Predators (SVPs) (WIC 6604). Most individuals in the CONREP program have experienced lengthy state hospitalizations. Once psychiatric symptoms have been stabilized and they are considered no longer to be a danger, the DSH medical director recommends eligible inpatients to the courts for outpatient treatment under CONREP. Patients must agree to follow a treatment plan designed by the outpatient supervisor and approved by the committing court. As specified in PC 1600-1615 and 2960-2972, the CONREP Community Program Director, with the approval of local courts (or, in the case of MDOs, the Board of Prison Hearings), controls the movements of cases within the above legal categories from State Hospitals to community outpatient settings.

The court-approved treatment plan includes provisions for involuntary outpatient services. In order to protect the public, outpatients who do not comply with treatment may be returned, upon court approval, to inpatient status. CONREP Patients have direct access to an array of mental health services during their period of outpatient treatment. These services include individual and group therapies, collateral contacts (e.g., other individuals/ agencies), home visits, substance abuse screenings and psychological assessments. DSH has developed performance standards for these services which set minimum treatment and supervision levels for individuals court-ordered to CONREP. Evaluations and assessments are done during the period of state hospitalization, upon entry into the community, and throughout CONREP treatment.

It is essential DSH provide housing to patients which are deemed ready for release, making beds available for those with severe mental health needs. DSH typically has a back log of patients waiting in jails and other programs for admittance into DSH State Hospitals.

3) Purpose

The DSH is seeking to better understand the marketplace and the potential bidder pool for additional STRP vendors, in anticipation of expanding the STRP program.

B. Services Needed:

The CONREP Operations is seeking proposals for an STRP services for 11 beds in the Sacramento, Napa, and/or Bay Area in all of the following categories:

- Board and Care facility only;
- Clinical Services only; or
- A combination Board and Care facility and Clinical Services provider.

1) Board and Care Facility Only¹

In addition to the requirements set forth in the CONREP Policy & Procedure Manual, Section 1370 – Specialty Treatment Program (**Attachment 1**) and the Department of Social Services, Community Care Licensing Division's Manual of Policies and Procedures, Title 22, Division 6, Chapter 6 (**Attachment 2**); the following services are required:

- a) Providing patient meals in accordance with the USDA Basic Food Group Plan-Daily Guide for the age group being served;
- b) Safeguarding of patient cash resources, valuables, and personal property;
- c) Monitoring of diabetic residents with insulin shots as appropriate;
- d) Schedule and provide transportation for the following:
 - i. Medical/dental appointments;
 - ii. Skills building exercises; and
 - iii. Recreational activities.

2) Clinical Services Only

In addition to the requirements set forth in CONREP Policy & Procedure Manual, Sections 1340 – Required Services (**Attachment 3**) and 1370 – Specialty Treatment Program (**Attachment 1**), the following services are required:

- a) Assisting with applying for Medi-Cal, SSI/SSDI, CalFresh, County General Assistance, Veterans Benefits, etc.;
- b) Supervising outings to community events, shopping, and recreational activities as appropriate;

¹ Please note that the DSH would prefer a licensed Board and Care facility; however, the DSH will consider an unlicensed facility as long as it is in the process of obtaining a license from the Department of Social Services' Community Care Licensing Division and the license is received within 12-18 months from the date of the contract award.

c) Teaching basic living skills, including but not limited to:

- i. Nutrition;
- ii. Money management;
- iii. Personal hygiene;
- iv. Medication compliance;
- v. Drug and alcohol prevention;
- vi. Using public transportation;
- vii. Keeping a clean living space; and
- viii. Collateral contact and collaboration on treatment planning with the CONREP program of responsibility.

3) Combined Board and Care facility and Clinical Services²

In addition to the requirements set forth in CONREP Policy & Procedure Manual, Section 1340 – Required Services (**Attachment 3**); Section 1370 – Specialty Treatment Program (**Attachment 1**); and the Department of Social Services' Community Care Licensing Division's Manual of Policies and Procedures, Title 22, Division 6, Chapter 6 (**Attachment 2**); the following services are required:

- a) All services listed in numbers 1) and 2) above.

2. RFI REQUIREMENTS

A. Documentation Needed:

Please submit the following items if interested:

- 1) Proof of Board and Care Licensure (if applicable),
- 2) The location and capacity of the proposed facility;
- 3) A description of the services you are interested in/are currently providing;
- 4) A description of populations served by your facility or agency currently or in the past;
- 5) Mission statement; and
- 6) A synopsis of service history for your agency or organization.

3. RESPONDING TO THIS REQUEST FOR INFORMATION

A. Submission of Responses:

All responses must be submitted via e-mail to elizabeth.mccord@dsh.ca.gov and nate.gillenr@dsh.ca.gov or via Mail Delivery, Hand Delivery, or Overnight Delivery to:

Department of State Hospitals
Attention: Elizabeth McCord
1600 9th Street, Room 101
Sacramento, CA 95814

² Please note that the DSH would prefer a licensed Board and Care facility; however, the DSH will consider an unlicensed facility as long as it is in the process of obtaining a license from the Department of Social Services' Community Care Licensing Division and the license is received within 12-18 months from the date of the contract award.

B. General Considerations:

All hard copy responses should be prepared in the least complicated method and should be bound with binder-clips or paper clips, NO staples (no covers, no spiral bindings, etc.). All pages in the bid must be standard 8.5" x 11" paper, except charts, diagrams, etc., which may be foldouts. If foldouts are used, the folded size must fit within the 8.5" x 11" format. Double-sided printing is preferred.

C. Confidentiality:

Upon the conclusion of the RFI process, all documents submitted in response to this RFI will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code section 6250, et seq.) and subject to review by the public. Should a respondent desire to keep any or all components of their response to this RFI confidential, the respondent would need to obtain a protective order from a court of competent jurisdiction.

4. DEPARTMENTAL CONTACT

Elizabeth McCord
Department of State Hospitals
Administrative Services Division
1600 9th Street, Room 101
Sacramento, CA 95814
Email: Elizabeth.McCord@dsh.ca.gov
Phone: (916) 651-3178

5. ATTACHED DOCUMENTS

- Attachment 1** CONREP Policy & Procedure Manual, Section 1370 – Specialty Treatment Program
- Attachment 2** Department of Social Services' Community Care Licensing Division's Manual of Policies and Procedures, Title 22, Division 6, Chapter 6
- Attachment 3** CONREP Policy & Procedure Manual Sections 1340. – Required Services
- Attachment 4** Sample Scope of Work and Budget Detail for a Board and Care Facility provider
- Attachment 5** Sample Scope of Work and Budget Detail for a Clinical Services provider
- Attachment 6** Sample Scope of Work and Budget Detail for both Board and Care Facility and Clinical Services Provider
- Attachment 7** Sample Contract Terms and Conditions

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SPECIALTY TREATMENT PROGRAM

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CONREP POLICY AND PROCEDURE MANUAL

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STATEWIDE TRANSITIONAL RESIDENTIAL PROGRAM [STRP]

Definition

The Statewide Transitional Residential Program (STRP) is a 90-120 day residential treatment service directly contracted by CONREP Operations for use by the CONREP Programs. A STRP program is licensed as a non-medical Community Care Facility that provides a highly structured psychiatric residential program. There are three programs available throughout California: 1) Gateways Satellite in Los Angeles; 2) Northstar Program in Stockton; and 3) Southpoint Program in El Cajon.

Purposes

STRP programs were developed to assist specific CONREP patients transition from the forensic state hospital to the community. Service duration is typically three months and should not exceed 120 days. These programs provide patients an opportunity to learn and demonstrate appropriate community living skills in a controlled 24-hour supervised setting before they are placed into community sites. This allows the CONREP program to assess the—patient's level of functioning with regard to taking medications, handling interpersonal relationships appropriately and remaining substance free.

In cases involving community referrals, if patients experience difficulty adjusting or coping in the community, they may be placed in a STRP in lieu of rehospitalization. The STRP program allows these patients to benefit from a structured review of CONREP expectations and to restabilize when they exhibit increases in psychiatric symptoms (decompensation) or treatment noncompliance. In these circumstances, the STRP can serve as a graduated intervention short of rehospitalization.

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STATEWIDE TRANSITIONAL RESIDENTIAL PROGRAM [STRP]

Population

The primary populations to be served are severely mentally disabled patients, including MDOs (PC2964 or PC2972) and patients found Not Guilty By Reason of Insanity (PC1026). Other commitment types such as Incompetent to Stand Trial (PC1370), Mentally Disordered Sex Offenders (Former WIC6300), and Sexually Violent Predators (WIC6600) require the prior approval of CONREP Operations before they may be accepted into an STRP.

Referral Information

Each CONREP program is responsible for referring patients to any of the three STRP program sites. The referring CONREP program is responsible for providing the following information to the STRP upon referral.

- * MH 5628 Referral Face Sheet and required documents;
- * Summary Information indicating purpose of referral;
- * CONREP Terms and Conditions of Outpatient Treatment (MH 7018);
- * Original Letter of Designation
- * Most recent Wellness and Recovery Plan;
- * Social Services Discharge Summary (MH 5741C);
- * Medication Record (preferably for the past year);
- * MH 1740 Initial Clinical Risk Focus, completed by the referring CONREP for use by the STRP personnel to identify early signs of high risk behavior for purposes of development of relevant treatment plans by the STRP;
- * Last two Quarterly CONREP Reports and most recent Annual Case Review, if available, for community referrals; and
- * A STRP may require other information upon referral based on licensing and/or other requirements.

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Admission Approval

Acceptance of the patient into a particular STRP is the decision of the STRP program. In most instances, the STRP will require an interview with the patient prior to making that decision. This can be accomplished by telephone or through a face-to-face interview in the patient's current setting.

The CONREP program should make no promise to the court, state hospital staff or the patient concerning the patient's acceptability for one of the STRPs until they have received approval for the patient's placement from the STRP. CONREP programs should also work closely with courts and the Board of Prison Terms regarding an STRP placement, including notification that the patient has been screened and accepted, as well as the approximate timeline for placement.

Emergency Placements

Emergency placement into a STRP, whether as a result of a court order or a community referral, requires CONREP to work closely with the STRP ensure bed availability. It is also important that other patients awaiting STRP placement are not deferred, as a result of the emergency placement. To accomplish this, a CONREP program may need to inquire at other STRP programs regarding bed availability.

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Placement Information

Prior to placement of the patient into an STRP program, the referring CONREP program shall provide the following information to the STRP:

- * Copy of Court Order or DSH Certification for outpatient treatment (Form MH 1787);
- * Designation letter from CONREP Program Director; and
- * Signed copy of the Terms & Conditions of Outpatient Treatment

Other material may be required by an individual STRP program prior to or at the time of admission to the program.

Transportation

CONREP programs are responsible for arranging and funding transportation to the STRP upon admission and from the STRP upon discharge. The STRP programs are responsible for arranging and funding transportation only when a patient requires rehospitalization into a state hospital or for any STRP program services.

Programming

The STRP programs are designed to treat CONREP patients through a psycho-educational process over a 90-day period. Treatment services should be developed that allow the STRP to perform those services within the time frame allotted and should be focused on behavioral indicators that can be observed and assessed. Within three (3) weeks of placement, the Clinical Director develops a treatment plan targeting areas of observable behavior related to decompensation/assault as noted in the Initial Clinical Risk Focus form MH 1740

An additional 30 days may be added to the patient's stay based on progress towards achieving those behavioral criteria established by the STRP.

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Programming (cont.)

Treatment should focus on such issues as anger management, medication education and compliance, daily living skills training, symptom management, substance abuse education and social skills training. The treatment plan developed based on this focus should be geared toward continuation by the referring CONREP program. Any long-term treatment issues should be deferred until the patient is placed into his/her community and should be addressed by the referring program.

Treatment Services

STRP is a Community Outpatient Treatment Level of Care. STRPs and referring CONREP programs will provide, at a minimum, the core service standards for each patient. Core treatment services for individual contacts, group contacts, substance abuse screenings and a monthly collateral contact via telephone are provided by the residential treatment staff. One home visit during the patient's stay, one collateral visit via telephone per month and Annual Case Reviews are provided and should be reported by the CONREP program of commitment.

Specific requirements for Core Service Standards to be provided within STRP programs are detailed below. For more information on the Level of Care and Core Service definitions, please refer to **Section 1340: CORE SERVICES** of this manual

STRP Core Service Standards

Residential Individual Contacts

The two Residential Individual Contacts required each month should focus on assessment of a patient's level of risk and progress in the program. Individual sessions are provided by the treating clinician in the STRP and are documented according to the Policy and Procedures set forth by the specific STRP.

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STATEWIDE TRANSITIONAL RESIDENTIAL PROGRAM [STRP]

STRP Core Service Standards (cont.)

Residential Individual Contacts (cont.) The first session following admission should provide an assessment of the patient's presenting issues, current functioning and a description of the reasons for the referral. Within a week of admission, the clinician shall have developed a treatment plan that sets forth the goals and objectives for the specific patient.

Residential Group Activity The Residential Group Activity standard is 10 contacts per month. Group contacts will address a range of psycho-educational treatment topics. These will include, but not be limited to, understanding and managing of medications, anger management, basic independent living skills training, and substance abuse programs. Patients will be assigned to groups according to the individual treatment plan. Other activities will focus on community integration (shopping, taking a bus) and recreational activities. A schedule of all groups and activities will be published on a weekly basis.

Residential Collateral Contact The Residential Collateral Contact standard is two contacts per month, one each by the STRP and by the CONREP program of commitment. CONREP programs are expected to maintain telephone contact at a minimum of once per month with the STRP staff for joint planning around present and future treatment. This contact is considered the Collateral Contact to meet the minimum Core Service Standard. Both the CONREP program and the STRP should record this contact in their respective records and each shall enter the telephone contact into the CONREP data system to meet the twice per month requirement.

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STRP Core Service Standards (cont.)

Home Visit

The CONREP program of commitment is expected to visit the patient at least once during the patient's stay in the STRP and to document that visit. This visit serves as the Home Visit required of the CONREP program over the period of time the patient is in the STRP.

Substance Abuse Screening

The STRP will do weekly Substance Abuse Screenings, as required for Core Services. This should be done at both scheduled and unscheduled times, including periodically after the patient has been on an unescorted community outing.

Annual Case Review

It is the responsibility of the CONREP program of commitment to conduct the patient's Annual Case Review should that fall due during the stay in the STRP.

Room Searches

The STRP is expected to do room searches to ensure that patients do not possess prohibited materials or weapons. These searches should be documented in the patient record.

Medications

The Psychiatric Practices Guidelines apply to the STRP. When major changes are made to a patient's medications, a consultation should be conducted, whenever possible, with the referring program around the suggested change, prior to instituting it.

Documentation

Program Responsibility

STRP will follow the guidelines established for CONREP programs for purposes of documentation. Quarterly and Annual Reports, however, will be the responsibility of the referring CONREP program.

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STATEWIDE TRANSITIONAL RESIDENTIAL PROGRAM [STRP]

Documentation (cont.)

Revocation or Rehospitalization

When a patient requires revocation or rehospitalization, the STRP staff must file the appropriate documentation with the committing court or the parole agent, as well as the state hospital to which the patient is sent. In addition, the STRP clinician shall be responsible to testify at the court hearing or the Board of Prison Term Hearing for MDO Parolees, as required.

Bi-monthly Summaries

The STRP program will write summaries at least twice a month on each patient in its care and fax the summary to the referring CONREP and to CONREP Operation's STRP liaison. This summary should provide an update to the referring program indicating the progress toward meeting the criteria for transition to the community. It should address involvement in individual and group therapy, interaction level with peers and staff, conflict resolution, progress in substance abuse education, and medication compliance, where appropriate.

Discharge Summary

A discharge summary will be developed for each patient who leaves the STRP, regardless of type of discharge. This summary should briefly indicate the reason for the placement with reference to the controlling offense, the goals and objectives set for the patient, how well the patient progressed in achieving those goals and the final disposition of the patient.

STRP Policy and Procedures

Each STRP shall develop policies and procedures concerning the Core Service Standards and other requirements indicated above for inclusion into the STRP's own Policy and Procedure Manual.

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**Relationships with Local Law
Enforcement & Parole Agencies**

The STRP staff should develop relationships with the local law enforcement and parole agencies. Law enforcement contacts are important to facilitate the safe and effective return of patients to the state hospital and to respond when dangerous situations develop with a patient.

Parole agents have final responsibility for any MDO parolee who resides in the STRP. Therefore, the STRP staff needs to develop an understanding about mutual roles and responsibilities for each MDO parolee placed. The program should cultivate the relationship with the parole agent at the time the parolee is placed into the STRP.

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STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

A. PROGRAM PHILOSOPHY

All aspects of the program reflect implementation of an overall philosophy, which is consistent with the CONREP program philosophy detailed in the CONREP Policy and Procedure Manual.

B. ORGANIZATIONAL STRUCTURE

1. An Organizational Chart exists that reflects lines of authority and staff roles.
2. Program and Clinical Responsibility are clearly assigned and evident to all program staff.

C. CLINICAL STAFF

1. Clinical staff are licensed or have a waiver of license to perform clinical functions.
2. Program staff have degrees, certificates, training, or experience qualifying for the performance of the individual and group sessions that they are required to perform.
3. Program staff reflects the ethnic and language diversity of population expected to be served.
4. Program staff demonstrates an ability to function as an effective interdisciplinary team and communicate effectively.
5. Clinical supervision is accessible to and utilized by all staff.

D. POLICY AND PROCEDURE COMMUNICATION

1. The program has developed written internal policies and procedures that are consistent with those issued by DSH and maintains a local program policy and procedure manual. This program manual contains documentation of the following procedures:
 - a. Referral procedures to the STRP, including the information and paperwork which a referring CONREP must provide for a successful referral to the STRP;
 - b. Process for evaluating a potential patient's readiness for the STRP;

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STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

D. POLICY AND PROCEDURE COMMUNICATION (cont.)

- c. Development and implementation of a treatment plan, including procedures updating it to reflect any significant changes (significant changes in medication, therapeutic involvement with patients' significant others, compliance issues, overnight patient visits outside the STRP program, extension of the patient's program stay, etc.);
 - d. Revocation/Rehospitalization procedures including specific agencies, names and telephone numbers of persons to be contacted to facilitate this process;
 - e. Plan for operationalizing the 90-day treatment structure with 30-day extension criteria.
2. Copies of the Penal Code, the CONREP Policy and Procedure Manual, and State Forensic Information Letters are easily available, kept up to date and are used by program staff.
 3. Staff administrative meetings are held periodically and are documented.
 4. A procedure exists to provide all new staff with orientation to CONREP (including, but not limited to the CONREP philosophy, state policy and procedures, and appropriate statutes).

E. CLINICAL PROCEDURES

1. CONREP Program Referrals

- a. Criteria exist for Admission, Discharge (including 90-day stay and 30 day extension) and Revocation/Rehospitalization;
- b. Procedures for tracking CONREP Program referrals have been established with prioritization for filling beds when Program is operating at capacity;
- c. CONREP Referral file exists for each CONREP patient referred; and
- d. Program demonstrates effective working relationships with various CONREP Programs.

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STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

E. CLINICAL PROCEDURES (cont.)

2. Program Schedule

- a. Program has a daily schedule of events published at least a week in advance. This schedule reflects the various types of group and activities that will take place during the week; and
- b. Groups and activities are directed to meet treatment needs of current population. Variety of Focused Psychoeducational Groups including medication management, anger management, basic independent living skills training, substance abuse programs, etc. Groups have a specific focus and patients assigned according to their need.

3. Core Services

- a. Treatment services are of the type and frequency to meet Core Service Requirements for STRP; and
- b. An effective system exists to monitor the provision of core services.

4. Community Relationships

Effective relationships with local parole and law enforcement agencies exist.

5. Confidentiality

- a. Patient records are maintained in a secure location to protect confidentiality;
- b. Procedures exist for the protection of patient confidentiality and release of information; and
- c. Notices of Confidentiality (MH 1711) are on file for all staff who receive or handle any confidential information.

6. Other Patient Rights and Responsibilities

- a. Staff is aware of situations that present a Duty to Warn when confidentiality does not apply;
- b. Procedures are established for patient access to records and a Statement of Access to Record procedure is posted;

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STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

E. CLINICAL PROCEDURES (cont.)

- c. Staff is aware of necessary actions if a patient is in possession of a dangerous weapon, according to legal class;
- d. Program compliance with offender registration (Sex, Arson, Narcotic/Drug offenses) is ensured upon patient's admission to CONREP, quarterly, and with any change of name or residence; and
- e. Documentation of voter registration notification exists via Instructional and Declaration Form and is kept for two years in a separate file.

7. Grievance Process

- a. Program has established grievance procedures for patient complaints based on policies disseminated by the State Department of State Hospitals, including access to patient rights advocates; and
- b. Patient grievance procedures are posted and copies of CONREP Patient Grievance Form (MH 7010) are readily available to all patients.

8. Special Incident Reports

- a. A separate "Special Incident Reports" (SIR) file exists which documents all program occurrences during the past seven years which meet the "special incident" definition and CONREP Operation reviews; and
- b. Following the CONREP Operations' response to a SIR, the program conducts and documents an internal review, including any program changes made prior to or following the filing of the SIR.

9. Revocation and Rehospitalization

- a. Procedures exist which specify the criteria for which a patient should be *reviewed* for hospitalization pending a judicial or DSH hearing for revocation or rehospitalization for MDO parolee/patients; and
- b. These procedures specify those persons and agencies to be contacted, transportation arrangements and completion of the appropriate rehospitalization referral packet.

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STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

F. OPERATIONAL PROTOCOLS

1. Substance Abuse Screening

- a. Urine samples are obtained at random, unscheduled times and are submitted to the CONREP statewide contract lab;
- b. Program has written procedures for collection of urine, which assure the integrity of the specimen and testing procedure. These procedures meet the guidelines for substance abuse screening and specimen collection as established in the CONREP Policy and Procedure Manual. Program staff is trained and is able to demonstrate proper specimen collection practices;
- c. There is a clearly articulated written policy against prohibited substance use by patients;
- d. There are written procedures for staff observation of patients for signs of prohibited substance use; and
- e. Skilled substance abuse treatment services are provided and/or are obtained from other sources and patient's attendance is monitored.

2. Specific Infectious Diseases

- a. The program has identified an HIV/AIDS/HBV resource person to whom other staff and patients can be referred for the most current information and materials;
- b. Policies and procedures dealing with HIV and HBV virus exposure and infection for both patients and staff are incorporated into program operation;
- c. Universal precautions are utilized for the handling of all body fluids, including wearing disposable latex or vinyl gloves; and
- d. Case management concerns are considered when developing the medical care plan for patients with specific infectious diseases.

3. Clozapine Treatment

- a. Programs have a Clozapine Treatment Systems (CTS) policy and procedure.
- b. Procedures and requirements for Clozapine treatment services are incorporated into the *Terms and Conditions of Outpatient Treatment* for patients receiving Clozapine.

CLINICAL TREATMENT:

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

I. PROGRAM ADMINISTRATION AND OPERATIONS

G. PHYSICAL PLANT

1. Program offices and other sites are reasonably accessible and conducive to the provision of treatment and supervision.
2. Program has provided certification by appropriate authority that all sites meet all applicable requirements of the Americans With Disabilities Act with regard to accessibility of the building and available parking, or reasonable accommodation.

H. SECURITY MEASURES

1. Reasonable precautions for protection of staff and patients, including adequate office security and periodic room searches, are evident. These procedures are outlined in the Program's Policy and Procedure Manual.
2. Emergency procedures and protocols exist in case of patient injury, assaultive behavior or natural disaster.

CLINICAL TREATMENT:

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

A. PATIENT RECORD

1. A record exists for each patient and contains necessary referral information including:
 - a. MH 5628 Referral Face Sheet;
 - b. Summary information provided by referring CONREP;
 - c. Copy of Court Order or DSH Certification for outpatient treatment; and
 - d. Designation letter from CONREP Program Director responsible for the patient.
2. A review of specific records indicates presence of appropriate documentation in these general categories.
 - a. Forensic Data Base (e.g. arrest and probation reports, court ordered evaluations, commitment order; maximum commitment computation form, and other relevant historical medical and legal material and legal information such as reports on committing offense and criminal justice history);
 - b. Relevant clinical information and background reports including social and mental health histories, offense precursors and risk factors, psychological testing, psychiatric evaluations, court reports and behavioral evaluation data;
 - c. Copy of Terms & Conditions of Outpatient Treatment;
 - d. Current Treatment Plan;
 - e. Current Individual Risk Profile;
 - f. Verification of Sex, Arson or Substance Abuse Offender Registration, if applicable; and
 - g. Clinical services and staffing reports.
3. Progress Notes
 - a. Progress notes and other entries in the patient's clinical record reflect the services, treatment issues and interventions actually provided;
 - b. Minimum of Bi-weekly Summary Reports concerning patient's progress during that period; and

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

A. PATIENT RECORD (cont.)

- c. Contacts with CONREP program of commitment are completed at least monthly, include any significant changes in patient's program and are documented in the patient record.
4. Discharge Summary for all patients one week following departure from facility that includes progress made during treatment, disposition of patient following treatment, and reason for revocation/rehospitalization if that was the disposition.
5. The CONREP patient record shall not contain SIR reports, CI&I "Rap Sheets", Voter Registration Forms and identification of other patient names.

B. TREATMENT PLANNING

1. Admissions/Discharges

- a. Specific justifications for recommendations are documented; and
- b. Follow-up planning is appropriate for continuing care.

2. Forensic Treatment Focus

- a. The mental health treatment and supervision services provided by the program are clinically focused on forensic treatment with a primary emphasis on relapse prevention including ability to take medication, remain free from prohibited substances, and demonstrate appropriate behavior with peers and staff;
- b. Forensic issues are delineated in the treatment plan;
- c. Services are focused on behavior related to instant offense and offense history; and
- d. Risk assessment and the potential for decompensation are noted.

3. Court Approved Terms and Conditions of Outpatient Treatment

Terms and Conditions of Outpatient Treatment are current, specific to the needs of the individual patient, appropriate, and comprehensive and contain an addendum for the STRP program.

CLINICAL TREATMENT:

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

B. TREATMENT PLANNING (cont.)

4. Treatment Plan

- a. A treatment plan is developed for each patient within one week of admission and documented in the patient record;
- b. Treatment plans are current with input from case conferences, clinical staffings, psychological assessment results, Precursor Profiles, special incident analysis, and other forms of objective assessment;
- c. Treatment plans are updated when significant changes or new issues are identified;
- d. Individualized treatment plans relate directly to the patient's diagnosis, commitment type, actual offense, risk factors, warning signs, and adaptive behaviors to test for appropriateness to return to the CONREP program responsible for the patient;
- e. Goals and objectives are clearly delineated, behaviorally specific, and measurable; and
- f. Treatment plans address the patient's transition following the 90-day stay.

5. Revocation and Rehospitalization

- a. Revocation is requested when the patient needs extended inpatient treatment or is not amenable or refuses to accept further outpatient treatment and supervision;
- b. Alternatives to hospitalization have been considered and documented including face-to-face discussions;
- c. Patient is involuntarily confined when he/she poses an imminent risk of harm to self or others; and
- d. Program submits Request for Revocation for judicial and PC 2970 commitments to the appropriate court documenting rationale for the request.

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

C. TREATMENT SERVICES

1. Residential Individual Contacts

The content of progress notes indicates that forensic individual contacts maintain focus and attention on patient's criminal thought processes and related behavior.

2. Residential Group Activity/Contacts

- a. The content of progress notes for group sessions (contacts) is relevant to the level of peer/social interaction, interpersonal skills, coping with illness and life situations, cognitive/social skills and capacity to deal openly with forensic issues and mental illness;
- b. Notes of group sessions address level of interaction, interpersonal skills, cognitive and social skills and discussion of forensic issues; and
- c. Surnames of other group members are not evident in group notes.

3. Residential Collateral Contacts

Contacts with Program of Commitment are completed at least monthly and are documented in the case record.

4. Room Searches/Home Visits

- a. Room searches for contraband are conducted by staff and results are documented; and
- b. Home visits are conducted by the CONREP program responsible for the patient, once per quarter. Living situation is assessed for possible risk, including any behavior consistent with prior criminality or psychiatric decompensation.

5. Substance Abuse Screenings

Treatment notes adequately document frequency of urine screenings, the outcomes and, if positive, any response/action indicated in relation to the patient's potential risk.

6. Annual Case Review

Documentation exists which demonstrates an Annual Case Review has been conducted by the CONREP program of commitment, when required.

CLINICAL TREATMENT:

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

C. TREATMENT SERVICES (cont.)

7. Psychiatric Services

Psychiatric services provided to CONREP patients meet community psychiatric practice standards. To this end, the program psychiatrist:

- a. Documents fully the rationale and indications for psychotropic medications prescribed;
- b. Documents in progress notes changes in diagnosis, signs and symptoms of the disorder, treatment recommendations, response to medications prescribed, compliance side effects and changes in medication with rationale for changes;
- c. Documents effectiveness of medications prescribed on an ongoing basis, along with the means of evaluating medication effectiveness;
- d. Prepares an admission note which addresses signs and symptoms of the disorder, treatment recommendations, response to medications prescribed, compliance, side effects, and changes in medication with rationale for changes, justifications for continued medication use (including risk/benefit, informed consent, and Tardive Dyskenisia), and advisement of the patient of his/her illness, need for treatment, proposed treatment plan, and risks/benefits of treatment;
- e. Incorporates forensic issues into proposed treatment and documentation;
- f. Orders necessary laboratory tests and initials results before filing them in the patient record, or, enters results in progress notes to verify awareness of results;
- g. Requests a copy of medical physical examinations conducted on program patients performed by other clinics or agencies;
- h. Fully informs patients of the proposed treatment program including the anticipated beneficial outcome, possible immediate and/or long term effects of medications prescribed, and alternative therapies and medications;
- i. Obtains patient's written or documented verbal assent to the plan of treatment, whenever possible;

CLINICAL TREATMENT:

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SPECIALTY TREATMENT PROGRAMS

STRP PROGRAM REVIEW GUIDELINES

II. CLINICAL SERVICES AND DOCUMENTATION

C. TREATMENT SERVICES (cont.)

- j. Participates in case conferences and staff meetings; and
- k. Has a clear procedure for emergency or vacation coverage.

8. Medication Services

Medication services provided are a well-integrated part of the patient's treatment plans. To this end the psychiatrist:

- a. Schedules opportunities to discuss medication issues with program staff;
- b. Follows the CONREP Psychiatric Practice Guidelines' Table of Upper Limits of Usual Dosage;
- c. Seeks expert consultation from a Psychopharmacological Consultation System (Medication Monitoring/Peer Review) when a plan of treatment is initiated which includes an exception to the psychotropic medication guidelines;
- d. Indicates the generic names of drugs, dosage, frequency of administration, and refill numbers on prescriptions;
- e. Provides patients with information on the medications they receive in a simple written format; and
- f. Uses PRN medications in accordance with prevailing community outpatient standards.

D. ASSESSMENT SERVICES

- 1. All patients are referred to CFAP within one week of admission.
- 2. Standardized Psychological Testing reports are included in the patient record. Raw test data is in the Psychologist's testing file.
- 3. BPFQs are completed within one month of admission.

Manual of Policies and Procedures
COMMUNITY CARE LICENSING DIVISION

**ADULT RESIDENTIAL
FACILITIES**

Title 22
Division 6
Chapter 6



STATE OF CALIFORNIA
HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES

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ADULT RESIDENTIAL FACILITIES

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Regulations **ADULT RESIDENTIAL FACILITIES**

This Users' Manual is issued as an operational tool.

This Manual contains:

- a) Regulations adopted by the California Department of Social Services (CDSS) for the governance of its agents, licensees, and/or beneficiaries
- b) Regulations adopted by other State Departments affecting CDSS programs
- c) Statutes from appropriate Codes which govern CDSS programs; and
- d) Court decisions
- e) Operational standards by which CDSS staff will evaluate performance within CDSS programs.

Regulations of CDSS are printed in gothic type as is this sentence.

Handbook material, which includes reprinted statutory material, other department's regulations and examples, is separated from the regulations by double lines and the phrases "**HANDBOOK BEGINS HERE**", "**HANDBOOK CONTINUES**", and "**HANDBOOK ENDS HERE**" in bold print. Please note that both other department's regulations and statutes are mandatory, not optional.

In addition, please note that as a result of the changes to a new computer system revised language in this manual letter and subsequent community care licensing manual letters will now be identified by a line in the left margin.

Questions relative to this Users' Manual should be directed to your usual program policy office.

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Article 1. GENERAL REQUIREMENTS AND DEFINITIONS

85000 GENERAL

85000

- (a) Adult residential facilities, as defined in Section 80001a.(5), shall be governed by the provisions specified in this chapter and in Chapter 1, General Requirements.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1502, 1530 and 1531, Health and Safety Code.

85001 DEFINITIONS

85001

In addition to Section 80001, the following shall apply.

- (a) (1) "Adult protective services agency" means a county welfare department, as defined in Welfare and Institutions Code Section 15610.13.

HANDBOOK BEGINS HERE

- (A) Welfare and Institutions Code Section 15610.13 defines "adult protective services agency" to mean a county welfare department, except persons who do not work directly with elders or dependent adults as part of their official duties, including members of support staff and maintenance staff."

HANDBOOK ENDS HERE

- (2) "Advance Health Care Directive" means a written instruction that relates to the provision of health care when the individual is incapacitated. An Advance Health Care Directive includes, but is not limited to, a Power of Attorney for Health Care; an Individual Health Care Instruction; a Request to Forego Resuscitative Measures; or a Do-Not-Resuscitate form. In this written instruction, a person states choices for medical treatment and/or designates who should make treatment choices if the person creating the advance directive should lose decision-making capacity.
- (3) "Allowable Health Condition" means any health condition that the licensee is allowed to care for either in accordance with a specific regulation or with an exception approved by the licensing agency.

85001 (Cont.)	ADULT RESIDENTIAL FACILITIES	Regulations
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85001	DEFINITIONS (Continued)	85001
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(4) "Appropriately Skilled Professional" means an individual that has training and is licensed to perform the necessary medical procedures prescribed by a physician. This term includes, but is not limited to, the following: Registered Nurse (RN); Licensed Vocational Nurse (LVN); Physical Therapist (PT); Occupational Therapist (OT); and Respiratory Therapist (RT). These professionals may include, but are not limited to, those persons employed by a home health agency, the resident, or adult residential facilities.

