

**Administering Agency:** Nevada County Behavioral Health Department, Health and Human Services Administration

**Contract No.** \_\_\_\_\_

**Contract Description:** California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC) providing psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen in a locked, long-term care setting

**PROFESSIONAL SERVICES CONTRACT  
FOR HEALTH AND HUMAN SERVICES AGENCY**

**THIS PROFESSIONAL SERVICES CONTRACT** (“Contract”) is made at Nevada City, California, as of June 16, 2026 by and between the County of Nevada, (“County”), and California Psychiatric Transitions (CPT) (“Contractor”) (together “Parties”, individual “Party”), who agree as follows:

1. **Services** Subject to the terms and conditions set forth in this Contract, Contractor shall provide the services described in Exhibit A. Contractor shall provide said services at the time, place, and in the manner specified in Exhibit A.
2. **Payment** County shall pay Contractor for services rendered pursuant to this Contract at the time and in the amount set forth in Exhibit B. The payments specified in Exhibit B shall be the only payment made to Contractor for services rendered pursuant to this Contract. Contractor shall submit all billings for said services to County in the manner specified in Exhibit B; or, if no manner be specified in Exhibit B, then according to the usual and customary procedures which Contractor uses for billing clients similar to County. **The amount of the contract shall not exceed Three Hundred Thousand Dollars (\$300,000).**
3. **Term** This Contract shall commence on July 1, 2026. All services required to be provided by this Contract shall be completed and ready for acceptance no later than the **Contract Termination Date** of: June 30, 2027.
4. **Facilities, Equipment and Other Materials** Contractor shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Contract.
5. **Exhibits** All exhibits referred to herein and attached hereto are incorporated herein by this reference.
6. **Electronic Signatures** The Parties acknowledge and agree that this Contract may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, “electronic signature” shall include faxed or emailed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.
7. **Time for Performance** Time is of the essence. Failure of Contractor to perform any services within the time limits set forth in Exhibit A or elsewhere in this Contract shall constitute material breach of this contract. Contractor shall devote such time to the performance of services pursuant to this Contract as may be reasonably necessary for the satisfactory performance of Contractor's obligations pursuant to this Contract. Neither Party shall be considered in default of this Contract to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the Party.
8. **Liquidated Damages**  
Liquidated Damages are presented as an estimate of an intangible loss to the County. It is a provision that allows for the payment of a specified sum should Contractor be in breach of contract. Liquidated

Damages  shall not  shall apply to this contract. If Liquidated Damages are applicable to this contract, the terms are incorporated in Exhibit I, attached hereto.

9. **Relationship of Parties**

9.1. **Independent Contractor**

In providing services herein, Contractor, and the agents and employees thereof, shall work in an independent capacity and as an independent contractor and not as agents or employees of County. Contractor acknowledges that it customarily engages independently in the trade, occupation, or business as that involved in the work required herein. Further the Parties agree that Contractor shall perform the work required herein free from the control and direction of County, and that the nature of the work is outside the usual course of County's business. In performing the work required herein, Contractor shall not be entitled to any employment benefits, Workers' Compensation, or other programs afforded to County employees. Contractor shall hold County harmless and indemnify County against such claim by its agents or employees. County makes no representation as to the effect of this independent contractor relationship on Contractor's previously earned California Public Employees Retirement System ("CalPERS") retirement benefits, if any, and Contractor specifically assumes the responsibility for making such determination. Contractor shall be responsible for all reports and obligations including but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation and other applicable federal and state taxes.

9.2. **No Agent Authority** Contractor shall have no power to incur any debt, obligation, or liability on behalf of County or otherwise to act on behalf of County as an agent. Neither County nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Contract. Contractor shall not represent that it is, or that any of its agents or employees are, in any manner employees of County.

9.3. **Indemnification of CalPERS Determination** In the event that Contractor or any employee, agent, or subcontractor of Contractor providing service under this Contract is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of County, Contractor shall indemnify, defend and hold harmless County for all payments on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

10. **Assignment and Subcontracting** Except as specifically provided herein, the rights, responsibilities, duties and services to be performed under this Contract are personal to Contractor and may not be transferred, subcontracted, or assigned without the prior written consent of County. Contractor shall not substitute or replace any personnel for those specifically named herein or in its proposal without the prior written consent of County.

Contractor shall cause and require each transferee, subcontractor, and assignee to comply with the insurance provisions **and information technology security provisions** set forth herein, to the extent such insurance provisions are required of Contractor under this Contract. Failure of Contractor to so cause and require such compliance by each transferee, subcontractor, and assignee shall constitute a material breach of this Contract, and, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to suspend payments hereunder, or terminate this Contract, or both.

11. **Licenses, Permits, Etc.** Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, obtain or keep in effect at all times during the term of this Contract, any licenses, permits, and approvals which are legally required for Contractor to practice its profession at the time the services are performed.

12. **Hold Harmless and Indemnification Contract** To the fullest extent permitted by law, each Party (the “Indemnifying Party”) hereby agrees to protect, defend, indemnify, and hold the other Party (the “Indemnified Party”), its officers, agents, employees, and volunteers, free and harmless from any and all losses, claims, liens, demands, and causes of action of every kind and character resulting from the Indemnifying Party’s negligent act, willful misconduct, or error or omission, including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by the Indemnified Party arising in favor of any party, including claims, liens, debts, personal injuries, death, or damages to property (including employees or property of the Indemnified Party) and without limitation, all other claims or demands of every character occurring or in any way incident to, in connection with or arising directly or indirectly out of, the Contract. The Indemnifying Party agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Indemnifying Party, using legal counsel approved in writing by Indemnified Party. Indemnifying Party also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against either Party or to enlarge in any way either Party’s liability but is intended solely to provide for indemnification of the Indemnified Party from liability for damages, or injuries to third persons or property, arising from or in connection with Indemnifying Party’s performance pursuant to this Contract. This obligation is independent of, and shall not in any way be limited by, the minimum insurance obligations contained in this Contract.
13. **Certificate of Good Standing** Contractors who are registered corporations, including those corporations that are registered non-profits, shall possess a Statement of Information from the California Secretary of State, and shall keep its status in good standing and effect during the term of this Contract.
14. **Standard of Performance** Contractor shall perform all services required pursuant to this Contract in the manner and according to the standards observed by a competent practitioner of the profession in which Contractor is engaged in the geographical area in which Contractor practices its profession. All products of whatsoever nature which Contractor delivers to County pursuant to this Contract shall be prepared in a substantial first class and workmanlike manner and conform to the standards or quality normally observed by a person practicing in Contractor's profession.
15. **Contractor without additional compensation** If applicable Contractor’s personnel, when on County’s premises and when accessing County’s network remotely, shall comply with County’s regulations regarding security, remote access, safety and professional conduct, including but not limited to Nevada County Security Policy NCSP-102 Nevada County External User Policy and Account Application regarding data and access security. Contractor personnel will solely utilize County’s privileged access management platform for all remote access support functions, unless other methods are granted in writing by County’s Chief Information Officer or their designee.
16. **Prevailing Wage and Apprentices** To the extent made applicable by law, performance of this Contract shall be in conformity with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, commencing with section 1720 relating to prevailing wages which must be paid to workers employed on a public work as defined in Labor Code section 1720, et seq., and shall be in conformity with Title 8 of the California Code of Regulations section 200 et seq., relating to apprenticeship. Where applicable:
- Contractor shall comply with the provisions thereof at the commencement of Services to be provided herein, and thereafter during the term of this Contract. A breach of the requirements of this section shall be deemed a material breach of this contract. Applicable prevailing wage determinations are available on the California Department of Industrial Relations website at <http://www.dir.ca.gov/OPRL/PWD>.
  - Contractor and all subcontractors must comply with the requirements of Labor Code section 1771.1(a) pertaining to registration of contractors pursuant to section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

- Contracts to which prevailing wage requirements apply are subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and each subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.
- The County is required to provide notice to the Department of Industrial Relations of any public work contract subject to prevailing wages within five (5) days of award.

17. **Accessibility** It is the policy of County that all County services, programs, meetings, activities and facilities shall be accessible to all persons, and shall be comply with the provisions of the Americans With Disabilities Act and Title 24, California Code of Regulations. To the extent this Contract shall call for Contractor to provide County contracted services directly to the public, Contractor shall certify that said direct services are and shall be accessible to all persons.
18. **Nondiscriminatory Employment** Contractor shall not discriminate in its employment practices because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex or sexual orientation, or any other legally protected category, in contravention of the California Fair Employment and Housing Act, Government Code section 12900 et seq.
19. **Drug-Free Workplace** Senate Bill 1120, (Chapter 1170, Statutes of 1990), requires recipients of State grants to maintain a "drug-free workplace". Every person or organization awarded a contract for the procurement of any property or services shall certify as required under Government Code Section 8355-8357 that it will provide a drug-free workplace.
20. **Political Activities** Contractor shall in no instance expend funds or use resources derived from this Contract on any political activities.
21. **Levine Act** This contract  shall not  shall be subject to compliance with Government Code Section 84308 (Levine Act), which pertains to campaign contributions of more than \$500 to any member of the County of Nevada Board of Supervisors or any County of Nevada Official who will be making, participating in making, or in any way attempting to use their official position to influence a County decision to approve the contract. If Levine Act Compliance is applicable to this contract, the terms are incorporated in Exhibit H, attached hereto.
22. **Subrecipient** This contract  shall not  shall be subject to subrecipient status as such: the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 et al (commonly referred to as the "OMB Super Circular" or "Uniform Guidance"). A copy of these regulations is available at the link provided herein for the Code of Federal Regulations. Subrecipient and Contractor determinations
23. **Debarment** In order to prohibit the procurement of any goods or services ultimately funded by Federal awards from debarred, suspended or otherwise excluded parties, this contract  shall not  shall qualify for debarment suspension monitoring. Contractor shall provide proof of debarment compliance if requested by the County. In addition, the County may (at anytime during the term of the Contract) screen the Contractor at [www.sam.gov](http://www.sam.gov) to ensure Contractor, its principal and their named subcontractors are not debarred, suspended or otherwise excluded by the United States Government in compliance with the requirements of 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
24. **Financial, Statistical and Contract-Related Records:**
- 24.1. **Books and Records** Notwithstanding any other provision contained herein, County and Contractor agree that Contractor does not meet the definition of a Non-Federal Entity under 2 CFR 200 and does not bill via Medi-Cal and/or Medi-care, and hence, is exempt from the audit provisions, cost reports, SAM.gov registration, submission of owner social security numbers and

regulatory requirements applicable to such entities. The Parties further agree that any review of contracts, books, accounts, records, accounting and administrative documents, statistics, program procedures or any other information (collectively "Documentation") in Contractor's possession shall be limited solely to that Documentation that relates to the specific services provided by Contractor under this Contract. Nothing contained herein shall be deemed to allow inspection of the financial statements or any other Documentation relating to the operation of California Psychiatric Transitions. Contractor shall maintain statistical records and submit reports as mutually agreed upon by Contractor and County. Contractor shall also maintain accounting and administrative books and records, program procedures and documentation relating to licensure and accreditation as they pertain to this Contract. All such financial, statistical and contract-related records shall be retained for five (5) years or until program review findings and/or audit findings are resolved, whichever is later. Such records shall include but not be limited to bids and all supporting documents, original entry books, canceled checks, receipts, invoices, payroll records, including subsistence, travel and field expenses, together with a general ledger itemizing all debits and credits.

24.2. **Inspection** Upon reasonable advance notice and during normal business hours or at such other times as may be agreed upon, Contractor shall make all of its books applicable and records, that relate directly to the services provided to Nevada County clients including general business records that relate directly to the services provided to Nevada County clients, available for inspection, examination or copying, to County, or to the State Department of Health Care Services, the Federal Department of Health and Human Services, the Controller General of the United States and to all other authorized federal and state agencies, or their duly authorized representatives.

24.3. **Audit** Contractor shall permit the aforesaid agencies or their duly authorized representatives to audit all books, accounts or records relating to this Contract, and all books, accounts or records of any business entities controlled by Contractor who participated in this Contract in any way. All such records shall be available for inspection by auditors designated by County or State, at reasonable times during normal business hours. Any audit may be conducted on Contractor's premises or, at County's option, Contractor shall provide all books and records within fifteen (15) days upon delivery of written notice from County. Contractor shall promptly refund any moneys erroneously charged and shall be liable for the costs of audit if the audit establishes an over-charge of five percent (5%) or more of the correct amount owed during the audit period.

25. **Cost Disclosure:** In accordance with Government Code Section 7550, should a written report be prepared under or required by the provisions of this Contract, Contractor agrees to state in a separate section of said report the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of said report.

26. **Termination.**

- A. A material breach, as defined pursuant to the terms of this Contract or otherwise, in addition to any other remedy available at law or otherwise, shall serve as a basis upon which County may elect to immediately suspend payments hereunder, or terminate this Contract, or both, without notice.
- B. If Contractor fails to timely provide in any manner the services materials and products required under this Contract, or otherwise fails to promptly comply with the terms of this Contract, or violates any ordinance, regulation or other law which applies to its performance herein, County may terminate this Contract by giving **five (5) calendar days written notice to Contractor.**
- C. Either Party may terminate this Contract for any reason, or without cause, by giving **thirty (30) calendar days written notice** to the other, which notice shall be sent by registered mail in conformity with the notice provisions, below. In the event of termination not the fault of Contractor, Contractor shall be paid for services performed to the date of termination in accordance with the terms of this Contract. Contractor shall be excused for failure to perform services herein if such performance is prevented by acts of God, strikes, labor disputes or other forces over which Contractor has no control.

- D. Notwithstanding anything to the contrary herein, if state or federal funds that County intended to use for payment under this Contract are canceled, reduced, or otherwise made unavailable, County shall have the right to immediately terminate this Contract upon written notice to Contractor. In such an event, County shall pay Contractor for all services satisfactorily performed up to the date of termination in accordance with the terms of this Contract, and Contractor shall have no further claims against County due to such termination.
- E. Any notice to be provided under this section may be given by the Agency Director.
- F. Suspension: County, upon giving seven (7) calendar days written notice to Contractor, shall have the right to suspend this Contract, in whole or in part, for any time period as County deems necessary due to delays in Federal, State or County appropriation of funds, lack of demand for services to be provided under this contract, or other good cause. Upon receipt of a notice of suspension from County, Contractor shall immediately suspend or stop work as directed by County and shall not resume work until and unless County gives Contractor a written notice to resume work. To suspend this Contract, County must remove its clients from Contractor's facility. In the event of a suspension not the fault of the Contractor, Contractor shall be paid for services performed to the date of the notice of suspension in accordance with the terms of this Contract.

In the event this Contract is terminated:

- 1) Contractor shall deliver upon request copies of all Nevada County client documentation prepared by it pursuant to this Contract. The term "writings" shall be construed to mean and include handwriting, typewriting, printing, Photostatting, photographing, and every other means of recording upon any tangible thing any form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof located in each Nevada County client's chart.
- 2) County shall have full ownership and control of all such writings delivered by Contractor pursuant to this Contract.
- 3) County shall pay Contractor the reasonable value of services rendered by Contractor to the date of termination pursuant to this Contract not to exceed the amount documented by Contractor and approved by County as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed the amount of the Contract specified in Exhibit B, and further provided, however, County shall not in any manner be liable for lost profits which might have been made by Contractor had Contractor completed the services required by this Contract. In this regard, Contractor shall furnish to County such financial information as in the judgment of County is necessary to determine the reasonable value of the services rendered by Contractor. The foregoing is cumulative and does not affect any right or remedy, which County may have in law or equity.

