

**AGREEMENT FOR ADMISSION TO SANCTUARY CENTERS OF  
SANTA BARBARA RESIDENTIAL TREATMENT PROGRAM**

1. \_\_\_\_\_ (“Resident”), an individual, is admitted to Sanctuary Centers of Santa Barbara, Inc., (a California non-profit corporation) (“Facility”), a licensed social rehabilitation facility, on the terms and conditions specified in this agreement (“Agreement”). \_\_\_\_\_ (“Guarantor”) is the individual other than the Resident, who promises to pay all Facility charges pursuant to this Agreement.

**FINANCIAL ARRANGEMENTS**

Rates

2. (a) “Basic Services Care Fee”: \$10,050.00 per month commencing on the first day of each month in advance for care of the Resident. The Resident/Guarantor will be charged a daily rate of one-thirtieth (1/30) of the monthly rate for the number of days involved for any portion of a month.  
  
(b) Prior to admission, the Resident and/or Guarantor shall pay a non-refundable Security Deposit of \$10,050.00 which shall be applied to the last month’s Basic Services Care Fee and any other unpaid Facility charges outstanding at the time the Resident leaves the Facility. See the Refunds section below for additional details.

Refunds

3. (a) An Advance Fee is paid to reserve the Resident’s placement in the Facility. If the Resident is not admitted to the Facility because the Resident is not ready to move in, the Resident will be placed next on the wait list. If after three contacts for placement the Resident is not prepared to move into the Facility, the Resident shall forfeit any Advance Fee provided to the Facility on the Resident’s behalf.  
  
(b) Early Termination Fee: If the Resident leaves the Facility without giving at least thirty (30) days’ written notice to the President/CEO, the Resident shall be charged the equivalent of a full month’s Basic Services Care Fee, in the amount of \$10,050.00, 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, that such actual loss is difficult to determine and that such Fee is not punitive.  
  
(c) If the Resident gives thirty days’ written notice to the President/CEO of the intent to leave the Facility, the Resident shall be charged the equivalent of a full month’s Basic Services Care Fee, in the amount of \$10,050.00, effective from the date of notice.  
  
(d) If the President/CEO gives notice to leave the Facility to the Resident (pursuant to the provisions of paragraph 13), the Resident shall be charged the equivalent of a full month’s Basic Services Care Fee, in the amount of \$10,050.00, effective from the date of notice.  
  
(e) Any pre-paid sums shall be credited first toward payment of the Basic Services Care 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 Resident or Guarantor as the case may be.

## Financial Agreement

4. The undersigned agrees, whether he/she signs as Resident or a Guarantor, that in consideration of the services to be rendered to the Resident, 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 reasonable attorney's fees and costs and collection expenses. Payments are due on the first day of every month for that month and will be considered delinquent after the 10<sup>th</sup> day of the same month. A late fee may be charged at a rate of ½% per day the payment is delinquent.

## **SERVICES**

### Basic Services

5. Facility shall provide the Resident with the following Basic Services:
  - (a) Twenty-four hour supervision by trained counselors, which will include continuing observation of changes in physical, mental, emotional or social condition;
  - (b) Three nutritious and well-balanced meals per day;
  - (c) Instruction in all areas of basic living skills such as meal planning and preparation, household cleaning and maintenance, basic personal hygiene, budgeting, use of public transportation, maintenance of medication regimen;
  - (d) Individualized vocational/educational assessment, guidance, and placement assistance;
  - (e) Individualized treatment planning for long-term and short-term goals, reviewed and revised regularly;
  - (f) A comprehensive clinical program of group and individual therapies to address treatment issues;
  - (g) Weekly therapy sessions with primary therapist;
  - (h) Social and recreational activities;
  - (i) Assistance in arranging for regular and emergency medical and dental care;
  - (j) Family support, education, therapy as needed or requested; and
  - (k) Medication monitoring and instruction in self-administering medication.

Extra Services

6. The following Extra Services will be provided with charges as indicated:

SERVICES	COST
<u>Psychiatrist’s Services</u>	<u>One-time \$1,000 Deposit billed in the first invoice; Subsequent services will be Billed Directly to Guarantor</u>
<u>Pharmaceutical Services</u>	<u>Billed Directly to Guarantor</u>
<u>Clinical Evaluations</u>	<u>Billed Directly to Guarantor</u>
<u>Satellite Services</u>	<u>One-time \$700 fee billed in the first invoice.</u>

These charges will be added to the Basic Service Care Fee and must be paid in advance on the first day of each month. If at the termination of the residential program, a balance remains of the \$1,000 deposit paid for Psychiatrist’s Services, a refund will be sent to the guarantor within 21 days of termination.

Nondiscrimination

7. The Facility shall provide all services to Residents without regard to race, color, national origin, ancestry, religion or sex.

General Policies

8. Resident and Guarantor acknowledge that they have been provided with “Resident’s Handbook” (a list of the general policies, rules and regulations of the Facility) at the time of application for admission. Resident agrees to abide by and observe those policies, rules and regulations.

**MEDICAL CARE**

Attending Physician

9. Resident is under the medical care of Dr. \_\_\_\_\_, (“attending physician) of \_\_\_\_\_, telephone \_\_\_\_\_. Prior to admission, Resident will furnish a current medical report, assessment, evaluation and tuberculosis clearance. Facility shall be entitled to contact attending physician on Resident’s behalf, when in the opinion of a Facility staff member, Resident requires medical care and/or treatment. Each Resident 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

10. In case of an emergency in which Resident, 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 Resident’s needs.

### Payment for Medical Services

11. Resident and/or Guarantor shall be solely liable for payment of all charges for Resident's medical care and/or treatment.