(b) (Reserved)

(c) (1) "Certificate holder" means a person who has a current administrator's certificate issued by the Department regardless of whether the person is employed as an administrator in an adult residential facility.

(2) "Certified administrator" means a person who has been issued an Administrator Certification by the Department and whose certification is current.

(3) "Classroom Hour" means fifty (50) to sixty (60) minutes of classroom instruction within a 60-minute period. No credit is given for meal breaks.

(4) "Classroom setting" means a setting, conducive to learning and free from distractions, for which the primary purpose is education, instruction, training, or conference. Participants must be able to simultaneously interact with each other as well as with the instructor.

(5) "Co-locate" means that a vendor applicant is approved for more than one program type, i.e., ARF, RCFE, GH, and has received approval to teach specific continuing education courses at the same time and at the same location. Co-location is allowed for Continuing Education Training Program vendors only.

(6) "Complete Request" means the vendor applicant has submitted and the Department has received all required information and materials necessary to approve or deny the request for certification program and/or course approval.

(7) "Continuing Education Training Program Vendor" means a vendor approved by the Department to provide Continuing Education training courses to adult residential facility administrators and certificate holders to qualify them for renewal of their adult residential facility administrator certificate.

(8) "Course" means either, (1) a quarter-or-semester-long structured sequence of classroom instruction covering a specific subject, or (2) a one-time seminar, workshop or lecture of varying duration.

Regulations	ADULT RESIDENTIAL FACILITIES	85001 (Cont.)
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85001	DEFINITIONS (Continued)	85001
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- (d) (1) “Do-Not-Resuscitate (DNR) Form” means the pre-hospital do-not-resuscitate forms developed by the California Emergency Medical Services Authority and by other local emergency medical services agencies. These forms, when properly completed by a client or, in certain instances, a client’s Health Care Surrogate Decision Maker, and by a physician, alert pre-hospital emergency medical services personnel to the client’s wish to forego resuscitative measures in the event of the client’s cardiac or respiratory arrest.
- (e) (Reserved)
- (f) (1) “Facility Hospice Care Waiver” means a waiver, as required by Health and Safety Code section 1507.3, from the limitation on acceptance or retention of clients who have been diagnosed as terminally ill, if that person has obtained the services of a hospice agency certified in accordance with federal Medicare conditions of participation and licensure as defined. This waiver granted by the Department will permit the licensee to accept or retain a designated maximum number of terminally ill clients who are receiving services from a Hospice Agency. The waiver will apply only to those existing or prospective clients who are receiving hospice care in compliance with a Hospice Care Plan meeting the requirements of Section 85075.1.
- (g) (Reserved)
- (h) (1) “Health Care Provider” means that person or persons described in Probate Code Section 4621.

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Section 4621 of the Probate Code states:

“‘Health Care Provider’ means an individual licensed, certified, or otherwise authorized or permitted by the law of this state to provide health care in the ordinary course of business or practice of a profession.”

HANDBOOK ENDS HERE

- (2) “Health Care Surrogate Decision Maker” means an individual who participates in health care decision-making on behalf of an incapacitated client. This individual may be formally appointed (e.g., by the client in an Advance Health Care Directive or by a court in a conservatorship proceeding) or be recognized by virtue of a relationship with the client (e.g., the client’s next of kin). The licensee or any staff member of the facility shall not be appointed by any client to be a Health Care Surrogate Decision Maker.

Regulations

ADULT RESIDENTIAL FACILITIES

85001 (cont.)

85001 DEFINITIONS (Continued)

85001

(r) (Reserved)

(s) (Reserved)

(t) (1) “Terminally Ill Client” means a client who has a prognosis by his/her attending physician that the client’s life expectancy is six months or less if his/her illness or condition runs its normal course.

(u) (Reserved)

(v) (1) “Vendor” means a Department-approved institution, association, individual(s), or other entity that assumes full responsibility or control over a Department-approved Initial Certification Training Program and/or a Continuing Education Training Program.

(2) “Vendor Applicant” means any institution, association, individual(s) or other entity that submits a request for approval of an Initial Certification Training Program and/or a Continuing Education Training Program.

(w) (Reserved)

(x) (Reserved)

(y) (Reserved)

(z) (Reserved)

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1502.2, 1507, 1530, 1531, and 1562.3, Health and Safety Code, and Section 15610.13, Welfare and Institutions Code, and Sections 1800, 4605, and 4753, Probate Code.

85002

ADULT RESIDENTIAL FACILITIES

Regulations

85002 DEFINITIONS - FORMS

85002

The following forms, which are incorporated by reference, apply to the regulations in Title 22, Division 6, Chapter 6 (Adult Residential Facilities). Additional forms applicable to Adult and other residential facilities are incorporated by reference in Section 87102.

- (a) Core of Knowledge Guideline (01/16) - ARF 35-Hour Initial Certification.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1530 and 1562.3, Health and Safety Code; and Section 15376, Government Code.

Article 2. LICENSING

85009 POSTING OF LICENSE

85009

- (a) In facilities with a licensed capacity of seven or more, the license shall be posted in a prominent, publicly accessible location in the facility.
- (b) In facilities with a licensed capacity of six or fewer, the license shall be retained in the facility and be available for review upon request.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

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Article 3. APPLICATION PROCEDURES

85018 APPLICATION FOR LICENSE 85018

- (a) In addition to Section 80018, the following shall apply.
- (b) Each applicant shall submit a financial plan of operation on forms provided or approved by the department.
 - (1) Start-up funds shall be available which shall include funds for the first three months of operation.
- (c) The licensing agency shall have the authority to require written verification of the availability of the funds required in (b)(1) above.
- (d) Each applicant shall submit the name and residence and mailing addresses of the facility administrator, a description of the administrator's background and qualifications, and documentation verifying the required education and administrator certification.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1528, 1531, 1562.3, and 1562.4, Health and Safety Code.

85022 PLAN OF OPERATION 85022

- (a) In addition to Section 80022, the following shall apply.
- (b) The plan of operation shall contain written evidence of arrangements for any consultants and community resources which are to be utilized to meet regulatory requirements or requirements of the facility's plan of operation.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1528 and 1531, Health and Safety Code.

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Article 4. ADMINISTRATIVE ACTIONS (Reserved)

Article 5. ENFORCEMENT PROVISIONS

85051 SERIOUS DEFICIENCIES

85051

HANDBOOK BEGINS HERE

- (a) In addition to Section 80051, the following are examples of regulations which, if not complied with, nearly always result in a serious deficiency.
- (1) Sections 85068.4(a)(1), (2), and (5) and 85075.3(d) relating to persons with communicable diseases and persons requiring inpatient health or acute psychiatric care.

HANDBOOK ENDS HERE

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1530 and 1534, Health and Safety Code.

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Article 6. CONTINUING REQUIREMENTS

85060 BASIC SERVICES

85060

- (a) For SSI/SSP recipients who are residents, the basic services shall be provided and/or made available at the basic rate with no additional charge to the resident.
- (1) This shall not preclude the acceptance by the facility of voluntary contributions from relatives or others on behalf of an SSI/SSP recipient.

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- (A) The Social Security Administration has interpreted Federal Regulations (20 CFR 416.1102, 416.1103, and 416.1145) to mean that any contribution given directly to the facility on behalf of an SSI/SSP recipient will not count as income (i.e., will not reduce the recipient's SSI/SSP check) if the payment is used for items other than food, clothing or shelter (e.g., care and supervision).

HANDBOOK ENDS HERE

- (2) An extra charge to the resident shall be allowed for a private room if a double room is made available but the resident prefers a private room, provided the arrangement is documented in the admissions agreement and the charge is limited to 10% of the Board and Room portion of the SSI/SSP grant.
- (3) An extra charge to the resident shall be allowed for provision of special food services or products beyond that specified in Section 80076(a)(2) and (a)(4) when the resident wishes to purchase the services and agrees to the extra charge in the admissions agreement.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code and Section 12350, Welfare and Institutions Code.

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Regulation **ADULT RESIDENTIAL FACILITIES** **85064 (Cont.)**

85061 **REPORTING REQUIREMENTS** **85061**

- (a) In addition to Section 80061, the following shall apply.
- (b) The licensee shall notify the Department, in writing, within thirty (30) days of a change of administrator. The notification shall include the following:
 - (1) Name, and residence and mailing addresses of the new administrator.
 - (2) Date he/she assumed his/her position.
 - (3) Description of his/her background and qualifications, including documentation of required education and administrator certification.
 - (A) A photocopy of the documentation shall be permitted.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1531, 1562.3, and 1562.4, Health and Safety Code.

85064 **ADMINISTRATOR QUALIFICATIONS AND DUTIES** **85064**

- (a) In addition to Section 80064, the following shall apply.
 - (b) All adult residential facilities shall have a qualified and currently certified administrator.
 - (c) The administrator shall be at least 21 years of age.
 - (d) Have a high school diploma or pass a general educational development test (GED).
 - (1) Administrators employed prior to July 1, 1996 are exempt from this requirement.
- The administrator shall be on the premises the number of hours necessary to manage and administer the facility in compliance with applicable law and regulation.
- (f) When the administrator is absent from the facility there shall be coverage by a designated substitute, who meets the qualifications of Section 80065, who shall be capable of, and responsible and accountable for, management and administration of the facility in compliance with applicable law and regulation.
 - (g) The administrator of a facility for seven to 15 clients shall have one year of work experience in residential care.
 - (h) The administrator of a facility for 16 to 49 clients shall have graduated from high school, or possess a GED, and shall have one of the following prior to employment:

85064 ADMINISTRATOR QUALIFICATIONS AND DUTIES (Continued)

85064

- (1) Completion, with a passing grade, of 15 college or continuing education semester or equivalent quarter units, three of which shall be in nutrition, human behavior, administration, or staff relations.
- (2) One year of work experience in residential care.

(i) The administrator of a facility for 50 or more clients shall have graduated from high school, or possess a GED, and shall have one of the following prior to employment.

- (1) Completion, with a passing grade, of 60 college or continuing education semester or equivalent quarter units, six of which shall be in administration or staff relations.
- (2) Three years work experience in residential care, one year of which shall have been providing direct care to clients or assisting in facility administration.

(j) The administrator shall perform the following duties:

- (1) Where applicable, advise the licensee on the operation of the facility and advise the licensee on developments in the field of care and supervision.
- (2) Development of an administrative plan and procedures to define lines of responsibility, workloads, and staff supervision.
- (3) Recruitment, employment and training of qualified staff, and termination of staff.
- (4) Provision of, or insurance of the provision of, services to the clients, required by applicable law and regulation, including those services identified in the client's individual needs and services plans.
 - (A) The licensing agency shall have authority to approve the use of a centralized service facility to provide any required services to two or more licensed facilities. Prior approval shall be obtained in writing.

HANDBOOK BEGINS HERE

- (B) Examples of such centralized service facilities are a centralized laundry, dining room or kitchen serving two or more facilities.

HANDBOOK ENDS HERE

- (5) Arrangement for special provisions for the care and supervision and safety and guidance of clients with disabilities including visual or auditory deficiencies.

Regulations

ADULT RESIDENTIAL FACILITIES

85064 (Cont.)

85064 ADMINISTRATOR QUALIFICATIONS AND DUTIES (Continued)

85064

HANDBOOK BEGINS HERE

- (A) Such provisions may include additional staff, safety and emergency information printed in braille, and lights to alert the deaf to emergency sounds.

HANDBOOK ENDS HERE

- (6) Arrangement for the clients to attend available community programs, when clients have needs, identified in the needs and services plan, which cannot be met by the facility but can be met by community programs.
- (A) Such arrangements shall include, but not be limited to, arranging for transportation.
- (k) Within six months of becoming an administrator, the individual shall receive training on HIV and TB required by Health and Safety Code Section 1562.5. Thereafter, the administrator shall receive updated training every two years.

HANDBOOK BEGINS HERE

Health and Safety Code Section 1562.5(a) reads in pertinent part:

"(a) The Director shall ensure that, within six months after obtaining licensure, an administrator of an adult residential facility ... shall receive four hours of training on the needs of residents who may be infected with the human immunodeficiency virus (HIV), and on basic information about tuberculosis. Administrators ... shall attend update training sessions every two years after satisfactorily completing the initial training to ensure that information received on HIV and tuberculosis remains current. The training shall consist of three hours on HIV and one hour on tuberculosis. ...

(g) In the event that an administrator or program director demonstrates to the department a significant difficulty in accessing training, the administrators and program directors of these facilities shall have the option of fulfilling these training requirements through a study course consisting of written and/or video educational materials."

HANDBOOK ENDS HERE

- (l) Administrators employed prior to July 1, 1996 shall be exempt from the requirements of Sections 85064(d), (h), and (i) above, provided that they have no break in employment as an adult residential facility administrator exceeding three (3) consecutive years.
- (m) In those cases where the individual is both the licensee and the administrator of an adult residential facility, the individual shall comply with all of the licensee and certified administrator requirements.

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85064 ADMINISTRATOR QUALIFICATIONS AND DUTIES (Continued) 85064

- (n) The Department may revoke the license of an adult residential facility for failure to comply with all requirements regarding certified administrators.
- (o) Unless otherwise provided, a certified administrator may administer more than one licensed adult residential facility.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1531, 1562, 1562.3, 1562.4, and 1562.5, Health and Safety Code.

85064.2 ADMINISTRATOR CERTIFICATION REQUIREMENTS 85064.2

- (a) An individual shall be an adult residential facility certificate holder prior to being employed as an Administrator.
- (b) To receive his/her certificate an applicant shall:
 - (1) Successfully complete a Department approved Initial Certification Training Program as described in Section 85090(h).
 - (2) Pass a written exam developed and administered by the Department within sixty (60) days of completion of an Initial Certification Training Program and within three (3) attempts.
 - (3) Submit a completed Application for Administrator Certification form LIC 9214 to the Department's Administrator Certification section within thirty (30) days of being notified of having passed the exam. The application shall contain the following:
 - (A) The applicant's name, address, e-mail address, phone number(s), and date of birth.
 - (B) A statement of whether or not the applicant:
 - (i) Held or currently holds a license, certification or other approval as a professional in a specified field and the certificate or license number(s).
 - (ii) Held or currently holds a State-issued care facility license or was or is employed by a State-licensed care facility and the license number.
 - (iii) Was the subject of any legal, administrative or other action involving licensure, certification or other approvals as specified in Sections 85064(b)(3)(B)(i) and (ii).
 - (C) Proof that the applicant has successfully completed a Department approved Initial Certification Training Program.
 - (D) Documentation of passing the written exam.

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ADULT RESIDENTIAL FACILITIES

85064.2 (Cont.)

85064.2 ADMINISTRATOR CERTIFICATION REQUIREMENTS (Continued) 85064.2

- (E) A statement certifying that the information submitted is true and correct.
 - (F) A completed Criminal Record Statement (LIC 508).
 - (G) A completed Request for LiveScan Service form LIC 9163, signed and dated by the live scan vendor, to document that the applicant has submitted fingerprints to the Department of Justice at a livescan location, or a statement that the applicant has a current criminal record clearance or an exemption on file with the Department.
 - (H) A non-refundable one hundred dollar (\$100) processing fee.
- (c) The Department shall not issue a certificate until it receives notification from the Department of Justice that the applicant has a criminal record clearance or an exemption pursuant to Health and Safety Code section 1522 or is able to transfer a current criminal record clearance or an exemption pursuant to Health and Safety Code section 1522(h)(1).
 - (d) No person shall cheat on, subvert, or attempt to subvert, the exam given by the Department, including, but not limited to, engaging in, soliciting, or procuring any of the following:
 - (1) Any form of communication between one or more examinees and any other person, other than a proctor or exam official, while the exam is in progress.
 - (2) The taking of all or a part of the exam by a person other than the applicant.
 - (3) Possession or use at any time during the exam or while the examinee is on the exam premises of any device, material, or document that is not expressly authorized for use by examinees during the exam, including, but not limited to, notes, crib sheets, textbooks, and electronic devices.
 - (4) Failure to follow any exam instruction or rule related to exam security.
 - (e) Any applicant caught willfully cheating under this section shall be deemed to have failed that exam and may be denied certification pursuant to Section 85064.4 as a result of the conduct.
 - (f) It shall be unlawful for any person not certified under this Section to misrepresent himself or herself as a certified administrator. Any person willfully making any false representation as being a certified adult residential facility administrator is guilty of a misdemeanor.
 - (g) Certificates issued under this Section shall be renewed every two (2) years provided the certificate holder has complied with all renewal requirements.
 - (h) Certificates shall be valid for a period of two (2) years and expire on either the anniversary date of initial issuance or on the individual's birthday during the second calendar year following certification.
 - (1) The certificate holder shall make an irrevocable election to have his or her recertification date for any subsequent recertification either on the date two years from the date of issuance of the certificate or on the individual's birthday during the second calendar year following certification.

85064.2 ADMINISTRATOR CERTIFICATION REQUIREMENTS (Continued)

85064.2

- (i) Time deadlines specified in Section 85064.2(b)(2) and (3) above may be extended up to sixty (60) days in total for good cause as determined by the Department. Any request for extension of time shall be made in writing to the Administrator Certification Section Manager within sixty (60) days of completing the initial Certification Training Program and shall contain a statement of all facts the applicant believes constitute good cause to extend a time deadline.
 - (1) Good cause may include death of an immediate family member, required fulfillment of military service or other civic duty, or another unavoidable and verifiable event as determined by the Department. Failure of the exam shall not constitute good cause for an extension.
 - (2) Absent a good cause extension, the Department shall not process and may deem withdrawn an application that fails to meet the time deadlines specified in Sections 85064.2(b)(2) or (3).
 - (3) Any applicant who fails to meet the time deadlines specified in Sections 85064.2(b)(2) and (3) must begin the certification process described in Section 85064.2(b) anew, and complete it within the time deadlines specified in Sections 85064.2(b)(2) and (3).

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1520(b), 1522, 1531, 1550, 1562, 1562.3, and 1562.4, Health and Safety Code.

85064.3 ADMINISTRATOR RECERTIFICATION REQUIREMENTS

85064.3

- (a) Administrators shall complete at least forty (40) classroom hours of continuing education during each two-year certification period, including:
 - (1) At least four (4) hours of instruction in laws, regulations, policies, and procedural standards that impact adult residential facilities, including but not limited to the regulations contained in this Chapter.
 - (2) If not included in the certified administrator's Initial Certification Training Program, at least one (1) hour of instruction in cultural competency and sensitivity in issues relating to the underserved aging lesbian, gay, bisexual, and transgender community.
- (b) Continuing education hours must be sufficiently related by subject matter and logic to the Core of Knowledge, current and relevant to facility operations and care, and completed through any combination of the following:
 - (1) Courses approved for adult residential facility administrators by the Department.

85064.3 ADMINISTRATOR RECERTIFICATION REQUIREMENTS (Continued) 85064.3

- (2) Certified administrators required to complete continuing education hours required by regulations of the Department of Developmental Services, and approved by the Regional Center, may have up to twenty-four (24) of the required continuing education course hours credited toward the forty (40) hour continuing education requirement.
 - (A) Community college course hours approved by the Regional Center shall be accepted by the Department for recertification.
 - (B) Any continuing education course hours in excess of twenty-four (24) hours offered by the Department of Developmental Services and approved by the Regional Center may be credited toward the forty (40) hour requirement provided the courses are not duplicative and relate to the core of knowledge as specified in Sections 85090(h)(1).
- (c) Courses approved for continuing education credit shall require the physical presence of the certificate holder in a classroom setting as defined in Section 85001(c)(4) except that up to one-half of the required forty (40) hours of continuing education necessary to renew the certificate may be satisfied through interactive online course as specified in Section 85091(i).
 - (1) The Department will not count toward the continuing education requirements more than ten (10) hours of instruction, in-class and/or online, completed in a single day.
 - (2) Home study or correspondence-type courses will not be counted toward completion of continuing education requirements as they are not interactive by design.
 - (3) Completion of an Initial Certification Training Program or component(s) thereof will not be counted toward completion of continuing education requirements as the Program is intended for new administrators.
 - (4) Any specific continuing education course may only be accepted once per renewal period toward completion of the continuing education requirements.
- (d) To apply for recertification prior to the expiration date of the certificate, the certificate holder shall submit to the Department's Administrator Certification Section, post-marked on, or up to ninety (90) days before, the certificate expiration date:
 - (1) A completed Application for Administrator Certification form LIC 9214.
 - (2) Evidence of completion of forty (40) continuing education hours as specified in Section 85064.3(a) above.
 - (3) Payment of a non-refundable one hundred dollar (\$100) processing fee.
- (e) To apply for recertification after the expiration date of the certificate, but within four (4) years of the certificate expiration date, the certificate holder shall submit to the Department's Administrator Certification Section:

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85064.3 ADMINISTRATOR RECERTIFICATION REQUIREMENTS (Continued) 85064.3

- (1) A completed Application for Administrator Certification form LIC 9214.
 - (2) Evidence of completion of the required continuing education hours as specified in Section 85064.3(a) above. The total number of hours required for recertification shall be determined by computing the number of continuing education hours the certificate holder would have been required to complete if he/she had remained certified. The date of computation shall be the date the application for renewal is received by the Department's Administrator Certification Section.
 - (3) Payment of a non-refundable delinquency fee equal to three times the one hundred dollar (\$100) renewal fee, or three hundred dollars (\$300).
- (f) Certificates not renewed within four (4) years of their expiration date shall not be renewed, restored, reissued or reinstated.
- (1) Holders of certificates not renewed within four (4) years of their expiration date must begin anew the certification process specified in Section 85064.2(b).
- (g) Certificate holders, as a condition of recertification, shall have a current criminal record clearance or exemption.
- (h) A non-refundable processing fee of twenty-five dollars (\$25) shall be paid for the replacement of a lost certificate.
- (i) A certificate holder shall report any change of mailing address within thirty (30) days to the Department's Administrator Certification Section.
- (j) Whenever a certified administrator assumes or relinquishes responsibility for administering an adult residential facility, he or she shall provide written notice within thirty (30) days to:
- (1) The local licensing office(s) responsible for receiving information regarding personnel changes at the licensed facilities with whom the certificate holder is or was associated, and
 - (2) The Department's Administrator Certification Section.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1522, 1522.41(h) and 1562.3, Health and Safety Code.

85064.4 ADMINISTRATOR CERTIFICATE DENIAL OR REVOCATION 85064.4

- (a) The Department may deny or revoke any administrator certificate upon any of the grounds specified in Health and Safety Code section 1550 and/or on any of the following grounds:
- (1) The certificate holder or applicant procured or attempted to procure a certificate by fraud, misrepresentation, bribery, or other unlawful behavior.

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ADULT RESIDENTIAL FACILITIES

85064.4 (Cont.)

85064.4 ADMINISTRATOR CERTIFICATE DENIAL OR REVOCATION (Continued) 85064.4

- (2) The certificate holder or applicant knowingly made or gave a false statement or information in conjunction with the application for a certificate.
- (3) The Department has issued an exclusion order against the certificate holder pursuant to Health and Safety Code sections 1558, 1568.092, 1569.58 or 1596.8897 after the Department issued the certificate, and:
 - (A) The certificate holder did not appeal the exclusion order, or
 - (B) After the appeal, the Department issued a decision and order that upheld the exclusion order.
- (4) The certificate holder or applicant does not have a current criminal record clearance or exemption.
- (5) The certificate holder fails to comply with certificate renewal requirements.
 - (A) The Department may reinstate a certificate that has been revoked for failure to comply with certification renewal requirements provided all conditions for recertification have been satisfied, including payment of all appropriate renewal and delinquency fees.
- (b) Any denial or revocation of an administrator certificate may be appealed as provided by Health and Safety Code section 1551.
- (c) Unless otherwise ordered by the Department, any application for an administrator certificate submitted after a denial or revocation action shall be processed in accordance with the provisions of Health and Safety Code 1520.3.

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Health and Safety Code section 1520.3 reads in pertinent part:

"(a)(1) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant previously was issued a license under this chapter or under Chapter 1 (commencing with Section 1200), Chapter 2 (commencing with Section 1250), Chapter 3.01 (commencing with Section 1568.01), Chapter 3.3 (commencing with Section 1569), Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), or Chapter 3.6 (commencing with Section 1597.30) and the prior license was revoked within the preceding

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85064.4 ADMINISTRATOR CERTIFICATE DENIAL OR REVOCATION (Continued) 85064.4

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two years, the department shall cease any further review of the application until two years shall have elapsed from the date of the revocation. The cessation of review shall not constitute a denial of the application for purposes of Section 1526 or any other provision of law.

...

(a)(3) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant was excluded from a facility licensed by the department or from a certified family home pursuant to Sections 1558, 1568.092, 1569.58, or 1596.8897, the department shall cease any further review of the application unless the excluded individual has been reinstated pursuant to Section 11522 of the Government Code by the department.

(b) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant had previously applied for a license under any of the chapters listed in paragraph (1) of subdivision (a) and the application was denied within the last year, the department shall cease further review of the application as follows:

(1) In cases where the applicant petitioned for a hearing, the department shall cease further review of the application until one year has elapsed from the effective date of the decision and order of the department upholding a denial.

(2) In cases where the department informed the applicant of his or her right to petition for a hearing and the applicant did not petition for a hearing, the department shall cease further review of the application until one year has elapsed from the date of the notification of the denial and the right to petition for a hearing.

(3) The department may continue to review the application if it has determined that the reasons for the denial of the applications were due to circumstances and conditions which either have been corrected or are no longer in existence."

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NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1520.3, 1522, 1550, 1551, 1562.3 and 1562.4, Health and Safety Code.

85064.5 ADMINISTRATOR CERTIFICATE FORFEITURE

85064.5

(a) Unless otherwise ordered by the Department, the certificate shall be considered forfeited under any of the following conditions:

(1) The Department has revoked any license held by the certificate holder after the Department issued the certificate.

85064.5 ADMINISTRATOR CERTIFICATE FORFEITURE (Continued)

85064.5

(2) The Department has issued an exclusion order against the certificate holder pursuant to Health and Safety Code sections 1558, 1568.092, 1569.58, or 1596.8897, after the Department issued the certificate, and:

(A) The certificate holder did not appeal the exclusion order or,

(B) After the appeal, the Department issued a decision and order that upheld the exclusion order.

(b) Unless otherwise ordered by the Department, any application for an administrator certificate submitted after a certificate has been forfeited shall be processed in accordance with the provisions of Health and Safety Code sections 1520.3, 1558(h) and/or 1558.1.

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Health and Safety Code section 1520.3 reads in pertinent part:

"(a)(1) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant previously was issued a license under this chapter or under Chapter 1 (commencing with Section 1200), Chapter 2 (commencing with Section 1250), Chapter 3.01 (commencing with Section 1568.01), Chapter 3.3 (commencing with Section 1569), Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), or Chapter 3.6 (commencing with Section 1597.30) and the prior license was revoked within the preceding two years, the department shall cease any further review of the application until two years shall have elapsed from the date of the revocation. The cessation of review shall not constitute a denial of the application for purposes of Section 1526 or any other provision of law.

...

(a)(3) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant was excluded from a facility licensed by the department or from a certified family home pursuant to Section 1558, 1568.092, 1569.58, or 1596.8897, the department shall cease any further review of the application unless the excluded individual has been reinstated pursuant to Section 11522 of the Government Code by the department.

(b) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant had previously applied for a license under any of the chapters listed in paragraph (1) of subdivision (a) and the application was denied within the last year, the department shall cease further review of the application as follows:

(1) In cases where the applicant petitioned for a hearing, the department shall cease further review of the application until one year has elapsed from the effective date of the decision and order of the department upholding a denial.

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(2) In cases where the department informed the applicant of his or her right to petition for a hearing and the applicant did not petition for a hearing, the department shall cease further review of the application until one year has elapsed from the date of the notification of the denial and the right to petition for a hearing.

(3) The department may continue to review the application if it has determined that the reasons for the denial of the applications were due to circumstances and conditions that either have been corrected or are no longer in existence."

Health and Safety Code section 1558(h) reads in pertinent part:

"(1)(A) In cases where the excluded person appealed the exclusion order, the person shall be prohibited from working in any facility or being licensed to operate any facility licensed by the department or from being a certified foster parent for the remainder of the excluded person's life, unless otherwise ordered by the department.

(B) The excluded individual may petition for reinstatement one year after the effective date of the decision and order of the department upholding the exclusion order pursuant to Section 11522 of the Government Code. The department shall provide the excluded person with a copy of Section 11522 of the Government Code with the decision and order.

(2)(A) In cases where the department informed the excluded person of his or her right to appeal the exclusion order and the excluded person did not appeal the exclusion order, the person shall be prohibited from working in any facility or being licensed to operate any facility licensed by the department or a certified foster parent for the remainder of the excluded person's life, unless otherwise ordered by the department.

(B) The excluded individual may petition for reinstatement after one year has elapsed from the date of the notification of the exclusion order pursuant to Section 11522 of the Government Code. The department shall provide the excluded person with a copy of Section 11522 of the Government Code with the exclusion order."

Health and Safety Code section 1558.1 reads in pertinent part:

"(a)(1) If the department determines that a person was issued a license under this chapter or under Chapter 1 (commencing with Section 1200), Chapter 2 (commencing with Section 1250), Chapter 3.01 (commencing with Section 1568.01), Chapter 3.2 (commencing with Section 1569), Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), or Chapter 3.6 (commencing with Section 1597.30) and the prior license was revoked within the preceding two years, the department shall exclude the person from, and remove the person from the position of a member of the board of directors, an executive director, or an officer of a licensee of, any facility licensed by the department pursuant to this chapter.

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...

(b) If the department determines that the person had previously applied for a license under any of the chapters listed in paragraph (1) of subdivision (a) and the application was denied within the last year, the department shall exclude the person from, and remove the person from the position of a member of the board of directors, an executive director, or an officer of a licensee of, any facility licensed by the department pursuant to this chapter and as follows:

(1) In cases where the applicant petitioned for a hearing, the department shall exclude the person from, and remove the person from the position of a member of the board of directors, an executive director, or an officer of a licensee of, any facility licensed by the department pursuant to this chapter until one year has elapsed from the effective date of the decision and order of the department upholding a denial.

(2) In cases where the department informed the applicant of his or her right to petition for a hearing and the applicant did not petition for a hearing, the department shall exclude the person from, and remove the person from the position of a member of the board of directors, an executive director, or an officer of a licensee of, any facility licensed by the department pursuant to this chapter until one year has elapsed from the date of the notification of the denial and the right to petition for a hearing.

...

(e) The department may determine not to exclude the person from, or remove the person from the position of a member of the board of directors, an executive director, or an officer of a licensee of, any facility licensed by the department pursuant to this chapter if it has determined that the reasons for the denial of the application or revocation of the facility license or certificate of approval were due to circumstances and conditions that either have been corrected or are no longer in existence."

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NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1520.3, 1558, 1558.1, and 1562.3, Health and Safety Code.

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ADULT RESIDENTIAL FACILITIES

85065 (Cont.)

85065 PERSONNEL REQUIREMENTS

85065

- (a) In addition to Section 80065, the following shall apply.
- (b) The licensee shall employ staff as necessary to ensure provision of care and supervision to meet client needs.
- (c) The licensee shall employ support staff as necessary to perform office work, cooking, house cleaning, laundering, and maintenance of buildings, equipment and grounds.
- (d) The licensee shall ensure that the following personnel requirements are met in the provision of planned activities:
 - (1) In facilities with a licensed capacity of 16 to 49 clients, one employee shall be designated by the administrator to have primary responsibility for the organization, conduct and evaluation of planned activities.
 - (A) The designated employee shall possess at least six months of experience in organizing and providing planned group activities.
 - (2) In facilities with a licensed capacity of 50 or more clients, one employee shall have full-time responsibility for the organization, conduct and evaluation of planned activities, and shall be given assistance as necessary in order to ensure that all clients participate in accordance with their interests and abilities.
 - (A) The designated employee shall possess at least one year of experience in organizing and providing planned group activities, and shall be knowledgeable in the evaluation of client needs, the supervision of other employees, and the training of volunteers.
 - (3) Participation of volunteers in planned activities shall be encouraged.
 - (A) Such volunteers shall be under the direction and supervision of the employee designated as responsible for the activity program.

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ADULT RESIDENTIAL FACILITIES

85065 (Cont.)

85065 PERSONNEL REQUIREMENTS (Continued)

85065

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- (4) Where the facility can demonstrate that its clients are self-directed to the extent that they are able to plan, organize and conduct the facility's activity program themselves, the licensing agency shall be permitted to waive these requirements.

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- (e) The licensee shall ensure that the following personnel requirements are met in the provision of food service:
- (1) Employment, training and scheduling of food service personnel shall ensure that client's food service needs are met by the facility.
- (2) In facilities with a licensed capacity of 16 or more clients an employee shall be designated to have primary responsibility for food planning, preparation and service.
- (A) The designated employee shall receive on-the-job training or shall have related experience as evidenced by safe and effective job performance.
- (3) In facilities with a licensed capacity of 50 or more clients, and which provide three meals per day, an employee shall be designated to have full-time responsibility for the operation of the food service program and shall possess either:
- (A) One year of experience in food preparation and service accommodating 50 or more persons.
- (B) Two years of experience in food preparation and service accommodating 16 to 49 persons.
- (4) If the employee designated in a facility for 50 or more clients is not a nutritionist, dietitian, or a home economist, provision shall be made for regular consultation from a person so qualified.

85065 (Cont.)

ADULT RESIDENTIAL FACILITIES

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85065 PERSONNEL REQUIREMENTS (Continued) 85065

- (A) Such consultation shall be during at least one meal preparation and service, on the day of the consultation, and shall include review and approval of the facility's food planning, preparation and service procedures.
 - (B) A written record of the frequency, nature and duration of the consultant's visits shall be secured from the consultant and maintained in the facility.
 - (C) The licensing agency shall have authority to require more frequent consultation than the licensee is having, when the licensing agency determines and documents the need for such additional consultation.
- (f) The licensee shall ensure that all direct services to clients requiring specialized skills are performed by personnel who are licensed or certified to perform the service.
- (1) Where no license or certification is available for a particular skill, prior approval of the licensing agency shall be obtained for the provision of the service by an unlicensed or uncertified person.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1531 and 1562, Health and Safety Code.

85065.5 DAY STAFF-CLIENT RATIO 85065.5

- (a) Whenever a client who relies upon others to perform all activities of daily living is present, the following minimum staffing requirements shall be met:
 - (1) For Regional Center clients, staffing shall be maintained as specified by the Regional Center but no less than one direct care staff to three such clients.
 - (2) For all other clients, there shall be a staff-client ratio of no less than one direct care staff to three such clients.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, 1531 and 1562, Health and Safety Code.