27. **Intellectual Property** Contractor will not publish or transfer any materials produced or resulting from activities supported by this Contract without the express written consent of County. All reports, original drawings, graphics, plans, studies and other data and documents, in whatever form or format, assembled or prepared by Contactor or Contractor's subcontractors, consultants, and other agents in connection with this Contract are "works made for hire" (as defined in the Copyright Act, 17 U.S.C. Section 101 et seq., as amended) for County, and Contractor unconditionally and irrevocably transfers and assigns to County all right, title, and interest, including all copyrights and other intellectual property rights, in or to the 'works made for hire.' Unless required by law, Contractor shall not publish, transfer, discuss, or disclose any of the above-described works made for hire or any information gathered, discovered, or generated in any way through this Contract, without County's prior express written consent. To the extent County provides any of its own original photographs, diagrams, plans, documents, information, reports, computer code and all recordable media together with all copyright interests thereto, to Contractor during this Contract, such information shall remain the property of County, and upon fifteen (15) days demand therefore, shall be promptly delivered to County without exception.

28. **Waiver** One or more waivers by one Party of any major or minor breach or default of any provision, term, condition, or covenant of this Contract shall not operate as a waiver of any subsequent breach or default by the other Party.
29. **Conflict of Interest** Contractor certifies that no official or employee of County, nor any business entity in which an official of County has an interest, has been employed or retained to solicit or aid in the procuring of this Contract. In addition, Contractor agrees that no such person will be employed in the performance of this Contract unless first agreed to in writing by County. This includes prior Nevada County employment in accordance with County's Personnel Code
30. **Entirety of Contract** This Contract contains the entire Contract of County and Contractor with respect to the subject matter hereof, and no other contract, statement, or promise made by any Party, or to any employee, officer or agent of any Party, which is not contained in this Contract, shall be binding or valid.
31. **Alteration** No waiver, alteration, modification, or termination of this Contract shall be valid unless made in writing and signed by all Parties, except as expressly provided in Section 26, Termination.
32. **Governing Law and Venue** This Contract is executed and intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. The venue for any legal proceedings regarding this Contract shall be the County of Nevada, State of California. Each Party waives any federal court removal and/or original jurisdiction rights it may have.
33. **Compliance with Applicable Laws** Contractor and any subcontractors shall comply with any and all federal, state and local laws, codes, ordinances, rules and regulations which relate to, concern or affect the services or type of services to be provided by this Contract.
34. **Confidentiality** Contractor, its employees, agents and or subcontractors may come in contact with documents that contain information regarding matters that must be kept confidential by County, including personally identifiable patient or client information. Even information that might not be considered confidential for the usual reasons of protecting non-public records should be considered by Contractor to be confidential.

Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state, and local laws, regulations and rules and recognized standards of professional practice.

Notwithstanding any other provision of this Contract, Contractor agrees to protect the confidentiality of any confidential information with which Contractor may come into contact in the process of performing its contracted services. This information includes but is not limited to all written, oral, visual and printed patient or client information, including but not limited to: names, addresses, social security numbers, date of birth, driver's license number, case numbers, services provided, social and economic conditions or circumstances, agency evaluation of personal information, and medical data.

Contractor shall not retain, copy, use, or disclose this information in any manner for any purpose that is not specifically permitted by this Contract. Violation of the confidentiality of patient or client information may, at the option of County, be considered a material breach of this Contract.

35. **Additional Contractor Responsibilities**
- A. To the extent Contractor is a mandated reporter of suspected child and/or dependent adult abuse and neglect, it shall ensure that its employees, agents, volunteers, subcontractors, and independent contractors are made aware of, understand, and comply with all reporting requirements. Contractor shall immediately notify County of any incident or condition resulting in injury, harm, or risk of harm to any child or dependent adult served under this Contract.
  - B. Contractor will immediately notify County of any active complaints, lawsuits, licensing or regulatory investigations, reports of fraud or malfeasance, or criminal investigations directly relating to Nevada

County clients at Contractor’s facility regarding its operations. Contractor agrees to work cooperatively with County in response to any investigation commenced by County with regard to this Contract or the clients served herein, including providing any/all records requested by County related thereto.

- C. Contractor shall employ reasonable background check procedures on all employees, prospective employees, volunteers and consultants performing work involving direct contact with minor children or dependent adults under this Contract, including fingerprinting and criminal records checks, sexual offender registry checks, and reference checks, including both personal and professional references.

36. **Information Technology Security Requirements** This contract  shall not  shall be subject to Exhibit F, “Information Technology Security,” which is attached and incorporated by this reference. Contractor’s failure to comply with the requirements in Exhibit F is a material breach of this Agreement.

37. **Artificial Intelligence Technology (AI Technology)** includes any machine learning, deep learning, or artificial intelligence ("AI") technologies, such as statistical learning algorithms, models (including large language models), neural networks, and other AI tools or methodologies, as well as all software implementations and related hardware or equipment capable of generating content (e.g., text, images, video, audio, or computer code) based on user-supplied prompts.

County Data includes all information, data, materials, text, prompts, images, or other content provided to the Contractor under this Agreement or any other agreements between the Contractor and the County.

**Responsibilities and Training:**

Contractor is responsible for all information in the machine learning model, intellectual property rights associated with the information, and software and coded instructions used to generate AI content. County is responsible for the accuracy, utility and formulation of prompts and other inputs used to access the AI services and for decisions made, advice given, actions taken, and failures to take action based on AI content generated from AI services, except for AI content that is generated from erroneous or non-existing information in Contractor’s machine learning models or from malfunctioning AI service software.

Contractor shall not use, or permit any third party to use, County Data to train, validate, update, improve, or modify any AI Technology, whether for Contractor’s benefit or that of a third party, without the County's prior written authorization, which the County may grant or withhold at its sole discretion.

38. **Notification** Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the Parties as follows:

COUNTY OF NEVADA:		CONTRACTOR:	
Nevada County Behavioral Health Department, Health and Human Services Administration		California Psychiatric Transitions, Inc.	
Address:	500 Crown Point Circle, Suite 120	Address	PO Box 339
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Delhi, CA 95315
Attn:	Megan Murphy	Attn:	Aaron Stocking
Email:	Megan.Murphy@nevadacountyca.gov	Email:	astocking@cptmhrc.com
Phone:	(530) 265-1437	Phone:	(209) 667-9304 Ext 101

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received five (5) days after the date on which it was mailed.

**Authority:** All individuals executing this Contract on behalf of Contractor represent and warrant that they are authorized to execute and deliver this Contract on behalf of Contractor.

**IN WITNESS WHEREOF**, the Parties have executed this Contract to begin on the Effective Date.

**COUNTY OF NEVADA:**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name/Title: Honorable Lisa Swarthout, Chair of the Board of Supervisors

By: \_\_\_\_\_

Attest: Clerk of the Board of Supervisors, or designee

**CONTRACTOR:** California Psychiatric Transitions, Inc.

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

By: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

\* Title: \_\_\_\_\_

*\*If Contractor is a corporation, this Contract must be signed by two corporate officers; one of which must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation (California Corporations Code Sec. 313).*

**Exhibits**

- Exhibit A: [Schedule of Services](#)
- Exhibit B: [Schedule of Charges and Payments](#)
- Exhibit C: [Insurance Requirements](#)
- Exhibit D: [Behavioral Health Provisions](#)
- Exhibit E: [Schedule of HIPAA Provisions](#)
- Exhibit F: [Information Technology Security](#)
- [Summary Page](#)

**EXHIBIT A  
SCHEDULE OF SERVICES  
CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.**

California Psychiatric Transitions Inc., hereinafter referred to as “CONTRACTOR”, shall provide psychiatric treatment and rehabilitation services to seriously mentally ill adults in locked, long-term care setting, for the County of Nevada - Behavioral Health Department, hereinafter referred to as “COUNTY”.

**Program Statement and/or Contractor Information/ Background:**

California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC). The facility offers psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen (18). With two on-site psychiatrists and a Nurse Practitioner along with a twenty-four (24) hour nursing staff, CPT has the unique ability to render constant and immediate attention.

The goal of the programs is to implement a treatment plan designed specifically for each resident, focusing on medication, behavioral and psychiatric needs. In addition, CPT offers a highly structured program that caters to a wide spectrum of the mental health community. A daily agenda assists residents with elementary functions including activities of daily living, interactive groups, both cognitive and rudimentary, as well as group outings and associated work programs. Its sole purpose is to allow clients to develop into self-reliant human beings and thus allow their return to less restrictive settings in the community.

**I. MHRC Main Program**

CPT is dedicated to addressing specific psychiatric needs of the mental health community as well as developing self-reliant individuals with good communication and social skills. CPT employs a highly structured daily program that allows both developmental growth and self-reliance. The daily program assists residents with rudimentary skills including activities of daily living and interactive groups. Cognitive sessions focusing on such topics as; anger management, medication awareness and impulse control, provide necessary tools for each resident to realize their potential. The program examines the progress of each resident as it pertains to their needs and gauges their individual success. The program also provides a weekly schedule of group therapy sessions, conducted by the Staff Psychiatrist, the Director of Nursing, Team Leader(s) and staff. These sessions help identify and isolate resident concerns, progress and reoccurring issues and gauge the overall progress of the unit. In addition to group therapy, CPT acknowledges the vital importance of the one-on-one sessions. These sessions, also referred to as “Resident Staffing,” are designed to delve further into the root causes of behavior as well as the specific needs of the individual resident, addressing behavioral issues, medication changes and program compliance.

**II. Disruptive Behavioral Unit**

The Disruptive Behavioral Unit program mission is to provide individuals an intensive therapeutic program that will focus directly on disruptive behaviors. These behaviors inhibit treatment and have the potential to affect other resident’s progress. Placing individuals that are disruptive in one common area allows CPT to formulate and implement specific types of treatment plans designed to identify the stressors that may be

causing the disruptive behaviors. This highly structured program creates an atmosphere that minimizes distraction and focuses on recovery.

A Board Certified Psychiatrist conducts monthly 1 on 1 staffing sessions addressing behavioral issues, medication changes and program compliance. The psychiatrist also provides weekly group therapy sessions that gauge the overall progress of the unit. This provides the attention and rehabilitative skills necessary for a quicker recovery. In addition to the high staffing ratio, a twenty-four (24) hour nursing staff provides medications necessary to reduce agitation levels as needed, as well as activity personnel to provide group and leisure activities. A Team Leader and Program Clerk are also assigned to the unit for treatment plan implementation, progress reviews, and quarterly reporting.

The behaviors that are deemed severely disruptive and counterproductive to treatment include but are not limited to the following;

- AWOL Risk
- Assaultive Behavior
- Property Damage
- Hyper-sexual
- Hygienically Inappropriate
- Treatment Plan non-compliance

Individuals whose symptoms have been stabilized maintain “continuity of care” by being admitted directly to the MHRC main program. A proven track record of success helps reinforce the individual treatment plan, reduce the reoccurrence of disruptive behavior and promote successful rehabilitation.

### III. Diversion Program

The Diversion Program is designed to serve court ordered diversion and Incompetent to Stand Trial- Penal Code 1370 (IST 1370) individuals. The individuals in this program have been incarcerated facing misdemeanor charges and are unable to stand trial due to a mental illness or a mental illness with a co-occurring developmental disability. The program goal is to use a structured daily program to allow for competency restoration and diversionary programs by treating these individuals, CPT can assess whether or not an individual is competent to stand trial or is in need of further psychiatric evaluation and treatment. The daily program assists residents with rudimentary skills including activities of daily living and interactive/cognitive groups as well as comprehensive treatment plans designed to address their individual mental health needs. Specific training sessions addressing competency restoration focus on such topics as; an understanding of courtroom proceedings; penalties, charges and defenses; legal terminology, and various tests used to determine levels of competency. The program examines the progress of each resident as it pertains to their needs and gauges their varying levels of competency and individual successes. Once competency is determined, the individual may be remanded back to the county of jurisdiction for further proceedings, or, if applicable, further treatment may be ordered.

#### Admissions:

County and Contractor shall work cooperatively to admit clients to Contractor's facility. All admissions shall be subject to the screening procedures and standards mutually agreeable to Contractor and County. The admission of all persons receiving services under this Agreement must receive prior approval of the Director of Behavioral Health or his/her authorized representative.

County will sign and adhere to Contractor's admission agreement for each client placed at Contractor's facility.

Contractor shall admit patients with a DMS V diagnosis. Individuals in need of Mental Health Rehabilitation Services who have histories of or are currently displaying behavioral symptoms (such as combativeness, elopement risk, suicide risk, and excessive verbal abusiveness) which preclude them from being admitted into a lower level care facility, shall be considered for admission.

The frequency, scope and severity of these behaviors are determining factors for admission, which are negotiated between County and Contractor for or each client admission. The County may grant individual exceptions to the admission criteria.

If Contractor denies an admission, the County's authorized representative shall be notified immediately and informed of the reasons for the denial. As appropriate, and with agreement, the County and Contractor may hold a "case conference" to discuss the reasons for the denial and the options available in meeting the client's mental health treatment needs. However, the final decision on admission to the facility shall be the responsibility of Contractor.

It is agreed by County and Contractor that individuals whose mental illness is deemed appropriate for inpatient psychiatric acute care, as well as individuals suffering exclusively from developmental disability, mental retardation or physical illnesses (without a psychiatric component), shall not be considered for admission. County will sign Contractor's admission agreement and adhere to it for each client the County places at California Psychiatric Transitions.

County Liaison, Patient Discharge Planning:

County shall designate a Facility Liaison (e.g., Conservator and/or Public Guardian) who shall be responsible for ongoing contact and consultation with County patients and facility staff.

Contractor shall keep the County Facility Liaison fully informed of each County patient's progress and shall collaborate in pre-discharge and discharge planning.

The County Facility Liaison shall be responsible for arranging future placement and support deemed necessary for each County Patient to be discharged.

If Contractor's treatment team determines that a County client has exceeded Contractor's level of care, the client is no longer an appropriate for placement, Contractor will immediately notify County Behavioral Health, who discharge the client within 72 hours.

**Scope of Services:**

CONTACTOR agrees to provide COUNTY with Mental Health Rehabilitation Center (MHRC) and Institution For Mental Disease Services, or other such services as required by the licensure of the facility to COUNTY patients, mentally disabled adult persons ages 18 years and older to pursuant to: Welfare and Institutions Code, Division 5, commencing with Section 5000; California Code of Regulations Title 22, Sections 72443-72475 and Title 9, Sections 786.0-786.23; California Department of Health Care Services (DHCS) Policies and Directives; and other applicable statutes and regulations according to facilities licensure requirements.

CONTRACTOR shall provide 24-hour staffing and total patient care as prescribed by licensure requirements.

