

**NAPA COUNTY AGREEMENT NO. 170263B
AMENDMENT NO. 3**

THIS AMENDMENT NO. 3 TO NAPA COUNTY AGREEMENT NO. 170263B is effective the 1st day of July, 2023, by and between NAPA COUNTY, hereinafter referred to as "COUNTY," and **SMITHWATERS GROUP**, whose business address is 3666 I Street, Sacramento, CA 95816, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, on or about September 15, 2014, COUNTY and CONTRACTOR entered into Napa County Agreement No. 170263B (Formally No. 8223) (hereinafter referred to as the "Agreement") for CONTRACTOR to patients' rights advocacy services during certification and Riese hearings for individuals who are placed under 5150 holds and patients' rights education and other related activities in the community; and

WHEREAS, on or about July 1, 2016, the Parties amended the Agreement to incorporate Addendum 1 to the Scope of Work (Exhibit A), incorporate Addendum 1 to the Compensation (Exhibit B) and to increase the compensation payable under the term of this agreement; and

WHEREAS, on or about July 1, 2022, the Parties amended the Agreement to incorporate Addendum 2 to the Scope of Work, incorporate Addendum 2 to the Compensation, and increase the maximum compensation payable under the term of this agreement.

WHEREAS, the Parties now wish to amend the Agreement to reflect an increase in the annual contract maximum, commencing Fiscal Year 2023-2024, and each subsequent automatic renewal thereof, replace "Addendum 2 to Exhibit A" with "Exhibit A-3", and replace "Addendum 2 to Exhibit B" with "Exhibit B-3".

TERMS

NOW, THEREFORE, for good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties hereby amend the Agreement as follows:

1. The maximum amount of payment on Page 1 of the Agreement shall be **One Hundred Twenty Thousand Dollars (\$120,000.00)**, of which **Ten Thousand Dollars (\$10,000.00)**, is increased by virtue of this Amendment No. 3; provided, however, that such amounts shall not be construed as guaranteed sums, and compensation shall be based upon services actually rendered and expenses actually incurred.
2. Addendum 2 to Exhibit A shall be replaced with "Exhibit A-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Addendum 2 to Exhibit A shall refer to "Exhibit A-3" as of the effective date of this Amendment.
3. Addendum 2 to Exhibit B shall be replaced with "Exhibit B-3" attached hereto and incorporated by reference herein, and all references in the Agreement to Addendum 2 to Exhibit B shall refer to "Exhibit B-3" as of the effective date of this Amendment.

4. Except as provided above, the terms and conditions of the Agreement shall remain full force and effect as originally approved.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment No. 3 of Napa County Agreement No. 170263B as of the date first above written.

FRANK SMITH-WATERS

By 
FRANK SMITH-WATERS

“CONTRACTOR”

NAPA COUNTY, a political subdivision of the State of California

By _____
BELIA RAMOS
Chair of the Board of Supervisors

“COUNTY”

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <i>Rachel L. Ross</i> (e-signature)</p> <p>Date: 5/25/23</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: _____</p> <p>Processed By: _____</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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EXHIBIT A
SCOPE OF WORK
Patients' Rights Advocate Services

**July 1, 2023 through June 30, 2024
(and each subsequent year thereafter)**

1. Certification Review Hearings: CONTRACTOR will perform the duties listed below in order to accomplish the intent of California Welfare and Institutions Code, Article 4 (commencing with Section 5250 *et seq.*) for Patients' Rights Advocacy services. In furtherance of this duty, CONTRACTOR shall receive notice regarding the placement of any mental health patient of COUNTY, the circumstances of which will require notice under law. Notice shall be made by the admitting facility or by staff of the Adult or Older Adult Services program of COUNTY Behavioral Health and/or Comprehensive Services for Older Adult Division(s) of the COUNTY's Health and Human Services Agency (HHSA). In dealing with proceedings CONTRACTOR shall:
 - a. Attend all certification review hearings at inpatient psychiatric hospital facilities located in Napa County. Currently, hearings are conducted at Napa State Hospital and St. Helena Hospital Deer Park.
 - b. Consult with the patient certified to determine the wishes of the patient regarding further inpatient care, the certification review hearing, patients' right to a writ of habeas corpus, and any other issues pertinent to the patient.
 - c. Assist the patient in the certification review hearing to assure that all issues of importance to the determination of the issue of probable cause in the hearing are fully explored, including and when necessary, the contacting of family, friends and significant others and employees of the facility at which the patient is an inpatient who have knowledge of or participated in the certification decision.
 - d. Inform those patients for whom probable cause for continued certification is found to exist of their right to a writ of habeas corpus; when necessary, assist the patient in completing a request for such a writ.
 - e. To facilitate CONTRACTOR activities, CONTRACTOR shall maintain voice mail or reception capability. CONTRACTOR shall further maintain contact with the admitting facility and with staff of the Adult and Older Adult Services program of Behavioral Health and Comprehensive Services for Older Adult Divisions of COUNTY's HHSA. CONTRACTOR shall further assist in scheduling hearings and in notifying the designated Hearing Officer. A log of all hearings scheduled and conducted by CONTRACTOR shall be maintained by CONTRACTOR.
2. Hearing Schedule:
 - a. Maintain direct contact with inpatient psychiatric hospital staff. The purpose of this contact is to schedule hearing dates and times to meet appropriate legal time frames and to arrange for the Patients' Rights advocate at each scheduled meeting.