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ADULT RESIDENTIAL FACILITIES

85065.6

85065.6 NIGHT SUPERVISION

85065.6

- (a) Night supervisory staff shall meet the personnel requirements specified in Section 80065, and the requirements below.
- (b) Employees providing night supervision from 10:00 p.m. to 7:00 a.m., as specified in (c) through (f) below, shall be available to assist in the care and supervision of clients in the event of an emergency, and shall have received training in the following:
 - (1) The facility's planned emergency procedures.
 - (2) First aid, as specified in Section 80075.
- (c) In facilities providing care and supervision for 15 or fewer clients, there shall be at least one person on call on the premises.
- (d) In facilities providing care and supervision for 16 to 100 clients, there shall be at least one person on duty, on the premises and awake. Another person shall be on call and capable of responding within 30 minutes.
- (e) In facilities providing care and supervision for 101 to 200 clients, at least one person shall be on call, on the premises; another qualified person shall be on duty, on the premises and awake; and another person shall be on call and capable of responding within 30 minutes.
- (f) In facilities providing care to seven or more clients who rely upon others to perform all activities of daily living, there shall be at least one person on duty, on the premises and awake.
 - (1) For every additional 14 such clients, there shall be one additional person on duty, on the premises and awake.
- (g) In facilities providing care to Regional Center clients who rely upon others to perform all activities of daily living, night supervision shall be maintained as required by the Regional Center, but no less than the staff-client ratio specified in Sections 85065.6(f) and (f)(1).
- (h) For every additional 100 clients, or fraction thereof, for whom care and supervision is being provided, there shall be one additional person on duty, on the premises and awake.
- (i) In facilities required to have a signal system, as specified in Section 85088, at least one staff person shall be responsible for responding to the signal system.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, and 1531, Health and Safety Code.

85066

ADULT RESIDENTIAL FACILITIES

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85066 PERSONNEL RECORDS

85066

- (a) In addition to Section 80066, the following shall apply.
- (b) A dated employee time schedule shall be developed at least monthly, shall be displayed conveniently for employee reference and shall contain the following information for each employee:
 - (1) Name.
 - (2) Job title.
 - (3) Hours of work.
 - (4) Days off.
- (c) The licensee shall maintain documentation that the administrator has met the certification requirements specified in Section 85064.2.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1501, 1562.3, and 1562.4, Health and Safety Code.

85068 ADMISSION AGREEMENTS

85068

- (a) In addition to Section 80068, the following shall apply.
- (b) The admission agreement must specify the following:
 - (1) Payment provisions, including the client's funding source.
 - (A) Such disclosure shall be at the client's discretion.
 - (2) General facility policies which are intended to ensure that no client, in the exercise of his/her personal rights, infringes upon the personal rights of any other client.
 - (3) The current arrangement with the client regarding the provision of food service.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, and 1531, Health and Safety Code.

Regulations

ADULT RESIDENTIAL FACILITIES

85068.2 (Cont.)

85068.1 ADMISSION PROCEDURES

85068.1

- (a) The licensee shall develop, maintain, and implement admission procedures which shall meet the requirements specified in this section.
- (b) No client may be admitted prior to a determination of the facility's ability to meet the needs of the client, which must include an appraisal of his/her individual service needs as specified in Sections 80068.2 and 85068.2.
- (c) Prior to accepting a client for care and supervision, the person responsible for admissions shall:
 - (1) Interview the prospective client, and his/her authorized representative, if any.
 - (A) The interview shall provide the prospective client with information about the facility, including the information contained in the Admission Agreement and any additional policies and procedures, house rules, and activities.
 - (2) Develop a Needs and Services Plan as specified in Sections 80068.2 and 85068.2.
- (d) The facility shall obtain the medical assessment, performed as specified in Section 80069.
- (e) If admission is agreed to, the facility shall obtain the signature of the client, or his/her authorized representative, if any, on the Admission Agreement.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, 1530 and 1531, Health and Safety Code.

85068.2 NEEDS AND SERVICES PLAN

85068.2

- (a) Prior to admission, the licensee shall determine whether the facility's program can meet the prospective client's service needs.
- (b) If the client is to be admitted, then prior to admission, the licensee shall complete a written Needs and Services Plan, which shall include:
 - (1) The client's desires and background, obtained from the client's family or his/her authorized representative, if any, and licensed professional, where appropriate, regarding the following:
 - (A) Entrance to the facility.

85068.2 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85068.2 NEEDS AND SERVICES PLAN
(Continued)

85068.2

- (B) Specific service needs, if any.
 - (C) The written medical assessment specified in Section 80069.
 - (D) Mental and emotional functioning.
 - (E) The written mental health intake assessment, if any, specified in Section 85069.3.
 - (F) The written functional capabilities assessment specified in Section 80069.2.
- (2) Facility plans for providing services to meet the individual needs identified above.
- (c) If the client has a restricted health condition specified in Section 80092, the Needs and Services Plan must include the Restricted Health Condition Care Plan specified in Section 80092.2.
- (d) The licensee shall involve the following persons in the development of the Needs and Services Plan:
- (1) The client, or his/her authorized representative, if any.
 - (2) Any relative participating in the placement.
 - (3) The placement or referral agency, if any.
 - (4) The person responsible for facility admissions.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507 and 1531, Health and Safety Code.

85068.3 MODIFICATIONS TO NEEDS AND SERVICES PLAN

85068.3

- (a) The written Needs and Services Plan specified in Section 85068.2 shall be updated as frequently as necessary to ensure its accuracy, and to document significant occurrences that result in changes in the client's physical, mental and/or social functioning.
- (b) If modifications to the plan identify an individual client service need which is not being met by the general program of facility services, the following requirements shall be met:
 - (1) Consultation shall be secured from a dietitian, physician, social worker, psychologist, or other consultant as necessary to assist in determining if such needs can be met by the facility within the facility's program of services.

Regulations

ADULT RESIDENTIAL FACILITIES

85068.4 (Cont.)

85068.3 MODIFICATIONS TO NEEDS AND SERVICES PLAN
(Continued)

85068.3

- (2) If it is determined that the client's needs can be met, the licensee in conjunction with the consultant shall develop and maintain in the facility a written Needs and Services Plan that must include the following:
 - (A) Objectives, within a time frame, that relate to the client's problems and/or needs.
 - (B) Plans for meeting the objectives.
 - (C) Identification of any individuals or agencies responsible for implementing and evaluating each part of the plan.
 - (D) Method of evaluating progress.
- (3) If it is determined that the client's needs cannot be met, the licensee shall inform the client and/or his/her authorized representative, if any, or responsible person, if there is no authorized representative, of this fact and shall request that the client relocate.
 - (A) If the client refuses to relocate, the licensee may evict the client in accordance with Section 80068.5.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, and 1531, Health and Safety Code.

85068.4 ACCEPTANCE AND RETENTION LIMITATIONS

85068.4

- (a) The licensee shall not accept or retain the following:
 - (1) Persons with prohibited health conditions specified in Section 80091.
 - (2) Persons who require inpatient care in a health facility.
 - (3) Persons who have needs that are in conflict with the needs of other clients or the program of services offered.
 - (4) Persons who require more care and supervision than is provided by the facility.
 - (5) Any person whose primary need is acute psychiatric care due to a mental disorder.

85068.4 ACCEPTANCE AND RETENTION LIMITATIONS
(Continued)

85068.4

- (b) The licensee may admit or retain persons who are 60 years of age or older whose needs are compatible with those of other clients if they require the same level of care and supervision as the other clients in the facility and the licensee is able to meet their needs.
- (c) When a licensee admits or retains any person 60 years of age or older, the licensee shall ensure that all of the following information is contained in the person's file:
 - (1) Completed Functional Capabilities Assessment, required by Section 80069.2.
 - (2) Completed Needs and Services Plan, required by Section 85068.2. If one or more age-related care needs are identified by the provider or the referring source, the licensee shall ensure that the Needs and Services Plan specifies how such need(s) will be addressed.
 - (3) Documentation of a medical assessment, signed by a physician, made within the last year.
 - (4) A letter of support from the person's conservator with placement authority, if applicable.
 - (5) Letters of support, if any, from the person's placement officer, social worker, and/or mental health professional, if applicable, documenting that the Adult Residential Facility is the most appropriate setting for the person.
- (d) The licensee shall ensure that the Needs and Services Plan for each client 60 years of age or older is updated at least annually and in accordance with Section 85068.3.
- (e) The licensee shall ensure that the medical assessment for each client 60 years of age or older is updated at least annually and in accordance with the regulations addressing medical assessments in Residential Care Facilities for the Elderly (RCFE) [California Code of Regulations, Title 22, Sections 87458(b) and (c)].
- (f) The Department may require the licensee to comply with various regulations applicable to RCFEs if the Department determines that compliance with any such specific regulations is necessary to protect the health and safety of clients 60 years of age or older. Such regulations may include, but not be limited to, those pertaining to the training of staff members who assist clients with personal activities of daily living; the regular observation of clients for changes in physical, mental, emotional, and social functioning; and the notification of the client's physician and responsible person and/or authorized representative, if any, of documented changes.

Regulations

ADULT RESIDENTIAL FACILITIES

85068.5 (Cont.)

85068.4 ACCEPTANCE AND RETENTION LIMITATIONS
(Continued)

85068.4

- (g) If acceptance or retention of an individual 60 years of age or older would result in the number of persons 60 years of age or older exceeding 50 percent of the census in facilities with a capacity of six or fewer clients, or 25 percent of the census in facilities with a capacity over six, the licensee must request an exception in order to accept or retain the individual. The exception request must be made in accordance with Section 80024. The documentation specified in Section 85068.4(c) must be submitted with the exception request.
- (h) Retention of all clients shall be in accordance with each client's Needs and Services Plan, required by Section 85068.2, and the criteria specified in Section 80092, Restricted Health Conditions.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, and 1531, Health and Safety Code; Joint Stipulation and Order for Settlement in the matter of *California Association of Mental Health Patients' Rights Advocates v. Cliff Allenby, et al.*, Santa Clara County Superior Court, No. 106-CV061397, issued November 14, 2008.

85068.5 EVICTION PROCEDURES

85068.5

- (a) The licensee shall be permitted to evict a client by serving the client with a 30-day written notice to quit for any of the following reasons:
 - (1) Nonpayment of the rate for basic services within ten days of the due date.
 - (2) Failure of the client to comply with state or local law after receiving written notice of the alleged violation.
 - (3) Failure of the client to comply with the general facility policies as specified in the Admission Agreement.
 - (4) A needs and services plan modification has been performed, as specified in Section 85068.3, which determined that the client's needs cannot be met by the facility and the client has been given an opportunity to relocate as specified in Section 85068.3(b)(3).
 - (5) Change of use of the facility.
- (b) The licensee shall be permitted to evict a client by serving the client with a three-day written notice to quit provided that both of the following requirements have been met:
 - (1) The licensing agency has granted prior written and/or documented telephone approval for the eviction.

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85068.5	EVICITION PROCEDURES (Continued)	85068.5
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- (A) The licensing agency shall reply to a request for such approval within two working days.
- (B) Failure of the licensing agency to reply within two working days shall be considered approval.
- (2) The client has engaged or is engaging in behavior which is a threat to his/her mental and/or physical health or safety, or to the health and safety of others in the facility.
- (c) The licensee shall set forth in the notice to quit the reasons for the eviction, with specific facts including the date, place, witnesses, and circumstances.
- (d) The licensee shall, upon completion of the procedures specified in (a) or (b) above, notify or mail a copy of the notice to quit to the client's authorized representative if any.
- (e) A written report of any eviction processed in accordance with (a) above shall be sent to the licensing agency within five days of the eviction.
- (f) Nothing in this section is intended to preclude the licensee or client from invoking any other available remedy.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

85069.3	MENTAL HEALTH INTAKE ASSESSMENT	85069.3
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- (a) In order to determine his/her ability to provide the services needed by a client with mental illness, the licensee of an ARF shall ensure that a written intake assessment is prepared as required by Health and Safety Code Section 1562.6(a).

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- (1) Health and Safety Code Section 1562.6(a) is paraphrased in pertinent part:

The administrator of an adult residential care facility that provides services for residents who have mental illness shall ensure that a written intake assessment is prepared by a licensed mental health professional prior to acceptance of the client. This assessment may be provided by a student intern if the work is supervised by a properly licensed mental health professional. Facility administrators may utilize placement agencies, including, but not limited to, county clinics for referrals and assessments.

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NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1502, 1507, 1530, 1531 and 1562.6, Health and Safety Code.

85070 **ADULT RESIDENTIAL FACILITIES** **Regulations**

85070 **CLIENT RECORDS** **85070**

- (a) In addition to Section 80070, each client record must contain the following information:
 - (1) Last known address.
 - (2) Religious preference, and name and address of clergyman or religious advisor, if any.
 - (3) Needs and Services Plan and any modifications thereto, as specified in Sections 80068.2, 80068.3, 85068.2 and 85068.3.
 - (4) Mental Health Intake Assessment specified in Section 85069.3.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1531, 1533, 1534 and 1538, Health and Safety Code.

Regulations

ADULT RESIDENTIAL FACILITIES

85072 (Cont.)

85072 PERSONAL RIGHTS

85072

- (a) In addition to Section 80072, the following shall apply.
- (b) The licensee shall insure that each client is accorded the following personal rights.
 - (1) To visit the facility with his/her relatives or authorized representative prior to admission.
 - (2) To have the facility inform his/her relatives and authorized representative, if any, of activities related to his/her care and supervision, including but not limited to notification of any modifications to the needs and services plan.
 - (3) To have communications to the facility from his/her relatives or authorized representative answered promptly and completely.
 - (4) To have visitors, including advocacy representatives, visit privately during waking hours, provided that such visitations do not infringe upon the rights of other clients.
 - (5) To wear his/her own clothes.
 - (6) To possess and use his/her own personal items, including his/her own toilet articles.
 - (7) To possess and control his/her own cash resources.
 - (8) To have access to individual storage space for his/her private use.
 - (9) To have access to telephones in order to make and receive confidential calls, provided that such calls do not infringe upon the rights of other clients and do not restrict availability of the telephone during emergencies.
 - (A) The licensee shall be permitted to require reimbursement from the client or his/her authorized representative for long distance calls.
 - (B) The licensee shall be permitted to prohibit the making of long distance calls upon documentation that requested reimbursement for previous calls has not been received.

85075.1 HOSPICE CARE (Continued)

85075.1

- (4) A written hospice care plan is developed for each existing or prospective terminally ill client by that client's hospice agency. Prior to the initiation of hospice services in the facility for that client, the plan must be agreed upon by the licensee and the client, or the client's Health Care Surrogate Decision Maker, if any. A written request to allow his or her acceptance or retention in the facility while receiving hospice services shall be signed by each existing or prospective client or the existing Health Care Surrogate Decision Maker, if any, and maintained by the licensee in the client's record. All plans must be fully implemented by the licensee and by the hospice agency.

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Health and Safety Code section 1507.3(a) provides in part that:

- (4) The hospice has agreed to design and provide for care, services, and necessary medical intervention related to the terminal illness as necessary to supplement the care and supervision provided by the facility.
- (5) An agreement has been executed between the facility and the hospice regarding the care plan for the terminally ill resident, or the terminally ill person to be accepted as a resident. The care plan shall designate the primary caregiver, identify other caregivers, and outline the tasks the facility is responsible for performing and the approximate frequency with which they shall be performed. The care plan shall specifically limit the facility's role for care and supervision to those tasks authorized for a residential facility under this chapter.

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Regulations

ADULT RESIDENTIAL FACILITIES

85075.1 (Cont.)

85075.1 HOSPICE CARE (Continued)

85075.1

- (5) The acceptance or retention of any terminally ill client in the facility does not represent a threat to the health and safety of any other facility client or results in a violation of the personal rights of any other facility client.
- (6) The hospice and the client agree to provide the licensee with all information necessary to allow the licensee to comply with all regulations and to assure that the client's needs are met.
- (7) The hospice agrees to provide necessary medical intervention related to the client's terminal illness.
 - (A) The medical intervention shall not exceed the care and supervision for a residential facility, as defined in Chapters 1 and 6, Division 6, of Title 22, CCR, governing Adult Residential Facilities.
- (b) A current and complete plan shall be maintained in the facility for each hospice client and include the following:
 - (1) The name, office address, business telephone number, and 24-hour emergency telephone number of the hospice and the client's physician.
 - (2) A description of the services to be provided in the facility by the hospice, including, but not limited to, the type and frequency of services to be provided.
 - (3) The designation of the client's primary contact person at the hospice, and the client's primary and alternate care-giver at the facility.
 - (4) A description of the licensee's responsibility for implementing the plan including, but not limited to, facility staff duties, record keeping, and communication with the hospice, the client's physician, and the client's responsible person, if any. This description shall include the type and frequency of the tasks to be performed by facility staff.
 - (A) The plan shall specify all procedures to be implemented by the licensee regarding the storage and handling of medications or other substances, and the maintenance and use of medical supplies, equipment, or appliances.
 - (B) The plan shall specify, by name or job function, the licensed health care professional on the hospice staff who will control and supervise the storage and administration of all controlled drugs (Schedule II-V, as defined in Health and Safety Code Sections 11055-11058) for the client. Facility staff may assist clients with self-medications without hospice personnel being present.

85075.1 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85075.1 HOSPICE CARE (Continued)

85075.1

- (C) The plan shall neither require nor recommend that the licensee, or any facility staff, other than a physician or appropriately skilled professional, implement any health care procedure that may legally be provided only by a physician or appropriately skilled professional.
- (5) A description of all hospice services to be provided or arranged in the facility by persons other than the licensee, facility staff, or the hospice. These persons include but are not limited to clergy and the client's family members and friends.
- (6) Identification of the training needed, which staff members need this training, and who will provide the training related to the licensee's responsibilities for implementing the plan.
 - (A) The training shall include, but not be limited to, the needs of hospice patients, such as hydration, infection control, and turning and incontinence care to prevent skin breakdown.
 - (B) The hospice agency will provide training to all staff providing care to terminally ill clients that have obtained hospice services. This training shall be specific to the current and ongoing needs of the individual client receiving hospice care. The training must be completed before hospice care for a client begins in the facility.
- (7) Any other information deemed necessary by the Department, on an individual basis, to ensure that the terminally ill client's needs for health care, personal care, and supervision are met.
- (c) The licensee shall ensure that the plan complies with the requirements of this section and those provisions of Chapters 1 and 6, Division 6, of Title 22, CCR, governing Adult Residential Facilities.
- (d) The licensee shall ensure that the plan is current, accurately matches the services being provided, and that the client's care needs are being met at all times.
- (e) The Department may require that the licensee obtain a revision of the plan if the plan is not fully implemented, or if the Department has determined that the plan should be revised to protect the health and safety of any facility client.
- (f) The licensee shall maintain a record of all hospice-related training provided to the licensee or facility staff for a period of three years.
 - (1) The record of each training session shall specify the names and credentials of the trainer, the persons in attendance, the subject matter covered, and the date and duration of the training session.

Regulations

ADULT RESIDENTIAL FACILITIES

85075.1 (Cont.)

85075.1 HOSPICE CARE (Continued)

85075.1

- (2) The Department shall be entitled to inspect, audit, remove if necessary, and copy the record upon demand during normal business hours.
- (g) In addition to meeting the reporting requirements specified in Sections 80061 and 85061, the licensee shall submit a report to the Department when a client's hospice services are interrupted or discontinued for any reason other than the death of the client. The licensee shall also report any deviation from the client's plan, or other incident, which threatens the health and safety of any client.
 - (1) Such reports shall be made by telephone within one working day, and in writing within five working days, and shall specify all of the following:
 - (A) The name, age, and gender of each affected client.
 - (B) The date and nature of the event and explanatory background information leading up to the event.
 - (C) The name and business telephone number of the hospice.
 - (D) Actions taken by the licensee and any other parties to resolve the incident and to prevent similar occurrences.
 - (h) For each client receiving hospice services, the licensee shall maintain the following in the client's record:
 - (1) The client's or the client's Health Care Surrogate Decision Maker's written request for acceptance or retention and hospice services in the facility while receiving hospice services, and his/her advance directive or request regarding resuscitative measures, if any.
 - (2) The name, address, telephone number, and 24-hour emergency telephone number of the hospice and the client's Health Care Surrogate Decision Maker, if any, in a manner that is readily available to the client, the licensee, and facility staff.
 - (3) A copy of the written certification statement of the client's terminal illness from the medical director of the hospice or the physician in the hospice interdisciplinary group, and the client's attending physician, if any.
 - (4) A copy of the client's current plan approved by the licensee, the hospice, and the client or the client's Health Care Surrogate Decision Maker, if the client is incapacitated.

85075.1 HOSPICE CARE (Continued)

85075.1

- (5) A statement signed by the client's roommate, if any, indicating his or her acknowledgment that the client intends to receive hospice care in the facility for the remainder of the client's life, and the roommate's voluntary agreement to grant access to the shared living space to hospice staff, and the client's family members, friends, clergy, and others.
 - (A) If the roommate withdraws the agreement verbally or in writing, the licensee shall make alternative arrangements which fully meet the needs of the hospice client.
- (i) Prescription medications no longer needed shall be disposed of in accordance with Section 80075(o).
- (j) Care for the client's health condition is addressed in the plan.
 - (1) No facility staff, other than an appropriately skilled health professional, shall perform any health care procedure that, under law, may only be performed by an appropriately skilled professional.
- (k) The licensee shall maintain a record of dosages of medications that are centrally stored for each client receiving hospice in the facility.
- (l) Clients receiving hospice care, who are bedridden as defined in Section 1566.45 of the Health and Safety Code may reside in the facility provided the licensee shall within 48 hours of the client's admission or retention in the facility, notify the fire authority having jurisdiction over the bedridden client's location of the estimated length of time the client will retain his or her bedridden status in the facility.

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Health and Safety Code section 1566.45(e) provides:

"(e) Notwithstanding the length of stay of a bedridden client, every residential facility admitting or retaining a bedridden client shall, within 48 hours of the client's admission or retention in the facility, notify the fire authority having jurisdiction over the bedridden client's location of the estimated length of time the client will retain his or her bedridden status in the facility."

HANDBOOK ENDS HERE

- (m) Despite prohibitions to the contrary in Section 80091, clients who have or develop any condition or care requirements relating to naso-gastric and naso-duodenal tubes and Stage 3 and 4 dermal ulcers may be permitted to be accepted or retained in the facility, provided these clients have been diagnosed as terminally ill and are receiving hospice services in accordance with a hospice care plan required in this section and the treatment of such prohibited health conditions is specifically addressed in the hospice care plan. Clients with active, communicable tuberculosis, or any condition or care requirements which would require the facility to be licensed as a health facility as defined by Section 1202 and Section 1250 of the Health and Safety Code remain prohibited from being accepted or retained in the facility.

Regulations

ADULT RESIDENTIAL FACILITIES

85075.2 (Cont.)

85075.1 HOSPICE CARE (Continued)

85075.1

- (n) Clients receiving hospice who also have or develop any restricted health conditions listed in Section 80092, Restricted Health Conditions, may be admitted or retained in the facility without the licensee's requirement to develop and maintain a written Restricted Health Condition Care Plan in accordance with Section 80092.2, provided these clients have been diagnosed as terminally ill and are receiving hospice services in accordance with a hospice care plan required in this section and the treatment of such restricted health conditions is specifically addressed in the hospice care plan.
- (o) Nothing contained in this section precludes the Department from requiring a client to be relocated when the client's needs for care and supervision or health care are not being met in the facility.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1507.3 and 1566.45, Health and Safety Code.

85075.2 FACILITY HOSPICE CARE WAIVER

85075.2

- (a) In order to accept or retain terminally ill clients and permit them to receive care from hospice, the licensee shall have requested in writing and been granted a Facility Hospice Care Waiver from the Department. The licensee's written request shall include, but not be limited to, the following:
 - (1) The maximum number of terminally ill clients that the facility will care for at any one time.
 - (2) A statement by the licensee or designated representative that this section, and all other requirements within Chapters 1 and 6, Division 6, of Title 22, CCR, governing Adult Residential Facilities, have been read and that the licensee will ensure compliance with these requirements.
 - (3) A statement that the licensee shall comply with the terms and conditions of all plans which are designated as the responsibility of the licensee or under the control of the licensee.
 - (4) A statement that additional care staff will be provided if required by the hospice care plan.
- (b) The Department shall deny a waiver request if the licensee is not in substantial compliance with the provisions of Chapters 1 and 6, Division 6, of Title 22, CCR, governing Adult Residential Facilities.
- (c) The Department shall not approve a waiver request unless the licensee demonstrates the ability to meet the care and supervision needs of clients.
- (d) Any waiver granted by the Department shall include terms and conditions necessary to ensure the well-being of clients receiving hospice care and/or all other clients. These terms and conditions shall include, but not be limited to, the following requirements:
 - (1) A written request shall be signed by each client or the client's Health Care Surrogate Decision Maker, if any, to allow his or her acceptance or retention in the facility while receiving hospice services.

85075.2 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85075.2 FACILITY HOSPICE CARE WAIVER (Continued)

85075.2

- (A) The request shall be maintained in the client's record at the facility as specified in Section 85075.1(h)(1).
- (2) The licensee shall notify the Department in writing within five working days of the initiation of hospice care services for any terminally ill client. The notice shall include the client's name and date of admission to the facility and the name and address of the hospice agency.
- (e) Within 30 calendar days of receipt of a completed request for a waiver, the Department shall notify the applicant or licensee, in writing, of one of the following:
 - (1) The request has been approved or denied.
 - (2) The request is deficient, needing additional described information for the request to be acceptable, and a time frame for submitting this information.
- (A) Failure of the applicant or licensee to submit the requested information within the time shall result in denial of the request.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Section 1507.3, Health and Safety Code.

**85075.3 ADVANCE DIRECTIVES AND REQUESTS
REGARDING RESUSCITATIVE MEASURES**

85075.3

- (a) A client shall be permitted to have an Advance Health Care Directive in the client's file.
- (b) If a client experiences a medical emergency and has an advance directive and/or request regarding resuscitative measures on file, the facility staff shall do one of the following:
 - (1) Immediately telephone 9-1-1, present the advance directive and/or request regarding resuscitative measures to the responding emergency medical personnel and identify the client as the person to whom the directive or request refers; or
 - (2) Immediately give the advance directive and/or request regarding resuscitative measures to a physician, RN or LVN if he or she is in the client's presence at the time of the emergency and if he or she assumes responsibility; or
 - (3) Specifically for a terminally ill client that is receiving hospice services who has completed an advance directive and/or request to forego resuscitative measures, and who is experiencing a life-threatening emergency and is displaying symptoms of impending death directly related to the expected course of the client's terminal illness, the facility may immediately notify the client's hospice agency in lieu of calling emergency response (9-1-1). For emergencies not directly related to the client's terminal illness, the facility staff shall immediately telephone emergency response (9-1-1).

**85075.3 ADVANCE DIRECTIVES AND REQUESTS
REGARDING RESUSCITATIVE MEASURES (Continued)**

85075.3

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Health and Safety Code section 1507.3 states in relevant part:

- "(c) A facility that has obtained a hospice waiver from the Department pursuant to this section, or an Adult Residential Facility for Persons with Special Health Care Needs (ARFPSHN) licensed pursuant to Article 9 (commencing with Section 1567.50), need not call emergency response services at the time of a life-threatening emergency if the hospice agency is notified instead and all of the following conditions are met:
- (1) The resident is receiving hospice services from a licensed hospice agency.
 - (2) The resident has completed an advance directive, as defined in Section 4605 of the Probate Code, requesting to forego resuscitative measures.
 - (3) The facility has documented that facility staff have received training from the hospice agency on the expected course of the resident's illness and the symptoms of impending death."

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NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507 and 1507.3, Health and Safety Code, and Section 4605, Probate Code.

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Regulations **ADULT RESIDENTIAL FACILITIES** **85076 (Cont.)**

85075.4 **OBSERVATION OF THE CLIENT** **85075.4**

- (a) The licensee shall regularly observe each client for changes in physical, mental, emotional and social functioning.

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- (1) Documentation of such observation shall not be required.

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- (b) The licensee shall provide assistance when observation reveals needs which might require a change in the existing level of service, or possible discharge or transfer to another type of facility.
- (c) The licensee shall bring observed changes, including but not limited to unusual weight gains or losses, or deterioration of health condition, to the attention of the client's physician and authorized representative, if any.
- (d) A client suspected of having a contagious or infectious disease shall be isolated and a physician contacted to determine suitability of the client's retention in the facility.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, 1507.3, 1521 and 1531, Health and Safety Code.

85076 **FOOD SERVICE** **85076**

- (a) In addition to Section 80076, the following shall apply.
- (b) The licensee shall meet the food service personnel requirements specified in Section 85065(e).
- (c) The following requirements shall be met when serving food:
- (1) Meals served on the premises shall be served in one or more dining rooms or similar areas in which the furniture, fixtures and equipment necessary for meal service are provided.
- (A) Such dining areas shall be located near the kitchen so that food may be served quickly and easily.
- (2) Tray service shall be provided in case of temporary need.

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Regulations

ADULT RESIDENTIAL FACILITIES

85076

85076 FOOD SERVICE (Continued)

85076

- (d) The licensee shall meet the following food supply and storage requirements:
- (1) Supplies of staple nonperishable foods for a minimum of one week and fresh perishable foods for a minimum of two days shall be maintained on the premises.
 - (2) Freezers shall be large enough to accommodate required perishables and shall be maintained at a temperature of zero degrees F (17.7 degrees C).
 - (3) Refrigerators shall be large enough to accommodate required perishables and shall maintain a maximum temperature of 45 degrees F (7.2 degrees C).
 - (4) Freezers and refrigerators shall be kept clean, and food storage shall permit the air circulation necessary to maintain the temperatures specified in (2) and (3) above.
- (e) Clients shall be encouraged to have meals with other clients.
- (f) Clients who do not elect to have all meals provided by the facility as specified in Section 80076(a)(3), but whose conditions subsequently change so that self-purchase of foods and self-preparation of meals is no longer a viable alternative, shall receive full meal service.

NOTE: Authority cited: Sections 1501 and 1531, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

85077 **ADULT RESIDENTIAL FACILITIES** **Regulations**

85077 **PERSONAL SERVICES** **85077**

- (a) Licensees shall provide necessary personal assistance and care, as indicated in the needs and services plan, with activities of daily living including but not limited to dressing, eating, and bathing.
- (b) Licensees shall provide basic laundry services, including washing and drying of clients' personal clothing.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

85078 **RESPONSIBILITY FOR PROVIDING CARE AND SUPERVISION** **85078**

- (a) In addition to Section 80078, the following shall apply:
 - (1) The licensee shall provide those services identified in the client's needs and services plan as necessary to meet the client's needs.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1527, 1530 and 1531, Health and Safety Code.

Regulations

ADULT RESIDENTIAL FACILITIES

85079

85079

ACTIVITIES

85079

- (a) The licensee shall ensure that planned recreational activities, which include the following, are provided for the clients:
 - (1) Activities that require group interaction.
 - (2) Physical activities including but not limited to games, sports and exercise.
- (b) Each client who is capable shall be given the opportunity to participate in the planning, preparation, conduct, clean-up and critique of the activities.
- (c) The licensee shall ensure that clients are given the opportunity to attend and participate in community activities including but not limited to the following:
 - (1) Worship services and activities of the client's choice.
 - (2) Community Service activities.
 - (3) Community events, including but not limited to concerts, tours, dances, plays, and celebrations of special events.
 - (4) Self-help organizations.
 - (5) Senior citizen groups, sports leagues and service clubs.
- (d) In facilities with a licensed capacity of seven or more clients, notices of planned activities shall be posted in a central facility location readily accessible to clients, relatives, and representatives of placement and referral agencies.
 - (1) Copies of such notices shall be retained in facility files for at least six months.
- (e) In facilities with a licensed capacity of 50 or more clients, a current, written program of activities shall be planned in advance and made available to all clients.
- (f) Activities shall be encouraged through provision of the space, equipment and supplies specified in Sections 85087.2, 85087.3, and 85088(g).

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

85080

ADULT RESIDENTIAL FACILITIES

Regulations

85080

RESIDENT COUNCILS

85080

- (a) Each facility, at the request of a majority of its residents, shall assist its residents in establishing and maintaining a resident-oriented facility council.
- (1) The licensee shall provide space and post notice for meetings, and shall provide assistance in attending council meetings for those residents who request it.
- (A) If residents are unable to read the posted notice because of a physical or functional disability, the licensee shall notify the residents in a manner appropriate to that disability including but not limited to verbal announcements.
- (2) The licensee shall document notice of meetings, meeting times, and recommendations from council meetings.
- (3) In order to permit a free exchange of ideas, at least part of each meeting shall be conducted without the presence of any facility personnel.
- (4) Residents shall be encouraged, but shall not be compelled to attend council meetings.
- (b) The licensee shall ensure that in providing for resident councils the requirements of Section 1520.2 of the Health and Safety Code are observed.

HANDBOOK BEGINS HERE

Health and Safety Code Section 1520.2 reads in pertinent part:

The council shall be composed of residents of the facility and may include family members of residents of the facility. The council may, among other things, make recommendations to the facility administrators to improve the quality of daily living in the facility and may negotiate to protect residents' rights with facility administrators.

A violation of this section shall not be subject to the provisions of Health and Safety Code Section 1540 (misdemeanors), but shall be subject to the provisions of Health and Safety Code Section 1534 (civil penalties).

This section shall not apply to facilities licensed for six (6) or fewer individuals.

HANDBOOK ENDS HERE

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Section 1520.2, Health and Safety Code.

Regulations **ADULT RESIDENTIAL FACILITIES** **85081**

85081 **REQUIREMENTS FOR EMERGENCY ADULT PROTECTIVE SERVICES PLACEMENTS** **85081**

- (a) The licensee shall be permitted to accept emergency placements by an adult protective services (APS) agency, if the licensee has received approval from the Department to provide emergency shelter services.
- (1) To obtain approval, the licensee shall submit a written request to the Department. The request shall include, but not limited to, the following:
- (A) A letter of interest from the county APS agency stating that if the request to provide emergency shelter services is approved, the APS agency may enter into an agreement with the licensee to provide such services.
1. A copy of the written agreement between the APS agency and the licensee, listing the responsibilities of each party, shall be sent to the Department within seven calendar days of signing.
- (B) A written addendum to the Plan of Operation, specified in Sections 80022 and 85022, that includes procedures for the intake of an APS emergency placement. The addendum shall specify how the licensee will meet the needs of a client placed on an emergency basis, such as on-call staff, additional staff and training.
1. The procedures shall include, but not be limited to, provisions for a private room.
- a. The licensee shall provide a private room for the client until an individual program plan or a Needs and Services Plan has been completed, specified in Sections 80068.2 and 85068.2.
- b. The Department may approve an alternative to a private room, such as awake or additional staff, but an alternative shall not be approved if it displaces staff or other clients of the facility.