CONTRACTOR and COUNTY shall develop a written service plan for each patient including milestones/goals to be achieved prior to discharge. Such plan shall utilize treatment resources available to CONTRACTOR.

CONTRACTOR shall make annual patient outcome information available to COUNTY within 60 days of the end of each COUNTY fiscal year included herein upon request. Outcome data shall include patient satisfaction, behavioral progress, as well as effectiveness of treatment in CONTRACTOR facilities.

CONTRACTOR agrees to comply with all applicable provisions of the California Department of Health Care Services Mental Health Plan agreement with COUNTY including, but not limited to, payment authorizations, utilization review, beneficiary brochure and provider lists, service planning, cooperation with the State Mental Health Plan's Quality Improvement (QI) Program. A copy of the Standard Agreement will be provided to CONTRACTOR by COUNTY under separate cover upon request. CONTRACTOR shall comply with all applicable provisions of the COUNTY Medi-Cal Mental Health Plan (MHP) or successor contract with the State of California which is in effect at the time services are provided, available from COUNTY upon request. All services, documentation, and reporting shall be provided in conformity with the requirements of all pertinent laws, regulations, and County requirements.

CONTRACTOR agrees to provide COUNTY with a competency report for any patient placed as an incompetent to stand trial upon request of COUNTY if it appears to COUNTY based on information provided by CONTRACTOR that the client has regained competency. Said report shall detail what efforts have been made to restore the client to competency and whether in response to said efforts it appears the client has regained competency. COUNTY shall use said report to certify to the criminal court that it appears the client has regained competency so the criminal court may order an independent competency evaluation if necessary.

Criminal/Background Check - CONTRACTOR accepts responsibility for determining and approving the character and fitness of their employees (including volunteers, agents or representatives), including completion of a satisfactory criminal/background check and periodic rechecks. CONTRACTOR further agrees to hold COUNTY harmless from any liability for injuries or damages resulting from a breach of this provision or CONTRACTOR'S actions in this regard.

**Admission Process/Policies:**

1. CONTRACTOR shall accept for services under this Agreement only those patients, referred from COUNTY, who are adults age 18 years and older. As soon as CONTRACTOR has a bed available that will meet the needs of COUNTY's patient, CONTRACTOR shall notify COUNTY by phone that the bed is available for COUNTY patients on the waiting list.
2. Notification of bed availability by CONTRACTOR must be made to the COUNTY's Behavioral Health Director or his/her Designee. CONTRACTOR shall hold the bed until the COUNTY's patient arrives, up to seven days, and the COUNTY is thereby agreeing to reimburse CONTRACTOR at the daily rate as specified in Exhibit B for each day the bed is held up to seven (7) days.
3. If acute psychiatric care is indicated, CONTRACTOR will notify the Public Guardian's Office and COUNTY's Behavioral Health Director, who will arrange admission of the patient to an acute inpatient facility or incarceration within 72 hours.
4. Prior to a patient admission, COUNTY will complete and submit to CONTRACTOR a completed Authorization for Admission to Program form. A signed copy of the Authorization for Admission to Program form will be provided to CONTRACTOR within five (5) working days of verbal

approval, if approved. The Behavioral Health Director or his/her Designee is the final authority as to whether or not a COUNTY patient will be approved for admission to a facility. This does not preclude CONTRACTOR from denying admission for cause.

5. If any patient referred to CONTRACTOR by COUNTY is denied admission, CONTRACTOR shall immediately notify the COUNTY's Behavioral Health Director or Designee in writing of the denial and of the reason(s) for the denial.
6. COUNTY agrees to sign and adhere to CONTRACTOR's admission policies attached hereto as Attachment A – Main / DBU / Diversion Program Admission Agreement Part I and Part II. To the extent a provision in Attachment A modifies or expands the responsibilities of COUNTY as contained in this Agreement including Exhibits A and B, the provisions of this Agreement, including Exhibits A and B shall control over those provisions in the Attachment A.

All services to be provided by this contract shall be aimed at improving the adaptive functioning of chronic mentally disordered patients to enable some patients to move into less restrictive environment and prevent other patients from regressing to a lower level of functioning.

Facilities shall have the capability of providing all of the following services. However, services provided to individual patients will be dependent upon the patient's specific needs. Mental Health Rehabilitation Center and Institution for Mental Disease Services to be provided include:

1. Self Help Skills Training. This shall include but not be limited to:
  - a. Personal care and use of medications.
  - b. Money management.
  - c. Use of public transportation.
  - d. Use of community resources.
  - e. Behavior control and impulse control.
  - f. Frustration tolerance.
  - g. Mental Health education.
  - h. Physical fitness.
2. Behavior Intervention Training. This shall include but not be limited to:
  - a. Behavior modification modalities.
  - b. Patient government activities.
  - c. Group counseling.
3. Interpersonal Relationships. This shall include but not be limited to:
  - a. Social counseling.
  - b. Educational and recreational therapy.
  - c. Social activities such as outings, dances, etc.
4. Prevocational Preparation Services. This shall include but not be limited to:
  - a. Homemaking.
  - b. Work Activity.
  - c. Vocational counseling.
5. Pre-release Planning.
  - a. Out –of-home placement.

A minimum average of 27 hours per week of direct group or individual program service will be provided for each patient.

In conjunction with the Director or his/her Designee, CONTRACTOR will reassess each Mental Health patient at least every four (4) months to determine current level of functioning and individual program needs.

**Reporting:**

- a. CONTRACTOR shall submit ongoing quarterly progress reports to COUNTY which reflect progress made in implementing the services and achieving the outcomes set forth in this Exhibit A, and to assure CONTRACTOR'S compliance with contract terms
- b. CONTRACTOR will make client outcome information available to COUNTY quarterly. Outcome data will be based upon the full array of services provided and how those services advanced the functional improvement of the client. Functional improvement will be measured by the disposition of the client at discharge.

**County Responsibilities:**

The COUNTY shall provide:

1. Written authorization of services for the specific service being requested (i.e., Main, DBU, or Diversion).
2. Completion of the Admission and Payment Agreements, including any Medi-Cal or other insurance information that is needed in order to bill medication and other needed services.
3. Admission packet, which includes records from the COUNTY, psychiatric hospitals, and other relevant providers.
4. Case Management Services that provide an effective discharge plan, including step down to lower levels of care.

Response within 72 hours for requests for the client be placed in a higher or lower level of care via the Program Manager or Public Guardian representative of the COUNTY, arranging appropriate transport or placements.

**EXHIBIT B**  
**SCHEDULE OF CHARGES AND PAYMENTS**  
**CALIFORNIA PSYCHIATRIC TRANSITIONS, INC.**

The maximum contract price shall not exceed \$300,000 for the satisfactory performance of all services as described in Exhibit “A”, for the entire contract term.

**Billing and Payment**

Contractor shall be responsible for billing and collecting from all third-party revenue sources for Nevada County patients receiving services including, but not limited to, private insurance co-payments and Medi-Cal Share-of-Cost. Contractor shall bill primary payer of record prior to submitting a claim to County. Contractor shall first apply any patient revenues collected. The remaining balance may be claimed against this contract funding.

Contractor shall be compensated at the daily rates set forth in the below table. The hourly rate for “1:1 Monitoring” (One on One Supervision Services) shall be charged on an “as needed” basis as determined by medical order of the Contractor’s staff psychiatrist and authorized by the County. The purpose of this service is to maintain placement and reduce the probability of injury to self or others. This service is provided until the need no longer exists.

<b>MHRC</b>	
LPS	\$544/Day
1:1 Monitoring	\$59.00/Hour

<b>DBU</b>	
LPS, IST, DIV, Murphy	\$1,024/Day
1:1 Monitoring	\$59.00/Hour

<b>FORENSIC</b>	
IST, DIV, Murphy	\$762/Day
1:1 Monitoring	\$59.00/Hour

Rates are subject to annual change by Contractor. County shall compensate Contractor based on written notification from Contractor of a change in service rates. Changes in service rates shall not result in payments to Contractor exceeding the specified maximum amounts without a written Amendment to the Agreement.

Overpayment - If County overpays Contractor for any reason, Contractor agrees to return the amount of such overpayment to County or at County's option, permit County to offset the amount of overpayment against future payments owed to Contractor under this Agreement.

CONTRACTOR shall maintain complete financial records that clearly reflect the cost of each type of service for which payment is claimed. Any apportionment of costs shall be made in accordance with generally accepted accounting principles and shall evidence proper audit trails reflecting the true costs of services rendered.

Invoice - Contractor shall submit to County, for services rendered in the prior month, and in accordance with Exhibit "A", a statement of services rendered to County and daily rate charged for those services claimed by the 20th of each month. Invoices shall be itemized and shall include dates of service provided for each patient, the patient's name and the name of County staff authorizing the bed hold, description of service, and the daily rate charged for that service. Upon request, Contractor shall attach the Evidence of Benefits (EOB), all progress notes, intake summary, discharge summary, and Treatment Authorization Report (TAR).

The invoice shall include the Contractor's name and remittance address, a unique invoice number, a detailed list of expenses with dollar amount, and a description to support each expense. Backup documentation shall be provided upon request. County reserves the right to terminate payment, based on eligibility status and County recommendation for transfers and/or discharge.

County shall review each billing for supporting documentation; verification of eligibility of individuals being served; dates of services and costs of services. Should there be a discrepancy on the invoice, COUNTY will notify the Contractor within fifteen (15) working days if an individual item or group of costs is being questioned. Contractor has the option of delaying the entire claim pending resolution of the cost(s). Payments of approved billing shall be made within thirty (30) days of receipt of a complete, correct, and approved billing.

To expedite payment, Contractor shall reference on their invoice the Purchase Order Number, which has been assigned to their approved contract.

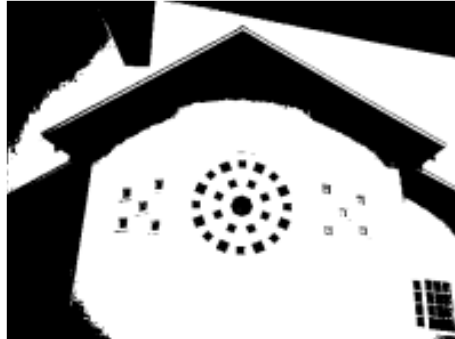
Contractor shall submit invoices to:

Health & Human Services Administration  
Attention: BH Fiscal Staff  
950 Maidu Avenue  
Nevada City, California 95959

# CPT MENTAL HEALTH REHABILITATION CENTER

P.O. BOX 339, DELHI, CA 95315

PH (209) 667-9304 FAX (209) 669-3978



## **MAIN / DBU / DIVERSION PROGRAM ADMISSION AGREEMENT Part I**

**County Mental Health**

**Date: 00/00/0000**

**THIS ADMISSION AGREEMENT AND THE ACCOMPANYING ADMISSION DOCUMENTATION IS A LEGALLY BINDING CONTRACT. PLEASE READ ALL OF IT AND BE SURE YOU UNDERSTAND ITS TERMS BEFORE SIGNING.**

Page 18 of 61  
Attachment A  
Professional Services Agreement-HHSA

# PAYMENT AGREEMENT

## DAILY RATE

With respect to payment responsibilities,

Placement cost of;

Last, First---000-00-0000-----MM-DD-YYYY shall be reimbursed as follows.  
RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$0.00 ( DOLLARS) per day.

### RATE DECREASE

At no time will a rate be decreased according to an automatic schedule. Requests for a rate decrease must be submitted in writing to the CPT Director. The Treatment Team will then review the request and must support the rate decrease based on but not limited to: the current level status of the resident, medication/treatment compliance, behavior and program progress. The Medical Director and Facility Director must approve the rate decrease. The Facility Director will then contact your agency with a decision. No rate change will be final until the Facility Director authorizes this change in writing. Effective date of reduction will be the 1<sup>st</sup> of the next month following request approval. If a Resident leaves temporarily, the holding rate for his/her room is the same as the agreed daily rate.

The signature below is of a person(s) who is authorized to enter into for this Payment Agreement.

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\_\_\_\_\_  
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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\_\_\_\_\_  
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED)  
If applicable

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

# PAYMENT AGREEMENT

## ONE ON ONE

In order to maintain some residents at this level of care one-on-one supervision is occasionally indicated. The purpose of this service is to maintain placement and reduce the probability of injury to self or others. In this facility, one-on-one supervision has to be medically indicated and approved by the staff psychiatrist. Unfortunately, such supervision cannot be provided at the basic admission rate for services. An agreement for reimbursement for one-on-one services must be established in order for this facility to be able to provide this service. CPT would explain the resident's current behavior and why one-on-one services would be indicated. One-on-one services will be provided until the need no longer exists.

With respect to payment responsibilities,

One on One supervision cost of;

Last, First----000-00-0000-----MM-DD-YYYY shall be reimbursed as follows.  
RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

## County

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Shall reimburse CPT at a rate of \$0.00 (DOLLARS) per HOUR, for 1:1 (one on one) supervision services on an "as needed" basis as determined by medical order of the CPT staff psychiatrist.

The signature below is of a person(s) who is authorized to enter into for this Payment Agreement.

PRIMARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) SIGNATURE DATE

if applicable

# PAYMENT AGREEMENT

## PHARMACY & LABORATORY SERVICES

**THIS PAGE MUST BE COMPLETED AND SIGNED BY AUTHORIZED PERSON(S) PRIOR TO ADMISSION.**

**A copy of this page will be sent to the vendors to establish services.**

**COUNTY MENTAL HEALTH** ensures that all medical insurance information (i.e., Medi-Cal or Medicare) for Last, First----000-00-0000-----MM-DD-YYYY is current /active and will be provided to California Psychiatric Transitions prior to admission. **IT IS THE RESPONSIBILITY OF THE PLACING AGENCY TO PROVIDE UP TO DATE INSURANCE INFORMATION AS IT MAY CHANGE.** If the information for Last, First----000-00-0000-----MM-DD-YYYY, is not active or not available prior to admission,

### COUNTY MENTAL HEALTH

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

**Will guarantee reimbursement of expenses incurred by:**

- **MID-VALLEY PHARMACY #PV0912**  
602 SCENIC DRIVE, MODESTO, CA 95350 PH (209) 552-7600 FAX (209) 552-7638
- **QUEST DIAGNOSTICS**  
3714 NORTHGATE BLVD. SACRAMENTO, CA 95834 PH (818)737-5444
- **CENTRAL VALLEY DIAGNOSTIC LAB #HC0163**  
31 ALEXANDER AVE. MERCED, CA 95348 PH (209)726-3846
- **BIO-REFERENCE LABORATORIES #HS0709**  
487 EDWARD H. ROSS DR. ELMWOOD PARK, NJ 07407 PH (800)229-5227
- **DIAGNOSTIC LABORATORIES ATTN CASH APPLICATIONS**  
6400 PINECREST DR. STE. 100 PLANO, TX 75024-2961 PH (877)235-0377

<b>BILLING INFORMATION</b> (Please Print)		
PLACEMENT AGENCY (Responsible Funding Source)		
MAILING ADDRESS (#/Street/Ste. City, State, Zip)		
BILLING CONTACT NAME	PHONE (EXT)	FAX
<b>ADDITIONAL CONTACT INFORMATION</b>		
CASE MANAGER NAME	PHONE (EXT)	FAX
CONSERVATOR NAME	PHONE (EXT)	FAX
<b>The signature below is of a person(s) who is authorized to enter into this Payment Agreement.</b>		
√	√	√
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	SIGNATURE	DATE
√	√	√
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable	SIGNATURE	DATE

# Addendum to Payment Agreement for Laboratory & Pharmacy Services

THIS PAGE MUST BE COMPLETED AND SIGNED BY AUTHORIZED PERSON(S) PRIOR TO  
ADMISSION.

