

AGREEMENT FOR ADMISSION TO SANCTUARY CENTERS
COD OUTPATIENT TREATMENT PROGRAM

1. _____ (client) is admitted to COD OUTPATIENT PROGRAM (“facility”) on the terms and conditions specified in this agreement. _____ (“Guarantor”) is the individual other than the Client, who promises to pay all Facility charges pursuant to this Agreement.

FINANCIAL ARRANGEMENTS

Rates

2. (a) The client and/or guarantor, _____, shall pay the “COD Outpatient Services Fee” of _____ prior to starting treatment at the COD Outpatient program. This figure is an estimate based on the services that the client needs. Fees for the first month of services will be reconciled at the end of the thirty-day period to reflect the actual services the client received. After the first month of services, the Client/Guarantor will be charged a pro-rated fee based on the number of days involved for any portion of a month. Thereafter, the “COD Outpatient Services Fee” will be billed at the end of the month when services were rendered, and will be due upon receipt of invoice.

(b) Prior to admission, the Client and/or Guarantor shall pay a refundable Security Deposit of _____, which is equivalent to the first month of treatment. The refundable deposit shall be applied to the last month’s COD Outpatient Services Fee and any other unpaid program charges outstanding at the time the Client leaves the program. Should there be a balance due when the client leaves the program, the security deposit will be applied to the balance and any remaining security deposit will be refunded to the client or guarantor. See the Refunds section below for additional details.

Refunds

3. (a) The client must give the Case Manager/Program Director, _____, a 24-hour notice if a scheduled meeting, group or service will be missed in order to avoid being charged for that meeting. The client or guarantor is responsible for the charges if the commitment is not honored. If the client leaves a program without giving at least thirty (30) days written notice to the President/CEO, the client shall be charged for the scheduled services, based upon the client’s current level of service, effective from the date of leaving the facility.

(b) Early Termination Fee: If the client leaves the Facility without giving at least thirty (30) days’ written notice to the President/CEO, the client will be charged the equivalent of a full month’s Outpatient Services fee, in the amount of _____ effective from the date of leaving the facility. The parties acknowledge and agree that this Early Termination Fee is reasonably related to the Facility’s actual loss due to such early termination and that such Fee is not punitive.

(c) If the client gives thirty days written notice to the President/CEO of the intent to leave the scheduled program(s), the client shall be liable for the entire month as previously billed.

(d) If the President/CEO gives notice to leave the program(s) to the client (pursuant to the provisions of paragraph 14, the client shall be charged the equivalent of a full month’s outpatient services fee, in the amount of _____, effective from the date of notice.

(e) Any pre-paid sums shall be credited first toward payment of this fee and the remaining balance, if any, shall be credited to unpaid outstanding charges, and the remaining balance, if any after that, shall be returned to the client or guarantor as the case may be.

Financial Agreement

4. The undersigned agrees, whether he/she signs as client or a guarantor, that in consideration of the services to be rendered to the client, he/she hereby individually obligates himself/herself to pay the account of facility in

accordance with the regular rate and terms of the facility. Should the account be referred to an attorney or collection agency for collection, the undersigned shall pay actual attorney's fees and collection expenses. Payments are due by the 20th of every month for the services rendered the previous month. Payments not received by the 25th of the month will be considered delinquent. A late fee may be charged at a rate of ½% per day the payment is delinquent.

Assignment of Insurance Benefits

- The undersigned authorizes, whether he/she signs as client or as guarantor, direct payment to the facility of any insurance benefits otherwise payable to the undersigned for any services provided hereunder at a rate not to exceed the facility's regular charges. It is agreed that payment to the facility, pursuant to this authorization, by an insurance company shall discharge said insurance company of any and all obligations under a policy to the extent of such payment. It is understood by the undersigned that he/she is financially responsible for charges not covered by this assignment.