85081 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85081

REQUIREMENTS FOR EMERGENCY ADULT PROTECTIVE SERVICES PLACEMENTS (Continued)

85081

- (C) A licensee of an adult residential facility may accept an elderly client, 60 years of age or older, for emergency placement under the following conditions.
1. The APS agency has written a statement indicating a local need exists for the licensee to accept elderly emergency placements.
 - a. The licensee attaches this APS statement of local need [Section 85081(a)(1)(C)1.] to the written request, specified in Section 85081(a)(1).
 - b. The licensee must request a statement each year from the APS agency, indicating a local need still exists as specified in Section 85081(a)(1)(C)1., and submit the statement to the Department.
- (b) The Department shall provide written approval or denial of a licensee's request to provide emergency shelter services within 15 working days of its receipt.
- (c) The licensee shall comply with the regulations in Title 22, Division 6, Chapter 1 (General Licensing Requirements) and Chapter 6 (Adult Residential Facilities), unless otherwise stated in Section 85081. These regulations include, but are not limited to, the following:
- (1) The licensee shall not exceed the capacity limitations specified on the license and shall not allow rooms approved only for ambulatory clients to be used by nonambulatory clients, as specified in Section 80010.
 - (2) The licensee shall meet the requirements in Section 80020(b) on fire clearance if the licensee has accepted a nonambulatory client, defined in Section 80001n.(2).
- (d) The licensee shall not accept the following persons as APS emergency placements:
- (1) Individuals who use metered-dose and dry powder inhalers [Section 80075(a)(2)(A)].
 - (2) Individuals who require oxygen [Section 80075(h)].
 - (3) Individuals who rely upon others to perform all activities of daily living [Section 80077.2].
 - (4) Individuals who lack hazard awareness or impulse control [Section 80077.3].
 - (5) Individuals who have contractures [Section 80077.5].
 - (6) Individuals who have prohibited health conditions [Section 80091].

Regulations	ADULT RESIDENTIAL FACILITIES	85081 (Cont.)
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85081	REQUIREMENTS FOR EMERGENCY ADULT PROTECTIVE SERVICES PLACEMENTS (Continued)	85081
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- (7) Individuals who have restricted health conditions [Section 80092].
- (8) Individuals who require inpatient care in a health facility [Section 85068.4(a)(2)].
- (9) Any individual whose primary need is acute psychiatric care due to a mental disorder [Section 85068.4(a)(5)].
- (10) Individuals who are receiving hospice care.
- (e) The licensee shall not admit an APS emergency placement unless the APS worker is present at the facility at the time of admission.
- (f) Prior to acceptance of an APS emergency placement, the licensee shall obtain and keep on file the following information received from the APS worker:
 - (1) Client's name.
 - (2) Client's ambulatory status.
 - (3) Name(s) and telephone number(s) of the client's physician(s).
 - (4) Name(s), business address(es), and telephone number(s) of the APS worker responsible for the client's placement and the APS case worker, if known.
 - (5) Name, address, and telephone number of any person responsible for the care of the client, if available.
- (g) At the time of the APS emergency placement, the licensee shall ensure receipt of a mental health intake assessment, specified in Section 85069.3, for mentally ill clients.
- (h) Within seven calendar days of an APS emergency placement, the licensee shall obtain other client information specified in Sections 80070 and 85070.
 - (1) The client must have tuberculosis test [Section 80069(c)(1)] by the seventh day of placement even though the test results may not be available by the seventh day of placement.

85081 REQUIREMENTS FOR EMERGENCY ADULT PROTECTIVE SERVICES PLACEMENTS (Continued) 85081

- (i) The licensee shall contact the client's attending physician or the person authorized to act for the physician to identify all of the client's prescribed medications and usage instructions [Section 80069(c)(3)] by the next working day, but no later than 72 hours from the initial APS emergency placement.
 - (1) The attending physician or the person acting for the physician shall have access to the client's records to determine whether the full medication regimen is accounted for and accurate.
 - (2) If medication verification, as specified in Section 85081(i), has not been obtained within 72 hours from the client's initial placement, the licensee shall contact the APS worker to request that the client be relocated, as specified in Section 85081(j).
- (j) The licensee shall contact the APS worker to request that the client be relocated immediately when the licensee identifies that needs cannot be met or that the client has a condition specified in Section 85081(d).
 - (1) The licensee cannot retain a client aged 60 years or older beyond 30 calendar days from initial placement by the APS agency unless the following requirement is met:
 - (A) The licensee must request an exception, specified in Section 80024(b)(2), within 30 calendar days of initial placement, but the client must be relocated if the Department denies the request.
- (k) Within seven calendar days of the licensee making any changes to an agreement with an APS agency, the licensee shall notify the Department in writing of these changes, which may include a renewed agreement, amended language and/or notification of a terminated agreement.
- (l) All emergency placements are subject to the same record requirements as set forth in Section 80070(f).

NOTE: Authority cited: Sections 1530 and 1531, Health and Safety Code; Sections 15763(a), (a)(2), and (d), Welfare and Institutions Code; and Senate Bill 2199 (Chapter 946, Statutes of 1998), Section 14 uncodified. Reference: Section 15610.13, Welfare and Institutions Code; and Sections 1501, 1502, 1507, 1507.3, 1520, 1531.1, 1533, 1536.1, 1536.3, 1557.5, 1562.6 and 13131, Health and Safety Code.

Article 7. PHYSICAL ENVIRONMENT

85087 BUILDINGS AND GROUNDS

85087

- (a) In addition to Section 80087, bedrooms must meet, at a minimum, the following requirements:
- (1) Not more than two clients shall sleep in a bedroom.
 - (2) Bedrooms must be large enough to allow for easy passage and comfortable use of any required client-assistive devices, including but not limited to wheelchairs, walkers, or oxygen equipment, between beds and other items of furniture specified in Section 85088(c).
 - (3) No room commonly used for other purposes shall be used as a bedroom for any person.
 - (A) Such rooms shall include but not be limited to halls, stairways, unfinished attics or basements, garages, storage areas, and sheds, or similar detached buildings.
 - (4) No client bedroom shall be used as a public or general passageway to another room, bath or toilet.
- (b) Stairways, inclines, ramps, open porches, and areas of potential hazard to clients whose balance or eyesight is poor shall not be used by clients unless such areas are well lighted and equipped with sturdy hand railings.
- (c) Facilities shall meet the following requirements in laundry areas:
- (1) Space and equipment for washing, ironing and mending of personal clothing.
 - (2) Space used for soiled linen and clothing shall be separated from the clean linen and clothing storage and handling area.
 - (3) In facilities with a licensed capacity of 16 or more clients, space used to do the laundry shall not be part of an area used for storage of any item other than items necessary for laundry activities.
- (d) Facilities with a licensed capacity of 16 or more clients shall meet the following requirements:
- (1) There shall be space available in the facility to serve as an office for business, administration and admission activities.
 - (2) There shall be a private office in which the administrator may conduct private interviews.

85087 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85087 BUILDINGS AND GROUNDS (Continued)

85087

(3) There shall be a reception area and a restroom facility designated for use by visitors.

(e) Dining rooms or similar areas for food service shall be provided as specified in Section 85076.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1507, and 1531, Health and Safety Code.

85087.2 OUTDOOR ACTIVITY SPACE

85087.2

(a) Outdoor activity areas shall be provided which are easily accessible to clients and protected from traffic.

(b) The outdoor activity area shall provide a shaded area, and shall be comfortable, and furnished for outdoor use.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

85087.3 INDOOR ACTIVITY SPACE

85087.3

(a) As a condition of licensure, there shall be common rooms, including a living room, dining room, den or other recreation/activity room, which provide the necessary space and/or separation to promote and facilitate the program of planned activities specified in Section 85079, and to prevent such activities from interfering with other functions.

(1) At least one such room shall be available to clients for relaxation and visitation with friends and/or relatives.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501 and 1531, Health and Safety Code.

Regulations

ADULT RESIDENTIAL FACILITIES

85088 (Cont.)

85088 FIXTURE, FURNITURE, EQUIPMENT, AND SUPPLIES 85088

- (a) In addition to Section 80088, as a condition of licensure, the following shall apply.
- (b) Toilet, washbasin, bath and shower fixtures shall at a minimum meet the following requirements:
 - (1) At least one toilet and washbasin shall be maintained for each six persons residing in the facility, including clients, family and personnel.
 - (2) At least one bathtub or shower shall be maintained for each ten persons residing in the facility.
 - (3) Toilets and bathrooms shall be located near client bedrooms.
 - (4) Individual privacy shall be provided in all toilet, bath and shower areas.
- (c) The licensee shall ensure provision to each client of the following furniture, equipment and supplies necessary for personal care and maintenance of personal hygiene.
 - (1) An individual bed, except that couples shall be allowed to share one double or larger sized bed, maintained in good repair, and equipped with good bed springs, a clean mattress and pillow(s).
 - (A) Fillings and covers for mattresses and pillows shall be flame retardant.
 - (B) No adult residential facility shall have more beds for client use than required for the maximum capacity approved by the licensing agency.
 - 1. This requirement shall not apply to beds made available for illness or separation of others in the isolation room or area as required by Section 80075.
 - (2) Bedroom furniture including, in addition to (c)(1) above, for each client, a chair, a night stand, and a lamp or lights necessary for reading.
 - (A) Two clients sharing a bedroom shall be permitted to share one night stand.
 - (3) Portable or permanent closets and drawer space in each bedroom to accommodate the client's clothing and personal belongings.
 - (A) A minimum of two drawers or eight cubic feet (.2264 cubic meters) of drawer space, whichever is greater, shall be provided for each client.

85088 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85088 **FIXTURE, FURNITURE, EQUIPMENT, AND SUPPLIES** (Continued) **85088**

- (4) Clean linen in good repair, including lightweight, warm blankets and bedspreads; top and bottom bed sheets; pillow cases; mattress pads; rubber or plastic sheeting, when necessary; and bath towels, hand towels and washcloths.
 - (A) The quantity of linen provided shall permit changing the linen at least once each week or more often when necessary to ensure that clean linen is in use by clients at all times.
 - (B) The use of common towels and washcloths shall be prohibited.
- (5) Feminine napkins, nonmedicated soap, toilet paper, toothbrush, toothpaste, and comb.
- (d) If the facility operates its own laundry, necessary supplies shall be available and equipment shall be maintained in good repair.
 - (1) Clients who are able, and who so desire, shall be allowed to use at least one washing machine and iron for their personal laundry, provided that the equipment is of a type and in a location which can be safely used by the clients.
 - (A) If that washing machine is coin operated, clients on SSI/SSP shall be provided with coins or tokens and laundry supplies.
 - (B) The licensee shall be permitted to designate a safe location or locations, and/or times in which clients shall be permitted to iron.
- (e) Emergency lighting, which shall include at a minimum working flashlights or other battery-powered lighting, shall be maintained and readily available in areas accessible to clients and staff.
 - (1) An open-flame type of light shall not be used.
 - (2) Night lights shall be maintained in hallways and passages to nonprivate bathrooms.
- (f) Facilities shall meet the following signal system requirements:
 - (1) In all facilities with a licensed capacity of 16 or more clients, and all facilities having separate floors or separate buildings without full-time staff there shall be a signal system which has the ability to meet the following requirements:
 - (A) Operation from each client's living unit.
 - (B) Transmission of a visual and/or auditory signal to a central location, or production of an auditory signal at the client's living unit which is loud enough to summon staff.

Regulations

ADULT RESIDENTIAL FACILITIES

85088

85088 FIXTURE, FURNITURE, EQUIPMENT, AND SUPPLIES (Continued) 85088

- (C) Identification of the specific client's living unit from which the signal originates.
- (2) Facilities having more than one wing, floor or building shall be allowed to have a separate signal system in each component provided that each such system meets the criteria specified in (1)(A) through (C) above.
- (g) The licensee shall provide and maintain the equipment and supplies necessary to meet the requirements of the planned activity program.
 - (1) Such supplies shall include daily newspapers, current magazines and a variety of reading materials.
 - (2) Special equipment and supplies necessary to accommodate physically handicapped persons or other persons with special needs shall be provided to meet the needs of the handicapped clients.
 - (3) When not in use, recreational equipment and supplies shall be stored where they do not create a hazard to clients.

NOTE: Authority cited: Section 1530, Health and Safety Code. Reference: Sections 1501, 1530 and 1531, Health and Safety Code.

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Article 9. ADMINISTRATOR CERTIFICATION TRAINING PROGRAMS

85090 INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND PROGRAM APPROVAL REQUIREMENTS 85090

- (a) Initial Certification Training Programs shall be approved by the Department prior to being offered to applicants seeking administrator certification.
- (b) Any vendor applicant seeking approval of an Initial Certification Training Program shall submit a written request to the Department's Administrator Certification Section using Request for Course Approval form LIC 9140 and Vendor Application/Renewal form LIC 9141. The request shall be signed by an authorized representative of the vendor applicant certifying that the information submitted is true and correct, and contain the following:
 - (1) Name, type of entity, physical address, e-mail address and phone number of the vendor applicant requesting approval and the name of the person in charge of the program.
 - (2) Subject title, classroom hours, proposed dates, duration, time, location and proposed instructor of each component.
 - (3) Written description and educational objectives for each subject matter component, hourly topical outline, teaching method, and description of course and participant evaluation methods.
 - (A) The use of videos, videotapes, video clips, or other visual recordings are permitted as media teaching aids in an Initial Certification Training Program but shall not, in themselves, constitute the Program or any subject matter component thereof.
 - (4) Qualifications of each proposed instructor as specified in Section 85090(i)(7) below.
 - (5) Locality(ies) in which the Training Program will be offered.
 - (6) A list and the location(s) of records to be maintained pursuant to Section 85090(i)(4) below.
 - (7) A statement of whether or not the vendor applicant and each proposed instructor held or currently holds a license, certification or other approval as a professional in a specified field and the certificate or license number(s).
 - (8) A statement of whether or not the vendor applicant and each proposed instructor held or currently holds a State-issued care facility license or was or is employed by a State-licensed care facility and the license number.
 - (9) A statement of whether or not the vendor applicant and each proposed instructor was the subject of any legal, administrative, or other action involving licensure, certification or other approvals as specified in Sections 85090(b)(7) and (8) above.
 - (10) A non-refundable processing fee of one hundred-fifty dollars (\$150).

85090 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85090 INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND PROGRAM APPROVAL REQUIREMENTS (Continued) 85090

- (c) Initial Certification Training Program approval shall expire two (2) years from the date the Initial Certification Training Program is approved by the Department.
- (d) A written request for renewal of the Initial Certification Training Program shall be submitted to the Department's Administrator Certification Section using Request for Course Approval form LIC 9140 and Vendor Application/Renewal form LIC 9141 and shall contain the information and processing fee specified in Section 85090(b) above.
 - (1) A vendor must have a current approved Adult Residential Facility Initial Certification Training Program in order to renew its Adult Residential Facility Initial Certification Training Program vendorship.
- (e) If a request for approval or renewal of an Initial Certification Training Program is incomplete, the Department shall, within thirty (30) days of receipt, give written notice to the vendor applicant that:
 - (1) The request is deficient, describing what documents are outstanding and/or inadequate, and informing the vendor applicant that the information must be submitted within thirty (30) days of the date of notice.
- (f) If the vendor applicant does not submit the requested information within thirty (30) days, the request for approval or renewal shall be deemed withdrawn provided that the Department has not denied or taken action to deny the request.
- (g) Within thirty (30) days of receipt of a complete request for an approval, the Department shall notify the vendor applicant in writing whether the request has been approved or denied.
- (h) The Adult Residential Facility Initial Certification Training Program shall consist of the following components:
 - (1) A minimum of thirty-five (35) classroom hours, as defined in Section 85001(c)(3), with the following uniform Core of Knowledge curriculum:
 - (A) Six (6) hours of instruction in laws, including residents' personal rights, regulations, policies, and procedural standards that impact the operations of adult residential facilities.
 - (B) Three (3) hours of instruction in business operations.
 - (C) Three (3) hours of instruction in management and supervision of staff.
 - (D) Four (4) hours of instruction in the psychosocial needs of the facility residents.
 - (E) Three (3) hours of instruction in the use of community and support services to meet residents' needs.
 - (F) Four (4) hours of instruction in the physical needs of facility residents.

Regulations

ADULT RESIDENTIAL FACILITIES

85090 (Cont.)

85090 INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND PROGRAM APPROVAL REQUIREMENTS (Continued) 85090

- (G) Four (4) hours of instruction in the administration, storage, use, prevention of misuse and interaction of drugs commonly used by facility residents.
- (H) Three (3) hours of instruction on admission, retention, and assessment procedures.
- (I) Four (4) hours of instruction on nonviolent crisis intervention techniques and reporting requirements.
- (J) One (1) hour of instruction in cultural competency and sensitivity in issues relating to the underserved aging lesbian, gay, bisexual, and transgender community.

HANDBOOK BEGINS HERE

Topics within the basic curriculum may include, but not be limited to, topics as specified in the Department's Core of Knowledge Guidelines for each of the nine (9) Core of Knowledge components specified in Section 85090(h)(1)(A) through (I) above. The guideline is available from the Department upon request.

Core of Knowledge information will be derived from a variety of sources governing the operation of licensed adult residential facilities, including but not limited to, pertinent statutory provisions of the Health and Safety Code, Welfare and Institutions Code, Education Code, Business and Professions Code, Penal Code, and applicable provisions of Title 22 of the California Code of Regulations, Sections 80000 et seq.

HANDBOOK ENDS HERE

- (2) A standardized exam developed and administered by the Department.
 - (A) Individuals completing an Initial Certification Training Program must pass the exam with a minimum score of seventy percent (70%).
 - (B) The exam questions shall reflect the hour value of the Core of Knowledge areas specified in Section 85090(h)(1) above.
- (i) Initial Certification Training Program vendors shall:
 - (1) Offer all thirty-five (35) of the classroom hours required for certification in a classroom setting as defined in Section 85001(c)(4).
 - (A) A minimum of ten (10) hours of instruction must be provided by instructor(s) who meets the criteria specified in Section 85090(i)(7)(D).
 - (B) Where good faith efforts to employ an instructor who meets the criteria specified in Section 85090(i)(6)(D) are unsuccessful, vendors may apply to the Department's Administrator Certification Section for a waiver of this requirement.

85090 INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND PROGRAM APPROVAL REQUIREMENTS (Continued) 85090

- (2) Establish a procedure to allow participants to make up any component necessary to complete the total program hours and content.
- (3) Issue certificates of completion to participants who successfully complete the program.
 - (A) The certificate of completion shall be signed by the vendor or its authorized representative and include the approved vendor's name and vendor number, approved course number, and the date(s), time(s) and location(s) of program classes.
- (4) Submit to the Department upon request a Roster of Participants (form LIC 9142A or other document which includes the same information) who completed the program.
- (5) Maintain and ensure that records are available for review by Department representatives. Records shall be maintained for (3) three years from the date of vendorship approval, course approval, or course offering, whichever is applicable and most recent. The records shall include the following information:
 - (A) Course schedules, dates, descriptions and course outlines.
 - (B) A list of instructors and documentation of qualifications of each, as specified in Section 85090(i)(7) below.
 - (C) A Roster of Participants (LIC 9142A or other document which includes the same information) and documentation of who completed the program.
 - (D) Evaluations by participants of courses and instructors.
 - (E) Audio-visual recordings of all Initial Certification Training Programs and program components offered outside of California.
- (6) Upon request, submit to the Department's Administrator Certification Section a schedule for at least the next calendar quarter specifying the subject title, approved course number, classroom hours, proposed dates, time, duration, location and proposed instructor(s) for each future program/component.
- (7) Have instructors who have verifiable knowledge and/or experience in the subject matter and content to be taught and who meet at least one of the following criteria:
 - (A) Hold a bachelor's or higher degree from an accredited institution in a discipline or field related to the subject(s) to be taught, and have at least two (2) years of experience relevant to the subject(s) to be taught, or
 - (B) Four (4) years of experience relevant to the course(s) to be taught, or

Regulations

ADULT RESIDENTIAL FACILITIES

85090 (Cont.)

85090 INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND PROGRAM APPROVAL REQUIREMENTS (Continued) 85090

- (C) Be a professional in a field related to the subject(s) to be taught ,with a valid license or certification to practice in California and at least two (2) years of related field experience, or
 - (D) Have at least four (4) years of experience in California as an administrator of an adult residential facility, within the last six (6) years, with a record of administering the facility(ies) in substantial compliance, as defined in Section 80001(s)(7), and have verifiable training in the subject(s) to be taught.
 - (8) Before adding or replacing an approved instructor, obtain the Department’s approval by submitting a completed Request to Add or Replace Instructor form LIC 9140A and supporting documentation to the Department’s Administrator Certification Section.
 - (9) Encourage course instructors to elicit and respond appropriately to participants’ questions.
 - (10) Develop and provide to each course participant an end-of-course evaluation requesting feedback on, at minimum, instructor(s) knowledge of the subject(s), quality of instruction provided, attainment of learning objectives, and opportunity of participants to ask questions.
 - (11) Report any changes of the information in 85090(b)(1) within thirty (30) days to the Department's Administrator Certification Section.
- (j) Initial Certification Training Program Vendors shall allow Department representatives to monitor and inspect training programs.
- (1) Any duly authorized Department representative may, upon proper identification and upon stating the purpose of his/her visit, enter, inspect, and monitor Initial Certification Training Programs with or without advance notice. Such representatives may also request information and copies of records in advance of such visits and/or for desk monitoring.
 - (2) The vendor shall ensure that provisions are made for the private interview of any participant or instructor, and for the examination of any records relating to the program.
 - (3) The Department shall have the authority to inspect, audit, and copy all program records upon demand. Records may be removed if necessary for copying.
 - (4) Department representatives shall not remove any current emergency or health related personnel records unless the same information is otherwise readily available in another document or format. Department representatives shall return the records undamaged and in good order within three business days following the date the records were removed.

85090

**INITIAL CERTIFICATION TRAINING PROGRAM VENDOR AND
PROGRAM APPROVAL REQUIREMENTS (Continued)**

85090

- (k) If, as a result of an investigation or inspection, the Department determines that a deficiency exists, the Department shall issue a notice of deficiency, unless the deficiency is minor and corrected immediately, and shall provide the Initial Certification Training Program Vendor with the notice of deficiency in person or by registered mail.
- (1) The notice of deficiency shall be in writing and shall include:
- (A) A reference to the statute or regulation upon which the deficiency is premised.
- (B) A factual description of the nature of the deficiency fully stating the manner in which the Initial Certification Training Program Vendor failed to comply with the specified statute or regulation.
- (C) The amount of penalty pursuant to Section 85092 which shall be assessed if the deficiency is not corrected and the date the penalty begins.
- (D) The appeal process as specified in Section 85093.
- (2) The Department and the Initial Certification Training Program Vendor shall develop a plan for correcting each deficiency which shall be added to the notice of deficiency.
- (3) Absent prior Department approval, all Program deficiencies shall be corrected prior to the next offering of the Initial Certification Training Program, and all other deficiencies (e.g., recordkeeping) shall be corrected within the number of days agreed to in the corrective action plan.
- (l) Initial Certification Training Program vendors shall not instruct or "co-locate" more than one program type (Adult Residential Facility, Group Home, Residential Care Facility for the Elderly) at one time.
- (m) Initial Certification Training Program vendors and their instructors who are also seeking administrator certification shall not be permitted to receive credit for attending the vendor's own Initial Certification Training Program.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code; and Section 15376, Government Code. Reference: Sections 1522.08, 1550, 1551 and 1562.3, Health and Safety Code.

**85090.1 DENIAL OF REQUEST FOR APPROVAL OF AN INITIAL
CERTIFICATION TRAINING PROGRAM**

85090.1

- (a) The Department may deny a request for approval of an Initial Certification Training Program in accordance with Section 1562.3(h)(1) of the Health and Safety Code. The Department shall provide the applicant with a written notice of the denial.

HANDBOOK BEGINS HERE

Health and Safety Code section 1562.3(h)(1) reads in pertinent part:

"The department may deny vendor approval to any agency or person in any of the following circumstances:

(A) The applicant has not provided the department with evidence satisfactory to the department of the ability of the applicant to satisfy the requirements of vendorization set out in the regulations adopted by the department pursuant to subdivision (i).

(B) The applicant person or agency has a conflict of interest in that the person or agency places its clients in adult residential facilities.

(C) The applicant public or private agency has a conflict of interest in that the agency is mandated to place clients in adult residential facilities and to pay directly for the services. The Department may deny vendorization to this type of agency only as long as there are other vendor programs available to conduct the certification training programs and conduct education courses."

HANDBOOK ENDS HERE

- (b) The applicant may appeal the denial of the application in accordance with Section 1551 of the Health and Safety Code.
- (c) Any request for approval submitted by a vendor applicant whose application has been previously denied shall be processed by the Department in accordance with the provisions of Health and Safety Code section 1520.3(b).

HANDBOOK BEGINS HERE

Health and Safety Code section 1520.3(b) reads in pertinent part:

"(b) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant had previously applied for a license under any of the chapters listed in paragraph (1) of subdivision (a) and the application was denied within the last year, the department shall cease further review of the application as follows:

HANDBOOK CONTINUES

**85090.1 DENIAL OF REQUEST FOR APPROVAL OF AN INITIAL
CERTIFICATION TRAINING PROGRAM (Continued)**

85090.1

HANDBOOK CONTINUES

(1) In cases where the applicant petitioned for a hearing, the department shall cease further review of the application until one year has elapsed from the effective date of the decision and order of the department upholding a denial.

(2) In cases where the department informed the applicant of his or her right to petition for a hearing and the applicant did not petition for a hearing, the department shall cease further review of the application until one year has elapsed from the date of the notification of the denial and the right to petition for a hearing.

(3) The department may continue to review the application if it has determined that the reasons for the denial of the applications were due to circumstances and conditions which either have been corrected or are no longer in existence."

HANDBOOK ENDS HERE

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1520.3, 1551, and 1562.3, Health and Safety Code.

**85090.2 REVOCATION OF AN INITIAL CERTIFICATION
TRAINING PROGRAM**

85090.2

- (a) The Department may revoke an Initial Certification Training Program approval and remove the vendor from the list of approved vendors if the vendor does not provide training consistent with Section 85090, or
- (1) Is unable to provide training due to lack of staff, funds or resources, or
 - (2) Misrepresents or makes false claims regarding the training provided, or
 - (3) Demonstrates conduct in the administration or instruction of the program that is illegal, inappropriate, or inconsistent with the intent or requirements of the program, or
 - (4) Misrepresents or knowingly makes false statements in the vendor application or during program instruction, or
 - (5) Fails to correct deficiencies and/or to pay civil penalties due.
- (b) The vendor may appeal the revocation in accordance with Health and Safety Code section 1551.
- (c) Any application for approval of an Initial Certification Training Program submitted by a vendor applicant whose approval has been previously revoked shall be processed by the Department in accordance with the provisions of Health and Safety Code section 1520.3.

Regulations

ADULT RESIDENTIAL FACILITIES

85091 (Cont.)

**85090.2 REVOCATION OF AN INITIAL CERTIFICATION
TRAINING PROGRAM (Continued)**

85090.2

HANDBOOK BEGINS HERE

Health and Safety Code section 1520.3 reads in pertinent part:

"(a)(1) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant previously was issued a license under this chapter or under Chapter 1 (commencing with Section 1200), Chapter 2 (commencing with Section 1250), Chapter 3.01 (commencing with Section 1568.01), Chapter 3.3 (commencing with Section 1569), Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), or Chapter 3.6 (commencing with Section 1597.30) and the prior license was revoked within the preceding two years, the department shall cease any further review of the application until two years have elapsed from the date of the revocation. The cessation of review shall not constitute a denial of the application for purposes of Section 1526 or any other provision of law.

...

(a)(3) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant was excluded from a facility licensed by the department or from a certified family home pursuant to Sections 1558, 1568.092, 1569.58, or 1596.8897, the department shall cease any further review of the application unless the excluded individual has been reinstated pursuant to Section 11522 of the Government Code by the department."

HANDBOOK ENDS HERE

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1520.3, 1551, and 1562.3, Health and Safety Code.

**85091 CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS**

85091

- (a) Any vendor applicant seeking approval as a vendor of a Continuing Education Training Program shall obtain vendor approval by the Department prior to offering any course to certificate holders.
- (b) Any vendor applicant seeking approval to become a vendor of a Continuing Education Training Program shall submit a written request to the Department's Administrator Certification Section using the Vendor Application/Renewal form LIC 9141. The request shall be signed by an authorized representative of the vendor applicant certifying that the information submitted is true and correct, and contain the following:
 - (1) Name, type of entity, physical address, e-mail address, and phone number of the vendor applicant requesting approval and the name of the person in charge of the Program.
 - (2) A statement of whether or not the vendor applicant held or currently holds a license, certification or other approval as a professional in a specified field and the license or certificate number.

85091 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85091

**CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS (Continued)**

85091

- (3) A statement of whether or not the vendor applicant held or currently holds a State-issued care facility license or was or is employed by a State-licensed care facility and the license number.
- (4) A statement of whether or not the vendor applicant was the subject of any legal, administrative, or other action involving licensure, certification or other approvals as specified in Section 85091(b)(2) and (3) above.
- (5) A non-refundable processing fee of one hundred dollars (\$100).
- (c) Continuing Education Training Program vendor approval shall expire two (2) years from the date the vendorship is approved by the Department.
- (d) A written request for renewal of the Continuing Education Training Program shall be submitted to the Department's Administrator Certification Section using the Vendor Application/Renewal form, LIC 9141 and shall contain the information and processing fee specified in Section 85091(b) above.
 - (1) A continuing education vendor must have one or more current approved Adult Residential Facility continuing education courses in order to renew its Adult Residential Facility continuing education program vendorship.
- (e) If a request for approval or renewal of a Continuing Education Training Program vendorship is incomplete, the Department shall, within thirty (30) days of receipt, give written notice to the vendor applicant that:
 - (1) The request is deficient, describing which documents or information are outstanding and/or inadequate and informing the vendor applicant that the information must be submitted within thirty (30) days of the date of the notice.
- (f) If the vendor applicant does not submit the requested information above within thirty (30) days, the request for approval or renewal shall be deemed withdrawn, provided that the Department has not denied or taken action to deny the request.
- (g) Within thirty (30) days of receipt of a complete request for an approval or renewal, the Department shall notify the vendor applicant in writing whether the request has been approved or denied.
- (h) Continuing Education Training Program vendors shall:
 - (1) Issue certificates of completion to participants who successfully complete the program.
 - (A) The certificate of completion shall be signed by the vendor or its authorized representative and include the approved vendor's name and vendor number, the approved course name and course number, the approved course hours, and the date(s), time(s) and location(s) of the course(s).

85091

**CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS (Continued)**

85091

- (2) Maintain and ensure that records are available for review by Department representatives. Records shall be maintained for three (3) years from the date of vendorship approval, course approval, or course offering, whichever is applicable and most recent. The records shall include the following:
 - (A) Course schedules, dates, descriptions and course outlines.
 - (B) Lists of instructors and documentation of qualifications of each, as specified in Section 85091(h)(3) below.
 - (C) Rosters of Participants (LIC 9142A or other document which includes the same information) and documentation of who completed the courses.
 - (D) Evaluations by participants of courses and instructors.
 - (E) Audio-visual recordings of all Continuing Education Training courses offered outside of California.
- (3) Have instructors who have verifiable knowledge and/or experience in the subject matter and content to be taught and who meet at least one of the following criteria:
 - (A) Hold a bachelor's or higher degree from an accredited institution in a discipline or field related to the subject(s) to be taught, and have at least two (2) years of experience relevant to the subject(s) to be taught, or
 - (B) Four (4) years of experience relevant to the course to be taught, or
 - (C) Be a professional, in a field related to the subject(s) to be taught, with a valid license or certification to practice in California and at least two (2) years of related field experience, or
 - (D) Have at least four (4) years of experience in California as an administrator of an adult residential facility, within the last six (6) years, with a record of administering the facility(ies) in substantial compliance as defined in Section 80001(s)(7)), and have verifiable training in the subject(s) to be taught.
- (4) Upon request, submit to the Department's Administrator Certification Section a schedule for at least the next calendar quarter specifying the subject title, approved course number, classroom hours, proposed dates, time, duration, location and proposed instructor for each future course.
- (5) Before adding or replacing an approved instructor, obtain the Department's approval by submitting a completed Request to Add or Replace Instructor form LIC 9140A and supporting documentation to the Department's Administrator Certification Section.

**85091 CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS (Continued)**

85091

- (6) Encourage course instructors to elicit and respond appropriately to participants' questions.
 - (7) Develop and provide to each course participant an end-of-course evaluation requesting feedback on, at minimum, instructor(s) knowledge of the subject(s), quality of instruction provided, attainment of learning objectives, and opportunity of participants to ask questions.
 - (8) Report any changes of the information in 85091(b)(1) within thirty (30) days to the Department's Administrator Certification Section.
- (i) Courses approved for continuing education credit shall require the physical presence of the certificate holder in a classroom setting, as defined in Section 85001(c)(4), except that:
- (1) The Department may approve online courses pursuant to Health and Safety Code section 1522.41(h)(7) where technology permits the interactive participation of the certificate holder and such participation is verifiable. Interactive online training courses require the participant to respond to prompts and receive feedback at various intervals throughout the course in order to progress through the training and to successfully pass a test at the conclusion of the course in order to receive a certificate of completion for the course.
 - (A) A Webinar or similar type of live broadcast of a training course may be approved by the Department for online continuing education hours pursuant to Health and Safety Code section 1562.3(h)(7) where the technology permits interactive participation of the certificate holder and such participation is verifiable, and where it can be verified that the certificate holder was logged on and interacting throughout the entire length of the Webinar.
 - (B) All online training courses shall be designed to ensure participation for the actual number of hours approved and to ensure that participants cannot print a certificate of completion until the approved course hours have been completed.