The continuity of care is the utmost importance for the resident while residing at California Psychiatric Transitions. This may require laboratory testing for medical and psychiatric reasons.

**It is the responsibility of placing agency, conservator, and/or case manager to ensure that insurance (i.e., Medi-Cal or Medicare) information is up to date and active. All updated insurance information needs to be provided to California Psychiatric Transitions.**

If insurance coverages lapse or becomes inactive at any time, the placing agency will be responsible for any type of cost incurred by any of the following agencies:

- MID-VALLEY PHARMACY #PV0912**  
602 SCENIC DRIVE, MODESTO, CA 95350 PH (209) 552-7600 FAX (209) 552-7638
- QUEST DIAGNOSTICS**  
3714 NORTHGATE BLVD. SACRAMENTO, CA 95834 PH (818)737-5444
- CENTRAL VALLEY DIAGNOSTIC LAB #HC0163**  
31 ALEXANDER AVE. MERCED, CA 95348 PH (209)726-3846
- BIO-REFERENCE LABORATORIES #HS0709**  
487 EDWARD H. ROSS DR. ELMWOOD PARK, NJ 07407 PH (800)229-5227
- DIAGNOSTIC LABORATORIES** ATTN CASH APPLICATIONS  
6400 PINECREST DR. STE. 100 PLANO, TX 75024-2961 PH (877)235-0377
- CALIFORNIA PSYCHIATRIC TRANSITIONS**  
9226 N. Hinton Ave Delhi, CA 95315 or P.O. Box 339 Delhi, CA 95315 (209) 667-9304

<b>BILLING INFORMATION</b> (Please Print)		
PLACEMENT AGENCY (Responsible Funding Source)		
MAILING ADDRESS (#/Street/Ste. City, State, Zip)		
BILLING CONTACT NAME	PHONE (EXT)	FAX
<b>ADDITIONAL CONTACT INFORMATION</b>		
CASE MANAGER NAME	PHONE (EXT)	FAX
CONSERVATOR NAME	PHONE (EXT)	FAX
<b>The signature below is of a person(s) who is authorized to enter into this Payment Agreement.</b>		
√	√	√
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)	SIGNATURE	DATE
√	√	√
SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable	SIGNATURE	DATE

# PAYMENT AGREEMENT

## RESPONSIBILITY FOR DAMAGES

**This page MUST be completed and signed by authorized person(s) prior to admission.**

*The resident and/or representative will be billed for any damages to the facility and/or property, caused by the resident, which are not due to normal "wear and tear". Nonpayment of billed damages will be reason for discharge from this facility.*

With respect to payment responsibilities regarding any damages to the facility and/or property caused by:

Last, First---000-00-0000-----MM-DD-YYYY

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

COUNTY

FUNDING SOURCE (PRIMARY)

N/A

FUNDING SOURCE (SECONDARY) if applicable

Will reimburse California Psychiatric Transitions for any damages to the facility and/or property caused by

Last, First---000-00-0000-----MM-DD-YYYY

The placement agency will be provided with receipts and/or itemized list of damages, labor and cost of repairs. Supportive documentation may be provided upon request.

**The signature below is of a person(s) who is authorized to enter into this Payment Agreement.**

√

\_\_\_\_\_  
PRIMARY AUTHORIZED PERSON, TITLE (PRINTED)

√

\_\_\_\_\_  
SIGNATURE

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\_\_\_\_\_  
DATE

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SECONDARY AUTHORIZED PERSON, TITLE (PRINTED) if applicable

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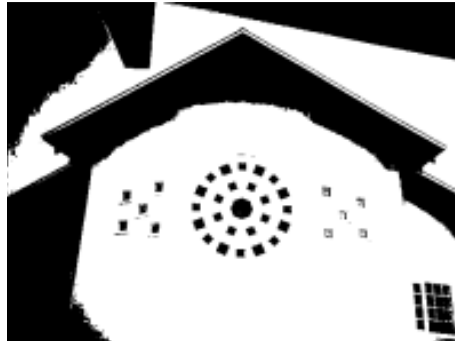
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\_\_\_\_\_  
DATE

# **CPT MENTAL HEALTH REHABILITATION CENTER**

P.O. BOX 339, DELHI, CA 95315  
PH (209) 667-9304 FAX (209) 669-3978



## **MAIN / DBU / DIVERSION PROGRAM ADMISSION AGREEMENT Part II**

**Regional Center / County Mental Health Agency**

**Date: MM/DD/YYYY**

**THIS ADMISSION AGREEMENT AND THE ACCOMPANYING ADMISSION DOCUMENTATION IS A LEGALLY BINDING CONTRACT. PLEASE READ ALL OF IT AND BE SURE YOU UNDERSTAND ITS TERMS BEFORE SIGNING.**

Page 24 of 61  
Attachment A  
Professional Services Agreement-HHSA

# MAIN / DBU / DIVERSION PROGRAM ADMISSION AGREEMENT

**PLEASE NOTE: PLACEMENT IN THIS FACILITY DOES NOT CONSTITUTE A CHANGE OF RESIDENCE FOR THE CONSUMER. THE PLACING COUNTY RETAINS RESIDENCY INCLUDING PSYCHIATRIC MEDICAL RESPONSIBILITIES.**

**Last, First----000-00-0000-----MM-DD-YYYY**

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

√

SIGNATURE

√

DATE

**Aaron Stocking Director, CPT**

CALIFORNIA PSYCHIATRIC TRANSITIONS

√

SIGNATURE

√

DATE

√

CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE

√

SIGNATURE

√

DATE

√

PLACEMENT AGENCY(S), TITLE

√

SIGNATURE

√

DATE

**Basic Services—General**

- (a) CPT shall provide, at a minimum, the following basic services; physician, nursing, pharmaceutical, and dietary services. (In accordance to Title 9, chapter 3.5 and submitted Plan of Operations for the Forensic Diversion Program).
- (b) If a service cannot be brought into CPT with regard to the health and welfare of the resident, CPT shall make necessary arrangements for transportation to and from a service location. (Examples; Non-emergency Medical Appointment, Labs or similar services with direct benefit to the resident).
- (1) Due to legal status/hold it may be necessary for CPT to employ additional services in order to maintain the safety and security of the resident in question, this cost may be in addition to the daily contractual rate.
- (2) In the event emergency services are necessary (911), CPT shall employ additional resources to insure the safety and wellbeing of the resident and staff while in the care of other healthcare providers. This cost may be in addition to the daily contractual rate.
- (c) CPT shall ensure that all orders, written by a person lawfully authorized to prescribe, shall be carried out unless contraindicated.
- (d) Each resident shall be encouraged and assisted to achieve and maintain the highest level of self-care and independence. Every effort shall be made to keep residents active, and out of bed for reasonable periods of time, except when contraindicated by physician's orders.
- (e) Each resident shall be provided with good nutrition and with necessary fluids for hydration.
- (f) The weight and height of each resident shall be taken and recorded in the resident record upon admission, and the weight shall be taken and recorded once a month thereafter.
- (g) Each resident shall be provided visual privacy during treatment and personal care.
- (h) Each resident shall be screened for tuberculosis upon admission, unless a tuberculosis screening has been completed within 90 days prior to the date of admission to CPT.
- (i) Prior to admission the following labs/tests are required; CBC with differential, VDRL, Lipid Panel with fasting (8) hours, CMP and TSH [all within 6 months and any test deemed necessary based on the safety and welfare of CPT staff and residents].
- (j) This facility honors "full code" consisting of first aid, CPR, and 911 notification for every resident.

Basic and any additional services are paid in arrears, and due upon receipt. **Medication, Medical and Psychiatric services, if not covered by insurance shall be paid by the placement agency. All discharges must have a two-week written notice to director**, unless waived by director; placement agency shall be responsible for payment of all days short of two weeks.

**DISCHARGE**

Residents discharged from this facility shall (in a planned/scheduled discharge) have all belongings, monies and appropriate medications given to responsible parties (or their representatives) at the time of discharge. In the event that the discharge is not scheduled/not planned, arrangements shall be made to return belongings to the resident's responsible party.

This facility cannot provide any services that can only be provided by law in higher levels of care such as State Psychiatric Hospitals, Health hospitals, Acute Care Psychiatric Health Facilities, serious medical conditions, etc. In addition the following will apply:

- In acute situations (as determined by the MHRC) the county shall make reasonable and timely arrangements for the transfer of the resident to an appropriate level of care.
- The discharge/transfer is necessary for the welfare of the resident and his/her needs cannot be met at this facility
- Based upon a reassessment of the Resident's needs, conducted pursuant to applicable regulations, *California Psychiatric Transitions* shall determine that the facility is not appropriate for the Resident
- The discharge/transfer is appropriate because the resident's health has improved sufficiently so that they no longer need the services of this facility
  - The safety of individuals in the facility is endangered by Resident's presence
  - The health of individuals in the facility is endangered by Resident's presence
- Payment for services have not been received within (10) days of due date
  - The facility is ceasing to operate or its use is being changed
- Reassignment of case managers or placement agencies without prior written approval from this facility
- Failure of the Resident to comply with state or local laws
- Failure of the Resident to comply with written general polices of the facility which are for the purpose of making it possible for Residents to live together.

***Residents admitted to California Psychiatric Transitions – MHRC, shall maintain their respective; LPS, conservatorship, 6500 or any other legal document, status or hold that has met the admissions criteria outlined in the Plan of Operations pursuant to (Title 9 Chapter 3.5). Any change, lapse, alteration, or discontinued condition of the resident's legal status without reasonable prior notification to California Psychiatric Transitions may be grounds for immediate discharge. It is the sole responsibility of the placing agency, county or governing body to notify and update California Psychiatric Transitions, of any changes as to the legal status of the resident. Failure to do so may result in immediate discharge of the resident.***

## **VISITING POLICY**

Visiting hours are between 11:30am and 2:00pm daily. If any of the Resident's guests fail to abide by the Facility's rules for visitors, the Resident and Responsible Party or Agent agree, upon the Facility's request, to arrange for the prompt removal of such visitors from the Facility.

## **NOTICE OF RATE CHANGE**

If rates are increased, the Resident or LEGAL REPRESENTATIVE will be given at least 30 days written notice of the change.

***CALIFORNIA PSYCHIATRIC TRANSITIONS*** is not responsible for any cash resources, valuables or personal property brought into the facility unless these items are delivered to the Director for safeguarding. **CPT shall not be financially responsible for any artificial or prosthetic devise. {Dentures, contact lenses, hearing aids etc.} [See P&P Artificial & Prosthetic Devise].**

# HOUSE RULES

<b>1</b>	Residents of California Psychiatric Transitions (CPT) shall not carry, keep or store <b>any</b> medication while at CPT. All medications, prescribed and over the counter medications (i.e. cough suppressants, nasal inhalers, pain medications, etc.), will be kept and dispensed by designated facility personnel. All medications must be taken as prescribed by the method prescribed (i.e. as a pill, as a liquid, crushed & mixed with applesauce, by mouth, by intra muscular injection, etc).
<b>2</b>	Residents are not permitted to smoke <u>inside</u> the center and where “No Smoking” signs are posted. Residents are permitted to smoke only at designated times in the designated areas that are under the periodic observation of CPT staff. Staff will show you where the designated smoking areas are located. <small>NOTE: Article 7, Physical Plant TITLE 9, DIVISION 1 — DEPARTMENT OF MENTAL HEALTH § 787.00. Fire Safety. Authority cited: Sections 5675 and 5768, Welfare and Institutions Code; Section 3 of Chapter 678 of the Statutes of 1994. Reference: Sections 5675 and 5768, Welfare and Institutions Code.</small>
<b>3</b>	Any alcohol, stimulants, illicit substances, or “drug related paraphernalia” are prohibited on facility property. The use of alcohol, stimulants or illicit substances is prohibited.
<b>4</b>	No resident may be in the possession of property belonging to another resident without first obtaining permission from both the owner of the property and the treatment team.
<b>5</b>	This facility discourages sexual activity among residents in order to protect residents from sexual exploitation. No resident may be in any other resident’s room. Resident’s cannot have visitors in their assigned rooms without the express permission of the facility director. The director or staff may enter resident’s room with or without previous notice. Toilet and shower/bath rooms are limited to one resident at a time. All residents are only allowed to sleep in their assigned beds.
<b>6</b>	All residents are expected to maintain proper grooming and hygiene. Assistance with routine ADL skills will be provided for those residents requiring such assistance. Shoes or sandals must be worn when outside facility buildings. Eligibility for non-essential service outings shall be partially dependent upon satisfactory completion of ADL’s.
<b>7</b>	All residents and staff are expected to use language and behavior that is neither abusive, threatening nor inappropriate to others.
<b>8</b>	All visits are to be scheduled. Visiting hours are between the hours of 11:30 AM and 2:00 PM daily. All visitors must sign in our guest book.
<b>9</b>	Between the hours of dusk to dawn, for protection and safety, all residents must be inside or within a 30 foot perimeter of the residential buildings unless accompanied by staff or if previous arrangements have been made with facility director. All residents on Standing Passes (unsupervised outings into the community) are to sign out prior to leaving on standing passes and sign in upon returning. Destination and duration of the standing pass outings must be clearly stated on the sign out sheet. Residents on standing passes must have met their daily group and ADL requirements prior to being allowed to go on standing passes. Standing passes (unsupervised outings into the community) must be approved by the facility director (or designee).

<b>10</b>	All residents are expected to willingly, with minimal prompts, participate in their rehabilitation by active contribution to the development of their treatment plans and in scheduled program activities.
<b>11</b>	Telephone calls should be limited to reasonable hours and duration. A pay telephone is available to residents.
<b>12</b>	Mail will be delivered to residents on the day it arrives, after it has been sorted and not during group times. Mail is not delivered on Saturdays, Sundays, and holidays. CPT may cover the postage cost of regular class mail at a rate not to exceed one letter per resident per day.

13	Residents and staff may not make any purchases for other residents without the prior consent of treatment team.
14	Residents and staff may not trade, give or sell any items to other residents or staff without prior administrative approval. No perishable food items may be stored in any of the bedrooms. Facility refrigerators may not be used to store resident's personal food or drink items.
15	All residents funds are to be kept in the resident trust account. Funds can be signed out to residents as appropriate needs arise.
16	The resident (or representative) shall be billed for any damages to the facility or property, caused by the resident, that is not due to normal "wear and tear". Non payment of billed damages shall be reason for discharge from this facility.
17	The facility attempts to provide a secure environment by reducing potential stressors such as violent television/video programs, poster, pictures or magazines that promote violence, pornography, military or survivalist items, clothing that promotes the use of illicit drugs or alcohol, etc.
RESIDENT SIGNATURE & DATE	CPT STAFF SIGNATURE & DATE.
PLACEMENT AGENCY SIGNATURE & DATE	CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

**Rules subject to change as deemed appropriate by the facility director.**

\*653x. (a) Any person who telephones the 911 emergency line with the intent to annoy or harass another person is guilty of a misdemeanor punishable by a fine of not more than one thousand dollars (\$1,000), by imprisonment in a county jail for not more than six months, or by both the fine and imprisonment. Nothing in this section shall apply to telephone calls made in good faith.