SERVICES

Outpatient services

- Facility shall provide the client with the following COD outpatient services:

Co-Occurring Disorders Group Sessions	\$ 90.00 each
Co-Occurring Disorders Individual Sessions	\$ 90.00 each
Family counseling	\$ 90.00 per hour
DBT COD Groups Sessions	\$ 90.00 per session
DBT Individual Session	\$ 90.00 each
Vocational Individual Session	\$ 90.00 each

Extra Services

- The following extra services may be provided on an as needed basis only with charges as indicated:

SERVICES	COST
Pharmaceutical Services	Billed Directly to Guarantor
Clinical Evaluations	Billed Directly to Guarantor

These must be paid by the 20th of the month following the month that the services were rendered.

Nondiscrimination

- The facility shall provide all services to clients without regard to race, color, national origin, ancestry, religion or sex.

General Policies

- Client and guarantor acknowledge that they have been provided with the "COD Informational Handbook" (a list of the general policies, rules and regulations of the facility) and the signed "Community Agreement" form at the time of application for admission. Client agrees to abide by and observe those policies, rules and regulations.

MEDICAL CARE

Attending Physician

10. Client is under the medical care of _____ . Facility shall be entitled to contact attending physician on client's behalf, when in the opinion of a facility staff member, client requires medical care and/or treatment. Each client is required to seek the services of a licensed psychiatrist for purposes of having needed medications prescribed, receiving individual psychotherapy as prescribed, and consultation with facility on treatment plan.

Emergencies

11. In case of an emergency in which client, in the opinion of the facility, requires immediate medical attention, the facility shall attempt to contact the attending physician identified in Paragraph 10 of this agreement. If attending physician is unavailable for any reason, facility shall be entitled to contact a licensed physician of its choice to attend to client's needs.

Payment for Medical Services

12. Client and/or guarantor shall be solely liable for payment of all charges for client's medical care and/or treatment.

TERMINATION OF TREATMENT

Voluntary

13. The client may terminate treatment in the program(s) by providing the President/CEO with thirty (30) days' written notice of intent to do so. The facility shall not be responsible for any adverse medical, psychological, or social consequences of client's voluntary termination of treatment at the facility.

Involuntary

14. (a) Treatment at the facility may be terminated, upon thirty (30) days written notice to the client, if he or she:
 1. Fails to pay the monthly rate for outpatient services within ten days of the due date;
 2. Fails to comply with state and/or local law after receiving written notice of any alleged violation;
 3. Fails to comply with the general policies, rules and regulations of the facility provided to client as set forth in paragraph 9
 4. Develops an unusual need that was not identified in the facility's pre-admission assessment of the client and for which the facility is unable to provide.
- (b) Treatment at the facility may be terminated upon three (3) days written notice if the client behaves in a manner that, in the opinion of the President/CEO, constitutes a threat to the mental or physical health or safety of the client or of others in the facility.
- (c) THIS AGREEMENT MAY BE SUMMARILY TERMINATED BY THE FACILITY WITHOUT NOTICE PROVIDED THAT SUCH TERMINATION IS DUE TO THE CLIENT'S SERIOUS HEALTH CONDITION OR IS DUE TO THE CLIENT ENGAGING IN BEHAVIOR WHICH POSES AN IMMEDIATE THREAT TO PROPERTY OR SAFETY OF PERSONS, OR IS IN VIOLATION OF ANY LAW, RULE OR REGULATION.
- (d) Any notice of termination from the President/CEO shall be served on both the client and the client's designated representative or placement agency.

MODIFICATION OF AGREEMENT

Rates

15. (a) The Basic Rates may be changed by the facility upon at least thirty (30) days prior written notice of the change to the client.
- (b) The charges for Extra Services listed in Paragraph 7 of the Agreement are subject to periodic adjustment. Upon adjustment of any charge or upon the addition or deletion of the available services, a revised list of the available extra services and corresponding charges shall be posted in a location of the facility accessible to all clients.
- (c) If any or all services are paid for in whole or in part by government funded programs, modification of any charges shall be effective no later than on the date that any rate change goes into effect, or (if government funded program approval is required) on such date as the government funded program approves such rate change.

Treatment Termination Provisions

16. The treatment termination provisions of the Agreement shall not be subject to modification; provided, however, that the general policies of the facility, a violation of which may be grounds for termination, may be modified by the facility from time to time.