HANDBOOK BEGINS HERE

Health and Safety Code section 1522.41(h)(7) provides that:

"(A) A vendor of online programs for continuing education shall ensure that each online course contains all of the following:

- (i) An interactive portion in which the participant receives feedback, through online communication, based on input from the participant.
- (ii) Required use of a personal identification number or personal identification information to confirm the identity of the participant.

HANDBOOK CONTINUES

**85091 CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS (Continued)**

85091

HANDBOOK CONTINUES

(iii) A final screen displaying a printable statement, to be signed by the participant, certifying that the identified participant completed the course. The vendor shall obtain a copy of the final screen statement with the original signature of the participant prior to the issuance of a certificate of completion. The signed statement of completion shall be maintained by the vendor for a period of three years and be available to the department upon demand. Any person who certifies as true any material matter pursuant to this clause that he or she knows to be false is guilty of a misdemeanor.

(B) Nothing in this subdivision shall prohibit the department from approving online programs for continuing education that do not meet the requirements of subparagraph (A) if the vendor demonstrates to the department's satisfaction that, through advanced technology, the course and the course delivery meet the requirements of this section."

HANDBOOK ENDS HERE

- (j) Any changes to courses previously approved by the Department must be submitted and approved by the Department prior to being offered.
- (k) Continuing Education Training Program vendors shall allow Department representatives to monitor and inspect Training Courses and Programs.
 - (1) Any duly authorized Department representative may, upon proper identification and upon stating the purpose of his/her visit, enter, inspect, and monitor continuing education training courses with or without advance notice. Such representatives may also request information and copies of records in advance of such visits and/or for desk monitoring.
 - (2) The vendor shall ensure that provisions are made for the private interview of any participant or instructor, and for the examination of any records relating to the program.
 - (3) The Department shall have the authority to inspect, audit, and copy all program records upon demand. Records may be removed if necessary for copying.
 - (4) Department representatives shall not remove any current emergency or health related personnel records unless the same information is otherwise readily available in another document or format. Department representatives shall return the records undamaged and in good order within three business days following the date the records were removed.
- (l) If, as a result of an investigation or inspection, the Department determines that a deficiency exists, the Department shall issue a notice of deficiency, unless the deficiency is minor and corrected immediately, and shall provide Continuing Education Training Program Vendor with the notice of deficiency in person or by registered mail.

**85091 CONTINUING EDUCATION TRAINING PROGRAM
VENDOR REQUIREMENTS (Continued)**

85091

- (1) The notice of deficiency shall be in writing and shall include:
 - (A) A reference to the statute or regulation upon which the deficiency is premised.
 - (B) A factual description of the nature of the deficiency fully stating the manner in which the Vendor failed to comply with the specified statute or regulation.
 - (C) The amount of penalty pursuant to Section 85092 which shall be assessed if the deficiency is not corrected and the date the penalty begins.
 - (D) The appeal process as specified in Section 85093.
- (2) The Department and the Vendor shall develop a plan for correcting each deficiency which shall be added to the notice of deficiency.
- (3) Absent prior Department approval, all course deficiencies shall be corrected prior to the next offering of the deficient course(s), and all other deficiencies (e.g., recordkeeping) shall be corrected within the number of days agreed to in the corrective action plan.

(m) Continuing Education Training Program vendors who teach courses that the Department has approved for more than one program type (Adult Residential Facility, Group Home, Residential Care for the Elderly), may provide "multiple crediting," that is, more than one certification for the course, to participants who complete the course satisfactorily.

(n) Continuing Education Training Program vendors that the Department has approved for more than one program type (Adult Residential Facility, Group Home, Residential Care for the Elderly), may "co-locate" or instruct specified courses for more than one program type.

- (1) The approved hours for co-located courses may differ depending on the content pertinent to each program type.

(o) Continuing Education Training Program vendors and their instructors who are also certificate holders shall not be permitted to receive credit for attending the vendor's own Continuing Education Training Program courses.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1522.08 and 1562.3, Health and Safety Code.

Regulations

ADULT RESIDENTIAL FACILITIES

85091.1 (Cont.)

**85091.1 CONTINUING EDUCATION TRAINING PROGRAM
COURSE APPROVAL REQUIREMENTS**

85091.1

- (a) Any Continuing Education Training Program course shall be approved by the Department prior to being offered to certificate holders.
 - (1) At the sole discretion of the Department, continuing education credit may be granted for training provided by the Department's licensing staff.
- (b) Any vendor seeking approval of a Continuing Education Training Program course shall submit a written request to the Department's Administrator Certification Section using the Request for Course Approval form, LIC 9140. The request shall be signed by an authorized representative of the vendor certifying that the information submitted is true and correct, and contain the following:
 - (1) Subject title, classroom hours, scheduled dates, duration, time, location, and proposed instructor.
 - (2) Written description and educational objectives, teaching methods, hourly topical content outline, and a description of course and participant evaluation methods.
 - (A) The use of videos, videotapes, video clips, or other visual recordings are permitted as media teaching aids in a continuing education course but shall not, in themselves, constitute the course.
 - (3) Qualifications of each proposed instructor, as specified in Section 85091(h)(3).
 - (4) A list and the location(s) of records to be maintained, as required by Section 85091(h)(2).
 - (5) A statement of whether or not the proposed instructor held or currently holds a license, certification, or other approval as a professional in a specified field and the license or certificate number.
 - (6) A statement of whether or not the proposed instructor held or currently holds a State-issued care facility license or was or is employed by a State-licensed care facility and the license number.
 - (7) A statement of whether or not the proposed instructor was the subject of any legal, administrative or other action involving licensure, certification or other approvals as specified in Sections 85091.1(b)(5) and (6) above.
- (c) Course approval shall expire on the expiration date of the vendor's Continuing Education Training Program vendorship approval, as provided in Section 85091(c).
 - (1) To renew a course, the vendor shall submit a written request to the Department's Administrator Certification Section, using the Vendor Application/Renewal form LIC 9141 and the Renewal of Continuing Education Course Approval form LIC 9139, at least thirty (30) days prior to course expiration.

85091.1 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

**85091.1 CONTINUING EDUCATION TRAINING PROGRAM
COURSE APPROVAL REQUIREMENTS (Continued)**

85091.1

- (2) Course renewal requests received by the Department after the course expiration date shall be denied, and the vendor required to resubmit the courses for approval pursuant to Section 85091.1(b).
- (3) Course renewal requests received for courses where the content is known to have changed, or needs to be updated, shall be denied. The vendor will need to submit the revised course for approval pursuant to Section 85091.1(b).
- (d) If a request for approval or renewal of a Continuing Education Training Program course is incomplete, the Department shall, within thirty (30) days of receipt, give written notice to the vendor that:
 - (1) The request is deficient, describing which documents or information are outstanding and/or inadequate and informing the vendor applicant that the information must be submitted within thirty (30) days of the date of the notice.
- (e) If the vendor applicant does not submit the requested information within thirty (30) days, the request for approval or renewal shall be deemed withdrawn, provided that the Department has not denied or taken action to deny the request.
- (f) Within thirty (30) days of receipt of a complete request for an approval or renewal, the Department shall notify the vendor applicant in writing whether the course has been approved or denied.
- (g) Any changes to previously approved courses must be submitted to the Department for approval prior to being offered as specified in Section 85091.1(b).

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1522.08 and 1562.3, Health and Safety Code.

**85091.2 ADMINISTRATIVE REVIEW OF DENIAL OR REVOCATION
OF A CONTINUING EDUCATION COURSE**

85091.2

- (a) A vendor may seek administrative review of the denial or revocation of course approval as follows:
 - (1) The vendor must request an administrative review in writing to the Department's Administrator Certification Section Manager within ten (10) days of receipt of the Department's notice denying or revoking course approval.
 - (2) The administrative review shall be conducted by a higher-level staff person than the person who denied or revoked course approval.
 - (3) If the reviewer determines that the denial or revocation of course approval was not issued in accordance with applicable statutes and regulations of the Department, or that other circumstances existed, that would have led to a different decision, he/she shall have the authority to affirm, amend or reverse the denial or revocation of course approval.

Regulations **ADULT RESIDENTIAL FACILITIES** **85091.3 (Cont.)**

85091.2 ADMINISTRATIVE REVIEW OF DENIAL OR REVOCATION OF A CONTINUING EDUCATION COURSE (Continued) 85091.2

- (4) The reviewer shall send a written response to the vendor within thirty (30) days of the Section's receiving the request per Section 85091.2(a)(1).
- (5) The decision of the higher-level staff person shall be final.

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Section 1562.3, Health and Safety Code.

85091.3 DENIAL OF A REQUEST FOR APPROVAL OF A CONTINUING EDUCATION TRAINING PROGRAM 85091.3

- (a) The Department may deny a request for approval of a Continuing Education Training Program in accordance with Health and Safety Code section 1562.3(h)(1). The Department shall provide the applicant with a written notice of the denial.

HANDBOOK BEGINS HERE

Health and Safety Code section 1562.3(h)(1) reads in pertinent part:

"(h)(1) The department may deny vendor approval to any agency or person in any of the following circumstances:

(A) The applicant has not provided the department with evidence satisfactory to the department of the ability of the applicant to satisfy the requirements of vendorization set out in the regulations adopted by the department pursuant to subdivision (i).

(B) The applicant person or agency has a conflict of interest in that the person or agency places its clients in adult residential facilities.

(C) The applicant public or private agency has a conflict of interest in that the agency is mandated to place clients in adult residential facilities and to pay directly for the services. The department may deny vendorization to this type of agency only as long as there are other vendor programs available to conduct the certification training programs and conduct education courses."

HANDBOOK ENDS HERE

- (b) The vendor applicant may appeal the denial in accordance with Health and Safety Code section 1551.
- (c) Any request for approval submitted by a vendor applicant whose application has been previously denied shall be processed by the Department in accordance with the provisions of Health and Safety Code section 1520.3(b).

85091.3 (Cont.)

ADULT RESIDENTIAL FACILITIES

Regulations

85091.3 DENIAL OF A REQUEST FOR APPROVAL OF A CONTINUING EDUCATION TRAINING PROGRAM (Continued)

85091.3

HANDBOOK BEGINS HERE

Health and Safety Code section 1520.3(b) reads in pertinent part:

"(b) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant had previously applied for a license under any of the chapters listed in paragraph (1) of subdivision (a) and the application was denied within the last year, the department shall cease further review of the application as follows:

(1) In cases where the applicant petitioned for a hearing, the department shall cease further review of the application until one year has elapsed from the effective date of the decision and order of the department upholding a denial.

(2) In cases where the department informed the applicant of his or her right to petition for a hearing and the applicant did not petition for a hearing, the department shall cease further review of the application until one year has elapsed from the date of the notification of the denial and the right to petition for a hearing.

(3) The department may continue to review the application if it has determined that the reasons for the denial of the applications were due to circumstances and conditions, which either have been corrected or are no longer in existence."

HANDBOOK ENDS HERE

NOTE: Authority cited: Sections 1530 and 1562.3(i), Health and Safety Code. Reference: Sections 1551 and 1562.3, Health and Safety Code.

85091.4 REVOCATION OF A CONTINUING EDUCATION TRAINING PROGRAM

85091.4

(a) The Department may revoke a Continuing Education Training Program approval and remove the vendor from the list of approved vendors if the vendor does not provide training consistent with Sections 85091 and 85091.1, or:

(1) Is unable to provide training due to lack of staff, funds or resources; or

(2) Misrepresents or makes false claims regarding the training provided; or

(3) Demonstrates conduct in the administration or instruction of the program that is illegal, inappropriate, or inconsistent with the intent of the program; or

(4) Misrepresents or knowingly makes false statements in the vendor application or during program instruction, or

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Regulations

ADULT RESIDENTIAL FACILITIES

85091.4

**85091.4 REVOCATION OF A CONTINUING EDUCATION
TRAINING PROGRAM (Continued)**

85091.4

- (5) Fails to correct deficiencies and/or to pay civil penalties due.
- (b) The vendor may appeal the revocation in accordance with Health and Safety Code section 1551.
- (c) Any application for approval of an Continuing Education Training Program submitted by a vendor applicant whose approval has been previously revoked shall be processed by the Department in accordance with the provisions of Health and Safety Code section 1520.3.

HANDBOOK BEGINS HERE

Health and Safety Code section 1520.3 reads in pertinent part:

"(a)(1) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant previously was issued a license under this chapter or under Chapter 1 (commencing with Section 1200), Chapter 2 (commencing with Section 1250), Chapter 3.01 (commencing with Section 1568.01), Chapter 3.3 (commencing with Section 1569), Chapter 3.4 (commencing with Section 1596.70), Chapter 3.5 (commencing with Section 1596.90), or Chapter 3.6 (commencing with Section 1597.30) and the prior license was revoked within the preceding two years, the department shall cease any further review of the application until two years shall have elapsed from the date of the revocation. The cessation of review shall not constitute a denial of the application for purposes of Section 1526 or any other provision of law....

(a)(3) If an application for a license or special permit indicates, or the department determines during the application review process, that the applicant was excluded from a facility licensed by the department or from a certified family home pursuant to Section 1558, 1568.092, 1569.58, or 1596.8897, the department shall cease any further review of the application unless the excluded individual has been reinstated pursuant to Section 11522 of the Government Code by the department."

HANDBOOK ENDS HERE

NOTE: Authority cited: Sections 1550 and 1562.3(i), Health and Safety Code. Reference: Sections 1520.3, 1562.3 and 1551, Health and Safety Code.

85092

ADULT RESIDENTIAL FACILITIES

Regulations

85092 PENALTIES

85092

- (a) A penalty of \$50 per day, per cited violation, shall be assessed for all deficiencies that are not corrected as specified in the notice of deficiency.
- (b) Unless otherwise ordered by the Department, all penalties are due and payable upon receipt of notice of payment, and shall be paid only by money order or cashier's check made payable to the Department.
- (c) The Department shall have authority to file a claim in a court of competent jurisdiction or to take other appropriate action for failure to pay penalties as specified in (b) above.

NOTE: Authority cited: Sections 1522.41(h) and 1530, Health and Safety Code. Reference: Sections 1523.1, 1548 and 1549, Health and Safety Code.

85093 APPEAL PROCESS

85093

- (a) A vendor may request in writing to the Department's Administrator Certification Section Manager a review of a notice of deficiency or notice of penalty within ten (10) working days of receipt of the notice. This review shall be conducted by a higher level staff person other than the evaluator who issued the notice.
- (b) If the reviewer determines that a notice of deficiency or notice of penalty was not issued in accordance with applicable statutes and regulations, the reviewer shall amend or dismiss the notice. In addition, the reviewer may extend the date specified for correction of a deficiency if warranted by the facts or circumstances to support a request for extension.
- (c) The reviewer will send a written response to the vendor within thirty (30) days of the Section's receiving a request as described in (a) above.

NOTE: Authority cited: Sections 1522.41(h) and 1530, Health and Safety Code. Reference: Section 1534, Health and Safety Code.

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INTRODUCTION

Purpose

In order to protect public safety and provide adequate services to Forensic Conditional Release Program (CONREP) patients, program performance standards are required for all contractors. These performance standards are implemented, in part, through required treatment service standards that specify minimum mental health services to be provided.

These services must be specific to the patient and relate directly to his/her treatment plan. They provide a basis for evaluating an individual's adjustment to the community in various settings by assuring appropriate and necessary levels of supervision and treatment.

Increased Services

Public safety and treatment concerns may require that some patients be provided higher levels of service than required service level minimums specify. For specifics on service increases, see Section 1350: SUPPLEMENTAL SERVICES.

Reduced Services

Any deviation below the specified required performance standards will require prior written approval from CONREP Operations. The process to obtain a waiver of required service requirements is described in detail later in this chapter. (See **WAIVER OF REQUIRED SERVICE STANDARDS**).

In the absence of an approved waiver, it is presumed that patients will meet one of the existing standards specified, unless provided for by the exceptions below.

Note: no waiver is granted for the Annual Case Review.

Service Exceptions

Not Available Status

Patients can be reported as "not available" for required treatment services only under two specific conditions: incarceration or hospitalization for either medical or psychiatric reasons. Services may be provided to a patient on not available (NA) status up to 120 days from going on NA and entered into the CONREP Data System (CDS).

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AWOL Status

A patient is declared AWOL when the program determines that the patient is absent without leave and therefore not receiving treatment and supervision as ordered by the court.

For those patients on AWOL status, the only services to be entered on the data system are the collateral contacts required for AWOL patients. (For specific AWOL criteria and further discussion, see **Absent Without Leave (AWOL)** in **Section 1430: SEPARATION PROCESS**).

Monitoring Required Service Compliance

The program will establish a monitoring system to ensure that the minimum Required Services and associated duration time (if applicable) are provided to each patient according to his/her level in the program and those entries into the CDS are accurate and complete.

Procedures for this system should be outlined in each program's Policy and Procedure Manual and should specify the method by which the program will monitor the provision of Required Services to all patients. Procedures should indicate how those services will be entered into the data system, who will do the entry and how the information will be monitored for accuracy. The related responsibilities of the clinicians, Community Program Director (CPD) and staff should be indicated, as well as the actions to be taken if discrepancies arise between performance and the required standards.

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SERVICE SYSTEM

Prior System

Required service standards that provided five minimum levels of intensity based on 'year in program' were established at the inception of the Forensic Conditional Release Program operations in 1986. Subsequent analysis of actual program service performance indicated that service intensity varies more by the level of patient functioning rather than by year in program.

Level System

Effective in 1999, CONREP patients were assigned to one of six service levels:

- *Levels 1-5: Community Outpatient Treatment; or*
- Level 6: Statewide Transitional Residential Program.
- Service standards are applied to each patient based on his/her assignment.

Patient Movement

The treating program can move patients between levels (including being returned to a higher service level) on the basis of clinical and risk assessments.

Service System Emphasis

This system allows CONREP programs to:

- Increase patient responsibility for **progress by reinforcing positive behavior changes**;
- Reinforce treatment planning directed toward a goal of discharge; and
- Prepare patients for the community mental health service system upon unconditional release and discharge from CONREP.

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REQUIRED SERVICE DEFINITIONS

Forensic Individual Contact

Definition

Forensic Individual Contact is a one-to-one, face-to-face session between a patient and a clinician with duration of a minimum 45 minutes to a maximum 60 minutes per session.

Purpose

The purposes of the individual session are to:

- Assess current mental status and level of functioning;
- Identify underlying psychological and psychosocial issues that relate to the patient's illness and behavior;
- Provide goal-directed therapeutic interventions to facilitate the patient's progress toward the goals and objectives specified in the treatment plan;
- Monitor patient's behavior and symptoms for indications of decompensation;
- Observe any physical changes and/or possible medication side effects; and
- Maintain attention on patient's criminal thought processes and any related behavior.

Documentation

See **Discrete Services** and **Clinical Notes** under **SERVICE DELIVERY CONDITIONS** and see **Documentation** under **FORENSIC TREATMENT COMPONENTS** later in this section.

Group Contact

Definition

A Group Contact is a face-to-face session between a clinician and a group of two or more patients who are usually at a similar level of functioning with duration of a minimum 60 minutes to a maximum 120 minutes per session. Consistent with contract and required services staffing standards, groups cannot exceed 10 patients.

Note: Day Socialization Groups can exceed 10 patients; however, the clinical notes of group sessions should differentiate whether the session was a Required Service versus Day Socialization Group Contact. (For further discussion, see **Day Socialization** in **Section 1350: SUPPLEMENTAL SERVICES.**)

CONREP POLICY AND PROCEDURE MANUAL

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Purpose

Group sessions are geared toward one or more of the following purposes:

- Assess current level of peer/social interaction;
- Expand interpersonal skills by furnishing opportunities for appropriate peer interaction;
- Provide group oriented, goal-directed interventions to facilitate coping with mental illness and life situations;
- Increase patient's cognitive/social skills by:
 1. Improving accurate perception of self and others, and
 2. Expanding awareness and ability to communicate with others verbally and nonverbally; and
- Support the development of the patient's capacity to address:
 1. Forensic issues and criminal thoughts and behaviors (related to both self and others), and/or
 2. Other issues related to the development of life skills and adaptive behaviors.

Documentation

Clinical notes of group sessions should indicate assessment of the above capabilities, generally describe the group theme, and address the patient's involvement in the group. Names or other identifying information (e.g., patient initials) of other group members are not to be included.

Home Visits

Definition

A Home Visit is a scheduled or unscheduled visit by a clinician to the home of each patient with the duration of a minimum 60 minutes to a maximum 120 minutes.

Purpose

The purposes of a home visit are to:

- Determine the patient's current level of functioning both physically and emotionally in the home environment; and
- Assess the patient's living situation by considering the neighborhood environment, the person(s) living with the patient, and the presence or absence of prohibited firearms/weapons, unauthorized substances (illegal or surplus

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drugs, non-prescribed paraphernalia), pornography or other contraband. (CONREP programs shall have a written internal policy and procedure on contraband procedures including directives on contacting law enforcement or disposal of contraband items. Programs shall file the contraband policy in the clinic policy and procedure manual.) Observations made during home visits are to be noted and evaluated in light of the patient's criminal history, mental illness, treatment plan, and Terms & Conditions of Outpatient Treatment.

Documentation

Progress note entries should include a description of the circumstances surrounding the Home Visit (routine or unplanned), whether the Home Visit was announced or unannounced, a description of the residence as noted above, the presence of any unauthorized items, and observations as specified above.

Collateral Contact

Definition

Collateral Contact is a face-to-face or extensive telephone discussion with persons who play a significant role in the patient's life and may be a family member, friend, roommate, AA/NA sponsor, facility manager, employer, residential facility staff, other non-CONREP treatment providers (e.g., day socialization, vocational rehabilitation counselors, etc.), and others identified by the patient. The duration of a face-to-face contact is a minimum 30 minutes to a maximum 120 minutes. The duration of a phone contact is a minimum 15 minutes to maximum 30 minutes. Routine professional consultations with other CONREP clinicians are not collateral contacts.

Identification of Contacts

The patient and primary CONREP clinician should identify individuals who can reliably provide feedback about the patient's level of functioning and any possible warning signs. Contacts should be reviewed at least annually to ensure their continued appropriateness. New contacts should be added as the patient enters new situations in which collateral information is available (e.g. new job or residence).

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Purpose

The purposes of this contact are to:

- Gain an understanding of the patient in relation to significant others;
- Obtain relevant information regarding the patient's present level of functioning;
- Help persons who are significant in the patient's life to understand and be supportive of the patient's treatment goals/objectives;
- Detect signs of decompensation, lapses into criminal behavior or substance abuse; and
- Assess compliance with the Terms & Conditions of Outpatient Treatment.

Documentation

A list of a patient's collateral contacts should be maintained in a centralized location in the patient record and include the name of the contact, relationship, address and phone number, the dates on which the contact was added to the list and removed from the list (if applicable), and the date the list was reviewed. Progress note entries are to identify whether the collateral contact was face-to-face or telephone contact.

During AWOL Status

There must be at least one collateral contact after a patient has been declared AWOL and must be conducted by the end of the month following the declaration of AWOL. (See **ABSENT WITHOUT LEAVE (AWOL)** in **Section 1430: SEPARATION PROCESS**.)

Substance Abuse Screening

Definition

Substance Abuse Screening consists of collecting urine samples at random, unscheduled times and submitting for analysis to the CONREP statewide contract laboratory. The duration of the screening is 15 minutes per session.

Purpose

The purpose of these screenings is to confirm the presence or absence of a specified panel of unauthorized substances in order to accurately assess the patient's substance abuse behavior. As an exception to CONREP Policy, Substance Abuse screenings may be provided by non-licensed staff. (See **Section 1460: SUBSTANCE ABUSE MANAGEMENT**.)

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Documentation

See **Document Retention** under **RESULTS OF LABORATORY ANALYSIS** in **Section 1460: SUBSTANCE USE MANAGEMENT**.

Annual Case Review (Assessment)

Definition

The program staff conducting an Annual Case Review meets the assessment required service standard requirement. The Annual Case Review is typically conducted in an interdisciplinary staff meeting during which a patient's clinical status is reviewed prior to making yearly dispositional recommendations to the court.

Purpose

The purpose of an Annual Case Review is to update treatment goals and objectives through consideration of all relevant clinical data. (Note: As part of the Annual Case Review, collateral contacts should be reviewed for relevancy and the area of inquiry to be explored with collateral should be outlined (e.g., a patient with Bipolar disorder who committed an offense while manic may have sleep disturbances as a warning sign to decompensation, therefore inquiry about sleep patterns to a spouse would be appropriate.)) A summary of the discussion should be entered in the patient's record and the results of this review presented in the annual report to the court. (For detailed requirements relating to conducting the Annual Case Review and meeting the required service assessment standard, see **ANNUAL CASE REVIEW** in **SECTION 1610: ASSESSMENT SERVICES**.)

Documentation

See **Documentation** under **ANNUAL CASE REVIEW** in **Section 1610: ASSESSMENT SERVICES**.

Case Management

Definition

Case Management is the provision of services whereby program staff assesses the patient's needs and arranges, coordinates, monitors, evaluates and advocates for services specific to the patient's needs. The duration of service provision is 15 minutes per session.

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Examples of Case Management services include:

- Assist with applications for assistance (i.e., SSI/SSD, food stamps, public assistance);
- Housing location/coordination;
- Vocational Rehabilitation, Goodwill, Wellness Center referrals and arrange assessments (i.e., assessment of level of disability/ability to work);
- Locate/linkage with medical services; community resources and programs (AA/NA meetings, etc.), coordination of services with day treatment programs;
- 24/7 Crisis Intervention
- Assist in securing ID cards including California Driver's License/ID Card, birth certificates, residency applications;
- Assist with school applications, disability benefits and admissions;
- Collaboration with other treatment providers;
- Medication management;
- Coordination of re-hospitalizations;
- Attendance at state hospital Master Treatment Planning Conferences
- Court preparation and appearances (e.g., outpatient, TANGI and hospital cases, BPH hearings, etc.); and
- Assist with transportation.

Non-licensed staff may provide some aspects of Case Management services, including transporting patients to appointments (i.e., doctor, registration (e.g., arson, etc.)) and assisting with application processes including ID cards.

Purpose

The primary purpose of Case Management is to optimize patient functioning by linking him/her with systems that will provide the patient with the needed community services and resources.

Documentation

See **Discrete Services** and **Clinical Notes** under **SERVICE DELIVERY CONDITIONS** and see **Documentation** under **FORENSIC TREATMENT COMPONENTS** later in this section

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Psychiatric Practice

Definition

The CONREP psychiatrist completes an admission, re-admission, progress (medication check) and, annual note for each patient. The duration for an admission/re-admission note is 2 hours; the duration for an annual is 1 hour; and the duration for a progress note is 45 minutes,

Purpose

The psychiatrist notes are intended to address pertinent changes, and to address treatment plan, risk factors, and dispositional decision.

Documentation

For detailed discussion on documentation requirements for the psychiatrist note, see pages 15-16, **STANDARD PSYCHIATRIC PRACTICE** in **Section 1530: PSYCHIATRIC PRACTICE**.

Hospital Liaison

Definition

Hospital Liaison consists of twice yearly visits to each state hospital patient on the program's inpatient census, evaluation reports and contacts with state hospital treatment staff.

For detailed discussion on liaison services, see **Section 1310: STATE HOSPITAL SERVICES**.

Purpose

The intent of the liaison visit is to coordinate with state hospital staff the treatment and planning for community outpatient placement.

Documentation

A state hospital liaison file must be maintained on each state hospital patient receiving clinical liaison visits.

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Court Reports

Definition

Progress reports addressing status in outpatient treatment are mandated for all CONREP patients. Program reports are to be submitted four (4) times per year per patient.

Purpose

The Progress reports apprise the court officers of treatment progress in CONREP as well as progress towards eventual unconditional release.

Documentation

The Progress reports are to be maintained in a centralized location in the patient record.

CPD and Clinical Administration Regional Meetings & Forensic Training

Definition

Attendance at CONREP Operations twice yearly regional meetings and forensic training is expected for relevant clinical and administrative staff.

Purpose

Regional meetings provide a forum in which California Department of State Hospitals (DSH) and CONREP issues and policy matters are presented and discussed. Attendance at forensic training is required to assure clinical staff receive training and information related to current forensic mental health issues and trends.

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COMMUNITY OUTPATIENT TREATMENT

Description

Community Outpatient Treatment is the successor to the CONREP Minimum Required Services that were formerly determined by year in the program and recasts the minimum required service standards into six levels. The first five levels apply to patients in a CONREP community outpatient treatment program. The sixth level applies only to patients in a Statewide Transitional Residential Program (STRP). (See below.)

Assignment of Level

The Community Outpatient Treatment Required Service Level is determined on the basis of the patient's placement (community outpatient treatment program or STRP) and on the program's assessment of the patient's performance and risk.

Minimum Required Standards

Each Community Outpatient Treatment Required Service Level (see definitions below) has specific minimum required service standards that must be met. These standards are delineated in the **Minimum Required Standards by Service Level Chart** (see below).

Program Performance

Program performance is measured against the minimum required service standards for that level until such time as it is changed or the patient is discharged.

Community Outpatient Treatment Levels

Intensive Level

The Intensive Level is appropriate for patients who meet one or more of the following descriptions.

The patient has:

- Recently been admitted to community treatment;
- Transferred from a Statewide Transitional Residential Program;
- Returned from a temporary hospitalization or Forensic Institute of Mental Disease admission lasting more than 30 days;

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- Demonstrated problems adjusting to community life, medications or program expectations; and/or
- Been assessed to be at the highest acceptable level of risk.

Patients assigned to this level of service require ongoing assessment based on the nature of their offenses and risk factors, as determined from their criminal and mental health histories and the precursors to their offenses. Service duration is typically 6 to 12 months, but may be indefinite based on an ongoing clinical assessment of the patient.

Intermediate Level

The Intermediate Level is appropriate for patients who:

- Are cooperative with the program but still pose a relatively higher risk; and/or
- Have significant unresolved issues affecting their adjustment to stable community care.

Patients at this level require frequent program interventions, close supervision and management. Service duration is typically two to four years, but may be indefinite based on an ongoing clinical assessment of the patient.

This level is appropriate for moderate risk patients with intractable symptoms who require ongoing psychosocial and medication support. Patients assigned to this level are not considered ready for discharge and need ongoing program services for an indefinite period of time.

Supportive Level

This level is appropriate for patients who have progressed through other Community Outpatient Treatment levels and have achieved a stable level of treatment that requires ongoing CONREP support for community functioning. Service duration is typically two to three years, but may be indefinite based on an ongoing clinical assessment of the patient. For patients at this level, the treatment plan needs to incorporate the activities in which a patient participates outside of CONREP treatment (e.g., vocational training, employment training, supportive (volunteer) employment, school).

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Transitional Level

This level is appropriate for patients who have progressed through other Community Outpatient Treatment levels and are being considered for progression to Aftercare Level or discharge. This level allows for the development of a community aftercare plan. Service duration is typically one to two years, but may be indefinite based on an ongoing clinical assessment of the patient. For patients at this level, the treatment plan needs to incorporate the activities in which a patient participates outside of CONREP treatment (e.g., vocational training, employment training, supportive (volunteer) employment, school).

Aftercare Level

This level is appropriate for patients who might be unconditionally released in the near future. It permits for a community aftercare plan to be implemented on a trial basis (typically for up to one year). It is intended to prepare patients for the final aspects of discharge planning and to assist them in fine-tuning community integration and independent living abilities.

The community aftercare should consist of services provided by community agencies, private practitioners or other non-CONREP community support systems to the extent that these services are available to the patient.

The patient's community aftercare plan is monitored by the program in order to assess his/her readiness, motivation and ability to adhere to this plan once the structure of CONREP has been removed.

Minimum required service standards at this level are not subject to waiver requests as they are considered to constitute the minimum level possible. The Home Visit can be conducted in conjunction with the Individual Contact.

Statewide Transitional Residential Program

Program Description

An STRP is a licensed non-medical Community Care Facility that provides a highly structured residential program to assist patients' transition from the state hospital to the community. In other cases, if patients experience difficulty adjusting or coping in the community, they may be placed in an STRP in lieu of rehospitalization. Service duration is typically three to four months and should not exceed 120 days.

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Service Standards

The unique required service standards and discrete service function codes reflect the behavioral and social rehabilitation model employed by these programs. This service model emphasizes group psycho-educational activities in the treatment process. The residential treatment staff provide the required treatment services: individual contacts, group contacts, collateral contacts, case management, substance abuse screenings, and psychiatrist progress note.

Annual Case Reviews, court reports, and Annual Psychiatric Notes are provided and reported by the program of commitment.

Residential Individual Contacts (15/85)

A Residential Individual Contact (15/85) is the same as a Forensic Individual Contact (see **Required Service Definitions** earlier in this section) and is provided twice per month. In addition to this minimum level of service, other patient contacts may be conducted in combination with group contacts, up to a total of 10 contacts per month.

Residential Group Activity (15/55)

In addition to group psychotherapy, Residential Group Activity services (15/55) include psycho-educational groups, such as substance abuse, anger management, medication awareness, and skills of daily living. Excess Residential Individual Contacts (beyond the minimum requirement of 2 per month) may be counted toward the Residential Group Activity standard of 10 contacts per month.

Residential Collateral Contact (15/15)

Residential Collateral Contacts (15/15) are provided twice per month. One collateral contact must be made to the referring CONREP program.

Residential Case Management (15/95)

Residential Case Management service (15/95) is provided at up to 8 hours per month.

Substance Abuse Screening

Random urine tests for substance abuse should occur on a weekly basis (4 services per month).

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Psychiatric Practice Progress Note (Med Check)

The Psychiatric Practice Progress Note is provided once per month during the patient's STRP stay.

Annual Case Review

The program of commitment conducts the Annual Case Review should that fall due during the patient's stay at the STRP.