(b) An intent to annoy or harass is established by proof of repeated calls over a period of time, however short, that are unreasonable under the circumstances.

(c) Upon conviction of a violation of this section, a person also shall be liable for all reasonable costs incurred by any unnecessary emergency response.

## ACKNOWLEDGEMENT OF AUTHORIZED COMMUNICATION(S)

California Psychiatric Transitions is frequently contacted by outside sources regarding the residents; i.e. relatives, friends, previous placements, etc. In an effort to provide therapeutic support as well as absolute confidentiality regarding, **Last, First---000-00-0000-----MM-DD-YYYY**, please assist us by providing us the name(s), relationship and any pertinent information of individuals/agencies that CPT has permission to speak with regarding this resident. We also ask that you provide any names of individuals/agencies who are NOT okay to speak with.

**RE:** Last, First---000-00-0000-----MM-DD-YYYY  
RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

**FROM:** County/Regional Center  
RESPONSIBLE PLACING AGENCY

### APPROVED CONTACTS FOR, **Last, First---000-00-0000-----MM-DD-YYYY:**

Name (Please Print)	Relationship to CPT Res	*Comment(s)

### Please **DO NOT** share information with the following contact(s) without further consent:

Name (Please Print)	Relationship to CPT Res	*Comment(s)

The signature(s) below is of a person(s) who can legally authorize contacts.

√
√
√

CONSERVATOR OR AUTHORIZED REPRESENTATIVE, TITLE (PRINTED)                      SIGNATURE                      DATE

√
√
√

CASE MANAGEMENT, TITLE (PRINTED)                      SIGNATURE                      DATE

# TRUST FUND AUTHORIZATION

**This page authorizes CPT to deposit resident funds into a CPT resident trust account.**

**1.**

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
DATE

**2.**

\_\_\_\_\_  
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

\_\_\_\_\_  
DATE

**3.**

\_\_\_\_\_  
CPT STAFF SIGNATURE

\_\_\_\_\_  
DATE

**4.**

\_\_\_\_\_  
PLACEMENT AGENCY SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

## INFORMED CONSENT

This document is to provide information to the resident regarding medications and treatment. The resident shall be advised of the expected benefits and potential side effects of any new or added or discontinued medication or treatment. These medications are intended to assist the resident in regaining thought processing abilities and lower acute anxiety and/or agitation. Some medications may require several doses to attain maximum benefits, other medications are immediately effective. Most often, side effects of psychotropic drugs fade during continued treatment. Side effects may or may not include; indigestion, nausea, vomiting, diarrhea, constipation, unsteadiness, dizziness, alteration in blood counts, liver function alteration or skin rash. Some medications affect body weight, can initiate tremors, headache, depression, unusual excitement, or irritability. Every effort is made to gain maximum benefit at the lowest dose possible while minimizing discomfort and side effects to improve the likelihood of long term compliance. All psychotropic, with the exception of Clozaril may cause tardive dyskinesia. As with all medications, there are numerous side effects other than those listed here. In specific cases the doctor will indicate the drug and side effects and counsel the resident and/or authorized legal representative directly.

In the event a change in medication or treatment is necessary an Informed Consent for Medication/Treatment form shall be processed, authorized and signed for each and every event as it occurs.

The undersigned hereby acknowledges and authorizes California Psychiatric Transitions Informed Consent procedures.

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
RESIDENT AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

\_\_\_\_\_  
STAFF SIGNATURE

\_\_\_\_\_  
HOSPITAL AGENCY SIGNATURE AND TITLE



# AUTHORIZATION FOR PHOTOGRAPH / VIDEO TAPE

I, GIVE PERMISSION FOR CALIFORNIA PSYCHIATRIC TRANSITIONS TO  
TAKE AND HAVE IN THEIR FILE, PHOTOGRAPHS, AND/OR VIDEO TAPE OF THIS  
RESIDENT TO BE USED FOR ADMINISTRATIVE IDENTIFICATION PURPOSES.

THANK YOU

1.

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
DATE

2.

\_\_\_\_\_  
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

\_\_\_\_\_  
DATE

3.

\_\_\_\_\_  
CPT STAFF SIGNATURE

\_\_\_\_\_  
DATE

4.

\_\_\_\_\_  
PLACEMENT AGENCY SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

**AUTHORIZATION FOR MEDI-CAL /  
MEDICARE INFORMATION**

**DATE:** \_\_\_\_\_

**PERMISSION IS HEREBY GRANTED FOR CALIFORNIA PSYCHIATRIC TRANSITIONS TO  
COLLECT ALL INFORMATION PERTAINING TO THE MEDI-CAL COVERAGE REGARDING**

**Last, First----000-00-0000-----MM-DD-YYYY**

RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

**THANK YOU**

**1.**

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
DATE

**2.**

\_\_\_\_\_  
CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

\_\_\_\_\_  
DATE

**3.**

\_\_\_\_\_  
CPT STAFF SIGNATURE

\_\_\_\_\_  
DATE

**4.**

\_\_\_\_\_  
PLACEMENT AGENCY SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

# CONSENT/AUTHORIZATION FOR RELEASE OF MEDICAL INFORMATION

As the Resident, Conservator, Agency Representative or Legal Guardian, I hereby give consent to **California Psychiatric Transitions** to obtain medical information from any health or psychiatric care agency providing service to this person during their residency at **California Psychiatric Transitions**.

1.

RESIDENT SIGNATURE

DATE

2.

CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE

DATE

3.

CPT STAFF SIGNATURE

DATE

4.

PLACEMENT AGENCY SIGNATURE AND TITLE

DATE

## RIGHTS FOR INDIVIDUALS IN MENTAL HEALTH FACILITIES HANDBOOK

Admitted Under the Lanterman-Petris-Short Act

### HOW TO REACH YOUR PATIENTS' RIGHTS ADVOCATE

If you have any questions or would like to make a complaint about a possible violation of your rights, please call the advocacy office listed on the back cover of this handbook.

Patients' rights law is composed of a complex and evolving system of statutes, regulations, and court decisions. This handbook should be considered a guide, but it may not accurately reflect all the rights available to persons at all times.

The person in charge of the facility in which you are receiving treatment is responsible for ensuring that all your rights in this handbook are protected. You should be informed of your rights in a language and a manner that you can understand.

- On admission to the facility
- When there is a change in your legal status
- When you are transferred to another unit or facility
- At least once a year

If you believe that your rights may have been denied or violated, please contact your patients' rights advocate, even if your situation is not specifically covered in this handbook.

### INTRODUCTION

If you are receiving, either voluntarily or involuntarily, mental health services in one of the facilities listed below, you have the rights outlined in this handbook. Your rights may vary depending on your legal status or the type of facility you reside in. *Your rights may **not** be waived by your parent, guardian, or conservator.*

State Hospital

Acute Psychiatric Hospital

Psychiatric Unit of General Acute Care Hospital

Skilled Nursing Facility/IMD

Licensed Group Home

Adult Residential Facility

Licensed Family Home

Adult Day Care Facility

Psychiatric Health Facility

Mental Health Rehabilitation Center

Community Treatment Facility

23-Hour Treatment Facility

You cannot be asked to give up any of your rights or threatened into giving them up as a condition of admission or for receiving treatment; however, you may not choose not to exercise a specific right.

### ACCESS TO THE PATIENTS' RIGHTS ADVOCATE

You have the right to see a patients' rights advocate who has no clinical or administrative responsibility for your mental health treatment and to receive his or her services. Your advocate's name and telephone number are located on the back cover of this handbook.

You have the right to contact the patients' rights advocate at any time. The facility where you are staying will provide you with assistance to ensure that you can exercise the right. You have the right to communicate with and to receive visits privately from your patients' right advocate or attorney.

### WHAT IF YOU HAVE A COMPLAINT

You have the right to complain about your living conditions, any physical or verbal abuse, any threats or acts of cruelty, or your treatment in the facility without being punished for voicing such complaints.

The patients' right advocate is responsible for investigating and trying to resolve complaints about your rights. If the advocate is unable to help you with your concern, your complaint may be referred, with your permission, to another agency that can assist you.

If you are dissatisfied with the advocate's response to your complaint about your rights, your complaint may be referred to the facility director or to your local mental health director on your request.

### RIGHTS WHILE YOU ARE INVOLUNTARILY DETAINED

The following text provides information about being involuntarily detained.

#### 72-Hour Hold of "5150"

When a person, as a result of a mental disorder, is a danger to himself/herself or others or is gravely disabled, a peace officer, a member of the attending staff, or another professional person designated by the county may with probable cause take the person into custody and place him or her in a facility for a 72-hour treatment and evaluation.

The facility shall require a written application stating the circumstances under which there is a probable cause to believe that a person is, as a result of a mental disorder, a danger to himself/herself or others or is gravely disabled. If the probable cause is based on the statement of a person other than a police officer, a member of the attending staff, or a professional person, this person shall be liable in a civil action for intentionally giving a statement that he or she knows to be false.

If you were brought into a mental health facility against your will because you were considered to be a danger to yourself, a danger to others, or gravely disabled because of a mental disorder, you may be held up to 72 hours for treatment and evaluation unless the person in charge can establish that you need an additional 14 days of mental health treatment (*Welfare and Institutions Code Sections 5150 and 5250*).

#### **14-Day Certification for Intensive Treatment or “5250”**

If a person is detained for 72 hours under the provisions of Section 5150 of the *Welfare and Institutions Code* and has received an evaluation, he or she may be certified for not more than 14 days of intensive treatment related to a mental disorder or an impairment by chronic alcoholism under the following conditions:

- The professional staff of the facility that provides evaluation services has analyzed the person’s condition and has found that the person is a danger to himself/herself or others or is gravely disabled.
- The person has been advised of the need for, but has not been willing or able to accept, treatment on a voluntary basis.

If you are held beyond 72 hours, you have the right to remain in the hospital for voluntary treatment. If you do not wish to stay voluntarily treatment. If you do not wish to stay voluntarily, you will automatically be scheduled for a certification review hearing, which will occur at the facility where you are staying within four days of the end of your 72-hour hold. You may be represented at this hearing by a patients’ rights advocate or another person of your choice. You can also request to have family members or someone of your choice at the hearing to help explain your circumstances (*Welfare and Institutions Code 5250*). If you want your advocate or facility staff member to telephone someone for you, make this request before the hearing.

#### **\*Helpful Hint**

If you request a writ of habeas corpus, you give up your right to have a certification hearing. Talk to your advocate for more details about how the writ process works.

#### **Re-certification for Intensive Treatment of “5260”**

If during the 14-day certification you attempted or threatened to take your own life and if you remain an imminent threat of taking your life, your doctor may place you on an additional 14-day hold, which is known as a re-certification. You have the right to request a writ of habeas corpus. **Please note that no hearing will take place for this hold** (*Welfare and Institutions Code Section 5260*).

#### **Additional 30-Day Hold or “5270.1”**

In some counties, after you have completed a 14-day period of treatment, you may be held for an additional 30 days if your doctor determines that you remain gravely disabled and you are unwilling to accept voluntary treatment. Another certification hearing will automatically be held. You have the right to have a patients’ rights advocate assist you at the hearing. You also have the right to request a writ of habeas corpus at any time during this period and to have a patients’ rights advocate or attorney assist you at the hearing (*Welfare and Institutions Code Section 5270.1*).

#### **Post Certification for Dangerousness or “5300 et. al.”**

If sufficient reason exists at the end of the 14-day certification to believe that you are a danger to others because of a mental disorder, the person who is in charge of the facility may petition the court to require you to remain in the facility for further treatment. This treatment is not to exceed 180 days. You have the right to representation by an attorney and to a jury trial (*Welfare and Institutions Code Section 5300 et. al.*).

#### **Temporary Conservatorship**

If the person in charge of the facility where you are staying believes that you may benefit from the services of a conservator because you remain *gravely disabled*, you may be placed on a temporary conservatorship (T-con) for up to 30 days. At the end of 30 days, a hearing will be held to determine whether you remain gravely disabled and whether and whether a one-year conservatorship will be necessary. Your advocate or attorney can assist you with the conservatorship hearing process (*Welfare and Institutions Code Section 5352.1*).

#### **CONFIDENTIALITY**

Your record is confidential and can be released only to you or people who are involved in providing you with medical or psychiatric services, except under court order, or as provided by law. However, other specific people may be given access to your records whenever you, your guardian, or your conservator gives express consent by signing a form that authorizes the release of information.

You must also be informed of your right to have or to not have other persons notified if you are hospitalized.

#### **MEDICAL TREATMENT**

While you are staying in a facility, you have the right to prompt medical care and treatment.

#### **\*Helpful Hints**

- If you don’t feel well or are in pain, let your doctor or a treatment staff member know right away.
- If you have any question about your treatment, talk to your doctor or a treatment staff member or ask your advocate to help you.

#### **RIGHT TO REFUSE TREATMENT**

##### **Voluntary Patients**

You can refuse any type of medical or mental health treatment, including medications, unless the situation is an emergency (see the “Definitions” section of this handbook for *emergency treatment*).

##### **Involuntary Patients**

You have the right to refuse medical treatment or treatment with medications (except in an emergency) unless a capacity hearing is held and a hearing officer or a judge finds that you do not have the capacity to consent to or refuse treatment. The advocate or public defender can assist you with this matter.

### **Conservatees**

If you are on conservatorship and the judge has granted your conservator power to make mental health treatment decisions, you no longer have the right to consent to or refuse treatment. You should talk with your advocate or attorney for more information. In addition, in some cases, a judge may allow a patient on conservatorship to retain the right to consent to or refuse medical treatment.

### **All Patients**

You have the right to refuse to take part in any research project or medical experiment. You also have the right to refuse electroconvulsive treatment (ECT) or any form of convulsive therapy. However, if a court has determined that you lack the capacity to make this decision, then ECT may be given *without* your consent. An advocate or a public defender can assist you with the hearing process (*Welfare and Institutions Code Section 5326.7*).

## **MEDICATIONS AND THE INFORMED CONSENT PROCESS**

### **Voluntary Patients**

If you are a voluntary adult patient, you have the right to consent to or refuse taking antipsychotic medications (except in an emergency). You may be treated with antipsychotic medications only after the hospital has completed the *informed consent* process.

### **Involuntary Patients**

If you are being detained against your will, you have the right to refuse treatment with antipsychotic medications *unless the situation is an emergency or a hearing officer or a judge has determined that you are incapable of making this decision.*

\*Helpful Hint

If your medication interferes with your ability to participate in daily activities or has other unpleasant side effects, let your doctor know.