Termination of Agreement

17. (a) This Agreement shall terminate automatically upon the death of the client. Refunds, if any, will be governed by terms of this agreement.
- (b) A deceased client's heirs, personal representative, or other responsible person shall not be liable for any payment to the facility beyond that due on the date of the client's death, unless otherwise expressly agreed to in writing or by order of a court of competent jurisdiction.

RELEASE OF INFORMATION

18. Facility shall respect client's right to confidential treatment of client's records. For the duration of client's participation at the facility, facility may release information in its records as follows:
 - (a) In the case of client's transfer to another facility, to the extent necessary for client's treatment by that facility.
 - (b) As set forth in client's authorization for Release of Confidential Information
 - (c) To any person or corporation which is or may be liable, for all or any portion of the facility's charges (including but not limited to insurance companies, health care service plans, or workers' compensation carriers), to the extent necessary to determine liability for payment and to obtain reimbursement. Special permission is needed to release this information where the client is being treated for alcohol or drug abuse.
 - (d) Client acknowledges that the California Department of Mental Health has the authority to examine client's medical, financial, and other records on file with the facility.

RESTRICTIONS AND LIMITATIONS

Unauthorized Items

19. Client shall not bring into, accept or keep within the facility any medications, foods, beverages, pets, alcohol, illegal drugs, firearms or other weapons, sharp or dangerous instruments without first obtaining the consent of the President/CEO. Failure to obtain such prior consent shall be grounds for termination of participation under Paragraph 15.

Theft and Loss Policy

20. It is the policy of the facility to provide reasonable protection against the loss of client's personal belongings and valuables. Facility shall not be liable for the loss or theft of any items or any valuables. Facility reserves the right to refuse to allow certain items of personal property that are valued at \$100.00 or more and are not necessary for client's health or reasonable comfort to be kept on the premises if, in the opinion of the President/CEO, adequate safekeeping cannot be provided for them.

Limitations on Liability

21. Facility shall not be responsible and shall incur no liability for injuries of any kind which client may suffer, except where the injury is caused by negligence of the facility employees. If client leaves the facility either temporarily or permanently, any responsibility on the part of the facility shall terminate.

GENERAL PROVISIONS

Entire Agreement. This Agreement represents the complete understanding of the parties with respect to the matters set forth herein, and there are no promises, terms, conditions or obligations other than those contained herein. All prior negotiations, understandings, conversations and communications are merged into this Agreement and have no force and effect other than expressed herein. Verbal changes have no effect on this Agreement.

Severability. If any term, provision or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining terms, provisions, and covenants of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

Choice of Law. The terms of this Agreement shall be governed by the laws of the State of California. The parties agree to submit to the exclusive jurisdiction of the courts located within the County of Santa Barbara, State of California, Anacapa Division, to resolve any legal matter arising from this Agreement.

Counterpart Execution. This Agreement may be executed in counterparts, all of which taken together shall be construed as one document. A photocopy of this Agreement shall be deemed to have the same force and effect as the original. In addition, a facsimile signature shall be deemed to have the same force and effect as the original.

Acknowledgements. Each party acknowledges that each has had an adequate opportunity to read and study this Agreement, to consider it, and to consult with attorneys if so desired.

Agency/Capacity. Each person signing below agrees and represents that each has the authority and legal capacity to enter into this Agreement and bind the parties listed herein.

THE UNDERSIGNED CERTIFIES THAT HE OR SHE HAS READ THE FOREGOING AND HAS RECEIVED A COPY THEREOF, AND HAS ALSO READ THE ARLINGTON OUTPATIENT TREATMENT CENTER HANDBOOK AND HAS RECEIVED A COPY THEREOF, AND IS THE CLIENT OR THE GUARANTOR, AUTHORIZED BY THE CLIENT TO ACT AS CLIENT'S GENERAL AGENT TO EXECUTE THIS AGREEMENT AND ACCEPT ITS TERMS.

Dated: _____

_____ CLIENT	_____ CLIENT'S GUARANTOR	_____ SANCTUARY CENTERS
_____ (Signature)	_____ (Signature)	_____ Barry R. Schoer, President/CEO
	_____ CLIENT'S GUARANTOR	
	_____ (Signature)	