- b. Schedule hearing dates and times to meet appropriate legal time frames to arrange for the presence of the Patients' Right's Advocate at each scheduled hearing.
 - c. Maintain a log of all hearings scheduled and conducted
- 3. Riese Informed Consent Hearings: Contractor shall perform these duties in order to accomplish the intent of the decision rendered in Riese v. St. Mary's Hospital (1987), 196 Cal. App. 3d 1388. In furtherance of this duty, CONTRACTOR shall receive notice regarding the placement of any mental health patient in St. Helena Hospital Mental Health Unit in Deer Park, California, and in Napa State Hospital the circumstances of which will require notice under law. Notice shall be made by the admitting facility. In dealing with proceedings commenced by said notice, CONTRACTOR shall:
 - a. Attend all Riese Capacity review hearings
 - b. Consult with the patient to determine the wishes of the patient regarding medication and any other issue deemed pertinent by the patient.
 - c. Assist the patient in the Riese review hearing to assure that issues of importance to the determination of the issue of informed consent are fully explored, including, when necessary, the calling for testimony witnesses who are employees of the facility at which the patient is an inpatient who have knowledge of or participated in the medication decision subject to review.
 - d. Inform those patients of their right to a writ of habeus corpus; when necessary, assist the patient in completing a request for such a writ.
 - e. To facilitate CONTRACTOR actions hereunder, CONTRACTOR shall maintain voice mail or reception capability. CONTRACTOR shall further maintain contact with the admitting facility and with staff of the Adult and Older Adult Services programs COUNTY's HHSA. CONTRACTOR shall further assist in scheduling hearings and in notifying the designated Hearing Officer. A log of all hearings scheduled and conducted by CONTRACTOR shall be maintained by CONTRACTOR.
- 4. Patients' Rights Advocacy and Education: As resources permit and to be performed secondary to the above three contract expectations, CONTRACTOR shall address mental health issues and investigate complaints from the perspective of the mental health consumer. The Advocate shall undertake community, professional, and consumer education to ensure awareness of patients' rights issues in all three groups and to reduce the stigma associated with mental health treatment. The Advocate shall further assure compliance by all affected entities with California Code of Regulations Title IX, Article 6, Section 860, and California Welfare and Institutions Code Section 5325(h). In furtherance of this duty,

CONTRACTOR shall:

- a. Distribute and monitor posting of posters and booklets describing the rights of patients, identifying the Patients' Rights Advocate, and providing the telephone number and address of CONTRACTOR's designated Advocate, within each facility serving mentally ill persons within COUNTY.

- b. Assign a designated Advocate to review COUNTY community based residential programs for compliance with statutory and regulatory patient's rights provisions.
 - c. Receive, investigate, and report upon complaints regarding abuse of patients' rights.
 - d. Provide at least two trainings annually to public and private mental health care providers regarding the implementation of patients' rights legislation.
 - e. Provide education/information regarding patients' rights to mental health consumers in the community and at the Napa County Adult Resource Center in order to facilitate self-advocacy and peer advocacy.
 - f. Receive and review quarterly reports on denials of rights to inpatients and use of electro-convulsive treatment (ECT), with consequent reporting to the Behavioral Health Manager of the Behavioral Health Division of the COUNTY's HHSA or designee, and to the Patients' Rights Specialist of the California Department of Healthcare Services (CDHCS). **California Office of Patients' Rights 1831 K Street, Sacramento, CA 95811 Phone: (916) 504-5994.** And as resources permit, conduct a review of compliance with patients' rights legislation by COUNTY's Mental Health (Adult Behavioral Health) program and by mental health care facilities located within COUNTY.
 - g. Coordinate with the Patients' Rights Specialist of DHCS, the local office of the Ombudsman, and the Director of Napa County Behavioral Health or designee.
 - h. Consult to mental health providers regarding specific questions concerning implementation of patients' rights legislation.
 - i. Maintain adequate program records as specified by COUNTY which will include, but not be limited to, records of service to patients, records of all contacts, interviews, and meeting notes. Said records shall be maintained in sufficient detail to make possible an evaluation of the services provided under this Agreement.
 - j. Submit Summaries of Concerns to COUNTY monthly or upon request by County
5. **Napa County Behavioral Health Department Consultation**
 CONTRACTOR will provide consultation to COUNTY Behavioral Health on an as needed basis on topics related to CONTRACTOR'S expertise in Consumer and Patients' Rights.

EXHIBIT B
COMPENSATION AND EXPENSE REIMBURSEMENT

July 1, 2023 through June 30th, 2024
(and each subsequent year thereafter)

CONTRACTOR shall have a contract maximum of \$120,000. CONTRACTOR shall be reimbursed at a rate of \$88.00 per hour for hearings held weekly at the Mental Health unit at St Helena Hospital and Napa State Hospital. CONTRACTOR shall also be reimbursed at a rate of \$88.00 per hour for Outreach and Educational services provided as described in Exhibit A. This rate is inclusive of all costs.

Of the total contract maximum, \$5000.00 shall only be used for COUNTY Mental Health consultation services as described in Exhibit A. Contractor consultation rate is \$50.00 per hour.

INVOICING INSTRUCTIONS:

CONTRACTOR shall report each hour of service spent on advocacy services along with the number of individuals served on each day on the *Patient's Rights Advocacy Services* form provided by COUNTY (Exhibit D). Contractor will submit a separate invoice for consultation services provided to Napa County Behavioral Health Department. CONTRACTOR shall submit all monthly invoices to the COUNTY's Provider Services Coordinator by the 15th of the month that summarizes all work completed in the preceding month.