### **The Informed Consent Process**

Before you give your consent to take any antipsychotic medication, your doctor must first explain to you the following:

1. The reasons for your taking this medication and the benefits that you can expect
2. Your right to withdraw your consent at any time
3. The type and the amount of medication and how often you must take it
4. The common side effects from taking the medication, the effects that you are most likely to experience, and for how long the doctor believes you will need to take the medication
5. Alternative treatments that are available (if any)
6. The potential long-term side effects of taking the medication

\*Helpful Hint

If you are asked to consent to taking medications without being given a full explanation, talk to your advocate.

### **CAPACITY HEARING FOR MEDICATIONS**

A capacity hearing, which is also called a Riese Hearing, may be held to determine whether you may or may not refuse treatment with medications. The capacity hearing will be conducted by a hearing officer at the facility where you are receiving treatment or by a judge in court. The hearing officer will determine whether you have the capacity to consent to or refuse medication as a form of treatment.

You have the right to be represented at the capacity hearing by an advocate or by an attorney. Your representative will help you prepare for the hearing and will answer your questions or discuss concerns that you may have about the hearing process.

If you disagree with the capacity hearing decision, you may appeal the decision to a superior court or to a court of appeal. Your patients' rights advocate or attorney can assist you with filing an appeal.

\*Helpful Hint

If you have any questions about your right to consent to or refuse medications or about the capacity hearing process, talk to your patients' rights advocate or the public defender.

### **RIGHTS THAT CANNOT BE DENIED**

Persons with mental illness have the same legal rights and responsibilities that are guaranteed all other persons by the federal and state constitution and laws unless specifically limited by federal or state laws and regulations (*Welfare and Institutions Code Section 5325.1*).

### **The Right to Humane Care**

You have the right to dignity, privacy, and human care. You also have the right to treatment services that promote your potential to function independently. Treatment must be provided in ways that are least restrictive to you.

\*Helpful Hints

- If you feel that your treatment is too restrictive, talk to your doctor and find out how your treatment can be changed.
- You can also talk to the patients' rights advocate or file a complaint.

### **The Right to Be Free from Abuse or Neglect**

You have the right to be free from abuse, neglect or harm, including unnecessary or excessive physical restraint, isolation, or medication. Medication shall not be used as punishment, for the convenience of staff, as a substitute for treatment, or in quantities that interfere with the treatment program. You also have the right to be free from hazardous procedures.

**\*Helpful Hint**

If you believe that you have suffered abuse or neglect in the facility or feel that your treatment is more restrictive than necessary, talk to your advocate or let a staff member know.

**The Right to Social Activities and Recreation**

You have the right to social interaction and participation in activities within the community or within the facility if you are hospitalized.  
You have the right to physical exercise and recreational opportunities.

**The Right to Education**

You have the right to participate in appropriate programs of publically supported education.

**The Right to Religious Freedom and Practice**

You have the right to religious freedom and practice.

**\*Helpful Hint**

Your right to practice your religion cannot be denied by anyone. You may not be pressured in any way to participate in religious practices, and you do not have to accept a visit from a clergyman of any religion unless you want to. As soon as possible after you are admitted to a facility, you should let the staff know whether you have any special religious needs.

**The Right to Be Free from Discrimination**

You have the right to receive mental health services without discrimination on the basis of race, color, religious, sex, national origin, ancestry, age, marital status, physical or mental disability, medical condition, or sexual orientation.

**\*Helpful Hint**

Talk with a staff member or your advocate if you have any concerns about discrimination.

**RIGHTS THAT MAY BE DENIED WITH GOOD CAUSE**

Unless the facility's staff and the doctor have good cause to do so, you cannot be denied any of the following rights:

**Clothing**

You have the right to wear your own clothes (except as prohibited by law in some state hospitals).

**Money**

You have the right to keep and be allowed to spend a reasonable sum of your own money or personal funds for canteen expenses and small purchases.

**Visitors**

You have the right to see visitors each day.

**\*Helpful Hint**

Please check with the facility where you are staying for more details on visiting times and policies.

**Storage Space**

You have the right to have access to storage space for your personal belongings.

**Personal Possessions**

You have the right to keep and use your own personal possessions, including your own toilet articles.

**Telephone**

You have the right to have reasonable access to a telephone both to make and receive confidential calls or to have such calls made for you.

**\*Helpful Hint**

If telephones are not placed where you can make private phone calls, ask a facility staff member whether you can have privacy when making your call.

**Mail**

You have the right to receive mail and unopened correspondence.

**Writing Materials**

You have the right to have letter-writing materials, including stamps, made available to you.

**GOOD CAUSE**

*Good cause* for denying any of the rights means that the professional person in charge has a good reason to believe that allowing a specific right would cause:

1. Injury to that person or others; or
2. A serious infringement on the rights of others; or
3. Serious damage to the facility;

**And** there is no less restrictive way to protect against those occurrences.

Your rights cannot be denied as a condition of admission, a privilege to be earned, a punishment, a convenience to staff, or a part of a treatment program. A denial of a right can be made only by the person authorized by law or regulation to do so, and this denial must be noted in your treatment record. If one of your

rights is going to be denied, a staff member must inform you. Any denial of a right must be reviewed on a regular and ongoing basis. Once good cause no longer exists, your right(s) must be restored.

\*Helpful Hint

If you feel that you have had a right unfairly denied or you would like a right restored, you can talk to your advocate or a staff member or file a complaint.

## DEFINITIONS

**Advocate.** The person mandated by state law to ensure that mental health patients maintain their statutory and constitutional rights.

**Antipsychotic Medication.** Any medication that is customarily prescribe for the treatment of mental disorders, emotional disorders, or both.

**Capacity.** A determination of whether a person is:

- Aware of his or her situation;
- Able to understand the risks, benefits, and alternatives to the proposed treatment; and,
- Able to understand and knowingly and intelligently evaluate information as it concerns giving consent and to otherwise use rational thought processes to participate in treatment decisions.

**Conservator.** A person who is appointed by a court to take care of a patient, his or her property, or both when the patient is considered to be gravely disabled as a result of a mental disorder or an impairment by chronic alcoholism. A conservator may be a public agency representative or a private person. A conservator may make decisions about a patient's treatment, placement, and finances.

**Emergency Treatment.** A situation in which action to impose treatment over a person's objection is immediately necessary for the preservation of life or the preservation of serious bodily harm to the patient or to others and it is impractical to first gain consent from the patient.

**Gravely Disabled.** A person who is unable, by reason of a mental disorder, to provide for his or her own food, clothing, or shelter. A person is not gravely disabled if someone else is willing and able to provide these basic necessities.

**Hearing Officer.** A superior court judge, a court-appointed commissioner or referee, or a court-appointed hearing officer who makes decisions in mental health certification review and capacity hearings.

**Imminent.** About to happen or ready to take place.

**Informed Consent.** A process by which a patient is informed of any antipsychotic medications that have been prescribed to him or her and the patient's consent is obtained. The informed consent form states that the patient was informed about the prescribed medication(s), including the type of medication, the quantity, the benefits or side effects of the medication, and the other forms of treatment that are available. The mental health facility is also required to keep the signed consent form in the patient's record.

**Petition for Writ of Habeas Corpus.** A legal request for release from a facility or an institution that a patient can file himself or herself or with the help of an attorney, an advocate, or a facility staff member. If accepted, the writ will entitle a patient to a hearing in a superior court.

**Probable Cause.** The amount of evidence that justifies issuing a 14-day certification. The mental health facility must establish specific facts that would reasonably lead someone to believe that a person is dangerous to himself, herself, or others or is gravely disabled.

### Merced County Patients' Rights Advocate Address and Telephone Number

300 E. 15<sup>th</sup> Street  
Merced, CA 95340  
(209) 381-6876  
(800) 736-5809

### If you are unable to reach your patients' rights advocate you may contact:

Office of Patients' Rights (916) 575-1610  
Office of Human Rights (916) 654-2327

# CPT CONTRABAND LIST

The following is a list of items that are not allowed in the facility, along with items that will be secured with client accessibility during designated times. This safety protocol will be implemented facility wide.

## **Restricted Items:**

- Illicit Drugs
- Glass Products
- Pepper Spray
- Matches/Lighters
- Solid Red or Blue Clothing (Forensic Program)
- Compact Glass Mirrors
- Loose Tobacco
- Electronic Devices with recording capabilities
- Cell phones
- Alcohol/Alcohol based Products
- Knives
- Explosives
- Weapons
- Televisions (Smart type w/ Internet capabilities)
- Metal Nail Files
- Loose weights/dumb bell style
- Fingernail/Toenail Clippers

## **Accessible Items that will be secured:**

- Nail Polish/Remover
- Needles (Arts/Crafts Type)
- Hair Curlers
- Hair Dryers
- Curling Irons/Flat Irons
- Access to cash in the amount of \$ 25.00
- Televisions
- Razors

\*The accessible items that will be secured may not be restricted absent a showing of good cause, documented in the resident's record and approved by Dr. Hackett and/or Dr. Turpin or their designee.

## DISTRIBUTION OF AGREEMENT

COMPLETE THE APPROPRIATE SECTION, EITHER SECTION 1 & 2 OR SECTION 3 & 4, DO NOT COMPLETE BOTH

### SECTION 1 & 2

Last, First----000-00-0000-----MM-DD-YYYY

Has received a copy of this completed admission agreement as indicated by signature below.

1.

\_\_\_\_\_  
RESIDENT SIGNATURE

\_\_\_\_\_  
DATE

2.

\_\_\_\_\_  
CPT STAFF SIGNATURE

\_\_\_\_\_  
DATE

### SECTION 3 & 4

Last, First----000-00-0000-----MM-DD-YYYY

Has chosen not to sign for a copy of this admissions agreement as evidenced by the staff signature and witness signature below.

3.

\_\_\_\_\_  
CPT STAFF SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

4.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

# California Psychiatric Transitions

## Notice of Privacy Practices

**THIS NOTICE DESCRIBES HOW HEALTH INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.**

**PLEASE REVIEW IT CAREFULLY. THE PRIVACY OF YOUR HEALTH INFORMATION IS IMPORTANT TO US.**

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### **OUR LEGAL DUTY**

We are required by applicable federal and state law to maintain the privacy of your health information. We are also required to give you this Notice about our privacy practices, our legal duties, and your rights concerning your health information. We must follow the privacy practices that are described in this Notice while it is in effect. This Notice takes effect April 14, 2003, and will remain in effect until we replace it.

We reserve the right to change our privacy practices and the terms of this Notice at a time, provided such changes are permitted by applicable law. We reserve the right to make the changes in our privacy practices and the new terms of our Notice effective for all health information that we maintain, including health information we created or received before we made changes. Before we make significant changes in our privacy practices, we will change this Notice and make the new Notice available upon request.

You may request a copy of our Notice at any time. For more information about our privacy practices, or for additional copies of this Notice, please contact us using the information listed at the end of this Notice.

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### **USES AND DISCLOSURES OF HEALTH INFORMATION**

We use and disclose health information about you for treatment, payment, and healthcare operations. For example:

**Treatment:** We may use or disclose your health information to a physician or other healthcare provider providing treatment to you.

**Payment:** We may use and disclose your health information to obtain payment for services we provide to you.

**Healthcare Operations:** We may use and disclose your health information for treatment, payment or healthcare operations, and you may give us written authorization to use or disclose your health information to anyone for any purpose. If you give us an authorization, you may revoke it in writing at any time. Your revocation will not affect any use or disclosures permitted by your authorization while it was in effect. Unless you give us a written authorization, we cannot use or disclose your health information for any reason except those described in this Notice.

**To Your Family and Friends:** We must disclose your health information to you, as described in the Patient Rights section of this Notice. We may disclose your health information to a family member, friend, or other person to the extent necessary to help with your healthcare or with payment for your healthcare, but only if you agree that we may do so.

**Persons Involved in Care:** We may use or disclose health information to notify, or assist in the notification of (including identifying or locating) a family member, your personal representative or another person responsible for your care, of your location, your general condition, or death. If you are present, then prior to use or disclosure of your health information, we will provide you with and opportunity to object to such uses or disclosures. In the event of your incapacity or emergency circumstances, we will disclose health information based on a determination using our professional judgment disclosing only health information that is directly relevant to the person's involvement in your healthcare. We will also use our professional judgment and our experience with common practice to make reasonable inferences of your best interest in allowing a person to pick up filled prescriptions, medical supplies, x-rays, or other similar forms of health information.

Marketing Health-Related Services: We will not use your health information for marketing communications without your written authorization.

Required by Law: We may use or disclose your health information when we are required to do so by law.

Abuse or Neglect: We may disclose your health information to appropriate authorities if we reasonably believe that you are a possible victim of abuse, neglect, or domestic violence or the possible victim of other crimes. We may disclose your health information to the extent necessary to avert a serious threat to your health or safety or the health or safety of others.

National Security: We may disclose to the military authorities the health information of Armed Forces personnel under certain circumstances. We may disclose to authorized federal officials; health information required for lawful intelligence, counterintelligence, and other national security activities. We may disclose to a correctional institution or law enforcement official having lawful custody of protected health information of inmate or patient under certain circumstances.

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### PATIENT RIGHTS

**Access: You have the right to look at or get copies of your health information, with limited exceptions. (You complete a medical records release form to obtain access to your health information. You may obtain a form by using the contact information listed at the end of this Notice. We will charge you a reasonable cost-based fee for expenses such as copies and staff time. If you request copies, we will charge you a minimum of \$30.00 or \$2.50 for each page after (12) twelve pages for staff time to locate and copy your health information, and postage if you want the copies mailed to you. Contact us using the information listed at the end of this Notice for a full explanation of our fee structure.)**

Disclosure Accounting: You have a right to receive a list of instances in which our business associates or we disclosed your health information for purposes other than treatment, payment, healthcare operations and certain other activities, for the last 6 years, but not before April 15, 2003. If you request this accounting more than once in a 12-month period, we may charge you a reasonable, cost-based fee for responding to these additional requests.

Restriction: You have the right to request that we place additional restrictions on our use or disclosure of your health information. We are not required to agree to these additional restrictions, but if we do, we will abide by our agreement (except in an emergency).

Alternative Communication: You have the right to request that we communicate with you about your health information by alternative means or to alternative locations. **{You must make your request in writing.}** Your request must specify the alternative means or location, and provide satisfactory explanation how payments will be handled under the alternative means or location you request.

Amendment: You have the right to request that we amend your health information. (Your request must be in writing, and it must explain why the information should be amended.) We may deny your request under certain circumstances.

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**Aaron Stocking, Director**  
California Psychiatric Transitions  
P.O. Box 339  
Delhi, CA 95315  
Phone: (209) 667-9304  
Fax: (209) 669-3978

**CALIFORNIA PSYCHIATRIC TRANSITIONS**  
**MENTAL HEALTH REHABILITATION CENTER**  
**P.O. Box 339, Delhi, CA 95315**

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As part of the federal Health Insurance Portability and Accountability Act of 1996, known as HIPAA, California Psychiatric Transitions has created this Notice of Privacy Practices. This Notice describes California Psychiatric Transitions' privacy practices and the rights to you, the individual; have as they relate to the privacy of your Protected Health Information (PHI). Your PHI is information about you, or that could be used to identify you, as it relates to your past and present physical and mental health care services. The HIPAA regulations require that California Psychiatric Transitions protect the privacy of your PHI that we have received or created.