### **TERMINATION OF RESIDENCY**

#### Voluntary

12. The Resident may terminate residency at the Facility 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 Resident's voluntary termination of residency at the Facility.

#### Involuntary

13. (a) Residency at the Facility may be terminated, upon thirty (30) days written notice to the Resident, if he or she:

1. Fails to pay the monthly rate for Basic Services Care Fee within the period of ten (10) days of the due date; or
2. Fails to comply with any state and/or local law after receiving written notice of any alleged violation; or
3. Fails to comply with the general policies, rules and regulations of the Facility provided to Resident as set forth in paragraph 9; or
4. Develops an unusual need that was not identified in the Facility's pre-admission assessment of the Resident and for which the Facility is unable to provide or is not licensed to provide.

(b) Residence at the Facility may be terminated upon three (3) days written notice if the Resident 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 Resident 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 RESIDENT'S SERIOUS HEALTH CONDITION OR IS DUE TO THE RESIDENT 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 of residency from the President/CEO shall be served on both the Resident and the Resident's designated representative or placement agency.

### **MODIFICATION OF AGREEMENT**

#### Rates

14. (a) The Basic Services Care Fee and the amount of security provided in Paragraph 2 of this Agreement may be changed by the Facility upon at least thirty (30) days' prior written notice of the change to the Resident and/or Guarantor.

(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 Residents.

(c) If any or all services are paid for in whole or in part by government funded programs, modification of any charges for Basic Services Care Fee or Extra Services 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.

#### Residency Termination Provisions

15. The residency termination provisions of the Agreement may be modified in writing signed by an authorized representative of the Facility and the Resident or the Resident's agent. The general policies of the Facility, a violation of which may be grounds for termination, may be modified solely by the Facility from time to time.

#### Termination of Agreement

16. (a) This Agreement shall terminate automatically upon the death of the Resident. Refunds, if any, will be governed by the terms of this Agreement. However, the Resident's death shall not be considered an Early Termination subject to Section 3(b).

(b) A deceased Resident'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 Resident's death, unless otherwise expressly agreed to in writing or by order of a court of competent jurisdiction.

### **VISITORS AND COMMUNICATIONS**

17. (a) It is the Facility's policy to encourage visits and communication between Residents and family members and participation of family members in the Facility's activities.

(b) Regular visiting hours at the Facility are between 10:00 a.m. and 10:00 p.m. daily (WITH STAFF APPROVAL ONLY). The Resident and/or family members may make special arrangements for visits at other times by obtaining the President/CEO's consent in advance. Except in cases involving medical emergency the President/CEO may deny consent for visits at other times if such would unduly disturb, inconvenience, or invade the privacy of other Residents.

(c) The Resident will be permitted to visit with family members and use the telephone in privacy and to send and receive sealed mail.

### **RELEASE OF INFORMATION**

18. Facility shall respect Resident's right to confidential treatment of Resident's records. For the duration of Resident's stay at Facility, Facility may release information in its records as follows:

(a) In the case of Resident's transfer to another facility, to the extent necessary for Resident's treatment by that facility.

(b) As set forth in Resident'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 Resident is being treated for alcohol or drug abuse.
- (d) Resident acknowledges that the State Department of Social Services has the authority to examine Resident's medical, financial, and other records on file with the Facility.

## **RESTRICTIONS AND LIMITATIONS**

### Unauthorized Items

19. Residents are not allowed to possess any of the following items while they are on Facility property without written consent of the President/CEO: any medications (prescribed by anyone other than the Facility Medical Director), foods, beverages, or pets. Failure to obtain such prior consent shall be grounds for termination of residency under Paragraph 13. Residents are not allowed to possess any of the following at any time while they are on Facility property: alcohol, illegal drugs, firearms or other weapons, sharp or dangerous instruments.

### Theft and Loss Policy

20. It is the policy of the Facility to provide reasonable protection against the loss of Resident's personal belongings and valuables. Resident may deposit money and other valuable items of personal property with Facility for safekeeping. Facility shall not be liable for the loss or theft of any items or any valuables that Resident could have deposited but failed to deposit with Facility. 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 Resident's health or reasonable comfort to be kept on the premises if, in the opinion of the Executive Director, 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 Resident may suffer, except where the injury is caused by negligence of the Facility employees. If Resident 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 HOUSE RULES AND HAS RECEIVED A COPY THEREOF, AND IS THE RESIDENT OR THE GUARANTOR, AUTHORIZED BY THE RESIDENT TO ACT AS RESIDENT’S GENERAL AGENT TO EXECUTE THIS AGREEMENT AND ACCEPT ITS TERMS.

Dated: \_\_\_\_\_

\_\_\_\_\_  
RESIDENT (Print)

\_\_\_\_\_  
GUARANTOR (Print)

\_\_\_\_\_  
RESIDENT (Sign)

\_\_\_\_\_  
GUARANTOR (Sign)

**SANCTUARY CENTERS OF SANTA BARBARA**

By: \_\_\_\_\_  
Barry R. Schoer, President/CEO