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COMMUNITY OUTPATIENT TREATMENT

TABLE: Minimum Required Standards by Service Level

SERVICE FUNCTION TYPE	----- CARE LEVELS -----					
	Intensive	Inter-mediate	Supportive	Transi-tional	Aftercare	STRP
Forensic Individual Contact	4 per Month	3 per Month	2 per Month	Monthly		2 per Month
Group Contact	4 per Month	3 per Month	2 per Month	Monthly	None	8 per Month
Case Management	Up to 8 Hours per Month	Up to 2 Hours per Month				Up to 8 Hours per Month
Home Visits	2 per Month	Monthly		Quarterly		None
Collateral Contact	2 per Month	Every Other Month (6 per Year)			Monthly	2 per Month [#]
Substance Abuse Screening	4 per Month	2 per Month	2 per Month	Monthly	Quarterly	4 per Month
Annual Case Review (Assessment)	YEARLY (1 per Year)					Yearly*
Court Reports – COT patients	Quarterly					Quarterly*
Psychiatric Practice – Admission or Re-Admission	1 Service per Admission or Re-Admission					None
Psychiatric Practice – Annual Note	Yearly					1 per Year*
Psychiatric Practice – Progress Note (Med Check)	1 per Month	1 Every Other Month		3 per Year	1 to 2 Services per Year	1 per Month
Regional Meetings (2 per Year)						
Forensic Training (1 per Year per Staff Attending)/Provisional Training (CONREP approved and required)						
State Hospital Liaison Visits - 2 Services per Year per Patient						

1 contact must be to referring CONREP (see 1340).
 * Provided by the referring CONREP.

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WAIVER OF REQUIRED SERVICE STANDARDS

Purpose

Provision of services below the required treatment service standards requires a prior approved waiver. The purpose of the waiver is to allow for deviation from the required service standards in those instances in which clinical or medical considerations and/or logistical difficulties render provision of specified required services inappropriate or impractical.

Waiver requests may include substitution of an alternative service, lowering of service frequency or deletion of a service requirement. Services may not be waived for patients on the Aftercare Level.

Time Limit

Waivers are granted for a specific period of time, not exceeding 12 months. If approved, the waiver starts no earlier than the month in which received by CONREP Operations. Waivers start at the beginning of a new month and finish at the end of a month. If the program wishes to continue the waived service beyond the approved period, a new DSH 1712 Form must be submitted that includes a rationale for the waiver to justify the extension. The CONREP Operations Liaison reviews the waiver request and makes a determination whether the extension will be granted.

Submission for Multiple Services

Multiple service waivers or substitutions requested for an individual should be submitted on one Waiver Form so that reviewing staff can gain an overview of the overall treatment and supervision level for the patient.

Alternative Considerations

A waiver will not be granted for an entire service type unless a thorough discussion of alternative means of achieving the intent of the standard is presented. For example, the group requirement cannot be waived solely because an appropriate psychotherapy group is unavailable.

A discussion of alternative means of meeting the group requirement must be included (e.g. Head Injury Group or Socialization Center). Creative alternatives are encouraged and substitutions explored (e.g. increased individual sessions) when requesting a waiver of a specific required service standard.

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Program Specific Waiver

CONREP Operations may approve certain unique types of treatment programs for a Program Specific Waiver, (e.g., patients receiving residential skilled nursing services, etc.).

The program submits a request using the **Request for Waiver of Required Service Standards (Form DSH 1712)** and completes the section "Rationale for Waiver" to include a full description of the treatment program, an explanation of the reason for the requested waiver, and the type of Program Specific Waiver. The approved waiver, however, cannot be added to the CDS.

Waiver Submission (Form DSH 1712)

The **Form DSH 1712** is completed by the program clinician providing direct treatment and supervision services, reviewed by a supervisor, and countersigned by the CPD. The form and required attachments are submitted electronically to CONREP Operations for review and approval.

The DSH 1712 request must include all required attachments as noted below:

1. Most recent court report or quarterly report
2. Treatment plan
3. Most recent psychological report
4. HCR-20

Review Process

The waiver request and attachments are reviewed by the CONREP Operations Liaison. The Liaison will call the clinician and discuss the request as needed and either approve, modify, or deny the request.

Distribution of Approved Waiver

The Liaison signs and dates the waiver request form, entering the approved frequency for the new required service. CONREP Operations enters waived service information in CDS and electronically forwards a copy of the DSH 1712 form to the program.

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Change or Cancellation

To change an existing waiver, a waiver request for the new required service frequency, including the required documents, must be submitted to CONREP Operations for approval. The new waiver will supersede any prior waiver from the time of the new start date. Any elements that are to remain the same must be included in the new waiver request.

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SERVICE DELIVERY CONDITIONS

Required Service Provider

The CONREP program or subcontractors must provide Required Services pursuant to the Conditional Release Program contract unless exceptions have been approved by CONREP Operations.

Discrete Services

Each CONREP required service is a discrete mental health service. Only one mental health service can be provided and billed at a time. Different mental health services may not be provided concurrently but may, under some circumstances, be provided sequentially.

For instance, if collateral or individual contacts are conducted while making a home visit, they must be done sequentially and documented separately. Additional time must be allocated to ensure provision of separate complete services. Substance abuse screenings may be conducted while making a home visit.

CONREP Record Documentation

Following the provision of any mental health service, individualized clinical notes are to be documented in the patient's record. These notes should indicate the services provided as well as the patient's response/interaction.

Documentation of the patient record must occur the same day as services are delivered. Clinical notes may not be pre-dated or back-dated. The record need not reflect start/end times for services provided nor is there a specific length/format of note required; however, each record must have a tracking mechanism to track both units and duration of each service provided.

For each entry, clinical notes must include the name and licensure of the staff delivering the service and be signed and dated.

The rationale, including treatment goals and objectives, for provision of the selected services must be documented in the treatment plan and be clinically substantiated. Over time, they should reflect that the criminal history, mental illness, and treatment plan are addressed during service contacts (see **Forensic Focus under FORENSIC TREATMENT COMPONENTS** later in this section.).

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FORENSIC TREATMENT COMPONENTS

Overview

The primary emphasis of forensic treatment is relapse prevention. Two elements of relapse prevention that are particularly important in working with forensic patients are to help them:

- Recognize patterns leading to their offenses and
- Develop alternative behaviors that do not lead to offense.

Documentation

The treatment plan, interdisciplinary notes, Annual Case review, assessment, and court reports contained in the patient's record should all reflect the forensic treatment components, as described in this section. Clinicians must document specific problem behaviors, warning signs and/or any pertinent observations, as well as all actions taken in response to these.

Forensic Focus

Mental Disorder and Criminal Behavior

CONREP therapeutic activity should be based on an awareness of the relationship between the patient's mental disorder and criminal behavior.

Focus of Treatment

The focus of treatment should be the controlling offense, mental health/criminal history and warning signs and high-risk elements that staff and/or patient identified as leading to relapse.

Treatment should be organized around the identification of behavioral patterns, especially those exhibited prior to and during the offense. Patient recognition of these patterns and the development of adaptive coping strategies to deal with them also need to be included as important aspects of the patient's treatment.

Other Program Functions

This forensic focus should be evident in evaluations, assessments, and case conferences treatment plans, interventions, as well as in the documentation of services provided. It should especially be reflected in reports to the responsible authority (court, Board of Prison Hearings (BPH), or parole officer). These reports

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should reflect the patient's progress toward developing and maintaining a relapse prevention plan relative to the behavior problems identified.

The Annual Case Review assessment, as well as all decision making (such as discharge planning, continuance in the program, changes in living situation, or other major life decisions), should be guided by this forensic focus.

Treatment Planning

Patient Treatment Plan

The Patient Treatment Plan consists of treatment goals and objectives that include a focus upon:

- The patient's offense;
- Offense-related situations and behavior;
- Development of adaptive coping behaviors;
- Criminal thought processes;
- Precursors and risk factors;
- Warning signs;
- Diagnosis;
- Medication management; and
- Commitment type.

A critical element of treatment planning is assessment of risk and the development of an Individual Risk Profile (MH 7025).

The forensic focus is incorporated into the development of patient treatment goals and objectives. These goals and objectives should be consistently addressed during provision of required services so that the patient can learn to develop adaptive behaviors leading toward a relapse-free lifestyle.

Treatment Goals

Treatment goals, or outcomes, are long range, major changes that are expected to be achieved over time in treatment.

Treatment Objectives

Treatment objectives are those specific behaviors that the patient must achieve or eliminate as a step toward meeting a goal. Objectives should be clearly delineated, behaviorally specific and quantifiable. Objectives should consist of specific behaviors

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that are operationally defined, observable, and measurable by anyone observing the behavior.

Interventions and Treatment Modalities

Treatment plans should also identify the intervention methods and treatment modalities that will be used to help the patient achieve his/her goals. Interventions are the types of methods used in treatment to bring about the desired changes. Behavioral, cognitive and insight-oriented approaches are some examples of intervention methods.

Treatment modalities refer to the format in which the therapeutic contact takes place. Typical modalities are individual, group, family, and day treatment or socialization services.

Outcome Criteria

Specific criteria should be established which indicate at which point the goal is considered to have been achieved. Criteria are typically stated in terms of the elimination or the acquisition of particular behaviors. In addition, the patient must maintain the new behaviors for a period of time that is sufficient to demonstrate that the change will continue after treatment has ended.

Adaptive Behavior Alternatives

In order to achieve the desired outcome, specific behaviors may need to be taught in place of undesirable, inappropriate behaviors. Many patients have skill deficits that will need to be addressed so that adaptive behavior alternatives can be learned. The types of skills necessary to learn these alternative behaviors include:

- Coping skills;
- Interpersonal skills;
- Cognitive processing skills;
- Perceptual skills;
- Communication skills; and
- Problem solving skills.

Updates

Treatment plans should be updated at least annually and, as needed, in response to case conferences, clinical staffing, special incident analyses, and other forms of objective assessment.

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Filing

The Patient Treatment Plan shall be retained in a uniform place in each patient record.

Risk Factors

It is essential that CONREP clinicians are aware of probable risk factors for each patient regarding decompensation, re-offense and/or violence. Some common risk factors are:

- History of criminal activity;
- Youthful age (under 30);
- History of violence;
- Chemical abuse;
- Command hallucinations;
- Other auditory hallucinations (particularly with self-reference);
- Paranoia;
- History of animal torture as a child;
- Isolation, lack of social support system; and
- Excessive preoccupation with military or sexual themes.

Individual Risk Profile (MH 7025)

Purpose of Form MH 7025

To improve the identification of a patient's risk factors and to include them as the focus of treatment, the Form **MH 7025 Individual Risk Profile** became operational July 2001, replacing the Precursor Profile Summary (MH 7014).

Completion Timelines

The Form MH 7025 shall be completed on all patients at the following times:

- At the time of the Annual Case Review for current patients;
- Upon receipt of the hospital referral, or within 30 days of admission to CONREP, or within 30 days of transfer from an STRP to the CONREP program;
- Upon consideration of discharge (this includes PC 2968 request for MDO Remission Certification); and
- At the discretion of the treatment team, whenever significant changes merit a reassessment of risk factors.

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Factors Related to Offense

Completion of Form MH 7025 necessitates obtaining detailed information about the instant offense and the circumstances that led up to it.

Understanding the circumstances leading up to and surrounding the instant offense entails identification of patient high-risk behaviors and situations. Obtaining this information will involve a thorough review of various documents (e.g. police reports, alienist reports, reports completed in the early stages of inpatient treatment and/or incarceration). It will involve repeated and detailed discussions of the instant offense with the patient. This information should be summarized on the MH 7025 and the form retained in the patient record in the same section as the treatment plan.

Utilization of 'Level of Risk' and Factors Related to Offense' Information

Information indicated for 'Level of Risk' (see discussion of HCR-20) and 'Factors Related to Offense' are utilized as a basis for formulating:

- Specific decisions about the patient;
- Development of the patient's treatment plan; and
- Information provided about the patient in quarterly and annual reports to the court/BPH. (See **Section 1420: REPORTS & ANNUAL REVIEW PROCESS.**)

HCR-20

Administration and Training

Developing the Individual Risk Profile necessitates assessing each patient's violence risk level using the HCR-20. It is recommended that each patient's primary therapist complete this assessment tool.

Before staff can administer, score, and utilize the HCR-20, they must complete training authorized by CONREP Operations. Training is obtained by attending a training session or viewing a video of a training session which is available through Forensic Services. Program staff must also complete five practice scorings under the supervision of the California Forensic Assessment Project's (CFAP) consultant prior to using the HCR-20 independently with patients.

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HCR-20 Item H7 (*Psychopathy*)

The scoring of this particular item requires administration of the Hare Psychopathy Checklist – Screening Version (PCL-SV) or Revised (PCL-R). If a PCL-SV or PCL-R has already been administered by a qualified examiner, there is no need to also administer the PCL-SV. However, if a PCL-R has not been administered, appropriately trained CONREP staff should administer a PCL-SV. If the patient's score on the PCL-SV falls above the Low range, the patient must then be referred to DSH CFAP for administration of the PCL-R.

Qualifications for the administration and scoring of the PCL-R are enumerated in the PCL-R manual (pages 5-9) and must be strictly followed. If no program staff are specifically trained in the use of the PCL-R, a request for administration should be forwarded to DSH CFAP.

DSH CFAP will first review to determine if this instrument was administered. If so, information necessary for HCR-20 Item H7 will be provided. If not, arrangements will be made for administration of the PCL-R.

Before program staff can administer and score the PCL-SV, they must complete formal training that is provided or authorized by CONREP Operations. Authorization for training should be received prior to staff attending the training.

Completed Coding Sheets

Once scored, HCR-20 coding sheets are to be filed in a separate file with other psychological raw data and not in the patient record. Completed HCR-20 coding sheets should not be filed in the patient record.

Results as 'Level of Risk' on MH 7025

Results of the HCR-20 are to be presented in terms of Level of Risk rather than raw scores. The assessed Level of Risk should be recorded on the Individual Risk Profile in the space provided.

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PROBLEM BEHAVIORS

Description

During treatment, patients may present a variety of problem behaviors. The following discussion is presented in order to promote statewide conformity in program response to some of the more significant of these behaviors.

Violations of Terms and Conditions of Outpatient Treatment

Each patient signs **Terms and Conditions of Release to Outpatient Treatment [Form MH 7018]** upon community outpatient admission (See **Development of Treatment Plan** under **EVALUATION PROCEDURES, SECTION 1410: ADMISSION PROCESS**). Failure to comply with one or more provisions is considered a violation of the Terms and Conditions. The following behaviors are examples of violations which may lead to hospitalization or revocation:

- Consistent pattern of non-compliance or uncooperative behavior:
 1. Repeated missed appointments,
 2. Late to appointments,
 3. Non-participation in sessions, and/or
 4. Failure to take prescribed medications;
- Signs of the presence of weapons, contraband, or prohibited substances;
- Refusal to give a substance abuse screening sample;
- Failure to permit home visits; and/or
- Denial or refusal to name any collaterals.

Threats

Urgent consultation and staffing conference are recommended; prompt hospitalization may be indicated, with notification of intended victims, collaterals, and other staff, as appropriate.

Change in Mental Status

Any significant change in the patient's mental status requires careful evaluation and may require an immediate staffing. Emergency hospitalization or revocation may be indicated.

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Medication Side Effects

Possible medication side effects require staff awareness and attention to physical and mental symptoms. The presence of any such symptoms requires accurate documentation and prompt notification by the program to the psychiatrist.

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES

- A. [STRP Board and Care Facilities Provider], hereafter referred to as Contractor, agrees to provide community-based outpatient transitional residential housing and care (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

- A. The services shall be performed for the DSH at the following locations and other locations as determined by the Contractor.

<input type="checkbox"/> DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	<input type="checkbox"/> DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
<input type="checkbox"/> DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	<input type="checkbox"/> DSH-Patton 3102 East Highland Avenue Patton, CA 92369
<input type="checkbox"/> DSH-Sacramento 1600 9 th Street, Room 410 Sacramento, CA 95814	<input type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94588-6293
<input type="checkbox"/> DSH-Salinas Valley 31625 Highway 101 P.O. Box 1080 Soledad, CA 93690	<input type="checkbox"/> DSH-Vacaville 1600 California Drive P.O. Box 2297 Vacaville, CA 95696-2297
<input type="checkbox"/> DSH-Stockton 7707 S. Austin Road Stockton, CA 95215	<input checked="" type="checkbox"/> Designated Board and Care Facility

3. SERVICE HOURS:

- A. The services shall be provided 24 hours per day, seven days a week, throughout the term of this Agreement including State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals			
Section/Unit: Forensic Conditional Release Program		Section/Unit:	
Attention: Program Operations Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxx@dsh.ca.gov		Email:	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals			
Section/Unit: Forensic Services Division		Section/Unit:	
Attention: Staff Services Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxxx@dsh.ca.gov		Email:	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

- A. Pursuant to Welfare and Institutions Code (WIC) Section 4360 (a) and (b), the DSH operates the Forensic Conditional Release Program (CONREP). Through contracts with private providers or counties, the DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially committed individuals, including those committed pursuant to the following Penal Code (PC) and WIC sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC 1370), Mentally Disordered Sex Offender (formerly WIC 6316), and Mentally Disordered Offender (PC 2964(a) and PC 2972) hereinafter referred to as "CONREP patients."
- B. Contractor shall provide community-based outpatient transitional residential housing and care to CONREP patients with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

6. CONTRACTOR RESPONSIBILITIES:

- A. This Agreement is for the provision of the non-clinical services portion of the CONREP services outlined herein. Contractor shall provide all non-clinical services required as part of this agreement. The provision of clinical services shall be provided through a separate agreement between a clinical services provider, (hereinafter “CONREP Clinical Services Provider”) and the DSH. Contractor shall cooperate with the CONREP Clinical Services Provider to provide treatment and care to CONREP patients, and the services designated in this Section 6, pursuant to the CONREP Clinical Services Provider direction.
- i. Except for Clinical Services, Contractor shall provide services consistent with the CONREP Required Services for Board and Care, (hereinafter referred to as the Board and Care Services).
 - ii. Contractor shall provide Statewide Transitional Residential Program (STRP) board and care services to CONREP patients referred from statewide CONREP providers. In addition to the requirements set forth pursuant to the CONREP Policy and Procedures Manual Section 1370 – Specialty Treatment Program, and the Department of Social Services’ Community Care Licensing Division’s Manual of Policies and Procedures, Title 22, Division 6, Chapter 6; the Contractor shall:
 - a. Provide patient meals in accordance with the USDA Basic Food Group Plan-Daily Guide for the age group being served;
 - b. Safeguard patient cash resources, valuables, and personal property;
 - c. Take reasonable precautions for the protection of staff and patients, including adequate security, emergency procedures and protocols in case of patient injury, assaultive behavior and/or natural disaster.
 - d. Perform room searches to ensure the patients do not possess contraband materials or weapons;
 - e. Monitor diabetic residents and insulin medication as appropriate; and
 - f. Schedule and provide transportation for the following:
 - i. Medical/dental appointments
 - ii. Skills building exercises
 - iii. Recreational activities
- B. The Contractor shall, for the purpose of this Agreement, reserve NUMBER OF BEDS (XX) beds for the exclusive use of CONREP patients to provide residential on-site services.

- C. Contractor acknowledges he or she has received a copy of the CONREP Policy and Procedure Manual, Volume I and II (the "Manual") and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:
- i. Standard Agreement, STD 213; and
 - ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and
 - iii. All attachments incorporated in the Agreement by reference, and
 - iv. The Manual

The Manual, as referenced in this Agreement, may be amended by DSH from time to time as deemed necessary by the DSH. Contractor shall operate in accordance with the Manual, including any future amendments to the Manual. The DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

- D. Contractor acknowledges he or she has received a copy of the Department of Social Services' Community Care Licensing Division's Manual of Policies and Procedures, Title 22 ("DSS Community Care Manual") and has had an opportunity to review the terms and provisions of the DSS Community Care Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the DSS Community Care Manual and that the terms and conditions of the DSS Community Care Manual are incorporated into this Agreement. Adhering to the terms and conditions of the DSS Community Care Manual, and any other required community care licensing, are the responsibility of the Contractor.
- E. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and care of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.
- F. Contractor agrees that the DSH shall have access to facilities, programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.

- G. Contractor further acknowledges that the DSH may monitor Contractor program operations to determine compliance with the DSH policies, regulations, statutes, the Manual, and Agreement requirements. Contractor shall be solely responsible for its compliance with state and federal laws applicable to operating a CONREP program and shall seek its own legal counsel for advice on these laws.
- H. Program Administration – as part of the Required Services:
- i. Contractor shall administer the CONREP Program serving the designated population in accordance with section 4360 (a) and (b) of the WIC, as noted in this Agreement.
 - ii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.
 - iii. Contractor shall establish and maintain effective working relationships with the judiciary, district attorneys, public defenders, parole agents, and local law enforcement officials.
- L. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible revocation/re-hospitalization:
- i. Contractor shall cooperate with law enforcement agencies, parole agents, court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.
- M. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:
- i. Upon admission/re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.
 - ii. Contractor shall post CONREP Grievance Procedures as outlined in the Manual, section 1470, Outpatient Treatment Operations: Patient Rights and Protection Issues, in each clinic in a visible location in an area commonly used by CONREP patients.
 - iii. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.
- N. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:
- i. Unless granted a waiver pursuant to Welfare and Institutions Code 5751.2, and the "Waiver of License Process" outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.

- ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP program, the Contractor shall immediately inform the Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the Contract Manager of relevant stages of the investigation and disposition of the charges.
 - iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California Department of Justice Information Bulletins and updates.
 - iv. Contractor shall provide orientation, training and supervision of program staff as required on Board and Care issues including infection control and specific provision of care.
 - v. Contractor shall attend regional meetings at least twice per year and the DSH sponsored Forensic Training once per year, as determined by the DSH in its sole and absolute discretion.
- O. The Contractor agrees, unless otherwise permitted by the DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from the DSH, the DSH shall own the property and final disposition of such equipment shall be handled at the discretion of the DSH.
- P. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."
- Q. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- R. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- S. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- T. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

7. DSH RESPONSIBILITIES:

- A. The DSH shall provide orientation to the CONREP program and to Contractor's staff which have not received orientation previously, as designated by Contractor and at the discretion of the DSH. Such orientation shall include an overview of State policy and procedures, the Manual and appropriate statutes related to the program.
- B. The DSH shall be responsible for the development, design and amendments to the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with state and federal laws and the DSH policies and procedures.
- C. The DSH shall provide clinical and administrative direction and support to Contractor and oversight of the Program. Any direction, support, or assistance provided by the DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
 - iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
 - v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
 - vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices for shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor as specified in section 5, Budget Detail, DSH 7001.
- C. Monthly, the State will reimburse the Contractor the Bed Rate Per Diem amount as specified in the DSH 7001 multiplied by the number of Total Bed Days provided. The Contractor shall submit a Summary Claim for Reimbursement (CRP1701B) specifying the prevailing Bed Rate Per Diem, and the Total Bed Days calculated according to the daily patient census accumulated over the month. Total Bed Days may vary month-to-month, either higher or lower than the Total Caseload. However, the Total Bed Days Per Year (Total Caseload multiplied by Days in Year) cannot be exceeded for the fiscal year terms in the Agreement.
- D. Reimbursement of Non-Allocation amounts will be made using the Summary Claim for Reimbursement (CPR1701B), for actual expenditures in accordance with provisions of Exhibit A, Exhibit B and the DSH 7001.
- E. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- F. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- G. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one (1) original with authorized signatures and three (3) copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable
 - v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Charges/rates shall be computed in accordance with the DSH 7001 forms for the Contractor's STRP location. The major budget categories include Total Annual Allocation (line item 2) and Total Annual Non-Allocation (line items 3 and 4).
- B. The Total Annual Non-Allocation line items 3 and 4 may vary by fiscal years, but cannot exceed the Total Annual Non-Allocation amount.

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/20/2016)		STRP Board and Care Facilities Provider (Year One Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Annual Bed Rate Allocation		Bed Rate Per Diem
2. Required Services, OE&E, Admin, Housing and Indirect Costs	\$	381,425.00	\$ 95.00
	Annual Non-Allocation		Monthly Non-Allocation
3. Regional Meetings & Forensic Training	\$	4,000.00	
4. Supplemental Services	\$	12,000.00	\$ 1,000.00
Total Annual Non-Allocation	\$	16,000.00	
Annual Total	\$	397,425.00	

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/20/2016)		STRP Board and Care Facilities Provider (Year Two Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Bed Rate Annual Allocation		Bed Rate Per Diem
2. Required Services, OE&E, Admin, Housing and Indirect Costs	\$	381,425.00	\$ 95.00
	Annual Non-Allocation		Monthly Non-Allocation
3. Regional Meetings & Forensic Training	\$	4,000.00	
4. Supplemental Services	\$	12,000.00	\$ 1,000.00
Total Annual Non-Allocation	\$	16,000.00	
Annual Total	\$	397,425.00	
Agreement Total	\$	794,850.00	

C. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and

signed by both parties, and be approved by the Department of General Services if such approval is required.

- D. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- E. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices

SAMPLE

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES

- A. [STRP Clinical Services Provider], hereafter referred to as Contractor, agrees to provide community-based outpatient mental health treatment and supervision (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

- A. The services shall be performed for the DSH at the following locations and other locations as determined by the Contractor.

<input checked="" type="checkbox"/> DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	<input checked="" type="checkbox"/> DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
<input checked="" type="checkbox"/> DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	<input checked="" type="checkbox"/> DSH-Patton 3102 East Highland Avenue Patton, CA 92369
<input checked="" type="checkbox"/> DSH-Sacramento 1600 9 th Street, Room 410 Sacramento, CA 95814	<input checked="" type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94588-6293
<input type="checkbox"/> DSH-Salinas Valley 31625 Highway 101 P.O. Box 1080 Soledad, CA 93690	<input type="checkbox"/> DSH-Vacaville 1600 California Drive P.O. Box 2297 Vacaville, CA 95696-2297
<input type="checkbox"/> DSH-Stockton 7707 S. Austin Road Stockton, CA 95215	<input checked="" type="checkbox"/> Designated STRP Board and Care Facility

3. SERVICE HOURS:

- A. The services shall be provided 24 hours per day, seven days a week, throughout the term of this Agreement including State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals			
Section/Unit: Forensic Conditional Release Program		Section/Unit:	
Attention: Program Operations Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxx@dsh.ca.gov		Email:	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals			
Section/Unit: Forensic Services Division		Section/Unit:	
Attention: Staff Services Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxxx@dsh.ca.gov		Email:	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

A. Pursuant to Welfare and Institutions Code (WIC) Section 4360 (a) and (b), the DSH operates the Forensic Conditional Release Program (CONREP). Through contracts with private providers or counties, the DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially committed individuals, including those committed pursuant to the following Penal Code (PC) and WIC sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC 1370), Mentally Disordered Sex Offender (formerly WIC 6316), and Mentally Disordered Offender (PC 2964(a) and PC 2972) hereinafter referred to as "CONREP patients."

- B. Contractor shall provide forensic treatment services to CONREP patients with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

6. CONTRACTOR RESPONSIBILITIES:

- A. This Agreement is for the provision of the clinical services portion of the CONREP services outlined herein. Contractor shall provide all clinical services required as part of this agreement. The provision of board and care shall be provided through a separate agreement between a board and care facilities provider, (hereinafter “CONREP Board and Care Services Provider”) and the DSH. Contractor shall cooperate with the CONREP Board and Care Services Provider to provide treatment and care to CONREP patients, and the services designated in this Section 7, pursuant to the CONREP Clinical Services Provider direction.
 - i. Except for board and care services, Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services, (hereinafter referred to as the “Required Services”), with the exclusion of board and care services.
 - ii. Contractor shall provide Statewide Transitional Residential Program (STRP) clinical services pursuant to the CONREP Policy and Procedures Manual, to CONREP patients referred from statewide CONREP providers.
- B. Contractor shall provide Statewide Transitional Residential Program (STRP) services pursuant to the CONREP Policy and Procedures Manual, eligible CONREP patients referred from statewide CONREP Programs. These services shall be forensic treatment services with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.
- C. Contractor acknowledges he or she has received a copy of the CONREP Policy and Procedure Manual, Volume I and II (the “Manual”) and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:
 - i. Standard Agreement, STD 213; and
 - ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and
 - iii. All attachments incorporated in the Agreement by reference, and
 - iv. The Manual

The Manual, as referenced in this Agreement, may be amended by DSH from time-to-time as deemed necessary by the DSH. Contractor shall operate a CONREP in accordance with the Manual, including any future amendments to the Manual. The DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

- F. Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services (hereinafter referred to as the Required Services). Contractor shall provide the specific Required Services at the frequency and duration indicated in section J.
- G. Prior to, and as part of performing the Required Services, Contractor shall assess each patient's functioning and risk.
- H. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient less frequently than outlined in Section J, Contractor must obtain prior written approval from the DSH for a waiver of Required Services before deviating from the levels of service indicated in Section J.
- I. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient more frequently than outlined in Section J, such services shall be considered Supplemental Services.
- J. Contractor shall provide the following Required Services, as outlined in the Manual:
 - i. Forensic Individual Contact - Contractor shall provide two (2) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session per patient receiving services at the STRP Care Level.
 - ii. Group Contact - Contractor shall provide eight (8) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session per patient receiving services at the STRP Care Level.
 - iii. Case Management - Contractor shall provide up to eight (8) hours per month at fifteen (15) minutes per session per patient receiving services at the STRP Care Level.
 - iv. Collateral Contact - Contractor shall provide two (2) services per month, one (1) of which must be to the referring CONREP Program, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts per patient receiving services at the STRP Care Level.
 - v. Substance Abuse Screening – Contractor shall provide four (4) services per month with a minimum of fifteen (15) minutes per session per patient receiving services at the STRP Care Levels.

- vi. Psychiatric Services – Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; and one (1) progress note (medication check) per month of forty-five (45) minutes duration (including visit and documentation) per patient receiving services at the STRP Care Level.
- K. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and treatment of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.
- L. Contractor agrees that the DSH shall have access to programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.
- M. Contractor further acknowledges that the DSH may monitor Contractor program operations to determine compliance with the DSH policies, regulations, statutes, the Manual, and Agreement requirements. Contractor shall be solely responsible for its compliance with state and federal laws applicable to operating a CONREP program and shall seek its own legal counsel for advice on these laws.
- N. Program Administration – as part of the Required Services:
- i. Contractor shall administer the CONREP Program serving the designated population in accordance with section 4360 (a) and (b) of the WIC, as noted in this Agreement.
 - ii. Contractor shall nominate a qualified Community Program Director, as per the CONREP Manual Volume 1: Section 1120.0-1120.11, who is responsible for case management, placement evaluations, and who will serve as the court liaison.
 - iii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.
 - iv. Contractor shall establish and maintain effective working relationships with the judiciary, district attorneys, public defenders, parole agents, and local law enforcement officials.
 - v. Contractor shall have a monitoring system to ensure the Required Services are provided at the minimum frequency and duration as indicated in Section J of this Agreement, unless otherwise approved by the DSH, in accordance with the patient's Care Level.
- O. Community Outpatient Treatment Admission and Assessment Process – as part of the Required Services:

- i. Contractor shall work with the Board of Parole Hearings (BPH), applicable state hospitals, Parole Agents, and the California Forensic Assessment Project (CFAP) panel to complete all required assessments and other required steps for CONREP patients to be approved for admission to outpatient services.
- ii. Contractor shall develop written "Terms and Conditions of Release to Outpatient Treatment" that are specific to each patient.

P. As part of the Required Services:

- i. Contractor shall assist as needed in obtaining psychotropic medications, adhere to the Manual, participate in a program-specific plan for providing clozapine services, and support and facilitate participation in a Psychopharmacological Consultation System when required, but shall not provide physician services.
- ii. Contractor shall respond to Special Incidents and law enforcement issues, with coverage twenty-four (24) hours a day, seven (7) days a week, and with the capacity to arrange for/or provide emergency transportation of CONREP patients.
- iii. Contractor shall provide forensically focused treatment as described in the CONREP Policy and Procedures Manual.
- iv. Contractor shall provide and document treatment interventions to address patient specific criminogenic risk factors, including identification of warning signs, precursors, criminal thinking styles and patterns, and high-risk conditions/situations.
- v. Contractor shall provide mental health treatment to support individualized recovery and address patient's understanding of and ability to live with chronic mental illness, including necessity of medication compliance.
- vi. Contractor shall provide psycho-educational training to patients to address coping and social skills related to time management, goal-setting, consequential thinking, stress management, anger management, and safety issues related to any history of trauma, interpersonal communication, conflict resolution, activities of daily living, job skills, and recreation skills.
- vii. Contractor shall provide substance abuse treatment, including monitoring for abstinence from prohibited substances, psycho-education regarding co-occurring substance use and psychiatric disorders, relapse prevention, and integration into community resources, including self-help groups such as Alcoholics Anonymous and Narcotics Anonymous.
- viii. Contractor shall provide interventions consistent with the psychological and cognitive level and learning style of the CONREP patient, including but not limited to:
 - a. Interventions that are trauma-informed and support safety and stability.
 - b. Interventions that are gender-responsive.
 - c. Interventions that are culturally appropriate and sensitive to a diversity of cultures.

- d. Interventions that are consistent with the cognitive challenges associated with chronic mental illness.
- P. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible revocation/re-hospitalization:
- i. Contractor shall provide consultation to CONREP patients prior to requesting revocation/re-hospitalization.
 - ii. Contractor shall complete the appropriate re-hospitalization and revocation paperwork with specific justifications/clinical rationale that address public safety considerations.
 - iii. Contractor shall cooperate with law enforcement agencies, parole agents, court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.
- Q. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:
- i. Upon admission/re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.
 - ii. Contractor shall post CONREP Grievance Procedures as outlined in the Manual, section 1470, Outpatient Treatment Operations: Patient Rights and Protection Issues, in each clinic in a visible location in an area commonly used by CONREP patients.
- R. As part of the Required Services, Contractor shall:
- i. Provide clinical notes following any mental health service to include, but not be limited to, services provided, patient's response/interaction, specific problem behaviors, warning signs and/or any pertinent observations, and actions taken in response to mental health services. Clinical notes shall reflect that criminal history, mental illness and treatment plan goals were addressed during service contacts.
 - ii. Maintain psychiatric documentation produced by the CONREP Physician that includes generic names of medications, dosage, route of administration, diagnosis, frequency of administration, and refill numbers.
 - iii. Maintain CONREP patient records that include the State Hospital Liaison file and referral packet; photo identification; current Terms and Conditions of Outpatient Treatment; copy of Department of Justice Notice of Registration Requirement form SS8047 quarterly and annual court progress reports; personal belongings designation form; clinical and medical information; CFAP report and current Annual Case Review; Individual Risk Profile form; positive toxicology results; polygraph results/reports; Patient Transaction form; current court Minute Order for PC 1026 and PC 2972 Mentally Disordered Offender (MDO) patients designating continued civil commitment.
 - iv. Maintain a Special Incident file that is separate from the CONREP patient record.