**Acknowledgement of Receipt of Notice of Privacy Practices**

California Psychiatric Transitions  
P.O. Box 339  
Delhi, CA 95315

I hereby acknowledge that I received a copy of California Psychiatric Transitions' Notice of Privacy Practices. I further acknowledge that a copy of the current notice will be posted in the reception area, and that I will be offered a copy of the Notice of Privacy Practices should there be any amendments.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

**If not signed by the person receiving services, please indicate:**

Relationship:

- Parent or Guardian of Minor.
- Legal Authorized Representative or Conservator of an adult receiving services.
- Beneficiary or personal representative of a person having received services.

Name of person receiving services: **Last, First----000-00-0000-----MM-DD-YYYY**

**REFUSED TO SIGN**      **Date:** \_\_\_\_\_

**ADDENDUM TO THE  
CALIFORNIA PSYCHIATRIC TRANSITIONS  
MENTAL HEALTH REHABILITATION CENTER (MHRC)  
ADMISSION AGREEMENT**

**RE:** Last, First---000-00-0000-----MM-DD-YYYY  
RESIDENT NAME-----SOCIAL SECURITY NUMBER-----DATE OF BIRTH

**FROM:** County/Regional Center  
RESPONSIBLE PLACING AGENCY

WHEREAS, California Psychiatric Transitions Mental Health Rehabilitation Center ("CPT") and \_\_\_\_\_ ("Placement Agency") entered into that certain written Admission Agreement, dated \_\_\_\_\_ ("Admission Agreement") for purposes of providing mental health rehabilitation services, including medical monitoring and routine health care, to the aforementioned Resident. The undersigned, being all of the parties to the foregoing Admission Agreement, by their respective signatures hereby acknowledge and agree as follows:

1. Placement Agency Representations and Warranty: The Placement Agency hereby represents and warrants to CPT the following:
  - 1.1 Placement Agency has shared with CPT all available information about Resident, including relevant social, medical and educational history, behavior problems, court involvement and other specific characteristics of Resident before placement with CPT and shall promptly share additional information to CPT when obtained.
  - 1.2 Placement Agency has conducted a background check of Resident and has provided written notice to CPT if the Resident has been convicted of a crime other than a minor traffic violation. Placement Agency has provided written notice to CPT if examination of arrest records has determined that there is a possible danger to CPT employees and personnel, CPT patients and/or any third parties located on or surrounding CPT's location.
  - 1.3 Placement Agency represents and warrants that Resident:
    - 1.3.1. Has not been registered as a sex offender, as defined by California Penal Code Section 290 et seq;
    - 1.3.2. Has not been convicted for violating California rape laws as defined under California Penal Code 261 et seq.,
    - 1.3.3. Has not been convicted for sexual battery under California Penal Code 243.3;
    - 1.3.4. Has not been convicted for engaging in lewd acts with or involving minors, as defined under California Penal Code 288, California Penal Code 311 and Penal Code 314.

2. Indemnification. Placement Agency shall defend, indemnify and hold CPT, its officers, agents and employees harmless against and from any all claims, suits, losses, damages and liability for damages of every name, kind and description, including attorneys fees and costs incurred, brought for, or on account of, injuries to or death of any person, including but not limited to employees, patients/residents, and the public, or damage to property,

which are claimed to or in any way arise out of or are connected with Placement Agency's breach of any of its representations and warranties set forth in this Addendum.

3. Confirmation of Terms. All of the terms, covenants and conditions of the Admission Agreement, including all addendums, attachments and exhibits, except as are herein specifically modified and amended, shall remain in full force and effect, and are hereby adopted and reaffirmed by the parties hereto.

1.	_____	_____
	RESIDENT SIGNATURE	DATE
2.	_____	_____
	CONSERVATOR AUTHORIZED REPRESENTATIVE SIGNATURE & DATE	DATE
3.	_____	_____
	CPT STAFF SIGNATURE	DATE
4.	_____	_____
	PLACEMENT AGENCY SIGNATURE AND TITLE	DATE

## EXHIBIT C INSURANCE REQUIREMENTS

**Insurance.** Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, or employees. Coverage shall be at least as broad as:

1. **Commercial General Liability CGL:** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation:** Insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
4. **Sexual Abuse or Molestation (SAM) Liability:** If the work will include contact with minors, elderly adults, or otherwise vulnerable clients and the CGL policy referenced above is not endorsed to include affirmative coverage for sexual abuse or molestation, Contractor shall obtain and maintain policy covering Sexual Abuse and Molestation with a limit no less than **\$1,000,000** per occurrence or claim.
5. **Professional Liability (Errors and Omissions):** Insurance covering **medical malpractice** with limit no less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate.
6. **Cyber Liability:** Insurance, with limit not less than **\$1,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this Contract and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, County requires and shall be entitled to the broader coverage and/or the higher limits maintained by Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to County

### **Other Insurance Provisions:**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. **Additional Insured Status: County, its officers, employees, agents, and volunteers are to be covered as additional insureds** on the CGL policy with respect to liability arising out of the work or operations performed by or on behalf of Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to Contractor’s insurance (at least as broad as

- ISO Form CG 20 10 11 85 or if not available, then through the addition of both CG 20 10, CG 20 25, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions are used.)
2. **Primary Coverage** For any claims related to this contract, **Contractor's insurance shall be primary** insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects County, its officers, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, employees, agents, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.
  3. **Umbrella or Excess Policy** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
  4. **Notice of Cancellation** This policy shall not be changed without first giving thirty (30) days prior written notice and ten (10) days prior written notice of cancellation for non-payment of premium to County.
  5. **Waiver of Subrogation** Contractor hereby grants to County a waiver of any right to subrogation which any insurer or said Contractor may acquire against County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.
  6. **Sole Proprietors** If Contractor is a Sole Proprietor and has no employees, they are not required to have Workers Compensation coverage. Contractor shall sign a statement attesting to this condition, and shall agree they have no rights, entitlements or claim against County for any type of employment benefits or workers' compensation or other programs afforded to County employees.
  7. **Self-Insured Retentions** must be declared to and approved by the County. The County may require the Contractor to provide proof of ability to pay losses and related investigations, claims administration, and defense expenses within the retention. The Policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds **\$25,000** unless approved in writing by the County. Any and all deductibles and SIRs shall be the sole responsibility of the Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
  8. **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the State with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to County.
  9. **Claims Made Policies** if any of the required policies provide coverage on a claims-made basis:
    - a. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.

- b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - c. If the coverage is canceled or non-renewed, and not replaced with another **claims-made policy form with a Retroactive Date**, prior to the contract effective date, Contractor must purchase “extended reporting” coverage for a minimum of **five (5)** years after completion of contract work.
10. **Verification of Coverage** Contractor may be requested to furnish County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and the County reserves the right to request a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements to County before work begins. Failure to obtain and provide verification of the requested/required documents prior to the work beginning shall not waive Contractor’s obligation to provide them. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.
  11. **Subcontractors** Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
  12. **Special Risks or Circumstances** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
  13. **Premium Payments** The insurance companies shall have no recourse against County and funding agencies, its officers, and employees or any of them for payment of any premiums or assessments under any policy issued by a mutual insurance company.
  14. **Material Breach** Failure of Contractor to maintain the insurance required by this Contract, or to comply with any of the requirements of this section, shall constitute a material breach of the entire Contract.
  15. **Certificate Holder** the Certificate Holder on insurance certificates and related documents should read as follows:

County of Nevada  
950 Maidu Ave.  
Nevada City, CA 95959

Upon initial award of the Contract to your firm, you may be instructed to send the actual documents to a County contact person for preliminary compliance review.

Certificates which amend or alter the coverage during the term of the Contract, including updated certificates due to policy renewal, should be sent directly to Contract Administrator.

..

**EXHIBIT D**  
**BEHAVIORAL HEALTH PROVISIONS**

Certain programs will be subject to specific local, state, or federal requirements depending on their scope of services or work provided. Not all provisions below will apply to all behavioral health programs, so please be familiar with the ones your specific program is held to.

**1. Laws, Statutes, and Regulations:**

- A. If applicable, Contractor agrees to comply with the Bronzan-McCorquodale Act (Welfare and Institutions Code, Division 5, 6, and 9, Section 5600 et seq. and Section 4132.44), Title 9 and Title 22 of the California Code of Regulations, Title XIX of the Social Security Act, State Department of Health Care Services Policy Letters, and Title 42 of the Code of Federal Regulations, Sections 434.6 and 438.608 which relate to, concern or affect the Services to be provided under this Contract.
- B. Clean Air Act and Federal Water Pollution Control:  
Contractor shall comply with the provisions of the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended, which provides that contracts and subcontracts of amounts in excess of \$100,000 shall contain a provision that Contractor and any subcontractor shall comply with all applicable standards, orders or regulations issues pursuant to the Clear Air Act and the Federal Water Pollution Control Act. Violations shall be reported to the Centers for Medicare and Medicaid Services.
- C. If applicable, For the provision of services as provided herein, Contractor shall not employ or contract with providers or other individuals and entities excluded from participation in Federal Health Care Programs under either Section 1128 or 1128A of the Social Security Act and shall screen all individuals and entities employed or retained to provide services for eligibility to participate in Federal Health Care programs (see <http://oig.hhs.gov/exclusions/index.asp> and <http://files.medical.ca.gov/pubsdoco/SandILanding.asp> ). Contractor shall check monthly and immediately report to the department if there is a change of status.
- D. Dymally-Alatorre Bilingual Act:  
Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Act which requires that state agencies, their contractors, consultants or services providers that serve a substantial number of non-English-speaking people employ a sufficient amount of bilingual persons in order to provide certain information and render certain services in a language other than English.
- E. Byrd Anti-Lobbying Amendment:  
Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to Department of Health Care Services (“DHCS”) any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- F. Ownership: Contractor shall provide written verification of compliance with CFR, Title 42, sections 455.101 and 455.104. This verification will be provided to Nevada County Behavioral Health (“NCBH”) by December 31 of each year and when prescribed below.
  - (a) Who must provide disclosures. The Medi-Cal agency must obtain disclosures from disclosing entities, fiscal agents, and managed care entities. Contractor and any of its subcontractors/network providers providing services pursuant to this Contract shall submit

the disclosures below to NCBH regarding the network providers' (disclosing entities') ownership and control. Contractor's network providers must submit updated disclosures to NCBH upon submitting the provider application, before entering into or renewing the network providers' contracts, and within 35 days after any change in the provider's ownership and/or annually.

(b) Disclosures to be provided:

- The name and address of any person (individual or corporation) with an ownership or control interest in the disclosing entity, fiscal agent, or managed care entity. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.
- Date of birth (in the case of an individual).
- Other tax identification number (in the case of a corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest.
- Whether the person (individual or corporation) with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a five (5) percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.
- The name of any other disclosing entity (or fiscal agent or managed care entity) in which an owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.
- The name, address, date of birth of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

(c) When the disclosures must be provided.

- I. Disclosures from providers or disclosing entities. Disclosure from any provider or disclosing entity is due at any of the following times:
  - i. Upon the provider or disclosing entity submitting the provider application.
  - ii. Upon the provider or disclosing entity executing the provider Contract.
  - iii. Upon request of the Medi-Cal agency during the re-validation of enrollment process under § 455.414.
  - iv. Within 35 days after any change in ownership of the disclosing entity.
- II. Disclosures from fiscal agents. Disclosures from fiscal agents are due at any of the following times:
  - i. Upon the fiscal agent submitting the proposal in accordance with the State's procurement process.
  - ii. Upon the fiscal agent executing the contract with the State.
  - iii. Upon renewal or extension of the contract.
  - iv. Within 35 days after any change in ownership of the fiscal agent.
- III. Disclosures from managed care entities. Disclosures from managed care entities (MCOs, PIHPs, PAHPs, and HIOs), except PCCMs are due at any of the following times:
  - i. Upon the managed care entity submitting the proposal in accordance with the State's procurement process.
  - ii. Upon the managed care entity executing the contract with the State.

- iii. Upon renewal or extension of the contract.
  - iv. Within 35 days after any change in ownership of the managed care entity.
  - v. Disclosures from PCCMs. PCCMs will comply with disclosure requirements under paragraph (c)(1) of this section.
- (d) To whom must the disclosures be provided. All disclosures must be provided to the Medi-Cal agency.
- (e) Consequences for failure to provide required disclosures. Federal financial participation (“FFP”) is not available in payments made to a disclosing entity that fails to disclose ownership or control information as required by this section.
- G. Contractor shall have a method to verify whether services billed to Medi-Cal were actually furnished to Medi-Cal beneficiaries. Contractor’s verification method shall be based on random samples and will specify the percentage of total services provided that shall be verified. Contractor’s verification process shall be submitted to and approved by the NCBH Quality Assurance Manager. Contractor will report the outcome of service verification activities to the NCBH Quality Assurance Manager quarterly.

**2. Client/Patient Records:**

Where this contract is for services relating to the mental health or the medical needs or condition of clients or patients:

- A. HEALTH RECORDS: Contractor shall maintain adequate mental and/or medical health records of each individual client/patient which shall include a record of services provided by the various professional personnel in sufficient detail to make possible an evaluation of services, and which shall contain all necessary data as required by NCBH and State or federal regulations, including but not limited to records of client/patient interviews and progress notes.
- B. TREATMENT PLAN: Contractor shall also maintain a record of services provided, including the goals and objectives of any treatment plan and the progress toward achieving those goals and objectives. County shall be allowed to review all client/patient record(s) during site visits, or at any reasonable time. Specialized mental health services provided by Contractor shall be in accordance and as defined by the California Code of Regulation Title 9, Chapter 11, and in compliance with Nevada County’s Mental Health Plan.
- C. LOCATION / OWNERSHIP OF RECORDS: If Contractor works primarily in a County facility, records shall be kept in County’s facility and owned by County. If Contractor works in another facility or a school setting, the records shall be owned and kept by Contractor and upon demand by County, a copy of all original records shall be delivered to County within a reasonable time from the conclusion of this Contract.
- D. CONFIDENTIALITY: Such records and information shall be maintained in a manner and pursuant to procedures designed to protect the confidentiality of the client/patient records. Contractor agrees to maintain confidentiality of information and records as required by applicable federal, state and local laws, regulations and rules, and recognized standards of professional practice and further agrees to hold County harmless from any breach of confidentiality.
- E. RETENTION OF RECORDS: Except as provided below, Contractor shall maintain and preserve all clinical records related to this Contract for seven (7) years from the date of discharge for adult clients, and records of clients under the age of eighteen (18) at the time of treatment must be retained until either one (1) year beyond the clients eighteenth (18th) birthday or for a period of seven (7) years from the date of discharge, whichever is later. Psychologists’ records involving minors must be kept until the minor’s 25<sup>th</sup> birthday. Contractor shall also contractually require the

maintenance of such records in the possession of any third party performing work related to this Contract for the same period of time. Such records shall be retained beyond the seven year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial seven year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the seven year period.