- v. Maintain a hospital liaison file for each state hospital patient receiving liaison visits, which is incorporated into the patient record once the patient is admitted to CONREP outpatient services.
- vi. Retain line-item reports of “batched” negative urine drug screen laboratory test results for twelve (12) months, outside of the patient’s outpatient record. Upon the 13th month, the line-item reports should be confidentially destroyed
- vii. Retain CONREP patient criminal history summaries in a secure file separate from the CONREP patient record.
- viii. Maintain a voter registration form, Tarasoff documentation, family/victim correspondence, identification of other individuals’ names and psychological records, including prior client profiles, raw test data, test results, HCR-20 coding sheets, and PCL-SV scoring summaries in a file separate from a patient’s record.
- ix. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.
- i. Provide to the DSH Contract Manager monthly census data of STRP patients by the 1st of each month, which includes the following information:
 - a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information
 - d. Date of patient admission to STRP
 - e. End-date for ninety (90) day residential treatment
 - f. End-date for extension to one hundred twenty (120) days residential treatment, if approved by the DSH
 - g. Anticipated patient discharge date
- ii. Provide to the DSH Contract Manager a weekly status report of patients referred to the STRP which includes the following information:
 - a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information
 - d. Name of the State Hospital or CONREP program provider where the patient currently reside

- e. Date of receipt of referral
 - f. Date complete referral packet is received from the referring CONREP Program
 - g. Date of STRP staff interview of patient
 - h. Whether the referral was accepted or not by the STRP
 - i. Date of acceptable letter from STRP to the referring CONREP Program
 - j. Planned date of STRP admission
 - k. Summary of issues that are relevant and/or impact placement status
- iii. Provide to the DSH Contract Manager a weekly status report of patients referred to the STRP which includes the following information:
- l. Patient Name
 - m. Patient Legal Class
 - n. Name of the referring CONREP program provider and contact information
 - o. Name of the State Hospital or CONREP program provider where the patient currently reside
 - p. Date of receipt of referral
 - q. Date complete referral packet is received from the referring CONREP Program
 - r. Date of STRP staff interview of patient
 - s. Whether the referral was accepted or not by the STRP
 - t. Date of acceptable letter from STRP to the referring CONREP Program
 - u. Planned date of STRP admission
 - v. Summary of issues that are relevant and/or impact placement status
- T. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:

- i. Unless granted a waiver pursuant to Welfare and Institutions Code 5751.2, and the "Waiver of License Process" outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.
 - ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP program, the Contractor shall immediately inform the Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the Contract Manager of relevant stages of the investigation and disposition of the charges.
 - iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California Department of Justice Information Bulletins and updates.
 - iv. Contractor shall provide orientation, training and clinical supervision of program staff as required on forensic issues, risk assessment, substance abuse screening, infection control, and provision of care.
 - v. Contractor shall attend regional meetings at least twice per year and the DSH sponsored Forensic Training once per year, as determined by the DSH in its sole and absolute discretion.
- U. The Contractor agrees, unless otherwise permitted by the DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from the DSH, the DSH shall own the property and final disposition of such equipment shall be handled at the discretion of the DSH.
- V. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."
- W. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicles, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor must be in possession of a valid picture identification card at all times while in any DSH secured area.
- X. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.

- Y. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.
- Z. If services shall be provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- AA. If services shall be provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- BB. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- CC. If services shall be provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- i. Each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAS, including but not limited to videos, classroom time, etc.
 - ii. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$66.22 per tag, and \$14.62 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.

- DD. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.
- EE. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- FF. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- GG. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

7. DSH RESPONSIBILITIES:

- A. The DSH shall provide orientation to the CONREP program and to Contractor's staff which have not received orientation previously, as designated by Contractor and at the discretion of the DSH. Such orientation shall include an overview of State policy and procedures, the Manual and appropriate statutes related to the program.
- B. The DSH shall be responsible for the development, design and amendments to the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with state and federal laws and the DSH policies and procedures.
- C. The DSH shall provide clinical and administrative direction and support to Contractor and oversight of the Program. Any direction, support, or assistance provided by the DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.

- ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
- iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.
- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. **Expectations:** Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in this Scope of Work.
- ii. **Penalties:** Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two additional terms of up to one year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor as specified in section 5, Budget Detail, DSH 7001.
- C. Monthly, the State will reimburse the Contractor for services in the amounts as specified in the DSH 7001.
- D. Reimbursement of Non-Allocation amounts will be made using the Summary Claim for Reimbursement (CPR1701B), for actual expenditures in accordance with provisions of Exhibit A, Exhibit B and the DSH 7001.
- E. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- F. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- G. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one (1) original with authorized signatures and three (3) copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:

- i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
- ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
- iii. Small Business certification number, if applicable
- iv. Professional license number, if applicable
- v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Charges/rates shall be computed in accordance with the DSH 7001 forms for the Contractor's STRP location. The major budget categories include Total Annual Allocation (line item 2) and Total Annual Non-Allocation (line items 3 and 4).
- B. The Total Annual Non-Allocation line items 3 and 4 may vary by fiscal years, but cannot exceed the Total Annual Non-Allocation amount.

C.

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/24/2016)		STRP Clinical Services Provider (Year One Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Bed Rate Annual Allocation		Bed Rate Per Diem
2. Required Services, OE&E, and Admin	\$	321,200.00	\$ 80.00
	Annual Non-Allocation		Monthly Non-Allocation
3. Regional Meetings & Forensic Training	\$	6,000.00	
4. Supplemental Services	\$	13,000.00	\$ 1,083.33
Total Annual Non-Allocation	\$	19,000.00	
Annual Total	\$	340,200.00	

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/24/2016)		STRP Clinical Services Provider (Year Two Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Bed Rate Annual Allocation		Bed Rate Per Diem
2. Required Services, OE&E and Admin	\$	321,200.00	\$ 80.00
	Annual Non-Allocation		Monthly Non-Allocation
3. Regional Meetings & Forensic Training	\$	6,000.00	
4. Supplemental Services	\$	13,000.00	\$ 1,083.33
Total Annual Non-Allocation	\$	19,000.00	
Annual Total	\$	340,200.00	
Agreement Total	\$	680,400.00	

D. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in

addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

- E. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- F. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

SAMPLE

EXHIBIT A
SCOPE OF WORK

1. CONTRACTED PARTIES

- A. **STRP Provider**, hereafter referred to as Contractor, agrees to provide community-based outpatient mental health treatment and supervision (as defined in Section 6) to the Department of State Hospitals (DSH) pursuant to the terms and conditions of the Agreement.

2. SERVICE LOCATIONS:

- A. The services shall be performed for the DSH at the following locations and other locations as determined by the Contractor.

<input checked="" type="checkbox"/> DSH-Atascadero 10333 El Camino Real, P.O. Box 7001 Atascadero, CA 93423-7001	<input checked="" type="checkbox"/> DSH-Coalinga 24511 West Jayne Avenue P.O. 5000 Coalinga, CA 93210
<input checked="" type="checkbox"/> DSH-Metropolitan 11401 South Bloomfield Avenue Norwalk, CA 90650	<input checked="" type="checkbox"/> DSH-Patton 3102 East Highland Avenue Patton, CA 92369
<input checked="" type="checkbox"/> DSH-Sacramento 1600 9 th Street, Room 410 Sacramento, CA 95814	<input checked="" type="checkbox"/> DSH-Napa 2100 Napa-Vallejo Highway Napa, CA 94588-6293
<input type="checkbox"/> DSH-Salinas Valley 31625 Highway 101 P.O. Box 1080 Soledad, CA 93690	<input type="checkbox"/> DSH-Vacaville 1600 California Drive P.O. Box 2297 Vacaville, CA 95696-2297
<input type="checkbox"/> DSH-Stockton 7707 S. Austin Road Stockton, CA 95215	<input checked="" type="checkbox"/> Designated STRP Facility

3. SERVICE HOURS:

- A. The services shall be provided 24 hours per day, seven days a week, throughout the term of this Agreement including State holidays.

4. PROJECT REPRESENTATIVES:

A. The project representatives during the term of this Agreement will be:

Contract Managers:

Department of State Hospitals			
Section/Unit: Forensic Conditional Release Program		Section/Unit:	
Attention: Program Operations Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxx@dsh.ca.gov		Email:	

Administrative Contacts (all administrative inquiries should be directed to):

Department of State Hospitals			
Section/Unit: Forensic Services Division		Section/Unit:	
Attention: Staff Services Manager		Attention:	
Address: 1600 9 th Street, Room xxx Sacramento, CA 95814		Address:	
Phone: 916-651-xxxxx	Fax: 916-654-xxxx	Phone:	Fax:
Email: xxxxxx@dsh.ca.gov		Email:	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

5. SUMMARY OF WORK TO BE PERFORMED:

A. Pursuant to Welfare and Institutions Code (WIC) Section 4360 (a) and (b), the DSH operates the Forensic Conditional Release Program (CONREP). Through contracts with private providers or counties, the DSH provides a statewide system of community mental health treatment and supervision to the designated population of judicially committed individuals, including those committed pursuant to the following Penal Code (PC) and WIC sections: Not Guilty by Reason of Insanity (PC 1026/WIC 702.3), Incompetent to Stand Trial (PC 1370), Mentally Disordered Sex Offender (formerly WIC 6316), and Mentally Disordered Offender (PC 2964(a) and PC 2972) hereinafter referred to as "CONREP patients."

- B. Contractor shall provide forensic treatment services to CONREP patients with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.

6. CONTRACTOR RESPONSIBILITIES:

- A. Contractor shall provide Statewide Transitional Residential Program (STRP) services pursuant to the CONREP Policy and Procedures Manual, eligible CONREP patients referred from statewide CONREP Programs. These services shall be forensic treatment services with a focus on relapse prevention, supporting patient recognition of patterns that lead to offenses and development of alternative behaviors.
- B. The Contractor shall, for the purpose of this Agreement, reserve NUMBER OF BEDS (XX) beds for the exclusive use of CONREP patients to provide residential on-site services.
- C. The Contractor shall submit a monthly report of STRP patients, including census demographics, admissions, discharges, length of stay and dispositions by type; and a weekly summary of names and responsible programs of patients in residence with their current status in treatment and an anticipated discharge date in a format specified by the DSH.
- D. The Contractor shall provide the DSH with a monthly summary of the names and referring programs of all patient referrals, the source (state hospital or community program), where the patient currently resides, and a brief summary of the status of the referral in a report format specified by the DSH.
- E. Contractor acknowledges he or she has received a copy of the CONREP Policy and Procedure Manual, Volume I and II (the "Manual") and has had an opportunity to review the terms and provisions of the Manual and consult with independent counsel. Contractor agrees to the terms and conditions of the Manual and that the terms and conditions of the Manual are incorporated into this Agreement. The meanings of the terms and requirements in this Agreement, unless otherwise defined in this Agreement, are defined in the Manual. In the event of an inconsistency between the Manual, attachments, specifications or provisions which constitute the Agreement, the following order of precedence shall apply:
 - i. Standard Agreement, STD 213; and
 - ii. This Exhibit A – Scope of Work, including specifications incorporated by reference; and
 - iii. All attachments incorporated in the Agreement by reference, and
 - iv. The Manual

The Manual, as referenced in this Agreement, may be amended by DSH from time to time as deemed necessary by the DSH. Contractor shall operate a CONREP in accordance with the Manual, including any future amendments to the Manual. The DSH shall provide Contractor with notice of any amendments to the Manual. From the effective date of any amendment, Contractor shall follow the amendments required by any change in California statute or regulation. For all other amendments, Contractor shall present any of Contractor's concerns to DSH within ten (10) business days from the date of notification, which does not relieve Contractor from adhering to any amendment, unless agreed upon in writing by the DSH. The DSH and Contractor shall negotiate, in good faith, changes to the Manual.

- F. In addition to the requirements set forth in the CONREP Policy & Procedure Manual, Section 1370 – Specialty Treatment Program and the Department of Social Services, Community Care Licensing Division's Manual of Policies and Procedures, Title 22, Division 6, Chapter 6; the Contractor will provide the following services:
- i. Providing patient meals in accordance with the USDA Basic Food Group Plan-Daily Guide for the age group being served;
 - ii. Safeguarding of patient cash resources, valuables, and personal property;
 - iii. Monitoring of diabetic residents with insulin shots as appropriate;
 - iv. Schedule and provide transportation for the following:
 - a. Medical/dental appointments;
 - b. Skills building exercises; and
 - c. Recreational activities.
- G. Contractor shall provide services consistent with the CONREP Clinical Treatment Required Services (hereinafter referred to as the Required Services). Contractor shall provide the specific Required Services at the frequency and duration indicated in section J.
- H. Prior to, and as part of performing the Required Services, Contractor shall assess each patient's functioning and risk.
- I. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient less frequently than outlined in section J, Contractor must obtain prior written approval from the DSH for a waiver of Required Services before deviating from the levels of service indicated in section J.
- J. Should the Contractor, in its professional judgment, determine that services are needed for a particular patient more frequently than outlined in section J, such services shall be considered Supplemental Services.
- K. Contractor shall provide the following Required Services, as outlined in the Manual:

- i. Forensic Individual Contact - Contractor shall provide two (2) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session per patient receiving services at the STRP Care Level.
 - ii. Group Contact - Contractor shall provide eight (8) services per month with a minimum of forty-five (45) to a maximum of sixty (60) minutes per session per patient receiving services at the STRP Care Level.
 - iii. Case Management - Contractor shall provide up to eight (8) hours per month at fifteen (15) minutes per session per patient receiving services at the STRP Care Level.
 - iv. Collateral Contact - Contractor shall provide two (2) services per month, one (1) of which must be to the referring CONREP Program, with a minimum of fifteen (15) to a maximum of thirty (30) minutes for phone, or a minimum of thirty (30) minutes to a maximum of two (2) hours for face-to-face contacts per patient receiving services at the STRP Care Level.
 - v. Substance Abuse Screening – Contractor shall provide four (4) services per month with a minimum of fifteen (15) minutes per session per patient receiving services at the STRP Care Levels.
 - vi. Psychiatric Services – Contractor shall provide one (1) admission or re-admission service of two (2) hour duration; and one (1) progress note (medication check) per month of forty-five (45) minutes duration (including visit and documentation) per patient receiving services at the STRP Care Level.
- F. Contractor acknowledges that, in addition to other auditing and/or compliance-review rights retained by the DSH under this Agreement, the DSH may monitor the Contractor for compliance with administration and treatment of CONREP patients comprising the caseload. The Contractor is expected to show documentation of caseload compliance for any given time period, which may include, but not be limited to time sheets for employees, scheduled appointments for each employee, patient records, or other method to validate percentages of time dedicated to CONREP. Contractor acknowledges that this information may be compared to the contracted caseload. The Contractor is required to ensure that staff positions funded pursuant to this Agreement are reserved solely for the provision of Required Services, regardless of caseload size.
- G. Contractor agrees that the DSH shall have access to facilities, programs, documents, records, staff, patients, or other material or persons the DSH deems necessary to perform monitoring and auditing of services rendered, in its sole and absolute discretion.
- H. Contractor further acknowledges that the DSH may monitor Contractor program operations to determine compliance with the DSH policies, regulations, statutes, the Manual, and Agreement requirements. Contractor shall be solely responsible for its compliance with state and federal laws applicable to operating a CONREP program and shall seek its own legal counsel for advice on these laws.
- I. Program Administration – as part of the Required Services:
- i. Contractor shall administer the CONREP Program serving the designated population in accordance with section 4360 (a) and (b) of the WIC, as noted in this Agreement.

- ii. Contractor shall nominate a qualified Community Program Director, as per the CONREP Manual Volume 1: Section 1120.0-1120.11, who is responsible for case management, placement evaluations, and who will serve as the court liaison.
 - iii. Contractor shall have an internal clinic Policy and Procedure Manual which shall reflect clinic operations and incorporate the Manual.
 - iv. Contractor shall establish and maintain effective working relationships with the judiciary, district attorneys, public defenders, parole agents, and local law enforcement officials.
 - v. Contractor shall have a monitoring system to ensure the Required Services are provided at the minimum frequency and duration as indicated in Section J of this Agreement, unless otherwise approved by the DSH, in accordance with the patient's Care Level.
- J. Community Outpatient Treatment Admission and Assessment Process – as part of the Required Services:
- i. Contractor shall work with the Board of Parole Hearings (BPH), applicable state hospitals, Parole Agents, and the California Forensic Assessment Project (CFAP) panel to complete all required assessments and other required steps for CONREP patients to be approved for admission to outpatient services.
 - ii. Contractor shall develop written “Terms and Conditions of Release to Outpatient Treatment” that are specific to each patient.
- K. As part of the Required Services:
- i. Contractor shall assist as needed in obtaining psychotropic medications, adhere to the Manual, participate in a program-specific plan for providing clozapine services, and support and facilitate participation in a Psychopharmacological Consultation System when required, but shall not provide physician services.
 - ii. Contractor shall respond to Special Incidents and law enforcement issues, with coverage twenty-four (24) hours a day, seven (7) days a week, and with the capacity to arrange for/or provide emergency transportation of CONREP patients.
 - iii. Contractor shall provide forensically focused treatment as described in the CONREP Policy and Procedures Manual Contractor shall provide treatment to follow the Risk, Needs, Responsivity/Forensic Focus model in the context of a wellness and recovery approach to care.
 - iv. Contractor shall provide and document treatment interventions to address patient specific criminogenic risk factors, including identification of warning signs, precursors, criminal thinking styles and patterns, and high-risk conditions/situations.
 - v. Contractor shall provide mental health treatment to support individualized recovery and address patient's understanding of and ability to live with chronic mental illness, including necessity of medication compliance.

- vi. Contractor shall provide psycho-educational training to patients to address coping and social skills related to time management, goal-setting, consequential thinking, stress management, anger management, and safety issues related to any history of trauma, interpersonal communication, conflict resolution, activities of daily living, job skills, and recreation skills.
- vii. Contractor shall provide substance abuse treatment, including monitoring for abstinence from prohibited substances, psycho-education regarding co-occurring substance use and psychiatric disorders, relapse prevention, and integration into community resources, including self-help groups such as Alcoholics Anonymous and Narcotics Anonymous.
- viii. Contractor shall provide interventions consistent with the psychological and cognitive level and learning style of the CONREP patient, including but not limited to:
 - a. Interventions that are trauma-informed and support safety and stability.
 - b. Interventions that are gender-responsive.
 - c. Interventions that are culturally appropriate and sensitive to a diversity of cultures.
 - d. Interventions that are consistent with the cognitive challenges associated with chronic mental illness.
- L. Contractor shall provide the following services, as part of the Required Services, related to a patient's possible revocation/re-hospitalization:
 - i. Contractor shall provide consultation to CONREP patients prior to requesting revocation/re-hospitalization.
 - ii. Contractor shall complete the appropriate re-hospitalization and revocation paperwork with specific justifications/clinical rationale that address public safety considerations.
 - iii. Contractor shall cooperate with law enforcement agencies, parole agents, court officials, and state hospitals to ensure continuity of care of CONREP patients during the revocation/re-hospitalization process.
- M. Contractor shall provide the following services, as part of the Required Services, related to patient grievances:
 - i. Upon admission/re-admission, Contractor shall provide an orientation and education on the patient grievance process for each CONREP patient.
 - ii. Contractor shall post CONREP Grievance Procedures as outlined in the Manual, section 1470, Outpatient Treatment Operations: Patient Rights and Protection Issues, in each clinic in a visible location in an area commonly used by CONREP patients.
- N. As part of the Required Services, Contractor shall:

- i. Provide clinical notes following any mental health service to include, but not be limited to, services provided, patient's response/interaction, specific problem behaviors, warning signs and/or any pertinent observations, and actions taken in response to mental health services. Clinical notes shall reflect that criminal history, mental illness and treatment plan goals were addressed during service contacts.
- ii. Maintain psychiatric documentation produced by the CONREP Physician that includes generic names of medications, dosage, route of administration, diagnosis, frequency of administration, and refill numbers.
- iii. Maintain CONREP patient records that include the State Hospital Liaison file and referral packet; photo identification; current Terms and Conditions of Outpatient Treatment; copy of Department of Justice Notice of Registration Requirement form SS8047 quarterly and annual court progress reports; personal belongings designation form; clinical and medical information; CFAP report and current Annual Case Review; Individual Risk Profile form; positive toxicology results; polygraph results/reports; Patient Transaction form; current court Minute Order for PC 1026 and PC 2972 Mentally Disordered Offender (MDO) patients designating continued civil commitment.
- iv. Maintain a Special Incident file that is separate from the CONREP patient record.
- v. Maintain a hospital liaison file for each state hospital patient receiving liaison visits, which is incorporated into the patient record once the patient is admitted to CONREP outpatient services.
- vi. Retain line-item reports of negative urine drug screen laboratory test results for twelve (12) months, outside of the patient's outpatient record. Upon the 13th month, the line-item reports should be confidentially destroyed.
- vii. Retain CONREP patient criminal history summaries in a secure file separate from the CONREP patient record.
- viii. Maintain a voter registration form, Tarasoff documentation, family/victim correspondence, identification of other individuals' names and psychological records, including prior client profiles, raw test data, test results, HCR-20 coding sheets, and PCL-SV scoring summaries in a file separate from a patient's record.
- ix. Provide to the DSH Contract Manager monthly data on delivery of Required Services by the 15th of each month following the month of service.
- x. Provide to the DSH Contract Manager monthly census data of STRP patients by the 1st of each month, which includes the following information:
 - a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information

- d. Date of patient admission to STRP
 - e. End-date for 90-day residential treatment
 - f. End-date for extension to 120 days residential treatment, if approved by the DSH
 - g. Anticipated patient discharge date
- xi. Provide to the DSH Contract Manager a weekly status report of patients referred to the STRP which includes the following information:
- a. Patient Name
 - b. Patient Legal Class
 - c. Name of the referring CONREP program provider and contact information
 - d. Name of the State Hospital or CONREP program provider where the patient currently reside
 - e. Date of receipt of referral
 - f. Date complete referral packet is received from the referring CONREP Program
 - g. Date of STRP staff interview of patient
 - h. Whether the referral was accepted or not by the STRP
 - i. Date of acceptable letter from STRP to the referring CONREP Program
 - j. Planned date of STRP admission
 - k. Summary of issues that are relevant and/or impact placement status
- T. Contractor shall provide the following services, as part of the Required Services, related to Credentialing/Staff Training and Supervision:
- i. Unless granted a waiver pursuant to Welfare and Institutions Code 5751.2, and the “Waiver of License Process” outlined in the Manual, Contractor shall ensure that all treatment services are performed by staff licensed, credentialed, and/or certified as is appropriate to the scope of their practice, and in accordance with the laws and regulations of California. Such licensure shall be maintained in good standing without conditions at all times. Contractor shall not allow any person to practice in CONREP whose license has been revoked or suspended for any reason.

- ii. Upon becoming aware that charges have been filed with the licensing authority regarding any person working in a CONREP program, the Contractor shall immediately inform the Contract Manager of the charges and the status of the licensee both with regard to the licensing authority and nature of the employment with the Contractor. Contractor should inform the Contract Manager of relevant stages of the investigation and disposition of the charges.
 - iii. Contractor shall complete comprehensive law enforcement background checks of its staff as set forth in the Manual with ongoing recertification through California Department of Justice Information Bulletins and updates.
 - iv. Contractor shall provide orientation, training and clinical supervision of program staff as required on forensic issues, risk assessment, substance abuse screening, infection control, and provision of care.
 - v. Contractor shall attend regional meetings at least twice per year and the DSH sponsored Forensic Training once per year, as determined by the DSH in its sole and absolute discretion.
- U. The Contractor agrees, unless otherwise permitted by the DSH at its sole discretion, to lease all equipment for program operations. All requests to purchase equipment instead of leasing shall be submitted to the DSH Contract Manager in writing. At the conclusion of the contractual relationship between the DSH and the Contractor, the Contractor shall provide a final inventory to the DSH that includes an inventory of all equipment purchased during the contract term. If purchased with funds from the DSH, the DSH shall own the property and final disposition of such equipment shall be handled at the discretion of the DSH.
- V. Contractor shall ensure that Contractor's Employees shall be fluent in English. For the purposes of this Agreement, fluent shall be defined as, "able to understand, speak and write in English in a medical and non-medical environment, with full comprehension."
- W. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement must present a valid picture identification (e.g., driver license or identification card issued by a state Department of Motor Vehicles, military card, etc.; company badges are not valid) in order to be admitted into secured areas. Contractor must be in possession of a valid picture identification card at all times while in any DSH secured area.
- X. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not take pictures or video with a camera or phone anywhere on DSH grounds without the written consent of the Executive Director or designee. If any Contractor is caught taking photos or video without prior authorization, their phone or camera will be subject to search and further action will be taken by DSH Hospital police.
- Y. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not engage in conversation with DSH patients unless providing direct services to DSH patients conforming to the terms and conditions of their contract.

- Z. If services shall be provided on DSH grounds, then Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall adhere to the dress code of the location where work is being performed. These dress codes may include limitations on the length, color, and material of clothing, or anything else required by that location. Contractor and subcontractors shall obtain a current copy of each location's dress code prior to the performance of any work. Contractor and subcontractors may be refused entry into the DSH grounds if their clothing is found to violate the established dress codes. The DSH retains the right to change its dress codes at any time.
- AA. If services shall be provided on DSH grounds, Contractor understands and agrees that the DSH reserves the right to limit or restrict the equipment, including but not limited to, tools and communication devices that the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement may bring on grounds. Upon notice by the DSH, Contractor shall comply with all such limitations and restrictions.
- BB. If services shall be provided on DSH grounds, Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement shall not use any tobacco products, (including smokeless tobacco) on the DSH grounds (Welfare and Institutions Code section 4138).
- CC. If services shall be provided on DSH grounds, then Contractor shall participate in any of the DSH safety measures or programs as may be required by the DSH. This responsibility includes attending any and all related training or orientation to such measures or programs as may be required and scheduled by the DSH.
- i. Each person performing services under this Agreement may be issued a Personal Duress Alarm (PDA) tag and charger. These devices are issued for the safety and security of all contractors. It will be the responsibility of each person to ensure they wear the device during each visit and to maintain the battery by charging it when necessary. Each person performing services under this Agreement may be required, at the discretion of DSH, to be oriented to the use of PDAs, including but not limited to videos, classroom time, etc.
 - ii. Upon the expiration or termination of this Agreement, Contractor shall ensure that each person performing services under this Agreement return all of their PDA tags and chargers to the appropriate DSH Police Department. If a PDA tag and charger is not returned to DSH, Contractor will be responsible for the current replacement cost of the PDA tag (at the rates of \$66.22 per tag, and \$14.62 per charger). Contractor will be billed accordingly for any PDA tags and chargers that are not returned. Failure to reimburse cost by Contractor will result in DSH withholding the cost of unreturned PDA tags and/or chargers against any outstanding invoices. If all invoices have been paid, DSH will issue an invoice to Contractor for payment. The DSH Contract Manager shall ensure all PDA tags and chargers are returned to the appropriate DSH Police Department prior to signing off final invoice for payment.
- DD. Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement, and shall give all notices necessary and incident to the lawful prosecution of the work. Contractor shall provide proof of any such license(s) permits(s), and certificate(s) upon request by the DSH. Contractor agrees that failure by itself or its subcontractors to provide evidence of licensing, permits, or certifications shall constitute a material breach for which the DSH may terminate this Agreement with cause.

- EE. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest sufficient amount of time and capital to fulfill the obligations as contained herein.
- FF. Contractor and its subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the state in writing.
- GG. The DSH may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state or local law and the noncompliance, based on the facts and circumstances would constitute a material breach of this Agreement under California law.

7. DSH RESPONSIBILITIES:

- A. The DSH shall provide orientation to the CONREP program and to Contractor's staff which have not received orientation previously, as designated by Contractor and at the discretion of the DSH. Such orientation shall include an overview of State policy and procedures, the Manual and appropriate statutes related to the program.
- B. The DSH shall be responsible for the development, design and amendments to the Manual concerning program operations, clinical treatment, and supervision services of the CONREP patient population consistent with state and federal laws and the DSH policies and procedures.
- C. The DSH shall provide clinical and administrative direction and support to Contractor and oversight of the Program. Any direction, support, or assistance provided by the DSH shall not modify or absolve the Contractor of its responsibilities under this Agreement.
- D. Rights of the DSH to Perform Quality Assurance and Financial Audits/Reviews
 - i. The DSH may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if the DSH standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for the DSH.
 - ii. The DSH may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. The DSH retains sole and absolute discretion in determining any such evaluation schedule.
 - iii. Inspections may be conducted by the DSH staff at various times during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

- iv. The DSH may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. The DSH may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.
- v. If as a result of an audit and examination, the DSH is informed of underpayments or overpayments, the DSH shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has 30 days to reimburse any overpayment or to dispute or challenge the report. Contractor and the DSH shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.
- vi. The DSH shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

8. PERFORMANCE MEASURES:

A. Complete and Timely Provision of Services

- i. Expectations: Contractor is expected to provide all services, including any and all required reports, in a timely manner – in accordance with timelines established in this Scope of Work.
- ii. Penalties: Should Contractor not provide all services, including any and all required reports in a timely manner, DSH may choose to terminate this Agreement. Additionally, the DSH may find the contractor to be not responsible in provision of services and evaluate this in future contracting opportunities.

9. AMENDMENTS:

- A. The parties reserve the right to amend this Agreement by extending its term for two (2) additional terms of up to one (1) year each, and to add funding sufficient for these periods at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. Invoices shall be submitted not more frequently than monthly in arrears.
- B. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the DSH agrees to compensate the Contractor as specified in section 5, Budget Detail, DSH 7001.
- C. Monthly, the State will reimburse the Contractor the Bed Rate Per Diem amount as specified in the DSH 7001 multiplied by the number of Total Bed Days provided. The Contractor shall submit a Summary Claim for Reimbursement (CRP1701B) specifying the prevailing Bed Rate Per Diem, and the Total Bed Days calculated according to the daily patient census accumulated over the month. Total Bed Days may vary month-to-month, either higher or lower than the Total Caseload. However, the Total Bed Days Per Year (Total Caseload multiplied by Days in Year) cannot be exceeded for the fiscal year terms in the Agreement.
- D. Reimbursement of Non-Allocation amounts will be made using the Summary Claim for Reimbursement (CPR1701B), for actual expenditures in accordance with provisions of Exhibit A, Exhibit B and the DSH 7001.
- E. Payment shall not be due until the later of: (a) The date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.
- F. The DSH is not responsible for services performed by the Contractor outside of this agreement, or for services performed other than as outlined in Exhibit A, Scope of Work.
- G. The DSH makes no guarantee, either written or implied, as to the actual amount of funds that will be expended under this Agreement.

2. INSTRUCTIONS TO THE CONTRACTOR:

- A. To expedite the processing of invoices submitted to the DSH for payment, all invoice(s) shall be submitted to the DSH for review and approval at the following address:

Department of State Hospitals
Attention: Accounting Office
1600 Ninth Street, Room 141
Sacramento, CA 95814

- B. Contractor shall submit one (1) original with authorized signatures and three (3) copies of each invoice.
- C. Contractor shall type, not handwrite, each invoice on company letterhead. The DSH may provide an invoice template, if requested, which may be used in lieu of company letterhead.
- D. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.

- E. Contractor shall list and itemize in accordance with the Budget Detail, all services or deliverables provided on each invoice.
- F. Contractor shall include the following on each submitted invoice:
 - i. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
 - ii. Agreement number, which can be found on the Standard Agreement Form (Std. 213).
 - iii. Small Business certification number, if applicable
 - iv. Professional license number, if applicable
 - v. Invoice total

3. BUDGET CONTINGENCY CLAUSE:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Contractor to reflect the reduced amount.
- C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.
- D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

4. PROMPT PAYMENT CLAUSE:

- A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

5. BUDGET DETAIL:

- A. Charges/rates shall be computed in accordance with the DSH 7001 forms for the Contractor's STRP location. The major budget categories include Total Annual Allocation (line item 2) and Total Annual Non-Allocation (line items 3 and 4).
- B. The Non-Allocation line items 3 and 4 may vary, but cannot exceed the Total Annual Non-Allocation amount.

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/24/2016)		STRP Provider (Year One Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Bed Rate Annual Allocation		Bed Rate Per Diem
2. Required Services, OE&E, Admin, Housing and Indirect Costs		\$ 562,100.00	\$140.00
		Annual Non-Allocation	Monthly Non-Allocation
3. Regional Meetings & Forensic Training		\$ 10,000.00	
4. Supplemental Services		\$ 24,000.00	\$2,000.00
Total Annual Non-Allocation		\$ 34,000.00	
Annual Total		\$ 596,100.00	

CONREP PROGRAM SUMMARY OF RATE SERVICES & CASELOAD DSH 7001 (REVISED 10/24/2016)		STRP Provider (Year Two Contract Dates)	
1. Required Services - Caseload			
Daily Average Caseload 11	Total Caseload	Days in Year	Total Bed Days Per Year
	11	365	4,015
	Total Annual Allocation		Bed Rate Per Diem
2. Required Services, OE&E, Admin, Housing and Indirect Costs		\$ 562,100.00	\$140.00
		Annual Non-Allocation	Monthly Non-Allocation
3. Regional Meetings & Forensic Training		\$ 10,000.00	
4. Supplemental Services		\$ 24,000.00	\$2,000.00
Total Annual Non-Allocation		\$ 34,000.00	
Annual Total		\$ 596,100.00	
Agreement Total		\$1,192,200.00	

C. The DSH does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to omit portions of the work as may be deemed necessary or advisable by the DSH. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on fluctuation in patient population. The amounts indicated above will be used solely for the purposes of encumbering funds. The DSH makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

Should the DSH determine, in its sole discretion, that the estimated amount of work is insufficient to meet the demands of patient care or otherwise meet the needs of the DSH, the parties may amend this Agreement by adding additional funds at the same rates. This right to amend is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and

signed by both parties, and be approved by the Department of General Services if such approval is required.

- D. At the sole discretion of the DSH and for the purposes of accounting, the DSH may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the contract price for the services actually rendered.
- E. Contractor must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Contractor fails to provide invoices within twelve (12) months of the date services are rendered, the DSH may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

SAMPLE

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or

process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH

shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.
- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security

Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.

- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:
- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
 - ii. Federal or state income tax withholding,
 - iii. Providing unemployment insurance and workers compensation insurance, and
 - iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST

which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.

- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.
- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a

“NO HOSTAGE” policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR’s NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR’s NO HOSTAGE policy should that situation arise.

SAMPLE

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

- A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) ("HIPAA regulations") regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

- A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- B. Specific Definitions
- i. Contractor. Contractor shall generally have the same meaning as the term "business associate" at 45 Code of Federal Regulation, part 160.103 (2013).
 - ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
 - iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page's heading.
 - iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

- A. Contractor agrees to:
- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
 - ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013), and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor

for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
 - i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
 - (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
 - ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices

(including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:
 - i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,

- ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
- iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
- iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and
- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.

- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

EXHIBIT F
INSURANCE REQUIREMENTS

1. APPLICABLE LIABILITY INSURANCE

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

Commercial General Liability

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Pollution/Environmental Impairment Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

 Motor Vehicle Liability

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy, or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

 Professional Liability

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals

meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

Performance Bond

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

Payment Bond

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at:

<http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

Workers' Compensation

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals
Attention: Sheila Gardner
1600 9th Street, Room 101
Sacramento, CA 95814
Sheila.gardner@dsh.ca.gov
916-651-3161
916-653-8752 FAX

5. SELF-INSURANCE REQUIREMENTS

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
- i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS:

- A. Except for subcontracts identified in accordance with the solicitation, Contractor shall submit any subcontracts in connection with this Agreement to the DSH for its prior written approval. No work shall be subcontracted without the prior written approval of the DSH. Upon the termination of any subcontract, the DSH shall be notified immediately. Any subcontract shall include all the terms and conditions of this Agreement and its attachments.
- B. Nothing contained in this Agreement shall create any contractual relationship between the DSH and any subcontractors, and Contractor is solely responsible for payment of any and all fees, expenses, salaries and benefits of subcontractor. No subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the DSH for the acts and omissions of its subcontractors and of persons either directly or indirectly employed or acting as an agent by any of them. Contractor agrees to indemnify and hold the DSH harmless for any costs, losses or claims, including reasonable attorney fees, resulting from its subcontractors.

2. PUBLICATIONS AND REPORTS:

- A. The DSH reserves the right to use and reproduce all publications, reports, and data produced or delivered pursuant to this Agreement. The DSH further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the DSH, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all agreements and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code section 7550).

3. PROGRESS REPORTS:

- A. If progress reports are required by the Agreement, Contractor shall provide a progress report in writing, or orally if approved by the DSH Contract Manager, at least once a month to the DSH Contract Manager. This progress report shall include, but not be limited to; a statement that the Contractor is or is not on schedule, any pertinent reports, and any interim findings if applicable. Contractor shall cooperate with and shall be available to meet with the DSH to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION:

- A. Upon request, Contractor shall meet with the DSH to present any findings, conclusions, and recommendations required by the Agreement for approval. If set forth in the Agreement, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in this Agreement.

5. DEPARTMENT OF STATE HOSPITALS STAFF:

- A. The DSH's staff shall be permitted to work side-by-side with Contractor's staff to the extent and under conditions as directed by the DSH Contract Manager. In this connection, the DSH's staff shall be given access to all data, working papers, etc., which Contractor seeks to utilize.

6. CONFIDENTIALITY OF DATA AND DOCUMENTS:

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the DSH Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code sections 6250 et seq.).
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion except as otherwise provided in the Agreement or required by law.
- C. Contractor shall not comment publicly to the press, or any other media, regarding the data or documents generated, collected, or produced in connection with this Agreement, or the DSH's actions on the same, except to the DSH's staff, Contractor's own personnel involved in the performance of this Agreement, or as required by law.
- D. If requested by the DSH, Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms in a form to be approved by the DSH and shall supply the DSH with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the DSH, Contractor may at its own expense and upon written approval by the DSH Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of State Hospitals (Department), but does not necessarily represent the views of the Department or any of its employees except to the extent, if any, that it has formally been approved by the Department. For information regarding any such action, communicate directly with the Department at P.O. Box 952050, Sacramento, California, 94252-2050. Neither said Department nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

7. PROVISIONS RELATING TO DATA:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Agreement at the expense of the DSH, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Agreement is required to be delivered to the DSH. Such data shall be property of the State of California and the DSH.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the DSH of any such contemplated action; and the DSH may within 30 days of said notification determine whether or not this data shall be further preserved. The DSH shall pay the expense of further preserving this data. The DSH shall have unrestricted reasonable access to the data that is preserved in accordance with this Agreement.
- E. Contractor shall use best efforts to furnish competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Agreement.
- F. All financial, statistical, personal, technical and other data and information relating to the DSH's operation, which are designated confidential by the State or the DSH and made available to carry out the Agreement, or which become available to Contractor in order to carry out this Agreement, shall be protected by Contractor from unauthorized use and disclosure.
- G. If the DSH determines that the data and information are inadequately protected by Contractor or its subcontractors, the DSH shall provide notice of its determination and Contractor and/or its subcontractors shall improve the protections to the DSH's satisfaction which shall be evidenced by written approval of the protections implemented.

8. APPROVAL OF PRODUCT:

- A. Each product to be approved under this Agreement shall be approved by the Contract Manager. The DSH's determination as to satisfactory work shall be final, absent fraud or mistake.

9. SUBSTITUTIONS:

- A. Contractor's key personnel as indicated in its proposal may not be substituted without the Contract Manager's prior written approval.

10. NOTICE:

- A. Notice to either party shall be given by first class mail, by Federal Express, United Parcel Service or similar carrier, properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Alternatively, notice may be given by personal delivery by any means whatsoever to the party and such notice shall be deemed effective when delivered.

11. WAIVER:

- A. All remedies afforded in this Agreement are cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the DSH to enforce any provision of this Agreement, shall not waive its right to enforce the provision or any other provision of the Agreement.

12. GRATUITIES AND CONTINGENCY FEES:

- A. Contractor shall not provide gratuities to any officer or employee of the DSH or the State to secure an agreement or favorable treatment with respect to an agreement, the occurrence of which shall constitute a material breach of this Agreement. The DSH, by written notice to the Contractor, may terminate this Agreement with cause if it is found that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State or the DSH with a view toward securing an agreement or securing favorable treatment with respect to the awarding, amending, or performance of such agreement.
- B. In the event this Agreement is terminated as provided in the paragraph above, the DSH shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Agreement by the Contractor, and (b) as a predetermined amount of liquidated damages, Contractor shall pay an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- C. The rights and remedies of the DSH provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.
- D. The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the DSH shall, among other rights, have the right to rescind this Agreement without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

13. INTEGRATION CLAUSE:

- A. The parties agree that this Agreement, including only the State standard form 213 and all exhibits, constitute the entire agreement of the parties and no other understanding or communication, whether written or oral, shall be construed to be a part of this Agreement.

14. CAPTIONS:

- A. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS:

- A. If public hearings on the subject matter dealt with in this Agreement are held within one year from the Agreement expiration date, Contractor shall make available to testify the personnel assigned to this Agreement at the hourly rates specified in the Contractor's proposed budget. The DSH shall reimburse Contractor for travel of said personnel at the Agreement, or if none, at State rates for such testimony as may be requested by the DSH.

16. FORCE MAJEURE:

- A. Neither the DSH nor the Contractor shall be deemed to be in default in the performance of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, which shall include without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, earthquakes or other similar environmental causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

17. LITIGATION:

- A. The DSH, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the DSH or its officers or employees for which the Contractor must provide indemnification under this Agreement. The failure of the DSH to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the DSH of any claim or action against it which affects, or may affect, this Agreement, the terms or conditions hereunder, DSH, and shall take such action with respect to said claim or action which is consistent with the terms of this Agreement and the interest of the DSH.
- B. Contractor shall be in default of this Agreement (i) upon the institution by or against Contractor of insolvency, receivership or bankruptcy proceedings or any other proceedings for the settlement of Contractor's debts, (ii) upon Contractor making an assignment for the benefit of creditors, (iii) upon either party's dissolution or ceasing to do business or (iv) when the facts and circumstances indicate that Contractor is insolvent. For purposes of this Agreement, Contractor shall be deemed insolvent if: (i) Contractor has failed to pay salaries, overtime or benefits required by law of agreement, (ii) Contractor has failed to pay a subcontractor amounts owed pursuant to its agreements with a subcontractor, or (iii) Contractor has failed to pay a vendor amounts Contractor owes the vendor for more than 90 days the past due date for payment.

18. DISPUTES:

- A. Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Agreement.

19. EVALUATION OF CONTRACTOR'S PERFORMANCE:

- A. The DSH shall evaluate Contractor's performance under this Agreement using standardized evaluation forms which shall be made available to every state agency pursuant to Public Contracts Code section 1067.

20. AUDITS, INSPECTION AND ENFORCEMENT:

- A. Contractor agrees to allow the DSH to inspect its facilities and systems, and make available for review its books and records to enable the DSH to monitor compliance with the terms of this Agreement and audit invoices submitted to the DSH.
- B. Contractor shall promptly remedy any violation of any provision of this Agreement to the satisfaction of the DSH.

- C. The fact that the DSH inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, books and records does not relieve Contractor of its responsibility to independently monitor its compliance with this Agreement.
- D. The DSH's failure to detect or the DSH's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the DSH's enforcement rights under the Agreement.

21. USE OF STATE FUNDS:

- A. Contractor, including its officers and members, shall not use funds received from the DSH pursuant to this Agreement to support or pay for costs or expenses related to the following:
 - i. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
 - ii. Lobbying for either the passage or defeat of any legislation.
- B. This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

22. CANCELLATION PROVISIONS:

- A. Unless otherwise specified, this Agreement may be canceled at any time by the DSH, in writing, with thirty (30) days advance notice. If canceled, payment shall be made only for the provision of services expressly authorized by this Agreement until the date of cancellation and only at the rates set forth in Exhibit B, Budget Detail. In the case of early termination, a final payment will be made to Contractor upon receipt of an invoice covering all authorized costs, at the rates set forth in Exhibit B, incurred prior to the date of cancellation or termination. The DSH shall not be responsible for unamortized costs, overhead or capital costs or any other related costs, including but, not limited to costs incurred in connection with the cancellation of leases or contracts pertaining to facilities, equipment or supplies, labor and employee benefits costs, and expenditures incurred after the date of notice of cancellation.
- B. If the DSH determines that the Contractor has breached a material term of the Agreement and has not cured the breach or ended the violation within the time specified by the DSH, the DSH may terminate the contract by providing notice to the Contractor. The DSH Information Security Officer shall report as required HIPAA violations to the Secretary of the U.S. Department of Health and Human Services.
- C. Failure to comply with section 1 or 6 of this Exhibit, or a violation of section 12 of this Exhibit, shall be deemed a material breach of this Agreement.

23. EMPLOYMENT PROVISIONS:

- A. Contractor acknowledges and agrees that neither Contractor, their personnel, subcontractors, nor other service providers through this Agreement are employees of the DSH. Contractor and its independent contractors shall be solely responsible for:

- i. Paying any and all payroll taxes, including, but not limited to Social Security and Medicare taxes,
- ii. Federal or state income tax withholding,
- iii. Providing unemployment insurance and workers compensation insurance, and
- iv. Paying compensation to its employees in accordance with federal and state labor laws, including overtime pay unless otherwise specified in this Agreement, as well as penalties that may be imposed for failure to comply with these laws. Contractor agrees to indemnify and hold harmless the DSH for any damages, losses, expenses, including reasonable attorney fees, in connection with its failure to pay salary or overtime, or provide benefits, including, but not limited to health care benefits or retirement benefits, to its employees, or its failure to provide to comply with federal or state labor laws.

24. LIABILITY FOR LOSS AND DAMAGES:

- A. Any damages by Contractor, their personnel, subcontractors, and other service providers through this Agreement to DSH's facility, including equipment, furniture, materials, or other State or DSH property, shall be repaired or replaced by Contractor to the satisfaction of the DSH at Contractor's expense. The DSH, at its option, may repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

25. SECURITY CLEARANCE/FINGERPRINTING/TUBERCULIN SKIN TESTING:

- A. The DSH reserves the right to conduct fingerprinting, drug testing, and/or security clearance through the Department of Justice, Bureau of Criminal Identification and Information (BCII), prior to award and at any time during the term of the Agreement, in order to permit Contractor, their personnel, subcontractors, and other service providers through this Agreement access to State premises. The DSH further reserves the right to terminate this Agreement should a threat to security be determined.
- B. At the sole discretion of the DSH, and in accordance with each facility's Infection Control Policy, the Contractor, their personnel, subcontractors, and anyone else affiliated with this Agreement providing services may be required to provide the DSH with Tuberculin (TB) test results. These test results shall indicate completion of the two-step TB testing process using the Mantoux method. The first step is a tuberculin skin test (TST) completed within the last 12 months prior to the date the tested person is to provide services to a DSH facility. The second step is a TST which must be completed within the 30 days prior to the date the tested person is to provide services to a DSH facility, unless otherwise specified.
- C. If both of the documented results of the TST provided $\leq 0-9$ /mm of induration, then the tested person may be cleared to provide services. However, if the documented result of the TST is ≥ 10 /mm of induration, then they shall be subject to additional testing and/or clearances before he or she is allowed to work at a DSH facility.

- D. The DSH reserves the right, in its sole and absolute discretion, to take measures to minimize the transmission of influenza. Contractor, their personnel, subcontractors, and other service providers through this Agreement may be required to either a) show written proof that they have received an influenza vaccine, or b) complete an Influenza Declination Form, which will be provided upon request. In addition, all non-vaccinated providers may be required to wear a mask. In its sole and absolute discretion, DSH may elect to provide free influenza vaccines to Contractor, their personnel, subcontractors, and other service providers through this Agreement.

26. PHYSICIAN OWNERSHIP AND REFERRAL ACT OF 1993:

- A. For applicable medical services contracts, and in accordance with the Physician Ownership and Referral Act of 1993, Contractor shall not refer any patient to any health care provider or health-related facility if the Contractor has a financial interest with that health care provider or health-related facility.
- B. Contractor may make a referral to or request consultation from a sole source health care provider or health-related facility in which financial interest is held if Contractor is located where there is no alternative provider of service within either twenty-five (25) miles or forty (40) minutes travel time, subject to the prior approval of the DSH. Contractor shall disclose, in writing, as well as on a continuous basis, to the DSH, its financial interest at the time of referral or request for consultation. In no event, will this prohibit patients from receiving emergency health care services.

27. AMENDMENTS:

- A. If this Agreement was entered into pursuant to any statute expressly requiring that such agreements be let or awarded on the basis of competitive bids, then the parties may amend this Agreement for time or money at the same rates, in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.
- B. For all other agreements the parties reserve the right to amend this Agreement as mutually agreed upon. This is in addition to the right to amend for other reasons contained in this Agreement or noted in the solicitation that resulted in this Agreement, if applicable. Any amendment shall be in writing and signed by both parties, and be approved by the Department of General Services if such approval is required.

28. AGREEMENTS FOR SERVICES ON PRISON GROUNDS:

- A. The Contractor hereby acknowledges that the California Department of Corrections and Rehabilitation (CDCR) does not recognize hostages for bargaining purposes. The CDCR has a "NO HOSTAGE" policy and agrees that its employees may be apprised of this when performing work in or at a CDCR institution. The three DSH psychiatric programs are located within CDCR prison grounds. Contractor shall provide notice to and inform each of its officers, employees, agents, independent contractors, vendors and subcontractors of the CDCR's NO HOSTAGE policy and that Contractor, its officers, employees, independent contractors, vendors and subcontractors assume the risk that a hostage situation may arise while at a CDCR institution and the implications of the CDCR's NO HOSTAGE policy should that situation arise.

EXHIBIT E
CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

1. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS:

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Welfare and Institutions Code sections 14100.2 and 5328 et seq., Civil Code section 56 et seq. of the, the Confidentiality of Medical Information Act, Civil Code section 1798 et seq., the Information Practices Act of 1977, Health and Safety Code section 123100 et seq., Patient Access to Health Records Act, Title 42, Code of Federal Regulations (C.F.R.) part 431.300 et seq., and the Health Insurance Portability and Accountability Act (HIPAA), including but not limited to part 1320 d et seq., of Title 42, United States Code and its implementing regulations (including but not limited to Title 45, Code of Federal Regulations, parts 160, 162 and 164 (2013)) (“HIPAA regulations”) regarding the confidentiality and security of protected health information (PHI). The following provisions of this Exhibit E, set forth some of the requirements of these statutes and regulations. Exhibit E should not be considered an exclusive list of the requirements. Contractor is required to fulfill the requirements of these statutes and regulations by independently researching and obtaining legal advice on these requirements as they may be amended from time to time.

2. DEFINITIONS:

A. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Covered Entity, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, PHI, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

B. Specific Definitions

- i. Contractor. Contractor shall generally have the same meaning as the term “business associate” at 45 Code of Federal Regulation, part 160.103 (2013).
- ii. HIPAA Rules. HIPAA Rules shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulation, part 160 and Part 164 (2013).
- iii. Agreement. Agreement shall be the agreement referenced by the Agreement number set forth on this page’s heading.
- iv. Personal Information. Personal Information shall have the same meaning as defined in Civil Code section 1798.3, subdivision (c).

3. OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE:

A. Contractor agrees to:

- i. not use or disclose PHI other than as permitted or required by the Agreement or as required by law,
- ii. use appropriate safeguards, and comply with Subpart C of 45 Code of Federal Regulation, part 164 (2013) with respect to electronic PHI, to prevent use or disclosure of PHI other than as provided for by the Agreement,

- iii. report to the DSH any use or disclosure of PHI not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 Code of Federal Regulations, part 164.410 (2013), and any security incident of which it becomes aware,
- iv. in accordance with 45 Code of Federal Regulations, part 164.502(e)(1)(ii) and part 164.308(b)(2) (2013), if applicable ensure that any agents and subcontractors that create, receive, maintain, or transmit PHI on behalf of the Contractor enter into a written agreement with the Contractor agreeing to be bound to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information,
- v. make available PHI in a designated record set to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.524 (2013) and California Health & Safety Code section 123100,
- vi. make any amendment(s) to PHI in a designated record set as directed or agreed to by the covered entity pursuant to 45 Code of Federal Regulations, part 164.526 (2013), or take other measures as necessary to satisfy the covered entity's obligations under 45 Code of Federal Regulations, part 164.526 (2013),
- vii. maintain and make available the information required to provide an accounting of disclosures to the DSH as necessary to satisfy covered entity's obligations under 45 Code of Federal Regulations, part 164.528 (2013),
- viii. to the extent the Contractor is to carry out one or more of the DSH's obligation(s) under Subpart E of 45 Code of Federal Regulations, part 164 (2013), comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s) and
- ix. make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA regulations.

4. PERMITTED USES AND DISCLOSURES OF PHI BY THE CONTRACTOR:

- A. Except as otherwise provided in this Agreement, the Contractor, may use or disclose PHI to perform functions, activities or services identified in this Agreement provided that such use or disclosure would not violate federal or state laws or regulations.
- B. The Contractor may not use or disclose the PHI except as provided and permitted or required by the Agreement or required by law.
- C. Contractor agrees to make uses and disclosures and requests for PHI consistent with the DSH's minimum necessary policies and procedures.
- D. Contractor may use and disclose PHI for the proper management and administration of the Contractor or to carry out the legal responsibilities of the Contractor, provided that such uses and disclosures are required by law.
- E. Contractor may use PHI to provide data aggregation services related to the health care operations of the DSH. Data aggregation means the combining of PHI created or received by the Contractor for the purposes of this Agreement with PHI received by the Contractor in its capacity as the Contractor of another HIPAA covered entity, to permit data analyses that relate to the health care operations of the DSH.

5. SAFEGUARDS:

- A. The Contractor shall develop and maintain an information privacy and security program that includes the implementation of administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities. The information privacy and security program shall reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI that it creates, receives, maintains, or transmits; and prevent the use or disclosure of PHI other than as provided for by this Agreement. The Contractor shall provide the DSH with information concerning such safeguards as the DSH may reasonably request from time to time.
- B. The Contractor shall implement administrative, technical, and physical safeguards to ensure the security of the DSH information on portable electronic media (e.g., floppy disks and CD-ROM) and in paper files. Administrative safeguards to be implemented shall include, but are not limited to training, instructions to employees, and policies and procedures regarding the HIPAA Privacy Rule. Technical safeguards to be implemented must comply with the HIPAA Security Rule and Subpart C of part 164 of the HIPAA regulations with respect to electronic PHI, and shall include, but are not limited to, role-based access, computer passwords, timing out of screens, storing laptop computers in a secure location (never leaving the equipment unattended at workplace, home or in a vehicle) and encryption. Physical safeguards to be implemented shall include, but are not limited to, locks on file cabinets, door locks, partitions, shredders, and confidential destruct.

6. AUTHENTICATION:

- A. The Contractor shall implement appropriate authentication methods to ensure information system access to confidential, personal (e.g., PHI) or sensitive data is only granted to properly authenticated and authorized persons. If passwords are used in user authentication (e.g., username/password combination), the Contractor shall implement strong password controls on all compatible computing systems that are consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-68 and the SANS Institute Password Protection Policy.
- i. The Contractor shall implement the following security controls on each server, workstation, or portable (e.g., laptop computer) computing device that processes or stores confidential, personal, or sensitive data:
- (1) network-based firewall and/or personal firewall,
 - (2) continuously updated anti-virus software and
 - (3) patch-management process including installation of all operating system/software vendor security patches.
- ii. Encrypt all confidential, personal, or sensitive data stored on portable electronic media (including, but not limited to, CDs and thumb drives) and on portable computing devices (including, but not limited to, laptop computers, smart phones and PDAs) with a solution that uses proven industry standard algorithms.

- iii. Prior to disposal, sanitize all DSH confidential data contained in hard drives, memory devices, portable electronic storage devices, mobile computing devices, and networking equipment in a manner consistent with the National Institute of Standards and Technology (NIST) Special Publication 800-88.
- iv. The Contractor shall not transmit confidential, personal, or sensitive data via e-mail or other Internet transport protocol over a public network unless, at minimum, a 128-bit encryption method (for example AES, 3DES, or RC4) is used to secure the data.

7. MITIGATION OF HARMFUL EFFECTS:

- A. Contractor shall mitigate, to the extent practicable, any harmful effect that is known to the Contractor of a use or disclosure of PHI by the Contractor or its subcontractors in violation of the requirements of this Agreement.

8. NOTIFICATION OF BREACH:

- A. During the term of this Agreement, Contractor shall report to the DSH any use or disclosure of information not provided for by its contract of which it became aware including breaches of unsecured PHI as required by Section 164.410 of the HIPAA regulations.

9. DISCOVERY OF BREACH:

- A. Contractor shall immediately notify the DSH Information Security Officer by telephone call and e-mail upon the discovery of breach of security of PHI in all forms (paper, electronic, or oral) if the PHI was, or is reasonably believed to have been, acquired by an unauthorized person, or within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized use or disclosure of PHI in violation of this Agreement, or potential loss of confidential data affecting this Agreement. If the incident occurs after business hours or on a weekend or holiday and involves PHI, notification shall be provided by calling the DSH Information Security Officer. Contractor shall take:

- i. prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
- ii. any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

10. INVESTIGATION OF BREACH:

- A. The Contractor shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. Within 8 hours of discovery (of the breach), the Contractor shall notify the DSH Information Security Officer of at least the following:
 - i. what data elements were involved and the extent of the data involved in the breach,
 - ii. a description of the unauthorized person(s) known or reasonably believed to have improperly acquired, accessed, used, transmitted, sent or disclosed PHI or confidential data,
 - iii. a description of where and when the PHI or confidential data is believed to have been improperly acquired, accessed, used, transmitted, sent or disclosed,
 - iv. a description of the probable causes of the improper acquisition, access, use, transmission, sending or disclosure and

- v. whether Civil Code sections 1798.29 (Agency) or 1798.82 (Business) or any other federal or state laws requiring individual notifications of breaches are required.

11. WRITTEN REPORT:

- A. The Contractor shall provide a written report of the investigation to the DSH Information Security Officer within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, an estimation of cost for remediation, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

12. NOTIFICATION OF INDIVIDUALS:

- A. The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. Notification shall be made in the most expedient time possible without reasonable delay. The DSH Information Security Officer shall approve the time, manner and content of any such notifications.

13. DSH CONTACT INFORMATION:

- A. The Contractor shall direct communications to the DSH Information Security Officer and the Contractor shall initiate contact as indicated herein. The DSH reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement to which it is incorporated.

**Information Security Officer
Department of State Hospitals – Sacramento
1600 9th Street, Room 260
Sacramento, CA 95814
Phone: (916) 654-5432
E-mail: ISO@dsh.ca.gov**

14. INTERNAL PRACTICES:

- A. The Contractor shall make the Contractor's internal practices, books and records relating to the use and disclosure of PHI received from DSH, or created, maintained or received by the Contractor under this Agreement, available to the DSH or to the Secretary of the U.S. Department of Health and Human Services in a time and manner designated by the DSH or by the Secretary, for purposes of determining DSH's compliance with the HIPAA regulations.

15. EMPLOYEE TRAINING AND DISCIPLINE:

- A. The Contractor shall train and use reasonable measures to ensure compliance with the requirements of this Agreement by employees who assist in the performance of functions or activities under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Agreement, including by termination of employment.

16. EFFECT OF TERMINATION:

- A. Upon termination or expiration of this Agreement for any reason, the Contractor shall return, at its sole expense, to DSH all health records within five (5) business days or as otherwise specified in the request or notice to return records or, if agreed to by the DSH, destroy all PHI received from DSH or created or received by the Contractor on behalf of the DSH, that the Contractor still maintains in any form. Contractor shall retain no copies of such PHI. However, if return or destruction is not feasible, Contractor shall continue to extend the protections and provisions of this Agreement to such information, and limit further use or disclosure of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of the Contractor, its subcontractor(s), or its agent(s).

17. MISCELLANEOUS PROVISIONS:

- A. The DSH makes no warranty or representation that compliance by the Contractor with this Agreement that the HIPAA regulations shall be adequate or satisfactory for the Contractor's own purposes or that any information in the Contractor's possession or control, or transmitted or received by the Contractor, is or shall be secure from unauthorized use or disclosure. The Contractor is solely responsible for all decisions made by the Contractor regarding the safeguarding of PHI.
- B. Assistance in Litigation or Administrative Proceedings. The Contractor shall make itself, and use its best efforts to make any subcontractors, employees or agents assisting the Contractor in the performance of its obligations under this Agreement, available to the DSH at no cost to the DSH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the DSH, its directors, officers or employees for claimed violations of HIPAA, regulations or other laws relating to security and privacy based upon actions or inactions of the Contractor and/or its subcontractor, employee, or agent, except where the Contractor or its subcontractor, employee, or agent is a named adverse party.
- C. Nothing expressed or implied in the terms and conditions of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the DSH or the Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- D. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with the HIPAA regulations and applicable Federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Agreement shall be resolved in favor of a meaning that complies and is consistent with state and federal law, including HIPAA and the HIPAA regulations.
- E. A reference in the terms and conditions of this Agreement to any HIPAA regulation relates to that section in effect or as amended.
- F. The obligations of Contractor under this Exhibit E shall survive the termination or expiration of this Agreement.

18. JUDICIAL OR ADMINISTRATIVE PROCEEDINGS:

- A. DSH may immediately terminate this Agreement if (a) Contractor is found liable in a civil or criminal proceeding for a violation of the HIPAA Privacy or Security Rule or (b) a finding or stipulation that the Contractor has violated a privacy or security standard or requirement of HIPAA, or other security or privacy laws made in an administrative or civil proceeding in which the Contractor is a party.

EXHIBIT F **INSURANCE REQUIREMENTS**

1. APPLICABLE LIABILITY INSURANCE

- A. The insurance and/or bonds identified below with a marked box are a required part of this Agreement, and only the marked boxes have any force or effect under this Agreement. Except as set forth below, evidence of liability insurance coverage, in the form of a certificate acceptable to the State of California and the DSH, shall be provided prior to the execution of this Agreement and the commencement of services.
- B. The DSH reserves the right, at its sole discretion, to cancel a proposed award to the Contractor which does not submit all required insurance documents in a timely manner. Should the DSH cancel a proposed award for this reason, the DSH reserves the right, at its sole discretion, to award the contract to the next lowest, responsive and responsible provider.

Commercial General Liability

Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought.

Should the Contractor use a subcontractor to complete a portion of this Agreement, the Contractor shall include the subcontractor as an additional named insured under the Contractor's policy, or represents and warrants that each subcontractor is insured under their own Commercial General Liability policy at the amounts specified herein. The Contractor shall supply evidence of the subcontractor's insurance to the DSH upon request.

Requirement to Insure the State: Contractor is required to name the "State of California, its officers, employees, and agents" as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise directed by the DSH, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor's insurance policy (Form CG 20 37 10 01 or similar), or in the form of a copy of the Contractor's current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Pollution/Environmental Impairment Liability

Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution or hazardous materials and related cleanup costs incurred, arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transportation or disposal of hazardous materials. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000.

Requirement to Insure the State: Contractor is required to name the “State of California, its officers, employees, and agents” as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor’s insurance policy, or in the form of a copy of the Contractor’s current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Motor Vehicle Liability

Contractor shall maintain motor vehicle liability insurance with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by the Contractor during the provision of services under this Agreement, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Requirement to Insure the State: Contractor is required to name the “State of California, its officers, employees, and agents” as additional insured parties, insofar as operations under the Agreement are concerned. To satisfy this requirement, the Contractor shall ensure that the following requirement(s) are met:

- **Policy Endorsement:** Contractor, when providing a signed contract to the DSH and unless otherwise specified, shall provide proof that the Contractor has insured the State of California, its officers, employees, and agents. This proof shall come in the form of an endorsement to the Contractor’s insurance policy, or in the form of a copy of the Contractor’s current insurance policy that shows that the policy insures all parties required to be insured by this Agreement.

Professional Liability

Contractor shall maintain Professional Liability insurance covering any damages caused by an error, omission or any negligent acts. Contractor shall maintain limits of not less than \$1,000,000 per claim and \$2,000,000 aggregate.

In the event a medical professional performing services under this Agreement is a subcontractor or is performing services through a registry, the medical professional actually performing the services shall be the insured and shall comply with the Professional Liability/Medical Malpractice insurance requirements of this Agreement. The prime contractor shall be responsible to enforce this provision and employ only those medical professionals meeting this requirement. Evidence of compliant insurance shall be provided to the DSH prior to the commencement of services.

Performance Bond

Contractor shall obtain and maintain a performance bond of not less than the contract price of this Agreement, which shall be executed by a California-admitted surety insurer. Bonds not so-executed shall be rejected. Contractor shall submit two (2) executed copies on standard bonding company forms.

Payment Bond

Contractor shall provide the DSH with a payment bond of not less than the contract price of this Agreement. The bond shall cover the costs of labor and materials provided by the Contractor's employees, subcontractors, and suppliers in the event that the contractor fails to pay the costs of labor and materials to those individuals or entities. In order to meet this requirement, Contractor shall submit two (2) executed copies of the Payment Bond Form (STD 807). A copy of the STD 807 can be found at: <http://www.documents.dgs.ca.gov/osp/pdf/std807.pdf>.

Workers' Compensation

If the Contractor is required by statute, regulation, or Court order, to provide Workers' Compensation and Employer's Liability Insurance for performance of services under this Agreement, Contractor shall carry and shall maintain sufficient and adequate insurance for all of its employees who shall be engaged in the performance of this Agreement. Contractor shall maintain Employer's Liability limits of not less than \$1,000,000 per claim. Failure to maintain the insurance pursuant to this clause shall be deemed a material breach of the Agreement and DSH may terminate this Agreement for cause.

If required by the DSH, in writing, Contractor shall furnish, within three (3) state business days following the DSH's request, either 1) a copy of the certificate of insurance, a "true and certified" copy of the policy, or any other proof of coverage issued by Contractor's insurance carrier reflecting workers' compensation coverage; or 2) written confirmation, in a manner defined by the DSH, that workers' compensation coverage is not required.

Contractor also agrees to indemnify, defend and hold harmless the state of California, the DSH, its officers, agents and employees from any and all claims by the Contractor's employees, agents and/or anyone representing the Contractor, related to any non-performance of this section.

2. TERM OF INSURANCE

- A. Insurance shall be in effect for the entire term of this Agreement. If the insurance expires prior to the end of the term of the Agreement, a new certificate must be received by the DSH at least ten (10) days prior to the expiration of the insurance.

3. TERMINATION FOR NON-COMPLIANCE

- A. In the event Contractor fails to keep in effect at all times the specified insurance coverage, this failure shall be deemed a material breach of the Agreement and the DSH may, in addition to any other remedies it may have, terminate this Agreement with cause upon the occurrence of such event.

4. CERTIFICATE HOLDER AND SUBMISSION

- A. Certificates of liability insurance must name the DSH as a certificate holder and must be submitted to the following address:

Department of State Hospitals
Attention: Sheila Gardner
1600 9th Street, Room 101
Sacramento, CA 95814
xxxxxx@dsh.ca.gov
916-651-xxxx
916-653-8752 FAX
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5. SELF-INSURANCE REQUIREMENTS

- A. If the Contractor is a California governmental entity, Contractor is not required to provide proof of insurance.
- B. For all other Contractors, for Workers' Compensation insurance, the Contractor must be listed on the Department of Industrial Relations website as having a Certificate of Consent to Self-Insure.
- C. For all other Contractors, for all other insurance categories, the Contractor must provide:
 - i. A cover letter from the Contractor's risk manager (or similar position) providing a description of the self-insurance plan for the types of coverage required in this Agreement. The description must detail what is covered by the plan and identify the source of funds for financing the plan.
 - ii. An audited financial report from the most recent quarter, along with any applicable accounting letters relative to the report.
 - iii. Evidence of firm having current equity of at least \$5,000,000 and current net profit of at least \$500,000.
 - iv. A signed written statement from the Contractor's Certified Public Accountant (CPA) indicating the firm's annual net profit for the prior four (4) years has been a minimum of \$500,000.
- D. Contractor agrees to submit to the DSH evidence of, upon request by the DSH, and the DSH reserves the right to verify, or cause to be verified, the source of funds for financing the self-insurance plan. The DSH also reserves the right to require subsequent assistance from the Contractor's risk manager to provide explanations of aspects of the self-insurance plan which need clarification. Upon request by the DSH, Contractor shall provide additional reasonable assurances and documentation to the DSH of its ability to meet the requirements to self-insure.
- E. Contractors which are self-insured for a specific type of insurance do not need to add the State as an additional insured.

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