If it is applicable that Contractor is a Managed Care Organization (“MCO”), a Prepaid Inpatient Health Plan, a Prepaid Ambulatory Health Plan (“PAHP”), or a Medi-Cal services provider, Contractor shall maintain and preserve all records related to this contract for ten (10) years from the start date of this Contract, pursuant to CFR 42 438.3(u). If the client or patient is a minor, the client’s or patient’s health service records shall be retained for a minimum of ten (10) years from the close of the State fiscal year in which the Contract was in effect, or the date the client or patient reaches 18 years of age, whichever is longer, regardless of when services were terminated with the client. Health service records may be retained in either a written or an electronic format. Contractor shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the ten (10) year period if any audit involving such records is then pending, and until the audit findings are resolved. The obligation to ensure the maintenance of the records beyond the initial ten (10) year period shall arise only if County notifies Contractor of the commencement of an audit prior to the expiration of the ten (10) year period.

- F. **REPORTS:** Contractor shall provide mutually agreeable reports to County from time to time as necessary, and as reasonably requested by County. Contractor agrees to provide County with these reports that may be required by County, State or Federal agencies for compliance with this Contract.
- G. **COPIES OF RECORDS:** Upon termination of this Contract, Contractor agrees to cooperate with client/patients, County and subsequent providers with respect to the orderly and prompt transfer of client or patient records. This Contract does not preclude Contractor from assessing reasonable charges for the expense of transferring such records if appropriate. Said charges shall be twenty-five Cents (\$0.25) per page, plus the cost of labor, not to exceed Sixteen Dollars (\$16.00) per hour or pro rata fraction thereof, for actual time required to photocopy said records.
- H. **CULTURAL COMPETENCE:** Contractor shall provide services pursuant to this Contract in accordance with current State statutory, regulatory and policy provisions related to cultural and linguistic competence as defined in the DHCS’s most recent Information Notice(s) regarding Cultural Competence Plan Requirements (“CCPR”), that establish standards and criteria for the entire County Mental Health System, including Medi-Cal services, Mental Health Services Act (“MHSA”), and Realignment as part of working toward achieving cultural and linguistic competence. The CCPR standards and criteria as cited in California Code of Regulations, Title, 9, Section 1810.410, are applicable to organizations/agencies that provide mental health services via Medi-Cal, MHSA, and/or Realignment.
- I. **PATIENTS’ RIGHTS:** Patients’ Rights shall be in compliance with Welfare and Institutions Code Division 5, Section 5325 et seq.; and California Code of Code of Regulations, Title 9, Section 862 et seq and Title 42 CFR Section 438.100.
- J. **HOURS OF OPERATION:** Pursuant to Title 42 CFR, Section 438.206 (c)( 1)(ii) if Contractor also serves individuals who are not Medi-Cal beneficiaries, the Contractor shall require that the hours of operation during which Contractor offers services to Medi-Cal beneficiaries are no less than and comparable to the hours of operation during which the Contractor offers services to non-Medi-Cal beneficiaries.

K. WRITTEN MATERIALS: Contractor shall ensure that all written materials it provides or is otherwise required to make available to the client, including, but not limited to, all documents requiring signature or authorization of the client, shall be in a minimum of 12 point font, and a minimum of 18 point font for written materials required to be in large print, including but not limited to any Contractor Brochures, Consent to Treatment, Treatment Plans, etc.

**3. 42 C.F.R. Laws and Regulations:** MCO, Prepaid inpatient health plan (“PIHP”), PAHP

To the extent Contractor is a MCO, a PIHP, a PAHP, a Primary Care Case Manager, or a Medi-Cal Services Provider, Contractor shall comply with, and report to County any violation of or non-compliance with, the following requirements and restrictions:

DEBARRED, SUSPENDED, CONTRACTORS: CONTRACTOR agrees to comply with CCR Title 9, Division 1, Chapter 3.5 which are the regulations that pertain directly to licensed Mental Health Rehabilitation Centers in California. CONTRACTOR further states that all employees providing services for this agreement have passed criminal background checks through the Department of Healthcare Services Criminal Background Check Unit as required by CCR Title 9, Division 1, Chapter 3.5.

A. RECOVERY OF OVERPAYMENTS: Contractor is responsible for the refund of any overpayments and shall notify County **within 30 calendar days** when it has identified payments in excess of amounts specified for reimbursement of Medicaid services authorized under this Contract.

County shall maintain the right to suspend payments to Contractor when County determines there is a credible allegation of fraud.

Contractor shall comply with County’s retention policies for the treatment of recoveries of all overpayments from Contractor, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse.

B. REASONABLE ACCESS & ACCOMMODATIONS: Contractor shall ensure that it provides physical access, reasonable accommodations, and accessible equipment for Medicaid enrollees with physical or mental disabilities. [42 CFR 438.206(c)(3)].

C. BENEFICIARY’S RIGHTS: Contractor shall inform Medi-Cal Beneficiaries of their following rights:

- Beneficiary grievance, appeal, and fair hearing procedures and timeframes as specified in 42 CFR 438.400 through 42 CFR 438.424.
- The beneficiary’s right to file grievances and appeals and the requirements and timeframes for filing.
- The availability of assistance to the beneficiary with filing grievances and appeals.
- The beneficiary’s right to request a State fair hearing after Contractor has made a determination on an enrollee's appeal, which is adverse to the beneficiary.
- The beneficiary’s right to request continuation of benefits that Contractor seeks to reduce or terminate during an appeal or state fair hearing filing, if filed within the allowable timeframes, although the beneficiary may be liable for the cost of any continued benefits while the appeal or state fair hearing is pending if the final decision is adverse to the beneficiary.

D. EXCLUSION LISTS AND STATUS: If applicable Contractor and any person with an ownership or control interest or who is an agent or managing employee of Contractor agrees to routine federal

and state database checks pursuant to 42 C.F.R. 455.436 to confirm Contractor's identity and determining Contractor's exclusion status.

Consistent with the requirements of 42 C.F.R. Section 455.436, the Contractor must confirm the identify and determine the exclusion status of all providers (employees and network providers) and any subcontractor, as well as any person with an ownership or control interest, or who is an agent of managing employee of the of the Mental Health Plan through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System, the Office of Inspector General's List of Excluded Individuals/Entities, the System for Award Management, as well as the Department's Medi-Cal Suspended and Ineligible Provider List.

If the Contractor finds that a party is excluded, it must promptly notify the County and take action consistent with 42 C.F.R. Section 438.610(c). The Contractor shall not certify or pay any provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

- E. SERVICE VERIFICATIONS: Pursuant to 42 C.F.R. Section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by enrollees and the application of such verification processes on a regular basis.

**EXHIBIT E**  
**SCHEDULE OF HIPAA PROVISIONS**  
**FOR COVERED ENTITY CONTRACTORS**

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA):  
HEALTH CARE PROVIDER AGREEMENT

Contractor acknowledges that it is a “health care provider” and therefore is a Covered Entity, for purposes of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH”) and therefore is directly subject to the privacy, security and breach notification requirements therein and the civil and criminal penalties and shall implement its standards.

Contractor agrees to:

1. Contractor shall comply with all applicable federal and state laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.
2. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.
3. Develop and maintain a written information privacy and security program that includes the designation of Privacy and Security Officer and establishes and maintains appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this Contract and applicable law. Safeguards shall include administrative, physical, and technical safeguards appropriate to the size and complexity of Contractor’s operations and the nature and scope of its activities. Contractor will provide County with information concerning such safeguards as County may reasonably request from time to time.
4. Track disclosures and make available the information required to provide an accounting of disclosures if requested by the individual or County in accordance with 45 CFR §164.528.
5. Ensure sufficient training and utilize reasonable measures to ensure compliance with requirements of this Contract by Contractor’s workforce members who use or disclose PHI (in any form) to assist in the performance of functions or activities under this contract; and discipline such employees who intentionally violate any provisions of this Contract, including termination of employment. Workforce member training shall be documented and such documents retained for the period of this Contract and made available to County for inspection if requested.
6. Take prompt corrective action in the event of any security incident or any unauthorized use or disclosure of PHI to cure any such deficiencies and to take any action required by applicable federal and state laws and regulations.

7. Report to County any security incident or any unauthorized use or disclosure of PHI (in any form. Security incidents include attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. Contractor shall make this report by the next business day following discovery of the use, disclosure, or security incident. Any unauthorized use or disclosure or security incident shall be treated as discovered by Contractor on the first day on which such use or disclosure or security incident is known to Contractor, including any person, other than the individual committing the unauthorized use or disclosure or security incident, that is an employee, officer or other agent of Contractor, or who should reasonably have known such unauthorized activities occurred. Reports should be made by email to [privacy.officer@nevadacountyca.gov](mailto:privacy.officer@nevadacountyca.gov) or by calling (530) 265-1740
8. Make Contractor's internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Contractor on behalf of County available to County upon request. In addition, Contractor will make these items available to the Secretary of the United States Health and Human Services for purposes of determining County's or Contractor's compliance with HIPAA and its implementing regulations (in all events Contractor shall immediately notify County of any such request, and shall provide County with copies of any such materials).
9. Contractor agrees that this Contract may be amended from time to time by County if and to the extent required by the provision of 42 U.S.C. § 1171, et seq., enacted by HIPAA and regulations promulgated thereunder, in order to assure that this Contract is consistent therewith; and authorize termination of the Contract by County if County determines that Contractor has violated a material term of this Contract.
10. Ensure that Contractor will enter into "Business Associate Agreements" as required by HIPAA including provisions that the Business Associate agrees to comply with the same restrictions, conditions and terms that apply to Contractor with respect to this Contract and with applicable requirements of HIPAA and HITECH. The Business Associate Agreement must be a written contract including permissible uses and disclosures and provisions where the Business Associate agrees to implement reasonable and appropriate security measures to protect the information (PHI or ePHI) it creates, receives, maintains or transmits on behalf of Contractor or County with respect to this Contract.

## **EXHIBIT F INFORMATION TECHNOLOGY SECURITY**

### **1. Notification of Data Security Incident**

For purposes of this section, “Data Security Incident” is defined as unauthorized access to the Contractor’s business and/or business systems by a third party, which access could potentially expose County data or systems to unauthorized access, disclosure, or misuse. In the event of a Data Security Incident, Contractor must notify County **in writing as soon as possible and no later than 48 hours after Contractor determines a Data Security Incident has occurred**. Notice should be made to all parties referenced in the “Notices” section of the Agreement. Notice must reference this contract number. Notice under this section must include the date of incident, Contractor’s systems and/or locations which were affected, and County services or data affected. The duty to notify under this section is broad, requiring disclosure whether any impact to County data is known at the time, to enable County to take immediate protective actions of its data and cloud environments.

Failure to notify under this section is a material breach, and County may immediately terminate the Agreement for failure to comply.

### **2. Data Location**

2.1 Contractor shall not store or transfer non-public County of Nevada data outside the United States. This prohibition includes backup data and Disaster Recovery locations. The Contractor will permit its personnel and contractors to access County of Nevada data remotely only as required to provide technical support. Remote access to data from outside the continental United States is prohibited unless expressly approved in advance and in writing by the County.

2.2 The Contractor must notify the County **in writing within 48 hours** of any location changes to Contractor’s data center(s) that will process or store County data. Notice should be made to all parties referenced in the “Notices” section of the Agreement.

### **3. Data Encryption**

3.1 The Contractor shall encrypt all non-public County data in transit regardless of the transit mechanism.

3.2 The Contractor shall encrypt all non-public County data at rest.

3.3 Encryption algorithms shall be AES-128 or better.

### **4. Cybersecurity Awareness and Training**

The County maintains a robust Cybersecurity Awareness and Training program intended to assist employees and contractors with maintaining current knowledge of changing cybersecurity threats and countermeasures. Any contractor that is assigned a County network account will be assigned User Awareness training and must complete it within the time period it is assigned. Training completion progress is monitored by sponsor departments and non-compliant users may have their account suspended or restricted.

The County conducts email Phish testing on a regular basis to expose account holders to the types of potential threats.

Contractor will maintain a Cybersecurity Awareness and Training program for training staff at a minimum of once a year. Contractor will maintain records of the program for review by the County when requested.

**CALIFORNIA PSYCHIATRIC TRANSITIONS, INC**

**Description of Services: California Psychiatric Transitions (CPT) is a fully licensed Mental Health Rehabilitation Center (MHRC) providing psychiatric treatment and rehabilitation services to seriously mentally ill adults over the age of eighteen in a locked, long-term care setting**

**SUMMARY OF MATERIAL TERMS**

**Max Annual Price:** \$300,000  
**Contract Start Date:** July 1, 2026 **Contract End Date:** June 30, 2027  
**Liquidated Damages:** N/A

**INSURANCE POLICIES**

Commercial General Liability	(\$2,000,000)	Sexual Abuse or Molestation Liability	(\$1,000,000)
Worker's Compensation	(Statutory Limits)	Professional Errors and Omissions	(\$1,000,000)
Automobile Liability	(\$1,000,000)	Cyber Liability	(\$1,000,000)

**FUNDING**

FD1589 CC40110 SC21520

**LICENSES AND PREVAILING WAGES**

**Designate all required licenses:** Facility licensed by the State

**NOTICE & IDENTIFICATION**

<b>COUNTY OF NEVADA:</b>		<b>CONTRACTOR:</b>	
Nevada County Behavioral Health Department, Health and Human Services Administration		California Psychiatric Transitions, Inc.	
Address:	500 Crown Point Circle, Suite 120	Address	PO Box 339
City, St, Zip	Grass Valley, CA 95945	City, St, Zip	Delhi, CA 95315
Attn:	Megan Murphy	Attn:	Aaron Stocking
Email:	Megan.Murphy@nevadacountyca.gov	Email:	astocking@cptmhrc.com
Phone:	(530) 265-1437	Phone:	(209) 667-9304 Ext 101

<b>Contractor is a:</b> (check all that apply)					<b>EDD Worksheet Required</b>	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
<b>Corporation:</b>	<input checked="" type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input checked="" type="checkbox"/>	LLC <input type="checkbox"/>	<b>Additional Terms &amp; Conditions Included</b>		
<b>Non-Profit:</b>	<input type="checkbox"/>	Corp. <input type="checkbox"/>			<b>(Grant Specific)</b>		
<b>Partnership:</b>	<input type="checkbox"/>	Calif. <input type="checkbox"/>	Other <input type="checkbox"/>	LLP <input type="checkbox"/>	Limited <input type="checkbox"/>	<b>Subrecipient</b>	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
<b>Person:</b>	<input type="checkbox"/>	Indiv. <input type="checkbox"/>	DBA <input type="checkbox"/>	Ass'n <input type="checkbox"/>	Other <input type="checkbox"/>		

**ATTACHMENTS**

<b>Exhibit A:</b> Schedule of Services	<b>Exhibit D:</b> Behavioral Health Provisions
<b>Exhibit B:</b> Schedule of Charges and Payments	<b>Exhibit E:</b> Schedule of HIPAA Provisions
<b>Exhibit C:</b> Insurance Requirements	<b>Exhibit F:</b> Information Technology Security